

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

U.S. EPA-REGION 3-RHC
FILED-15MAY2019am10:21

In the Matter of:	:
	:
Budget Rentals, LLC	:
475 Madison Avenue	:
York, PA 17404	:
	:
Respondent.	:
	:
600 West Philadelphia Street	:
Rear Apartment and Second Floor Units	:
York, PA 17401	:
	:
Target Housing.	:
	:

CONSENT AGREEMENT

PRELIMINARY STATEMENT

1. This Consent Agreement is entered into by the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region III (“Complainant”) and Budget Rentals, LLC (“Respondent”) (collectively the “Parties”), pursuant to Section 16(a) of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2615(a), 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. Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d (“RLBPHRA”), authorizes the assessment of a civil penalty under Section 16 of TSCA, 15 U.S.C. § 2615, for each violation of Section 409 of TSCA, 15 U.S.C. § 2689, and authorizes the Administrator of the U.S. Environmental Protection Agency to assess penalties required by this Consent Agreement. The Administrator has delegated this authority to the Regional Administrator who, in turn, has delegated it to the Complainant. This Consent Agreement and the attached Final Order (hereinafter jointly referred to as the “CAFO”) resolve Complainant’s civil penalty claims against Respondent under Section 1018 of the RLBPHRA 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 resolves this administrative proceeding.

JURISDICTION

3. The U.S. Environmental Protection Agency (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), 22.4 and 745.87. EPA and EPA's Office of Administrative Law Judges have jurisdiction over this matter pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and 40 C.F.R. §§ 22.1(a)(5), 22.4 and 745.87.

GENERAL PROVISIONS

5. For purposes of this proceeding only, Respondent admits the jurisdictional allegations set forth in this CAFO.
6. Except as provided in Paragraph 5, 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 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 its right to contest the allegations set forth in this CAFO 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.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

11. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant alleges and adopts the Findings of Fact and Conclusions of Law set forth immediately below.
12. 40 C.F.R. § 745.103 defines "lead-based paint" as 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.
13. 40 C.F.R. § 745.103 defines "lead-based paint hazard" as 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.

14. 40 C.F.R. § 745.103 defines “lessee” as any entity that enters into an agreement to lease, rent, or sublease target housing, including, but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.
15. 40 C.F.R. § 745.103 defines “owner” as 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.
16. 40 C.F.R. § 745.103 defines “lessor” as any entity that offers target housing for lease, rent, or sublease, including, but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.
17. Section 1004(23) of the RLBPHRA, 42 U.S.C. § 4851b(23), Section 401(14) of TSCA, 15 U.S.C. § 2681(14), and 40 C.F.R. § 745.103 define “residential dwelling” as: (1) a single-family dwelling, including attached structures such as porches and stoops; or (2) 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.
18. Section 1004(24) of the RLBPHRA, 42 U.S.C. § 4851b(24), and Section 401(15) of TSCA, 15 U.S.C. § 2681(15), define “residential real property” as 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.
19. Section 1004(27) of the RLBPHRA, 42 U.S.C. § 4851b(27), TSCA Section 401(17), 15 U.S.C. § 2681(17), and 40 C.F.R. § 745.103 define “target housing” as any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.
20. Respondent is and was a limited liability corporation organized under the laws of the Commonwealth of Pennsylvania with a primary business address of 475 Madison Avenue, York, Pennsylvania, 17404.
21. Respondent is and was a person within the meaning of 40 C.F.R. § 745.103.
22. At all times relevant to the violations alleged herein, Respondent was the “owner” of certain real property in York, Pennsylvania, including housing units located at 600 W. Philadelphia Street, 2nd floor, and 600 W. Philadelphia Street, Rear Apartment, and the “lessor” of such properties and housing units.
23. The housing units described in Paragraph 22 herein consisted of real property on which

was situated one building that was used as a home or residence for one or more persons.

24. The building described in Paragraph 22 herein was housing constructed prior to 1978.
25. At all times relevant to the violations alleged herein, each building described in Paragraph 22 herein 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.
26. At all times relevant to the violations alleged herein, the building described in Paragraph 22 herein contained one or more “residential dwelling(s)” 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.
27. On August 1, 2014, Respondent, in its capacity as an “owner” and “lessor” of the target housing described in Paragraph 22 herein, entered into a written contract (“Lease #1”) with a “lessee” (“Lessee #1”), as those terms are defined at 40 C.F.R. § 745.103, to lease the target housing located at 600 W. Philadelphia Street, 2nd Floor, York, Pennsylvania, 17401.
28. On August 1, 2016, Respondent, in its capacity as an “owner” and “lessor” of the target housing described in Paragraph 22 herein, entered into a written contract (“Lease #2”) with a lessee (“Lessee #2”), as those terms are defined at 40 C.F.R. § 745.103, to lease the target housing located at 600 W. Philadelphia Street, Rear Apartment, York, Pennsylvania, 17401.
29. Neither Lease #1 nor Lease #2 was a “[l]ease[] of target housing that ha[s] been found to be lead-based paint free by an inspector certified under the Federal certification program or under a federally accredited State or tribal certification program,” as provided at 40 C.F.R. § 745.101(b).
30. Neither Lease #1 nor Lease #2 was 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).
31. Neither Lease #1 nor Lease #2 was 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).
32. Lessee #1 had two children under the age of six (6) who resided in the leased premises of the 600 W. Philadelphia Street, 2nd Floor target housing during some or all of the term of Lease #1.
33. Lessee #2 had four children under the age of six (6) who resided in the leased premises of the 600 W. Philadelphia Street, Rear Apartment target housing during some or all of the term of Lease #2.

Counts I and II
(Failure to Include Lead Warning Statement)

34. The allegations of Paragraphs 1 through 33 of this Consent Agreement are incorporated herein by reference.
35. 40 C.F.R. § 745.113(b)(1) provides that each contract to lease target housing shall include, as an attachment or within the contract, 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.”
36. 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 each of Lease #1 and Lease # 2, as described in Paragraphs 27 and 28, as required by 40 C.F.R. § 745.113(b)(1).
37. Respondent’s acts or omissions as set forth in Paragraph 35 herein constitute two violations of Section 1018(b)(5) of the RLBPHRA, 42 U.S.C. § 4852d(b)(5), and the Disclosure Rule which are prohibited acts under Section 409 of TSCA, 15 U.S.C. § 2689, for which a penalty is assessable under Section 16 of TSCA, 15 U.S.C. § 2615.

Counts III and IV
(Failure to Include Lessor’s Disclosure Statement)

38. The allegations of Paragraphs 1 through 37 of this Consent Agreement are incorporated herein by reference.
39. 40 C.F.R. § 745.113(b)(2) provides, in relevant part, that 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. 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.
40. 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 in such target housing, either as an attachment to or within Lease #1 and Lease #2, as described in Paragraphs 27 and 28, as required by 40 C.F.R. § 745.113(b)(2).

41. Respondent's acts or omissions as set forth in Paragraph 40 herein constitute two violations of Section 1018(b)(5) of the RLBPHRA, 42 U.S.C. § 4852d(b)(5), and the Disclosure Rule which are prohibited acts under Section 409 of TSCA, 15 U.S.C. § 2689, for which a penalty is assessable under Section 16 of TSCA, 15 U.S.C. § 2615.

Count V
(Failure to Include Lessee's Statement Affirming Receipt)

42. The allegations of Paragraphs 1 through 41 of this Consent Agreement are incorporated herein by reference.
43. 40 C.F.R. § 745.113(b)(4) provides, in relevant part, that 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 required by 40 C.F.R. §§ 745.113(b)(2) and (b)(3) and the lead hazard information pamphlet required by 15 U.S.C. [§ 2686].
44. Respondent failed to include as an attachment to or within Lease #2 a statement by Lessee #2, affirming receipt of the information required by 40 C.F.R. §§ 745.113(b)(2) and (b)(3) and the lead hazard pamphlet required under 15 U.S.C. § 2686, as described in Paragraph 28, as required by 40 C.F.R. § 745.113(b)(4).
45. Respondent's act or omission as set forth in Paragraph 44 herein constitutes one violation of Section 1018(b)(5) of the RLBPHRA, 42 U.S.C. § 4852d(b)(5), and the Disclosure Rule which is a prohibited act under Section 409 of TSCA, 15 U.S.C. § 2689, for which a penalty is assessable under Section 16 of TSCA, 15 U.S.C. § 2615.

Count VI
Failure to Provide the Lessee with an EPA-approved Lead Hazard Information Pamphlet

46. The allegations of Paragraphs 1 through 45 of this Consent Agreement are incorporated herein by reference.
47. Specifically, with respect to the lease of target housing, 40 C.F.R. § 745.107(a) requires that, before the lessee is obligated under any contract to lease target housing:
- (1) The...lessor shall provide the ...lessee with and 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."
48. At the time of the August 1, 2016 lease agreement, for the Rear Apartment, the Respondent failed to provide the above-described lead hazard information pamphlet, as required by 40 C.F.R. § 745.107(a)(1).

49. Respondent's act or omission, as set forth in Paragraph 48 herein, constitutes one violation of Section 1018(b)(5) of the RLBPHRA, 42 U.S.C. § 4852d(b)(5), and the Disclosure Rule which are prohibited acts under Section 409 of TSCA, 15 U.S.C. § 2689, for which a penalty is assessable under Section 16 of TSCA, 15 U.S.C. § 2615.

CIVIL PENALTY

50. In settlement of 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 THIRTY-THOUSAND dollars (\$30,000.00), which Respondent shall be liable to pay in accordance with the terms set forth below.
51. The civil penalty is based upon EPA's consideration of a number of factors, including the penalty criteria ("statutory factors") set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), including, the following: the "gravity" (nature, circumstances and extent) of the violation. In addition, other factors that are considered are: the violator's ability to pay/ability to continue in business; the violator's history of prior violations; the violator's degree of culpability; voluntary disclosure of violations by the violator; and such other factors as justice may require. These factors were applied to the particular facts and circumstances of this case with specific reference to EPA's December 2007 Section 1018 Disclosure Rule Final Enforcement Response and Penalty Policy, as amended, and the Adjustment of Civil Monetary Penalties for Inflation, 40 C.F.R. Part 19.
52. Respondent has certified that it will be unable to pay the civil penalty amount in full within thirty (30) calendar days of the date on which this CAFO is mailed or hand-delivered. Accordingly, Respondent has agreed to pay the civil penalty set forth in Paragraph 50 herein plus interest of 1% per annum on the outstanding principal balance according to the following schedule:

1st payment is due within 90 days of the date on which the CAFO is mailed or hand-delivered to Respondent = \$7,547.65;

2nd payment is due within 180 days of the date on which the CAFO is mailed or hand-delivered to Respondent = \$7,547.65;

3rd payment is due within 270 days of the date on which the CAFO is mailed or hand-delivered to Respondent = \$7,547.65; and

4th payment is due within 365 days of the date on which the CAFO is mailed or hand-delivered to Respondent = \$7,471.93

53. Under this repayment schedule, Respondent will pay the civil penalty of \$30,000 plus interest of \$114.88 as outlined in the chart below:

Payment	Timing - Within this number of days of the date on which this CAFO is mailed to Respondent	Principal	Interest	Payment Amount Due
1	90	\$7,546.82	\$0.83	\$ 7,547.65
2	180	\$7,490.89	\$56.76	\$ 7,547.65
3	270	\$7,509.41	\$38.24	\$ 7,547.65
4	365	\$7,452.88	\$19.05	\$ 7,471.93

54. Respondent shall remit payment of the civil penalty described in Paragraph 50 herein and any interest, administrative fees and late payment penalties identified in Paragraphs 51, 52, and 53 herein as follows:

- a. All payments by Respondent shall include reference to Respondent's name and address, and the Docket Number of this action:

EPA Docket No. TSCA-03-2019-0068;

- b. All checks shall be made payable to the "United States Treasury";
- c. All payments made by check and sent by regular mail shall be addressed and mailed to:

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

- d. For additional information concerning other acceptable methods of payment of the civil penalty amount see:

<https://www.epa.gov/financial/makepayment>

- e. A copy of Respondent's check or other documentation of payment of the penalty using the method selected by Respondent for payment shall be sent simultaneously to:

Daniel T. Gallo
Assistant Regional Counsel
U.S. EPA, Region III (3RC40)
1650 Arch Street
Philadelphia, PA 19103-2029
gallo.dan@epa.gov

55. 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 CA and the attached FO shall result in the assessment of late payment charges including additional interest, penalties, and/or administrative costs of handling delinquent debts.
56. 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.
57. 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).
58. If Respondent fails to make timely payment of any one of the required installment payments in accordance with the schedule set forth in Paragraph 52, the entire unpaid balance of the penalty and all accrued interest shall become due immediately, and Respondent shall immediately pay the entire remaining principal balance of the civil penalty along with any interest that has accrued up to the time of such payment. In addition, Respondent shall be liable for, and shall pay, administrative handling charges and late payment penalty charges as described in Paragraphs 55, 56 and 57 herein in the event of any such failure or default.
59. Respondent agrees not to deduct for federal tax purposes the civil monetary penalty specified in this CA and the accompanying FO.

GENERAL SETTLEMENT CONDITIONS

60. By signing this Consent Agreement, Respondent acknowledges that this CAFO will be available to the public and represents that, to the best of Respondent's knowledge and belief, this CAFO does not contain any confidential business information or personally identifiable information from Respondent.
61. Respondent certifies that any information or representation it has supplied or made to EPA concerning this matter was, at the time of submission true, accurate, and complete and that there has been no material change regarding the truthfulness, accuracy or completeness of such information or representation. EPA shall have the right to institute further actions to recover appropriate relief if EPA obtains evidence that any information provided and/or representations made by Respondent to the EPA regarding matters relevant to this CAFO, including information 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 EPA may have, civil or criminal, under law or equity in such event. Respondent and its officers, directors 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

62. Respondent certifies to EPA, upon personal investigation and to the best of its knowledge and belief, that it currently is in compliance with regard to the violations alleged in this Consent Agreement.

OTHER APPLICABLE LAWS

63. Nothing in this CAFO shall relieve Respondent of its obligation to comply with all applicable federal, state, and local laws and regulations, nor shall it restrict 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 CAFO does not constitute a waiver, suspension or modification of the requirements of Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992("RLBPHRA"), or any regulations promulgated thereunder.

RESERVATION OF RIGHTS

64. This CAFO resolves only EPA's claims for civil penalties for the specific violation[s] alleged against 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. 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). EPA reserves any rights and remedies available to it under Section 1018 of the RLBPHRA, the regulations promulgated thereunder and any other federal law or regulation to enforce the terms of this CAFO after its effective date.

EXECUTION /PARTIES BOUND

65. This CAFO shall apply to and be binding upon the EPA, the Respondent and the officers, directors, employees, contractors, successors, agents and assigns of Respondent. By his or her signature below, the person who signs this Consent Agreement on behalf of Respondent is acknowledging that he or she is fully authorized by the Respondent to execute this Consent Agreement and to legally bind Respondent to the terms and conditions of this CAFO.

EFFECTIVE DATE

66. The effective date of this CAFO is the date on which the Final Order, signed by the

Regional Administrator of EPA, Region III, or his/her designee, the Regional Judicial Officer, is filed along with the Consent Agreement with the Regional Hearing Clerk pursuant to the Consolidated Rules of Practice.

ENTIRE AGREEMENT

67. This CAFO constitutes the entire agreement and understanding between the Parties regarding settlement of all claims for civil penalties 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 Re: Budget Rentals, LLC
EPA Docket No. TSCA-03-2019-0068

For Respondent: Brandon Hershey, Owner, Budget Rentals, LLC

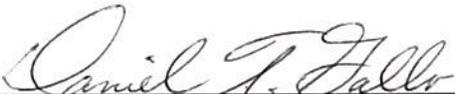
Date: 4/17/19

By: 

Brandon Hershey
Owner
Budget Rentals, LLC

For the Complainant: U.S. Environmental Protection Agency, Region III

Date: 4/25/19

By: 
Daniel T. Gallo
Assistant Regional Counsel

After reviewing the Consent Agreement and other pertinent matters, the Enforcement and Compliance Assurance Division of the U.S. Environmental Protection Agency, Region III, recommends that the Regional Administrator, or his/her designee, the Regional Judicial Officer, issue the attached Final Order.

Date: MAY 8 2019

By: 
Karen Melvin, Director
Enforcement and Compliance Assurance Division

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

U.S. EPA-REGION 3-RHC
FILED-15MAY2019AM10:22

In the Matter of:

**Budget Rentals, LLC
475 Madison Avenue
York, Pennsylvania 17404,**

EPA Docket No. TSCA-03-2019-0068

Respondent.

FINAL ORDER

**Proceeding under Section 16(a) of the
Toxic Substances Control Act, 15 U.S.C.
§ 2615(a)**

FINAL ORDER

Complainant, the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region III, and Respondent, Budget Rentals, LLC, 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, 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.

Based upon the representations of the parties in the attached Consent Agreement, the penalty agreed to therein is based upon consideration of, *inter alia*, EPA's Section 1018 - Disclosure Rule Enforcement Response and Penalty Policy (December 2007), and the statutory factors set forth in Section 16(a) of the Toxic Substances Control Act, 15 U.S.C. § 2615(a).

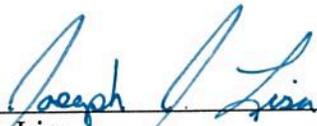
NOW, THEREFORE, PURSUANT TO Section 16 of the Toxic Substances Control Act, 15 U.S.C. Section 2615, and Section 22.18(b)(3) of the Consolidated Rules of Practice, **IT IS HEREBY ORDERED** that Respondent pay a civil penalty in the amount of **THIRTY**

THOUSAND DOLLARS (\$30,000.00), in accordance with the payment provisions set forth in the Consent Agreement, and comply with the terms and conditions of the Consent Agreement.

This Final Order constitutes the final Agency action in this proceeding. This Final Order shall not in any case affect the right of the Agency or the United States to pursue appropriate injunctive or other equitable relief, or criminal sanctions for any violations of the law. This Final Order resolves only those causes of action alleged in the Consent Agreement and does not waive, extinguish or otherwise affect Respondent's obligation to comply with all applicable provisions of THE RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT OF 1992 and the regulations promulgated thereunder.

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

May 15, 2019
Date



Joseph J. Lisa
Regional Judicial and Presiding Officer
U.S. EPA Region III

In the Matter of: :
 :
Budget Rentals, LLC : **U.S. EPA Docket Number TSCA-03-2019-0068**
475 Madison Avenue :
York, Pennsylvania 17404, : **Proceeding under Section 16(a) of the Toxic**
 : **Substances Control Act, 15 U.S.C. § 2615(a)**
Respondent. :
 :
600 W. Philadelphia Street :
2nd Floor and Rear Apartment Units :
York, Pennsylvania 17401, :
 :
Target Housing. :
 :

CERTIFICATE OF SERVICE

I certify that on MAY 15 2019, the original and one (1) copy of the foregoing *Consent Agreement and Final Order*, were filed with the EPA Region III Regional Hearing Clerk. I further certify that on the date set forth below, I caused to be served a true and correct copy of the foregoing to each of the following persons, in the manner specified below, at the following addresses:

Copy served via UPS Next Day Delivery, to:

Brandon Hershey
475 Madison Avenue
York, PA 17404

Copies served via Hand Delivery or Inter-Office Mail to:

Daniel T. Gallo
Assistant Regional Counsel
ORC – 3RC30
U.S. EPA, Region III
1650 Arch Street
Philadelphia, PA 19103

Dated: MAY 15 2019



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

TRACKING NUMBERS: 1Z A43 F 710 79496 7543