

**ENVIRONMENTAL PROTECTION AGENCY
REGION III**

In the Matter of: :
 :
CONSUMER MANAGEMENT SERVICES, INC. :
114 W. 25TH Street :
Baltimore, MD :
 : **No. TSCA-03-2010-0232**
Respondent. :

CONSENT AGREEMENT

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 Consumer Management Services, 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 III ("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*.
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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 Baltimore, Maryland at: 3018 Baker Street, 1st Floor; 3407 WoodBrook Avenue, #11; 3449 Cottage Avenue; 3631 Liberty Heights - B3; 3631 Liberty Heights - C1; 3631 Liberty Heights - D5; 2311 E. Preston Street; 114 W. 25th Street, 3rd Floor; 5409 Windsor Mill Road, 2nd Floor; 1329 N. Patterson Park; 1711 E. 28th Street; 2522 E. Preston Street; 1719 Chilton Street; 419 N. Loudan Avenue; 511 Mt. Holly Street; 2793 ½ The Alameda; 4208 Reistertown Road; 908 N. Payson Street; 1733 E. Lafayette; 2821 St. Paul Street, 1st Floor; 2821 St. Paul Street, 2nd Floor Front; 1711 Chilton Street; 1308 McCullogh Street, Basement Apt.; 1735 Homestead Street; 1812 Edmondson Avenue, 1st Floor; 1829 N. Wolfe Street; 1333 Ramsey Street; 2104 Wilkins Avenue; 1023 N. Durham Street; 1822 N. Montford Avenue; and 2407 E. Oliver Street, and as outlined below:

Counts	Lease Transaction Number and Property Address	Lease Date
17	1. 3018 Baker Street, 1 st Floor	05/01/2004
1, 7, 18, 29, 30, 36	2. 3407 WoodBrook Avenue, #11	04/27/1995
19	3. 3449 Cottage Avenue	08/30/2001
20	4. 3631 Liberty Heights - B3	07/02/2001
21, 37	5. 3631 Liberty Heights - C1	05/06/2002
38	6. 3631 Liberty Heights - D5	08/03/2005
8, 39	7. 2311 E. Preston Street	07/30/2004
40	8. 114 W. 25 th Street, 3 rd Floor	02/13/2004
41	9. 5409 Windsor Mill Road, 2 nd Floor	02/16/2006
42	10. 1329 N. Patterson Park	03/04/2005
43	11. 1711 E. 28 th Street	06/10/2005
44	12. 2522 E. Preston Street	09/12/2000
45	13. 1719 Chilton Street	04/21/1998
46	14. 419 N. Loudan Avenue	05/17/2000
2, 9, 22, 31, 47	15. 511 Mt. Holly Street	05/05/1981

3, 10, 23, 32, 48	16. 2793 ½ The Alameda	10/26/1994
49	17. 4208 Reistertown Road	03/30/2001
50	18. 908 N. Payson Street	11/01/2001
51	19. 1733 E. Lafayette	07/22/2005
52	20. 2821 St. Paul Street, 1 st Floor	01/14/2005
53	21. 2821 St. Paul Street, 2 nd Floor Front	11/08/2000
4, 11, 24, 33, 54	22. 1711 Chilton Street	04/12/2002
55	23. 1308 McCullogh Street, Basement Apt.	11/03/2005
5, 12, 25, 34, 56	24. 1735 Homestead Street	08/10/2001
57	25. 1812 Edmondson Avenue, 1 st Floor	11/10/2003
58	26. 1829 N. Wolfe Street	07/01/2006
13, 59	27. 1829 N. Wolfe Street	06/01/2007
60	28. 1333 Ramsey Street	01/27/2006
6, 14, 26, 35, 61	29. 2104 Wilkins Avenue	02/01/2006
62	30. 1023 N. Durham Street	09/10/2004
15, 63	31. 1822 N. Montford Avenue	05/21/2001
16, 27, 64	32. 1822 N. Montford Avenue	07/25/2005
28, 65	33. 1822 N. Montford Avenue	11/01/2006
66	34. 2407 E. Oliver Street	04/12/2006

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/cm²] 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 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 1-6

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 2, 15, 16, 22, 24, and 29 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 2, 15, 16, 22, 24, and 29, constitutes six 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 7-16

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 2, 7, 15, 16, 22, 24, 27, 29, 31, and 32, 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 2, 7, 15, 16, 22, 24, 27, 29, 31, and 32, constitutes ten 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 17-28

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 1, 2-5, 15, 16, 22, 24, 29, 32, and 33 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 1, 2-5, 15, 16, 22, 24, 29, 32, and 33, constitutes twelve 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 29

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 Transaction 2 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 Transaction 2, 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.

COUNTS 30-35

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 2, 15, 16, 22, 24, and 29 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 2, 15, 16, 22, 24, and 29, constitutes six 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 36-66

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 2, and 5-34 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 2, and 5-34, constitutes thirty-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.

V. CIVIL PENALTY

45. 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 nineteen thousand eight hundred eighty-seven dollars (\$19,887.00) 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 48 - 51, 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 CA/FO is mailed or hand-delivered to Respondent.

46. 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.
47. Payment of the civil penalty amount described in Paragraph 45 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-03-2010-0232;
 - 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. Environmental Protection Agency
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. Bank
Government Lockbox 979077
U.S. EPA, Fines & Penalties
1005 Convention Plaza
Mail Station SL-MO-C2-GL
St. Louis, MO 63101

Contact: 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
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
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/PAYGOV

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

- j. Copies of all checks and/or copies of all electronic fund transfers made in payment of the penalty described in Paragraph 45 shall be sent simultaneously to:

Donzetta Thomas
Assistant Regional Counsel
U.S. Environmental Protection Agency
Region III (Mail Code 3RC30)
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

48. 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.
49. 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).
50. 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.
51. 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).
52. 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

53. 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

54. 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

55. 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

56. 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

57. 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

58. 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,

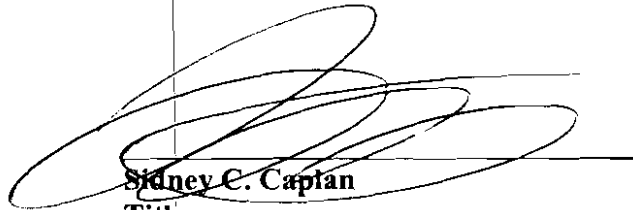
or his designee, the Regional Judicial Officer, is filed with the EPA Regional Hearing Clerk pursuant to the Consolidated Rules of Practice.

XII. ENTIRE AGREEMENT

59. 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:

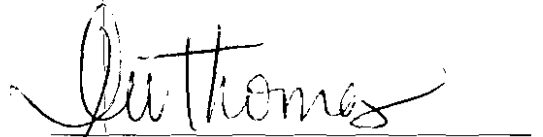
Date: 3.11.10



Sidney C. Caplan
Title:

For Complainant:

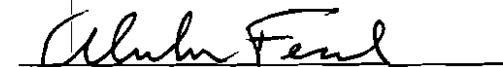
Date: 3/17/10



Donzetta Thomas
Sr. Asst. Regional Counsel
U.S. EPA Region III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

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

Date: 3/22/10




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

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 nineteen thousand eight hundred eighty-seven dollars (\$19,887.00) 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: 3/23/10

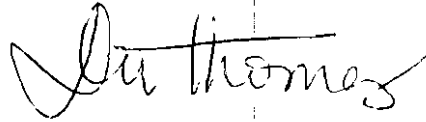

Renée Sarajian
Regional Judicial Officer
U.S. EPA - Region III

CERTIFICATE OF SERVICE

I hereby certify that the original and one copy of the foregoing Consent Agreement and Final Order, EPA Docket No. TSCA-03-2010-0232, were filed today with the Regional Hearing Clerk, EPA, Region III, and that one copy of the Consent Agreement and Final Order was sent via FedEx, to:

Catherine A. Potthast, Esq.
Nolan, Plumhoff & Williams
Suite 700, Nottingham Centre
502 Washington Avenue
Towson, MD 21204-4528

3/24/10
Date



Donzetta Thomas (3RC30)
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency, Region III
(215) 814-2474