



49 ½ Maryland Avenue  
Annapolis, MD 21401

Target Housing.

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## CONSENT AGREEMENT

### Preliminary Statement

1. This Consent Agreement is entered into by the Director of the Land and Chemicals Division, U. S. Environmental Protection Agency, Region III (“Complainant” or “EPA” or “Agency”) and King Properties, Ltd. (“Respondent”), pursuant to Sections 16(a) and 409 of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. §§ 2615(a) and 2689, the federal regulations set forth at 40 C.F.R. Part 745, Subpart F, and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation, Termination or Suspension of Permits (“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, as an agent for a lessor of certain housing, to comply with requirements of 40 C.F.R. Part 745, Subpart F, Section 1018(b)(5) of the Residential Lead-Based Paint Hazard Reduction Act (“RLBPHRA”), 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.
3. In accordance with 40 C.F.R. § 22.13(b) and .18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant hereby simultaneously commences and resolves, as part of the settlement set forth herein, EPA’s civil claims alleged in the “Findings of Fact and Conclusions of Law” of this Consent Agreement.

### Jurisdiction

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

### 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 of this Consent Agreement, for purposes of this proceeding, Respondent neither admits nor denies the factual allegations and legal conclusions set forth in this Consent Agreement.
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.
11. Respondent shall not deduct for civil taxation purposes the civil penalty specified in this CAFO.

#### **Findings of Fact and Conclusions of Law**

12. King Properties, Ltd. ("Respondent") is a corporation organized in the State of Maryland on April 16, 1984 with its registered office located at 163 King George Street, Annapolis, MD 21401.
13. At all times relevant to the violations in this Complaint, Respondent was the "agent" for a "lessor", as these terms are defined in 40 C.F.R. § 745.103, of the residential real properties located at 2 Maryland Avenue, 63 East Street, 19 College Avenue, 122 Dock Street, 12 Maryland Avenue, 23 Francis Street, 47 Maryland Avenue, 51 ½ Maryland Avenue, and 49 ½ Maryland Avenue, Annapolis, Maryland 21401 (hereinafter "Target Housing").
14. The Target Housing was constructed prior to 1978.
15. At all times relevant to the violations alleged herein, the Target Housing was not housing for the elderly or persons with disabilities and was not a 0-bedroom dwelling as provided in 40 C.F.R. § 745.103.
16. At all times relevant to the violations alleged herein, the Target Housing contained a "residential dwelling" and was "target housing" within the meaning of Section 1004(23) and (27) of the RLBPHRA, 42 U.S.C. § 4851b(23) and (27), Section 401(14) and (17) of TSCA, 15 U.S.C. § 2681(14) and (17), and 40 C.F.R. § 745.103.

#### **A. 2 Maryland Avenue, Apt 5R, Annapolis, Maryland (Lease Transaction #1)**

17. Respondent entered into a written contract, dated July 1, 2009 (hereinafter referred to as the "Lease Transaction #1") with a "lessee," as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 2 Maryland Avenue, Apt 5R, Annapolis, Maryland for a term commencing on July 1, 2009 and terminating on December 31, 2009.

18. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).
19. Lease Transaction #1 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).
20. Lease Transaction #1 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

**B. 2 Maryland Avenue, Apt 43, Annapolis, Maryland (Lease Transaction #2)**

21. Respondent entered into a written contract, dated October 17, 2009 (hereinafter referred to as the “Lease Transaction #2”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 2 Maryland Avenue, Apt 43, Annapolis, Maryland for a term commencing on November 1, 2009 and terminating on May 31, 2010.
22. At all times relevant to the violation alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).
23. Lease Transaction #2 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).
24. Lease Transaction #2 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

**C. 2 Maryland Avenue, Apt 26, Annapolis, Maryland (Lease Transaction #3)**

25. Respondent entered into a written contract, dated December 6, 2009 (hereinafter referred to as the “Lease Transaction #3”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 2 Maryland Avenue, Apt 26, Annapolis, Maryland for a term commencing on December 9, 2009 and terminating on May 31, 2010.
26. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).
27. Lease Transaction #3 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).

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

**D. 2 Maryland Avenue, Apt 5R, Annapolis, Maryland (Lease Transaction #4)**

29. Respondent entered into a written contract, dated April 5, 2010 (hereinafter referred to as the “Lease Transaction #4”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 2 Maryland Avenue, Apt 5R, Annapolis, Maryland for a term commencing on May 1, 2010 and terminating on April 30, 2011.
30. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).
31. Lease Transaction #4 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).
32. Lease Transaction #4 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

**E. 2 Maryland Avenue, Apt 32, Annapolis, Maryland (Lease Transaction #5)**

33. Respondent entered into a written contract, dated December 22, 2010 (hereinafter referred to as the “Lease Transaction #5”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 2 Maryland Avenue, Apt 32, Annapolis, Maryland for a term commencing on December 22, 2010 and terminating on December 31, 2011.
34. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).
35. Lease Transaction #5 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).
36. Lease Transaction #5 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

**F. 2 Maryland Avenue, Apt 41, Annapolis, Maryland (Lease Transaction #6)**

37. Respondent entered into a written contract, dated September 1, 2009 (hereinafter referred to as the "Lease Transaction #6") with a "lessee," as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 2 Maryland Avenue, Apt 41, Annapolis, Maryland for a term commencing on October 1, 2009 and terminating on March 31, 2010.
38. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be "lead-based paint free by a certified inspector" as provided at 40 C.F.R. § 745.101(b).
39. Lease Transaction #6 was not a "[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur," as provided at 40 C.F.R. § 745.101(c).
40. Lease Transaction #6 was not a "[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor," as provided at 40 C.F.R. § 745.101(d).

**G. 2 Maryland Avenue, Apt 5R, Annapolis, Maryland (Lease Transaction #7)**

41. Respondent entered into a written contract, dated April 2, 2011 (hereinafter referred to as the "Lease Transaction #7") with a "lessee," as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 2 Maryland Avenue, Apt 5R, Annapolis, Maryland for a term commencing on May 1, 2011 and terminating on May 31, 2012.
42. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be "lead-based paint free by a certified inspector" as provided at 40 C.F.R. § 745.101(b).
43. Lease Transaction #7 was not a "[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur," as provided at 40 C.F.R. § 745.101(c).
44. Lease Transaction #7 was not a "[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor," as provided at 40 C.F.R. § 745.101(d).

**H. 2 Maryland Avenue, Apt 33, Annapolis, Maryland (Lease Transaction #8)**

45. Respondent entered into a written contract, dated August 18, 2009 (hereinafter referred to as the "Lease Transaction #8") with a "lessee," as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 2 Maryland Avenue, Apt 33, Annapolis, Maryland for a term commencing on September 9, 2009 and terminating on March 31, 2010.

46. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).
47. Lease Transaction #8 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).
48. Lease Transaction #8 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

**I. 2 Maryland Avenue, Apt 21, Annapolis, Maryland (Lease Transaction #9)**

49. Respondent entered into a written contract, dated March 29, 2010 (hereinafter referred to as the “Lease Transaction #9”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 2 Maryland Avenue, Apt 21, Annapolis, Maryland for a term commencing on April 15, 2010 and terminating on October 31, 2010.
50. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).
51. Lease Transaction #9 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).
52. Lease Transaction #9 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

**J. 2 Maryland Avenue, Apt 42, Annapolis, Maryland (Lease Transaction #10)**

53. Respondent entered into a written contract, dated January 24, 2010 (hereinafter referred to as the “Lease Transaction #10”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 2 Maryland Avenue, Apt 42, Annapolis, Maryland for a term commencing on January 28, 2010 and terminating on July 31, 2010.
54. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).
55. Lease Transaction #10 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).

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

**K. 63 East Street, Apt 2, Annapolis, Maryland (Lease Transaction #11)**

57. Respondent entered into a written contract, dated June 1, 2009 (hereinafter referred to as the “Lease Transaction #11”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 63 East Street, Apt 2, Annapolis, Maryland for a term commencing on June 1, 2009 and terminating on November 30, 2010.
58. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).
59. Lease Transaction #11 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).
60. Lease Transaction #11 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

**L. 63 East Street, Apt 3, Annapolis, Maryland (Lease Transaction #12)**

61. Respondent entered into a written contract, dated April 30, 2010 (hereinafter referred to as the “Lease Transaction #12”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 63 East Street, Apt 3, Annapolis, Maryland for a term commencing on May 1, 2010 and terminating on April 30, 2011.
62. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).
63. Lease Transaction #12 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).
64. Lease Transaction #12 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).



**M. 122 Dock Street, Apt 3, Annapolis, Maryland (Lease Transaction #13)**

66. Respondent entered into a written contract, dated September 26, 2009 (hereinafter referred to as the "Lease Transaction #13") with a "lessee," as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 122 Dock Street, Apt 3, Annapolis, Maryland for a term commencing on September 26, 2009 and terminating on April 30, 2010.
66. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be "lead-based paint free by a certified inspector" as provided at 40 C.F.R. § 745.101(b).
67. Lease Transaction #13 was not a "[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur," as provided at 40 C.F.R. § 745.101(c).
68. Lease Transaction #13 was not a "[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor," as provided at 40 C.F.R. § 745.101(d).

**N. 122 Dock Street, Apt 2, Annapolis, Maryland (Lease Transaction #14)**

69. Respondent entered into a written contract, dated September 1, 2009 (hereinafter referred to as the "Lease Transaction #14") with a "lessee," as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 122 Dock Street, Apt 2, Annapolis, Maryland for a term commencing on September 1, 2009 and terminating February 28, 2010.
70. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be "lead-based paint free by a certified inspector" as provided at 40 C.F.R. § 745.101(b).
71. Lease Transaction #14 was not a "[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur," as provided at 40 C.F.R. § 745.101(c).
72. Lease Transaction #14 was not a "[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor," as provided at 40 C.F.R. § 745.101(d).

**O. 12 Maryland Avenue, Apt E, Annapolis, Maryland (Lease Transaction #15)**

73. Respondent entered into a written contract, dated March 6, 2010 (hereinafter referred to as the "Lease Transaction #15") with a "lessee," as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 12 Maryland Avenue, Apt E, Annapolis, Maryland for a term commencing on March 6, 2010 and terminating on July 31, 2010.

74. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).
75. Lease Transaction #15 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).
76. Lease Transaction #15 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

**P. 12 Maryland Avenue, Apt G, Annapolis, Maryland (Lease Transaction #16)**

77. Respondent entered into a written contract, dated July 28, 2010 (hereinafter referred to as the “Lease Transaction #16”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 12 Maryland Avenue, Apt G, Annapolis, Maryland for a term commencing on August 1, 2010 and terminating on January 31, 2011.
78. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).
79. Lease Transaction #16 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).
80. Lease Transaction #16 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

**Q. 23 Francis Street, Apt 1, Annapolis, Maryland (Lease Transaction #17)**

81. Respondent entered into a written contract, dated March 1, 2010 (hereinafter referred to as the “Lease Transaction #17”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 23 Francis Street, Apt 1, Annapolis, Maryland for a term commencing on March 1, 2010 and terminating on August 31, 2010.
82. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).
83. Lease Transaction #17 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).

84. Lease Transaction #17 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

**R. 23 Francis Street, Apt 2, Annapolis, Maryland (Lease Transaction #18)**

85. Respondent entered into a written contract, dated April 1, 2010 (hereinafter referred to as the “Lease Transaction #18”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 23 Francis Street, Apt 2, Annapolis, Maryland for a term commencing on April 1, 2010 and terminating on March 31, 2011.
86. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).
87. Lease Transaction #18 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).
88. Lease Transaction #18 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

**S. 23 Francis Street, Apt 4, Annapolis, Maryland (Lease Transaction #19)**

89. Respondent entered into a written contract, dated November 9, 2009 (hereinafter referred to as the “Lease Transaction #19”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 23 Francis Street, Apt 4, Annapolis, Maryland for a term commencing on November 9, 2009 and terminating on October 31, 2010.
90. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).
91. Lease Transaction #19 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).
92. Lease Transaction #19 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

**T. 23 Francis Street, Apt 6, Annapolis, Maryland (Lease Transaction #20)**

93. Respondent entered into a written contract, dated April 9, 2010 (hereinafter referred to as the "Lease Transaction #20") with a "lessee," as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 23 Francis Street, Apt 6, Annapolis, Maryland for a term commencing on April 1, 2010 and terminating on September 30, 2010.
94. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be "lead-based paint free by a certified inspector" as provided at 40 C.F.R. § 745.101(b).
95. Lease Transaction #20 was not a "[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur," as provided at 40 C.F.R. § 745.101(c).
96. Lease Transaction #20 was not a "[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor," as provided at 40 C.F.R. § 745.101(d).

**U. 47 Maryland Avenue, Apt A, Annapolis, Maryland (Lease Transaction #21)**

97. Respondent entered into a written contract, dated January 16, 2010 (hereinafter referred to as the "Lease Transaction #21") with a "lessee," as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 47 Maryland Avenue, Apt A, Annapolis, Maryland for a term commencing on February 1, 2010 and terminating on July 31, 2010.
98. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be "lead-based paint free by a certified inspector" as provided at 40 C.F.R. § 745.101(b).
99. Lease Transaction #21 was not a "[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur," as provided at 40 C.F.R. § 745.101(c).
100. Lease Transaction #21 was not a "[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor," as provided at 40 C.F.R. § 745.101(d).

**V. 47 Maryland Avenue, Apt A, Annapolis, Maryland (Lease Transaction #22)**

101. Respondent entered into a written contract, dated November 23, 2010 (hereinafter referred to as the "Lease Transaction #22") with a "lessee," as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 47 Maryland Avenue, Apt A, Annapolis, Maryland for a term commencing on December 1, 2010 and terminating on November 30, 2011.

102. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).
103. Lease Transaction #22 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).
104. Lease Transaction #22 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

**W. 47 Maryland Avenue, Apt A, Annapolis, Maryland (Lease Transaction #23)**

105. Respondent entered into a written contract, dated July 20, 2010 (hereinafter referred to as the “Lease Transaction #23”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 47 Maryland Avenue, Apt A, Annapolis, Maryland for a term commencing on July 20, 2010 and terminating on October 31, 2010.
106. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).
107. Lease Transaction #23 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).
108. Lease Transaction #23 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

**X. 47 Maryland Avenue, Apt B, Annapolis, Maryland (Lease Transaction #24)**

109. Respondent entered into a written contract, dated September 11, 2009 (hereinafter referred to as the “Lease Transaction #24”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 47 Maryland Avenue, Apt B, Annapolis, Maryland for a term commencing on October 1, 2009 and terminating on March 31, 2010.
110. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).
111. Lease Transaction #24 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).

112. Lease Transaction #24 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

**Y. 47 Maryland Avenue, Apt B, Annapolis, Maryland (Lease Transaction #25)**

113. Respondent entered into a written contract, dated November 5, 2010 (hereinafter referred to as the “Lease Transaction #25”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 47 Maryland Avenue, Apt B, Annapolis, Maryland for a term commencing on November 5, 2010 and terminating on June 30, 2011.
114. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).
115. Lease Transaction #25 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).
116. Lease Transaction #25 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

**Z. 47 Maryland Avenue, Apt C, Annapolis, Maryland (Lease Transaction #26)**

117. Respondent entered into a written contract, dated May 1, 2010 (hereinafter referred to as the “Lease Transaction #26”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 47 Maryland Avenue, Apt C, Annapolis, Maryland for a term commencing on June 1, 2010 and terminating on May 31, 2011.
118. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).
119. Lease Transaction #26 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).
120. Lease Transaction #26 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

**AA. 47 Maryland Avenue, Apt D, Annapolis, Maryland (Lease Transaction #27)**

121. Respondent entered into a written contract, dated August 11, 2009 (hereinafter referred to as the "Lease Transaction #27") with a "lessee," as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 47 Maryland Avenue, Apt D, Annapolis, Maryland for a term commencing on September 1, 2009 and terminating on February 28, 2010.
122. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be "lead-based paint free by a certified inspector" as provided at 40 C.F.R. § 745.101(b).
123. Lease Transaction #27 was not a "[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur," as provided at 40 C.F.R. § 745.101(c).
124. Lease Transaction #27 was not a "[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor," as provided at 40 C.F.R. § 745.101(d).

**BB. 47 Maryland Avenue, Apt E, Annapolis, Maryland (Lease Transaction #28)**

125. Respondent entered into a written contract, dated March 15, 2010 (hereinafter referred to as the "Lease Transaction #28") with a "lessee," as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 47 Maryland Avenue, Apt E, Annapolis, Maryland for a term commencing on March 19, 2010 and terminating on September 30, 2010.
126. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be "lead-based paint free by a certified inspector" as provided at 40 C.F.R. § 745.101(b).
127. Lease Transaction #28 was not a "[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur," as provided at 40 C.F.R. § 745.101(c).
128. Lease Transaction #28 was not a "[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor," as provided at 40 C.F.R. § 745.101(d).

**CC. 47 Maryland Avenue, Apt G, Annapolis, Maryland (Lease Transaction #29)**

129. Respondent entered into a written contract, dated May 20, 2009 (hereinafter referred to as the "Lease Transaction #29") with a "lessee," as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 47 Maryland Avenue, Apt G, Annapolis, Maryland for a term commencing on June 1, 2009 and terminating on May 31, 2010.

131. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).
132. Lease Transaction #29 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).
133. Lease Transaction #29 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

**DD. 47 Maryland Avenue, Apt G, Annapolis, Maryland (Lease Transaction #30)**

134. Respondent entered into a written contract, dated March 15, 2010 (hereinafter referred to as the “Lease Transaction #30”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 47 Maryland Avenue, Apt G, Annapolis, Maryland for a term commencing on March 15, 2010 and terminating on September 30, 2010.
135. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).
136. Lease Transaction #30 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).
137. Lease Transaction #30 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

**EE. 51 ½ Maryland Avenue, Annapolis, Maryland (Lease Transaction #31)**

138. Respondent entered into a written contract, dated August 1, 2009 (hereinafter referred to as the “Lease Transaction #31”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 51 ½ Maryland Avenue, Annapolis, Maryland for a term commencing on August 11, 2009 and terminating July 31, 2010.
139. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).
140. Lease Transaction #31 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).



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

**FF. 49 ½ Maryland Avenue, Annapolis, Maryland (Lease Transaction #32)**

142. Respondent entered into a written contract, dated October 5, 2009 (hereinafter referred to as the “Lease Transaction #32”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 49 ½ Maryland Avenue, Annapolis, Maryland for a term commencing on October 15, 2009 and terminating on April 30, 2010.
143. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).
144. Lease Transaction #32 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).
145. Lease Transaction #32 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

**Violations**

**Count 1-32**

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

146. The allegations contained in Paragraphs 1 through 145, above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
147. 40 C.F.R. 745.115(a) provides, in pertinent part, that each agent shall: (1) Inform the seller or lessor of his/her obligations under §§ 745.107, 745.110, and 745.113. (2) Ensure that the seller or lessor has performed all activities required under §§ 745.107, 745.110, and 745.113, or personally ensure compliance with the requirements of §§ 745.107, 745.110, and 745.113.
148. Respondent failed to include a “Lead Warning Statement,” containing the language set forth in, and required by, 40 C.F.R. § 745.113(b)(1), either as an attachment to, or within, the contracts for Lease Transactions #1 through #32 described in Paragraphs 17 through 145, above.
149. Pursuant to 40 C.F.R. § 745.118(e), Respondent’s failure to include a “Lead Warning Statement,” containing the language set forth in, and required by, 40 C.F.R.

§ 745.113(b)(1), either as an attachment to, or within, the Lease Transactions #1 through #32 as described in Paragraphs 17 through 145, above, as required by 40 C.F.R. § 745.115(a)(2), constitutes 32 violations of Section 1018(b)(5) of RLBPHRA, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

**Count 33-64**

**Violations of 40 C.F.R. § 745.113(b)(2)**

150. The allegations contained in Paragraphs 1 through 149, above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
151. 40 C.F.R. 745.115(a), provides, in pertinent part, that each agent shall: (1) Inform the seller or lessor of his/her obligations under §§ 745.107, 745.110, and 745.113. (2) Ensure that the seller or lessor has performed all activities required under §§ 745.107, 745.110, and 745.113, or personally ensure compliance with the requirements of §§ 745.107, 745.110, and 745.113.
152. Respondent failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the Target Housing being leased or a statement indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards, either as an attachment to, or within, the Lease Transactions #1 through #32 as described in Paragraphs 17 through 145, above, as required by 40 C.F.R. § 745.113(b)(2).
153. Pursuant to 40 C.F.R. § 745.118(e), Respondent's failure to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the Target Housing being leased or a statement indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards, either as an attachment to, or within, the Lease Transactions #1 through #32 as described in Paragraphs 17 through 145, above, as required by 40 C.F.R. § 745.115(a)(2), constitutes 32 violations of Section 1018(b)(5) of RLBPHRA, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

**Count 65-87**

**Violations of 40 C.F.R. § 745.113(b)(4)**

154. The allegations contained in Paragraphs 1 through 153 above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
155. 40 C.F.R. 745.115(a), provides, in pertinent part, that each agent shall: (1) Inform the seller or lessor of his/her obligations under §§ 745.107, 745.110, and 745.113. (2) Ensure that the seller or lessor has performed all activities required under §§ 745.107, 745.110, and 745.113, or personally ensure compliance with the requirements of §§ 745.107, 745.110, and 745.113.

156. Respondent failed to include a statement by the lessee affirming receipt of the lead hazard information pamphlet required under 15 U.S.C. § 2686, either as an attachment to, or within, the Lease Transactions #1-3, 6, 8-11, 13-15, 17-21, 24, and 27-32, as described in Paragraphs 18 through 145, above, as required by 40 C.F.R. § 745.113(b)(4).
157. Pursuant to 40 C.F.R. §745.118(e), Respondent's failure to include a statement by the lessee affirming receipt of the lead hazard information pamphlet required under 15 U.S.C. § 2686, either as an attachment to, or within, the Lease Transactions #1-3, 6, 8-11, 13-15, 17-21, 24, and 27-32 as described in Paragraphs 18 through 145 above, as required by 40 C.F.R. § 745.115(a)(2), constitutes 23 violations of Section 1018(b)(5) of the RLBPHRA, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

#### Civil Penalty

158. Respondent agrees to pay the amount of Forty Nine Thousand Five Hundred Forty Six (\$49,546) 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 the Complaint. Respondent shall pay the full amount of the civil penalty in the amount of Forty Nine Thousand Five Hundred Forty Six (\$49,546) in two equal installments of Twenty Four Thousand Seven Hundred Seventy-Three Dollars (\$24,773). The first installment of Twenty Four Thousand Seven Hundred Seventy-Three Dollars (\$24,773) shall become due and payable immediately upon Respondent's receipt of a true and correct copy of the CAFO, and the second installment of Twenty Four Thousand Seven Hundred Seventy-Three Dollars (\$24,773) shall become due and payable within thirty calendar (30) days after the date on which this CAFO is mailed or hand-delivered to Respondent. In order to avoid the assessment of interest, administrative costs and late payment penalties in connection with such civil penalty, Respondent must pay the entire civil penalty no later than thirty (30) calendar days after the date on which this CAFO is mailed or hand-delivered to Respondent.
159. 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.
160. 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).
161. 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.

162. A late payment penalty of six percent 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).
163. The aforesaid settlement amount is based upon Complainant's consideration of the factors set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), which include the nature, circumstances, extent, and gravity of the violations and the violator's ability to pay, ability to continue in business, history of prior violations, and degree of culpability, and other matters as justice may require.
164. Respondent shall pay the civil penalty specified in paragraph 158, above, by electronic funds transfer ("EFT"), as described below, or by sending a cashier's check or certified check, made payable to the order of "United States Treasury."

- a. Checks sent by regular US Postal Service mail delivery must be addressed to:

U.S. EPA, Fines and Penalties  
Cincinnati Finance Center  
P.O. Box 979077  
St. Louis, MO 63197-9000  
Contact: Eric Volck 513-487-2105

- b. Checks sent by private commercial overnight delivery service must be sent to:

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

- c. Any EFT shall be transmitted to:

Wire Transfer

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 wire transfer message should read:  
"D 68010727 Environmental Protection Agency")

Automated Clearing House (ACH) Transfer for receiving U.S. currency (also known as REX or Remittance Express)

U.S Treasury REX / Cashlink  
ACH Receiver, ABA = 051036706  
Account No. 310006  
Environmental Protection Agency  
CTX Format Transaction Code 22 - checking

Physical location of U.S. Treasury facility:  
5700 Rivertech Court  
Riverdale, MD 20737

There is now an On Line Debit and Credit Card Payment Option, available through the Department of Treasury. This payment option can be accessed from the information below:

[WWW.PAY.GOV/PAYGOV](http://WWW.PAY.GOV/PAYGOV)

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

165. All payments by Respondent shall reference its name and address and the Docket Number of this case (TSCA-03-2014-0090). At the time of payment, Respondent shall send a notice of such payment, including a copy of any check or EFT authorization form and EFT transaction record, as appropriate, to:

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

and

Louis F. Ramalho (3RC30)  
Sr. Assistant Regional Counsel  
U.S. Environmental Protection Agency - Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029.

**Notice of Action to the State of Maryland**

166. EPA has given the State of Maryland prior notice of the issuance of this CAFO.

**Effect of Settlement**

167. The settlement set forth in this CAFO shall constitute full and final satisfaction of all civil claims for penalties which Complainant may have under TSCA and/or the RLBPHRA for the specific violations alleged in the “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.

**Other Applicable Laws**

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

**Certification of Compliance**

169. Respondent certifies to Complainant, upon investigation, to the best of its knowledge and belief, that it is currently in compliance with the provisions of TSCA, the RLBPHRA and 40 C.F.R. Part 745, Subpart F.

**Reservation of Rights**

170. This Consent Agreement and the accompanying Final Order resolve only EPA’s claims for civil monetary penalties for the specific violations alleged in the “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, 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.

**Parties Bound**

171. This Consent Agreement and the accompanying Final Order shall apply to and be binding upon the EPA, the Respondent, and Respondent’s officers and directors (in their official capacity), successors and assigns. By his or her signature below, the person signing this

Consent Agreement on behalf of Respondent acknowledges that he or she is fully authorized to enter into this Consent Agreement and to legally bind Respondent to the terms and conditions of this Consent Agreement and Final Order.

**Effective Date**

172. 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 designee, the Regional Judicial Officer, is filed with the EPA Regional Hearing Clerk pursuant to the Consolidated Rules of Practice.

**Entire Agreement**

173. 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.

For Respondent: King Properties, Ltd.

Date: MAY 6, 2014

By: Ronald B. Hollander  
Ronald B. Hollander  
Principal **PRESIDENT**  
*R.B.H.*

For the United States Environmental Protection Agency:

Date: 5/14/2014

By: *[Signature]*  
Louis F. Ramalho  
Sr. Assistant Regional Counsel

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

Date: 5.28.14

By: *[Signature]*  
John A. Armstead, Director  
Land and Chemicals Division

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

In the Matter of:

King Properties, Ltd.  
163 King George Street  
Annapolis, MD 21401

Respondent,

2 Maryland Avenue  
Units: R5; 43; 26; 5R; 32; 41;  
33; 21; 42  
Annapolis, MD 21401

63 East Street  
Units: 2; 3  
Annapolis, MD 21401

122 Dock Street  
Units: 2; 3  
Annapolis, MD 21401

12 Maryland Avenue  
Units: E; G  
Annapolis, MD 21401

23 Francis Street  
Units: 1; 2; 4; 6  
Annapolis, MD 21401

47 Maryland Avenue  
Units: A; B; C; D; E; G  
Annapolis, MD 21401

51 ½ Maryland Avenue  
Annapolis, MD 21401

:  
:  
: Docket No. TSCA-03-2014-0090  
:  
: Final Order  
:  
: Proceeding under Sections 409 and  
: 16(a) of the Toxic Substances Control  
: Act, 15 U.S.C. §§ 2689 and 2615(a)

RECEIVED  
2014 JUN 18 AM 10:55  
REGIONAL HEARING CLERK  
EPA REGION III, PHILA. PA



49 ½ Maryland Avenue  
Annapolis, MD 21401

Target Housing.

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**FINAL ORDER**

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

**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 of the parties to 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 Forty Nine Thousand Five Hundred Forty Six (\$49,546), and comply with the terms and conditions of the attached Consent Agreement.

The effective date of this Final Order and the accompanying Consent Agreement is the date on which the Final Order, signed by the Regional Administrator of U.S. EPA Region III or the Regional Judicial Officer, is filed with the Regional Hearing Clerk of U.S. EPA - Region III.

Date: 6-17-14

By: Heather Gray  
Heather Gray  
Regional Judicial Officer

Docket No. TSCA-03-2014-0090 United States Environmental Protection Agency  
Region III


**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that on the date listed below, the original of the foregoing Consent Agreement and Final Order, **Docket No. TSCA-03-2014-0090**, was filed with the Regional Hearing Clerk, U.S. EPA - Region III, 1650 Arch Street, Philadelphia, Pennsylvania, 19103-2029, and that a true and correct copy was sent to the following party:

Margaret M. Witherup, Esq.  
Gordon Feinblatt LLC  
233 E. Redwood Street  
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Date

6/18/14

  
\_\_\_\_\_  
Louis F. Kamalho  
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