



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
 REGION III  
 Four Penn Center  
 1600 John F. Kennedy Boulevard  
 Philadelphia, Pennsylvania 19103-2852**

**In the Matter of:** :  
 :  
**I360 Rentals** : **U.S. EPA Docket No. TSCA-03-2023-0045**  
**1035 Wayne Avenue, Suite J.** :  
**Chambersburg, PA 17201** : **Proceeding under Sections 16(a) and 409 of the**  
 : **Toxic Substances Control Act, 15 U.S.C.**  
**Respondent.** : **§§ 2615 and 2689**  
 :

**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” or “EPA”) and I360 Rentals (“Respondent”), pursuant to Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (“RLBPHRA”) 42 U.S.C. § 4852d, and Sections 16(a) and 409 of the Toxic Substances Control Act (“TSCA” or the “Act”), 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.
2. The violations cited herein pertain to the Respondent’s alleged failure to comply with requirements of the 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. Section 16(a) of TSCA, 15 U.S.C. § 2615(a), authorizes the Administrator of the U.S. Environmental Protection Agency to assess penalties and undertake other actions 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 resolve Complainant’s civil penalty claims against Respondent under TSCA for the violations alleged herein.
3. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the *Consolidated Rules of Practice*, Complainant hereby simultaneously commences and resolves this administrative proceeding.

**JURISDICTION**

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

**GENERAL PROVISIONS**

6. For purposes of this proceeding only, Respondent admits the jurisdictional allegations set forth in this Consent Agreement and Final Order.
7. Except as provided in Paragraph 6, above, Respondent neither admits nor denies the specific factual allegations set forth in this Consent Agreement.
8. 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 Consent Agreement and Final Order.
9. For purposes of this proceeding only, Respondent hereby expressly 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.
10. 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.
11. Respondent shall bear its own costs and attorney’s fees in connection with this proceeding.

**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 immediately below.
13. On May 25, 2021, the EPA inspected the lease agreements of the rental properties (the “Inspection”) located at the following addresses (collectively, “Properties”) to determine compliance with the Residential Lead-Based Paint Disclosure Rule (“Lead Disclosure Rule”), codified at 40 C.F.R. Part 745, Subpart F, promulgated pursuant to Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (“the Act”), 42 U.S.C. § 4851, *et seq.*:

<b>Lease Number</b>	<b>Property Address</b>	<b>Lease Date</b>	<b>Year Built</b>
1	4891 Letterkenny Rd., Apt. 3 Chambersburg, PA 17201	10/22/2019	1956
2	4891 Letterkenny Rd., Apt. 1 Chambersburg, PA 17201	4/2/2020	1956
3	317 E. McKinley St. Chambersburg, PA 17201	2/26/2020	1936
4	361 E. Garfield St., Apt. 2 Chambersburg, PA 17201	1/28/2021	1949
5	240 S. Washington St. Greencastle, PA 17225	6/1/2021	1940
6	145 W. North St. Waynesboro, PA 17268	9/9/2020	1940
7	150 S. 3 <sup>rd</sup> St., Apt. 3 Chambersburg, PA 17201	7/16/2020	1930
8	129 S. Federal St. Chambersburg, PA 17201	6/15/2021	1900
9	333 W. King St. Chambersburg, PA 17201	9/2/2021	1974

14. At the time of the May 25, 2021 Inspection, a child under the age of six (6) years of age resided at the property located at 4891 Letterkenny Rd., Chambersburg, PA 17201.
15. 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.
16. Section 401 of TSCA, 15 U.S.C. § 2681(17), defines “Target Housing” as any housing constructed prior to 1978, except housing for the elderly or persons with disabilities or any 0-bedroom dwelling (unless any child who is less than 6 years of age resides or is expected to reside in such housing). *See also* 40 C.F.R. § 745.103.
17. Respondent is, and at all times relevant to the violations alleged herein, a “lessor” as that term is defined in 40 C.F.R. § 745.103 and is subject to the assessment of civil penalties for the violations alleged herein.

18. The Properties are, and at all times relevant to the violations alleged herein, “target housing,” as that term is defined in Section 401 of TSCA, 15 U.S.C. § 2681(17) and 40 C.F.R. § 745.103.
19. Respondent is, and at all times relevant to the violations alleged herein, the lessor of the Properties.

**Counts I-IX**

**Failure to timely include, as an attachment or within the contract to lease target housing, the Lead Warning Statement as required by 40 C.F.R. § 745.113(b)(1).**

20. The allegations of Paragraphs 1 through 19 of this Consent Agreement are incorporated herein by reference.
21. Pursuant to 40 C.F.R. § 745.113(b)(1), lessors shall include, as an attachment or within the contract, a Lead Warning Statement.
22. At the time the lease agreements of the Properties, identified in Paragraph 13 herein, were entered into, Respondent violated 40 C.F.R. § 745.113(b)(1) by failing to include a Lead Warning Statement.
23. Pursuant to Section 409 of TSCA, 15 U.S.C. § 2689, it shall be unlawful for any person to fail or refuse to comply with a provision of this subchapter or with any rule or order issued under this subchapter.
24. In failing to comply with 40 C.F.R. § 745.113(b)(1), Respondent is in violation of Section 409 of TSCA, 15 U.S.C. § 2689, and is subject to the assessment of penalties under Section 16(a) of the TSCA, 15 U.S.C. § 2615(a).

**Count X-XVIII**

**Failure to include, as an attachment or within the contract to lease target housing, a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards as required by 40 C.F.R. § 745.113(b)(2).**

25. The allegations of Paragraphs 1 through 24 of this Consent Agreement are incorporated herein by reference.
26. Pursuant to 40 C.F.R. § 745.113(b)(2), lessors shall include, as an attachment or within the contract to lease target housing, a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards, or disclosing lack of knowledge thereof.
27. At the time the lease agreements of the Properties, identified in Paragraph 13 herein, were entered into, Respondent violated 40 C.F.R. § 745.113(b)(2) by failing to include a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards, or disclosing lack of knowledge thereof..

28. Pursuant to Section 409 of TSCA, 15 U.S.C. § 2689, it shall be unlawful for any person to fail or refuse to comply with a provision of this subchapter or with any rule or order issued under this subchapter.
29. In failing to comply with 40 C.F.R. § 745.113(b)(2), Respondent is in violation of Section 409 of TSCA, 15 U.S.C. § 2689 and is subject to the assessment of penalties under Section 16(a) of TSCA, 15 U.S.C. § 2615(a).

### **CIVIL PENALTY**

30. 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 **\$32,085**, which Respondent shall be liable to pay in accordance with the terms set forth below.
31. The civil penalty is based upon EPA's consideration of a number of factors, including the penalty criteria ("statutory factors") set forth in TSCA, Section 16(a), 15 U.S.C. § 2615(a) 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 EPA's Section 1018 – Disclosure Rule Enforcement Response and Penalty Policy which reflects the statutory penalty criteria and factors set forth at TSCA, Section 16(a), 15 U.S.C. § 2615(a), the appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19, and the applicable EPA memoranda addressing EPA's civil penalty policies to account for inflation.
32. The civil penalty is also based upon an analysis of Respondent's ability to pay a civil penalty. This analysis was based upon a Certified Statement and three years of tax returns submitted to EPA by Respondent.
33. Based upon this analysis, Complainant has determined that the Respondent is unable to pay a civil penalty in excess of the dollar amount set forth in Paragraph 30, above, in settlement of the above-captioned action. Complainant has relied upon the financial information provided by Respondent and identified in the preceding Paragraph and, based upon that information, it is Complainant's conclusion that the Respondent has established that it is unable to pay the full amount of the civil penalty identified and set forth in Paragraph 30, above, within thirty (30) days of the effective date of this Consent Agreement and that a payment plan of the nature and duration set forth below is necessary and appropriate.
34. Pursuant to the provisions of this Consent Agreement, Respondent will remit a total civil penalty of **THIRTY-TWO THOUSAND AND EIGHTY-FIVE DOLLARS (\$32,085.00)** and interest (calculated at the rate of 2% per annum on the outstanding principal balance), in the amount of **THREE HUNDRED AND SEVEN DOLLARS**

**AND FORTY-EIGHT CENTS (\$307.48)**, in accordance with the installment payment schedule, instructions and illustrative chart set forth immediately below:

- a. **1st Payment:** The first installment payment, in the amount of **ONE THOUSAND THREE HUNDRED AND FORTY-NINE DOLLARS AND SIXTY-NINE CENTS (\$1,349.69)**, shall consist of a principal payment in the amount of \$1,349.69 and \$0 in interest, as delineated in the Chart, below, and shall be paid *no later than thirty (30) days from the date on which a fully-executed and filed Consent Agreement and Final Order is emailed to Respondent.*
- b. **Payments 2 – 24:** The next twenty-three (23) installment payments (*i.e.*, payments 2 through 24) of **ONE THOUSAND THREE HUNDRED AND FORTY-NINE DOLLARS AND SIXTY-NINE CENTS (\$1,349.69)**, shall each consist of a principal payment and applicable interest, as delineated in the Chart, below, and shall be paid *on or before the 15<sup>th</sup> day of each successive month, from the date of the first payment until the final payment is made.*
- c. Pursuant to the provisions of this Consent Agreement, Respondent will remit a total civil penalty (principal) of **THIRTY-TWO THOUSAND AND EIGHTY-FIVE DOLLARS (\$32,085)**, and interest in the amount of **THREE HUNDRED AND SEVEN DOLLARS AND FORTY-EIGHT CENTS (\$307.48)**, in accordance with the installment payment schedule described above and illustrated in the Chart, immediately below.

	Principal	Interest	Payment
Payment 1	\$ 1,349.69	\$ -	<b>\$1,349.69</b>
Payment 2	\$ 1,324.06	\$ 25.62	<b>\$1,349.69</b>
Payment 3	\$ 1,325.18	\$ 24.51	<b>\$1,349.69</b>
Payment 4	\$ 1,326.29	\$ 23.40	<b>\$1,349.69</b>
Payment 5	\$ 1,327.41	\$ 22.28	<b>\$1,349.69</b>
Payment 6	\$ 1,328.52	\$ 21.17	<b>\$1,349.69</b>
Payment 7	\$ 1,329.63	\$ 20.05	<b>\$1,349.69</b>
Payment 8	\$ 1,330.75	\$ 18.94	<b>\$1,349.69</b>
Payment 9	\$ 1,331.86	\$ 17.83	<b>\$1,349.69</b>
Payment 10	\$ 1,332.98	\$ 16.71	<b>\$1,349.69</b>
Payment 11	\$ 1,334.09	\$ 15.60	<b>\$1,349.69</b>
Payment 12	\$ 1,335.20	\$ 14.48	<b>\$1,349.69</b>
Payment 13	\$ 1,336.32	\$ 13.37	<b>\$1,349.69</b>
Payment 14	\$ 1,337.43	\$ 12.25	<b>\$1,349.69</b>
Payment 15	\$ 1,338.55	\$ 11.14	<b>\$1,349.69</b>
Payment 16	\$ 1,339.66	\$ 10.03	<b>\$1,349.69</b>
Payment 17	\$ 1,340.77	\$ 8.91	<b>\$1,349.69</b>
Payment 18	\$ 1,341.89	\$ 7.80	<b>\$1,349.69</b>
Payment 19	\$ 1,343.00	\$ 6.68	<b>\$1,349.69</b>
Payment 20	\$ 1,344.12	\$ 5.57	<b>\$1,349.69</b>

Payment 21	\$ 1,345.23	\$ 4.46	<b>\$1,349.69</b>
Payment 22	\$ 1,346.34	\$ 3.34	<b>\$1,349.69</b>
Payment 23	\$ 1,347.46	\$ 2.23	<b>\$1,349.69</b>
Payment 24	\$ 1,348.57	\$ 1.11	<b>\$1,349.69</b>
<b>TOTAL</b>	<b>\$ 32,085.00</b>	<b>\$ 307.48</b>	<b>\$32,392.48</b>

35. If Respondent fails to make timely payment of any one of the required installment payments in accordance with the schedule set forth in Paragraph 34, immediately above, the entire unpaid balance of the penalty and all accrued interest shall become due immediately upon such failure, 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, applicable interest, administrative handling charges and late payment penalty charges as described in Paragraphs 38 through 42, below, in the event of any such failure or default.
  
36. Respondent may, at any time after commencement of payments under the installment schedule, elect to pay the entire principal balance, together with accrued interest to the date of such full payment.
  
37. Payment of the civil penalty amount, and any associated interest, administrative fees, and late payment penalties owed, shall be made by either cashier’s check, certified check, or electronic wire transfer, in the following manner:
  - a. All payments by Respondent shall include reference to Respondent’s name and address, and the Docket Number of this action, *i.e.*, EPA Docket No.: **TSCA-03-2023-0045**.
  
  - 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  
 P.O. 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 by email to:

Conner Kingsley  
Assistant Regional Counsel  
[kingsley.conner@epa.gov](mailto:kingsley.conner@epa.gov)

and

U.S. EPA Region III Regional Hearing Clerk  
[R3\\_Hearing\\_Clerk@epa.gov](mailto:R3_Hearing_Clerk@epa.gov).

38. 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 of the penalty as specified herein shall result in the assessment of late payment charges including interest, penalties and/or administrative costs of handling delinquent debts.
39. Payment of the civil penalty is due and payable, in accordance with the above terms and provisions, within thirty (30) days upon Respondent's receipt of a true and correct copy of the fully executed and filed Consent Agreement and Final Order. Receipt by Respondent or Respondent's legal counsel of such copy of the fully executed Consent Agreement and Final Order, with a date stamp indicating the date on which the Consent Agreement and Final Order was filed with the Regional Hearing Clerk, shall constitute receipt of written initial notice that a debt is owed EPA by Respondent in accordance with 40 C.F.R. § 13.9(a).
40. INTEREST: In accordance with 40 C.F.R § 13.11(a)(1), interest on the civil penalty assessed in this Consent Agreement and Final Order will begin to accrue on the date Respondent is notified of its debt to the United States as established upon the ratification and filing of the fully executed Consent Agreement and Final Order with the Regional Hearing Clerk. However, EPA will not seek to recover interest on any amount of the civil penalties that is paid within thirty (30) calendar days after the date on which such interest begins to accrue. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R § 13.11(a).
41. ADMINISTRATIVE COSTS: The costs of the EPA's administrative handling of overdue debts will be charged and assessed monthly throughout the period a debt is overdue. 40 C.F.R. § 13.11(b). If payment is not received within thirty (30) calendar days of the effective date of this Consent Agreement, EPA will also 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.

42. LATE PAYMENT PENALTY: A late payment penalty of six percent per year will be assessed monthly on any portion of the civil penalty that 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).
43. Respondent agrees not to deduct for federal tax purposes the civil penalty assessed in this Consent Agreement and Final Order.
44. **The parties consent to service of the Final Order by e-mail at the following valid e-mail addresses: [kingsley.conner@epa.gov](mailto:kingsley.conner@epa.gov) for Complainant, and [andrew@ashawlaw.com](mailto:andrew@ashawlaw.com) for Respondent.**

### **GENERAL SETTLEMENT CONDITIONS**

45. 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.
46. 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 Consent Agreement and Final Order, **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**

47. 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**

48. 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 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 TSCA, 15 U.S.C. §§ 2601, *et seq.*, or any regulations promulgated thereunder.

### **RESERVATION OF RIGHTS**

49. This Consent Agreement and Final Order resolves only EPA's claims for civil penalties for the specific violations alleged against Respondent in this Consent Agreement and Final Order. 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 TSCA, 15 U.S.C. §§ 2601, *et seq.*, the regulations promulgated thereunder and any other federal law or regulation to enforce the terms of this Consent Agreement and Final Order after its effective date.

### **EXECUTION /PARTIES BOUND**

50. This Consent Agreement and Final Order 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 Consent Agreement and Final Order.

### **EFFECTIVE DATE**

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

### **ENTIRE AGREEMENT**

52. This Consent Agreement and Final Order 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 Consent Agreement and Final Order.

For Respondent: I360 Rentals

Date: 2/1/23

By:   
Emily J. Schait  
Director of Operations  
I360 Rentals

For the Complainant:

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

By: \_\_\_\_\_  
[Digital Signature and Date]  
Karen Melvin, Director  
Enforcement & Compliance Assurance Division  
U.S. EPA – Region III  
Complainant

Attorney for Complainant:

By: \_\_\_\_\_  
[Digital Signature and Date]  
Conner Kingsley  
Assistant Regional Counsel  
U.S. EPA – Region III

In the Matter of: I360Rentals

EPA Docket No. TSCA-03-2023-0045

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
PHILADELPHIA, PENNSYLVANIA 19103-2852**

<b>In the Matter of:</b>	:
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<b>I360 Rentals</b>	: <b>U.S. EPA Docket No. TSCA-03-2023-0045</b>
<b>1035 Wayne Avenue, Suite J.</b>	:
<b>Chambersburg, PA 17201</b>	: <b>Proceeding under Sections 16(a) and 409 of</b>
	: <b>the Toxic Substances Control Act, 15 U.S.C.</b>
<b>Respondent.</b>	: <b>§§ 2615 and 2689</b>

**FINAL ORDER**

Complainant, the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region III, and Respondent, I360 Rentals 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 December 2007 *Section 1018 – Disclosure Rule Enforcement Response and Penalty Policy*; EPA’s August 2010 *Consolidated Enforcement Response and Penalty Policy for the Pre-Renovation and Education Rule; Renovation, Repair and Painting Rule; and Lead-Based Paint Activities Rule* (revised April 2013), as amended, and the *Adjustment of Civil Monetary Penalties for Inflation*, 40 C.F.R. Part 19.

**NOW, THEREFORE, PURSUANT TO** Section 16 of the Toxic Substances Control Act, 15 U.S.C. § 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 **THIRTY-TWO THOUSAND AND EIGHTY-FIVE DOLLARS (\$32,085)**, in accordance with the payment provisions set forth in the Consent Agreement and in 40 C.F.R. § 22.31(c) 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 Toxic Substances Control Act 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.

By: \_\_\_\_\_  
Joseph J. Lisa  
Regional Judicial and Presiding Officer  
U.S. EPA Region III

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
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PHILADELPHIA, PENNSYLVANIA 19103-2852**

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<b>I360 Rentals</b>	:	<b>U.S. EPA Docket No. TSCA-03-2023-0045</b>
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	:	<b>Toxic Substances Control Act, 15 U.S.C.</b>
<b>Respondent.</b>	:	<b>§§ 2615 and 2689</b>

**CERTIFICATE OF SERVICE**

I certify that the foregoing *Consent Agreement and Final Order* was filed with the EPA Region III 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 foregoing to each of the following persons, in the manner specified below, at the following addresses:

Copies served via email to:

Andrew Shaw, Attorney for Respondent  
I360 Rentals  
1035 Wayne Avenue, Suite J.  
Chambersburg, PA 17201  
[andrew@ashawlaw.com](mailto:andrew@ashawlaw.com)

Copies served via email to:

Conner Kingsley  
Assistant Regional Counsel  
U.S. EPA, Region III  
[kingsley.conner@epa.gov](mailto:kingsley.conner@epa.gov)

Craig Yussen  
Chemical Engineer  
U.S. EPA, Region III  
[yussen.craig@epa.gov](mailto:yussen.craig@epa.gov)

\_\_\_\_\_  
[Digital Signature and Date]  
Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region III