



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

FedEx
Confirmation of Receipt Requested

September 30, 2008

Patricia Kehr, President
Quality Property Management, Inc.
53 E. King Street
York, PA 17401

Re: *Consent Agreement and Final Order*
EPA Docket No. TSCA-03-2008-0417

Dear Ms. Kehr:

Enclosed please find a copy of a fully executed Consent Agreement and Final Order in settlement of the above referenced matter.

Should you have any question or concerns, please feel free to contact me at (215) 814-2681.

Sincerely,

A handwritten signature in black ink, appearing to read "Louis F. Ramalho", written over a vertical line.

Louis F. Ramalho
Sr. Assistant Regional Counsel

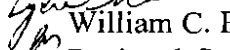
Enclosures

cc: Demian Ellis (3LC61)

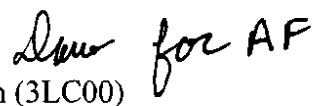


UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

SUBJECT: In the Matter of: *Quality Property Management, Inc.*
Docket No. TSCA-03-2008-0417
Consent Agreement and Final Order

FROM: 
William C. Early
Regional Counsel (3RC00)

and

Abraham Ferdas, Director 
Land & Chemicals Division (3LC00)

TO: Renée Sarajian
Regional Judicial Officer (3RC00)

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This Consent Agreement and Final Order (“CAFO”) has been negotiated in settlement of certain violations by Quality Property Management, Inc., (“Respondent”) of Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. §§ 4852d *et seq.* (“RLBPHRA”), and the regulations promulgated thereunder, as set forth in 40 C.F.R. Part 745, Subpart F (the “Disclosure Rule”), which statutory and regulatory provisions are enforceable pursuant to Section 409 of TSCA, 15 U.S.C. § 2689. Respondent is the “agent”, as this term is defined at 40 C.F.R. § 745.103, of pre-1978 residential rental property (“Target Housing”), as described in the CAFO, during all times relevant to the alleged violations addressed in the CAFO. Please refer to the CAFO for further details concerning the alleged violations.

Under the terms of the CAFO, Respondent will pay a civil penalty in the amount of \$11,284.00. The proposed settlement is based upon consideration of a number of factors, including, but not limited to, the statutory factors set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), requiring EPA to consider the nature, circumstances, extent, and gravity of the violations, the violator’s ability to pay, ability to continue in business, history of prior violations, degree of culpability and other factors as justice may require, and in accordance with EPA’s *Section 1018 Disclosure Rule Enforcement Response Policy* dated December 2007.

We recommend that you sign the attached Final Order and return it to the Office of Regional Counsel for further processing.

Attachment

cc: Patricia Kehr, President
Quality Property Management, Inc.

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

In the Matter of:

**Quality Property Management, Inc.
53 E. King Street
York, PA 17401**

Docket No. TSCA-03-2008-0417

Respondent,

**524 Smith Street
York, Pennsylvania**

**285 West Cottage Place
York, Pennsylvania**

Target Housing.

CONSENT AGREEMENT

Preliminary Statement

1. The Director of the Land and Chemicals Division, U.S. Environmental Protection Agency - Region III ("Complainant") and Quality Property Management, Inc. ("Respondent"), wishing to settle EPA's claims for civil penalties arising from the violations alleged in this case, have consented to the entry of this Consent Agreement and the accompanying Final Order (collectively referred to as the "CAFO"), pursuant to Section 16(a) of the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2615(a), and 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"), 40 C.F.R. Part 22 including, but not limited to, 40 C.F.R. § 22.18(b)(2) and (3). This Consent Agreement ("CA") and the accompanying Final Order ("FO"), address violations by Respondent of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. §§ 4851 *et seq.* ("RLBPHRA"), and the regulations promulgated thereunder, as set forth in 40 C.F.R. Part 745, Subpart F (the "Disclosure Rule"), which statutory and regulatory provisions are enforceable pursuant to Section 409 of TSCA, 15 U.S.C. § 2689.
2. For purposes of this proceeding only, Respondent agrees not to contest EPA's jurisdiction with respect to the execution of this CA, the issuance of the attached FO, or the enforcement thereof, and Respondent admits the jurisdictional allegations set forth in this CAFO.
3. Respondent neither admits nor denies the specific factual allegations and conclusions of law set forth in this CA, except as provided in Paragraph 2, above.

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EPA REGION III OFFICE
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4. For the purposes of this proceeding only, Respondent hereby expressly waives its right to a hearing on any issue of law or fact set forth in this CA and any right to appeal the accompanying FO.
5. Respondent consents to the issuance of this CAFO and agrees to comply with its terms.
6. Respondent shall not deduct for civil taxation purposes the civil penalty specified in this CAFO.
7. Respondent shall bear its own costs and attorney's fees, if any.
8. The provisions of this CAFO shall be binding upon Respondent and its successors and assigns.
9. This CAFO constitutes the entire agreement and understanding of the parties concerning settlement of the above-captioned action and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed herein.
10. Respondent certifies that it is currently in full compliance with RLBPHRA, 42 U.S.C. §§ 4851 *et seq.*, and the Disclosure Rule codified at 40 C.F.R. Part 745.
11. Nothing in this CAFO shall alter or otherwise affect Respondent's obligation to comply with all applicable federal, state, and local environmental statutes and regulations.

Notice of Action to the Commonwealth of Pennsylvania

12. EPA has given the Commonwealth of Pennsylvania prior notice of the issuance of this CAFO.

Findings of Fact and Conclusions of Law

13. The EPA and the Office of Administrative Law Judges of the EPA have jurisdiction over the above-captioned matter pursuant to Sections 16 and 409 of TSCA, 15 U.S.C. §§ 2615 and 2689, Section 1018 of Title X of the RLBPHRA, 42 U.S.C. § 4852d, 40 C.F.R. Part 745, Subpart F, and the Consolidated Rules of Practice, 40 C.F.R. §§ 22.1(a)(5) and 22.4.
14. 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.
15. 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.

16. 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.
17. The properties located at 524 Smith Street, York, Pennsylvania, and 285 West Cottage Place, York, Pennsylvania consist of and, at the time of the violations alleged herein, consisted of real property on which there is situated one or more buildings used as the home or residence for one or more persons.
18. The buildings located at 524 Smith Street, York, Pennsylvania, and 285 West Cottage Place, York, Pennsylvania are structures that contain more than one separate residential dwelling unit, and in which each 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.
19. The structures located at 524 Smith Street, York, Pennsylvania, and 285 West Cottage Place, York, Pennsylvania, and all residential dwelling units therein, were constructed prior to 1978.
20. The structures located at 524 Smith Street, York, Pennsylvania, and 285 West Cottage Place, York, Pennsylvania, and all residential dwelling units therein, are not and, at the time of the violations alleged herein, were not housing used for the elderly or persons with disabilities, and are not and, at the time of the violations alleged herein, were not “0-bedroom dwellings” as defined by 40 C.F.R. § 745.103.
21. The structures and all residential dwelling units therein, identified above in Paragraphs 17 - 20 (hereinafter collectively referred to as the “Target Housing”), are and, at the time of the violations alleged herein, were “residential dwellings” and “target housing” within the meaning of those terms as provided by RLBPHRA Sections 1004(23) and (27), 42 U.S.C. § 4581b(23) and (27), TSCA Sections 401(14) and (17), 15 U.S.C. § 2681(14) and (17), and 40 C.F.R. § 745.103.
22. 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.
23. 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.
24. On November 28, 2006, Respondent, on behalf of a “lessor”, entered into a written contract with a “lessee” (“Lease #1”), as those terms are defined in 40 C.F.R. § 745.103,

to rent and/or lease a residential unit at the 524 Smith Street, York, Pennsylvania for a term of one year commencing on November 28, 2006 and terminating on November 27, 2007.

25. On July 13, 2006, Respondent, on behalf of a "lessor", entered into a written contract with a "lessee" ("Lease #2"), as those terms are defined in 40 C.F.R. § 745.103, to rent and/or lease a residential unit at the 285 West Cottage Place, York, Pennsylvania for a term of one year commencing on July 13, 2006 and terminating on July 12, 2007.
26. Respondent is and, at all times relevant to this CAFO, has been the "agent", as this term is defined in 40 C.F.R. § 745.103, of the lessor(s) with respect to the leasing of the Target Housing referred to in Paragraphs 24 and 25, above.
27. 40 C.F.R. § 745.115(a) provides that each agent shall ensure compliance with all the requirements of 40 C.F.R. Part 745. To ensure compliance, the agent shall:
 - (1) Inform the seller or lessor of his/her obligations under 40 C.F.R. §§ 745.107, 745.110, and 745.113.
 - (2) Ensure that the seller or lessor has performed all activities required under 40 C.F.R. §§ 745.107, 745.110, 745.113, or personally ensure compliance with the requirements of 40 C.F.R. §§ 745.107, 745.110, and 745.113.
28. 40 C.F.R. § 745.118(e) provides, in pertinent part, that failure or refusal to comply with 40 C.F.R. §§ 745.107, .110, .113 and/or .115 constitutes a violation of RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

Count I

29. The allegations contained in Paragraphs 1 through 28 of this CAFO are incorporated by reference herein as though fully set forth at length.
30. Pursuant to 40 C.F.R. § 745.107(a)(2), the lessor is required to disclose to the lessee the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being leased before the lessee is obligated under any contract to lease target housing.
31. Respondent failed to ensure that the lessor(s) performed, in connection with Lease #1 identified in Paragraph 24 of this CA, the activities required of a lessor under 40 C.F.R. § 745.107(a)(2).
32. Respondent failed to personally ensure compliance by the lessor(s) with the requirements of 40 C.F.R. § 745.107(a)(2) in connection with Lease #1 identified above in Paragraph 24 of this CA.
33. Respondent violated 40 C.F.R. § 745.115(a)(2) by failing to ensure that the lessor(s) performed the activities required of a lessor under 40 C.F.R. § 745.107(a)(2) or to

personally ensure compliance with 40 C.F.R. § 745.107(a)(2) in connection with Lease #1 identified in Paragraph 24 of this CA.

34. Pursuant to 40 C.F.R. § 745.118(e), Respondent's failure to comply with 40 C.F.R. § 745.115(a)(2) (which incorporates by reference 40 C.F.R. § 745.107(a)(2)) constitutes a violation of 40 C.F.R. § 745.115(a)(2), Section 1018(b)(5) of the RLBPHRA, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

Count II

35. The allegations contained in Paragraphs 1 through 34 of this CAFO are incorporated by reference herein as though fully set forth at length.
36. Pursuant to 40 C.F.R. § 745.107(a)(4), the lessor is required to provide the lessee with any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the target housing being leased.
37. Respondent failed to ensure that the lessor(s) performed, in connection with Lease #1 identified in Paragraph 24 of this CA, the activities required of a lessor under 40 C.F.R. § 745.107(a)(4).
38. Respondent failed to personally ensure compliance by the lessor(s) with the requirements of 40 C.F.R. § 745.107(a)(4) in connection with Lease #1 identified above in Paragraph 24 of this CA.
39. Respondent violated 40 C.F.R. § 745.115(a)(2) by failing to ensure that the lessor(s) performed the activities required of a lessor under 40 C.F.R. § 745.107(a)(4) or to personally ensure compliance with 40 C.F.R. § 745.107(a)(4) in connection with Lease #1 identified in Paragraph 24 of this CA.
40. Pursuant to 40 C.F.R. § 745.118(e), Respondent's failure to comply with 40 C.F.R. § 745.115(a)(2) (which incorporates by reference 40 C.F.R. § 745.107(a)(4)) constitutes a violation of 40 C.F.R. § 745.115(a)(2), Section 1018(b)(5) of the RLBPHRA, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

Count III

41. The allegations contained in Paragraphs 1 through 40 of this CAFO are incorporated by reference herein as though fully set forth at length.
42. Pursuant to 40 C.F.R. § 745.113(b)(6), the contract to lease target housing shall include, either as an attachment or within the contract, 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 the signatures.

43. Respondent failed to ensure that the lessor(s) performed, in connection with Lease #2 identified in Paragraph 25 of this CA, the activities required of a lessor under 40 C.F.R. § 745.113(b)(6).
44. Respondent failed to personally ensure compliance by the lessor(s) with the requirements of 40 C.F.R. § 745.113(b)(6) in connection with Lease #2 identified above in Paragraph 25 of this CA.
45. Respondent violated 40 C.F.R. § 745.115(a)(2) by failing to ensure that the lessor(s) performed the activities required of a lessor under 40 C.F.R. § 745.113(b)(6) or to personally ensure compliance with 40 C.F.R. § 745.113(b)(6) in connection with Lease #2 identified in Paragraph 25 of this CA.
46. Pursuant to 40 C.F.R. § 745.118(e), Respondent's failure to comply with 40 C.F.R. § 745.115(a)(2) (which incorporates by reference 40 C.F.R. § 745.113(b)(6)) constitutes a violation of 40 C.F.R. § 745.115(a)(2), Section 1018(b)(5) of the RLBPHRA, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

Civil Penalty

47. Respondent agrees to pay the amount of Eleven Thousand Two Hundred Eighty-Four Dollars (\$11,284.00) 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 the CA. 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.
48. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest, administrative costs and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim, as more fully described below.
49. In accordance with 40 C.F.R. § 13.11(a), interest on any civil penalty assessed in a Consent Agreement and Final Order begins to accrue on the date that a copy of the Consent Agreement and Final Order is mailed or hand-delivered to the Respondent. However, EPA will not seek to recover interest on any amount of such civil penalty that is paid within thirty (30) calendar days after the date on which such interest begins to accrue. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 13.11(a).
50. The costs of the Agency's administrative handling of overdue debts will be charged and assessed monthly throughout the period a debt is overdue. 40 C.F.R. § 13.11(b).

Pursuant to Appendix 2 of EPA's *Resources Management Directives - Cash Management*, Chapter 9, EPA will assess a \$15.00 administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the payment is due and an additional \$15.00 for each subsequent thirty (30) days the penalty remains unpaid.

51. A late payment penalty of six percent per year will be assessed monthly on any portion of a civil penalty which remains delinquent more than ninety (90) calendar days. 40 C.F.R. § 13.11(c). Should assessment of the penalty charge on a debt be required, it shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).
52. The aforesaid settlement amount is based upon Complainant's consideration of the factors set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), which include the nature, circumstances, extent, and gravity of the violations and the violator's ability to pay, ability to continue in business, history of prior violations, and degree of culpability, and other matters as justice may require.
53. Respondent shall pay the civil penalty specified in paragraph 47, above, by electronic funds transfer ("EFT"), as described below, or by sending a cashier's check or certified check, made payable to the order of "**United States Treasury.**"

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

U.S. EPA, Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

Contact: Natalie Pearson, 314-418-4087

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

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

Contact: Natalie Pearson, 314-418-4087

c. Any EFT shall be transmitted to:

Wire Transfer

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT Address = FRNYUS33
33 Liberty Street
New York, NY 10045
(Field Tag 4200 of the wire transfer message should read:
"D 68010727 Environmental Protection Agency")

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

PNC Bank
ABA = 051036706
Account 310006
CTX Format Transaction Code 22 - checking

Environmental Protection Agency
808 17th Street, NW
Washington, DC 20074

Contact for ACH: Jessie White (301)887-6548

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

WWW.PAY.GOV
Enter sfo 1.1 in the search field

Open the form and complete required fields.

54. All payments by Respondent shall reference its name and address and the Docket Number of this case (RCRA-03-2008-0417). At the time of payment, Respondent shall send a notice of such payment, including a copy of any check or EFT authorization form and EFT transaction record, as appropriate, to:

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

and

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

Full and Final Satisfaction

55. This CAFO constitutes a settlement by EPA of its claims for civil penalties pursuant to Section 16(a) of the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2615(a), for the violations alleged in this CAFO.

Reservation of Rights

56. EPA reserves the right to commence action against any person, including Respondent, in response to any condition which EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. In addition, this settlement is subject to all limitations on the scope of resolution and to the reservation of rights set forth in Section 22.18(c) of the Consolidated Rules of Practice. Further, EPA reserves any rights and remedies available to it under TSCA, the regulations promulgated thereunder, and any other federal laws or regulations for which EPA has jurisdiction, to enforce the provisions of this CAFO, following its filing with the Regional Hearing Clerk.

Other Applicable Laws

57. Nothing in this CAFO shall relieve Respondent of any duties otherwise imposed on it by applicable federal, state or local law and/or regulations.

Authority to Bind the Parties

58. The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Agreement and bind Respondent hereto.

Entire Agreement

59. This Consent Agreement and the attached Final Order constitute the entire agreement and understanding of the parties concerning settlement of the above-captioned action and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Consent Agreement and the attached Final Order.

Effective Date

60. This CAFO shall become effective upon filing with the Regional Hearing Clerk.

For Respondent: Quality Property Management, Inc.

Date: 9/15/08

By: Patricia J. Kehr
Patricia Kehr
President

For the United States Environmental Protection Agency:

Date: 9/22/08

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

I recommend that the Regional Administrator, or his designee, issue the Final Order attached hereto.

Date: 9/23/2008

By: Nancy J. Dow for AF
Abraham Ferdas, Director
Land and Chemicals Division

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

In the Matter of:

**Quality Property Management, Inc.
53 E. King Street
York, PA 17401**

Docket No. TSCA-03-2008-0417

Respondent,

**524 Smith Street
York, Pennsylvania**

**285 West Cottage Place
York, Pennsylvania**

Target Housing.

FINAL ORDER

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

NOW, THEREFORE, PURSUANT TO Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 ("Lead Paint Disclosure Act"), 42 U.S.C. § 4851, *et seq.* and 40 C.F.R. Part 745, Subpart F, which authorizes the assessment of a civil penalty under Section 16 of TSCA, 15 U.S.C. § 2615, for violations of the Lead Paint Disclosure Act, and the *Consolidated Rules of Practice*, and having determined, based on the representations of the

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parties to the attached Consent Agreement, that the civil penalty agreed therein was based upon the factors set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), **IT IS HEREBY ORDERED** that Respondent comply with the terms and conditions of the attached Consent Agreement and pay a civil penalty of Eleven Thousand Two Hundred Eighty-Four Dollars (\$11,284.00).

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

Date: 9/29/08

By: Renée Sarajian
Renée Sarajian
Regional Judicial Officer
United States Environmental Protection Agency
Region III


CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the date listed below, the original of the foregoing Consent Agreement and Final Order, Docket No. TSCA-03-2008-0417, was filed with the Regional Hearing Clerk, U.S. EPA - Region III, 1650 Arch Street, Philadelphia, Pennsylvania, 19103-2029, and that a true and correct copy was sent to the following parties:

Overnight mail:

Patricia Kehr, President
Quality Property Management, Inc.
53 E. King Street
York, PA 17401

9/29/00
Date



Louis F. Ramalho
Sr. Assistant Regional Counsel
U.S. EPA - Region III
1650 Arch Street
Philadelphia, PA 19103-2029

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