

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

In the Matter of:

**Metropolitan Management Group, Inc.
1030 Reed Avenue
Suite 100
Wyomissing, Pennsylvania 19610,**

RESPONDENT.

) **Docket No.: TSCA-03-2018-0084**
)
)
) **Proceeding Under Sections 16(a) and**
) **409 of the Toxic Substances Control**
) **Act, 15 U.S.C. §§ 2615(a) and 2689.**
)
)

U.S. EPA-REGION 3-RHC
FILED-18APR2018am1100

CONSENT AGREEMENT

This Consent Agreement is entered into by the Director of the Land and Chemicals Division, U.S. Environmental Protection Agency, Region III (“Complainant”) and Metropolitan Management Group, Inc. (hereinafter “MMG” or “Respondent”), pursuant to Sections 16(a) and 409 of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. §§ 2615(a) and 2689, 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)).

I. PRELIMINARY STATEMENT

1. 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, and entitled “Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property” (commonly known as the “Disclosure Rule”), 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.
2. 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”) and V (“Violations Alleged”) of this Consent Agreement.

II. JURISDICTION

3. The U.S. Environmental Protection Agency (“EPA” or the “Agency”) has jurisdiction over the above-captioned matter pursuant to Sections 16(a) and 409 of TSCA, 15 U.S.C. §§ 2615(a) 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

4. 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".
5. Except as provided in Paragraph 4., immediately above, for the purposes of this proceeding only, Respondent neither admits nor denies the specific factual allegations set forth in this Consent Agreement and the attached Final Order.
6. 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.
7. 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.
8. Respondent consents to the issuance of this CAFO and agrees to comply with its terms and conditions.
9. Each Party to this Consent Agreement shall bear its own costs and attorney's fees.

IV. FINDINGS OF FACT AND CONCLUSIONS OF LAW

10. 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.
11. 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."
12. 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.

13. 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.
14. 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.
15. 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.
16. 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.”
17. 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.
18. Pursuant to 40 C.F.R. § 745.103, the term “lead-based paint” means “paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square centimeter [mg/cm²] or 0.5 percent by weight.”
19. 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.”
20. The disclosure requirements for sellers and lessors are set forth at 40 C.F.R. § 745.107 and provide, in pertinent part, that:

(a) The following activities shall be completed before the purchaser or lessee is obligated under any contract to purchase or lease target housing that is not otherwise an exempt transaction pursuant to [40 C.F.R.] § 745.101. Nothing in this section implies a positive obligation on the seller or lessor to conduct any evaluation or reduction activities.

(1) The seller or lessor shall provide the purchaser or lessee with an EPA-approved lead hazard information pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead in Your Home* (EPA #747-K-94-001) or an equivalent pamphlet that has been approved for use in that State by EPA.

* * *

(4) The seller or lessor shall provide the purchaser or lessee with any records or reports available to the seller or lessor pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold or leased. This requirement includes records or reports regarding common areas. This requirement also includes records or reports regarding other residential dwellings in multifamily target housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

21. 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:

(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.

* * *

(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.

* * *

(c) *Retention of Certification and Acknowledgment Information.*

(1) * * * The lessor, and any agent, shall retain a copy of the completed attachment or lease contract containing the information required under paragraph (b) of this [40 C.F.R.] section [745.113] for no less than 3 years from the commencement of the leasing period.

22. 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.

23. The enforcement provisions of 40 C.F.R. § 745.118(e) 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).
24. Respondent is a Pennsylvania corporation that provides residential and commercial property management services. Respondent does business from a corporate office currently located at 1030 Reed Avenue, Suite 100, Wyomissing, Pennsylvania 19610.
25. On June 22, 2016, duly authorized EPA representatives conducted a records review inspection at Respondent's 1030 Reed Avenue, Suite 100, Wyomissing, Pennsylvania offices and reviewed a selection of recent residential dwelling target housing lease contracts maintained by the Respondent in its capacity as the leasing agent for each respective target housing property owner and lessor.
26. On March 7, 2017, a duly authorized EPA representative contacted a representative of the Respondent and requested information regarding Respondent's compliance with Disclosure Rule obligations associated with the following two (2) lease contracts: (i) an October 18, 2013 lease contract for a single family residential home constructed in 1934 and located at 517 Mohns Hill Road, Reading, PA 19608; and (ii) a September 18, 2015 lease contract for residential apartment Unit A011, located in a residential apartment building constructed in 1969 at 720 Old Mill Road, Wyomissing, PA 19610.
27. The property located at 517 Mohns Hill Road, Reading, Pennsylvania 19608 consists of and, at all times relevant to the violations alleged herein, consisted of real property on which there is situated a residential building used or occupied, or intended to be used or occupied, in whole or in part, as a single-family residence of one or more persons.
28. The property located at 720 Old Mill Road, Wyomissing, Pennsylvania 19610, consists of and, at all times relevant to the violations alleged herein, consisted of real property on which there is situated a multi-unit apartment building that includes Unit A011, a residential dwelling unit that is used or occupied, or intended to be used or occupied, in whole or in part, as the residence of one or more persons.
29. Each of the residential dwellings and dwelling units situated on the residential real property located at 517 Mohns Hill Road, Reading, Pennsylvania 19608 and at 720 Old Mill Road, Wyomissing, Pennsylvania 19610, is housing constructed prior to 1978.

- 30. Each of the residential dwellings and dwelling units situated on the residential real property located at 517 Mohns Hill Road, Reading, Pennsylvania 19608 and at 720 Old Mill Road, Wyomissing, Pennsylvania 19610, 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.
- 31. Each of the residential dwellings and dwelling units situated on the residential real property located at 517 Mohns Hill Road, Reading, Pennsylvania 19608 and at 720 Old Mill Road, Wyomissing, Pennsylvania 19610, 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.
- 32. A representative of Respondent responded to EPA's March 7, 2017 information request on that same day, but did not provide the requested Disclosure Rule compliance information to EPA at that time or at any time subsequent thereto.
- 33. At all times relevant to the violations alleged herein, Respondent was an "agent" of each respective "owner" and "lessor" of "target housing", as those terms are defined at 40 C.F.R. § 745.103, located at 517 Mohns Hill Road, Reading, Pennsylvania 19608 and at 720 Old Mill Road, Wyomissing, Pennsylvania 19610.
- 34. Respondent, therefore, was responsible for compliance with the Disclosure Rule "agent" responsibilities set forth at 40 C.F.R. § 745.115 with respect to each of the two (2) target housing lease contracts, referenced in paragraph 31, above, which are further identified (by Count Numbers, Target Housing Address / Unit, Lease Date and Lease Contract Number) and summarized in the chart set forth immediately below:

Count Numbers	Target Housing Address / Unit	Lease Date	Lease Contract No.
1, 3, 5, 7	517 Mohns Hill Road, Reading, PA 19608	10/18/2013	#1
2, 4, 6, 8	720 Old Mill Road, Unit A011, Wyomissing, PA 19610	9/18/2015	#2

V. VIOLATIONS ALLEGED

COUNTS 1 - 2

Violations 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 Lease Contracts #1 and #2*

35. The allegations contained in paragraphs 1 through 34, above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
36. Pursuant to the “*Lessor requirements*” of 40 C.F.R. § 745.113(b)(1), which requirements are recited fully in paragraph 21, above, each contract to lease target housing shall include, as an attachment 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 21, above.
37. Lease Contracts #1 and #2, identified in paragraph 34, above, each failed to include, as an attachment 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), on or before the identified Lease Date, when each lessee became obligated to lease such target housing.
38. 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 as an attachment to, or within, Lease Contracts #1 and #2, as required by 40 C.F.R. §§ 745.115(a)(2) and 745.113(b)(1).
39. 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 either within, or as an attachment to, Lease Contracts #1 and #2 on or before each identified Lease Date, 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).
40. Each of the two (2) violations alleged in the preceding paragraph constitutes a separate count for purposes of this Consent Agreement, which counts herein are identified and referred to as Counts 1 and 2, as delineated in the chart set forth in paragraph 34, above.

COUNTS 3 - 4

Violations 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 Lease Contracts #1 and #2*

41. The allegations contained in paragraphs 1 through 40, above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
42. Pursuant to the "*Lessor requirements*" of 40 C.F.R. § 745.113(b)(2), which requirements are recited fully in paragraph 21, above, each contract to lease target housing shall include, as an attachment or within the contract, a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards.
43. Lease Contracts #1 and #2, identified in paragraph 34, above, each failed to include as an attachment or within each such contract, a statement disclosing the presence of known lead-based paint in the respective target housing or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards on or before the identified Lease Date, when each lessee became obligated to lease such target housing.
44. Respondent failed to ensure that a statement disclosing the presence of known lead-based paint, or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards in the target housing which is the subject of Lease Contracts #1 and #2 was included as an attachment to, or within, each such lease contract, as required by 40 C.F.R. §§ 745.115(a)(2) and 745.113(b)(2).
45. Respondent's failure to ensure that an appropriate statement disclosing the presence of known lead-based paint, or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards, in the target housing which is the subject of Lease Contracts #1 and #2 was included as an attachment to, or within, each such lease contract on or before each identified Lease Date, 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).
46. Each of the two (2) violations alleged in the preceding paragraph constitutes a separate count for purposes of this Consent Agreement, which counts herein are identified and referred to as Counts 3 and 4, as delineated in the chart set forth in paragraph 34, above.

COUNTS 5 - 6

Violations 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 Lease Contracts #1 and #2*

47. The allegations contained in paragraphs 1 through 46, above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
48. Pursuant to the "*Lessor requirements*" of 40 C.F.R. § 745.113(b)(4), which requirements are recited fully in paragraph 21, above, each contract to lease target housing shall include, as an attachment or within the contract, a statement by the lessee affirming receipt of the information set out in 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.
49. Lease Contracts #1 and #2, identified in paragraph 34, above, each failed to include, as an attachment 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 on or before the identified Lease Date, when each lessee became obligated to lease such target housing.
50. Respondent failed to ensure that Lease Contracts #1 and #2 each included, as an attachment 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).
51. Respondent's failure to ensure that Lease Contracts #1 and #2 each included, as an attachment 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, on or before each identified Lease Date, 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).
52. Each of the two (2) violations alleged in the preceding paragraph constitutes a separate count for purposes of this Consent Agreement, which counts herein are identified and referred to as Counts 5 and 6, as delineated in the chart set forth in paragraph 34, above.

COUNTS 7 - 8

Violations 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 Lease Contracts #1 and #2*

53. The allegations contained in paragraphs 1 through 52, above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
54. Pursuant to the "*Lessor requirements*" of 40 C.F.R. §§ 745.113(b)(5)(i) and (ii), which requirements are recited fully in paragraph 21, above, each contract to lease target housing shall include, as an attachment 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.
55. Lease Contracts #1 and #2, identified in paragraph 34, above, each failed to include as an attachment, 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 Contracts #1 and #2 of each 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, on or before the identified Lease Date, when each lessee became obligated to lease such target housing.
56. 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 as an attachment to, or within, each of Lease Contracts #1 and #2, as required by 40 C.F.R. §§ 745.115(a)(2) and 745.113(b)(5).
57. 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 as an attachment to, or within, each of Lease Contracts #1 and #2, on or before the identified Lease Date, 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).
58. Each of the two (2) violations alleged in the preceding paragraph constitutes a separate count for purposes of this Consent Agreement, which counts herein are identified and referred to as Counts 7 and 8, as delineated in the chart set forth in paragraph 34, above.

VI. CIVIL PENALTY

59. Respondent agrees to pay the amount of **Twenty Thousand Five Hundred Dollars (\$20,500.00)**, 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.
60. The Parties find and represent that the aforesaid settlement amount is reasonable and is based upon Complainant's consideration of a number of factors, including the penalty criteria set forth 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). Complainant has also considered the appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19 and the January 11, 2018 Memoranda by EPA Assistant Administrator Susan Parker Bodine, entitled *Amendments to the EPA's Civil Penalty Policies to Account for Inflation (Effective January 15, 2018) and Transmittal of the 2018 Civil Monetary Penalty Inflation Adjustment Rule*.
61. Payment of the civil penalty amount in Paragraph 59, above (including applicable accrued interest and late penalty payments, if any), 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 Respondent's name and address, and the Docket Number of this action, *i.e.*, **TSCA-03-2018-0084**;
 - 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:

*In the Matter of:
Metropolitan Management Group, Inc.*

*Consent Agreement
Docket No. TSCA-03-2018-0084*

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

Primary Contact: Craig Steffen, 513-487-2091
Secondary Contact: Molly Williams, (513) 487-2076

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

U.S. Environmental Protection Agency
Cincinnati Finance Center
P.O. Box 979077
1005 Convention Plaza SL-MO-C2-GL
St. Louis, MO 63101

Contact: (314) 418-1028

- e. All payments made by check in any currency drawn on banks with no USA branches shall be addressed for delivery to:

Cincinnati Finance
US EPA, MS-NWD
26 W. M.L. King Drive
Cincinnati, OH 45268-0001

62. Respondent may also pay the civil penalty amount in Paragraph 59, above (including applicable accrued interest and late penalty payments, if any), electronically or on-line as follows:

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

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

US Treasury REX / Cashlink ACH Receiver
ABA = 051036706
Account Number: 310006, Environmental Protection Agency
CTX Format Transaction Code 22 - Checking

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

Contact: John Schmid, (202) 874-7026, or
Remittance Express (REX): 1-866-234-5681

- c. On-Line Payment Option:

WWW.PAY.GOV/PAYGOV

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

- d. Additional payment guidance is available at:

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

63. A copy of each check issued by, and/or of each electronic transfer payment made by, the Respondent shall be sent simultaneously to:

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

and

A.J. D'Angelo
Senior Assistant Regional Counsel (3RC50)
U.S. Environmental Protection Agency - Region III
1650 Arch Street
Philadelphia, PA 19103-2029.

64. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest 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. Accordingly, Respondent's failure to make timely payment or to comply with the conditions in this Consent Agreement and the attached Final Order shall result in the assessment of late payment charges including interest, penalties, and/or administrative costs of handling delinquent debts.
65. The costs of the EPA's administrative handling of overdue debts will be charged and assessed monthly throughout the period the 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.
66. A late penalty payment of six percent (6%) per year will be assessed monthly on any portion of the 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 the debt be required, it shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).
67. The Respondent agrees not to deduct for federal tax purposes the civil monetary penalty specified in this Consent Agreement and the accompanying Final Order.

VII. EFFECT OF SETTLEMENT

68. The settlement set forth in this CAFO shall constitute full and final satisfaction of all civil claims for penalties which Complainant may have against Respondent under Section 16 of TSCA, 15 U.S.C. § 2615, for the specific violations alleged in Section V ("Violations Alleged"), 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.

VIII. OTHER APPLICABLE LAWS

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

IX. CERTIFICATION OF COMPLIANCE

70. 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, 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.

X. RESERVATION OF RIGHTS

71. This Consent Agreement and the accompanying Final Order resolve only EPA's claims for civil monetary penalties for the specific violations alleged against the Respondent in this CAFO. 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*, 40 C.F.R. § 22.18(c). 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.
72. 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.

XI. PARTIES BOUND

73. 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.

XII. EFFECTIVE DATE

74. 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*.

XIII. ENTIRE AGREEMENT

75. 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.

*In the Matter of:
Metropolitan Management Group, Inc.*

*Consent Agreement
Docket No. TSCA-03-2018-0084*

XIV. EXECUTION

76. 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 Respondent to the terms and conditions of this Consent Agreement and the accompanying Final Order.

For Respondent, Metropolitan Management Group, Inc.:

Date: 3/27/18

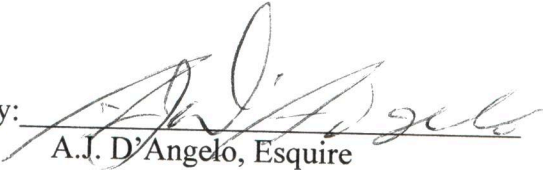
By: Deborah Houck
Ms. Deborah Houck
Vice President of Operations
Metropolitan Management Group, Inc.

In the Matter of:
Metropolitan Management Group, Inc.

Consent Agreement
Docket No. TSCA-03-2018-0084

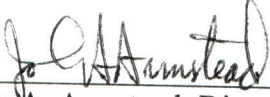
For Complainant:

Date: 4/11/2018

By: 
A.J. D'Angelo, Esquire
UST, Asbestos, Lead & Pesticides Branch
Office of Regional Counsel
U.S. Environmental Protection Agency, Region III

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

Date: 4.11.18

By: 
John A. Armstead, Director
Land and Chemicals Division
U.S. Environmental Protection Agency, Region III

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

In the Matter of:) Docket No.: TSCA-03-2018-0084
)
Metropolitan Management Group, Inc.)
1030 Reed Avenue)
Suite 100) Proceeding Under Sections 16(a) and
Wyomissing, Pennsylvania 19610,) 409 of the Toxic Substances Control
) Act, 15 U.S.C. §§ 2615(a) and 2689.
)
RESPONDENT.)

FINAL ORDER

U.S. EPA-REGION 3-RHC
FILED-18APR2018am11:01

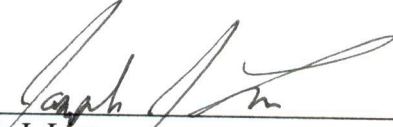
Complainant, the Director of the Land and Chemicals Division, U.S. Environmental Protection Agency, Region III, and Respondent, Metropolitan Management Group, Inc., have executed a document entitled "Consent Agreement," which I hereby ratify as a Consent Agreement in accordance with the Consolidated 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, with specific reference to Sections 22.13(b) and 22.18(b)(2) and (3). The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated into this Final Order as if fully set forth at length herein.

WHEREFORE, pursuant to Sections 16(a) and 409 of the Toxic Substances Control Act ("TSCA"), 15 U.S.C. §§ 2615(a) and 2689, with respect to violations of the Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property requirements of 40 C.F.R. Part 745, Subpart F, and having determined, based on the representations of the parties to the attached Consent Agreement, that the civil penalty agreed therein was based upon a consideration of, *inter alia*: the statutory penalty factors set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B); EPA's *Section 1018 – Disclosure Rule*

Enforcement Response and Penalty Policy, dated December 2007, and the appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19 and the January 11, 2018 Memoranda by EPA Assistant Administrator Susan Parker Bodine, entitled *Amendments to the EPA's Civil Penalty Policies to Account for Inflation (Effective January 15, 2018) and Transmittal of the 2018 Civil Monetary Penalty Inflation Adjustment Rule*, **IT IS HEREBY ORDERED** that Respondent pay a civil monetary penalty of Twenty Thousand Five Hundred Dollars (\$20,500.00), in accordance with the provisions of the foregoing Consent Agreement, and comply timely with each of the additional terms and conditions thereof.

The effective date of the foregoing Consent Agreement and this Final Order, signed by the Regional Administrator of the U.S. Environmental Protection Agency, Region III, or his designee, the Regional Judicial Officer, is the date on which this Final Order is filed with the Regional Hearing Clerk.

Date: April 18, 2018



Joseph J. Lisa
Regional Judicial Officer
U.S. Environmental Protection Agency, Region III

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

In the Matter of:) Docket No.: TSCA-03-2018-0084
)
Metropolitan Management Group, Inc.)
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Wyomissing, Pennsylvania 19610,) 409 of the Toxic Substances Control
) Act, 15 U.S.C. §§ 2615(a) and 2689.
)
RESPONDENT.)


CERTIFICATE OF SERVICE

I hereby certify that on the date set forth below, I caused to be hand-delivered to the Regional Hearing Clerk (3RC00), U.S. EPA Region III, 1650 Arch Street, 5th Floor, Philadelphia, PA 19103-2029, the original and one copy of the foregoing Consent Agreement and of the accompanying Final Order (collectively, "CAFO"). I further certify that on the date set forth below, I caused true and correct copies of the same to be mailed via *Certified Mail, Return Receipt Requested, Postage Prepaid (Article No. 7001 2510 0001 1042 9597)*, to the following person at the following address:

Giovanna M. Raffaelli, Esquire
Metropolitan Development Group, Inc.
1243 Easton Road, Suite 205
Warrington, Pennsylvania 18976

(General Counsel for Respondent)

4/18/2018
Date


A.J. DiAngelo
Sr. Assistant Regional Counsel
UST, Asbestos, Lead & Pesticides Branch
Office of Regional Counsel (3RC50)
U.S. EPA, Region III
1650 Arch Street
Philadelphia, PA 19103-2029
Tel. (215) 814-2480