

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

In the Matter of:

In the Matter of:

**ARO Properties, a Pennsylvania
General Partnership
4410 Township Line Road
Drexel Hill, PA 19026**

RESPONDENT,

**Oak Terrace Apartments
281 Davis Avenue
Clifton Heights, PA 19018**

**Oak Terrace Apartments
18 North Oak Avenue
Clifton Heights, PA 19018**

**Holly House Apartments
48 West Eagle Road
Havertown, PA 19083**

**Wyndmoor Apartments
117 South Eagle Road
Havertown, PA 19083**

**Eagle Towers Apartments
2323 East Darby Road
Havertown, PA 19083**

**Stone Ridge Apartments
501 Lawrence Road
Broomall, PA 19008**

**Drexel Woods
824-828 Providence Road
Secane, PA 19018**

**West Chester Pike Apartments
1241 West Chester Pike
Havertown, PA 19083**

TARGET HOUSING.

**U.S. EPA Docket No.
TSCA-03-2009-0063**

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

FINAL ORDER

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EPA REGION III HILL, PA**

FINAL ORDER

Complainant, the Director of the Land and Chemicals Division, U.S. Environmental Protection Agency - Region III, and ARO Properties, a Pennsylvania general partnership consisting of individual partners, Helene Tiger, Richard Tiger, Bob Perna, Dolores Perna, Henry Tiger, Linda Lacey, Joseph A. Perna, IV, Robert D. Perna, Miriam Ferleger, and the Estate of Joseph Perna III, and their agents, successors and assigns (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 Sixty One Thousand Seven Hundred Eighty-Five Dollars (\$61,785.00) is 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 Sixty One Thousand Seven Hundred Eighty-Five Dollars (\$61,785.00) in accordance with the payment provisions set forth in the attached Consent

Agreement, 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: 3/3/09

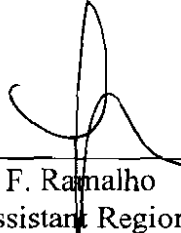
By: Renée Sarajian
Renée Sarajian
Regional Judicial Officer
U.S. EPA, Region

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the date listed below, the original of the foregoing Complainant's Initial Pre-hearing Exchange, Docket No. **TSCA-03-2009-0063** was filed with the Regional Hearing Clerk, U.S. EPA - Region III, 1650 Arch Street, Philadelphia, Pennsylvania, 19103-2029, and that a true and correct copy was sent to the following parties:

David Ferleger, Esq.
ARO Properties
Pagoda 10, Suite 115
100 Presidential Blvd.
Bala Cynwyd, PA 19004

3/3/09
Date




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


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U.S. EPA - REGION III
PHILADELPHIA, PA

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

SUBJECT: In the Matter of: *ARO Properties*
Docket No. TSCA-03-2009-0063
Consent Agreement and Final Order

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

and

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

TO: Renée Sarajian
Regional Judicial Officer
U.S. EPA, Region

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PHILADELPHIA, PA

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

On March 31, 2008, Respondent entered into a Consent Agreement, Final Order, and Settlement Conditions Document (“SCD”) wherein Respondent agreed as part of the settlement to perform a Multi-Lease Disclosure Rule Compliance Audit under the terms and conditions of the SCD. This CAFO resolves the violations discovered, disclosed and corrected by Respondent through the audit performed by Healthy Housing Solutions, Inc. under the SCD. The civil penalty was calculated pursuant to the reduced civil penalty matrix negotiated with Respondent under the SCD. As a result, Respondent will pay a civil penalty in the amount of \$61,785.00.

The proposed settlement is based upon consideration of a number of factors, including, but not limited to, the statutory factors set forth in Section 16(a)(2)(B) of TSCA, 42 U.S.C. § 2615(a)(2)(B), requiring EPA to consider the nature, circumstances, extent, and gravity of the violations, the violator’s ability to pay, ability to continue in business, history of prior violations,

degree of culpability and other factors as justice may require, and in accordance with EPA's February 2000 *Section 1018 Disclosure Rule Enforcement Response Policy*.

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

Attachment

cc: David Ferleger, Esq.
Counsel for ARO Properties

Louis F. Ramalho
Sr. Asst. Regional Counsel

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

In the Matter of:

ARO Properties, a Pennsylvania
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4410 Township Line Road
Drexel Hill, PA 19026

RESPONDENT,

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U.S. EPA Docket No.
TSCA-03-2009-0063

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

CONSENT AGREEMENT

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CONSENT AGREEMENT

Preliminary Statement

1. Complainant, the Director of the Land and Chemicals Division, U.S. Environmental Protection Agency - Region III ("EPA" or "Agency") and ARO Properties, a Pennsylvania general partnership consisting of individual partners Helene Tiger, Richard Tiger, Bob Perna, Dolores Perna, Henry Tiger, Linda Lacey, Joseph A. Perna, IV, Robert D. Perna, Miriam Ferleger, and the Estate of Joseph Perna III, and their agents, successors and assigns (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 ("CA") and the accompanying Final Order ("FO") (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 CAFO addresses 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. For federal income tax purposes, 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, its partners, and its agents, 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 Commonwealth of Pennsylvania

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

Findings of Fact and Conclusions of Law

13. The EPA and the Office of Administrative Law Judges of the EPA have jurisdiction over the above-captioned matter pursuant to Sections 16 and 409 of TSCA, 15 U.S.C. §§ 2615 and 2689, Section 1018 of Title X of the RLBPHRA, 42 U.S.C. § 4852d, 40 C.F.R. Part 745, Subpart F, and the Consolidated Rules of Practice, 40 C.F.R. §§ 22.1(a)(5) and 22.4.
14. Pursuant to RLBPHRA Section 1004(27), 42 U.S.C. § 4851b(27), TSCA Section 401(17), 15 U.S.C. § 2681(17), and 40 C.F.R. § 745.103, the term "target housing" means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.
15. Pursuant to RLBPHRA Section 1004(23), 42 U.S.C. § 4851b(23), TSCA Section 401(14), 15 U.S.C. § 2681(14), and 40 C.F.R. § 745.103, the term "residential dwelling" means either a single family dwelling, including attached structures such as porches and stoops, or a single-family dwelling unit in a structure that contains more than one separate residential dwelling unit, and in which each such unit is used or occupied, or intended to be used or occupied, in whole or in part, as the residence of one or more persons.
16. Pursuant to RLBPHRA Section 1004(24), 42 U.S.C. § 4851b(24), and TSCA Section 401(15), 15 U.S.C. § 2681(15), the term "residential real property" means real property on which there is situated one or more residential dwellings used or occupied, or intended to be used or occupied, in whole or in part, as the home or residence of one or more persons.
17. The properties located at 281 Davis Avenue, Clifton Heights, Pennsylvania, 18 North Oak Avenue, Clifton Heights, Pennsylvania, 48 West Eagle Road, Havertown, Pennsylvania, 117 South Eagle Road, Havertown, Pennsylvania, 2323 East Darby Road, Havertown, Pennsylvania, 501 Lawrence Road, Broomall, Pennsylvania, 824-828 Providence Road, Secane, Pennsylvania, and 1241 West Chester Pike, Havertown,

Pennsylvania consist of and, at the time of the violations alleged herein, consisted of residential real properties on which there is situated one or more buildings used as the home or residence for one or more persons.

18. The buildings located at 281 Davis Avenue, Clifton Heights, Pennsylvania, 18 North Oak Avenue, Clifton Heights, Pennsylvania, 48 West Eagle Road, Havertown, Pennsylvania, 117 South Eagle Road, Havertown, Pennsylvania, 2323 East Darby Road, Havertown, Pennsylvania, 501 Lawrence Road, Broomall, Pennsylvania, 824-828 Providence Road, Secane, Pennsylvania, and 1241 West Chester Pike, Havertown, Pennsylvania 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 281 Davis Avenue, Clifton Heights, Pennsylvania, 18 North Oak Avenue, Clifton Heights, Pennsylvania, 48 West Eagle Road, Havertown, Pennsylvania, 117 South Eagle Road, Havertown, Pennsylvania, 2323 East Darby Road, Havertown, Pennsylvania, 501 Lawrence Road, Broomall, Pennsylvania, 824-828 Providence Road, Secane, Pennsylvania, and 1241 West Chester Pike, Havertown, Pennsylvania and all residential dwelling units therein, were constructed prior to 1978.
20. The structures located at 281 Davis Avenue, Clifton Heights, Pennsylvania, 18 North Oak Avenue, Clifton Heights, Pennsylvania, 48 West Eagle Road, Havertown, Pennsylvania, 117 South Eagle Road, Havertown, Pennsylvania, 2323 East Darby Road, Havertown, Pennsylvania, 501 Lawrence Road, Broomall, Pennsylvania, 824-828 Providence Road, Secane, Pennsylvania, and 1241 West Chester Pike, Havertown, Pennsylvania and all residential dwelling units therein, are not and, at the time of the violations alleged herein, were not housing used for the elderly or persons with disabilities, and are not and, at the time of the violations alleged herein, were not "0-bedroom dwellings" as defined by 40 C.F.R. § 745.103.
21. The structures and all residential dwelling units therein, identified above in Paragraphs 17 through 20, 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 8, 2004, 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

Clifton Heights, Pennsylvania for a term of one year commencing on October 1, 2004 and terminating on September 30, 2005.

25. On September 15, 2006, 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 E12 at 281 Davis Avenue, Clifton Heights, Pennsylvania for a term of one year commencing on October 1, 2006 and terminating on September 30, 2007.
26. On August 1, 2006, 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 F3 at 281 Davis Avenue, Clifton Heights, Pennsylvania for a term of one year commencing on August 1, 2006 and terminating on July 31, 2007.
27. On May 14, 2007, 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 G4 at 281 Davis Avenue, Clifton Heights, Pennsylvania for a term commencing on June 1, 2007 and terminating on May 31, 2008.
28. On August 16, 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 G6 at 281 Davis Avenue, Clifton Heights, Pennsylvania for a term of one year commencing on September 1, 2005 and terminating on August 31, 2006.
29. On October 1, 2007, 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 F6 at 281 Davis Avenue, Clifton Heights, Pennsylvania for a term of one year commencing on October 1, 2007 and terminating on September 30, 2008.
30. On May 30, 2007, Respondent, on behalf of a "lessor", entered into a written contract ("Lease #7") with a "lessee" ("Lessee #7"), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit A9 at 18 North Oak Avenue, Clifton Heights, Pennsylvania for a term of one year commencing on June 1, 2007 and terminating on May 31, 2008.
31. On February 27, 2007, Respondent, on behalf of a "lessor", entered into a written contract ("Lease #8") with a "lessee" ("Lessee #8"), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit B8 at 18 North Oak Avenue, Clifton Heights, Pennsylvania for a term of one year commencing on March 1, 2007 and terminating on February 29, 2008.

32. On July 1, 2007, Respondent, on behalf of a “lessor”, entered into a written contract (“Lease #9”) with a “lessee” (“Lessee #9”), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit C1 at 18 North Oak Avenue, Clifton Heights, Pennsylvania for a term of one year commencing on July 1, 2007 and terminating on June 30, 2008.
33. On March 1, 2004, Respondent, on behalf of a “lessor”, entered into a written contract (“Lease #10”) with a “lessee” (“Lessee #10”), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit C6 at 18 North Oak Avenue, Clifton Heights, Pennsylvania for a term of one year commencing on March 1, 2004 and terminating on February 28, 2005.
34. On September 1, 2006, Respondent, on behalf of a “lessor”, entered into a written contract (“Lease #11”) with a “lessee” (“Lessee #11”), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit C8 at 18 North Oak Avenue, Clifton Heights, Pennsylvania for a term of one year commencing on September 1, 2006 and terminating on August 31, 2007.
35. On March 1, 2005, Respondent, on behalf of a “lessor”, entered into a written contract (“Lease #12”) with a “lessee” (“Lessee #12”), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit D6 at 18 North Oak Avenue, Clifton Heights, Pennsylvania for a term of one year commencing on March 1, 2005 and terminating on February 28, 2006.
36. On July 11, 2005, Respondent, on behalf of a “lessor”, entered into a written contract (“Lease #13”) with a “lessee” (“Lessee #13”), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit D8 at 18 North Oak Avenue, Clifton Heights, Pennsylvania for a term of one year commencing on August 1, 2005 and terminating on July 31, 2006.
37. On January 1, 2005, Respondent, on behalf of a “lessor”, entered into a written contract (“Lease #14”) with a “lessee” (“Lessee #14”), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit A5 at 18 North Oak Avenue, Clifton Heights, Pennsylvania for a term of one year commencing on January 1, 2005 and terminating on December 31, 2005.
38. On August 1, 2004, Respondent, on behalf of a “lessor”, entered into a written contract (“Lease #15”) with a “lessee” (“Lessee #15”), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit A10 at 18 North Oak Avenue, Clifton Heights, Pennsylvania for a term of one year commencing on August 1, 2004 and terminating on July 31, 2005.
39. On October 15, 2006, Respondent, on behalf of a “lessor”, entered into a written contract (“Lease #16”) with a “lessee” (“Lessee #16”), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit C7 at 18 North Oak Avenue, Clifton

Heights, Pennsylvania for a term of one year commencing on November 1, 2006 and terminating on October 31, 2007.

40. On October 10, 2004, Respondent, on behalf of a “lessor”, entered into a written contract (“Lease #17”) with a “lessee” (“Lessee #17”), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit 112 at 48 West Eagle Road, Havertown, Pennsylvania for a term of one year commencing on November 1, 2004 and terminating on October 31, 2005.
41. On May 1, 2006, Respondent, on behalf of a “lessor”, entered into a written contract (“Lease #18”) with a “lessee” (“Lessee #18”), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit 202 at 48 West Eagle Road, Havertown, Pennsylvania for a term of one year commencing on May 1, 2006 and terminating on April 30, 2007.
42. On September 29, 2008, Respondent, on behalf of a “lessor”, entered into a written contract (“Lease #19”) with a “lessee” (“Lessee #19”), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit 203 at 48 West Eagle Road, Havertown, Pennsylvania for a term of one year commencing on October 1, 2008 and terminating on September 30, 2009.
43. On April 3, 2006, Respondent, on behalf of a “lessor”, entered into a written contract (“Lease #20”) with a “lessee” (“Lessee #20”), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit 208 at 48 West Eagle Road, Havertown, Pennsylvania for a term of one year commencing on May 1, 2006 and terminating on April 31, 2007.
44. On May 14, 2007, Respondent, on behalf of a “lessor”, entered into a written contract (“Lease #21”) with a “lessee” (“Lessee #21”), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit 210 at 48 West Eagle Road, Havertown, Pennsylvania for a term of one year commencing on June 1, 2007 and terminating on May 31, 2008.
45. On March 18, 2006, Respondent, on behalf of a “lessor”, entered into a written contract (“Lease #22”) with a “lessee” (“Lessee #22”), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit 106 at 117 South Eagle Road, Havertown, Pennsylvania for a term of one year commencing on May 1, 2006 and terminating on April 30, 2007.
46. On January 15, 2007, Respondent, on behalf of a “lessor”, entered into a written contract (“Lease #23”) with a “lessee” (“Lessee #23”), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit 203 at 117 South Eagle Road, Havertown, Pennsylvania for a term of one year commencing on February 1, 2007 and terminating on January 31, 2008.

47. On March 9, 2006, Respondent, on behalf of a “lessor”, entered into a written contract (“Lease #24”) with a “lessee” (“Lessee #24”), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit 209 at 117 South Eagle Road, Havertown, Pennsylvania for a term of one year commencing on April 1, 2006 and terminating on March 31, 2007.
48. On January 30, 2006, Respondent, on behalf of a “lessor”, entered into a written contract (“Lease #25”) with a “lessee” (“Lessee #25”), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit 212 at 117 South Eagle Road, Havertown, Pennsylvania for a term of one year commencing on February 1, 2006 and terminating on January 31, 2007.
49. On May 19, 2006, Respondent, on behalf of a “lessor”, entered into a written contract (“Lease #26”) with a “lessee” (“Lessee #26”), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit 217 at 117 South Eagle Road, Havertown, Pennsylvania for a term of one year commencing on July 1, 2006 and terminating on June 30, 2007.
50. On August 1, 2006, Respondent, on behalf of a “lessor”, entered into a written contract (“Lease #27”) with a “lessee” (“Lessee #27”), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit G4 at 117 South Eagle Road, Havertown, Pennsylvania for a term of one year commencing on September 1, 2006 and terminating on August 31, 2007.
51. On May 23, 2007, Respondent, on behalf of a “lessor”, entered into a written contract (“Lease #28”) with a “lessee” (“Lessee #28”), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit G7 at 117 South Eagle Road, Havertown, Pennsylvania for a term of one year commencing on June 1, 2007 and terminating on May 31, 2008.
52. On March 9, 2005, Respondent, on behalf of a “lessor”, entered into a written contract (“Lease #29”) with a “lessee” (“Lessee #29”), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit G8 at 117 South Eagle Road, Havertown, Pennsylvania for a term of one year commencing on April 1, 2005 and terminating on March 31, 2006.
53. On March 6, 2007, Respondent, on behalf of a “lessor”, entered into a written contract (“Lease #30”) with a “lessee” (“Lessee #30”), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit G10 at 117 South Eagle Road, Havertown, Pennsylvania for a term of one year commencing on March 1, 2007 and terminating on February 29, 2008.
54. On January 26, 2006, Respondent, on behalf of a “lessor”, entered into a written contract (“Lease #31”) with a “lessee” (“Lessee #31”), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit G18 at 117 South Eagle Road,

Havertown, Pennsylvania for a term of one year commencing on March 1, 2006 and terminating on February 28, 2007.

55. On April 11, 2006, Respondent, on behalf of a "lessor", entered into a written contract ("Lease #32") with a "lessee" ("Lessee #32"), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit 102 at 2323 East Darby Road, Havertown, Pennsylvania for a term of one year commencing on May 1, 2006 and terminating on April 30, 2007.
56. On July 3, 2006, Respondent, on behalf of a "lessor", entered into a written contract ("Lease #33") with a "lessee" ("Lessee #33"), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit 110 at 2323 East Darby Road, Havertown, Pennsylvania for a term of one year commencing on August 1, 2006 and terminating on July 31, 2007.
57. On August 18, 2006, Respondent, on behalf of a "lessor", entered into a written contract ("Lease #34") with a "lessee" ("Lessee #34"), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit 112 at 2323 East Darby Road, Havertown, Pennsylvania for a term of one year commencing on September 1, 2006 and terminating on August 31, 2007.
58. On March 25, 2006, Respondent, on behalf of a "lessor", entered into a written contract ("Lease #35") with a "lessee" ("Lessee #35"), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit 307 at 2323 East Darby Road, Havertown, Pennsylvania for a term of one year commencing on May 1, 2006 and terminating on April 30, 2007.
59. On November 16, 2005, Respondent, on behalf of a "lessor", entered into a written contract ("Lease #36") with a "lessee" ("Lessee #36"), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit 312 at 2323 East Darby Road, Havertown, Pennsylvania for a term of one year commencing on February 1, 2006 and terminating on January 31, 2007.
60. On May 1, 2004, Respondent, on behalf of a "lessor", entered into a written contract ("Lease #37") with a "lessee" ("Lessee #37"), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit 501 at 2323 East Darby Road, Havertown, Pennsylvania for a term of one year commencing on May 1, 2004 and terminating on April 30, 2005.
61. On February 1, 2005, Respondent, on behalf of a "lessor", entered into a written contract ("Lease #38") with a "lessee" ("Lessee #38"), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit 508 at 2323 East Darby Road,

Havertown, Pennsylvania for a term of one year commencing on February 1, 2005 and terminating on January 31, 2006.

62. On July 26, 2006, Respondent, on behalf of a “lessor”, entered into a written contract (“Lease #39”) with a “lessee” (“Lessee #39”), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit 410 at 2323 East Darby Road, Havertown, Pennsylvania for a term of one year commencing on August 1, 2006 and terminating on July 31, 2007.
63. On March 1, 2007, Respondent, on behalf of a “lessor”, entered into a written contract (“Lease #40”) with a “lessee” (“Lessee #40”), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit A1 at 501 Lawrence Road, Broomall, Pennsylvania for a term of one year commencing on March 1, 2007 and terminating on February 29, 2008.
64. On January 25, 2006, Respondent, on behalf of a “lessor”, entered into a written contract (“Lease #41”) with a “lessee” (“Lessee #41”), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit A4 at 501 Lawrence Road, Broomall, Pennsylvania for a term of one year commencing on March 1, 2006 and terminating on February 28, 2007.
65. On June 1, 2005, Respondent, on behalf of a “lessor”, entered into a written contract (“Lease #42”) with a “lessee” (“Lessee #42”), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit A6 at 501 Lawrence Road, Broomall, Pennsylvania for a term of one year commencing on June 1, 2005 and terminating on May 31, 2006.
66. On June 15, 2005, Respondent, on behalf of a “lessor”, entered into a written contract (“Lease #43”) with a “lessee” (“Lessee #43”), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit A8 at 501 Lawrence Road, Broomall, Pennsylvania for a term of one year commencing on July 1, 2005 and terminating on June 30, 2006.
67. On April 27, 2006, Respondent, on behalf of a “lessor”, entered into a written contract (“Lease #44”) with a “lessee” (“Lessee #44”), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit A11 at 501 Lawrence Road, Broomall, Pennsylvania for a term of one year commencing on May 1, 2006 and terminating on April 30, 2007.
68. On January 1, 2005, Respondent, on behalf of a “lessor”, entered into a written contract (“Lease #45”) with a “lessee” (“Lessee #45”), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit B1 at 501 Lawrence Road, Broomall, Pennsylvania for a term of one year commencing on February 1, 2005 and terminating on January 31, 2006.
69. On July 28, 2006, Respondent, on behalf of a “lessor”, entered into a written contract (“Lease #46”) with a “lessee” (“Lessee #46”), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit C8 at 501 Lawrence Road, Broomall,

Pennsylvania for a term of one year commencing on August 1, 2006 and terminating on July 31, 2007.

70. On January 11, 2006, Respondent, on behalf of a "lessor", entered into a written contract ("Lease #47") with a "lessee" ("Lessee #47"), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit A108 at 824-828 Providence Road, Secane, Pennsylvania for a term of one year commencing on February 1, 2006 and terminating on January 31, 2007.
71. On June 15, 2007, Respondent, on behalf of a "lessor", entered into a written contract ("Lease #48") with a "lessee" ("Lessee #48"), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit A202 at 824-828 Providence Road, Secane, Pennsylvania for a term of one year and sixteen days commencing on June 15, 2007 and terminating on June 30, 2008.
72. On June 11, 2007, Respondent, on behalf of a "lessor", entered into a written contract ("Lease #49") with a "lessee" ("Lessee #49"), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit A302 at 824-828 Providence Road, Secane, Pennsylvania for a term of one year commencing on July 1, 2007 and terminating on June 30, 2008.
73. On March 28, 2006, Respondent, on behalf of a "lessor", entered into a written contract ("Lease #50") with a "lessee" ("Lessee #50"), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit A305 at 824-828 Providence Road, Secane, Pennsylvania for a term of one year commencing on June 1, 2006 and terminating on May 31, 2007.
74. On November 7, 2006, Respondent, on behalf of a "lessor", entered into a written contract ("Lease #51") with a "lessee" ("Lessee #51"), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit B107 at 824-828 Providence Road, Secane, Pennsylvania for a term of one year commencing on December 1, 2006 and terminating on November 30, 2007.
75. On December 1, 2004, Respondent, on behalf of a "lessor", entered into a written contract ("Lease #52") with a "lessee" ("Lessee #52"), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit C314 at 824-828 Providence Road, Secane, Pennsylvania for a term of one year commencing on December 1, 2004 and terminating on November 30, 2005.
76. On February 20, 2006, Respondent, on behalf of a "lessor", entered into a written contract ("Lease #53") with a "lessee" ("Lessee #53"), as those terms are defined at 40 C.F.R. § 745.103, to rent and/or lease a residential unit 1241A at 1241 West Chester Pike, Pennsylvania for a term of one year commencing on February 1, 2006 and terminating on January 31, 2007.

77. Respondent is and, at all times relevant to the violations alleged in this CAFO, was 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 76, above.
78. 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.
79. 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 1-20

80. The allegations contained in Paragraphs 1 through 79 of this CA are incorporated by reference herein as though fully set forth at length.
81. 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.
82. Respondent failed to ensure that the lessor(s) performed, in connection with Lease #6, #9, #10, #12, #19, #20, #25, #27, #28, #30, #34, #36, #37, #38, #39, #41, #48, #49, #50, and #53 of the Target Housing identified above in Paragraphs 24 through 76 of this CA, the activities required of a lessor under 40 C.F.R. § 745.113(b)(1).
83. Respondent failed to personally ensure compliance by the lessor(s) with the requirements of 40 C.F.R. § 745.113(b)(1) in connection with Lease #6, #9, #10, #12, #19, #20, #25, #27, #28, #30, #34, #36, #37, #38, #39, #41, #48, #49, #50, and #53 of the Target Housing identified above in Paragraphs 24 through 76 of this CA.
84. Respondent violated 40 C.F.R. § 745.115(a)(2) by failing to ensure that the lessor(s) performed the activities required of a lessor under 40 C.F.R. § 745.113(b)(1) or to personally ensure compliance with 40 C.F.R. § 745.113(b)(1) in connection with Lease #6, #9, #10, #12, #19, #20, #25, #27, #28, #30, #34, #36, #37, #38, #39, #41, #48, #49, #50, and #53 of the Target Housing identified above in Paragraphs 24 through 76 of this CA.
85. 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

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

Counts 21-71

86. The allegations contained in Paragraphs 1 through 85 of this CA are incorporated by reference herein as though fully set forth at length.
87. 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 the 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.
88. Respondent failed to ensure that the lessor(s) performed, in connection with Lease #2 through Lease #25 and Lease #27 through Lease #53 of the Target Housing identified above in Paragraphs 24 through 76 of this CA, the activities required of a lessor under 40 C.F.R. § 745.113(b)(2).
89. Respondent failed to personally ensure compliance by the lessor(s) with the requirements of 40 C.F.R. § 745.113(b)(2) in connection with Lease #2 through Lease #25 and Lease #27 through Lease #53 of the Target Housing identified above in Paragraphs 24 through 76 of this CA.
90. Respondent violated 40 C.F.R. § 745.115(a)(2) by failing to ensure that the lessor(s) performed the activities required of a lessor under 40 C.F.R. § 745.113(b)(2) or to personally ensure compliance with 40 C.F.R. § 745.113(b)(2) in connection with Lease #2 through Lease #25 and Lease #27 through Lease #53 of the Target Housing identified above in Paragraphs 24 through 76 of this CA.
91. 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 51 violations of 40 C.F.R. § 745.115(a)(2), Section 1018(b)(5) of the RLBPHRA, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

Counts 72-96

92. The allegations contained in Paragraphs 1 through 91 of this CA are incorporated by reference herein as though fully set forth at length.
93. 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 Section 406 of TSCA, 15 U.S.C. § 2686.
94. Respondent failed to ensure that the lessor(s) performed, in connection with Lease #1, #6, #8, #9, #10, #11, #12, #14, #19, #20, #25, #26, #27, #28, #30, #33, #34, #36, #37, #38,

#39, #41, #48, #50, and #51 of the Target Housing identified above in Paragraphs 24 through 76 of this CA, the activities required of a lessor under 40 C.F.R. § 745.113(b)(4).

95. Respondent failed to personally ensure compliance by the lessor(s) with the requirements of 40 C.F.R. § 745.113(b)(4) in connection with Lease #1, #6, #8, #9, #10, #11, #12, #14, #19, #20, #25, #26, #27, #28, #30, #33, #34, #36, #37, #38, #39, #41, #48, #50, and #51 of the Target Housing identified above in Paragraphs 24 through 76 of this CA.
96. Respondent violated 40 C.F.R. § 745.115(a)(2) by failing to ensure that the lessor(s) performed the activities required of a lessor under 40 C.F.R. § 745.113(b)(4) or to personally ensure compliance with 40 C.F.R. § 745.113(b)(4) in connection with Lease #1, #6, #8, #9, #10, #11, #12, #14, #19, #20, #25, #26, #27, #28, #30, #33, #34, #36, #37, #38, #39, #41, #48, #50, and #51 of the Target Housing identified above in Paragraphs 24 through 76 of this CA.
97. 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 25 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

98. Respondent agrees to pay the amount of Sixty One Thousand Seven Hundred Eighty-Five Dollars (\$61,785.00) in satisfaction of all civil claims for penalties which EPA may have under Section 16(a) of TSCA, 15 U.S.C. § 2615(a), for the specific violations alleged in this CA. The civil penalty amount is due and payable immediately upon Respondent's receipt of a true and correct copy of this CAFO. If Respondent pays the entire civil penalty of Sixty One Thousand Seven Hundred Eighty-Five Dollars (\$61,785.00) within thirty (30) calendar days of the date on which this CAFO is mailed or hand-delivered to Respondent, no interest will be assessed against Respondent pursuant to 40 C.F.R. § 13.11(a)(1) with respect to such amount.
99. 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.
100. 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).

101. 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.
102. 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).
103. 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.
104. Respondent shall pay the amount described in Paragraph 98, above, by sending a certified or cashier's check payable to the "United States Treasury," as follows:
- a. Checks sent by regular US Postal Service mail delivery must be addressed to:

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

Contact: Natalie Pearson, 314-418-4087
 - b. Checks sent by private commercial overnight delivery service must be sent to:

U.S. EPA, Fines and Penalties
U.S. Bank
1005 Convention Plaza

Mail Station SL-MO-C2-GL
St. Louis, MO 63101
Contact: Natalie Pearson, 314-418-4087
 - c. Any EFT shall be transmitted to:

Wire Transfer

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

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

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

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

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

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

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

Open the form and complete required fields.

Payment by the Respondent shall reference the 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 wire transfer shall be sent simultaneously to:

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

Louis F. Ramalho, Esq. (3RC30)
Sr. Assistant Regional Counsel

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

Distribution of Reports

105. All documents, reports, notices and correspondence to be submitted or sent pursuant to or concerning this CAFO shall be sent via overnight mail, regular first class mail, or by hand delivery as follows:

If to EPA:

Annie Skidmore (3LC61)
United States Environmental Protection Agency - Region III
1650 Arch Street
Philadelphia, PA 19103-2029, and

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

If to Respondent:

David Ferleger, Esquire
Suite 115
10 Presidential Boulevard
Bala Cynwyd, PA 19004

Other Applicable Laws

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

No Releases

107. Nothing in this CAFO shall constitute or be construed as a release of Respondent from any claim, cause of action, or demand in law or equity by any person, firm, partnership, or corporation not bound by this CAFO for any liability relating in any way to the presence of lead-based paint and/or lead-based paint hazard at the Target Housing.

Parties Bound

108. This CAFO shall be binding upon Respondent and Respondent's individual partners, Helene Tiger, Richard Tiger, Bob Perna, Dolores Perna, Henry Tiger, Linda Lacey,

Joseph A. Perna, IV, Robert D. Perna, Miriam Ferleger, and the Estate of Joseph Perna III, and their agents, successors and assigns. Each representative of the Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Agreement and bind Respondent and its individual partners hereto.

Reservation of Rights

109. 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 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.

Full and Final Satisfaction

110. This CAFO constitutes a settlement by EPA of its claims for civil penalties against Respondent pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), for the violations alleged in this Consent Agreement.

Effective Date

111. The effective date of this Consent Agreement and the attached Final Order is the date on which the Final Order, signed by the Regional Administrator of EPA - Region III or his designee, is filed with the Regional Hearing Clerk.

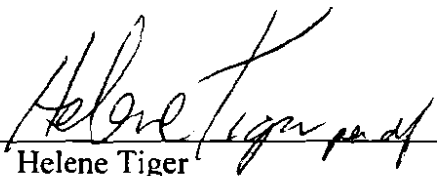
Entire Agreement

112. 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. This Consent Agreement may be signed by Respondent's general partners individually in a separate signature page to this Consent Agreement.

For Respondent:

ARO Properties, a Pennsylvania general Partnership

Date: 2/10/09

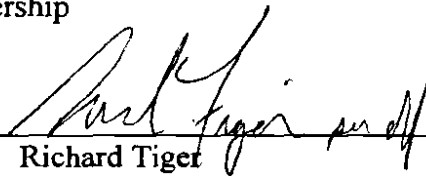
By: 
Helene Tiger

Partner

For Respondent:

ARO Properties, a Pennsylvania general
Partnership


Date: 2/10/09

By: 
Richard Tiger
Partner

For Respondent:

ARO Properties, a Pennsylvania general
Partnership


Date: 2/9/09

By: 
Bob Perna
Partner

For Respondent:

ARO Properties, a Pennsylvania general
Partnership

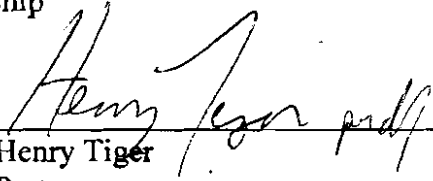
Date: 2/10/07

By: 
Dolores Perna
Partner

For Respondent:

ARO Properties, a Pennsylvania general
Partnership

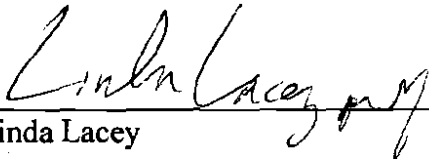
Date: 2/10/09

By: 
Henry Tiger
Partner

For Respondent:

ARO Properties, a Pennsylvania general
Partnership

Date: 2/10/09

By: 
Linda Lacey
Partner

For Respondent:

ARO Properties, a Pennsylvania general
Partnership

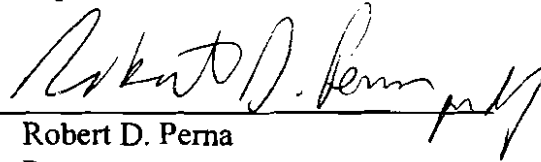
Date: 2/10/09

By: Joseph A. Ferna, IV
Joseph A. Ferna, IV
Partner

For Respondent:

ARO Properties, a Pennsylvania general
Partnership

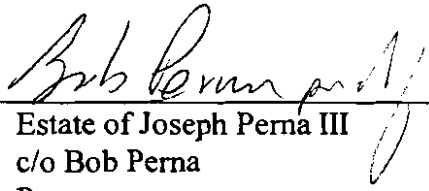
Date: 2/10/09

By: 
Robert D. Perna
Partner

For Respondent:

ARO Properties, a Pennsylvania general
Partnership

Date: 2/16/09

By: 
Estate of Joseph Perna III
c/o Bob Perna
Partner

For Respondent:

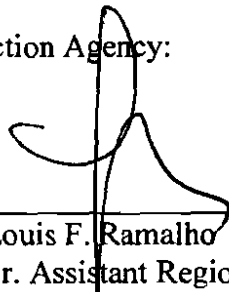
ARO Properties, a Pennsylvania general
Partnership

Date: 2/10/07

By: 
Miriam Ferleger
Ferleger Trust, Partner

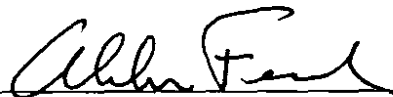
For the United States Environmental Protection Agency:

Date: 2/17/09

By: 
Louis F. Ramalho
Sr. Assistant Regional Counsel

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

Date: 2/25/09

By: 
Abraham Ferdas, Director
Land and Chemicals Division

FINAL ORDER

Complainant, the Director of the Land and Chemicals Division, U.S. Environmental Protection Agency - Region III, and ARO Properties, a Pennsylvania general partnership consisting of individual partners, Helene Tiger, Richard Tiger, Bob Perna, Dolores Perna, Henry Tiger, Linda Lacey, Joseph A. Perna, IV, Robert D. Perna, Miriam Ferleger, and the Estate of Joseph Perna III, and their agents, successors and assigns (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 Sixty One Thousand Seven Hundred Eighty-Five Dollars (\$61,785.00) is 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 Sixty One Thousand Seven Hundred Eighty-Five Dollars (\$61,785.00) in accordance with the payment provisions set forth in the attached Consent

Agreement, 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: 3/3/09

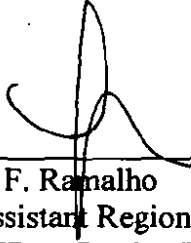
By: Renée Sarajian
Renée Sarajian
Regional Judicial Officer
U.S. EPA, Region

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the date listed below, the original of the foregoing Complainant's Initial Pre-hearing Exchange, Docket No. TSCA-03-2009-0063 was filed with the Regional Hearing Clerk, U.S. EPA - Region III, 1650 Arch Street, Philadelphia, Pennsylvania, 19103-2029, and that a true and correct copy was sent to the following parties:

David Ferleger, Esq.
ARO Properties
Pagoda 10, Suite 115
100 Presidential Blvd.
Bala Cynwyd, PA 19004

3/3/09
Date



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

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