



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

Office of Regional Counsel  
UST, Asbestos, Lead and Pesticides Branch  
Mailcode: JRC50

DEC 30 2010

Direct dial: (215) 814-2474  
Facsimile: (215) 814-2603  
Email: thomas.donzetta@epa.gov

Alexandra C. Chiaruttini, Esq.  
Stock and Leader  
Susquehanna Commerce Center East  
221 W. Philadelphia Street - Suite 600  
York, Pennsylvania 17401-2994

RE: Key Realty, Inc.  
CONSENT AGREEMENT AND FINAL ORDER  
TSCA-03-2011-0060

Dear Ms. Chiaruttini:

Enclosed is a true and correct copy of the fully executed Consent Agreement and Final Order ("CAFO") entered into between EPA, Region III, and your client, Key Realty, Inc. The CAFO was filed today with the Regional Hearing Clerk. Per the terms of the CAFO, your client's cash payment of \$3,000.00 is due and payable immediately upon receipt of a true and correct copy of the CAFO.

Thanks for your help in resolving this matter amicably without litigation. If you have any questions, please do not hesitate to call me at (215) 814-2474.

Sincerely,

Donzetta' W. Thomas  
Senior Assistant Regional Counsel

Enclosure



**EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM**

**TO BE FILLED OUT BY ORIGINATING OFFICE:**

(Attach a copy of the final order and transmittal letter to Defendant/Respondent)

This form was originated by: D. Thomas 12/30/10  
Name of Contact person Date

in the ORC at 215 814 2474  
Office Phone number

- Non-SF Jud. Order/Consent Decree. DOJ COLLECTS
- Administrative Order/Consent Agreement FMD COLLECTS PAYMENT
- SF Jud. Order/Consent Decree. FMD COLLECTS
- This is an original debt
- This is a modification

Name of Person and/or Company/Municipality making the payment  
Key Realty Inc (and/or Michael Key)

The Total Dollar Amount of Receivable 3,000

(If in installments, attach schedule of amounts and respective due dates)

The Case Docket Number TSCA-03-2011-060

The Site-Specific Superfund Acct. Number \_\_\_\_\_

The Designated Regional/HQ Program Office \_\_\_\_\_

**TO BE FILLED OUT BY LOCAL FINANCIAL MANAGEMENT OFFICE:**

The IFMS Accounts Receivable Control Number \_\_\_\_\_

If you have any questions call: \_\_\_\_\_  
Name of Contact Date

in the Financial Management Office, phone number: \_\_\_\_\_

**JUDICIAL ORDERS: Copies of this form with an attached copy of the front page of the final judicial order should be mailed to:**

- 1. Rosemarie Pacheco  
Environmental Enforcement Section  
Lands Division, Room 130044  
1425 New York Avenue, N.W.  
Washington, D.C. 20005
- 2. Originating Office (ORC)
- 3. Designated Program Office

**ADMINISTRATIVE ORDERS: Copies of this form with an attached copy of the front page of the administrative order should be sent to:**

- 1. Originating Office
- 2. Designated Program Office
- 3. Regional Hearing Clerk
- 3. Regional Counsel

**ENVIRONMENTAL PROTECTION AGENCY  
REGION III**

**In the Matter of:**

**KEY REALTY INC.  
38 S. Beaver Street  
York, Pennsylvania 17401**

**Respondent.**

**No. TSCA-03-2011-0060**

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**CONSENT AGREEMENT**

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**I. PRELIMINARY STATEMENT**

1. This Consent Agreement is entered into by the Director of the Land and Chemicals Division, U. S. Environmental Protection Agency, Region III ("Complainant" or "EPA" or "Agency") and Key Realty Inc. ("Respondent"), pursuant to Sections 409 and 16(a) of the Toxic Substances Control Act ("TSCA"), 15 U.S.C. §§ 2689 and 2615(a), the federal regulations set forth at 40 C.F.R. Part 745, 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 (with specific reference to 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3)).
2. The violations cited herein pertain to the Respondent's alleged failure, as an agent for owners and lessors of certain housing, to comply with requirements of 40 C.F.R. Part 745, Subpart F, Section 1018(b)(5) of the Residential Lead-Based Paint Hazard Reduction Act ("RLBPHRA"), 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.
3. In accordance with 40 C.F.R. § 22.13(b) and .18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant hereby simultaneously commences and resolves, as part of the settlement set forth herein, EPA's civil claims alleged in Section IV ("Findings of Fact and Conclusions of Law") of this Consent Agreement.

**II. JURISDICTION**

4. The U.S. Environmental Protection Agency 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 40 C.F.R. §§ 22.1(a)(5) and 22.4 of the *Consolidated Rules of Practice*.

### III. GENERAL PROVISIONS

5. For purposes of this proceeding, Respondent admits the jurisdictional allegations set forth in this Consent Agreement and the attached Final Order, hereinafter collectively referred to as the "CAFO".
6. Except as provided in Paragraph 5 of this Consent Agreement, for purposes of this proceeding, Respondent neither admits nor denies the factual allegations and legal conclusions 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 any right to contest any issue of law or fact set forth in this Consent Agreement and any right to appeal the accompanying Final Order.
9. Respondent consents to the issuance of this CAFO and agrees to comply with its terms and conditions.
10. Each Party to this Consent Agreement shall bear its own costs and attorney's fees.

### IV. FINDINGS OF FACT AND CONCLUSIONS OF LAW

11. In accordance with 40 C.F.R. § 22.13(b) and .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. 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."
13. 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.

14. Respondent at all times relevant to the violations alleged in this Consent Agreement, was the “agent” for the “owner” and “lessor” of the following “residential dwellings,” as those terms are defined at 40 C.F.R. § 745.103, located in York, Pennsylvania as outlined below:

Counts	Lease Transaction Number and Property Address	Lease Date
94	1. 115 Hoemer Street	07/03/2008
95	2. 119 South Pine Street	10/18/2007
73, 96	3. 123 South Belvidere	08/11/2006
97	4. 131 East Cottage Place	04/14/2006
98	5. 140 South Queen Street, Apt. 1	10/21/2008
1, 21	6. 151 South Pershing Avenue	09/12/2008
2, 22, 41, 58, 74, 99, 129	7. 157 West Maple	03/01/2007
3, 23, 42, 59, 75, 100	8. 1628 Derry Street	07/01/2008
101	9. 1844 Park Street	09/15/2006
4, 24, 43, 60	10. 202 South Pine Street	08/14/2008
76, 102	11. 203 East Cottage	03/01/2007
5, 25, 44, 61, 77, 103	12. 21 West Maple	05/01/2007
78, 104	13. 21 West Maple	07/01/2006
105	14. 2102 North 4 <sup>th</sup> Street	03/24/2006
6, 26	15. 217 West College	09/12/2008
106	16. 218 East Poplar	05/06/2008
7, 27, 45, 62, 79	17. 220 East Poplar	08/22/2008
107	18. 225 North Richland Avenue	06/26/2008

108	19. 245 East Poplar Street	11/01/2005
8, 28, 46, 63, 80, 109	20. 245 East Poplar Street	05/01/2007
9, 29, 47, 81	21. 2606 North 6 <sup>th</sup> Street - Apt 2	08/29/2008
82, 110	22. 308 East College	03/04/2006
111	23. 33 South Harley Street, Apt. #1	02/06/2008
10, 30, 48, 64, 83, 112	24. 34 South Beaver Street, Apt. #3	08/01/2008
113	25. 341 East Poplar Street	06/18/2007
11, 31, 49, 65, 84, 114	26. 343 Smyser	01/16/2008
85, 115	27. 343 Smyser	02/01/2007
12, 32	28. 347 East Poplar	08/28/2008
13, 33, 50	29. 36 North Hartley	08/01/2008
14, 34, 51, 66, 86, 116	30. 38 South Beaver Apt. #2	05/01/2007
15, 35, 52, 67, 87, 117	31. 38 South Beaver Apt. #2	11/01/2005
16, 36, 53, 68, 88, 118	32. 38 South Beaver Apt. #3	10/06/2006
17, 37, 54, 69, 89, 119	33. 38 South Beaver Apt. #4	11/01/2006
90, 120	34. 409 Juniper	05/17/2006
121	35. 425 Atlantic Avenue	12/01/2005
18, 38, 55, 70	36. 425 Red Mill Road, Apt. #4	09/01/2008
91, 122	37. 439 West College	05/25/2006
19, 39, 56, 71,	38. 47 North 12 <sup>th</sup> Street	03/04/2006

92, 123		
20, 40, 57, 72	39. 508 Curtain	08/14/2008
93, 124	40. 613 Emerald	08/14/2004
125	41. 710 West Philadelphia Street, Apt. #1	05/09/2008
126	42. 725 West Locust Street	07/28/2006
127	43. 740 West Poplar	12/01/2007
128	44. 750 West Princess Street	11/29/2005

15. Each of the residential dwellings referred to above was constructed prior to 1978 and is “target housing” as that term is defined at 40 C.F.R. § 745.103. Each such residential dwelling is hereinafter referred as the “Target Housing.”

16. Pursuant to 40 C.F.R. § 745.103, the term “lead-based paint” means “paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square centimeter [mg/cm<sup>2</sup>] or 0.5 percent by weight.”

17. None of the lease agreements associated with the Target Housing involved:

- (1) a “[s]ale[] of target housing at foreclosure,” as provided at 40 C.F.R. § 745.101(a);
- (2) a “[l]ease[] of target housing . . . 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);
- (3) 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); or
- (4) a “[r]enewal[] of [an] existing lease[] . . . in which the lessor has previously disclosed all information required under § 745.107 and where no new information described in § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

18. Lessees moved into, and resided at, each Target Housing unit during the term of the lease agreement for each such Target Housing.

19. At the time that the relevant lease agreement for each Target Housing unit was executed, and at all times relevant to the violations alleged herein, the lessees of such Target

Housing units were “lessees” of the Target Housing, as those terms are defined in 40 C.F.R. § 745.103.

20. 40 C.F.R. § 745.115(a) provides that: “[e]ach agent shall ensure compliance with all requirements of this subpart. To ensure compliance, the agent shall: . . . (2) Ensure that the seller or lessor has performed all activities required under §§ 745.107, 745.110, and 745.113 or personally ensure compliance with the requirements of §§ 745.107, 745.110, and 745.113.”

COUNTS 1-20

21. The allegations contained in Paragraphs 1 through 20 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
22. Pursuant to 40 C.F.R. § 745.113(b)(1), the lessor is required to include, either as an attachment to or within the contract for lease, a Lead Warning Statement in accordance with language provided therein.
23. The contract for Lease Transactions 6, 7, 8, 10, 12, 15, 17, 20, 21, 24, 26, 28, 29, 30, 31, 32, 33, 36, 38, and 39 did not include, as an attachment to or within such contract, a Lead Warning Statement containing the language set forth in, and required by, 40 C.F.R. § 745.113(b)(1).
24. Respondent’s failure to ensure that each lessor performed the activities required of a lessor under 40 C.F.R. § 745.113(b)(1), or to personally ensure such compliance, in regards to Lease Transactions 6, 7, 8, 10, 12, 15, 17, 20, 21, 24, 26, 28, 29, 30, 31, 32, 33, 36, 38, and 39, constitutes twenty separate violations of 40 C.F.R. § 745.115(a)(2), RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

COUNTS 21-40

25. The allegations contained in Paragraphs 1 through 24 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
26. Pursuant to 40 C.F.R. § 745.113(b)(2), the lessor is required to include, either as an attachment to or within the contract for lease, a statement disclosing the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or lessor’s lack of knowledge of such presence.



27. The contracts for Lease Transactions 6, 7, 8, 10, 12, 15, 17, 20, 21, 24, 26, 28, 29, 30, 31, 32, 33, 36, 38, and 39 did not include, as an attachment to or within such contracts, a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the Target Housing or a statement indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards in the Target Housing.
28. Respondent's failure to ensure that each lessor performed the activities required of a lessor under 40 C.F.R. § 745.113(b)(2), or to personally ensure such compliance, in regards to Lease Transactions 6, 7, 8, 10, 12, 15, 17, 20, 21, 24, 26, 28, 29, 30, 31, 32, 33, 36, 38, and 39, constitutes twenty separate violations of 40 C.F.R. § 745.115(a)(2), RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

COUNTS 41-57

29. The allegations contained in Paragraphs 1 through 28 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
30. Pursuant to 40 C.F.R. § 745.113(b)(3), the lessor is required to include, either as an attachment to or within the contract for lease, a list of records or reports which were available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee or to indicate that no such records or reports were available.
31. The contracts for Lease Transactions 7, 8, 10, 12, 17, 20, 21, 24, 26, 29, 30-33, 36, 38, and 39 did not include, as an attachment to or within each such contract, a list of records or reports which were available to the lessor pertaining to lead-based paint or lead-based paint hazards in the Target Housing that were provided to the lessees or did not indicate that no such records or reports were available.
32. Respondent's failure to ensure that each lessor performed the activities required of a lessor under 40 C.F.R. § 745.113(b)(3), or to personally ensure such compliance, in regards to Lease Transactions 7, 8, 10, 12, 17, 20, 21, 24, 26, 29, 30-33, 36, 38, and 39, constitutes seventeen separate violations of 40 C.F.R. § 745.115(a)(2), RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

COUNT 58-72

33. The allegations contained in Paragraphs 1 through 32 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.

34. Pursuant to 40 C.F.R. § 745.113(b)(4), the lessor is required to include, either as an attachment to or within the contract for lease, 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 pamphlet required under 15 U.S.C. § 2686.
35. The contracts for Lease Transactions 7, 8, 10, 12, 17, 20, 24, 26, 30-33, 36, 38, and 39 did not include, as an attachment to or within such 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 pamphlet required under 15 U.S.C. § 2696.
36. Respondent's failure to ensure that each lessor performed the activities required of a lessor under 40 C.F.R. § 745.113(b)(4), or to personally ensure such compliance, in regards to Lease Transactions 7, 8, 10, 12, 17, 20, 24, 26, 30-33, 36, 38, and 39, constitutes fifteen violations of 40 C.F.R. § 745.115(a)(2), RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

COUNTS 73-93

37. The allegations contained in Paragraphs 1 through 36 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
38. Pursuant to 40 C.F.R. § 745.113(b)(5), the lessor is required to include, either as an attachment to or within the contract for lease, a statement that the agent has informed the lessor of the lessor's obligations under 42 U.S.C. § 4852d and that the agent is aware of his/her duty to ensure compliance with the requirements of 40 C.F.R. Part 745, Subpart F.
39. The contracts for Lease Transactions 3, 7, 8, 11, 12, 13, 17, 20, 21, 22, 24, 26, 27, 30-34, 37, 38, and 40 did not include, as an attachment to or within such contract, a statement that the agent had informed the lessor of the lessor's obligations under 42 U.S.C. § 4852d and that the agent was aware of his/her duty to ensure compliance with the requirements of 40 C.F.R. Part 745, Subpart F.
40. Respondent's failure to ensure that each lessor performed the activities required of a lessor under 40 C.F.R. § 745.113(b)(5), or to personally ensure such compliance, in regards to Lease Transactions 3, 7, 8, 11, 12, 13, 17, 20, 21, 22, 24, 26, 27, 30-34, 37, 38, and 40, constitutes twenty-one separate violations of 40 C.F.R. § 745.115(a)(2), RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

COUNTS 94-128

41. The allegations contained in Paragraphs 1 through 40 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
42. Pursuant to 40 C.F.R. § 745.113(b)(6), the lessor is required to include, either as an attachment to or within the contract for lease the signatures of the lessor, agent and lessee certifying to the accuracy of their statements, as well as dates of signature.
43. The contracts for Lease Transactions 1-5, 7-9, 11-14, 16, 18-20, 22-27, 30-35, 37-38, 40-43, and 44 did not include, as an attachment to or within such contract, the signatures of the lessees certifying to the accuracy of their statements, and/or the dates of signature.
44. Respondent's failure to ensure that each lessor performed the activities required of a lessor under 40 C.F.R. § 745.113(b)(6), or to personally ensure such compliance, in regards to Lease Transactions 1-5, 7-9, 11-14, 16, 18-20, 22-27, 30-35, 37-38, 40-43, and 44, constitutes thirty-five separate violations of 40 C.F.R. § 745.115(a)(2), RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

COUNT 129

45. The allegations contained in Paragraphs 1 through 44 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
46. Pursuant to 40 C.F.R. § 745.107(a)(1), the lessor is required to provide the lessee, prior to the lessee's obligation under any contract to lease target housing, with an EPA-approved lead hazard information pamphlet.
47. The lessee for Lease Transaction 7 was not provided, prior to the lessee's obligation to lease 157 West Maple Street, with an EPA-approved lead hazard information pamphlet.
48. Respondent's failure to ensure that the lessor performed the activities required of a lessor under 40 C.F.R. § 745.107(a), or to personally ensure such compliance, in regards to Lease Transaction 7, constitutes a violation of 40 C.F.R. § 745.115(a)(2), RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

V. CIVIL PENALTY

49. In settlement of EPA's claims for civil penalties assessable for the violations alleged in this Consent Agreement, Respondent consents to the assessment of a civil penalty in the

amount of three thousand dollars (\$3,000.00) which Respondent shall be liable to pay in accordance with the terms set forth below. Such civil penalty amount 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, as described in Paragraphs 52 - 55, below, Respondent must pay such civil penalty no later than thirty (30) calendar days after the date on which a true and correct copy of the signed and executed CAFO is mailed or hand-delivered to Respondent.

50. The Parties represent that the settlement terms are reasonable and are based upon EPA's consideration of a number of factors, including the penalty criteria set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), *i.e.*, the nature, circumstances, extent and gravity of the violations, and with respect to the Respondent's, 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* ("December 2007 ERPP"). EPA also has considered the *Adjustment of Civil Monetary Penalties for Inflation*, as set forth in 40 C.F.R. Part 19, and the September 21, 2004 memorandum by Acting EPA Assistant Administrator Thomas V. Skinner entitled, *Modifications to EPA Penalty Policies to Implement the Civil Monetary Penalty Inflation Adjustment Rule* ("2004 Skinner Memorandum"). Pursuant to 40 C.F.R. Part 19, penalties for Disclosure Rule violations occurring after January 30, 1997 were increased by 10% to account for inflation, thereby adjusting the statutory maximum penalty to \$11,000. While the statutory maximum penalty for Disclosure Rule violations remains at \$11,000, 40 C.F.R. Part 19 and the 2004 Skinner Memorandum provide that penalties for Disclosure Rule violations occurring after March 15, 2004, are to be increased by an additional 17.23% to account for subsequent inflation, not to exceed the aforementioned \$11,000 limitation. The December 2007 ERPP recognizes and incorporates the above penalty inflation adjustment requirements in its penalty calculation methodology, guidance and appended matrices.
51. Payment of the civil penalty amount described in Paragraph 49 above, shall be made by either cashier's check, certified check or electronic wire transfer, in the following manner:
- a. All payments by Respondent shall reference its name and address, and the Docket Number of this action, *i.e.*, TSCA-03-2011-0060;
  - b. All checks shall be made payable to "**United States Treasury**";
  - c. All payments made by check and sent by regular mail shall be addressed and

mailed to:

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

Contact: Eric Volck 513-487-2105

- d. All payments made by check and sent by overnight delivery service shall be addressed and mailed to:

U.S. EPA, Fines & Penalties  
U.S. Bank  
Government Lockbox 979077  
1005 Convention Plaza  
Mail Station SL-MO-C2-GL  
St. Louis, MO 63101

Contact: Natalie Pearson 314-418-1028

- e. All payments made by check in any currency drawn on banks with no USA branches shall be addressed for delivery to:

Cincinnati Finance  
U.S. EPA, MS-NWD  
26 W. M.L. King Drive  
Cincinnati, OH 45268-0001

- f. All payments made by electronic wire transfer shall be directed to:

Federal Reserve Bank of New York  
ABA = 021030004  
Account = 68010727  
SWIFT address = FRNYUS33  
Tax id. No. = 52-0852695  
33 Liberty Street  
New York, NY 10045

Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

- g. All electronic payments made through the automated clearinghouse (ACH), also known as Remittance Express (REX), shall be directed to:

US Treasury REX / Cashlink ACH Receiver  
ABA = 051036706  
Account No.: 310006, Environmental Protection Agency  
Tax id. No. = 52-0852695  
CTX Format Transaction Code 22 - Checking

Physical location of U.S. Treasury facility:  
5700 Rivertech Court  
Riverdale, MD 20737  
Contact: Jesse White 301-887-6548 or REX, 1-866-234-5681

- h. On-Line Payment Option:

[WWW.PAY.GOV](http://WWW.PAY.GOV)

Enter sfo 1.1 in the search field. Open and complete the form.

- i. Additional payment guidance is available at:

[http://www.epa.gov/ocfo/finservices/make\\_a\\_payment.htm](http://www.epa.gov/ocfo/finservices/make_a_payment.htm)

- j. Copies of all checks and/or copies of all electronic fund transfers made in payment of the penalty described in Paragraph 49 shall be sent simultaneously to:

Donzetta Thomas  
Senior Assistant Regional Counsel  
U.S. Environmental Protection Agency  
Region III (Mail Code 3RC50)  
1650 Arch Street  
Philadelphia, PA 19103-2029

and

Ms. Lydia Guy  
Regional Hearing Clerk  
U.S. Environmental Protection Agency  
Region III (Mail Code 3RC00)  
1650 Arch Street  
Philadelphia, PA 19103-2029

52. 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 Consent Agreement and Final Order shall result in the assessment of late payment charges including interest, penalties, and/or administrative costs of handling delinquent debts.
53. Interest on the civil penalty assessed in this CAFO will begin to accrue on the date that a copy of this CAFO is mailed or hand-delivered to the Respondent. However, EPA will not seek to recover interest on any amount of the 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).
54. The costs of EPA's administrative handling of overdue debts is 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.
55. A penalty charge of six (6) percent 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).
56. Respondent agrees not to deduct for federal tax purposes the civil penalty specified in this Consent Agreement and the accompanying Final Order.

#### VI. EFFECT OF SETTLEMENT

57. The settlement set forth in this CAFO shall constitute full and final satisfaction of all civil claims for penalties which Complainant may have under TSCA and/or the RLBPHRA for the specific violations alleged in Section IV ("Findings of Fact and Conclusions of Law"), above. Compliance with this CAFO shall not be a defense to any action commenced at any time for any other violation of the federal laws and regulations administered by EPA.

#### VII. OTHER APPLICABLE LAWS

58. Nothing in this CAFO shall relieve Respondent of his obligation to comply with all applicable federal, state, and local laws and regulations.

#### VIII. CERTIFICATION OF COMPLIANCE

59. Respondent certifies to Complainant, upon investigation, to the best of his knowledge and belief, that such Respondent, as an "agent" for owners of Target Housing properties that are referenced in this Consent Agreement, is currently in compliance with the provisions of TSCA, the RLBPHRA and 40 C.F.R. Part 745, Subpart F.

#### IX. RESERVATION OF RIGHTS

60. This Consent Agreement and the accompanying Final Order resolve only EPA's claims for civil monetary penalties for the specific violations alleged in Section IV ("Findings of Fact and Conclusions of Law") herein. 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 RLBPHRA, 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 EPA Regional Hearing Clerk.

#### X. PARTIES BOUND

61. This Consent Agreement and the accompanying Final Order shall apply to and be binding upon the EPA, the Respondent, and Respondent's officers and directors (in their official capacity), successors and assigns. By his signature below, the person signing this



Consent Agreement on behalf of Respondent acknowledges that he is fully authorized to enter into this Consent Agreement and to legally bind Respondent to the terms and conditions of this Consent Agreement and Final Order.


**XI. EFFECTIVE DATE**

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

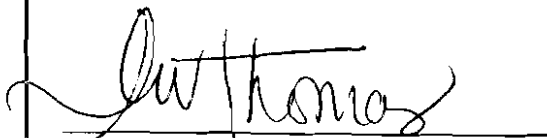
**XII. ENTIRE AGREEMENT**

63. This Consent Agreement and the accompanying Final Order constitute the entire agreement and understanding of the parties regarding settlement of all claims 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.

**For Respondent:**


  
\_\_\_\_\_  
**Michael Key, President**  
Key Realty, Inc.

**For Complainant:**

  
\_\_\_\_\_  
**Donzetta Thomas, Sr. Asst. Regional Counsel**  
U.S. Environmental Protection Agency, Region III

Accordingly, I hereby recommend that the Regional Administrator, or his designee, the Regional Judicial Officer, issue the attached Final Order.

Date: 12/21/10

  
\_\_\_\_\_  
**Abraham Ferdas**, Director  
Land and Chemicals Division  
U.S. EPA Region III  
1650 Arch Street  
Philadelphia, Pennsylvania 19103-2029

**BEFORE THE UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY**

**In the Matter of:**

**KEY REALTY INC.  
38 S. Beaver Street  
York, Pennsylvania 17401**

**Respondent.**

**Docket No. TSCA-03-2011-0060**

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

**FINAL ORDER**

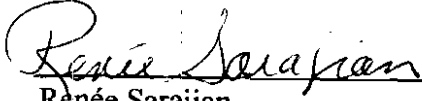
Complainant, the Director of the Land and Chemicals Division, U.S. Environmental Protection Agency - Region III, and the above-captioned Respondent have executed a document entitled "Consent Agreement," which I hereby ratify as a Consent Agreement in accordance with the Consolidated Rules of Practice 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. The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated herein as if set forth at length.

**WHEREFORE**, Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 ("RLBPHRA"), 42 U.S.C. §§ 4851 *et seq.*, and 40 C.F.R. Part 745, Subpart F, authorize the assessment of a civil penalty under Section 16 of the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2615, for violations of the RLBPHRA, and having determined, based on the representations of the parties to the attached Consent Agreement, that the agreed-upon Three Thousand Dollars (\$3,000.00) civil penalty was based upon 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 Three Thousand Dollars (\$3,000.00) in accordance with the payment provisions set forth in the attached Consent Agreement.

The effective date of the foregoing Consent Agreement and this **FINAL ORDER** is the date on which this **FINAL ORDER** is filed with the EPA Regional Hearing Clerk.

Date: 12/28/10

  
Renée Sarajian  
Regional Judicial Officer  
U.S. EPA - Region III