

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 3
Philadelphia, Pennsylvania 19103**

FILED

Aug 06, 2026

11:40 am

**U.S. EPA REGION 3
HEARING CLERK**

In the Matter of:	:	
	:	U.S. EPA Docket No. TSCA-03-2026-0193
Manor Management Corporation	:	
1377-C Spencer Avenue	:	
Lancaster, Pennsylvania 17603	:	Proceeding under Section 1018(b)(5) of the
	:	Residential Lead-Based Paint Hazard
	:	Reduction Act of 1992, 42 U.S.C. § 4852d(b)(5),
	:	and Sections 409 and 16 of the Toxic
	:	Substances Control Act, 15 U.S.C. §§ 2689 and
	:	2615
Respondent.	:	

CONSENT AGREEMENT

PRELIMINARY STATEMENT

1. This Consent Agreement is entered into by the Acting Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region 3 ("Complainant") and Manor Management Corporation ("Respondent") (collectively the "Parties"), pursuant to Section 1018(b)(5) of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 United States Code ("U.S.C.") § 4852d(b)(5), and Sections 409 and 16 of the Toxic Substances Control Act ("TSCA"), 15 U.S.C. §§ 2689 and 2615, 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 Code of Federal Regulations ("C.F.R.") Part 22. Section 1018(b)(5) of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d(b)(5), and Sections 409 and 16 of TSCA, 15 U.S.C. §§ 2689 and 2615, authorize the Administrator of the U.S. Environmental Protection Agency (the "EPA") to assess penalties and undertake other actions required by this Consent Agreement. The Administrator has delegated this authority to the Regional Administrator for Region 3 who, in turn, has delegated the authority to enter into agreements concerning administrative penalties to the Complainant. This Consent Agreement and the accompanying Final Order (hereinafter jointly referred to as the "Consent Agreement and Final Order") resolve Complainant's civil penalty claims against Respondent under Section 1018(b)(5) of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d(b)(5), and Sections 409 and 16 of TSCA, 15 U.S.C. §§ 2689 and 2615, for the violations alleged herein.

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 concludes this administrative proceeding.

JURISDICTION

3. The EPA has jurisdiction over the above-captioned matter, as described in Paragraph 1 above.
4. The Consolidated Rules of Practice govern this administrative adjudicatory proceeding pursuant to 40 C.F.R. § 22.1(a)(5).

GENERAL PROVISIONS

5. For purposes of this proceeding only, Respondent admits the jurisdictional allegations set forth in this Consent Agreement and Final Order.
6. Except as provided in Paragraph 5 immediately above, Respondent neither admits nor denies the specific factual allegations set forth in this Consent Agreement.
7. Respondent agrees not to contest the jurisdiction of the EPA with respect to the execution of this Consent Agreement, the issuance of the accompanying Final Order, or the enforcement of this Consent Agreement and Final Order.
8. For purposes of this proceeding only, Respondent waives its right to contest the allegations set forth in this Consent Agreement and Final Order and waives its right to appeal the accompanying Final Order.
9. Respondent consents to the assessment of the civil penalty stated herein, to the issuance of any specified compliance order herein, and to any conditions specified herein.
10. Respondent shall bear its own costs and attorney's fees in connection with this proceeding.
11. By signing this Consent Agreement, Respondent waives any rights or defenses that Respondent has or may have for this matter to be resolved in federal court, including, but not limited to, any right to a jury trial, and waives any right to challenge the lawfulness of the Final Order accompanying this Consent Agreement.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

12. 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 below.
13. Respondent, Manor Management Corporation, is a Pennsylvania domestic business corporation with an initial filing date of September 8, 1986 which, at all times relevant hereto, has been the owner of Roxalana Hills Associates, Limited Partnership ("RHA"), doing business at the Roxalana Hills Apartments at 700 Roxalana Hills Drive, Dunbar, West Virginia 25064. Respondent is, and at all times relevant to the violations alleged herein was, the owner of the aforementioned Roxalana Hills Apartments.
14. Respondent is a person as that term is used in Sections 409 and 16(a) of TSCA, 15 U.S.C. §§ 2689 and 2615(a), and is subject to the assessment of civil penalties for the violations alleged herein.
15. On October 28, 1992, the Housing and Community Development Act of 1992 was enacted as a federal statute. Title X of that Act is referred to as the Residential Lead-Based Paint Hazard Reduction Act of 1992. Among other things, Title X added new statutory provisions to Title 42 of the United States Code [new Chapter 63A at 42 U.S.C. §§ 4851 to 4856]. Section 1018 of Title X, codified at 42 U.S.C. § 4852d, addressed disclosure of information concerning lead upon transfer of residential property, and required the Secretary of the federal Department of Housing and Urban Development and the Administrator of the federal Environmental Protection Agency to promulgate regulations for the disclosure of lead-based paint hazards in target housing which is offered for sale or lease. These regulations were proposed on November 2, 1994 at 59 Federal Register 54984 and promulgated on March 6, 1996 at 61 Federal Register 9064. The promulgated regulations were effective on March 6, 1996, with the exception of certain regulations which became effective on April 22, 1996. For owners of more than four residential dwellings, the requirements of these regulations became applicable on September 6, 1996, and for owners of one to four residential dwellings, the requirements became applicable on December 6, 1996. Certain of these promulgated regulations addressed Lead-Based Paint Poisoning Prevention in Certain Residential Structures and are codified in Title 40 of the Code of Federal Regulations at 40 C.F.R. Part 745. Subpart F of Part 745 addresses Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property and is referred to as the Real Estate Notification and Disclosure Rule for Lead-Based Paint ("Disclosure Rule"). The Disclosure Rule requires that lessors of "target housing" comply with certain notification and disclosure requirements for lease transactions.

16. The term “target housing” is defined as follows at 40 C.F.R. § 745.103: “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.”
17. On October 31, 2024, pursuant to the EPA’s authority under Section 11 of TSCA, 15 U.S.C. § 2610, the EPA conducted an inspection to determine compliance with the Disclosure Rule at the aforementioned Roxalana Hills Apartments at 700 Roxalana Hills Drive, Dunbar, West Virginia 25064. Based upon information gathered during the course of EPA’s inspection and investigation, including documents obtained from RHA at the time of the inspection and subsequently, the EPA alleges that RHA/Respondent violated requirements of the Disclosure Rule [40 C.F.R. Part 745, Subpart F], with respect to the lease transactions for the eleven residential properties listed on Attachment 1 to this Consent Agreement.

Count 1

Failure to include the prescribed Lead Warning Statement

18. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
19. Each of the eleven residential properties noted on Attachment 1 to this Consent Agreement meet the definition of “target housing” to which the notification and disclosure requirements for lease transactions contained in the Disclosure Rule apply.
20. At the time of the lease transactions noted on Attachment 1 to this Consent Agreement, RHA/Respondent was the owner and lessor of the leased residential properties.
21. RHA/Respondent failed to comply with the requirement to include, as an attachment or within the contract to lease target housing, in the language of the contract, the prescribed Lead Warning Statement, as required by 40 C.F.R. § 745.113(b)(1), with regard to each of the eleven lease transactions.
22. By failing to include, as an attachment or within the contract to lease target housing, in the language of the contract, the prescribed Lead Warning Statement, as required by 40 C.F.R. § 745.113(b)(1), RHA/Respondent violated 40 C.F.R. § 745.113(b)(1), and thereby committed a prohibited act under Section 1018(b)(5) of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and Section 409 of TSCA, 15 U.S.C. § 2689, with regard to each of the eleven lease transactions.

Count 2

Failure to include 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

23. The information and allegations in the preceding Paragraphs 1 through 17 of this Consent Agreement are incorporated herein by reference.
24. Each of the eleven residential properties noted on Attachment 1 to this Consent Agreement meet the definition of “target housing” to which the notification and disclosure requirements for lease transactions contained in the Disclosure Rule apply.
25. At the time of the lease transactions noted on Attachment 1 to this Consent Agreement, RHA/Respondent was the owner and lessor of the leased residential properties.
26. RHA/Respondent failed to comply with the requirement to include, as an attachment or within the contract to lease target housing, in the language of 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, as required by 40 C.F.R. § 745.113(b)(2), with regard to each of the eleven lease transactions.
27. By failing to include, as an attachment or within the contract to lease target housing, in the language of 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, as required by 40 C.F.R. § 745.113(b)(2), RHA/Respondent violated 40 C.F.R. § 745.113(b)(2), and thereby committed prohibited acts under Section 1018(b)(5) of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and Section 409 of TSCA, 15 U.S.C. § 2689, with regard to each of the eleven lease transactions.

Count 3

Failure to include a statement by the lessee affirming receipt of the required lead-based paint and/or lead-based paint hazard information and the lead hazard information pamphlet

28. The information and allegations in the preceding Paragraphs 1 through 17 of this Consent Agreement are incorporated herein by reference.
29. Each of the eleven residential properties noted on Attachment 1 to this Consent Agreement meet the definition of “target housing” to which the notification and disclosure requirements for lease transactions contained in the Disclosure Rule apply.

30. At the time of the lease transactions noted on Attachment 1 to this Consent Agreement, RHA/Respondent was the owner and lessor of the leased residential properties.
31. RHA/Respondent failed to comply with the requirement to include, as an attachment or within the contract to lease target housing, in the language of the contract, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the lead hazard information pamphlet required under Section 406 of TSCA, 15 U.S.C. § 2686, as required by 40 C.F.R. § 745.113(b)(4), with regard to each of the eleven lease transactions.
32. By failing to include, as an attachment or within the contract to lease target housing, in the language of the contract, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the lead hazard information pamphlet required under Section 406 of TSCA, 15 U.S.C. § 2686, as required by 40 C.F.R. § 745.113(b)(4), RHA/Respondent violated 40 C.F.R. § 745.113(b)(4), and thereby committed prohibited acts under Section 1018(b)(5) of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and Section 409 of TSCA, 15 U.S.C. § 2689, with regard to each of the eleven lease transactions.

EFFECTIVE DATE

33. The effective date of this Consent Agreement and Final Order (“Effective Date”) is the date on which the Final Order, signed by the Regional Administrator of EPA, Region 3, or by the Regional Administrator’s delegate, the Regional Judicial Officer, is filed, along with the Consent Agreement, with the Regional Hearing Clerk pursuant to the Consolidated Rules of Practice.

CIVIL PENALTY

34. In settlement of the EPA’s claims for civil penalties for the violations alleged in this Consent Agreement, Respondent consents to the assessment of a civil penalty in the amount of forty-three thousand one hundred forty-three dollars (\$43,143) (“Assessed Penalty”), which Respondent shall be liable to pay in accordance with the terms set forth below.

35. In determining the amount of the Assessed Penalty, the EPA has taken into account the factors specified in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), including the following: the nature, circumstances, extent, and gravity of the violation or violations and, with respect to the violator, ability to pay, effect on ability to continue to do business, any history of prior such violations, the degree of culpability, and such other matters as justice may require. These factors were applied to the particular facts and circumstances of this case, with specific reference to the EPA's December 2007 Section 1018 – Disclosure Rule Enforcement Response and Penalty Policy [which reflects the factors specified in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B)], the appropriate Adjustment of Civil Monetary Penalties for Inflation, pursuant to 40 C.F.R. Part 19, Section 19.4, Table 1, and the applicable EPA memorandum addressing the EPA's civil penalty policies to account for inflation.
36. Respondent agrees to pay the Assessed Penalty within thirty (30) calendar days of the Effective Date of this Consent Agreement and Final Order.
37. Respondent shall pay the Assessed Penalty and any interest, fees, and other charges due, using any method, or combination of appropriate methods, as provided on the EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>. Respondent acknowledges that the EPA has provided adequate notification that, prior to the Effective Date, in accordance with Executive Order 14247: Modernizing Payments To and From America's Bank Account, EPA ceased accepting paper checks as a form of payment of civil penalties, and that EPA only accepts specific electronic methods of payments as provided on the above website.

38. When making the payment, Respondent shall:

- a. Identify the payment with Respondent's name and the docket number of this Consent Agreement [TSCA-03-2026-0193], and
- b. Concurrently with the payment or within 24 hours of the payment, serve Proof of Payment simultaneously by email upon the following:

James M. Baker
Senior Assistant Regional Counsel
U.S. EPA, Region 3
baker.james@epa.gov

U.S. Environmental Protection Agency
Cincinnati Finance Center
CINWD_AcctsReceivable@epa.gov,

and

U.S. EPA Region 3 Regional Hearing Clerk
R3_Hearing_Clerk@epa.gov.

"Proof of Payment" means, as applicable, confirmation of credit card or debit card payment, or confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to the EPA's requirements, in the amount due, and identified with the appropriate docket number and Respondent's name.

39. **Interest, Handling Charges, and Late Payment Penalties.** Pursuant to 15 U.S.C. § 2615, 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay any portion of the Assessed Penalty within thirty (30) calendar days of the Effective Date of this Consent Agreement and Final Order, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing, and the EPA is authorized to recover the following amounts.

a. **Interest.** Interest begins to accrue from the Effective Date of this Consent Agreement and Final Order. If the Assessed Penalty is paid in full within thirty (30) calendar days of the Effective Date, interest accrued is waived. If the Assessed Penalty is not paid in full within thirty (30) calendar days, interest will continue to accrue until any unpaid portion of the Assessed Penalty, as well as any interest, handling charges, and late payment penalties are paid in full. To protect the interests of the United States, the rate of interest is set at either the IRS standard underpayment rate or large corporate underpayment rate (presently 6% and 8%, respectively, for April-June 2026), as applicable. Any lower rate would fail to provide Respondent with adequate incentive for timely payment.

b. **Handling Charges.** Respondent will be assessed monthly a charge to cover the EPA's costs of processing and handling overdue debts. If Respondent fails to pay the Assessed Penalty within thirty (30) calendar days of the Effective Date of this Consent Agreement and Final Order, the EPA will assess a charge to cover the costs of handling any unpaid amounts for the first thirty (30) day period after the Effective Date. Additional handling charges will be assessed each subsequent thirty (30) days, or any portion thereof, until the unpaid portion of the Assessed Penalty, as well as any accrued interest, previous handling charges, and late payment penalties, if any, are paid in full.

c. **Late Payment Penalties.** A late payment penalty of six percent (6%) per annum, will be assessed monthly on all debts, including any unpaid portion of the Assessed Penalty, accrued interest, handling charges, and late payment penalties, that remain delinquent more than ninety (90) days.

40. Late Penalty Actions.

In addition to the amounts described in Paragraph 39 immediately above, if Respondent fails to timely pay any portion of the Assessed Penalty, accrued interest, handling charges or late payment penalties per this Consent Agreement, the EPA may take additional actions. Such actions may include, but are not limited to, the following:

- a. Refer the debt to a credit reporting agency or a collection agency, per 40 C.F.R. §§ 13.13 and 13.14.
- b. Collect the debt by administrative offset (i.e., the withholding of money payable by the United States government to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, 40 C.F.R. Part 13, Subparts C and H.
- c. Suspend or revoke Respondent's licenses or other privileges, or suspend or disqualify Respondent from doing business with the EPA or engaging in programs the EPA sponsors or funds, 40 C.F.R. § 13.17.
- d. Per 15 U.S.C. § 2615(a), the Attorney General will bring a civil action in the appropriate district court to recover the full remaining balance of the debt plus interest. In such an action, the validity, amount, and appropriateness of the Assessed Penalty shall not be subject to review.

41. Allocation of Payments.

Pursuant to 31 C.F.R. § 901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of debt will be applied first to handling charges, second to late penalty charges, third to accrued interest, and last to the principal that is the outstanding Assessed Penalty amount.

- 42. Tax Treatment.** The Assessed Penalty, interest, handling charges, and late payment penalties paid pursuant to this Consent Agreement shall not be deductible for purposes of federal taxes.

GENERAL SETTLEMENT CONDITIONS

- 43.** The Parties consent to service of the Final Order by e-mail at the following valid email addresses: baker.james@epa.gov (for Complainant), and mmignault@bowlesrice.com (for Respondent).

44. By signing this Consent Agreement, Respondent acknowledges that this Consent Agreement and Final Order will be available to the public and represents that, to the best of Respondent's knowledge and belief, this Consent Agreement and Final Order does not contain any confidential business information or personally identifiable information from Respondent.
45. Respondent certifies that any information submitted or representation made to the EPA concerning this matter was, at the time of submission or making, true, accurate, and complete and that there has been no material change regarding the truthfulness, accuracy, or completeness of such information or representation. The EPA shall have the right to institute further actions to recover appropriate relief if the EPA obtains evidence that any information submitted and/or representation made by Respondent to the EPA regarding matters relevant to this Consent Agreement and Final Order, including information or representations about Respondent's ability to pay a penalty, are false or, in any material respect, inaccurate. This right shall be in addition to all other rights and causes of action that the EPA may have, civil or criminal, under law or equity, in such event. Respondent and its directors, officers, employees, and agents are aware that the submission of false or misleading information to the United States government may subject a person to separate civil and/or criminal liability.

CERTIFICATION OF COMPLIANCE

46. Respondent certifies to the EPA, upon personal investigation and to the best of its knowledge and belief, that it currently is in compliance with the Disclosure Rule with respect to the sale or lease of its residential properties.

OTHER APPLICABLE LAWS

47. Nothing in this Consent Agreement and Final Order shall relieve Respondent of its obligation to comply with all applicable federal, state, and local laws and regulations, nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on the validity of any federal, state or local permit. This Consent Agreement and Final Order does not constitute a waiver, suspension or modification of the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992 or TSCA, or any regulations promulgated thereunder.

RESERVATION OF RIGHTS

48. This Consent Agreement and Final Order resolves only the EPA's claims for civil penalties for the specific violations alleged against Respondent in this Consent Agreement and Final Order. The EPA reserves the right to commence action against any person, including Respondent, in response to any condition which the EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. 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). The EPA reserves any rights and remedies available to it under the Residential Lead-Based Paint Hazard Reduction Act of 1992, TSCA, the regulations promulgated thereunder, and any other federal law or regulation, to enforce the terms of this Consent Agreement and Final Order on and after its effective date.

EXECUTION/PARTIES BOUND

49. This Consent Agreement and Final Order shall apply to and be binding upon the EPA, the Respondent, and the directors, officers, employees, agents, contractors, successors and assigns of Respondent. By providing the signature below, the person who signs this Consent Agreement on behalf of Respondent is acknowledging that the person signing is fully authorized by the Respondent to execute this Consent Agreement and to legally bind Respondent to the terms and conditions of this Consent Agreement and Final Order.

ENTIRE AGREEMENT

50. This Consent Agreement and Final Order constitutes the entire agreement and understanding between the Parties regarding settlement of EPA's claims for civil penalties for the violations alleged herein and there are no representations, warranties, covenants, terms or conditions agreed upon between the Parties other than those expressed in this Consent Agreement and Final Order.

Attachment 1

Lease Number	Property Address	Lease Date	Year Built
1	202 Roxalana Hills Dr. Dunbar, WV 25064	8/24/2023	1977
2	256 Roxalana Hills Dr. Dunbar, WV 25064	7/22/2023	1977
3	266 Roxalana Hills Dr. Dunbar, WV 25064	7/25/2023	1977
4	332 Roxalana Hills Dr. Dunbar, WV 25064	12/29/2023	1977
5	392 Roxalana Hills Dr. Dunbar, WV 25064	3/1/2024	1977
6	450 Roxalana Hills Dr. Dunbar, WV 25064	1/24/2022	1977
7	480 Roxalana Hills Dr. Dunbar, WV 25064	1/18/2023	1977
8	566 Roxalana Hills Dr. Dunbar, WV 25064	8/16/2024	1977
9	588 Roxalana Hills Dr. Dunbar, WV 25064	5/20/2023	1977
10	712 Roxalana Hills Dr. Dunbar, WV 25064	3/19/2023	1977
11	886 Roxalana Hills Dr. Dunbar, WV 25064	7/10/2024	1977

In the Matter of: Manor Management Corporation

EPA Docket No. TSCA-03-2026-0193

For the Respondent: Manor Management Corporation

Date: 5/21/2024

By: Melissa Cullipher
Melissa Cullipher
Vice President of Operations

For the Complainant:

After reviewing the Consent Agreement and other pertinent matters, I, the undersigned Acting Director of the Enforcement and Compliance Assurance Division of the United States Environmental Protection Agency, Region 3, agree to the terms and conditions of this Consent Agreement and recommend that the Regional Administrator, or her delegate, the Regional Judicial Officer, issue the attached Final Order.

By: _____
Andrea Bain, Acting Director
Enforcement and Compliance Assurance Division
U.S. EPA, Region 3
Complainant

Attorney for Complainant:

By: _____
James M. Baker
Senior Assistant Regional Counsel
Office of Regional Counsel
U.S. EPA, Region 3

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 3
Philadelphia, Pennsylvania 19103

FILED

Aug 06, 2026

11:41 am

U.S. EPA REGION 3
HEARING CLERK

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Manor Management Corporation :
1377-C Spencer Avenue :
Lancaster, Pennsylvania 17603 : Proceeding under Section 1018(b)(5) of the
: Residential Lead-Based Paint Hazard
: Reduction Act of 1992, 42 U.S.C. § 4852d(b)(5),
: and Sections 409 and 16 of the Toxic
: Substances Control Act, 15 U.S.C. §§ 2689 and
: 2615
Respondent. :

FINAL ORDER

Pursuant to 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 Consent Agreement resolving this matter is hereby ratified and incorporated by reference into this Final Order.

The Respondent is hereby **ORDERED** to comply with all of the terms of the Consent Agreement.

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

By: _____
Regional Judicial and Presiding Officer
U.S. EPA, Region 3

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 3
Philadelphia, Pennsylvania 19103

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	:	and Sections 409 and 16 of the Toxic
	:	Substances Control Act, 15 U.S.C. §§ 2689 and
	:	2615
Respondent.	:	

CERTIFICATE OF SERVICE

I certify that the **Consent Agreement and Final Order** in the above-captioned matter was filed with the U.S. EPA Region 3 Regional Hearing Clerk on the date that has been electronically stamped on the **Consent Agreement and Final Order**. I further certify that on the date set forth below, I caused to be served a true and correct copy of the **Consent Agreement and Final Order** in the above-captioned matter upon each of the following persons, in the manner specified below, at the following addresses:

Copies served via email to:

Marc Mignault
mmignault@bowlesrice.com

James M. Baker
Senior Assistant Regional Counsel
Office of Regional Counsel
U.S. EPA, Region 3
baker.james@epa.gov

Karlene Freeman
Enforcement Inspector
U.S. EPA, Region 3
Freeman.Karlene@epa.gov

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 3