

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

In the Matter of:

**Continental Realty Corporation
1427 Clarkview Road, Suite 500
Baltimore, Maryland 21209**

RESPONDENT,

**1219 Beaumont Avenue
Baltimore, Maryland 21209**

**1231 Beaumont Avenue
Baltimore, Maryland 21209**

**1232 Beaumont Avenue
Baltimore, Maryland 21209**

**1274 Beaumont Avenue
Baltimore, Maryland 21209**

**14-A Glenwood Road
Baltimore, Maryland 21209**

**1125-C Old Eastern Road
Baltimore, Maryland 21209**

TARGET HOUSING.

**U.S. EPA Docket No.
TSCA-03-2008-0279**

**Proceeding under Sections 16(a)
and 409 of the Toxic Substances
Control Act (15 U.S.C. §§ 2615(a)
and 2689)**

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CONSENT AGREEMENT

Preliminary Statement

1. Complainant, the Director of the Waste and Chemicals Management Division, U.S. Environmental Protection Agency - Region III ("EPA" or "Agency") and Continental Realty Corporation, a Maryland corporation (the "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. §§ 22.13(b) and .18(b)(2) and (3). This Consent Agreement ("CA") and the Final Order ("FO") address violations by 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.

2. For purposes of this proceeding only, Respondent admits the jurisdictional allegations set forth in this CA and the accompanying FO, and 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.
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.
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 the requirements of Section 1018 of the RLBPHRA, 42 U.S.C. § 4852d *et seq.*, and the Disclosure Rule codified at 40 C.F.R. Part 745, Subpart F.
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 State of Maryland

12. EPA has given the Commonwealth of Maryland 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 structures located at 1219, 1231, 1232, and 1274 Beaumont Avenue, Baltimore, Maryland, and the structures located at 14-A Glenwood Road, Baltimore, Maryland and 1125-C Old Eastern Road, Baltimore, Maryland consist of and, at the time of the violations alleged herein, consisted of residential real properties on which there is situated one building used as the home or residence for one or more persons.
18. The structures located at 1219, 1231, 1232, and 1274 Beaumont Avenue, Baltimore, Maryland, and the structures located at 14-A Glenwood Road, Baltimore, Maryland and 1125-C Old Eastern Road, Baltimore, Maryland are structures that contain more than one separate residential dwelling unit, each of which 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 1219, 1231, 1232, and 1274 Beaumont Avenue, Baltimore, Maryland, and the structures located at 14-A Glenwood Road, Baltimore, Maryland and 1125-C Old Eastern Road, Baltimore, Maryland, and all residential dwelling units therein, were constructed prior to 1978.
20. The structures located at 1219, 1231, 1232, and 1274 Beaumont Avenue, Baltimore, Maryland, and the structures located at 14-A Glenwood Road, Baltimore, Maryland and 1125-C Old Eastern Road, Baltimore, Maryland, 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 through 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 September 1, 2005, Respondent, on behalf of a "lessor", 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 rent and/or lease a residential unit at the 1219 Beaumont Avenue, Baltimore, Maryland for a term of one year commencing on September 1, 2005 and terminating on August 31, 2006.
25. On October 20, 2003, Respondent, on behalf of a "lessor", 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 rent and/or lease a residential unit at the 1231 Beaumont Avenue, Baltimore, Maryland for a term of one year commencing on November 1, 2003 and terminating on October 30, 2004.
26. On October 8, 2003, Respondent, on behalf of a "lessor", entered into a written contract ("Lease #3") with a "lessee" ("Lessee #3"), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit at the 1232 Beaumont Avenue, Baltimore, Maryland for a term of one year commencing on October 15, 2003 and terminating on October 14, 2004.
27. On October 3, 2003, Respondent, on behalf of a "lessor", entered into a written contract ("Lease #4") with a "lessee" ("Lessee #4"), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit at the 1274 Beaumont Avenue, Baltimore, Maryland for a term of one year commencing on October 15, 2003 and terminating on October 14, 2004.
28. On March 1, 2005, Respondent, on behalf of a "lessor", entered into a written contract ("Lease #5") with a "lessee" ("Lessee #5"), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit at the 14-A Glenwood Road, Baltimore, Maryland for a term of one year commencing on March 1, 2005 and terminating on February 29, 2006.
29. On April 30, 2005, Respondent, on behalf of a "lessor", entered into a written contract ("Lease #6") with a "lessee" ("Lessee #6"), as those terms are defined at 40 C.F.R.

§ 745.103, to rent and/or lease a residential unit at the 1125-C Old Eastern Avenue, Baltimore, Maryland for a term of one year commencing on May 1, 2005 and terminating on April 30, 2006.

30. 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 through 29, above.
31. 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.
32. 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.

Counts 1-4

33. The allegations contained in Paragraphs 1 through 32 of this CA are incorporated by reference herein as though fully set forth at length.
34. Pursuant to 40 C.F.R. § 745.107(a)(4), the lessor must provide to the lessee of target housing any records or reports available to lessor pertaining to lead-based paint and/or lead-based paint hazards in the target housing prior to the lessee being obligated under contract to lease the target housing.
35. As agent for the lessors with respect to the leasing of the Target Housing referred to in Paragraphs 24 through 29, above, Respondent was required by 40 C.F.R. § 745.115(a)(2) to ensure that the lessors performed, in connection with each of the four leases of such Target Housing, all activities required of the lessors under 40 C.F.R. §§ 745.107, 745.110, and 745.113, or to personally ensure compliance with the requirements of 40 C.F.R. §§ 745.107, 745.110, and 745.113.
36. Respondent failed to ensure that the lessors performed, in connection with Lease #1, Lease #2, Lease #3, and Lease #4 of the Target Housing identified above in Paragraphs 24 through 27 of this CA, the activities required of a lessor under 40 C.F.R. § 745.107(a)(4).
37. Respondent failed to personally ensure compliance with the requirements of 40 C.F.R. § 745.107(a)(4) in connection with Lease #1 through Lease # 4 of the Target Housing identified above in Paragraphs 24 through 27 of this CA.

38. Respondent violated 40 C.F.R. § 745.115(a)(2) by failing to ensure that the lessors 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 through Lease #4 of the Target Housing identified above in Paragraphs 24 through 27 of this CA.
39. 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 four violations of 40 C.F.R. § 745.115(a)(2) and Section 1018(b)(5) of the RLBPHRA, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

Counts 5-8

40. The allegations contained in Paragraphs 1 through 39 of this CA are incorporated by reference herein as though fully set forth at length.
41. Pursuant to 40 C.F.R. § 745.113(b)(1), the lessor is required to include, either as an attachment to or within each contract to lease target housing, a Lead Warning Statement containing the language provided therein.
42. Respondent failed to ensure that the lessors performed, in connection with Lease #1, Lease #2, Lease #3, and Lease #4 of the Target Housing identified above in Paragraphs 24 through 27 of this CA, the activities required of a lessor under 40 C.F.R. § 745.113(b)(1).
43. Respondent failed to personally ensure compliance with the requirements of 40 C.F.R. § 745.113(b)(1) in connection with Lease #1 through Lease #4 of the Target Housing identified above in Paragraphs 24 through 27 of this CA.
44. Respondent violated 40 C.F.R. § 745.115(a)(2) by failing to ensure that the lessors performed the activities required of a lessor under 40 C.F.R. § 745.113(b)(1) or to personally ensure compliance with 40 C.F.R. § 745.113(b)(1) in connection with Lease #1 through Lease #4 of the Target Housing identified above in Paragraphs 24 through 27 of this CA.
45. 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)(1)) constitutes four violations of 40 C.F.R. § 745.115(a)(2) and Section 1018(b)(5) of the RLBPHRA, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

Counts 9-12

46. The allegations contained in Paragraphs 1 through 45 of this CA are incorporated by reference herein as though fully set forth at length.
47. Pursuant to 40 C.F.R. § 745.113(b)(2), a lessor is required to include, either as an attachment to or within each contract to lease target housing, a statement disclosing

presence of any known lead-based paint and/or lead-based paint hazards in the Target Housing or the lessor's lack of knowledge of such presence.

48. Respondent failed to ensure that the lessors performed, in connection with Lease #1, Lease #2, Lease #3, and Lease #4 of the Target Housing identified above in Paragraphs 24 through 27 of this CA, the activities required of a lessor under 40 C.F.R. § 745.113(b)(2).
49. Respondent failed to personally ensure compliance with the requirements of 40 C.F.R. § 745.113(b)(2) in connection with Lease #1 through Lease #4 of the Target Housing identified above in Paragraphs 24 through 27 of this CA.
50. Respondent violated 40 C.F.R. § 745.115(a)(2) by failing to ensure that the lessors performed the activities required of a lessor under 40 C.F.R. § 745.113(b)(2) or to personally ensure compliance with 40 C.F.R. § 745.113(b)(2) in connection with Lease #1 through Lease #4 of the Target Housing identified above in Paragraphs 24 through 27 of this CA.
51. 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)(2)) constitutes four violations of 40 C.F.R. § 745.115(a)(2) and Section 1018(b)(5) of the RLBPHRA, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

Counts 13-16

52. The allegations contained in Paragraphs 1 through 51 of this CA are incorporated by reference herein as though fully set forth at length.
53. Pursuant to 40 C.F.R. § 745.113(b)(4), each contract to lease target housing shall include, as an attachment or within the contract, a statement by the lessee affirming receipt of the information set forth in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the lead hazard information pamphlet required under 15 U.S.C. § 2686.
54. Respondent failed to ensure that the lessors performed, in connection with Lease #1, Lease #2, Lease #3, and Lease #4 of the Target Housing identified above in Paragraphs 24 through 27 of this CA, the activities required of a lessor under 40 C.F.R. § 745.113(b)(4).
55. Respondent failed to personally ensure compliance with the requirements of 40 C.F.R. § 745.113(b)(4) in connection with Lease #1 through Lease #4 of the Target Housing identified above in Paragraphs 24 through 27 of this CA.
56. Respondent violated 40 C.F.R. § 745.115(a)(2) by failing to ensure that the lessors performed the activities required of a lessor under 40 C.F.R. § 745.113(b)(4) or to personally ensure compliance with 40 C.F.R. § 745.113(b)(4) in connection with Lease #1 through Lease #4 of the Target Housing identified above in Paragraphs 24 through 27 of this CA.

57. 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)(4)) constitutes four violations of 40 C.F.R. § 745.115(a)(2) and Section 1018(b)(5) of the RLBPHRA, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

Counts 17-18

58. The allegations contained in Paragraphs 1 through 57 of this CA are incorporated by reference herein as though fully set forth at length.
59. Pursuant to 40 C.F.R. § 745.113(b)(6), each contract to lease target housing shall include, as an attachment or within the contract, the signatures of the lessor, agents, and lessees, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature.
60. Respondent failed to ensure that the lessors performed, in connection with Lease #5, Lease #6 of the Target Housing identified above in Paragraphs 28 and 29 of this CA, the activities required of a lessor under 40 C.F.R. § 745.113(b)(6).
61. Respondent failed to personally ensure compliance with the requirements of 40 C.F.R. § 745.113(b)(6) in connection with Lease #5 and Lease #6 of the Target Housing identified above in Paragraphs 28 and 29 of this CA.
62. Respondent violated 40 C.F.R. § 745.115(a)(2) by failing to ensure that the lessors 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 #5 and Lease #6 of the Target Housing identified above in Paragraphs 28 and 29 of this CA.
63. 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 two violations of 40 C.F.R. § 745.115(a)(2) and 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

64. Respondent agrees to pay the amount of Thirty One Thousand Seven Hundred Seventeen Dollars (\$31,717.00) in satisfaction of all civil claims for penalties which Complainant may have under Section 16(a) of TSCA, 15 U.S.C. § 2615(a), for the specific violations alleged in this CA. Such civil penalty shall become due and payable immediately upon Respondent's receipt of a true and correct copy of this 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.

65. 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.
66. 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).
67. 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.
68. 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).
69. 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.
70. Respondent shall pay the amount described in Paragraph 64, above, by sending a certified or cashier's check payable to the "United States Treasury," as follows:

By Regular US Postal Service Mail:

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

By Private Commercial Overnight Delivery:

U.S. EPA, Fines and Penalties
U.S. Bank
1005 Convention Plaza
Mail Station SL-MO-C2GL
St. Louis, MO 63101
Contact: Natalie Pearson
(314) 418-4087

Payment of the penalty as required by this CAFO may also be made by electronic transfer to:

Wire Transfers

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) Transfers

PNC Bank
ABA = 051036706
Environmental Protection Agency
Account 310006
CTX Format
Transaction Code 22 - checking
808 17th Street, NW
Washington, DC 20074

Payment by Respondent shall reference Respondent's name and address, and the EPA Docket Number of this CAFO. A copy of Respondent's check or a copy of Respondent's electronic transfer shall be sent simultaneously to:

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

Louis F. Ramalho
Sr. Assistant Regional Counsel

U.S. Environmental Protection Agency - Region III
1650 Arch Street
Philadelphia, PA 19103-2029.

Full and Final Satisfaction

71. This CAFO constitutes a settlement by EPA of its claims for civil penalties pursuant to 9006(a) of RCRA, 42 U.S.C. § 6991e(a), for the violations alleged in this Consent Agreement.

Reservation of Rights

72. EPA reserves the right to commence an 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 RCRA, 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

73. 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 Parties

74. 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.

Effective Date


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

Entire Agreement

76. 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.


Respondent: Continental Realty Corporation

Date: 6/2/08

By: 
Nicholas F. McCoy
Vice- President and Legal Counsel


For the United States Environmental Protection Agency:

Date: 6/11/08

By: 
FOR Louis F. Ramalho
Sr. Assistant Regional Counsel

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

Date: 6/27/08

By: 
Abraham Ferdas, Director
Waste and Chemicals Management Division

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

In the Matter of:

**Continental Realty Corporation
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Baltimore, Maryland 21209**

RESPONDENT,

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FINAL ORDER

Complainant, the Director of the Waste and Chemicals Management Division, U.S. Environmental Protection Agency - Region III, and Continental Realty Corporation, a Maryland corporation (the "Respondent"), 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 authorize 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 having determined, based on the representations of the parties to the attached Consent Agreement, that the agreed civil penalty of Thirty One Thousand Seven Hundred Seventeen Dollars (\$31,717.00) was based upon the consideration of 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 pay a civil penalty of Thirty One Thousand Seven Hundred Seventeen Dollars (\$31,717.00) in accordance with the payment provisions set forth in the attached Consent Agreement, ~~33~~²⁵ and comply with each of the additional terms and conditions thereof in settlement of the claims contained therein.

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: 6/27/08

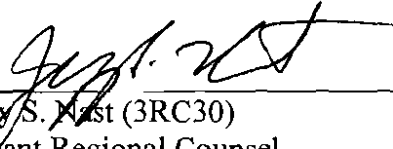
By: Renée Sarajian
Renée Sarajian
Regional Judicial Officer
United States Environmental Protection Agency
Region III

CERTIFICATE OF SERVICE

I hereby certify that the original and one copy of the foregoing Consent Agreement/Final Order, Docket No. TSCA-03-2008-0279, has been filed with the EPA Region III Regional Hearing Clerk on June 30, 2008 and that copies of the same were sent via Federal Express Overnight Delivery on July 1, 2008 to the following persons at the following addresses:

**Nicolas F. McCoy, Vice-President, Legal Counsel
Continental Realty Corporation
1427 Clarkview Road, Suite 500
Baltimore, Maryland 21209**

7/1/08
Date



Jeffrey S. Mast (3RC30)
Assistant Regional Counsel
U.S. Environmental Protection Agency, Region III
(215) 814-2652