

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 3
Philadelphia, Pennsylvania 19103



In the Matter of: :
: :
BIG IDEA GROUP REALTY, INC. : U.S. EPA Docket No. TSCA-03-2024-0146
d/b/a BIG REALTY PROPERTY : :
MANAGEMENT : Proceeding under Section 16(a) and 409 of the
128 MAIN STREET : Toxic Substances Control Act, 16 U.S.C. §§
SCHWENKSVILLE, PENNSYLVANIA 19473 : 2615(a) and 2689.
: :
Respondent.

CONSENT AGREEMENT

PRELIMINARY STATEMENT

1. This Consent Agreement is entered into by the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region 3 (“Complainant”) and Big Idea Group Realty, Inc., d/b/a Big Realty Property Management, (“Respondent”) (collectively the “Parties”), pursuant to Section 16(a) and 409 of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. §§ 2615(a) and 2689, 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. TSCA Section 16(a), 15 U.S.C. §§ 2615(a), authorizes the Administrator of the U.S. Environmental Protection Agency to assess penalties and undertake other actions required by this Consent Agreement. The Administrator has delegated this authority to the Regional Administrator who, in turn, has delegated the authority to enter into agreements concerning administrative penalties to the Complainant. This Consent Agreement and the attached Final Order (hereinafter jointly referred to as the “Consent Agreement and Final Order”) resolve Complainant’s civil penalty claims against Respondent under TSCA for the violations alleged herein.
2. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant hereby simultaneously commences and resolves this administrative proceeding.

JURISDICTION

3. The U.S. Environmental Protection Agency (“EPA”) has jurisdiction over the above-captioned matter, as described in Paragraph 1, above.

4. The Consolidated Rules of Practice govern this administrative adjudicatory proceeding pursuant to 40 C.F.R. § 22.1(a)(5).

GENERAL PROVISIONS

5. For purposes of this proceeding only, Respondent admits the jurisdictional allegations set forth in this Consent Agreement and Final Order.
6. Except as provided in Paragraph 5, above, Respondent neither admits nor denies the specific factual allegations set forth in this Consent Agreement.
7. Respondent agrees not to contest the jurisdiction of the EPA with respect to the execution of this Consent Agreement, the issuance of the attached Final Order, or the enforcement of this Consent Agreement and Final Order.
8. For purposes of this proceeding only, Respondent hereby expressly waives its right to contest the allegations set forth in this Consent Agreement and Final Order and waives its right to appeal the accompanying Final Order.
9. Respondent consents to the assessment of the civil penalty stated herein, to the issuance of any specified compliance order herein, and to any conditions specified herein.
10. Respondent shall bear its own costs and attorney's fees in connection with this proceeding.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

11. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(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. Section 1018(b)(5) of the Residential Lead-Based Paint Hazard Reduction Act ("Act"), 42 U.S.C. § 4852d(b)(5), makes it a prohibited act, under Section 409 of TSCA, 15 U.S.C. § 2689, for any person to fail or refuse to comply with the requirements of the Lead Disclosure Rule, 40 C.F.R. § 745.100, *et seq.*, (the "Lead Disclosure Rule"), which implements Section 1018(b)(5) of the Act.
13. Pursuant to 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.

14. Pursuant to 40 C.F.R. § 745.103, the term “lead-based paint” means paint or other surface coatings that contain lead in excess of 1.0 milligrams per square centimeter or 0.5 percent by weight.
15. Pursuant to TSCA Section 401(10), 15 U.S.C. § 2681(10), the term “lead-based paint hazard” means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects as established by the Administrator.
16. 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.
17. 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 nonprofit organizations.
18. Pursuant to 40 C.F.R. § 745.103, the term “agent” means any party who enters into a contract with a seller or lessor, including any party who enters into a contract with a representative of the seller or lessor, for the purpose of selling or leasing target housing.
19. Pursuant to 40 C.F.R. § 745.115(a), each agent shall inform the lessor of the lessors’ obligations under 40 C.F.R. § 745.113 and shall ensure that the lessor has performed all activities required under 40 C.F.R. § 745.113, or personally ensure compliance with the requirements under 40 C.F.R. § 745.113.
20. Respondent is Big Idea Group Realty, Inc., doing business as “Big Realty Property Management”, a company with a principal place of business located at 128 Main Street, Schwenksville, Pennsylvania 19473.
21. On October 19, 2023, an EPA Inspector conducted an inspection (“Inspection”) at Respondent’s place of business for the purpose of evaluating Respondent’s compliance with the requirements of the Lead Disclosure Rule, 40 C.F.R. Part 745, Subpart F.
22. On October 19, 2023, an EPA Inspector requested that Respondent provide certain records to the Inspector demonstrating Respondent’s compliance with the requirements of the Lead Disclosure Rule, 40 C.F.R. Part 745, Subpart F. On November 29, 2023, Respondent submitted the records requested by the EPA Inspector.

23. At the time of the Inspection, the EPA determined that Respondent acted in the capacity of an agent to represent lessors for the purpose of entering contracts for the lease of residential dwellings that are target housing to lessees at the following locations on the specified dates, listed below:
- a. 208 Walnut Street, Spring City, Pennsylvania 19745, constructed in 1900, contracted for lease on March 3, 2022;
 - b. 513 Center Street Rear, Stowe, Pennsylvania 19464, constructed in 1930, contracted for lease on April 7, 2022; and
 - c. 324 New Street, Spring City, Pennsylvania 19475, constructed in 1885, contracted for lease on February 8, 2022.

Counts I - III
Failure to Include the Lead Warning Statement

24. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
25. 40 C.F.R. § 745.113(b)(1) requires that each contract to lease target housing shall include, as an attachment or within the contract, a Lead Warning Statement with the following language: "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."
26. At the time of the Inspection, Respondent failed to include the Lead Warning Statement in each of the contracts to lease the properties identified in Paragraph 23, above.
27. At the time of the Inspection, Respondent violated 40 C.F.R. § 745.113(b)(1) by failing to include the Lead Warning Statement in each of the contracts to lease the properties identified in Paragraph 23, above.
28. In failing to comply with 40 C.F.R. § 745.113(b)(1) in each of the contracts to lease the properties identified in Paragraph 23, above, Respondent is in violation of Section 15 of TSCA, 15 U.S.C. § 2614, and is subject to the assessment of penalties under Section 16(a) of TSCA, 15 U.S.C. § 2615(a), for each of the properties identified in Paragraph 23, above.

Counts IV - VI

**Failure to Include a Statement Disclosing Presence of Lead-Based Paint Hazards
or Indicating No Knowledge of the Presence of Lead-Based Paint Hazards**

29. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
30. 40 C.F.R. § 745.113(b)(2) requires that each contract to lease target housing shall include a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards.
31. At the time of the Inspection, Respondent failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards in each of the contracts to lease the properties identified in Paragraph 23, above.
32. At the time of the Inspection, Respondent violated 40 C.F.R. § 745.113(b)(2) by failing to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, or a statement indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards in each of the contracts to lease the properties identified in Paragraph 23, above.
33. In failing to comply with 40 C.F.R. § 745.113(b)(2) in each of the contracts to lease the properties identified in Paragraph 23, above, Respondent is in violation of Section 15 of TSCA, 15 U.S.C. § 2614, and is subject to the assessment of penalties under Section 16(a) of TSCA, 15 U.S.C. § 2615(a), for each of the properties identified in Paragraph 23, above.

Counts VII - IX

**Failure to Include a List of Any Records or Reports Available to the Lessor That Pertain to the
Presence of Any Known Lead-Based Paint and or Lead-Based Paint Hazards in the Target
Housing, or to Indicate That No Such Records or Reports Are Available.**

34. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
35. 40 C.F.R. § 745.113(b)(3) requires that each contract to lease target housing shall include a list of any records or reports available to the lessor that pertain to the presence of any known 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 are available.

36. At the time of the Inspection, Respondent failed to include a list of any records or reports available to the lessor that pertain to the presence of any known lead-based paint and or lead-based paint hazards in the target housing, or to indicate that no such records or reports are available, in each of the contracts to lease the properties identified in Paragraph 23, above.
37. At the time of the Inspection, Respondent violated 40 C.F.R. § 745.113(b)(3) by failing to include a list of any records or reports available to the lessor that pertain to the presence of any known lead-based paint and/or lead-based paint hazards, or to indicate that no such records or reports are available, in each of the contracts to lease the properties identified in Paragraph 23, above.
38. In failing to comply with 40 C.F.R. § 745.113(b)(3), Respondent is in violation of Section 15 of TSCA, 15 U.S.C. § 2614, and is subject to the assessment of penalties under Section 16(a) of TSCA, 15 U.S.C. § 2615(a), for each of the properties identified in Paragraph 23, above.

Counts X - XII

Failure to Include a Statement by the Agent That the Agent Has Informed the Lessor of the Lessors' Obligations Under 42 U.S.C. 4853d and That the Agent is Aware of its Duty to Ensure Compliance with the Requirements of the Lead Disclosure Rule.

39. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
40. 40 C.F.R. § 745.113(b)(5) requires that when an agent is involved in the transaction to lease target housing on behalf of the lessor, each contract to lease target housing shall include a statement that the agent has informed the lessor of the lessors obligations under 42 U.S.C. § 4853d and that the agent is aware of its duty to ensure compliance with the requirements of the Lead Disclosure Rule.
41. At the time of the Inspection, Respondent failed to include a statement that the Respondent had informed the lessor of the lessors obligations under 42 U.S.C. § 4853d and that the Respondent is aware of its duty to ensure compliance with the requirements of the Lead Disclosure Rule, in each of the contracts to lease the properties identified in Paragraph 23, above.
42. At the time of the Inspection, Respondent violated 40 C.F.R. § 745.113(b)(5) by failing to include a statement that the Respondent had informed the lessor of the lessors obligations under 42 U.S.C. § 4853d and that the Respondent is aware of its duty to ensure compliance with the requirements of the Lead Disclosure Rule, in each of the contracts to lease the properties identified in Paragraph 23, above.

43. In failing to comply with 40 C.F.R. § 745.113(b)(5), Respondent is in violation of Section 15 of TSCA, 15 U.S.C. § 2614, and is subject to the assessment of penalties under Section 16(a) of TSCA, 15 U.S.C. § 2615(a), for each of the properties identified in Paragraph 23, above.

CIVIL PENALTY

44. In settlement of the EPA's claims for civil penalties for the violations alleged in this Consent Agreement, Respondent consents to the assessment of a civil penalty in the amount of **ten thousand five hundred and ninety dollars (\$10,590)**, which Respondent shall be liable to pay in accordance with the terms set forth below.
45. The civil penalty is based upon the EPA's consideration of a number of factors, including the penalty criteria ("statutory factors") set forth in TSCA Section 16(a), including, the following: the nature, circumstances, extent, and gravity of the violations and, with respect to the violator, 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 the EPA's *Section 1018 – Disclosure Rule Enforcement Response and Penalty Policy*, which reflects the statutory penalty criteria and factors set forth at TSCA Section 16(a)(2)(B), the appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19, and the applicable EPA memoranda addressing EPA's civil penalty policies to account for inflation.
46. Respondent agrees to pay a civil penalty in the amount of \$10,590 ("Assessed Penalty") within thirty (30) days of the Effective Date of this Consent Agreement and Final Order.
47. Respondent shall pay the Assessed Penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>.
48. When making a payment, Respondent shall:
- a. Identify every payment with Respondent's name and the docket number of this Consent Agreement, TSCA-03-2024-0146,
 - b. Concurrently with any payment or within 24 hours of any payment, Respondent shall serve Proof of Payment simultaneously **by email** to the following person(s):

Sommer Poppe
Assistant Regional Counsel
Poppe.Sommer@epa.gov

U.S. Environmental Protection Agency
Cincinnati Finance Center
CINWD_AcctsReceivable@epa.gov,

and

U.S. EPA Region 3 Regional Hearing Clerk
R3_Hearing_Clerk@epa.gov.

“Proof of Payment” means, as applicable, a copy of the check, confirmation of credit card or debit card payment, or confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to the EPA requirements, in the amount due, and identified with the appropriate docket number and Respondent’s name.

49. Interest, Charges, and Penalties on Late Payments. Pursuant to 15 U.S.C. § 2615, 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay any portion of the Assessed Penalty per this Consent Agreement, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing, and the EPA is authorized to recover the following amounts.

a. Interest. Interest begins to accrue from the Effective Date. If the Assessed Penalty is paid in full within thirty (30) days, interest accrued is waived. If the Assessed Penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the Assessed Penalty as well as any interest, penalties, and other charges are paid in full. To protect the interests of the United States the rate of interest is set at the IRS standard underpayment rate, any lower rate would fail to provide Respondent adequate incentive for timely payment.

b. Handling Charges. Respondent will be assessed monthly a charge to cover the EPA’s costs of processing and handling overdue debts. If Respondent fails to pay the Assessed Penalty in accordance with this Consent Agreement, the EPA will assess a charge to cover the costs of handling any unpaid amounts for the first thirty (30) day period after the Effective Date. Additional handling charges will be assessed each subsequent thirty (30) days, or any portion thereof, until the unpaid portion of the Assessed Penalty, as well as any accrued interest, penalties, and other charges are paid in full.

c. Late Payment Penalty. A late payment penalty of six percent (6%) per annum, will be assessed monthly on all debts, including any unpaid portion of the Assessed Penalty, interest, and other charges, that remain delinquent more than ninety (90) days.

50. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if Respondent fails to timely pay any portion of the Assessed Penalty, interest, or other charges and penalties per this Consent Agreement, the EPA may take additional actions. Such actions may include, but are not limited to, the following.
- a. Refer the debt to a credit reporting agency or a collection agency, per 40 C.F.R. §§ 13.13 and 13.14.
 - b. Collect the debt by administrative offset (i.e., the withholding of money payable by the United States government to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, 40 C.F.R. Part 13, Subparts C and H.
 - c. Suspend or revoke Respondent's licenses or other privileges, or suspend or disqualify Respondent from doing business with the EPA or engaging in programs the EPA sponsors or funds, 40 C.F.R. § 13.17.
 - d. Per 15 U.S.C. § 2615(a), the Attorney General will bring a civil action in the appropriate district court to recover the full remaining balance of the debt plus interest. In such an action, the validity, amount, and appropriateness of the Assessed Penalty shall not be subject to review.
51. Allocation of Payments. Pursuant to 31 C.F.R. § 901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of debt will be applied first to outstanding handling charges, second to late penalty charges, third to accrued interest, and last to the principal that is the outstanding Assessed Penalty amount.
52. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Consent Agreement shall not be deductible for purposes of federal taxes.
53. Payment of the civil penalty is due and payable immediately upon receipt by Respondent of a true and correct copy of the fully executed and filed Consent Agreement and Final Order. Receipt by Respondent or Respondent's legal counsel of such copy of the fully executed Consent Agreement and Final Order, with a date stamp indicating the date on which the Consent Agreement and Final Order was filed with the Regional Hearing Clerk, shall constitute receipt of written initial notice that a debt is owed the EPA by Respondent in accordance with 40 C.F.R. § 13.9(a).
54. The parties consent to service of the Final Order by e-mail at the following valid email addresses: poppe.sommer@epa.gov (for Complainant), and patrick@wsm.law (for Respondent).

GENERAL SETTLEMENT CONDITIONS

- 55. By signing this Consent Agreement, Respondent acknowledges that this Consent Agreement and Final Order will be available to the public and represents that, to the best of Respondent's knowledge and belief, this Consent Agreement and Final Order does not contain any confidential business information or personally identifiable information from Respondent.

- 56. Respondent certifies that any information or representation it has supplied or made to the EPA concerning this matter was, at the time of submission true, accurate, and complete and that there has been no material change regarding the truthfulness, accuracy or completeness of such information or representation. The EPA shall have the right to institute further actions to recover appropriate relief if the EPA obtains evidence that any information provided and/or representations made by Respondent to the EPA regarding matters relevant to this Consent Agreement and Final Order, **including information about Respondent's ability to pay a penalty**, are false or, in any material respect, inaccurate. This right shall be in addition to all other rights and causes of action that the EPA may have, civil or criminal, under law or equity in such event. Respondent and its officers, directors and agents are aware that the submission of false or misleading information to the United States government may subject a person to separate civil and/or criminal liability.

CERTIFICATION OF COMPLIANCE

- 57. Respondent certifies to the EPA, upon personal investigation and to the best of its knowledge and belief, that it currently is in compliance with regard to the violations alleged in this Consent Agreement.

OTHER APPLICABLE LAWS

- 58. Nothing in this Consent Agreement and Final Order shall relieve Respondent of its obligation to comply with all applicable federal, state, and local laws and regulations, nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on the validity of any federal, state or local permit. This Consent Agreement and Final Order does not constitute a waiver, suspension or modification of the requirements of the TSCA, or any regulations promulgated thereunder.

RESERVATION OF RIGHTS

- 59. This Consent Agreement and Final Order resolves only the EPA's claims for civil penalties for the specific violations alleged against Respondent in this Consent Agreement and

Final Order. The EPA reserves the right to commence action against any person, including Respondent, in response to any condition which the EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. 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, 40 C.F.R. § 22.18(c). The EPA reserves any rights and remedies available to it under the TSCA, the regulations promulgated thereunder and any other federal law or regulation to enforce the terms of this Consent Agreement and Final Order after its effective date.

EXECUTION /PARTIES BOUND

60. This Consent Agreement and Final Order shall apply to and be binding upon the EPA, the Respondent and the officers, directors, employees, contractors, successors, agents and assigns of Respondent. By his or her signature below, the person who signs this Consent Agreement on behalf of Respondent is acknowledging that he or she is fully authorized by the Respondent to execute this Consent Agreement and to legally bind Respondent to the terms and conditions of this Consent Agreement and Final Order.

EFFECTIVE DATE

61. The effective date of this Consent Agreement and Final Order (“Effective Date”) is the date on which the Final Order, signed by the Regional Administrator of the EPA, Region 3, or his/her designee, the Regional Judicial Officer, is filed along with the Consent Agreement with the Regional Hearing Clerk pursuant to the Consolidated Rules of Practice.

ENTIRE AGREEMENT

62. This Consent Agreement and Final Order constitutes the entire agreement and understanding between the Parties regarding settlement of all claims for civil penalties 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 Consent Agreement and Final Order.

In the Matter of: Big Idea Group Realty, Inc., d/b/a Big Property Management EPA Docket No. TSCA-03-2024-0146

For Respondent: Big Idea Group Realty, Inc.

Date: 9/11/2024

By: 
Chris Benedict
Chief Executive Officer

For the Complainant:

After reviewing the Consent Agreement and other pertinent matters, I, the undersigned Director of the Enforcement & Compliance Assurance Division of the United States Environmental Protection Agency, Region 3, agree to the terms and conditions of this Consent Agreement and recommend that the Regional Administrator, or his/her designee, the Regional Judicial Officer, issue the attached Final Order.

By: _____
[Digital Signature and Date]
Karen Melvin, Director
Enforcement & Compliance Assurance Division
U.S. EPA – Region 3
Complainant

Attorney for Complainant:

By: _____
[Digital Signature and Date]
Sommer Poppe
Assistant Regional Counsel
U.S. EPA – Region 3

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 3
Philadelphia, Pennsylvania 19103

FILED

Sep 26, 2024

12:44 pm

U.S. EPA REGION 3
HEARING CLERK

In the Matter of: :
: :
BIG IDEA GROUP REALTY, INC. : U.S. EPA Docket No. TSCA-03-2024-0146
d/b/a BIG REALTY PROPERTY : :
MANAGEMENT : Proceeding under Section 16(a) and 409 of the
128 MAIN STREET : Toxic Substances Control Act, 16 U.S.C. §§
SCHWENKSVILLE, PENNSYLVANIA 19473 : 2615(a) and 2689.
: :
Respondent.

FINAL ORDER

Complainant, the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region 3, and Respondent, Big Idea Group Realty, Inc. d/b/a Big Realty Property Management, 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 (with specific reference to Sections 22.18(b)(2) and (3)). The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated into this Final Order as if fully set forth at length herein.

Based upon the representations of the parties in the attached Consent Agreement, the penalty agreed to therein is based upon consideration of, *inter alia*, the EPA's *Section 1018 – Disclosure Rule Enforcement Response and Penalty Policy, December 2007*, and the statutory factors set forth in Section 16(a)(2)(B) of the Toxic Substances Control Act, 15 U.S.C. § 2615.

NOW, THEREFORE, PURSUANT TO Section 16 of the Toxic Substances Control Act, 15 U.S.C. § 2615(a), and Section 22.18(b)(3) of the Consolidated Rules of Practice, **IT IS HEREBY ORDERED** that Respondent pay a civil penalty in the amount of **TEN THOUSAND FIVE HUNDRED AND NINETY DOLLARS (\$10,590)**, in accordance with the payment provisions set forth in the Consent Agreement and in 40 C.F.R. § 22.31(c), and comply with the terms and conditions of the Consent Agreement.

This Final Order constitutes the final Agency action in this proceeding. This Final Order shall not in any case affect the right of the Agency or the United States to pursue appropriate injunctive

or other equitable relief, or criminal sanctions for any violations of the law. This Final Order resolves only those causes of action alleged in the Consent Agreement and does not waive, extinguish or otherwise affect Respondent's obligation to comply with all applicable provisions of Toxic Substances Control Act and the regulations promulgated thereunder.

The effective date of the attached Consent Agreement and this Final Order is the date on which this Final Order is filed with the Regional Hearing Clerk.

By: _____
Joseph J. Lisa
Regional Judicial and Presiding Officer
U.S. EPA Region 3

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 3
Philadelphia, Pennsylvania 19103

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SCHWENKSVILLE, PENNSYLVANIA 19473 : 2615(a) and 2689.
: :
Respondent.

CERTIFICATE OF SERVICE

I certify that the foregoing **Consent Agreement and Final Order** was filed with the EPA Region 3 Regional Hearing Clerk on the date that has been electronically stamped on the **Consent Agreement and Final Order**. I further certify that on the date set forth below, I caused to be served a true and correct copy of the foregoing to each of the following persons, in the manner specified below, at the following addresses:

Copies served via email to:

Chris Benedict, CEO
Big Idea Group Realty, Inc.
d/b/a Big Realty Property Management
chris@bigrealtymanagement.com
128 Main Street
Schwenksville, PA 19473

Patrick McDonnell, Esq.
Wolpert Schreiber McDonnell, P.C.
patrick@wsm.law
527 Main Street
Royersford, PA 19468

Sommer Poppe
Assistant Regional Counsel
U.S. EPA, Region 3
Poppe.sommer@epa.gov

Craig Yussen
Chemical Engineer
U.S. EPA, Region 3
Yussen.craig@epa.gov

[Digital Signature and Date]
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 3