



Practice”), at 40 C.F.R. Part 22. Complainant and Respondent (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. Provide to lessees an EPA-approved lead hazard information pamphlet;
- ii. Ensure that the contract to lease includes a Lead Warning Statement;
- iii. Disclose to lessees the presence of known lead-based paint/hazards;
- iv. Ensure that the contract to lease includes a list of available records or reports pertaining to lead-based paint and/or lead-based paint hazards or, otherwise, indicates no such records or reports are available.

*See* 40 C.F.R. § 745.107(a)(1), 107(a)(2), and 745.113(b)(1)-(3).

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 Improvements Act, Public Law 114-74, each violation that occurred after November 2, 2015,

and for which a penalty is assessed on or after January 8, 2025, is subject to a penalty of up to \$22,263. *See* 90 Fed. Reg. 1,375 at 1,378 (January 8, 2025).

## **II. GENERAL ALLEGATIONS**

9. EPA alleges as follows:

10. Respondent Konover is a Connecticut corporation that registered with the State of Connecticut in 1986 and is a subsidiary of the Simon Konover Company. Konover manages residential and commercial rental income properties across several states, including Connecticut. At the time of the alleged violations, Konover managed the Cargill Falls Mill property (the “Property”) located at 58 Pomfret Street in Putnam, Connecticut.

11. The Property is a mixed-use commercial and residential complex consisting of multiple buildings built from the 1700s through the early 1900s. The Property was renovated and converted to residential and commercial use, with renovations beginning in 2005 and mostly completed by 2017. Tenants first moved into the Property in November 2020.

12. All units subject to this action at the time of the violations were managed by Konover Residential Corporation.

13. The units subject to this action, at the time of the violations alleged in this CAFO, were “target housing” as defined in 40 C.F.R. § 745.103. Furthermore, the apartments 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).

14. At all times relevant to the allegations in this CAFO, Respondent offered for lease the residential apartments listed below on the following dates:

- a. On July 15, 2021, a tenant entered into a lease for Unit 2201 at 58 Pomfret Street, Putnam, CT. The tenant entered into a renewal lease for this unit on April 19, 2022.
- b. On September 12, 2022, a tenant entered into a lease for Unit 2203 at 58 Pomfret Street, Putnam, CT.
- c. On January 7, 2022, tenants entered into a lease for Unit 2305 at 58 Pomfret Street, Putnam, CT. The tenants entered into a renewal lease for this unit on January 3, 2023.
- d. On December 22, 2021, a tenant entered into a lease for Unit 2306 at 58 Pomfret Street, Putnam, CT.
- e. On July 17, 2020, tenants entered into a lease for Unit 2404 at 58 Pomfret Street, Putnam, CT. The tenants entered into subsequent renewal leases for this unit on June 15, 2021, and October 13, 2022.
- f. On November 13, 2020, tenants entered into a lease for Unit 2406 at 58 Pomfret Street, Putnam, CT. The tenants entered into subsequent renewal leases for this unit on September 29, 2021, and October 18, 2022.
- g. On June 1, 2022, tenants entered into a lease for Unit 4201 at 58 Pomfret Street, Putnam, CT.
- h. On October 7, 2021, tenants entered into a lease for Unit 4302 at 58 Pomfret Street, Putnam, CT. The tenants entered into a renewal lease for this unit on October 31, 2022.

- i. On June 23, 2022, a tenant entered into a lease for Unit 4305 at 58 Pomfret Street, Putnam, CT.
- j. On April 2, 2021, tenants entered into a lease for Unit 5201 at 58 Pomfret Street, Putnam, CT. The tenants entered into a renewal lease for this unit on March 8, 2022.
- k. On November 12, 2021, tenants entered into a lease for Unit 5401 at 58 Pomfret Street, Putnam, CT. The tenants entered into a renewal lease for this unit on November 22, 2022.

15. Thus, at all times relevant to the allegations in this CAFO, Respondent Konover was a “lessor” as defined in 40 C.F.R. § 745.103.

16. On February 9, 2023, EPA representatives conducted an inspection to determine Respondent’s compliance with the Disclosure Rule at the Property. Based upon EPA’s review of information and documents obtained from Respondent, EPA has identified violations of TSCA, the Act, and the Disclosure Rule described below.

### **III. ALLEGED VIOLATIONS**

17. EPA alleges that 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 an alleged violation for which penalties may be assessed pursuant to Section 16 of TSCA, 15 U.S.C. § 2615. In entering into this CAFO, Konover does not admit or deny the veracity of any of the below allegations.

#### **COUNT ONE: Alleged Failure to Provide to Lessee with EPA-approved Lead Hazard Information Pamphlet**

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

19. Pursuant to 40 C.F.R. § 745.107(a)(1), a lessor must provide to the lessee an EPA-approved Lead Hazard Information Pamphlet before the lessee becomes obligated to lease target housing.

20. EPA alleges that Respondent did not provide to the lessees listed in Paragraph 14 above an EPA-approved Lead Hazard Information Pamphlet before the lessees became obligated to lease target housing, as required by 40 C.F.R. § 745.107(a)(1).

21. Respondent's alleged failures to provide an EPA-approved Lead Hazard Information Pamphlet to the lessees listed in Paragraph 14 above, would constitute eleven violations of 40 C.F.R. § 745.107(a)(1) and TSCA Section 409.

**COUNT TWO: Alleged Failure to Include a Lead Warning Statement**

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

23. 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.

24. EPA alleges that Respondent did not include as an attachment, or within the lease contracts with the lessees listed in Paragraph 14 above, the Lead Warning Statement.

25. Respondent's alleged failures to include the Lead Warning Statement, as an attachment or within the contracts to lease the target housing units listed in Paragraph 14 above, would constitute eleven violations of 40 C.F.R. § 745.113(b)(1), and TSCA Section 409, 15 U.S.C. § 2689.

**COUNT THREE: Alleged Failure to Provide Lessees with a Statement Disclosing the Presence of Known Lead-Based Paint Hazards or Indicating No Knowledge of the Presence of Lead-Based Paint**

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

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

28. EPA alleges that Respondent did not include, within or attached to the lease contracts with the lessees listed in Paragraph 14 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.

29. Respondent's alleged 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 would constitute eleven violations of 40 C.F.R. § 745.113(b)(2), and TSCA Section 409.

**COUNT FOUR: Alleged Failure to Provide to Lessees a List of Records or Reports Pertaining to Lead-Based Paint or Lead-Based Paint Hazards**

30. Paragraphs 1 through 29 above are incorporated by reference as if fully set forth herein.

31. Pursuant to 40 C.F.R. §745.113(b)(3), a contract to lease target housing must include, either as an attachment to or within the lease contract, a list of any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee. If no such records are available, the lessor shall so indicate.

32. EPA alleges that Respondent did not include, within or attached to the lease contracts with the lessees listed in Paragraph 14 above, a list of any records or reports available to Respondent pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee, nor did Respondent indicate no such records were available.

33. Respondent's alleged failures to include a list of records or reports pertaining to lead-based paint and/or lead-based paint hazards in the housing, or to indicate that no such records are available, would constitute eleven violations of 40 C.F.R. § 745.113(b)(3) and TSCA Section 409.

#### **IV. TERMS OF SETTLEMENT**

34. This CAFO shall apply to and be binding upon Respondent, Respondent's successors, and assigns.

35. Respondent admits that EPA has jurisdiction over the subject matter alleged herein and that the CAFO states a claim upon which relief can be granted against Respondent. Respondent waives any defenses they might have as to jurisdiction and venue. Without admitting or denying the factual allegations contained in this CAFO, Respondent consents for purposes of settlement to the terms of this CAFO, including the assessment of any stated civil penalty.

36. Respondent hereby waives its right to a judicial or administrative hearing or appeal on any issue of law or fact set forth in the CAFO and waives their right to appeal the Final Order accompanying this Consent Agreement.

37. By signing this Consent Agreement, Respondent waives any rights or defenses that Respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the final order accompanying the Consent Agreement.

38. Respondent certifies that it is currently, and will continue to operate its 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.

39. As of the effective date of this CAFO, and in compliance with 40 C.F.R. § 745.107(a)(1), Respondent shall provide each lessee before the lessee is obligated under a contract to lease target housing, an EPA-approved lead hazard information pamphlet entitled “Protect Your Family from Lead in the Home” or an equivalent pamphlet that has been approved for use by EPA.

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

41. As of the effective date of this CAFO, and in compliance with 40 C.F.R. § 745.113(b)(2), Respondent shall include in or attached to each lease contract to lease target housing a statement by the Respondent 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.

42. As of the effective date of this CAFO, and in compliance with 40 C.F.R. §745.113(b)(3), Respondent shall include in or attached to each lease contract to lease target housing a list of records or reports available to Respondent pertaining to lead based paint and/or lead based paint hazards in the target housing being leased.

43. 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 a civil penalty in the amount of \$359,069 is appropriate to settle this action.

44. Respondent consents to the issuance of this CAFO and for the purposes of settlement to the payment of the civil penalty cited in the foregoing paragraph.

45. Respondent agrees to pay a civil penalty (“Assessed Penalty”) within thirty (30) days after the date the Final Order ratifying this Agreement is filed with the Regional Hearing Clerk (“Filing Date”).

46. 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>. The federal government no longer accepts checks for penalty payments.

47. When making a payment, Respondent shall:

- a. Identify every payment with Respondent’s name and the docket number of this Agreement, TSCA-01-2026-0031
- b. Concurrently with any payment or within 24 hours of any payment, Respondent shall serve proof of such payment to the following persons:

Wanda Santiago, Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region 1  
5 Post Office Square, Suite 100  
Mail Code: ORC 4-6  
Boston, MA 02109-3912  
[r1\\_hearing\\_clerk\\_filings@epa.gov](mailto:r1_hearing_clerk_filings@epa.gov)

Megan Roberts-Edwards, Enforcement Counsel  
U.S. Environmental Protection Agency, Region 1  
5 Post Office Square, Suite 100  
Mail Code: ORC: 4-WC  
Boston, MA 02109-3912  
[edwards.megan@epa.gov](mailto:edwards.megan@epa.gov)

and

U.S. Environmental Protection Agency  
Cincinnati Finance Center  
Via electronic mail to:  
[CINWD\\_AcctsReceivable@epa.gov](mailto:CINWD_AcctsReceivable@epa.gov)

“Proof of payment” means, as applicable, 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 Respondent’s name.

48. 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 Agreement, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing, and EPA is authorized to recover the following amounts:
- a. Interest. Interest begins to accrue from the Filing 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 Internal Revenue Service (“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 EPA’s costs of processing and handling overdue debts. If Respondent fails 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 thirty (30) day period after the Filing 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.

49. 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 Agreement, 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 EPA or engaging in programs EPA sponsors or funds, 40 C.F.R. § 13.17.
- d. Refer this matter to the United States Department of Justice for litigation and collection, per 40 C.F.R. § 13.33. 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.

50. For purposes of the identification requirement in Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26 C.F.R. § 1.162-21(b)(2), performance of Paragraphs 37 through 41 is restitution, remediation, or required to come into compliance with the law.

51. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, EPA is required to annually send to the Internal Revenue Service ("IRS") a completed IRS Form 1098-F ("Fines, Penalties, and Other Amounts") with respect to any court order or settlement agreement

(including administrative settlements) that requires a payor to pay an aggregate amount that EPA reasonably believes will be equal to, or in excess of, \$50,000 for the payor's violation of any law or the investigation or inquiry into the payor's potential violation of any law, including amounts paid for "restitution or remediation of property" or to come "into compliance with a law." EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (i.e., a copy of IRS Form 1098-F). A Respondent's failure to comply with providing IRS Form W-9 or Tax Identification Number ("TIN"), as described below, may subject such Respondent to a penalty, per 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1. To provide EPA with sufficient information to enable it to fulfill these obligations, Respondent shall complete the following actions as applicable.

- a. Respondent shall complete an IRS Form W-9 ("Request for Taxpayer Identification Number and Certification"), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>;
- b. Respondent shall therein certify that its completed IRS Form W-9 includes that Respondent's correct TIN or that Respondent has applied and is waiting for issuance of a TIN;
- c. Respondent shall email its completed Form W-9 to EPA's Cincinnati Finance Division at [chalifoux.jessica@epa.gov](mailto:chalifoux.jessica@epa.gov), on or before the date that the penalty payment is due, pursuant to Paragraph 47 of the CAFO, or within 7 days should the order become effective between December 15 and December 31 of the calendar year. EPA recommends encrypting IRS Form W-9 email correspondence; and

- d. In the event that Respondent has certified in its completed IRS Form W-9 that it does not yet have a TIN but has applied for a TIN, Respondent shall provide EPA's Cincinnati Finance Division with Respondent's TIN, via email, within five (5) days of Respondent's receipt of a TIN issued by the IRS.

52. 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 Respondent's violation of this agreement or of the statutes and regulations upon which this agreement is based, or for Respondent's violation of any applicable provision of law.

53. The civil penalty due, and any interest, non-payment penalties or charges that arise pursuant to this CAFO shall represent penalties assessed by EPA and shall not be deductible for purposes of federal taxes. Accordingly, Respondent agrees to treat all payments made pursuant to this CAFO as penalties within the meaning of Section 1.162-21 of the Internal Revenue Code, 26 U.S.C. § 1.162-21, and further agrees not to use these payments in any way as, or in furtherance of, a tax deduction under federal, state or local law.

54. This CAFO shall not relieve Respondent of its 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.

55. This CAFO constitutes a settlement by and between EPA and Respondent 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 Respondent. Nothing in this CAFO shall be construed to limit the authority of

EPA to undertake any action against Respondent in response to conditions which may present an imminent and substantial endangerment to the public health, welfare, or the environment.

56. 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.

57. Complainant and Respondent, by entering into this Consent Agreement, each give their respective consent to accept digital signatures hereupon. Respondent further consents to accept electronic service of the fully executed CAFO, by electronic mail, to the following address: [gkonover@simonkonover.com](mailto:gkonover@simonkonover.com). Complainant has provided Respondent 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.

58. Each Party shall bear its own costs and attorneys' fees in connection with the action resolved by this CAFO. Respondent specifically waives 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 Respondent:

**Gregory  
Konover**

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Gregory Konover  
Date: 2026.05.06 13:26:55  
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Konover Residential Corporation

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Date

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



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

**FINAL ORDER**

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. Respondent is 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.

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Michael J. Knapp  
Regional Judicial Officer  
U.S. Environmental Protection Agency, Region 1