

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1 – NEW ENGLAND



In the Matter of:)
)
Idoni Management, LLC)
101 Merritt 7, Suite 300)
Norwalk, CT 06851)
)
Clebridge, LLC)
20 Edgewood Rd)
Hartsdale, NY 10530)
)
34 Hulse, LLC)
115 Asmara Way)
Easton, CT 06612)
)
Respondents.)
)
Proceeding under Section 16(a) of the)
Toxic Substances Control Act,)
42 U.S.C. § 2615(a).)
)

EPA Docket No.
TSCA-01-2024-0032

**CONSENT AGREEMENT
AND FINAL ORDER**

CONSENT AGREEMENT AND FINAL ORDER

Complainant, the U.S. Environmental Protection Agency (“EPA”), pursuant to Section 16(a) of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2615(a), alleges that Respondents, Idoni Management, LLC, Clebridge, LLC and 34 Hulse, LLC, violated Section 409 of TSCA, 15 U.S.C. § 2689, the Residential Lead-Based Paint Hazard Reduction Act (the “Act”), 42 U.S.C. § 4851 *et seq.*, and federal regulations promulgated pursuant to the Act, set forth at 40 C.F.R. Part 745, Subpart F.

This Consent Agreement and Final Order (“CAFO”) simultaneously commences and concludes the cause of action described herein, pursuant to 40 C.F.R. §§ 22.13(b) and 22.18(b) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil

Penalties and the Revocation/Termination or Suspension of Permits (“Consolidated Rules of Practice”), at 40 C.F.R. Part 22. Complainant and Respondents (collectively, the “Parties”) agree that settlement of this matter is in the public interest and that entry of this CAFO without litigation is the most appropriate means of resolving this matter.

I. STATUTORY AND REGULATORY AUTHORITY

1. In 1992, Congress passed the Act in response to findings that low-level lead poisoning was widespread among American children, that pre-1980 American housing stock contains more than three million tons of lead in the form of lead-based paint, and that the ingestion of lead from deteriorated or abraded lead-based paint is the most common cause of lead poisoning in children.

2. In 1996, EPA promulgated regulations to implement Section 1018 of the Act (*Disclosure of Information Concerning Lead upon Transfer of Residential Property*), 42 U.S.C. § 4852d. The regulations under Section 1018 of the Act are set forth at 40 C.F.R. Part 745, Subpart F (the “Disclosure Rule”).

3. The Disclosure Rule, in pertinent part, requires lessors of target housing to do the following before a lessee is obligated under a lease contract:

- i. Ensure that the contract to lease includes a Lead Warning Statement;
- ii. Disclose to lessees the presence of known lead-based paint/hazards;
- iii. Ensure that the contract to lease includes a statement by the lessees affirming receipt of information pertaining to lead hazards and the lead hazard information pamphlet; and,

See 40 C.F.R. § 745.107(b).

4. Pursuant to Section 1018(b)(5) of the Act, 42 U.S.C. § 4852d(b)(5), and 40 C.F.R. § 745.118(e), failure to comply with any requirement of the Disclosure Rule is a violation of Section 409 of TSCA, 15 U.S.C. § 2689. Section 1018(b)(5) of the Act also provides that, for each such violation of Section 409 of TSCA, specific civil penalties apply under Section 16 of TSCA.

5. Pursuant to 40 C.F.R. § 745.103, the housing stock addressed by the Disclosure Rule as “target housing” is defined as any housing constructed prior to 1978, except housing for the elderly or persons with disabilities, or any “0-bedroom dwelling” (unless any child who is less than six years of age resides in or is expected to reside in such housing).

6. Pursuant to Section 401(14) of TSCA, 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.

7. Section 16(a)(1) of TSCA, 15 U.S.C. § 2615(a)(1), provides that any person who violates a provision of Section 15 or 409 of TSCA shall be liable to the United States for a civil penalty.

8. Section 16(a) of TSCA, Section 1018(b)(5) of the Act, and 40 C.F.R. § 745.118(f) authorize the assessment of a civil penalty of \$10,000 per violation of the Disclosure Rule. Pursuant to the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3701 (“Debt Collection Improvement Act”), 40 C.F.R. Part 19 and the 2015 Federal Civil Penalties Inflation Adjustment Act, 28 U.S.C. § 2461, each violation that occurred after November 2, 2015, and for which a

penalty is assessed on or after December 27, 2023, is subject to a penalty of up to \$21,699. *See 88 Fed. Reg. 247 (Dec. 27, 2023).*

II. GENERAL ALLEGATIONS

9. All three Respondents are limited liability companies that own and/or manage rental income properties in Waterbury and/or New Haven, Connecticut. The properties that are the subjects of this action, owners, property managers, and dates of construction are as follows:

Property	Owner	Property Manager	Date Constructed
40 Vermont Street, 1st floor, Waterbury, CT	Clebridge, LLC	Idoni Management, LLC	1920
34 Hulse Street, Unit 2, New Haven, CT	34 Hulse, LLC	Idoni Management, LLC	1955

10. Respondents Idoni Management, LLC (“Idoni”) and 34 Hulse, LLC (“Hulse”) are limited liability companies organized under the laws of the State of Connecticut. Respondent Clebridge, LLC (“Clebridge”) is a limited liability company organized under the laws of the State of New York. Idoni offers for lease at least 170 target housing units located in Connecticut, including properties owned by Clebridge and Hulse.

11. The apartment units listed in Paragraph 9 above were, at the time of the violations alleged in this CAFO, “target housing,” as defined in 40 C.F.R. § 745.103. Furthermore, the apartment units did not satisfy the requirements for an exemption under the provisions of the Act, TSCA (including 15 U.S.C. § 2681(17)), or the Disclosure Rule (including 40 C.F.R. § 745.101).

12. At all times relevant to the allegations in this CAFO, Respondent, Idoni Management, LLC, offered for lease the residential apartments in the two buildings referenced in Paragraph 9 on the following dates:

- a. On November 25, 2020, a tenant entered into a lease for 40 Vermont Street, 1st floor, Waterbury, Connecticut, hereinafter referred to as the “40 Vermont Street unit”; and,
- b. On October 11, 2021, a tenant entered into a lease for 34 Hulse Street, Unit #2, New Haven, Connecticut, hereinafter referred to as the “34 Hulse Street unit”.

Accordingly, Respondent Idoni is a “lessor” as defined in 40 C.F.R. § 745.103.

13. At all times relevant to the allegations in this CAFO, Clebridge owned the 40 Vermont Street unit; and Hulse owned the 34 Hulse Street unit. Accordingly, Respondents Clebridge and Hulse are “owners” as defined in 40 C.F.R. § 745.103.

14. At all times relevant to the violations alleged in this CAFO, Respondents, as “owners” offered for lease the properties listed in Paragraph 9 above, and are thus “lessors” as defined in 40 C.F.R. § 745.103.

15. On September 1, 2022, an authorized representative of EPA conducted an inspection to determine Respondents’ compliance with the Disclosure Rule at properties leased by the Respondents. Based upon EPA’s review of information and documents obtained from Respondent Idoni, EPA has identified the violations of TSCA, the Act and the Disclosure Rule described below.

III. VIOLATIONS

16. Each of the below-referenced violations alleged in this CAFO is a prohibited act

under TSCA Section 409, 15 U.S.C. § 2689 and 40 C.F.R. § 745.118(e), and each is a violation for which penalties may be assessed pursuant to Section 16 of TSCA, 15 U.S.C. § 2615.

Count One

Failure to Include as an Attachment, or Within the Contract to Lease Target Housing, the Lead Warning Statement.

17. Paragraphs 1 through 16 above are incorporated by reference as if fully set forth herein.

18. Pursuant to 40 C.F.R. § 745.113(b)(1), each contract to lease target housing must include as an attachment or within the contract, the Lead Warning Statement.

19. Respondents Idoni, Clebridge and Hulse did not include as an attachment, or within the contracts with the lessees listed in Paragraph 12 above, the Lead Warning Statement.

20. Respondents Idoni, Clebridge and Hulse's failures to include the Lead Warning Statement, as an attachment or within the contracts to lease the target housing units listed in Paragraph 12 above, constitute two violations of 40 C.F.R. § 745.113(b)(1), and TSCA Section 409, 15 U.S.C. § 2689.

Count Two

Failure to Include, as an Attachment or Within the Contract to Lease Target Housing, a Statement Disclosing the Presence of Known Lead-Based Paint and/or Hazards

21. Paragraphs 1 through 20 above are incorporated by reference as if fully set forth herein.

22. Pursuant to 40 C.F.R. § 745.113(b)(2), contracts to lease target housing must include, either as attachments to or within the lease contracts, 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.

23. Respondents Idoni, Clebridge and Hulse did not include, within or attached to the lease contracts with the lessees listed in Paragraph 12 above, 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.

24. Respondents Idoni, Clebridge and Hulse's failures to include as an attachment to or within the lease contract, a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased constitute two violations of 40 C.F.R. § 745.113(b)(2), and TSCA Section 409.

Count Three

Failure to Include, as an Attachment or Within the Contract to Lease Target Housing, a Statement by Lessee Affirming Receipt of Known Lead Information and Lead Hazard Pamphlet

25. Paragraphs 1 through 24 above are incorporated by reference as if fully set forth herein.

26. 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 out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the lead hazard information pamphlet required under 15 U.S.C. § 2686.

27. Respondents Idoni, Clebridge and Hulse did not include as an attachment, or within the contracts to lease target housing listed in Paragraph 12 above, a statement by the lessees affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2)-(3) and the lead hazard information pamphlet required under 15 U.S.C. § 2686, as required by 40 C.F.R. § 745.113(b)(4).

28. Respondents Idoni, Clebridge and Hulse's failure to include, as an attachment or within such contracts to lease the target housing units listed in Paragraph 12 above, a statement by the lessees affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2)-(3), or of the lead hazard information pamphlet required under 15 U.S.C. § 2686, on or before the lease date, constitutes two violations of 40 C.F.R. § 745.113(b)(4) and TSCA Section 409.

IV. TERMS OF SETTLEMENT

29. This CAFO shall apply to and be binding upon Respondents and Respondents' successors, and assigns.

30. Respondents stipulate that EPA has jurisdiction over the subject matter alleged herein and that the CAFO states a claim upon which relief can be granted against Respondents. Respondents waive any defenses they might have as to jurisdiction and venue. Without admitting or denying the factual allegations contained in this CAFO, Respondents consent for purposes of settlement to the terms of this CAFO.

31. Respondents hereby waive their right to a judicial or administrative hearing or appeal on any issue of law or fact set forth in the CAFO, and waive their right to appeal the Final Order accompanying this Consent Agreement ("Agreement").

32. Respondents certify that they will operate their business in compliance with Section 409 of TSCA, 15 U.S.C. § 2689, the Act, and federal regulations promulgated under TSCA and the Act, including 40 C.F.R. Part 745, Subpart F.

33. As of the effective date of this CAFO, and in compliance with 40 C.F.R. § 745.107(a)(4), Respondents shall provide each lessee before the lessee is obligated under a contract to lease target housing, any records or reports available to Respondents pertaining to lead-based paint and/or lead-based paint hazards in the housing.

34. As of the effective date of this CAFO, and in compliance with 40 C.F.R. § 745.113(b)(1), Respondents shall provide, in an attachment to each contract to lease target housing or within the contract, the Lead Warning Statement.

35. As of the effective date of this CAFO, and in compliance with 40 C.F.R. § 745.113(b)(2), Respondents shall include, in or attached to each lease contract to lease target housing, a statement by the Respondents disclosing the presence of known lead-based paint and/or lead-based paint hazards, or indicating no knowledge thereof in the target housing being leased.

36. As of the effective date of this CAFO, and in compliance with 40 C.F.R. § 745.113(b)(4), Respondents shall include, in or attached to each lease contract to lease target housing, a statement by each lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the lead hazard information pamphlet required under 15 U.S.C. § 2686.

37. Pursuant to Section 16 of TSCA, 15 U.S.C § 2615, based upon the nature of the alleged violations, and other relevant factors, EPA has determined that the appropriate total civil penalty for all Respondents is in the amount of \$39,449. The penalties for the violations alleged in this CAFO are set forth below for each Respondent and target housing unit:

- a. Respondents Idoni and Clebridge, \$19,724.50 total for the 40 Vermont Street unit.
- b. Respondents Idoni and Hulse, \$19,724.50 total for the 34 Hulse Street unit.

38. Respondents consent to the issuance of this CAFO and to the payment of the civil penalty cited in the foregoing paragraph.

39. Respondents agree to pay a civil penalty in the amount of \$39,449 within 30 days

after the date the Final Order ratifying this Agreement becomes effective. The Final Order shall become effective on the date it is filed with the Regional Hearing Clerk.

40. Respondents 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>.

41. When making a payment, Respondents shall:

- a. Identify every payment with the Respondents' names (i.e., "Idoni Management, LLC, et al.") and the docket number of this Agreement, TSCA-01-2024-0032.
- b. Concurrently with any payment or within 24 hours of any payment, Respondents shall serve proof of such payment to the following person(s):

Wanda Santiago, Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 1
Via electronic mail to:
rl_hearing_clerk_filings@epa.gov

and

Jaegun Lee, Enforcement Counsel
U.S. Environmental Protection Agency, Region 1
Via electronic mail to:
Lee.Jaegun@epa.gov

and

U.S. Environmental Protection Agency
Cincinnati Finance Center
Via electronic mail to:
CINWD_AcctsReceivable@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 EPA requirements, in the amount due, and identified with the appropriate docket number and Respondents' names.

42. Interest, Charges, and Penalties on Late Payments. Pursuant to 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondents fail to timely pay the full amount of the Assessed Penalty per this Agreement, EPA is authorized to recover, in addition to the amount of the unpaid Assessed Penalty, the following amounts.

- a. Interest. Interest begins to accrue from the Filing Date. If the Assessed Penalty is paid in full within 30 days, interest accrued is waived. If the Assessed Penalty is not paid in full within 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 Respondents adequate incentive for timely payment.
- b. Handling Charges. Respondents will be assessed monthly a charge to cover EPA's costs of processing and handling overdue debts. If Respondents fail to pay the Assessed Penalty in accordance with this Agreement, EPA will assess a charge to cover the costs of handling any unpaid amounts for the first 30-day period after the Filing Date. Additional handling charges will be assessed every 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, penalties, and other charges, that remain delinquent more than 90 days. Any such amounts will accrue from the Filing Date.

43. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Agreement shall not be deductible for purposes of federal taxes.

44. Nothing in this CAFO shall be construed as prohibiting, altering or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondents' violation of this agreement or of the statutes and regulations upon which this agreement is based, or for Respondents' violation of any applicable provision of law.

45. This CAFO shall not relieve Respondents of their obligation to comply with all applicable provisions of federal, state or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state or local permit.

46. This CAFO constitutes a settlement by and between EPA and Respondents of all claims for civil penalties pursuant to TSCA and the Act for the violations alleged herein. Nothing in this CAFO is intended to nor shall be construed to operate in any way to resolve any criminal liability of the Respondents. Nothing in this CAFO shall be construed to limit the authority of EPA to undertake any action against Respondents in response to conditions which may present an imminent and substantial endangerment to the public health, welfare, or the environment.


47. Each undersigned representative of the Parties to this CAFO certifies that he, she, or they are fully authorized by the Party represented to enter into the terms and conditions of this CAFO and to execute and legally bind that Party to it.

48. Complainant and Respondents, by entering into this Agreement, each give their respective consent to accept digital signatures hereupon. Respondents further consent to accept electronic service of the fully executed CAFO, by electronic mail, to the following addresses: dcervino@beattielaw.com, jhardy@hardy-law-group.com and kerrymertz7@gmail.com.

Complainant has provided Respondents with a copy of the EPA Region 1 Regional Judicial Officer's Authorization of EPA Region 1 Part 22 Electronic Filing System for Electronic Filing and Service of Documents Standing Order, dated June 19, 2020. Electronic signatures shall comply with, and be maintained in accordance with, that Order.

49. Each Party shall bear its own costs and attorneys' fees in connection with the action resolved by this CAFO. Respondents specifically waive any right to recover such costs from EPA pursuant to the Equal Access to Justice Act, 5 U.S.C. § 504, or other applicable law.


For Respondents:

DocuSigned by:

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Craig Bellot
Idoni Management, LLC

5/1/2024

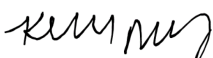
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Jerry Felisme
Clebridge, LLC

4/22/2024

Date

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Kerry Mertz
34 Hulse, LLC

4/30/2024

Date

For Complainant, U.S. EPA, Region 1:

James Chow, Acting Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 1

FINAL ORDER

Section 16(a)(2)(C) of TSCA, 15 U.S.C. § 2615(a)(2)(C), authorizes EPA to compromise with or without conditions the maximum civil penalties which may be imposed under that Section. EPA has made such a compromise by applying the penalty factors set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), to the facts and circumstances of this case, including the nature, circumstances, extent and gravity of the violations and with respect to the violator, ability to pay effect on ability to continue in business, any history of prior such violations, and the degree of culpability.

Pursuant to 40 C.F.R. § 22.18(b) and (c) of EPA's Consolidated Rules of Practice, the foregoing Consent Agreement resolving this matter is incorporated by reference into this Final Order and is hereby ratified. Respondents are ordered to pay the civil penalty amount specified in the Consent Agreement, in the manner indicated.

The terms of the Consent Agreement will become effective on the date it is filed with the Regional Hearing Clerk.

LeAnn Jensen
Regional Judicial Officer
U.S. Environmental Protection Agency, Region 1