

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2

In the Matter of

Trenton Housing Authority

Respondent

Proceeding under Section 16(a) of the
Toxic Substances Control Act,
15 U.S.C. § 2615(a)

CONSENT AGREEMENT
AND
FINAL ORDER

Docket No. TSCA-02-2026-9169

PRELIMINARY STATEMENT

This administrative proceeding for the assessment of a civil penalty is instituted pursuant to Section 16(a) of the Toxic Substances Control Act, 15 U.S.C. § 2615(a), as amended, ("TSCA"), and the "Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation, Termination or Suspension of Permits," 40 C.F.R. Part 22 (hereinafter "Consolidated Rules of Practice"). Pursuant to Section 22.13(b) of the Consolidated Rules of Practice, where the parties agree to settlement of one or more causes of action before the filing of an administrative complaint, a proceeding may be simultaneously commenced and concluded by the issuance of a Consent Agreement and Final Order ("CA/FO") pursuant to 40 C.F.R. §§ 22.18(b)(2) and (3).

Section 16(a) of TSCA, 15 U.S.C. § 2615(a), authorizes the Administrator of EPA to enforce against persons who violate TSCA and its implementing regulations. That provision provides, in relevant part, that "[a]ny person who violates a provision of section 2689. . . of this title [Section 409 of TSCA, 15 U.S.C. § 2689] shall be liable to the United States for a civil penalty. . . ." EPA alleges that the Trenton Housing Authority (hereinafter "THA" or "Respondent") violated Sections 15 and 409 of

TSCA, 15 U.S.C. §§ 2614 and 2689, by failing to comply with Section 1018 of Title X of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the “Act”) , 42 U.S.C. § 4852d, and the federal regulations promulgated pursuant to TSCA and the Act at 40 C.F.R. Part 745, Subpart F (“Lead Disclosure Rule”) and Subpart E (“Renovation, Repair and Paint Rule” or “RRP Rule”). Complainant in this proceeding, the Acting Director of the Enforcement and Compliance Assurance Division (“Complainant”) of EPA, Region 2, has been delegated the authority to prosecute this proceeding.

Complainant and Respondent (collectively, the “Parties”) agree, following a series of settlement conferences, that settling this matter by entering into this CA/FO, pursuant to 40 C.F.R. §§ 22.13(b), 22.18(b)(2) and 22.18(b)(3) of the Consolidated Rules of Practice, is an appropriate means of resolving this matter without further litigation.

This Agreement is entered into concurrent with a parallel agreement between Respondent and the U.S. Department of Housing and Urban Development (HUD).

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 household dust containing lead from deteriorated or abraded lead-based paint is the most common cause of lead poisoning in children. Among the stated purposes of the Act is to ensure that the existence of lead-based paint hazards be considered in the rental and renovation of homes and apartments. To carry out these purposes, the Act added a new section to TSCA, entitled Subchapter IV – Lead Exposure Reduction, which includes TSCA Sections 401-412, 15 U.S.C. §§ 2681-2692.

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, and Section 402(a) of TSCA (*Lead-Based Paint Activities Training and Certification – Regulations*), 15 U.S.C. § 2682(a). The regulations under Section 1018 of the Act are set forth at 40 C.F.R. Part 745, Subpart F (referred to as the “Disclosure Rule” or “Lead Disclosure Rule”), and the regulations under TSCA Section 402(a) are set forth at 40 C.F.R. Part 745, Subpart L (commonly referred to as the “Lead-Based Paint Activities, Certification, and Training Rule” or the “LBP Activities Rule” or the “Abatement Rule”). In 1998, EPA promulgated regulations to implement Section 406(b) of TSCA (*Lead Hazard Information Pamphlet – Renovation of Target Housing*), 15 U.S.C. § 2686(b), and those regulations were set forth at 40 C.F.R. Part 745, Subpart E (commonly referred to as the “Pre-Renovation Education Rule” or “PRE Rule”).

3. In 2008, EPA promulgated regulations to implement Section 402(c)(3) of TSCA [*Lead-Based Paint Activities Training and Certification – Renovation and Remodeling – Certification Determination*], 15 U.S.C. § 2682(c)(3), by amending both the PRE Rule at 40 C.F.R. Part 745, Subpart E (now known as the Renovation, Repair, and Painting (“RRP”) Rule, as well as the LBP Activities Rule at 40 C.F.R. Part 745, Subpart L (the “Abatement Rule”).

4. Pursuant to TSCA Section 401(17), the housing stock addressed by the Disclosure Rule and the RRP Rule is “Target Housing,” 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 6 years of age resides or is expected to reside in such housing).

5. The Lead Disclosure Rule defines Lessor as 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.

6. The Lead Disclosure Rule, in pertinent part, requires Lessors of Target Housing to provide lessees with an EPA-approved lead hazard information pamphlet and include within the lease or as an attachment to the lease the following elements:

- a. a Lead Warning Statement;
- b. a statement by the Lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards, or indicating no knowledge thereof;
- c. 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;
- d. a statement by the lessee affirming receipt of the information set out in §§ 745.113(b)(2) and (b)(3) and the lead hazard information pamphlet; and
- e. signatures and dates of signatures of Lessors and lessees certifying the accuracy of their statements regarding lead-based paint and/or lead-based hazards.

See 40 C.F.R. §§ 745.100, 745.103, 745.107(a)(1), (a)(2), (a)(4), and 745.113(b)(1)-(4) and 745.113(b)(6).

7. 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 requirements of the Disclosure Rule is a violation of TSCA §§ 408 and 409, 15 U.S.C. §§ 2688 and 2689. Section 1018(b)(5) of the Act also provides that, for each such violation of TSCA §§ 408 and 409, specific civil penalties apply under TSCA § 16.

8. The RRP Rule sets forth procedures and requirements for, among other things, the accreditation of training programs, certification of renovation firms and individual renovators, work

practice standards for renovation, repair, and painting activities in Target Housing and child-occupied facilities, and the establishment and retention of records to document compliance.

9. Pursuant to 40 C.F.R. § 745.82, the requirements of the RRP Rule apply to all renovations performed for compensation in Target Housing.

10. For purposes of complying with Section 406(b) of TSCA, 15 U.S.C. § 2686(b), and the RRP Rule, pursuant to 40 C.F.R. § 745.83, the term Pamphlet as used herein means the EPA-approved pamphlet developed under TSCA § 406(a), entitled “*Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools*” (“Renovate Right”) (EPA # 740-K-10-001, revised September 2011).

11. Pursuant to 40 C.F.R. § 745.83, the term “Firm” means a company, partnership, corporation, sole proprietorship, or individual doing business, association, or other business entity; a Federal, State, Tribal, or local government agency; or a nonprofit organization.

12. Pursuant to 40 C.F.R. § 745.83, the term “Renovation” means the modification of any existing structure, or portion thereof, that results in the disturbance of painted surfaces, unless that activity is performed as part of an abatement, as defined by 40 C.F.R. § 745.223. Renovation includes, but is not limited to: the removal, modification or repair of painted surfaces or painted components (*e.g.*, modification of painted doors, surface restoration, window repair, surface preparation activity (such as sanding, scraping, or other such activities that may generate paint dust)); the removal of building components (*e.g.*, walls, ceiling, plumbing, windows); weatherization projects (*e.g.*, cutting holes in painted surfaces to install blown-in insulation or to gain access to attics, planning thresholds to install weather-stripping), and interim controls that disturb painted surfaces. The term renovation does not include minor repair and maintenance activities.

13. Pursuant to 40 C.F.R. § 745.83, the term “minor repair and maintenance activities” means activities, including minor heating, ventilation or air conditioning work, electrical work, and plumbing, that disrupt 6 square feet or less of painted surface per room for interior activities or twenty (20) square feet or less of painted surface for exterior activities where none of the work practices prohibited or restricted by 40 C.F.R. § 745.85(a)(3) are used and where the work does not involve window replacement or demolition of painted surface areas.

14. Pursuant to 40 C.F.R. § 745.83, the term “Renovator” means an individual who either performs or directs workers who perform renovations. A certified renovator is a renovator who has successfully completed a renovator course accredited by EPA or by an EPA-authorized State or Tribal program.

15. Under the RRP Rule, Firms performing Renovations in Target Housing are, among other things, required to:

- a. Obtain an EPA certification for the Firm prior to offering to perform, perform or claim to perform Renovations;
- b. Assign a certified renovator, and ensure that a certified renovator either performs the Renovation or directs a properly trained worker to perform the Renovation;
- c. Provide the Pamphlet to the owner and adult occupant (if the owner does not occupy the unit) before Renovation activities begin and obtain written verification that the Pamphlet was provided;
- d. Perform Renovations in compliance with applicable work practice standards for any renovation, repair, and painting activities conducted; and,
- e. Retain all records necessary to demonstrate compliance with the renovation, repair and painting rule.

See 40 C.F.R. §§ 745.81(a)(2), 745.84(a), 745.85, 745.86(a)-(b) and 745.89(d).

16. Pursuant to Sections 408 and 409 of TSCA, 15 U.S.C. §§ 2688 and 2689, it is unlawful for any person to fail to comply with any rule issued under Subchapter IV of TSCA, such as the RRP Rule. Pursuant to 40 C.F.R. § 745.87(a), the failure to comply with the requirement of the RRP Rule is a violation of Sections 408 and 409 of TSCA. Pursuant to 40 C.F.R. § 745.87(b), the failure to establish and maintain the records required by the RRP Rule is a violation of Sections 15, 408 and 409 of TSCA, 15 U.S.C. §§ 2614, 2688 and 2689.

17. 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.

EPA FINDINGS OF FACT AND CONCLUSIONS OF LAW

18. Respondent is the Trenton Housing Authority (“THA”).

19. Respondent’s primary place of business is located at 875 Willow Street, Trenton, New Jersey 08638.

20. Respondent is a public housing agency formed under the laws of the State of New Jersey for the purpose of assisting its residents in attaining quality, affordable housing.

21. Among the public housing properties Respondent administers are Mayor Donnelly Homes, Woodrow Wilson Homes, Prospect Village, Lincoln Homes, Frazier Courts and Samuel Haverstick Homes, which were all built prior to 1978 (“Subject Properties”).

22. Each of the public housing properties identified in Paragraph 21 above are Target Housing.

23. At all times relevant, THA is and was a Lessor subject to the Disclosure Rule.

24. In March 2023, duly-credentialed EPA inspectors conducted Compliance Evaluation inspections (“CEIs”) pursuant to Section 11 of TSCA, 15 U.S.C. § 2610, at Respondent’s Mayor Donnelly Homes (875 New Willow Street, Trenton, NJ 08638) and Woodrow Wilson Homes (5 Eisenhower Avenue, Trenton, NJ 08618). During and/or prior and/or subsequent to these two inspections, the EPA collected information relevant to Respondent’s compliance with the Disclosure Rule and the RRP Rule, including leases, lead-based paint testing and evaluation reports prepared for several apartment units and common areas, and documentation of renovations conducted subject to the RRP Rule.

25. For the Mayor Donnelly development, THA provided EPA with the following: (i) a December 19, 2021, Lew Corporation Lead-Based Paint Evaluation Report—Multi-family inspection and risk assessment (conducted during October 7, 2021, through November 12, 2021); (ii) a February 19, 2023, Lew Corporation Lead-Based Paint Evaluation Report—Multi-family inspection and risk assessment (conducted during October 17, 2021, through November 12, 2021, and December 12, 2022, through January 5, 2023); and (iii) additional evaluative reports dated April 10, 2018. The reports revealed the presence of lead-based paint in multiple apartment units, including on chair rails, doors, walls, closets, shelves, and windows.

26. For the Woodrow Wilson development, THA provided the EPA with the following: (i) a February 14, 2023, Lew Corporation Lead-Based Paint Evaluation Report—Multi-family inspection and risk assessment (conducted during September 1, 2021, through September 16, 2021; and January 10, 2023); (ii) a October 11, 2021, Lew Corporation Lead-Based Paint Evaluation Report—Multi-family inspection and risk assessment (conducted during September 1, 2021, through September 16, 2021); and (iii) additional evaluative reports dated April 10 & 11, 2018. The reports

revealed the presence of lead-based paint in multiple apartment units, including on door and window lintels, walls, and fire escapes.

27. During EPA's March 2023 inspections, EPA's inspectors provided compliance assistance to THA staff with respect to the Lead Disclosure Rule and RRP Rule. THA staff responded by providing compliance documentation requested by EPA after the inspection.

28. Based on the aforementioned EPA inspections and the documentation obtained and reviewed by EPA, EPA determined that Respondent, between at least November 2019 and March 2023 had repeatedly violated the Lead-Based Paint Disclosure Rule when leasing multiple apartment units in Mayor Donnelly Homes and Woodrow Wilson Homes, by failing to disclose to lessees the presence of any known lead-based paint, by failing to provide lessees with any records or reports available to the Lessor pertaining to lead-based paint, and by failing to include all the required elements within the leases or as an attachment to the leases for each unit, including listing on the Lead Disclosure Form the records or reports pertaining to the lead-based paint that are available to the Lessor. Specifically, EPA documented the following alleged violations of the Lead Disclosure Rule committed by Respondent:

Lessee Address— Mayor Donnelly	Lessee Address— Woodrow Wilson	Description of Violation	Statutory and Regulatory Citation of Violation
189 Rossell 163 Rossell 113 Rossell 976 Southard 972 Southard 946 Southard 920 Southard 980 Southard	105 Coolidge 103 Coolidge 3 Mellon St 11 Eisenhower 3 Eisenhower	Failure to disclose to the lessee the presence of any known lead-based paint and/or lead-based paint hazards in the target housing	TSCA §§ 15 and 409; Section 1018 of the Act; and 40 C.F.R. § 745.107(a)(2)

189 Rossell 163 Rossell 113 Rossell 976 Southard 972 Southard 946 Southard 920 Southard 980 Southard	105 Coolidge 103 Coolidge 3 Mellon St 11 Eisenhower 3 Eisenhower	Failure to provide the lessee with any records or reports available to the lessor pertaining to the presence of lead-based paint and/or lead-based paint hazards in the target housing being leased including records or reports regarding common areas	TSCA §§ 15 and 409; Section 1018 of the Act; and 40 C.F.R. § 745.107(a)(4)
Mayor Donnelly 980 Southard	Woodrow Wilson None	Failure to include in lease a Lead Warning Statement with the language specified in 40 C.F.R. § 745.113(b)(1)	TSCA §§ 15 and 409; Section 1018 of the Act; and 40 C.F.R. § 745.113(b)(1)
Mayor Donnelly 818 Southard 13 Beakes	Woodrow Wilson 1 Mellon St 7 Mellon St 5 Oliver Ave 2 Eisenhower 1 Eisenhower 3 Eisenhower 3 Eisenhower 2 Eisenhower 2 Eisenhower	Failure to include in a lease 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	TSCA §§ 15 and 409; Section 1018 of the Act; and 40 C.F.R. § 745.113(b)(2).
Mayor Donnelly 21 Beakes 818 Southard 13 Beakes	Woodrow Wilson 1 Mellon St 7 Mellon St 5 Oliver Ave 1 Eisenhower 2 Eisenhower 3 Eisenhower 3 Eisenhower 2 Eisenhower 2 Eisenhower	Failure to include in a lease a list of any records or reports available to the lessor that pertain to the presence of lead-based paint and/or lead-based paint hazards that have been provided to the lessee or a statement indicating that not such records or reports exist	TSCA §§ 15 and 409; Section 1018 of the Act; and 40 C.F.R. § 745.113(b)(3).
Mayor Donnelly 820 Southard 21 Beakes 818 Southard	Woodrow Wilson 103 Coolidge 5 Mellon St.	Failure to include in lease a statement by lessee affirming receipt of information of presence of Lead-Based Paint, list of reports or records of Lead-Based Paint and the Lead-Based Paint Information Pamphlet	TSCA §§ 15 and 409; Section 1018 of the Act; and 40 C.F.R. § 745.113(b)(4)

Mayor Donnelly 818 Southard 21 Beakes 15 Beakes 13 Beakes	Woodrow Wilson 1 Mellon St. 5 Oliver 3 Eisenhower	Failure to include in lease the signatures and dates of signatures of lessors, agents and lessees certifying the accuracy of their statements regarding lead-based paint and/or lead-based paint hazards	TSCA §§ 15 and 409; Section 1018 of the Act; and 40 C.F.R. § 745.113(b)(6)
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29. Each of Respondent's failures to comply with the requirements of the Lead Disclosure Rule as identified in the chart in the preceding paragraph constitutes an independent violation of TSCA and the Act for which penalties may be individually assessed.

30. Based on the aforementioned EPA Inspections and documentation obtained and reviewed by EPA staff, EPA determined that Respondent, between at least June 2020 and March 2023, had repeatedly violated the RRP Rule. Specifically, EPA documented the following alleged violations of the RRP Rule committed by Respondent:

Lease Address	Work Orders and/or Date of Renovation Repair Work	Description of Violation	Statutory and Regulatory Citation of Violation
Trenton Housing Authority, 875 Willow Street, Trenton, N.J. 08638			
Mayor Donnelly (2 renovations) 1074 Southard St. 15 Beakes St 2 B	Work Order #172273 10/31/21 Work Order #163701 9/17/20	Failure or refusal to establish and maintain records or to make available or permit access to or copying of records	TSCA §§ 15 and 409; 40 C.F.R. § 745.87(b)

Woodrow Wilson (6 renovations) 7 Mellon St 2A 4 Eisenhower Ave 1 B 105 Coolidge Ave 3 C 3 Eisenhower 2 A 3 Oliver 1 A 3 Oliver 3 B	Work Order #162098 6/24/20 Work Order #163243 8/20/20 Work Order #163545 9/10/20 Work Order #164523 11/10/20 Work Order #166301 1/16/21 Work Order #167671 4/15/21		
All addresses listed immediately above for Mayor Donnelly and Woodrow Wilson Plus Mayor Donnelly Development (2 renovations) 155 Rossell Ave. 1082 Southard	All work orders and dates listed immediately above Work Order None (Performed by Do It All, LLC) Work Order None (Performed by Do It All, LLC)	Failure of firm to ensure all individuals performing renovation activities on behalf of firm are either certified renovators or have been trained by a certified renovator	TSCA §§ 15 and 409; 40 C.F.R. §§ 745.89 (d)(1) & (2)

31. Each of Respondent's failures to comply with the requirements of the RRP Rule as identified in the chart in the preceding paragraph constitutes an independent violation of TSCA and the Act for which penalties may be individually assessed.

32. On October 28, 2024, EPA sent Respondent a Pre-filing Notice of Potential Violations of TSCA Lead-Based Paint Requirements setting out the alleged violations of the Lead Disclosure Rule and RRP Rule requirements and extending an offer to meet. Following the issuance of the October 28, 2024 letter, the Parties met and/or communicated several times. At these meetings, EPA and HUD provided compliance assistance regarding the requirements of the Disclosure Rule and the RRP Rule, and of its compliance obligations thereunder, and Respondent demonstrated a commitment to compliance with the Lead Disclosure Rule and RRP Rule, including immediate institution of significant compliance measures and the development of the additional measures described below and incorporated into this CA/FO. THA committed to supply, and has in the interim months provided, compliance documentation, including RRP certificates obtained by its staff, and updated reports pertaining to lead-based paint testing.

33. Respondent submitted corporate financial information and documentation to EPA on March 13, 2026, demonstrating financial difficulty and supporting a reduction in the size of the civil penalty that potentially could be assessed for the violations alleged by EPA and HUD in this civil administrative proceeding.

CONSENT AGREEMENT

Based on the foregoing, and pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), and in accordance with the Consolidated Rules of Practice at 40 C.F.R. Part 22, it is hereby agreed by and

between the parties hereto, and voluntarily and knowingly accepted by Respondent, that

Respondent shall comply with the following terms:

34. For the purpose of this Consent Agreement, Respondent: (a) admits that EPA has jurisdiction pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a) to commence a civil administrative proceeding for the violations alleged herein; and (b) neither admits nor denies the specific factual allegations contained herein.

35. Respondent shall hereinafter maintain compliance with all applicable statutory provisions of TSCA, 15 U.S.C. § 2601 et seq., and the Act, 42 U.S.C. § 4852d, and the federal regulations at 40 C.F.R. Part 745.

Certifications:

36. Respondent certifies that it is currently in compliance with the statutory provisions of Subchapter IV of TSCA, 15 U.S.C. §§ 2681- 2692, Section 1018 of the Act, 42 U.S.C. § 4852d, and the federal regulations codified at 40 C.F.R. Part 745.

37. Respondent certifies that: (1) it has a current RRP Firm certification and such certification shall be renewed before its expiration date(s) (every 3 years); and (2) all of its maintenance staff who perform renovations are certified renovators and shall renew their individual certified renovator certifications before said certification expires while employed by THA.

38. Respondent certifies that it is aware of the lead-based paint regulations promulgated by the United States Department of Housing and Urban Development ("HUD") as the Lead Disclosure Rule, 24 C.F.R. Part 35, Subpart A, and the Lead Safe Housing Rule ("LSHR"), 24 C.F.R. Part 35, Subparts B, H, L and R, and of its compliance obligations thereunder.

39. Respondent certifies to the truth, accuracy and completeness of the financial information and documentation provided by Respondent on March 13, 2026, as well as the representations made relating to the Respondent's financial condition. EPA has relied on the accuracy of the information and documentation when agreeing to the civil penalty amount in Paragraph 64 of this Consent Agreement.

Compliance Obligations

40. The following Lead-Based Paint testing and Abatement work shall be performed:

a. No later than ninety (90) days after the Effective Date of this Consent

Agreement:

- i For Mayor Donnelly and Woodrow Wilson, Respondent shall complete 100% Lead-Based Paint Inspection testing of the units not already tested, including testing each building component.
 - ii For the other 4 complexes (Prospect Village, Lincoln Homes, Frazier Courts and Samuel Haverstick Homes), Respondent shall conduct a Lead-Based Paint Inspection based on testing procedures found in Chapter 7 of the HUD Guidelines.
 - iii Respondent shall provide a copy of each Lead-Based Paint inspection report to HUD and EPA within ten (10) days of receipt.
- b. No later than six (6) months after the Effective Date of this Consent Agreement, Respondent shall submit to HUD (with a copy to EPA) a plan for Lead-Based Paint Abatement work ("Abatement Plan") for any Subject Properties identified not to be Lead-Based Paint Free. The Abatement Plan shall be prepared by a certified Lead Abatement Supervisor and shall include the name of the certified abatement firm, a list of property addresses, including units, where Lead-Based Paint Abatement work will occur, information about the components to be abated, the method of abatement control chosen, and the names of certified abatement contractors who will perform required Lead-Based Paint Abatement work. The Abatement Plan shall be prepared to ensure that Lead-Based Paint Abatement work required by this Section is conducted in accordance with Chapter 12 and/or 13 of the HUD Guidelines, as applicable. After reviewing the Abatement Plan, HUD shall, in writing: (a) approve, in whole or in part, the submission; (b) approve the submission with

modifications; or (c) disapprove, in whole or in part, the submission, directing the Respondent to resubmit the document after modification to address HUD's comments. If HUD disapproves of or requires revisions to the Abatement Plan, in whole or in part, Respondent shall amend and submit to HUD (with a copy to EPA) a revised Abatement Plan which is responsive to the directions in HUD's comments, within thirty (30) days of receiving such comments. The Abatement Plan must be approved by HUD before any work is performed at the Subject Properties, pursuant to this Consent Agreement.

- c. No later than 1 month after approval of the Abatement Plan, Respondent shall submit to HUD (with a copy to EPA) a plan for ongoing operations and maintenance ("O & M Plan"). O & M shall be performed for all components where Abatement work was performed and/or Lead-Based Paint was identified and not removed. After reviewing the O & M Plan, HUD shall, in writing: (a) approve, in whole or in part, the submission; (b) approve the submission with modifications; or (c) disapprove, in whole or in part, the submission, directing the Respondent to resubmit the document after modification to address HUD's comments. If HUD disapproves of or requires revisions to the O & M Plan, in whole or in part, Respondent shall amend and submit to HUD (with a copy to EPA) a revised O & M Plan which is responsive to the directions in HUD's comments, within thirty (30) days of receiving such comments. The O & M Plan shall be prepared in accordance with Chapters 6 and 17 of the HUD Guidelines. Ongoing O & M shall be implemented at the completion of any Lead Abatement work in accordance with the Plan.
- d. At least ten (10) business days before the commencement of any Lead Abatement work, Respondent shall ensure that the Lead Abatement Supervisor prepares and submits a Notification for Lead-Based Paint Abatement Activities in accordance with State and/or local laws and/or regulations where the work is being performed, or 40 C.F.R. § 745.227, as applicable. This notice shall contain the date when Lead-Based Paint Abatement activities will start, the name of the certified Lead Abatement Supervisor performing the work, the property address, and a brief description of the Lead-Based Paint Abatement activities being performed. Respondent shall provide a copy of this notification electronically to HUD and EPA in accordance with Paragraph 50 at the same time as the notice is provided to the State and local jurisdiction.
- e. For each Subject Property identified as not Lead-Based Paint Free, the following Lead-Based Paint Abatement work shall be performed in the units, common areas, and exteriors of each Subject Property:
 - i. Within 2 years after approval of the Abatement Plan:

- a. Abatement through removal and replacement of interior components that can readily be removed and replaced, such as but not limited to doors, door frames, door casings windows, windowsills, window casings shelves, baseboards and crown molding.
 - b. Abatement through enclosure of large surface areas such as walls and ceilings.
 - c. Interim controls on interior and exterior metal components with a lead containing primer including metal door and window lintels, metal stair systems and fire escapes.
- ii. The Lead-Based Paint Abatement Work in Paragraph 40(e)(i)., above, shall commence within forty-five (45) days after approval of the Abatement Plan.
- f. In all housing where abatement of all lead-based paint and lead-based paint hazards required in paragraph (e) of this section has not yet occurred, Respondent shall conduct interim controls, in accordance with Section 35.1330, of the lead-based paint hazards identified in the most recent risk assessment.
 - i Interim controls of dwelling units in which any child who is less than 6 years of age resides and common areas serving those dwelling units shall be completed within ninety (90) days of the evaluation under Section 35.1330. If a unit becomes newly occupied by a family with a child of less than 6 years of age or such child moves into a unit, interim controls shall be completed within ninety (90) days after the new occupancy or move-in if they have not already been completed.
 - ii Interim controls in dwelling units not occupied by families with 1 or more children of less than 6 years of age, common areas servicing those units, and the remaining portions of the residential property shall be completed no later than twelve (12) months after completion of the evaluation conducted under Section 35.1115.
- g. Worksite preparation and occupant protection shall be in accordance with Chapter 8 of the HUD Guidelines. An Occupant Protection Plan shall be submitted to HUD (with a copy to EPA) for review and approval.
- h. A Clearance Examination must be completed by a certified Lead-Based Paint risk assessor in the building upon completion of final cleanup but before occupants are allowed to enter the work areas in accordance with Chapter 15 of the HUD Guidelines, TSCA Section 403, 15 U.S.C. § 2683, and 40 C.F.R.

§ 745.22(e)(8) and (9). Respondent shall submit the clearance examination report ("Clearance Report") to HUD (with a copy to EPA) within thirty (30) days of the receipt of the Clearance Report. The Clearance Report shall contain all results of dust samples analyzed at an EPA recognized National Laboratory Accreditation Program (NLLAP) accredited laboratory and the results of a visual assessment of work areas. If the results indicate that clearance is not achieved, Respondent shall repeat the cleaning procedures identified above and repeat dust clearance sampling within 5 days of the failed Clearance Examination and repeat this procedure until clearance has been attained. All additional Clearance Reports shall be submitted as described above.

41. To facilitate its future compliance with EPA's lead-based paint regulations, Respondent developed and adopted a "Lead Disclosure Rule Compliance Plan" dated May 2026 and a "Lead Safe Housing and Renovation, Repair and Painting Rules Compliance Plan," dated May 2026. The Lead Disclosure Rule Compliance Plan and the Lead Safe Housing and Renovation, Repair and Painting Rules (also referred to as LSHR-RRP) Compliance Plan, with appendices, are annexed hereto as Attachments 1 and 2 and each is fully incorporated by reference into this Consent Agreement. The Abatement Plan will be prepared by Trenton Housing Authority after lead testing is completed and the Abatement Plan will be provided to HUD and EPA within the time specified in Paragraph 40(b) above.

42. Respondent shall implement the Lead Disclosure Rule and the LSHR-RRP Rules Compliance Plan at all Target Housing, it manages. Implementation of these Plans is intended as an adjunct to the requirements of 40 C.F.R. Part 745 and 24 C.F.R. Part 35, Subpart A (Lead Disclosure Rule) and Subparts B-R (Lead-Safe Housing Rule) as an aid to compliance therewith. Adherence to the provisions of these Plans shall not be a substitute for compliance with the provisions of 40 C.F.R. Part 745, 24 C.F.R. Part 35 or any other federal, state, or local lead-based paint requirements, nor a defense of the failure to do so.

43. Where EPA and HUD have differing lead-based paint requirements for HUD's Lead Safe Housing Rule and EPA's Renovation, Repair and Painting Rule, Respondent shall comply with the more stringent of those two rules' requirements.

44. For compliance with the Lead Disclosure Rule, the Renovation, Repair and Painting Rule (and Lead Safe Housing Rule for HUD) Respondent shall submit a quarterly report (*i.e.*, every ninety (90) days) (hereinafter "Quarterly Reports") for a period of 1 year, with the first Quarterly Report due ninety (90) calendar days ("the Reporting Period") following the Effective Date of the Consent Agreement. The Reports shall be submitted to EPA and HUD and document the Respondent's implementation during the Reporting Period of the Lead Disclosure Rule the Renovation Repair and Painting Rule (and Lead Safe Housing Rule for HUD). For lead inspection, testing and abatement work, annual reports (hereinafter "Annual Reports") shall continue to be submitted to HUD (with a copy to EPA) beyond the one-year timeframe until all of the lead testing and abatement work is completed.

45. Each Quarterly Report and Annual Report shall be submitted by Respondent and received by EPA and HUD no later than fifteen (15) calendar days following the end of each Reporting Period.

46. With regard to the Lead Disclosure Rule Compliance Plan, each Quarterly Report shall state the total number of leases and lease renewals for Target Housing entered into in the previous ninety (90) days. The Report shall also include the following additional compliance information and documents regarding the leases and renewals entered into during the reporting period:

- a. The complete address of the units leased (building address and individual apartment unit numbers, if any).

- b. The effective date of the lease and the dates that the lead disclosure forms were signed by the lessee and Lessor.
- c. The name of each lessee and, if other than an employee of THA, the name and title of the agent signing for Lessor.
- d. Eight complete lease or lease renewals entered into during the preceding ninety (90) days at Mayor Donnelly and Woodrow Wilson complexes (sixteen (16) total; 8 for each development), plus 2 complete lease or lease renewals entered into during the preceding ninety (90) days at each of the other 4 complexes included in the universe of Target Housing for purposes of this settlement. Thus, a total of 8: 2 for each of the following developments: Prospect Village, Lincoln Homes, Frazier Courts and Samuel Haverstick Homes.
- e. A complete lease or lease renewal (*i.e.*, lease amendment or adjustment) for each unit leased shall include: the lease or lease renewal document, the Disclosure Rule Leasing Compliance Checklist (Appendix 1), and a Completed Lessor Disclosure Form (Attachment 3).

47. With regard to the Lead Safe Housing and Renovation Repair and Painting Rules

Compliance plan, each Quarterly Report shall provide a narrative summary of all Renovations¹ commenced (even if still underway at the time of the report) during the previous ninety (90) days, and shall include the following additional compliance information and documents:

- a. The complete address of any Renovation conducted or underway at the time of the report and the areas renovated or to be renovated (*e.g.*, building address, apartment unit number(s), common area, exterior) and proof that the Renovate Right Pamphlet was provided and to whom. (See Appendix IV of the Lead Safe Housing and Renovation Repair and Painting Rules Compliance Plan).
- b. The details of the Renovation work performed/still to be performed.
- c. Whether or not the Renovation site was/will be occupied or in use at the time of the renovation, and steps taken or to be taken to protect occupants.

¹ As defined in Paragraph 12, above, and 40 C.F.R. § 745.83

- d. If a Firm other than THA conducted or is to conduct the work, the name, address, and telephone number of the Firm who was/will be performing the work. Include a copy of the Firm's EPA-issued certification.
 - e. The name, address and telephone number of the individual who was/will be the on-site certified Renovator for the work and include a copy of the Renovator's training certificate. (See Appendix II of the LSHR-RRP Rules Compliance Plan for Certified Renovator Individual Certification).
 - f. The scheduled dates of the Renovation including start date and projected finish date.
 - g. A completed Pre-Renovation Occupant Acknowledgement Form, if applicable (Appendix V of the LSHR-RRP Rules Compliance Plan).
 - h. A completed Notice of Common Area Renovation form, if applicable (Appendix VI of the LSHR-RRP Rules Compliance Plan).
 - i. A completed RRP Renovation Recordkeeping Checklist (Appendix VII of the LSHR-RRP Rules Compliance Plan) for all renovations that are completed in the quarter. (For renovations still underway, depending on the state of the renovations, there are certain portions of the recordkeeping checklist (*i.e.*, work site properly cleaned after renovation; all chips and debris picked up, protective sheeting misted, folded dirty side inward, and taped for removal. Work areas surfaces and objects cleaned using HEPA vacuum and/or wet cloths or mops (interiors) etc.) that cannot be completed until that stage of the renovation is reached).
48. With regard to Lead-Based Paint testing and Abatement Work, if any Lead-Based Paint testing and/or Abatement Work occurred in Subject Properties in a Reporting Period, then Respondent shall include the following information in the Quarterly Report or Annual Report for that period and any periods in which the work continues:
- a. The status of Lead-Based Paint testing and/or Abatement Work performed under Paragraph 40, and a list of the property addresses and units where testing and/or Abatement Work has been completed and cleared during that reporting period;
 - b. Any and all information concerning the cost of the Lead-Based Paint testing and/or Abatement work, including Lead-Based Paint clearance examinations; and

- c. A list of the property addresses where Lead-Based testing and/or Abatement Work will occur during the next report period.

49. If no activities subject to the Disclosure Rule or RRP Rule (LSHR for HUD) or Lead-Based Paint testing and Abatement Work are undertaken in a given quarter, Respondent shall so state in the Quarterly Report for that quarter. For any activity in Target Housing that Respondent determines is exempt from the RRP Rule based solely on the results of lead-based paint testing, Respondent must provide test results that meet the requirements of 40 C.F.R. § 745.82 in the relevant quarterly report.

50. The Quarterly and Annual Reports shall be sent to the following addressees, by email:

Meghan LaReau
LaReau.Meghan@epa.gov

and

Bruce H. Aber
Aber.Bruce@epa.gov

And

Bruce Haber
HUD Office of Lead Hazard Control & Healthy Homes
Bruce.P.Haber@hud.gov

51. Each Quarterly Report and Annual Report shall contain the following certification signed by an authorized official of Respondent:

“I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information and to the best of my knowledge and belief, the information is true, accurate and complete. I am aware that there are significant potential penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.”

52. Within thirty (30) business days following receipt of each Quarterly and Annual Report, EPA and HUD will notify Respondent of any deficiencies identified in the Report(s) with respect to compliance with the Lead Disclosure Rule. EPA will notify Respondent (and HUD) of any deficiencies in the information reported with respect to the RRP Rule. Further, HUD will notify Respondent (and EPA) of any deficiencies in the information reported with respect to LSHR and the Lead Testing and/or Abatement Work performed. Respondent shall have ten (10) business days following receipt of the above notices to provide the missing information or thirty (30) days following receipt of the notice to correct the Lead-Based Paint testing and/or Abatement work. If EPA and HUD identify deficiencies that appear to indicate an underlying failure of substantive compliance with the relevant Rule, the notice shall so state and require Respondent to provide a narrative response and/or action to correct the underlying compliance deficiencies. Respondent shall have fifteen (15) business days following receipt of notice (or thirty (30) days following receipt of notice to correct the Lead-Based Paint testing and/or Abatement Work) in which to provide a narrative response explaining the apparent compliance failure and, if necessary, indicating how Respondent has corrected the identified compliance failure and if necessary, indicating how Respondent has corrected the identified compliance plan failure or plans (including a detailed schedule for achieving compliance). The time to respond and/or correct any deficiencies shall not extend or delay the due date for submitting the next scheduled Quarterly Report unless otherwise agreed to in writing by both Parties.

53. If in the future EPA and HUD believe that any of the certified information provided in the Quarterly Reports or Annual Reports is inaccurate, EPA and HUD will advise Respondent, in writing, of their belief and their basis for such and will afford Respondent thirty (30) calendar days

following receipt of notice to respond to EPA and HUD. If EPA and HUD still believe the certification(s) is (are) inaccurate, EPA may initiate a separate criminal investigation pursuant to 18 U.S.C. § 1001 et seq. or any other applicable law.

54. Delays:

- a. If any unforeseen event occurs which causes or may cause delays in the submission of the Quarterly Report(s) and/or Annual Report(s) for the Lead-Based Paint Testing and/or Abatement Work as required herein, Respondent shall notify EPA and HUD in writing within fourteen (14) days following the delay or Respondent's knowledge of the anticipated delay, whichever is earlier. The notice shall describe in detail the anticipated length of delay, the cause of the delay, the measures taken by Respondent to prevent or minimize delay, and any proposed adjustments to the timetable for the submission of the Quarterly Report or Annual Report for the Lead-Based Paint Testing and/or Abatement work, caused by the delay. Respondent shall adopt all reasonable measures to avoid or minimize any such delay.
- b. Failure by Respondent to comply with the notice requirements of this paragraph shall render this paragraph void and of no effect as to the particular event involved and may constitute a waiver of Respondent's right to request an extension of its obligation under this Consent Agreement based on such event.
- c. If the parties agree that the delay or anticipated delay in the submission of the Quarterly Report and/or Annual Reports or for the Lead-Based Paint Testing and/or Abatement work has been or will be caused by circumstances entirely beyond the control of Respondent, the time for performance hereunder may be extended for a period of no longer than the delay resulting from such circumstances.
- d. In the event that EPA and HUD do not agree that a delay in submitting the Quarterly Reports and/or Annual Reports or for the Lead-Based Paint Testing and/or Abatement work has been or will be caused by circumstances beyond the control of Respondent, EPA and HUD will notify Respondent in writing of their belief and their basis for such and will afford Respondent fifteen (15) business days following receipt of notice to respond to EPA and HUD. If EPA and HUD still believe that the delay has not been or will not be caused by circumstances beyond the control of the Respondent, then any such delays shall not be excused.

- e. The burden of proving that any delay is caused by circumstances entirely beyond the control of Respondent shall rest with Respondent.

55. Respondent may submit a written request to EPA and HUD for removal of certain buildings in Mayor Donnelly Homes, as a Subject Property under this Consent Agreement, for the purpose of conducting demolition of said Subject Property. Such request must be submitted within sixty (60) days of the date when all apartments in said buildings will be vacant and no new occupancy will occur, and shall include an explanation of the demolition plan, the expected vacancy schedule, and documentation in support of the request. Documentation should include the contract in place for the demolition(s), the name and contact information of the persons/companies performing the demolition, the date/time of the demolition, the duration of the demolition and details of how the demolition will be carried out. The request to remove a Subject Property from this Consent Agreement shall be subject to review and approval by EPA and HUD who, in their sole discretion, may approve or disapprove such request. If such request is approved, Respondent may cease the Lead-Based Paint testing and abatement work set forth in Paragraph 40 (or Paragraph 26 in the HUD-THA consent agreement). For any Subject Property that is not demolished and not vacant or reoccupied, Respondent will be required to complete the Lead-Based Paint testing and abatement work set forth in Paragraph 40 (or Paragraph 26 in the HUD—THA consent agreement) in accordance with the Abatement Work Plan.

Education and Training

56. Within 1 year of the Effective Date, THA shall arrange for the following mitigation measures: lessee education, employee training sessions, and property manager information distribution in the Target Housing as follows:

57. Lessee Education on Lead-Based Paint Hazards: THA shall host at least 3 lessee education sessions covering THA's target housing, at least 1 within ninety (90) days of the effective date of this agreement, another within one hundred and eighty (180) days of the effective date of this agreement and the last within three hundred and sixty (360) days of the effective date of this agreement. THA may request a short extension of the time for the performance of the lessee education sessions from the EPA and HUD addressees in Paragraph 50 above. Each session must include a question-and-answer component on the hazards of lead-based paint, methods of minimizing potential exposures that lessees can implement, and THA's obligations under the HUD Lead Safe Housing rule, the federal lead disclosure rule and the EPA Renovation Repair and painting rule.

58. For each lessee education session, THA shall:

- a. provide notice to each lessee and post and maintain notices in public areas accessible to lessees until the session(s) is/are completed.
- b. Ensure that the lessee education session is led by a qualified person who is experienced in educating adults on the hazards of lead-based paint, methods of minimizing potential exposures and knowledgeable on the lead-based paint regulations applicable to the housing authority.
- c. At least forty-five (45) days prior to the first lessee education session, seek and receive EPA and HUD approval of the content of the lessee education session, including on Lead Disclosure, RRP, LSHR, and approval of all written materials to be used (such materials to include FAQs and Answers and a link to resources available on the housing authority webpages), and identification of the trainer who will lead the educational session.
- d. Conduct the lessee education sessions at times lessees will be available, including after working hours, and provide refreshments and activities suitable for children (*e.g.*, movies, books, and age-appropriate snacks) designed to maximize attendance.

- e. Distribute the Federal *Protect Your Family From Lead Paint in Your Home* pamphlet to attendees. Make available copies of the pamphlet in languages spoken by residents including Spanish, Arabic, French, Chinese, Russian, Somali, Tagalog and Vietnamese for attendees who prefer a copy in those languages. (Copies in those languages may be found at <https://www.epa.gov/lead/protect-your-family-lead-your-home-english>.)
- f. Submit a written report to EPA and HUD within fifteen (15) days after each lessee education session, noting the number of attendees, the THA property developments where they reside, the name of the training provider presenting, and a summary of the questions asked by the attendees and the answers given.
- g. Record one of the sessions and post a recording of the complete session on THA's website for at least 1 year, along with any translation requested by lessees.

59. **Employee Training:** THA shall ensure the participation of designated staff at 3 types of employee training sessions for employees whose duties may include responsibilities related to compliance with 40 C.F.R. Part 745, Subpart F, 24 C.F.R. Part 35, Subpart A (Federal Lead Disclosure Rule), 40 C.F.R. Part 745, Subpart E (EPA's RRP Rule) and 24 C.F.R. Part 35, Subparts B-R (HUD's Lead Safe Housing Rule), as well as 40 C.F.R. Part 745, Subpart L (EPA's Abatement Rule). The 3 types of training shall cover:

(1) EPA-accredited RRP Training course for all THA maintenance staff that are not already RRP certified renovators.

(2) Lead Disclosure Rule training for all THA staff assigned to handle leasing and related activities.

(3) General lead regulatory awareness for all THA employees including management and executive staff to cover the federal and state regulations pertaining to lead-based paint, including but not limited to the Renovation, Repair and Painting rule, the Lead Disclosure

Rule, the Lead Safe Housing Rule, the Lead Abatement Activities rule and related state regulations and requirements.

THA shall hold at least one session for each of the 3 types of training and ensure attendance by all covered employees for at least one session of each relevant type of training. The first training session shall occur within one hundred and twenty (120) days of the effective date of the Consent Agreement, another within one hundred and eighty (180) days of the effective date of the Consent Agreement and the last within three hundred and sixty (360) days of the effective date of the Consent Agreement for any remaining employees. THA may request a short extension of the time for the performance of each of the 3 employee training sessions from the EPA and HUD addressees in Paragraph 50 above. Each training session must include a question and answer component. THA staff involved with any renovation or maintenance activity disturbing paint must be properly trained in lead safe work practices in accordance with 24 C.F.R. §§ 25.1330, 35.1350 and 40 C.F.R. §§ 745.85, 745.90; by completing the EPA Accredited RRP Training Course and attending a THA general lead regulatory awareness training session, as described above.

60. For each of the training sessions required under Paragraph 59, THA shall:
- a. Schedule each training session for a location and time convenient to employees at each building in the Target Housing. (Include also new employees hired during the term of the CA/FO). (The employees participating in training are in 'paid status'.')
 - b. Ensure the RRP certified renovator course is conducted by individuals who are EPA-accredited training providers under the EPA's lead-safe certification program.
 - c. At least forty-five (45) days prior to the first employee training session, seek and receive EPA and HUD approval of the content of the employee training sessions,

including all written materials (including FAQs and Answers) to be used, and of the trainer(s) who will lead the employee training sessions.

- d. Submit a written report to EPA (with a copy to HUD) no later than fifteen (15) days after each employee training session, noting the number and names of the attendees, the property name where each attendee works, the name of the training provider presenting the session, and a summary of all questions asked by the attendees and the answers given.
- e. THA may use either in-house staff or arrange for outside contractors for the lead disclosure rule training and the general lead regulations overview training, provided that such person and sessions comply with the paragraphs above. For the EPA Accredited RRP Training course, the course shall be conducted by individuals who are EPA-Accredited Training Providers under EPA's lead safe certification program.

61. **Information Distribution:** No later than one hundred and eighty (180) days after the Effective Date, THA shall distribute a RRP and LSHR fact sheet(s), approved by EPA and HUD, to contractors and THA maintenance staff, explaining what certifications are required for contractors and THA maintenance staff to perform Renovation work and steps they can take to become certified. Also, the fact sheet shall summarize lead-safe work practices. Respondent shall provide the fact sheet to the HUD and EPA addressees in Paragraph 50, above, at the same time as it distributes such fact sheet to contractors and THA maintenance staff. If the RRP and LSHR fact sheets are developed by EPA/HUD, then EPA/HUD does not need to pre-approve them.

62. **Website:** For the duration of the compliance period under the CAFO, THA will make available on its website, <https://www.tha-nj.org>, the HUD and EPA-approved written materials referenced in Paragraph 58 (lessee education).

63. (Certification): No later than 1 year after the Effective Date, THA, by the Chief Executive Officer, shall certify, in writing, to EPA and HUD under penalty of perjury that it has complied satisfactorily with Paragraphs 56 through 62, above.

Penalty:

64. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, EPA considered the nature, circumstances, extent, and gravity of the alleged violations; Respondent's ability to pay; the effect of the penalty on Respondent's ability to continue its operations; Respondent's history of prior violations; Respondent's degree of culpability; any economic benefit gained; and such other matters as justice requires. After consideration of the foregoing factors, EPA determined, and Respondent agrees, that a civil penalty in the amount of **One Hundred Thousand Dollars (\$100,000.00)** shall be assessed against the Respondent for the TSCA violations alleged herein.

65. Pursuant to 40 C.F.R. § 22.31(c), Respondent and EPA agree that payment of the civil penalty by Respondent is deferred until EPA issues a remittance or non-remittance notice.

66. EPA agrees to remit the entire penalty and issue a remittance notice upon Respondent's completion, to EPA's satisfaction (*i.e.*, EPA's written approval), of the final quarterly report demonstrating compliance with the Lead Disclosure Rule and the Renovation, Repair and Painting Rule and Respondent's submittal of the written certification (required under Paragraph 63 of the consent agreement) that it complied satisfactorily with Paragraphs 56 through 62 of this consent agreement concerning the requirements for lessee education, worker training and information distribution.

67. Unless the Parties agree in writing to a different date, EPA shall issue a remittance or non-remittance notice as follows: (1) for non-remittance---one hundred and twenty (120) calendar days following either of: (a) EPA's disapproval of the final Quarterly Report concerning compliance with the Lead Disclosure Rule and RRP Rule; or b) EPA's written determination that Respondent failed to provide the written certification (within the timeframe required under Paragraph 63 of this

consent agreement) that it complied satisfactorily with Paragraphs 56 through 62 of this consent agreement concerning the requirements for lessee education, worker training and information distribution; (2) for remittance—one hundred and twenty (120) calendar days following the later of: a) EPA’s approval of the final Quarterly Report demonstrating compliance with the Lead Disclosure Rule and RRP Rule, or b) the date of EPA’s receipt of the written certification (within the timeframe specified in Paragraph 63 of this consent agreement) of Respondent’s satisfactorily compliance with Paragraphs 56 through 62 of this consent agreement concerning the requirements for lessee education, worker training and information distribution.

68. If EPA in its sole discretion determines that the Respondent has failed to implement its compliance obligations under this CA/FO fully, timely, and satisfactorily, EPA may issue a non-remittance notice requiring Respondent to pay the full civil penalty amount in Paragraph 64, above, plus interest (at the rate established by the Secretary of the Treasury pursuant to 31 U.S.C. § 3717(a)(1)) accrued from the date of the issuance of the Final Order for this settlement. Any non-remittance notice will set forth the details of the penalty payment procedures and calculations. In no event shall Respondent pay any portion of the non-remitted civil penalty or interest thereon from federal funds restricted from use for such purpose by statute or regulation as determined by HUD.

69. Prior to making a determination that Respondent has failed to perform the compliance obligations contained herein and issuing a non-remittance notice, EPA will give Respondent written notice(s) of deficiencies and provide Respondent with thirty (30) calendar days to cure such deficiencies.

70. The parties shall use their best efforts informally and in good faith to resolve disputes and differences of opinion that may arise concerning provisions of this Order. Notwithstanding the above, if Respondent disagrees, in whole or in part, with any decision made by EPA and HUD pursuant to this Order with respect to the following:

1) adequacy, completeness, or timeliness of a Quarterly Report or Annual Report or Written

Certification of compliance with Paragraphs 56 to 62 above; or

2) an EPA determination to issue a non-remittance notice, pursuant to Paragraph 67 of this CA/FO, then Respondent shall notify EPA and HUD in writing of such objections and the basis (bases) within thirty (30) calendar days following receipt of EPA and HUD's disapproval, modification, decision, or directive. The notice shall set forth the specific points of the dispute, the position Respondent maintains, the basis for Respondent's position, and any matters Respondent considers necessary for EPA and HUD's determination. Following EPA and HUD's receipt of such written notice, EPA and HUD will provide Respondent with a decision in writing on the pending dispute, which decision shall be binding. The parties may continue to confer and to use informal efforts to resolve the dispute during the period that EPA and HUD's final determination is pending.

71. Respondent voluntarily and knowingly consents to the assessment of the civil penalty as set forth in this Consent Agreement and agrees to pay the penalty in accordance with the terms of this Consent Agreement and any further instructions transmitted by EPA in accordance with Paragraph 68. Full payment or remittance of the assessed penalty shall only resolve Respondent's liability for federal civil penalties for the alleged violations described in Paragraphs 28 –31, above. Full payment or remittance of this penalty shall not in any case affect the right of EPA, HUD or the

United States to pursue appropriate injunctive or other equitable relief or criminal sanctions or violations of law.

72. The civil penalty provided for herein is a “penalty” within the meaning of 26 U.S.C. § 162(f), and is not a deductible expenditure for purposes of federal, state, or local law.

General Provisions of Settlement:

73. Any responses, documentation, and communication submitted in connection with this Consent Agreement shall be sent to the EPA and HUD addressee(s) identified in Paragraph 50, above, by email. Unless the above-named EPA and HUD contacts are later advised otherwise in writing by email, EPA and HUD shall address any written future correspondence (including any correspondence related to payment of the penalty) to Respondent at the following addresses:

Clifford Godfrey, Executive Director
Trenton Housing Authority
cgodfrey@tha-nj.org

and

David Truelove, Esq.
General Counsel
Trenton Housing Authority
dtruelove@hillwallack.com

74. Respondent consents to the use of electronic signatures in this matter and to service upon it of a copy of this CA/FO by an EPA employee other than the Regional Hearing Clerk via electronic mail. Delivery of the fully executed documents to the email addresses in Paragraph 73, above, shall constitute Respondent’s receipt and acceptance of the CA/FO.

75. Respondent has read the Consent Agreement, understands its terms, finds it to be reasonable, and knowingly and voluntarily consents to its issuance and its terms. Respondent agrees

that this CA/FO constitutes the entire agreement between the parties and all terms of settlement are set forth herein.

76. Nothing in this document is intended nor shall be construed to waive, prejudice, or otherwise affect the right of EPA, HUD or the United States, from pursuing any appropriate remedy, sanction or penalty prescribed by law 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 other applicable provision of law.

77. Respondent waives its right to a judicial or administrative hearing on any issue of law or fact set forth in the CA/FO and any rights it may have to appeal this Consent Agreement and the accompanying Final Order.

78. 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.

79. Respondent agrees not to contest the validity or any term of this CA/FO in any action brought: a) by the United States, including EPA or HUD, to enforce this CA/FO; or b) to enforce a judgment relating to this CA/FO. Any failure by Respondent to perform fully any requirement herein will be considered a violation of this CA/FO and may subject Respondent to a civil judicial action by the United States to enforce the provisions of this Consent Agreement and Final Order.

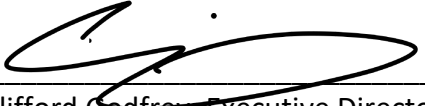
80. This CA/FO does not waive, extinguish, or otherwise affect Respondent's obligation to comply with all applicable provisions of TSCA and the Act, the regulations promulgated thereunder,

or any other provisions of federal, state, or local law. Nothing in this CA/FO shall be construed as a ruling on, or determination of, any issue related to any federal, state, or local law.

81. The terms of this CA/FO bind the Respondent, its successors, and assigns. The signatory for Respondent certifies that he or she is duly and fully authorized to enter into this Consent Agreement and all the terms and conditions set forth in this Consent Agreement.

82. Each party hereto agrees to bear its own costs and fees in this matter.

Trenton Housing Authority, Respondent

BY: 

Clifford Godfrey, Executive Director

DATE: _____6/11/2026_____

Complainant

Doughlas McKenna, Acting Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 2
290 Broadway, 21st Floor
New York, New York 10007-1866

DATE: _____

FINAL ORDER

The Regional Administrator of the U.S. Environmental Protection Agency, Region 2, concurs in the foregoing Consent Agreement in the case of In the Matter of Trenton Housing Authority, Docket Number TSCA-02-2026-9169. Said Consent Agreement, having been duly accepted and entered into by the parties, is hereby ratified, incorporated into, and issued as this Final Order. The effective date of this Order shall be the date of filing with the Regional Hearing Clerk of EPA - Region 2 (40 C.F.R. § 22.31(b)). This Final Order is being entered pursuant to the authority of 40 C.F.R. § 22.18(b)(3) and shall constitute an order issued under Section 16 of the Toxic Substances Control Act, 15 U.S.C. § 2615.

Michael R. Martucci
Regional Administrator
U.S. Environmental Protection Agency –
Region 2
290 Broadway, 26th Floor
New York, New York 10007-1866