

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1

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IN THE MATTER OF:)

THE COMMUNITY BUILDERS, INC.,)
CHAUNCY HOUSE LIMITED PARTNERSHIP,)
CHURCHILL HOMES II LIMITED PARTNERSHIP,)
CINQUE GREEN LIMITED PARTNERSHIP,)
DARTMOUTH TCB LIMITED PARTNERSHIP,)
FRANKLIN SCHOOL HOUSING LIMITED)
PARTNERSHIP,)
KENSINGTON SQUARE I LIMITED PARTNERSHIP,)
KENSINGTON SQUARE II LIMITED PARTNERSHIP,)
PLUMLEY VILLAGE LLC,)
PROJECT III HOUSING CORPORATION,)
TCB CORKY ROW I LIMITED PARTNERSHIP,)
TCB FRANKLIN PARK LIMITED PARTNERSHIP,)
TCB LM 2 LIMITED PARTNERSHIP,)
TCB NIAGARA LIMITED PARTNERSHIP,)
WESTFIELD 202, INC.,)
WORCESTER LOFTS LIMITED PARTNERSHIP,)
95 Berkeley Street,)
Boston, Massachusetts)

CENTRAL GRAMMAR LIMITED PARTNERSHIP)
28 Dale Avenue,)
Gloucester, Massachusetts)

PARK WEST RESIDENTS ASSOCIATION, INC.)
178-B Terrace Drive,)
Vernon, Connecticut)

PUERTA DE LA ESPERANZA LLC)
401 Main Street,)
Holyoke, Massachusetts)

SOUTH CANAL LIMITED PARTNERSHIP)
70 Federal Street,)
Boston, Massachusetts)

COMPLAINT AND
NOTICE OF
OPPORTUNITY FOR
ADMINISTRATIVE
HEARING

Docket No.
TSCA-01-2008-0079

SOUTH CITY HOUSING LIMITED PARTNERSHIP,)
 SOUTH HOLYOKE LIMITED PARTNERSHIP)
 562 South Summer Street,)
 Holyoke, Massachusetts)
)
 SOUTH SUMMER STREET ASSOCIATES)
 LIMITED PARTNERSHIP)
 550 South Summer Street,)
 Holyoke, Massachusetts)
)
 VERANO APARTMENTS LIMITED)
 PARTNERSHIP)
 322 Main Street, Suite 1,)
 Springfield, Massachusetts,)
)
 Respondents.)
)
 Proceeding under Section 16(a) of the)
 of the Toxic Substances Control Act,)
 42 U.S.C. § 2615(a).)
 _____)

I. STATEMENT OF AUTHORITY

1. This Complaint and Notice of Opportunity for Administrative Hearing (“Complaint”) is issued pursuant to Section 16(a) of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2615(a), 40 C.F.R. § 745.118, and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders, and the Revocation, Termination or Suspension of Permits (“Consolidated Rules of Practice”), 40 C.F.R. Part 22. The Complainant is the Enforcement Manager, Office of Environmental Stewardship, United States Environmental Protection Agency, Region 1.

II. NATURE OF THE ACTION

2. The Respondents in this action, The Community Builders, Inc. (“TCB”) and Chauncy

House Limited Partnership, Churchill Homes II Limited Partnership, Central Grammar Limited Partnership, Cinque Green Limited Partnership, Dartmouth TCB Limited Partnership, Franklin School Housing Limited Partnership, Kensington Square I Limited Partnership, Kensington Square II Limited Partnership, Park West Residents Association, Inc., Plumley Village LLC, Project III Housing Corporation, Puerta de la Esperanza LLC, South Canal Limited Partnership, South City Housing Limited Partnership, South Holyoke Limited Partnership, South Summer Street Associates Limited Partnership, TCB Corky Row I Limited Partnership, TCB Franklin Park Limited Partnership, TCB LM 2 Limited Partnership, TCB Niagara Limited Partnership, Verano Apartments Limited Partnership, Westfield 202, Inc. and Worcester Lofts Limited Partnership (collectively, the “Property Owners”), are hereby notified of the Enforcement Manager’s determination that they have violated TSCA Section 409, 15 U.S.C. § 2689, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (“the Act”), 42 U.S.C. §§ 4851 *et seq.*, and federal regulations promulgated thereunder, entitled *Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property*, set forth in 40 C.F.R. Part 745, Subpart F (the “Disclosure Rule”). Complainant seeks civil penalties pursuant to TSCA Section 16, 15 U.S.C. § 2615, which provides that violations of TSCA Section 409 are subject to the assessment by Complainant of civil and/or criminal penalties. In support of its Complaint, Complainant alleges the following:

III. STATUTORY AND REGULATORY BACKGROUND

3. In 1992, Congress passed the Act in response to findings that low-level lead poisoning is 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.

One of the stated purposes of the Act is to ensure that the existence of lead-based paint hazards is taken into account in the rental of homes and apartments.

4. In 1996, the United States Environmental Protection Agency ("EPA") promulgated regulations to implement the Act. These regulations (the Disclosure Rule) are set forth at 40 C.F.R. Part 745, Subpart F.

5. Pursuant to TSCA Section 401(17), 15 U.S.C. § 2681(17), and 40 C.F.R. § 745.103, the housing stock addressed by the Act is termed "target housing." "Target housing" is defined as any housing constructed prior to 1978, except housing for the elderly or disabled, or any 0-bedroom dwelling.

6. The Disclosure Rule requires sellers and lessors of target housing to, among other things:

- a) provide to purchasers and lessees a lead hazard information pamphlet;
- b) disclose the presence of any known lead-based paint and/or lead-based paint hazards, and provide available records of the same;
- c) ensure that the contract to lease or sell includes a Lead Warning Statement; and,
- d) ensure that the contract to lease or sell includes a statement by the lessor or seller disclosing the presence of known lead-based paint or lead-based paint hazards, or indicating no knowledge thereof.

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 the requirements of the Disclosure Rule is a violation of TSCA Section 409.

8. Section 16(a)(1) of TSCA, 15 U.S.C. § 2615(a)(1), provides that any person who

violates a provision of TSCA Section 409 shall be liable to the United States for a civil penalty.

9. Section 1018(b)(5) of the Act and 40 C.F.R. § 745.118(f) provide that, for purposes of enforcing the Disclosure Rule under TSCA, the penalty for each violation occurring after July 28, 1997, shall be no more than \$11,000.

IV. GENERAL ALLEGATIONS

10. Respondent TCB is a non-profit corporation organized under the laws of Massachusetts with a principal place of business located at 95 Berkeley Street, Boston, Massachusetts. TCB is a housing development and property management company.

11. Respondent Chauncy House Limited Partnership is a limited partnership organized under the laws of Massachusetts with a principal place of business located at 95 Berkeley Street, Boston, Massachusetts.

12. Respondent Churchill Homes II Limited Partnership is a limited partnership organized under the laws of Massachusetts with a principal place of business located at 95 Berkeley Street, Boston, Massachusetts.

13. Respondent Cinque Green Limited Partnership is a limited partnership organized under the laws of Connecticut with a principal place of business located at 95 Berkeley Street, Boston, Massachusetts.

14. Respondent Dartmouth TCB Limited Partnership is a limited partnership organized under the laws of Massachusetts with a principal place of business located at 95 Berkeley Street, Boston, Massachusetts.

15. Respondent Franklin School Housing Limited Partnership is a limited partnership organized under the laws of Massachusetts with a principal place of business located at 95

Berkeley Street, Boston, Massachusetts.

16. Respondent Kensington Square I Limited Partnership is a limited partnership organized under the laws of Connecticut with a principal place of business located at 95 Berkeley Street, Boston, Massachusetts.

17. Respondent Kensington Square II Limited Partnership is a limited partnership organized under the laws of Connecticut with a principal place of business located at 95 Berkeley Street, Boston, Massachusetts.

18. Respondent Plumley Village LLC is a limited liability company organized under the laws of Massachusetts with a principal place of business located at 95 Berkeley Street, Boston, Massachusetts.

19. Respondent Project III Housing Corporation is a non-profit corporation organized under the laws of Massachusetts with a principal place of business located at 95 Berkeley Street, Boston, Massachusetts.

20. Respondent TCB Corky Row I Limited Partnership is a limited partnership organized under the laws of Massachusetts with a principal place of business located at 95 Berkeley Street, Boston, Massachusetts.

21. Respondent TCB Franklin Park Limited Partnership is a limited partnership organized under the laws of Massachusetts with a principal place of business located at 95 Berkeley Street, Boston, Massachusetts.

22. Respondent TCB LM 2 Limited Partnership is a limited partnership organized under the laws of Massachusetts with a principal place of business located at 95 Berkeley Street, Boston, Massachusetts.

23. Respondent TCB Niagara Limited Partnership is a limited partnership organized under the laws of Massachusetts with a principal place of business located at 95 Berkeley Street, Boston, Massachusetts.

24. Respondent Westfield 202, Inc. is a non-profit corporation organized under the laws of Massachusetts with a principal place of business located at 95 Berkeley Street, Boston, Massachusetts.

25. Respondent Worcester Lofts Limited Partnership is a limited partnership organized under the laws of Massachusetts with a principal place of business located at 95 Berkeley Street, Boston, Massachusetts.

26. Respondent Central Grammar Limited Partnership is a limited partnership organized under the laws of Massachusetts with a principal place of business located at 28 Dale Avenue, Gloucester, Massachusetts.

27. Respondent Park West Residents Association, Inc. is a corporation organized under the laws of Connecticut with a principal place of business located at 178-B Terrace Drive, Vernon, Connecticut.

28. Respondent Puerta de la Esperanza LLC is a limited liability company organized under the laws of Massachusetts with a principal place of business located at 401 Main Street, Holyoke, Massachusetts.

29. Respondent South Canal Limited Partnership is a limited partnership organized under the laws of Massachusetts with a principal place of business located at 70 Federal Street, Boston, Massachusetts.

30. Respondent South City Housing Limited Partnership is a limited partnership

organized under the laws of Massachusetts with a principal place of business located at 562 South Summer Street, Holyoke, Massachusetts.

31. Respondent South Holyoke Limited Partnership is a limited partnership organized under the laws of Massachusetts with a principal place of business located at 562 South Summer Street, Holyoke, Massachusetts.

32. Respondent South Summer Street Associates Limited Partnership is a limited partnership organized under the laws of Massachusetts with a principal place of business located at 550 South Summer Street, Holyoke, Massachusetts.

33. Respondent Verano Apartments Limited Partnership is a limited partnership organized under the laws of Massachusetts with a principal place of business located at 322 Main Street, Suite 1, Springfield, Massachusetts.

34. At the time of the violations alleged in this Complaint, TCB and/or the Property Owners offered for lease the apartments in the properties described in Paragraph 35, below. Accordingly, each of the Respondents is a "lessor" as defined in 40 C.F.R. § 745.103.

35. At all times relevant to the allegations in this Complaint, TCB and/or the Property Owners offered for lease approximately 2,224 apartments within properties located at the following addresses:

Property Name/Location	No. Units	Year Constructed (approx.)	Property Owner
Central Grammar Apartments (Gloucester, MA)	80	1889	Central Grammar L.P.
Chauncy House (Boston, MA)	88	1922	Chauncy House L.P.
Churchill Homes II (Holyoke, MA)	50	Between 1910 and 1920	Churchill Homes II L.P.
Church Street South (New Haven, CT)	301	1961	Cinque Green L.P.
Dartmouth TCB (Boston, MA)	83	1910	Dartmouth TCB L.P.
Franklin School Apartments (Lexington, MA)	38	1933	Franklin School Housing L.P.

Kensington Square I (New Haven, CT)	120	1920	Kensington Square I L.P.
Kensington Square II (New Haven, CT)	96	1920	Kensington Square II L.P.
Park West Apartments (Vernon, CT)	190	1972	Park West Residents Assoc., Inc.
Plumley Village East (Worcester, MA)	430	1971	Plumley Village LLC
153 Worcester Street (Boston, MA)	31	1899	Project III Housing Corporation
Puerta de la Esperanza (Holyoke, MA)	33	Pre-1978	Puerta de la Esperanza LLC
South View Apartments (Holyoke, MA)	127	Pre-1978	South Canal L.P.
Phoenix Apartments (Holyoke, MA)	66	Pre-1978	South City Housing L.P.
South Holyoke Housing (Holyoke, MA)	48	Pre-1978	South Holyoke L.P.
South Summer Street (Holyoke, MA)	16	Pre-1978	South Summer Street Assocs. L.P.
Corky Row (Fall River, MA)	27	1900	TCB Corky Row I L.P.
Franklin Park Apartments (Dorchester, MA)	224	1900	TCB Franklin Park L.P.
330 and 356 Haverhill Street (Lawrence, MA)	22	1900	TCB LM 2 L.P.
Niagara Court (Fall River, MA)	40	1893	TCB Niagara L.P.
Odd Fellows (Worcester, MA)	24	Pre-1978	Worcester Lofts L.P.
Verano Apartments (Springfield, MA)	44	1900s (pre-1978)	Verano Apartments L.P.
East Mountain View (Westfield, MA)	46	1930	Westfield 202, Inc.

36. Each of the apartment units associated with the properties referred to in Paragraph 35 are or were, at the time of the violations alleged in this Complaint, "target housing," as defined in 40 C.F.R. § 745.103. None of the apartments satisfies the requirements for an exemption to the provisions of the Act or the Disclosure Rule.

37. In November 2001 and May 2005, authorized representatives of EPA conducted on-site inspections at the Franklin Park Apartments in Dorchester, Massachusetts. During the November 2001 inspection, the EPA inspectors were accompanied by staff from the United States Department of Housing and Urban Development and the Massachusetts Attorney General's Office.

38. On September 8, 2005, EPA issued a Notice of Noncompliance and Information Request Letter to TCB. The Notice of Noncompliance and Information Request Letter notified TCB of violations of the Disclosure Rule identified by EPA inspectors during the November 2001 and May 2005 inspections and requested additional information necessary to assess TCB's compliance with the Disclosure Rule at the Franklin Park Apartments.

39. On or about October 25, 2005, TCB submitted information and records to EPA in response to the Notice of Noncompliance and Information Request Letter.

40. On January 12, 2006, EPA issued a subpoena to TCB, identified as TSCA Subpoena No. TSCA-01-2005-028 (the "Subpoena"), under Section 11(c) of TSCA, 15 U.S.C. § 2610(c). The Subpoena sought information necessary to assess TCB's compliance with the Disclosure Rule at the properties listed in Paragraph 35 (hereinafter, "the Properties"). The Subpoena also sought information related to renovations and repairs conducted at the Properties.

41. In response to the Subpoena, EPA received copies of documents related to hundreds of lease transactions, including leases, lead disclosure forms and records and reports regarding lead-based paint associated with the Properties. EPA also received information about renovations and repairs at a number of the apartment units associated with the Properties.

V. VIOLATIONS

42. EPA has identified the following violations of the Act and the Disclosure Rule based on documents and other information obtained from TCB during EPA's May 2005 inspection and in the Subpoena response:

FIRST COUNT
Failure to Provide Lead Hazard Information Pamphlet

43. Paragraphs 1 through 42, above, are incorporated by reference as if fully set forth herein.

44. Pursuant to 40 C.F.R. § 745.107(a)(1), a lessor is required to provide a lessee, before the lessee is obligated under any contract to lease target housing, with an EPA-approved lead hazard information pamphlet entitled *Protect Your Family From Lead in Your Home* or an equivalent pamphlet that has been approved for use in particular states by EPA (such as the publication entitled *Massachusetts Tenant Lead Law Notification*).

45. Respondents TCB and Churchill Homes II Limited Partnership failed to provide the following tenants with an EPA-approved lead hazard information pamphlet before the tenants entered into a contract to lease the specific apartments indicated below:

- a) Antonia Matos and Juan Morales, who became obligated to rent 319 Chestnut St., 4R, Holyoke, MA, on or about September 1, 2004;
- b) Carmen Gonzalez, who became obligated to rent 319 Chestnut St., 2R, Holyoke, MA, on or about September 25, 2003;
- c) Rosa Guzman, who became obligated to rent 319 Chestnut St., 2L, Holyoke, MA, on or about September 25, 2003;
- d) Estrella Orengo, who became obligated to rent 319 Chestnut St., 1L, Holyoke, MA, on or about September 30, 2003;
- e) Jose Duque, who became obligated to rent 319 Chestnut St., 1L, Holyoke, MA, on or about September 30, 2003;
- f) Julia Maysonet, who became obligated to rent 319 Chestnut St., 4L, Holyoke, MA, on or about September 24, 2003;
- g) Francisco Bonilla and Carmen Flores, who became obligated to rent 319 Chestnut St., 5R, Holyoke, MA, on or about September 29, 2003;
- h) Madeline Rodriguez, who became obligated to rent 319 Chestnut St., 5L, Holyoke, MA, on or about September 24, 2003;
- i) Lucila Roldan, who became obligated to rent 136 Sargent St., 1L, Holyoke, MA, on or about August 29, 2003;
- j) Marilu Sanchez, who became obligated to rent 136 Sargent St., 2L, Holyoke, MA, on or about August 26, 2003;
- k) Pedro Hernandez, who became obligated to rent 317 Chestnut St., 2R, Holyoke, MA, on or about September 25, 2003;

- l) Aurea Garcia, who became obligated to rent 317 Chestnut St., 2L, Holyoke, MA, on or about September 24, 2003;
- m) Aristides and Maria Colon, who became obligated to rent 132 Sargent St., 1L, Holyoke, MA, on or about September 29, 2003;
- n) Bienvenida Ortiz, who became obligated to rent 132 Sargent St., 2R, Holyoke, MA, on or about September 24, 2003;
- o) William Torres, who became obligated to rent 132 Sargent St., 2L, Holyoke, MA, on or about September 24, 2003;
- p) Maria Vega, who became obligated to rent 132 Sargent St., 3L, Holyoke, MA, on or about September 25, 2003;
- q) Julia Gonzalez, who became obligated to rent 132 Sargent St., 3R, Holyoke, MA, on or about September 25, 2003;
- r) Maria Rivera, who became obligated to rent 132 Sargent St., 4L, Holyoke, MA, on or about September 29, 2003;
- s) Josepha Morales, who became obligated to rent 293 Chestnut Street, 293, Holyoke, MA, on or about September 1, 2004;
- t) Mary A, who became obligated to rent 132 Sargent St., 5R, Holyoke, MA, on or about September 29, 2003.

46. Respondents TCB and Cinque Green Limited Partnership failed to provide the following tenants with an EPA-approved lead hazard information pamphlet before the tenants entered into a contract to lease the specific apartments indicated below:

- a) Ana Rivera, who became obligated to rent Great Green, 3B, New Haven, CT, on or about August 1, 2004;
- b) Efrain Luciano, who became obligated to rent Great Green, 6A, New Haven, CT, on or about August 1, 2005;
- c) Natausha Harrington, who became obligated to rent Malcolm Court, 1B, New Haven, CT, on or about September 1, 2004;
- d) Alicia Moseley, who became obligated to rent Malcolm Court, 2B, New Haven, CT, on or about June 1, 2004;
- e) Ana Blanco-Garcia, who became obligated to rent Malcolm Court, 3A, New Haven, CT, on or about June 1, 2004;
- f) Anamaris Nieves, who became obligated to rent Malcolm Court, 4A, New Haven, CT, on or about August 1, 2005;
- g) Loretta Hall, who became obligated to rent Malcolm Court, 5C, New Haven, CT, on or about August 1, 2004;
- h) Aracelis Soto, who became obligated to rent Malcolm Court, 6B, New Haven, CT, on or about August 1, 2005;
- i) Ramon Manzuata, who became obligated to rent Little Green, 1A, New Haven, CT, on or about September 1, 2004;
- j) Janice Starke, who became obligated to rent Little Green, 3A, New Haven, CT, on or about September 1, 2004;
- k) Nora Colon, who became obligated to rent Little Green, 3B, New Haven, CT, on or about August 1, 2004;

- l) Kathryn Ford, who became obligated to rent Little Green, 3C, New Haven, CT, on or about July 1, 2004;
- m) Monique Edwards, who became obligated to rent Little Green, 4A, New Haven, CT, on or about July 1, 2004;
- n) Tyra Robinson, who became obligated to rent Malcolm Court, 10A, New Haven, CT, on or about August 1, 2005;
- o) Natalie Gonzalez, who became obligated to rent Malcolm Court, 10C, New Haven, CT, on or about June 21, 2004;
- p) Migdalin Torres, who became obligated to rent Malcolm Court, 11C, New Haven, CT, on or about August 1, 2004;
- q) Barbara Nieves, who became obligated to rent Malcolm Court, 12A, New Haven, CT, on or about June 1, 2004;
- r) Lena Gause, who became obligated to rent Malcolm Court, 13C, New Haven, CT, on or about July 1, 2004;
- s) Manuel Maldonado, who became obligated to rent Malcolm Court, 14B, New Haven, CT, on or about June 1, 2004;
- t) Darlene Silbert, who became obligated to rent Malcolm Court, 8B, New Haven, CT, on or about August 1, 2004;
- u) Lillian Segui, who became obligated to rent South Orange, 74B, New Haven, CT, on or about September 1, 2005;
- v) Adrianna Gonzalez, who became obligated to rent South Orange, 74C, New Haven, CT, on or about July 19, 2004;
- w) Marilyn Valazquez, who became obligated to rent South Orange, 76A, New Haven, CT, on or about August 1, 2004;
- x) Olga Nieves, who became obligated to rent South Orange, 80C, New Haven, CT, on or about August 1, 2005;
- y) Altagracia Luciano, who became obligated to rent DeDiego Court, 10B, New Haven, CT, on or about August 1, 2004;
- z) Verisa Allen, who became obligated to rent DeDiego Court, 10C, New Haven, CT, on or about August 1, 2004;
- aa) Charleen Ortiz, who became obligated to rent DeDiego Court, 12C, New Haven, CT, on or about July 26, 2004;
- bb) Betzarda G., who became obligated to rent DeDiego Court, 9A, New Haven, CT, on or about September 1, 2004;
- cc) Latoya Davis, who became obligated to rent Christopher Green, 14C, New Haven, CT, on or about September 1, 2004;
- dd) Patricia Mitchell, who became obligated to rent Jose Marti Court, 1A, New Haven, CT, on or about August 1, 2004;
- ee) Celia Torres, who became obligated to rent Jose Marti Court, 2A, New Haven, CT, on or about August 1, 2004;
- ff) Nancy Rodriguez, who became obligated to rent Jose Marti Court, 3C, New Haven, CT, on or about September 1, 2004;
- gg) Johanny Rhobes, who became obligated to rent Jose Marti Court, 6A, New Haven, CT, on or about September 1, 2004;
- hh) Vanessa Deida, who became obligated to rent Jose Marti Court, 6C, New Haven, CT, on or about September 17, 2004;
- ii) Mirla Morales, who became obligated to rent Jose Marti Court, 10C, New Haven, CT, on or about August 1, 2005;

- jj) Carmen Falero, who became obligated to rent Jose Marti Court, 11A, New Haven, CT, on or about September 1, 2004;
- kk) Judith Matos, who became obligated to rent Jose Marti Court, 8A, New Haven, CT, on or about August 1, 2005;
- ll) Meredith Barero, who became obligated to rent Jose Marti Court, 9B, New Haven, CT, on or about August 1, 2004;
- mm) Carmen Santiago, who became obligated to rent Cinque Green, 15A, New Haven, CT, on or about July 1, 2004;
- nn) Berthine Robbins, who became obligated to rent Cinque Green, 10A, New Haven, CT, on or about August 1, 2004;
- oo) Irene Santana, who became obligated to rent Cinque Green, 11C, New Haven, CT, on or about August 1, 2004;
- pp) Luis Ponce, who became obligated to rent Cinque Green, 12A, New Haven, CT, on or about August 1, 2004;
- qq) Ramonita Arroyo, who became obligated to rent Cinque Green, 13A, New Haven, CT, on or about September 1, 2004;
- rr) Neva Montalvo, who became obligated to rent Cinque Green, 2B, New Haven, CT, on or about August 1, 2004;
- ss) Brenda Delgado, who became obligated to rent Cinque Green, 3B, New Haven, CT, on or about June 10, 2004;
- tt) Maria Vazquez, who became obligated to rent Cinque Green, 5B, New Haven, CT, on or about August 1, 2005;
- uu) Carolyn Kornegay, who became obligated to rent Church St. South, 111B, New Haven, CT, on or about August 1, 2004;
- vv) Carmen Santiago, who became obligated to rent Church St. South, 113B, New Haven, CT, on or about September 1, 2004;
- ww) Sandra Luciano, who became obligated to rent Columbus Ave., 101A, New Haven, CT., on or about August 1, 2004;
- xx) Yolanda Matos, who became obligated to rent Columbus Ave., 95C, New Haven, CT, on or about September 1, 2004;
- yy) Luz Dippini, who became obligated to rent Columbus Ave., 97A, New Haven, CT, on or about September 1, 2004;
- zz) Anna Colvin, who became obligated to rent Columbus Ave., 99B, New Haven, CT, on or about July 1, 2004;
- aaa) Shirelle Smith, who became obligated to rent Great Green, 2B, New Haven, CT, on or about September 1, 2004;
- bbb) Ann Thomas, who became obligated to rent Station Court, 1A, New Haven, CT, on or about September 1, 2004;
- ccc) Consuelo Rivera, who became obligated to rent Station Court, 6C, New Haven, CT, on or about September 1, 2004;
- ddd) Ivette Rivas, who became obligated to rent Station Court, 7B, New Haven, CT, on or about August 1, 2005;
- eee) Nilda Cortes, who became obligated to rent Station Court, 8C, New Haven, CT, on or about September 1, 2004;
- fff) Latasha Vereen, who became obligated to rent Station Court, 16A, New Haven, CT, on or about August 1, 2005;
- ggg) Janiris Quinonez, who became obligated to rent Station Court, 17C, New Haven, CT, on or about August 1, 2004;

- hhh) Yolanda Vargas, who became obligated to rent Station Court, 18A, New Haven, CT, on or about June 4, 2004;
- iii) Lydia Alicea, who became obligated to rent Station Court, 19A, New Haven, CT, on or about July 1, 2004;
- jjj) Daisy Matos, who became obligated to rent Church St. South, 137B, New Haven, CT, on or about August 1, 2004;
- kkk) Moraima Maldonado, who became obligated to rent Church St. South, 139C, New Haven, CT, on or about June 1, 2004;
- lll) Wanda Ortiz, who became obligated to rent Church St. South, 141B, New Haven, CT, on or about September 1, 2004;
- mmm) Jannette Berrios, who became obligated to rent Church St. South, 145C, New Haven, CT, on or about September 1, 2004;
- nnn) Odalis Carmona, who became obligated to rent Church St. South, 147C, New Haven, CT, on or about September 1, 2005;
- ooo) Naomi Santiago, who became obligated to rent Church St. South, 149A, New Haven, CT, on or about July 1, 2004;
- ppp) Debra Davis, who became obligated to rent Christopher Green, 2C, New Haven, CT, on or about September 1, 2004;
- qqq) Katiana Mirvil, who became obligated to rent Christopher Green, 2A, New Haven, CT, on or about September 1, 2004;
- rrr) Daisy Bonilla, who became obligated to rent Christopher Green, 3C, New Haven, CT, on or about September 1, 2004;
- sss) Marisol Roman, who became obligated to rent Christopher Green, 4B, New Haven, CT, on or about July 1, 2004;
- ttt) Mattie Scott, who became obligated to rent Christopher Green, 5A, New Haven, CT, on or about August 1, 2004;
- uuu) Leslie Cepeda, who became obligated to rent Christopher Green, 5B, New Haven, CT, on or about August 1, 2004;
- vvv) Samuel Negron, who became obligated to rent Christopher Green, 10A, New Haven, CT, on or about June 1, 2004;
- www) Evelyn Arroyo, who became obligated to rent Christopher Green, 8A, New Haven, CT, on or about September 1, 2005;
- xxx) Iris Hernandez, who became obligated to rent Christopher Green, 8B, New Haven, CT, on or about July 1, 2004;
- yyy) Ammeris Morales, who became obligated to rent Columbus Ave., 104C, New Haven, CT, on or about September 1, 2004;
- zzz) Lachele Douglas, who became obligated to rent Christopher Green, 11A, New Haven, CT, on or about September 1, 2004;
- aaaa) Haydee Diaz, who became obligated to rent Christopher Green, 12A, New Haven, CT, on or about September 1, 2004;
- bbbb) Alice Matos, who became obligated to rent Christopher Green, 13A, New Haven, CT, on or about August 1, 2004.

47. Respondents TCB and Chauncy House Limited Partnership failed to provide the following tenants with an EPA-approved lead hazard information pamphlet before the tenants

entered into a contract to lease the specific apartments indicated below:

- a) Ye Juan Deng and Wu Hua Wu, who became obligated to rent 115 Chauncy St., 705, Boston, MA, on or about September 1, 2005;
- b) Jun Mei and Yan Chen, who became obligated to rent 115 Chauncy St., 206, Boston, MA, on or about August 10, 2004.

48. Respondents TCB and Central Grammar Limited Partnership failed to provide the following tenants with an EPA-approved lead hazard information pamphlet before the tenants entered into a contract to lease the specific apartments indicated below:

- a) Sadie Cope, who became obligated to rent 50 Alton Pl., Apt. 3, Gloucester, MA, on or about July 1, 2004;
- b) Catherine Favazza, who became obligated to rent 10 Dale Ave., 312, Gloucester, MA, on or about September 1, 2004;
- c) Rita and Sara Favazza, who became obligated to rent 10 Dale Ave., 313, Gloucester, MA, on or about July 1, 2004;
- d) Joseph Burns, who became obligated to rent 10 Dale Ave., 319, Gloucester, MA, on or about July 1, 2004.

49. Respondents TCB and Kensington Square I Limited Partnership failed to provide the following tenants with an EPA-approved lead hazard information pamphlet before the tenants entered into a contract to lease the specific apartments indicated below:

- a) Diana Martinez-Albino, who became obligated to rent 5 Garden St., 1, New Haven, CT, on or about August 10, 2004;
- b) Alicia Cartagina, who became obligated to rent 12 Garden St., 6, New Haven, CT, on or about July 27, 2004;
- c) Berniz Alvarez, who became obligated to rent 51 Kensington St., 2, New Haven, CT, on or about September 1, 2004;
- d) Norma Pellot, who became obligated to rent 55 Kensington St., 3, New Haven, CT, on or about August 8, 2004;
- e) Helga Torres, who became obligated to rent 73 Kensington St., 2, New Haven, CT, on or about September 1, 2004;
- f) Rebecca Torres, who became obligated to rent 72 Kensington St., 1, New Haven, CT, on or about July 9, 2004;
- g) Zulma Ruiz, who became obligated to rent 76 Kensington St., 1, New Haven, CT, on or about July 1, 2004;
- h) Angela Brockington, who became obligated to rent 135 Edgewood Ave., 3, New Haven, CT, on or about August 5, 2004;
- i) Enid Castro Francesi, who became obligated to rent 166 Edgewood Ave., 1, New Haven, CT, on or about August 1, 2004;

- j) Gwendolyn Crutchfield, who became obligated to rent 166 Edgewood Ave, 2, New Haven, CT, on or about July 14, 2004;
- k) Joyce Culbreath, who became obligated to rent 166 Edgewood Ave., 3, New Haven, CT, on or about September 30, 2005;
- l) Maria Burrios Ortiz, who became obligated to rent 224 Edgewood Ave., 5, New Haven, CT, on or about August 1, 2005;
- m) Troy Bennett, who became obligated to rent 224 Edgewood Ave., 2, New Haven, CT, on or about September 17, 2004;
- n) Maribel Colon, who became obligated to rent 1339 Chapel St., J, New Haven, CT, on or about September 1, 2004;
- o) Maria Meledez Rivera, who became obligated to rent 1341 Chapel St., E, New Haven, CT, on or about July 1, 2004;
- p) Tama Carrero, who became obligated to rent 1343 Chapel St., L, New Haven, CT, on or about September 20, 2005;
- q) Kisha Watson, who became obligated to rent 1349 Chapel St., K, New Haven, CT, on or about September 1, 2004;
- r) Melissa Johnson, who became obligated to rent 542 Elm St., 6, New Haven, CT, on or about August 8, 2004.

50. Respondents TCB and Franklin School Housing Limited Partnership failed to provide the following tenants with an EPA-approved lead hazard information pamphlet before the tenants entered into a contract to lease the specific apartments indicated below:

- a) Patricia Brau, who became obligated to rent 7 Stedman Rd., 104, Lexington, MA, on or about September 1, 2005;
- b) Bill Briggs, who became obligated to rent 7 Stedman Rd., 105, Lexington, MA, on or about June 28, 2004;
- c) Robert Spenser, who became obligated to rent 7 Stedman Rd., 108, Lexington, MA, on or about August 1, 2004;
- d) Alice Fahey, who became obligated to rent 7 Stedman Rd., 109, Lexington, MA, on or about September 1, 2005;
- e) Jean Volante, who became obligated to rent 7 Stedman Rd., 110, Lexington, MA, on or about December 1, 2005;
- f) Mark Englar, who became obligated to rent 7 Stedman Rd., 111, Lexington, MA, on or about July 1, 2004;
- g) Sanjeev Daftardar, who became obligated to rent 7 Stedman Rd., 201, Lexington, MA, on or about July 1, 2004;
- h) Deirdre Niemann, who became obligated to rent 7 Stedman Rd., 202, Lexington, MA, on or about August 1, 2004;
- i) Tae Ki Kim, who became obligated to rent 7 Stedman Rd., 302, Lexington, MA, on or about June 19, 2004;
- j) Sen Thong Chen, who became obligated to rent 7 Stedman Rd., 304, Lexington, MA, on or about August 8, 2004;
- k) Mariette Mondesir, who became obligated to rent 7 Stedman Rd., 305, Lexington, MA, on or about July 28, 2005;

- l) Soonok Oh, who became obligated to rent 7 Stedman Rd., 306, Lexington, MA, on or about October 1, 2005;
- m) Shu-Feng Hsieh, who became obligated to rent 7 Stedman Rd., 402, Lexington, MA, on or about September 1, 2004;
- n) Jiangang Chang, who became obligated to rent 7 Stedman Rd., 404, Lexington, MA, on or about November 1, 2005;
- o) Charles Hur, who became obligated to rent 7 Stedman Rd., 503, Lexington, MA, on or about October 1, 2005.

51. Respondents TCB and TCB Franklin Park Limited Partnership failed to provide the following tenants with an EPA-approved lead hazard information pamphlet before the tenants entered into a contract to lease the specific apartments indicated below:

- a) Anny Russo, who became obligated to rent 128 Adams St., 20, Dorchester, MA, on or about August 1, 2005;
- b) Myriam Jean, who became obligated to rent 134 Adams St., 10, Dorchester, MA, on or about September 29, 2005.

52. Respondents TCB and Westfield 202, Inc. failed to provide the following tenants with an EPA-approved lead hazard information pamphlet before the tenants entered into a contract to lease the specific apartments indicated below:

- a) Michael Papadopoulos, who became obligated to rent 138 East Mountain Rd., 104, Westfield, MA, on or about August 1, 2004;
- b) Kathleen Harmon, who became obligated to rent 138 East Mountain Rd., 210, Westfield, MA, on or about September 1, 2004;
- c) Josephine Cisek, who became obligated to rent 138 East Mountain Rd., 216, Westfield, MA, on or about August 1, 2004.

53. Respondents TCB and Dartmouth TCB Limited Partnership failed to provide the following tenants with an EPA-approved lead hazard information pamphlet before the tenants entered into a contract to lease the specific apartments indicated below:

- a) Juan Martinez, who became obligated to rent 10 Dartmouth St., A, Boston, MA, on or about August 1, 2005;
- b) Victor Rosario, who became obligated to rent 43 Dwight St., A, Boston, MA, on or about June 1, 2004;
- c) Austria Fuentes, who became obligated to rent 43 Dwight St., C, Boston, MA, on or about August 1, 2005;

- d) Lubia Martinez, who became obligated to rent 800 Tremont St., A, Boston, MA, on or about September 1, 2004;
- e) Nerina Medina, who became obligated to rent 45 Dwight St., A, Boston, MA, on or about August 1, 2005;
- f) Laura Morales, who became obligated to rent 45 Dwight St., C, Boston, MA, on or about August 1, 2005;
- g) Hamlet Feliz, who became obligated to rent 38 East Springfield St., E, Boston, MA, on or about September 1, 2005;
- h) Yajaira Gutierrez, who became obligated to rent 23 Greenwich Park, D, Boston, MA, on or about August 1, 2005;
- i) Miguel and Rosa Nunez, who became obligated to rent 23 Greenwich Park, D, Boston, MA, on or about June 1, 2004;
- j) Elsis Cambara, who became obligated to rent 551 Massachusetts Ave., H, Boston, MA, on or about June 1, 2005;
- k) Lubia Martinez, who became obligated to rent 800 Tremont St., A, Boston, MA, on or about September 1, 2004;
- l) Glenda Selpa, who became obligated to rent 216 Northampton St., A, Boston, MA, on or about September 1, 2005;
- m) Rosario Merejo, who became obligated to rent 551 Massachusetts Ave., D, Boston, MA, on or about June 1, 2004;
- n) Damaris Vargas, who became obligated to rent 220 Northampton St., C, Boston, MA, on or about September 1, 2005;
- o) Joshua Bonds, who became obligated to rent 794 Tremont St., A, Boston, MA, on or about August 1, 2005;
- p) Elsis Cambara, who became obligated to rent 551 Massachusetts Ave., H, Boston, MA, on or about June 1, 2005;
- q) Lindsay Rodriguez, who became obligated to rent 798 Tremont St., B, Boston, MA, on or about August 1, 2005;
- r) Lubia Martinez, who became obligated to rent 800 Tremont St., A, Boston, MA, on or about September 1, 2004;
- s) Julia Perello, who became obligated to rent 804 Tremont St., A, Boston, MA, on or about June 1, 2004.

54. Respondents TCB and Corky Row I Limited Partnership failed to provide the following tenants with an EPA-approved lead hazard information pamphlet before the tenants entered into a contract to lease the specific apartments indicated below:

- a) Cathy Valadao, who became obligated to rent 125 John St., 201, Fall River, MA, on or about August 15, 2004;
- b) Yarnitza Garcia, who became obligated to rent 211 Wade St., 302, Fall River, MA, on or about August 20, 2005;
- c) Daniela Dalva, who became obligated to rent 402 Fifth St., 201, Fall River, MA, on or about July 30, 2004;
- d) Peter Petraitis, who became obligated to rent 402 Fifth St., 301, Fall River, MA, on or about July 30, 2004.

55. Respondents TCB and Kensington Square II Limited Partnership failed to provide the following tenants with an EPA-approved lead hazard information pamphlet before the tenants entered into a contract to lease the specific apartments indicated below:

- a) Myra Graham, who became obligated to rent 14 Garden St., D, New Haven, CT, on or about July 1, 2004;
- b) Nettie Morris, who became obligated to rent 16 Garden St., B, New Haven, CT, on or about September 1, 2004;
- c) Edith Nazario, who became obligated to rent 16 Garden St., E, New Haven, CT, on or about June 1, 2004;
- d) Melvin Figueroa, who became obligated to rent 45 Kensington St., A, New Haven, CT, on or about August 1, 2004;
- e) Carmen Reyes, who became obligated to rent 28 Kensington St., A, New Haven, CT, on or about June 1, 2004;
- f) Requel Pierce, who became obligated to rent 88 Kensington St., A, New Haven, CT, on or about September 1, 2004;
- g) Harriot Downey, who became obligated to rent 1329 Chapel St., 1, New Haven, CT, on or about June 1, 2004;
- h) Lizaida Santiago, who became obligated to rent 1329 Chapel St., C, New Haven, CT, on or about July 1, 2004;
- i) Sita Mercado, who became obligated to rent 1331 Chapel St., C, New Haven, CT, on or about September 1, 2004;
- j) Tynasha Snow, who became obligated to rent 1331 Chapel St., E, New Haven, CT, on or about September 1, 2005;
- k) Juan Lopez, who became obligated to rent 390 Orchard St., B, New Haven, CT, on or about September 1, 2004;
- l) Daniel Roman, who became obligated to rent 474 Elm St., D, New Haven, CT, on or about August 1, 2004;
- m) Ernestine Fisher, who became obligated to rent 236 Elm St., D, New Haven, CT, on or about July 1, 2004;
- n) Patricia Barnes, who became obligated to rent 538 Elm St., A, New Haven, CT, on or about August 1, 2004;
- o) Kelisha Morrison, who became obligated to rent 538 Elm St., E, New Haven, CT, on or about June 24, 2004;
- p) Carmen Vega, who became obligated to rent 528 Elm St., B, New Haven, CT, on or about August 9, 2005.

56. Respondents TCB and TCB LM 2 Limited Partnership failed to provide

Maximo Ceballos with an EPA-approved lead hazard information pamphlet before Mr. Ceballos entered into a contract to lease 356 Haverhill St., Unit 1B, in Lawrence, MA. Mr. Ceballos became obligated to rent the apartment on or about September 1, 2005.

57. Respondents TCB and TCB Niagara Limited Partnership failed to provide the following tenants with an EPA-approved lead hazard information pamphlet before the tenants entered into a contract to lease the specific apartments indicated below:

- a) Joshua Pinnock, who became obligated to rent 1077 Rodman St., 102, Fall River, MA, on or about September 13, 2004;
- b) Anthony Butler, who became obligated to rent 227 Fifth St., 201, Fall River, MA, on or about September 1, 2005;
- c) Ana Rodriguez, who became obligated to rent 400 Fifth St., 201, Fall River, MA, on or about June 30, 2004.

58. Respondents TCB and Worcester Lofts Limited Partnership failed to provide the following tenants with an EPA-approved lead hazard information pamphlet before the tenants entered into a contract to lease the specific apartments indicated below:

- a) Christine Bolduc, who became obligated to rent 674 Main St., 204, Worcester, MA, on or about June 1, 2005;
- b) Eddie Macon and Cynthia Brown, who became obligated to rent 674 Main St., 205, Worcester, MA, on or about September 1, 2005;
- c) Noel Chamorro, who became obligated to rent 674 Main St., 207, Worcester, MA, on or about August 1, 2004;
- d) Casandra Mead, who became obligated to rent 674 Main St., 208, Worcester, MA, on or about August 1, 2004;
- e) Brian Castle, who became obligated to rent 674 Main St., 403, Worcester, MA, on or about August 1, 2004;
- f) Samuel Stratton, who became obligated to rent 674 Main St., 405, Worcester, MA, on or about September 1, 2004.

59. Respondents TCB and Park West Residents Association, Inc., failed to provide the following tenants with an EPA-approved lead hazard information pamphlet before the tenants entered into a contract to lease the specific apartments indicated below:

- a) Frank and Elaine DuPluis, who became obligated to rent 72 Park West Dr., Vernon, CT, on or about August 19, 2005;
- b) Gezeta Liscombe, who became obligated to rent 78 Park West Dr., Vernon, CT, on or about September 14, 2005;
- c) Blaine Aponte, who became obligated to rent 72 Park West Dr., Vernon, CT, on or about September 1, 2005;
- d) Eric and Kelly Lee, who became obligated to rent 204 Park West Dr., Vernon, CT, on or about September 2, 2005;
- e) Heidi Green, who became obligated to rent 54 Park West Dr., Vernon, CT, on or about September 1, 2005;
- f) Jessica Kelhofer, who became obligated to rent 24 Park West Dr., Vernon, CT, on or about August 11, 2005;
- g) Patricia Pomerleau, who became obligated to rent 30 Park West Dr., Vernon, CT, on or about December 1, 2004;
- h) Bonnie Lanz, who became obligated to rent 33 Park West Dr., Vernon, CT, on or about September 10, 2004;
- i) Christina Mendoza, who became obligated to rent 15 Park West Dr., Vernon, CT, on or about July 19, 2004;
- j) Rhashita Brown, who became obligated to rent 19 Park West Dr., Vernon, CT, on or about July 15, 2004;
- k) Melinda DeStefano, who became obligated to rent 25 Park West Dr., Vernon, CT, on or about July 1, 2004;
- l) Tamara Chesterton, who became obligated to rent 8 Park West Dr., Vernon, CT, on or about June 1, 2004;
- m) Kristen Moreau, who became obligated to rent 12 Park West Dr., Vernon, CT, on or about August 1, 2005;
- n) Andrea Thibodeau, who became obligated to rent 106 Terrace Dr., Vernon, CT, on or about August 1, 2005;
- o) Avina Johnson, who became obligated to rent 110 Terrace Dr., Vernon, CT, on or about August 18, 2005;
- p) Kristen Desrosiers, who became obligated to rent 111 Terrace Dr., Vernon, CT, on or about September 1, 2004;
- q) Janet Pascoe, who became obligated to rent 153 Terrace Dr., Vernon, CT, on or about June 1, 2004;
- r) Diana Colby, who became obligated to rent 158 Terrace Dr., Vernon, CT, on or about March 1, 2005;
- s) Jennifer Millotte, who became obligated to rent 167 Terrace Dr., Vernon, CT, on or about July 1, 2004;
- t) Lisa Hayes, who became obligated to rent Malcolm Court, 8B, New Haven, CT, on or about July 1, 2004;
- u) Melanie Winslow, who became obligated to rent 169 Terrace Dr., Vernon, CT, on or about September 1, 2005;
- v) Amanda Carney, who became obligated to rent 173 Terrace Dr., Vernon, CT, on or about September 23, 2005;
- w) Precious Hyland, who became obligated to rent 174 Terrace Dr., Vernon, CT, on or about March 1, 2004;
- x) Dori Harrington, who became obligated to rent 179 Terrace Dr., Vernon, CT, on or about August 1, 2005;

- y) Nisha Jamil, who became obligated to rent 187 Terrace Dr., Vernon, CT, on or about June 1, 2004;
- z) Jennifer Stulak, who became obligated to rent 192 Terrace Dr., Vernon, CT, on or about July 1, 2004;
- aa) Naira Rivera, who became obligated to rent 196 Terrace Dr., Vernon, CT, on or about September 1, 2005;
- bb) Edmond Hurst, who became obligated to rent 133 Terrace Dr., Vernon, CT, on or about June 1, 2004;
- cc) Pierre Bonet, who became obligated to rent 134 Terrace Dr., Vernon, CT, on or about June 1, 2004;
- dd) Karen Fernandez, who became obligated to rent 137 Terrace Dr., Vernon, CT, on or about July 1, 2005;
- ee) Irene Gaudette, who became obligated to rent 143 Terrace Dr., Vernon, C, on or about August 1, 2005;
- ff) Ayolani Rivera, who became obligated to rent 146 Terrace Dr., Vernon, CT, on or about July 1, 2004;
- gg) Avina Johnson, who became obligated to rent 110 Terrace Dr., Vernon, CT, on or about August 18, 2005;
- hh) Suzanne Martineau, who became obligated to rent 118 Terrace Dr., Vernon, CT, on or about September 1, 2004;
- ii) Erin Wasicki, who became obligated to rent 122 Terrace Dr., Vernon, CT, on or about July 1, 2004;
- jj) Joany Benudez, who became obligated to rent 124 Terrace Dr., Vernon, CT, on or about July 1, 2005;
- kk) Charlene Muntminy, who became obligated to rent 131 Terrace Dr., Vernon, CT, on or about August 3, 2005;
- ll) Shirin Bryant, who became obligated to rent 199 Terrace Dr., Vernon, CT, on or about March 1, 2006.

60. Respondents TCB and South City Housing Limited Partnership failed to provide Zelidez Collazo and Andres Ortiz with an EPA-approved lead hazard information pamphlet before Ms. Collazo and Mr. Ortiz entered into a contract to lease 542 South Bridge St., Unit 3L, in Holyoke, MA. Ms. Callazo and Mr. Ortiz became obligated to rent the apartment on or about July 1, 2004.

61. Respondents TCB and Plumley Village LLC failed to provide the following tenants with an EPA-approved lead hazard information pamphlet before the tenants entered into a contract to lease the specific apartments indicated below:

- a) Yolanda Gomez, who became obligated to rent 11 Prospect St., 19, Worcester, MA, on or about August 1, 2005;
- b) Lori Humphries, who became obligated to rent 10 Everett Gaylord Blvd., 10, Worcester, MA, on or about June 11, 2004;
- c) Marisol Medina, who became obligated to rent 10 Everett Gaylord Blvd., 16, Worcester, MA, on or about June 1, 2004;
- d) Elizabeth Araujo, who became obligated to rent 35 Laurel St., 5, Worcester, MA, on or about June 1, 2005;
- e) Maria Gomes Rojas, who became obligated to rent 40 Everett Gaylord Blvd., 21, Worcester, MA, on or about July 18, 2004;
- f) Pierrelaine Zemom, who became obligated to rent 16 Laurel St., 1004, Worcester, MA, on or about June 1, 2004;
- g) Jahaira Cortes, who became obligated to rent 16 Laurel St., 1007, Worcester, MA, on or about September 1, 2005.

62. Respondents TCB and Project III Housing Corporation failed to provide the following tenants with an EPA-approved lead hazard information pamphlet before the tenants entered into a contract to lease the specific apartments indicated below:

- a) Patricia Torres, who became obligated to rent 153 Worcester St., 9, Boston, MA, on or about September 1, 2005;
- b) Carmen Romero-Velazquez, who became obligated to rent 153 Worcester St., 14, Boston, MA, on or about August 2, 2004.

63. Respondents TCB and South Canal Limited Partnership failed to provide the following tenants with an EPA-approved lead hazard information pamphlet before the tenants entered into a contract to lease the specific apartments indicated below:

- a) Guillermo Reyes, who became obligated to rent 561 South Canal St., 511, Holyoke, MA, on or about August 16, 2004;
- b) Gregorio Diaz, who became obligated to rent 576 South Canal St., 1142, Holyoke, MA, on or about August 19, 2004;
- c) Emma Morales, who became obligated to rent 584 South Summer St., 1413, Holyoke, MA, on or about July 15, 2004;
- d) Marielis Castro, who became obligated to rent 584 South Summer St., 1431, Holyoke, MA, on or about July 2, 2004;
- e) Alma Vazquez, who became obligated to rent 588 South Summer St., 1643, Holyoke, MA, on or about August 6, 2004.

64. Respondents TCB and Churchill Homes II Limited Partnership's failure to provide lessees of target housing with an EPA-approved lead hazard information pamphlet prior to the

lessees becoming obligated under a contract to lease target housing on twenty (20) occasions constitutes twenty (20) separate violations of 40 C.F.R. § 745.107(a)(1), and TSCA Section 409, 15 U.S.C. § 2689.

65. Respondents TCB and Cinque Green Limited Partnership's failure to provide a lessee of target housing with an EPA-approved lead hazard information pamphlet prior to the lessee becoming obligated under a contract to lease target housing on eighty (80) occasions constitutes eighty (80) separate violations of 40 C.F.R. § 745.107(a)(1), and TSCA Section 409.

66. Respondents TCB and Chauncy House Limited Partnership's failure to provide lessees of target housing with an EPA-approved lead hazard information pamphlet prior to the lessees becoming obligated under a contract to lease target housing on two (2) occasions constitutes two (2) separate violations of 40 C.F.R. § 745.107(a)(1), and TSCA Section 409.

67. Respondents TCB and Central Grammar Limited Partnership's failure to provide lessees of target housing with an EPA-approved lead hazard information pamphlet prior to the lessees becoming obligated under a contract to lease target housing on four (4) occasions constitutes four (4) separate violations of 40 C.F.R. § 745.107(a)(1), and TSCA Section 409.

68. Respondents TCB and Kensington Square I Limited Partnership's failure to provide lessees of target housing with an EPA-approved lead hazard information pamphlet prior to the lessees becoming obligated under a contract to lease target housing on eighteen (18) occasions constitutes eighteen (18) separate violations of 40 C.F.R. § 745.107(a)(1), and TSCA Section 409.

69. Respondents TCB and Franklin School Housing Limited Partnership's failure to provide a lessee of target housing with an EPA-approved lead hazard information pamphlet prior

to the lessee becoming obligated under a contract to lease target housing on fifteen (15) occasions constitutes fifteen (15) separate violations of 40 C.F.R. § 745.107(a)(1), and TSCA Section 409.

70. Respondents TCB and TCB Franklin Park Limited Partnership's failure to provide lessees of target housing with an EPA-approved lead hazard information pamphlet prior to the lessees becoming obligated under a contract to lease target housing on two (2) occasions constitutes two (2) separate violations of 40 C.F.R. § 745.107(a)(1), and TSCA Section 409.

71. Respondents TCB and Westfield 202, Inc.'s failure to provide lessees of target housing with an EPA-approved lead hazard information pamphlet prior to the lessees becoming obligated under a contract to lease target housing on three (3) occasions constitutes three (3) separate violations of 40 C.F.R. § 745.107(a)(1), and TSCA Section 409.

72. Respondents TCB and Dartmouth TCB Limited Partnership's failure to provide lessees of target housing with an EPA-approved lead hazard information pamphlet prior to the lessees becoming obligated under a contract to lease target housing on nineteen (19) occasions constitutes nineteen (19) separate violations of 40 C.F.R. § 745.107(a)(1), and TSCA Section 409.

73. Respondents TCB and Corky Row I Limited Partnership's failure to provide a lessee of target housing with an EPA-approved lead hazard information pamphlet prior to the lessee becoming obligated under a contract to lease target housing on four (4) occasions constitutes four (4) separate violations of 40 C.F.R. § 745.107(a)(1), and TSCA Section 409.

74. Respondents TCB and Kensington Square II Limited Partnership's failure to provide a lessee of target housing with an EPA-approved lead hazard information pamphlet prior to the

lessee becoming obligated under a contract to lease target housing on sixteen (16) occasions constitutes sixteen (16) separate violations of 40 C.F.R. § 745.107(a)(1), and TSCA Section 409.

75. Respondents TCB and TCB LM 2 Limited Partnership's failure to provide a lessee of target housing with an EPA-approved lead hazard information pamphlet prior to the lessee becoming obligated under a contract to lease target housing on one (1) occasion constitutes one (1) violation of 40 C.F.R. § 745.107(a)(1), and TSCA Section 409.

76. Respondents TCB and TCB Niagara Limited Partnership's failure to provide a lessee of target housing with an EPA-approved lead hazard information pamphlet prior to the lessee becoming obligated under a contract to lease target housing on three (3) occasions constitutes three (3) separate violations of 40 C.F.R. § 745.107(a)(1), and TSCA Section 409.

77. Respondents TCB and Worcester Lofts Limited Partnership's failure to provide a lessee of target housing with an EPA-approved lead hazard information pamphlet prior to the lessee becoming obligated under a contract to lease target housing on six (6) occasions constitutes six (6) separate violations of 40 C.F.R. § 745.107(a)(1), and TSCA Section 409.

78. Respondents TCB and Park West Residents Association, Inc.'s failure to provide a lessee of target housing with an EPA-approved lead hazard information pamphlet prior to the lessee becoming obligated under a contract to lease target housing on thirty-eight (38) occasions constitutes thirty-eight (38) separate violations of 40 C.F.R. § 745.107(a)(1), and TSCA Section 409.

79. Respondents TCB and South City Housing Limited Partnership's failure to provide a lessee of target housing with an EPA-approved lead hazard information pamphlet prior to the lessee becoming obligated under a contract to lease target housing on one (1) occasion constitutes

one (1) violation of 40 C.F.R. § 745.107(a)(1), and TSCA Section 409.

80. Respondents TCB and Plumley Village LLC's failure to provide a lessee of target housing with an EPA-approved lead hazard information pamphlet prior to the lessee becoming obligated under a contract to lease target housing on seven (7) occasions constitutes seven (7) separate violations of 40 C.F.R. § 745.107(a)(1), and TSCA Section 409.

81. Respondents TCB and Project III Housing Corporation's failure to provide a lessee of target housing with an EPA-approved lead hazard information pamphlet prior to the lessee becoming obligated under a contract to lease target housing on two (2) occasions constitutes two (2) separate violations of 40 C.F.R. § 745.107(a)(1), and TSCA Section 409.

82. Respondents TCB and South Canal Limited Partnership's failure to provide a lessee of target housing with an EPA-approved lead hazard information pamphlet prior to the lessee becoming obligated under a contract to lease target housing on five (5) occasions constitutes five (5) separate violations of 40 C.F.R. § 745.107(a)(1), and TSCA Section 409.

83. Each of the above-listed instances of violation alleged in the First Count is a prohibited act under TSCA Section 409 and 40 C.F.R. § 745.118(e) and each is a violation for which penalties may be assessed pursuant to Section 1018(b)(5) of the Act and Section 16 of TSCA, 15 U.S.C. § 2615.

SECOND COUNT

Failure to Disclose Known Lead-Based Paint/Hazards and Provide Records

84. Paragraphs 1 through 83, above, are incorporated by reference as if fully set forth herein.

85. Pursuant to 40 C.F.R. § 745.107(a)(2), a lessor is required to disclose to the lessee

the presence of any known lead-based paint and/or lead-based paint hazards in the target housing before the lessee becomes obligated under the lease contract. Pursuant to 40 C.F.R. § 745.107(a)(2), a lessor is also required to disclose any additional information available concerning known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.

86. Pursuant to 40 C.F.R. § 745.107(a)(4), a lessor is required to provide to the lessee any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the target housing being leased before the lessee becomes obligated under the lease contract. This requirement includes records or reports regarding common areas. The term “available records” includes records in the lessor’s possession or records that are reasonably obtainable by the lessor at the time of the disclosure.

87. Respondents TCB and Churchill Homes II Limited Partnership failed to disclose to the following tenants the presence of known lead-based paint or lead based paint hazards and/or failed to provide the following tenants with records or reports pertaining to lead-based paint or lead-based paint hazards before the tenants entered into a contract to lease the specific apartments indicated below:

- a) Pedro Hernandez, who became obligated to rent 317 Chestnut St., 2R, Holyoke, MA, on or about September 25, 2003;
- b) Aurea Garcia, who became obligated to rent 317 Chestnut St., 2L, Holyoke, MA, on or about September 24, 2003.

88. At the time Respondents TCB and Churchill Homes II Limited Partnership leased apartments 2R and 2L at 317 Chestnut Street in Holyoke, MA, Respondents possessed a Letter of Full Deleading Compliance and Inspection and Abatement History Report prepared by Emerald

Lead Testing, dated August 29, 1997, pertaining to lead-based paint and/or lead-based paint hazards in that property.

89. Respondents TCB and Kensington Square I Limited Partnership failed to disclose to the following tenants the presence of known lead-based paint or lead based paint hazards and/or failed to provide the following tenants with records or reports pertaining to lead-based paint or lead-based paint hazards before the tenants entered into a contract to lease the specific apartments indicated below:

- a) Diana Martinez-Albino, who became obligated to rent 5 Garden St., 1, New Haven, CT, on or about August 10, 2004;
- b) Alicia Cartagina, who became obligated to rent 12 Garden St., 6, New Haven, CT, on or about July 27, 2004;
- c) Berniz Alvarez, who became obligated to rent 51 Kensington St., 2, New Haven, CT, on or about September 1, 2004;
- d) Norma Pellot, who became obligated to rent 55 Kensington St., 3, New Haven, CT, on or about August 8, 2004;
- e) Helga Torres, who became obligated to rent 73 Kensington St., 2, New Haven, CT, on or about September 1, 2004;
- f) Rebecca Torres, who became obligated to rent 72 Kensington St., 1, New Haven, CT, on or about July 9, 2004;
- g) Zulma Ruiz, who became obligated to rent 76 Kensington St., 1, New Haven, CT, on or about July 1, 2004;
- h) Enid Castro Francesi, who became obligated to rent 166 Edgewood Ave., 1, New Haven, CT, on or about August 1, 2004;
- i) Gwendolyn Crutchfield, who became obligated to rent 166 Edgewood Ave, 2, New Haven, CT, on or about July 14, 2004;
- j) Joyce Culbreath, who became obligated to rent 166 Edgewood Ave., 3, New Haven, CT, on or about September 30, 2005;
- k) Maria Burrios Ortiz, who became obligated to rent 224 Edgewood Ave., 5, New Haven, CT, on or about August 1, 2005;
- l) Troy Bennett, who became obligated to rent 224 Edgewood Ave., 2, New Haven, CT, on or about September 17, 2004;
- m) Tama Carrero, who became obligated to rent 1343 Chapel St., L, New Haven, CT, on or about September 20, 2005;
- n) Melissa Johnson, who became obligated to rent 542 Elm St., 6, New Haven, CT, on or about August 8, 2004.

90. At the time Respondents TCB and Kensington Square I Limited Partnership leased the apartments at Kensington Square I listed in the preceding paragraph, Respondents possessed

the following information pertaining to lead-based paint and/or lead-based paint hazards in such properties:

- a) 5 Garden St., New Haven, CT – Lead-Based Paint Hazard Evaluation Report prepared by the Lead Team/Connor Pb Lawgibb, dated August 28, 2002;
- b) 12 Garden St., New Haven, CT – Lead-Based Paint Hazard Evaluation Report prepared by the Lead Team/Connor Pb Lawgibb, dated August 28, 2002;
- c) 51 Kensington St., New Haven, CT – Lead-Based Paint Hazard Evaluation Report prepared by the Lead Team/Connor Pb Lawgibb, date unknown;
- d) 55 Kensington St., New Haven, CT – Summons and Complaint, dated November 1, 2000, and Arrest Warrant Application, dated October 18, 2000, to Patrick Clancy, TCB, regarding lead-based paint health code violations; Post Abatement Inspection Report issued by Derek Grant, Health Department, City of New Haven, CT, dated October 31, 2001; and Lead-Based Paint Hazard Evaluation Report prepared by the Lead Team/Connor Pb Lawgibb, date unknown;
- e) 73 Kensington St., New Haven, CT – Lead-Based Paint Hazard Evaluation Report prepared by the Lead Team/Connor Pb Lawgibb, dated August 28, 2002;
- f) 72 Kensington St., New Haven, CT – Lead-Based Paint Hazard Evaluation Report prepared by the Lead Team/Connor Pb Lawgibb, dated August 28, 2002;
- g) 76 Kensington St., New Haven, CT – Lead-Based Paint Hazard Evaluation Report prepared by the Lead Team/Connor Pb Lawgibb, dated August 28, 2002;
- h) 166 Edgewood Ave., New Haven, CT – Lead-Based Paint Hazard Evaluation Report prepared by the Lead Team/Connor Pb Lawgibb, dated August 28, 2002;
- i) 224 Edgewood Ave., New Haven, CT – Lead-Based Paint Hazard Evaluation Report prepared by the Lead Team/Connor Pb Lawgibb, dated August 28, 2002;
- j) 1343 Chapel St., New Haven, CT – Summons and Complaint, dated November 1, 2000, and Arrest Warrant Application, dated October 18, 2000, to Patrick Clancy, TCB, regarding lead-based paint health code violations; Post Abatement Inspection Report issued by Derek Grant, Health Department, City of New Haven, CT, dated October 31, 2001, and Lead-Based Paint Hazard Evaluation Report prepared by the Lead Team/Connor Pb Lawgibb, dated August 28, 2002;
- k) 542 Elm St., New Haven, CT – Summons and Complaint, dated November 1, 2000, and Arrest Warrant Application, dated October 18, 2000, to Patrick Clancy, TCB, regarding lead-based paint health code violations; Post Abatement Inspection Report issued by Derek Grant, Health Department, City of New Haven, CT, dated October 31, 2001, and Lead-Based Paint Hazard Evaluation Report prepared by the Lead Team/Connor Pb Lawgibb, dated August 28, 2002.

91. Respondents TCB and TCB Franklin Park Limited Partnership failed to disclose to the following tenants the presence of known lead-based paint or lead based paint hazards and/or failed to provide the following tenants with records or reports pertaining to lead-based paint or lead-based paint hazards before the tenants entered into a contract to lease the specific

apartments indicated below:

- a) Ramon Nunez, who became obligated to rent 130 Adams St., 30, Dorchester, MA, on or about September 13, 2005;
- b) Norel Andrew, who became obligated to rent 85 Esmond St., 22, Dorchester, MA, on or about July 30, 2004;
- c) Tonya Price, who became obligated to rent 28 Bowdoin St., 10, Dorchester, MA, on or about May 10, 2004.

92. At the time Respondents TCB and TCB Franklin Park Limited Partnership leased the apartments at Franklin Parks Apartments listed in the preceding paragraph, Respondents possessed the following information pertaining to lead-based paint and/or lead-based paint hazards in such properties:

- a) 130 Adams St., Dorchester, MA – Post Compliance Assessment Determination Report prepared by Acc-U-Test, dated January 6, 2005;
- b) 85 Esmond St., Dorchester, MA - Post Compliance Assessment Determination Report prepared by Acc-U-Test, dated January 6, 2005;
- c) 28 Bowdoin Ave., Dorchester, MA – lead inspection report prepared by South Shore Lead Paint Testing, Inc., dated November 16, 1994.

93. Respondents TCB and Corky Row I Limited Partnership failed to disclose to the following tenants the presence of known lead-based paint or lead based paint hazards and/or failed to provide the following tenants with records or reports pertaining to lead-based paint or lead-based paint hazards before the tenants entered into a contract to lease the specific apartments indicated below:

- a) Cathy Valadao, who became obligated to rent 125 John St., 201, Fall River, MA, on or about August 15, 2004;
- b) Yarnitza Garcia, who became obligated to rent 211 Wade St., 302, Fall River, MA, on or about August 20, 2005;
- c) Daniela Dalva, who became obligated to rent 402 Fifth St., 201, Fall River, MA, on or about July 30, 2004;
- d) Peter Petraitis, who became obligated to rent 402 Fifth St., 301, Fall River, MA, on or about July 30, 2004.

94. At the time Respondents TCB and Corky Row I Limited Partnership leased the

apartments at Corky Row I listed in the preceding paragraph, Respondents possessed the following information pertaining to lead-based paint and/or lead-based paint hazards in such properties:

- a) 125 John St., 201, Fall River, MA – Letter of Full Initial Lead Inspection Compliance, prepared by Silva Environmental Associates, Inc., dated May 3, 2004;
- b) 211 Wade St., 302, Fall River, MA - Letter of Full Initial Lead Inspection Compliance, prepared by Silva Environmental Associates, Inc., dated December 5, 2003;
- c) 402 Fifth St., 201, Fall River, MA – Letter of Full Initial Lead Inspection Compliance, prepared by Silva Environmental Associates, Inc., dated May 10, 2004;
- d) 402 Fifth St., 301, Fall River, MA - Letter of Full Initial Lead Inspection Compliance, prepared by Silva Environmental Associates, Inc., dated May 10, 2004.

95. Respondents TCB and Kensington Square II Limited Partnership failed to disclose to the following tenants the presence of known lead-based paint or lead based paint hazards and/or failed to provide the following tenants with records or reports pertaining to lead-based paint or lead-based paint hazards before the tenants entered into a contract to lease the specific apartments indicated below:

- a) Melvin Figueroa, who became obligated to rent 45 Kensington St., A, New Haven, CT, on or about August 1, 2004;
- b) Racquel Pierce, who became obligated to rent 88 Kensington St., A, New Haven, CT, on or about September 1, 2004;
- c) Harriot Downey, who became obligated to rent 1329 Chapel St., 1, New Haven, CT, on or about June 1, 2004;
- d) Lizaida Santiago, who became obligated to rent 1329 Chapel St., C, New Haven, CT, on or about July 1, 2004;
- e) Sita Mercado, who became obligated to rent 1331 Chapel St., C, New Haven, CT, on or about September 1, 2004;
- f) Tynesha Snow, who became obligated to rent 1331 Chapel St., E, New Haven, CT, on or about September 1, 2005;
- g) Juan Lopez, who became obligated to rent 390 Orchard St., B, New Haven, CT, on or about September 1, 2004;
- h) Daniel Roman, who became obligated to rent 474 Elm St., D, New Haven, CT, on or about August 1, 2004;
- i) Patricia Barnes, who became obligated to rent 538 Elm St., A, New Haven, CT, on or about August 1, 2004;
- j) Kelisha Morrison, who became obligated to rent 538 Elm St., E, New Haven, CT, on or about June 24, 2004.

96. At the time Respondents TCB and Kensington Square II Limited Partnership leased the apartments at Kensington Square II listed in the preceding paragraph, Respondents possessed the following information pertaining to lead-based paint and/or lead-based paint hazards in such properties:

- a) 45 Kensington St., New Haven, CT – Order and attached Lead Inspection Report Form prepared by Department of Health, City of New Haven, CT, dated November 30, 2005 and Lead-Based Paint Hazard Evaluation Report prepared by the Lead Team/Connor Pb Lawgibb, dated May 10, 2002;
- b) 88 Kensington St., New Haven, CT – Lead-Based Paint Hazard Evaluation Report prepared by the Lead Team/Connor Pb Lawgibb, dated May 13, 2002;
- c) 1329 Chapel St., New Haven, CT – Lead-Based Paint Hazard Evaluation Report prepared by the Lead Team/Connor Pb Lawgibb, dated May 10, 2002;
- d) 1331 Chapel St., New Haven, CT – Lead-Based Paint Hazard Evaluation Report prepared by the Lead Team/Connor Pb Lawgibb, dated May 10, 2002;
- e) 390 Orchard St., New Haven, CT – Lead-Based Paint Hazard Evaluation Report prepared by the Lead Team/Connor Pb Lawgibb, dated May 10, 2002;
- f) 474 Elm St., New Haven, CT – Lead-Based Paint Hazard Evaluation Report prepared by the Lead Team/Connor Pb Lawgibb, dated May 14, 2002;
- g) 538 Elm St., New Haven, CT – Lead-Based Paint Hazard Evaluation Report prepared by the Lead Team/Connor Pb Lawgibb, dated May 10, 2002.

97. Respondents TCB and TCB LM 2 Limited Partnership failed to disclose to tenant Maximo Ceballos the presence of known lead-based paint or lead based paint hazards and/or failed to provide records or reports pertaining to lead-based paint or lead-based paint hazards before Mr. Ceballos entered into a contract to lease 356 Haverhill St., Unit 1B, in Lawrence, MA. Maximo Ceballos became obligated to rent the apartment on or about September 1, 2005.

98. At the time TCB and TCB LM 2 Limited Partnership leased 356 Haverhill St., Unit 1B, in Lawrence, MA, they possessed a Limited Asbestos and Lead Inspection Report prepared by FLI Environmental, dated November 26, 2001, and a Phase I Environmental Site Assessment Update and Asbestos & Lead-Based Paint Inspection Report prepared by Paragon, dated November 30, 2001, pertaining to lead-based paint and/or lead-based paint hazards in that

property.

99. Respondents TCB and TCB Niagara Limited Partnership failed to disclose to the following tenants the presence of known lead-based paint or lead based paint hazards and/or failed to provide the following tenants with records or reports pertaining to lead-based paint or lead-based paint hazards before the tenants entered into a contract to lease the specific apartments indicated below:

- a) Joshua Pinnock, who became obligated to rent 1077 Rodman St., 102, Fall River, MA, on or about September 13, 2004;
- b) Anthony Butler, who became obligated to rent 227 Fifth St., 201, Fall River, MA, on or about September 1, 2005.

100. At the time Respondents TCB and TCB Niagara Limited Partnership leased the apartments at Niagara Court listed in the preceding paragraph, Respondents possessed the following information pertaining to lead-based paint and/or lead-based paint hazards in such properties:

- a) 1077 Rodman St., Fall River, MA – a letter from Silva Environmental & Associates, Inc. regarding a lead paint inspection, dated May 6, 2003;
- b) 227 Fifth St., 201, Fall River, MA – a Letter of Full Initial Lead Inspection Compliance, prepared by Silva Environmental & Associates, dated February 11, 2004.

101. Respondents TCB and Worcester Lofts Limited Partnership failed to disclose to the following tenants the presence of known lead-based paint or lead based paint hazards and/or failed to provide the following tenants with records or reports pertaining to lead-based paint or lead-based paint hazards before the tenants entered into a contract to lease the specific apartments indicated below:

- a) Christine Bolduc, who became obligated to rent 674 Main St., 204, Worcester, MA, on or about June 1, 2005;
- b) Eddie Macon and Cynthia Brown, who became obligated to rent 674 Main St., 205, Worcester, MA, on or about September 1, 2005;

- c) Noel Chamorro, who became obligated to rent 674 Main St., 207, Worcester, MA, on or about August 1, 2004;
- d) Casandra Mead, who became obligated to rent 674 Main St., 208, Worcester, MA, on or about August 1, 2004;
- e) Brian Castle, who became obligated to rent 674 Main St., 403, Worcester, MA, on or about August 1, 2004;
- f) Samuel Stratton, who became obligated to rent 674 Main St., 405, Worcester, MA, on or about September 1, 2004.

102. At the time Respondents TCB and Worcester Lofts Limited Partnership leased the apartments at Odd Fellows listed in the preceding paragraph, Respondents possessed the following information pertaining to lead-based paint and/or lead-based paint hazards in such properties:

- a) 674 Main St., 204, Worcester, MA – Letter of Full Deleading Compliance prepared by Covino Environmental Associates, Inc., dated March 3, 2004;
- b) 674 Main St., 205, Worcester, MA – Letter of Full Deleading Compliance prepared by Covino Environmental Associates, Inc., dated March 3, 2004;
- c) 674 Main St., 207, Worcester, MA – Letter of Full Deleading Compliance prepared by Covino Environmental Associates, Inc., dated March 3, 2004;
- d) 674 Main St., 208, Worcester, MA – Letter of Full Deleading Compliance prepared by Covino Environmental Associates, Inc., dated March 3, 2004;
- e) 674 Main St., 403, Worcester, MA – Letter of Full Deleading Compliance prepared by Covino Environmental Associates, Inc., dated March 3, 2004;
- f) 674 Main St., 405, Worcester, MA – Letter of Full Deleading Compliance prepared by Covino Environmental Associates, Inc., dated March 3, 2004.

103. Respondents TCB and Churchill Homes II Limited Partnership's failure to disclose the presence of known lead-based paint and/or lead-based paint hazards and/or provide records pertaining to lead-based paint and/or lead-based paint hazards to two (2) lessees constitutes two (2) separate violations of 40 C.F.R. § 745.107(a)(2) and/or 40 C.F.R. § 745.107(a)(4), and TSCA Section 409, 15 U.S.C. § 2689.

104. Respondents TCB and Kensington Square I Limited Partnership's failure to disclose the presence of known lead-based paint and/or lead-based paint hazards and/or provide records pertaining to lead-based paint and/or lead-based paint hazards to fourteen (14) lessees constitutes

fourteen (14) separate violations of 40 C.F.R. § 745.107(a)(2) and/or 40 C.F.R. § 745.107(a)(4), and TSCA Section 409.

105. Respondents TCB and TCB Franklin Park Limited Partnership's failure to disclose the presence of known lead-based paint and/or lead-based paint hazards and/or provide records pertaining to lead-based paint and/or lead-based paint hazards to three (3) lessees constitutes three (3) separate violations of 40 C.F.R. § 745.107(a)(2) and/or 40 C.F.R. § 745.107(a)(4), and TSCA Section 409.

106. Respondents TCB and Corky Row I Limited Partnership's failure to disclose the presence of known lead-based paint and/or lead-based paint hazards and/or provide records pertaining to lead-based paint and/or lead-based paint hazards to four (4) lessees constitutes four (4) separate violations of 40 C.F.R. § 745.107(a)(2) and/or 40 C.F.R. § 745.107(a)(4), and TSCA Section 409.

107. Respondents TCB and Kensington Square II Limited Partnership's failure to disclose the presence of known lead-based paint and/or lead-based paint hazards and/or provide records pertaining to lead-based paint and/or lead-based paint hazards to ten (10) lessees constitutes ten (10) separate violations of 40 C.F.R. § 745.107(a)(2) and/or 40 C.F.R. § 745.107(a)(4), and TSCA Section 409.

108. Respondents TCB and TCB LM 2 Limited Partnership's failure to disclose the presence of known lead-based paint and/or lead-based paint hazards and/or provide records pertaining to lead-based paint and/or lead-based paint hazards to one (1) lessee constitutes one (1) violation of 40 C.F.R. § 745.107(a)(2) and/or 40 C.F.R. § 745.107(a)(4), and TSCA Section 409.

109. Respondents TCB and TCB Niagara Limited Partnership's failure to disclose the presence of known lead-based paint and/or lead-based paint hazards and/or provide records pertaining to lead-based paint and/or lead-based paint hazards to two (2) lessees constitutes two (2) separate violations of 40 C.F.R. § 745.107(a)(2) and/or 40 C.F.R. § 745.107(a)(4), and TSCA Section 409.

110. Respondents TCB and Worcester Lofts Limited Partnership's failure to disclose the presence of known lead-based paint and/or lead-based paint hazards and/or provide records pertaining to lead-based paint and/or lead-based paint hazards to six (6) lessees constitutes six (6) separate violations of 40 C.F.R. § 745.107(a)(2) and/or 40 C.F.R. § 745.107(a)(4), and TSCA Section 409.

111. Each of the above-listed instances of violation alleged in the Second Count is a prohibited act under TSCA Section 409 and 40 C.F.R. § 745.118(e) and each is a violation for which penalties may be assessed pursuant to Section 1018(b)(5) of the Act and Section 16 of TSCA.

THIRD COUNT
Failure to Include Lead Warning Statement

112. Paragraphs 1 through 111, above, are incorporated by reference as if fully set forth herein.

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

114. Respondents TCB and Churchill Homes II Limited Partnership failed to include a Lead Warning Statement in, or attached to, their contracts with each of the lessees listed in

Paragraph 45, above.

115. Respondents TCB and Cinque Green Limited Partnership failed to include a Lead Warning Statement in, or attached to, their contracts with each of the lessees listed in Paragraph 46, above.

116. Respondents TCB and Chauncy House Limited Partnership failed to include a Lead Warning Statement in, or attached to, their contracts with each of the lessees listed in Paragraph 47, above.

117. Respondents TCB and Central Grammar Limited Partnership failed to include a Lead Warning Statement in, or attached to, their contracts with each of the lessees listed in Paragraph 48, above.

118. Respondents TCB and Kensington Square I Limited Partnership failed to include a Lead Warning Statement in, or attached to, their contracts with each of the lessees listed in Paragraph 49, above.

119. Respondents TCB and Franklin School Housing Limited Partnership failed to include a Lead Warning Statement in, or attached to, their contracts with each of the lessees listed in Paragraph 50, above.

120. Respondents TCB and TCB Franklin Park Limited Partnership failed to include a Lead Warning Statement in, or attached to, their contracts with each of the lessees listed in Paragraph 51, above.

121. Respondents TCB and Westfield 202, Inc. failed to include a Lead Warning Statement in, or attached to, their contracts with each of the lessees listed in Paragraph 52, above.

122. Respondents TCB and Dartmouth TCB Limited Partnership failed to include a Lead

Warning Statement in, or attached to, their contracts with each of the lessees listed in Paragraph 53, above.

123. Respondents TCB and Corky Row I Limited Partnership failed to include a Lead Warning Statement in, or attached to, their contracts with each of the lessees listed in Paragraph 54, above.

124. Respondents TCB and Kensington Square II Limited Partnership failed to include a Lead Warning Statement in, or attached to, their contracts with each of the lessees listed in Paragraph 55, above.

125. Respondents TCB and TCB LM 2 Limited Partnership failed to include a Lead Warning Statement in or attached to their contract with the lessee listed in Paragraph 56, above.

126. Respondents TCB and TCB Niagara Limited Partnership failed to include a Lead Warning Statement in, or attached to, their contracts with each of the lessees listed in Paragraph 57, above.

127. Respondents TCB and Worcester Lofts Limited Partnership failed to include a Lead Warning Statement in, or attached to, their contracts with each of the lessees listed in Paragraph 58, above.

128. Respondents TCB and Park West Residents Association, Inc. failed to include a Lead Warning Statement in, or attached to, their contracts with each of the lessees listed in Paragraph 59, above.

129. Respondents TCB and South City Housing Limited Partnership failed to include a Lead Warning Statement in or attached to their contract with the lessee listed in Paragraph 60, above.

130. Respondents TCB and Plumley Village LLC failed to include a Lead Warning Statement in, or attached to, their contracts with each of the lessees listed in Paragraph 61, above.

In addition, Respondents TCB and Plumley Village LLC failed to include a Lead Warning Statement in, or attached to, their contracts with each of the following lessees:

- a) Grisela Berrios, who became obligated to rent 11 Prospect St., 6, Worcester, MA, on or about September 1, 2004;
- b) Jeanine Mina, who became obligated to rent 11 Prospect St., 9, Worcester, MA, on or about August 4, 2004;
- c) Darky Perdeno, who became obligated to rent 11 Prospect St., 12, Worcester, MA, on or about August 9, 2004;
- d) Gladys Amaning, who became obligated to rent 10 Everett Gaylord Blvd., 1, Worcester, MA, on or about June 1, 2004;
- e) Luz Maria Oguedo, who became obligated to rent 11 Prospect St., 9, Worcester, MA, on or about August 4, 2004;
- f) Marilyn Santana, who became obligated to rent 11 Laurel St., 11, Worcester, MA, on or about August 6, 2004;
- g) Maxine Davis, who became obligated to rent 11 Laurel St., 28, Worcester, MA, on or about September 20, 2004;
- h) Swilda Robles, who became obligated to rent 20 Everett Gaylord Blvd., 6, Worcester, MA, on or about August 1, 2005;
- i) Liduvina Patterson, who became obligated to rent 29 Laurel St., 9, Worcester, MA, on or about August 10, 2005;
- j) Luisa Andujar, who became obligated to rent 29 Laurel St., 14, Worcester, MA, on or about June 1, 2005;
- k) Maria Bonilla, who became obligated to rent 35 Laurel St., 8, Worcester, MA, on or about July 1, 2004;
- l) Margalis Garcia, who became obligated to rent 35 Laurel St., 11, Worcester, MA, on or about August 27, 2004;
- m) Yudeska Florentino, who became obligated to rent 50 Everett Gaylord Blvd., 12, Worcester, MA, on or about August 23, 2004;
- n) Sharine Daniel, who became obligated to rent 50 Everett Gaylord Blvd., 17, Worcester, MA, on or about July 15, 2004;
- o) Luz Liriano, who became obligated to rent 60 Everett Gaylord Blvd., 7, Worcester, MA, on or about June 18, 2004;
- p) Luz Sepulueda, who became obligated to rent 16 Laurel St., 207, Worcester, MA, on or about August 2, 2004;
- q) Sylvester Nguyen, who became obligated to rent 16 Laurel St., 304, Worcester, MA, on or about September 8, 2005;
- r) Amalfy Pena, who became obligated to rent 16 Laurel St., 308, Worcester, MA, on or about July 26, 2005;
- s) Dinnastine Morgan, who became obligated to rent 16 Laurel St., 407, Worcester, MA, on or about August 14, 2005;

- t) Francesca Pacheco, who became obligated to rent 16 Laurel St., 505, Worcester, MA, on or about June 29, 2004;
- u) Jeanette Torres, who became obligated to rent 16 Laurel St., 707, Worcester, MA, on or about September 1, 2004;
- v) Deborah Chavis, who became obligated to rent 16 Laurel St., 803, Worcester, MA, on or about July 1, 2004;
- w) Mabel Feliciano Vega, who became obligated to rent 16 Laurel St., 1403, Worcester, MA, on or about July 28, 2004;
- x) Gabriel Ortiz, who became obligated to rent 16 Laurel St., 1606, Worcester, MA, on or about August 10, 2005.

131. Respondents TCB and Project III Housing Corporation failed to include a Lead Warning Statement in, or attached to, their contracts with each of the lessees listed in Paragraph 62, above.

132. Respondents TCB and South Canal Limited Partnership failed to include a Lead Warning Statement in, or attached to, their contracts with each of the following lessees:

- a) Guillermo Reyes, who became obligated to rent 561 South Canal St., 511, Holyoke, MA, on or about August 16, 2004;
- b) Wendys Echevarria, who became obligated to rent 559 South Canal St., 633, Holyoke, MA, on or about August 27, 2004;
- c) Emma Morales, who became obligated to rent 584 South Summer St., 1413, Holyoke, MA, on or about July 15, 2004;
- d) Marielis Castro, who became obligated to rent 584 South Summer St., 1431, Holyoke, MA, on or about July 2, 2004;
- e) Alma Vazquez, who became obligated to rent 588 South Summer St., 1643, Holyoke, MA, on or about August 6, 2004.

133. Respondents TCB and Churchill Homes II Limited Partnership's failure to include a Lead Warning Statement in or attached to twenty (20) lease contracts constitutes twenty (20) separate violations of 40 C.F.R. § 745.113(b)(1), and TSCA Section 409, 15 U.S.C. § 2689.

134. Respondents TCB and Cinque Green Limited Partnership's failure to include a Lead Warning Statement in or attached to eighty (80) lease contracts constitutes eighty (80) separate violations of 40 C.F.R. § 745.113(b)(1), and TSCA Section 409.

135. Respondents TCB and Chancy House Limited Partnership's failure to include a Lead Warning Statement in or attached to two (2) lease contracts constitutes two (2) separate violations of 40 C.F.R. § 745.113(b)(1), and TSCA Section 409.

136. Respondents TCB and Central Grammar Limited Partnership's failure to include a Lead Warning Statement in or attached to four (4) lease contracts constitutes four (4) separate violations of 40 C.F.R. § 745.113(b)(1), and TSCA Section 409.

137. Respondents TCB and Kensington Square I Limited Partnership's failure to include a Lead Warning Statement in or attached to eighteen (18) lease contracts constitutes eighteen (18) separate violations of 40 C.F.R. § 745.113(b)(1), and TSCA Section 409.

138. Respondents TCB and Franklin School Housing Limited Partnership's failure to include a Lead Warning Statement in or attached to fifteen (15) lease contracts constitutes fifteen (15) separate violations of 40 C.F.R. § 745.113(b)(1), and TSCA Section 409.

139. Respondents TCB and Franklin Park Limited Partnership's failure to include a Lead Warning Statement in or attached to two (2) lease contracts constitutes two (2) separate violations of 40 C.F.R. § 745.113(b)(1), and TSCA Section 409.

140. Respondents TCB and Westfield 202, Inc.'s failure to include a Lead Warning Statement in or attached to three (3) lease contracts constitutes three (3) separate violations of 40 C.F.R. § 745.113(b)(1), and TSCA Section 409.

141. Respondents TCB and Dartmouth TCB Limited Partnership's failure to include a Lead Warning Statement in or attached to nineteen (19) lease contracts constitutes nineteen (19) separate violations of 40 C.F.R. § 745.113(b)(1), and TSCA Section 409.

142. Respondents TCB and Corky Row I Limited Partnership's failure to include a Lead

Warning Statement in or attached to four (4) lease contract constitutes four (4) separate violations of 40 C.F.R. § 745.113(b)(1), and TSCA Section 409.

143. Respondents TCB and Kensington Square II Limited Partnership's failure to include a Lead Warning Statement in or attached to sixteen (16) lease contracts constitutes sixteen (16) separate violations of 40 C.F.R. § 745.113(b)(1), and TSCA Section 409.

144. Respondents TCB and TCB LM 2 Limited Partnership's failure to include a Lead Warning Statement in or attached to one (1) lease contract constitutes one (1) violation of 40 C.F.R. § 745.113(b)(1), and TSCA Section 409.

145. Respondents TCB and TCB Niagara Limited Partnership's failure to include a Lead Warning Statement in or attached to three (3) lease contracts constitutes three (3) separate violations of 40 C.F.R. § 745.113(b)(1), and TSCA Section 409.

146. Respondents TCB and Worcester Lofts Limited Partnership's failure to include a Lead Warning Statement in or attached to six (6) lease contracts constitutes six (6) separate violations of 40 C.F.R. § 745.113(b)(1), and TSCA Section 409.

147. Respondents TCB and Park West Residents Association, Inc.'s failure to include a Lead Warning Statement in or attached to thirty-eight (38) lease contracts constitutes thirty-eight (38) separate violations of 40 C.F.R. § 745.113(b)(1), and TSCA Section 409.

148. Respondents TCB and South City Housing Limited Partnership's failure to include a Lead Warning Statement in or attached to one (1) lease contract constitutes one (1) violation of 40 C.F.R. § 745.113(b)(1), and TSCA Section 409.

149. Respondents TCB and Plumley Village Limited Partnership's failure to include a Lead Warning Statement in or attached to thirty-one (31) lease contracts constitutes thirty-one

(31) separate violations of 40 C.F.R. § 745.113(b)(1), and TSCA Section 409.

150. Respondents TCB and Project III Housing Corporation's failure to include a Lead Warning Statement in or attached to two (2) lease contracts constitutes two (2) separate violations of 40 C.F.R. § 745.113(b)(1), and TSCA Section 409.

151. Respondents TCB and South Canal Limited Partnership's failure to include a Lead Warning Statement in or attached to five (5) lease contract constitutes five (5) separate violations of 40 C.F.R. § 745.113(b)(1), and TSCA Section 409.

152. Each of the above-listed instances of violation alleged in the Third Count is a prohibited act under TSCA Section 409 and 40 C.F.R. § 745.118(e) and each is a violation for which penalties may be assessed pursuant to Section 1018(b)(5) of the Act and Section 16 of TSCA.

FOURTH COUNT

Failure to Include Disclosure Statement Regarding Lead-Based Paint/Hazards

153. Paragraphs 1 through 152, above, are incorporated by reference as if fully set forth herein.

154. Pursuant to 40 C.F.R. § 745.113(b)(2), a contract to lease target housing must include, 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 a statement indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards.

155. Respondents TCB and Churchill Homes II Limited Partnership failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a

statement indicating no knowledge of the same in, or attached to, their contracts with each of the lessees listed in Paragraph 45, above.

156. Respondents TCB and Cinque Green Limited Partnership failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, their contracts with each of the lessees listed in Paragraph 46, above.

157. Respondents TCB and Chauncy House Limited Partnership failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, their contracts with each of the lessees listed in Paragraph 47, above.

158. Respondents TCB and Central Grammar Limited Partnership failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, their contracts with each of the lessees listed in Paragraph 48, above.

159. Respondents TCB and Kensington Square I Limited Partnership failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, their contracts with each of the lessees listed in Paragraph 49, above.

160. Respondents TCB and Franklin School Housing Limited Partnership failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, their contracts with each of the lessees listed in Paragraph 50, above.

161. Respondents TCB and TCB Franklin Park Limited Partnership failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, their contracts with each of the lessees listed in Paragraph 51, above. In addition, Respondents TCB and TCB Franklin Park Limited Partnership failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, their contract to lease 130 Adams St., Unit 30, in Dorchester, MA, to Ramon Nunez. Mr. Nunez became obligated to rent the apartment on or about September 13, 2005.

162. Respondents TCB and Westfield 202, Inc. failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, their contracts with each of the lessees listed in Paragraph 52, above.

163. Respondents TCB and Dartmouth TCB Limited Partnership failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, their contracts with each of the lessees listed in Paragraph 53, above. In addition, Respondents TCB and Dartmouth TCB Limited Partnership failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, their contract to lease 794 Tremont St., Unit B, in Boston, MA, to Willie Mae Thomas. Ms. Thomas became obligated to rent the apartment on or about September 1, 2004.

164. Respondents TCB and Corky Row I Limited Partnership failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a

statement indicating no knowledge of the same in, or attached to, their contracts with each of the lessees listed in Paragraph 54, above.

165. Respondents TCB and Kensington Square II Limited Partnership failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, their contracts with each of the lessees listed in Paragraph 55, above.

166. Respondents TCB and TCB LM 2 Limited Partnership failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, their contracts with each of the following lessees:

- a) Apolinar Oller, who became obligated to rent 330 Haverhill St., 2A, Lawrence, MA, on or about July 5, 2005;
- b) Maximo Ceballos, who became obligated to rent 356 Haverhill St., 1B, Lawrence, MA, on or about September 1, 2005.

167. Respondents TCB and TCB Niagara Limited Partnership failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, their contracts with each of the lessees listed in Paragraph 57, above.

168. Respondents TCB and Worcester Lofts Limited Partnership failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, their contracts with each of the lessees listed in Paragraph 58, above.

169. Respondents TCB and Park West Residents Association, Inc. failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a

statement indicating no knowledge of the same in, or attached to, their contracts with each of the lessees listed in Paragraph 59 , above.

170. Respondents TCB and South City Housing Limited Partnership failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, their contracts with each of the following lessees:

- a) Aido Concepcion, who became obligated to rent 31 Cabot St., 1R, Holyoke, MA, on or about August 17, 2004;
- b) Bianca Figueroa, who became obligated to rent 20 Hamilton St., 1R, Holyoke, MA, on or about August 18, 2004;
- c) Yeliska Espada, who became obligated to rent 20 Hamilton St., 2R, Holyoke, MA, on or about August 1, 2005;
- d) Cristina Walter, who became obligated to rent 561 South Summer St., 3, Holyoke, MA, on or about September 2, 2004;
- e) Nicole Fournier, who became obligated to rent 542 South Bridge St., 3R, Holyoke, MA, on or about August 26, 2004;
- f) Zelidez Collazo and Andres Ortiz, who became obligated to rent 542 South Bridge St., 3L, Holyoke, MA, on or about July 1, 2004;
- g) Nicole Beaulieu, who became obligated to rent 542 South Bridge St., 4L, Holyoke, MA, on or about July 1, 2004.

171. Respondents TCB and Plumley Village LLC failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, their contracts with each of the lessees listed in Paragraph 61, above. In addition, Respondents TCB and Plumley Village LLC failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, their contracts with each of the following lessees:

- a) Grisela Berrios, who became obligated to rent 11 Prospect St., 6, Worcester, MA, on or about September 1, 2004;
- b) Jeanine Mina, who became obligated to rent 11 Prospect St., 9, Worcester, MA, on or about August 4, 2004;

- c) Darky Perdeno, who became obligated to rent 11 Prospect St., 12, Worcester, MA, on or about August 9, 2004;
- d) Luz Maria Oguedo, who became obligated to rent 11 Prospect St., 9, Worcester, MA, on or about August 4, 2004;
- e) Luisa Andujar, who became obligated to rent 29 Laurel St., 14, Worcester, MA, on or about June 1, 2005;
- f) Margalis Garcia, who became obligated to rent 35 Laurel St., 11, Worcester, MA, on or about August 27, 2004;
- g) Sharine Daniel, who became obligated to rent 50 Everett Gaylord Blvd., 17, Worcester, MA, on or about July 15, 2004;
- h) Amalfy Pena, who became obligated to rent 16 Laurel St., 308, Worcester, MA, on or about July 26, 2005;
- i) Jeanette Torres, who became obligated to rent 16 Laurel St., 707, Worcester, MA, on or about September 1, 2004.

172. Respondents TCB and Project III Housing Corporation failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, their contracts with each of the lessees listed in Paragraph 62, above.

173. Respondents TCB and Puerta de la Esperanza LLC failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, their contracts with each of the following lessees:

- a) Katherine Acevedo, who became obligated to rent 76 Cabot St., 2L, Holyoke, MA, on or about August 29, 2005;
- b) Brenda Walter, who became obligated to rent 76 Cabot St., 3L, Holyoke, MA, on or about August 8, 2005.

174. Respondents TCB and South Canal Limited Partnership failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, their contracts with each of the lessees listed in Paragraph 132, above. In addition, Respondents TCB and South Canal Limited Partnership failed to include a statement disclosing the presence of known lead-based paint

and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or

attached to, their contracts with each of the following lessees:

- a) Migdalia Vega, who became obligated to rent 567 South Canal St., 212, Holyoke, MA, on or about August 20, 2004;
- b) Juan De Jesus, who became obligated to rent 565 South Canal St., 321, Holyoke, MA, on or about August 13, 2004;
- c) Jakeline Maldonado, who became obligated to rent 567 South Canal St., 221, Holyoke, MA, on or about September 2, 2005;
- d) Gregorio Diaz, who became obligated to rent 576 South Canal St., 1142, Holyoke, MA, on or about August 19, 2004;
- e) Luis Alvarado, who became obligated to rent 582 South Canal St., 1343, Holyoke, MA, on or about September 16, 2005;
- f) Edith Cordero, who became obligated to rent 584 South Summer St., 1421, Holyoke, MA, on or about July 1, 2004;
- g) Jose Olivo, who became obligated to rent 588 South Summer St., 1642, Holyoke, MA, on or about August 23, 2004.

175. Respondents TCB and Verano Apartments Limited Partnership failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, their contract to lease 13 Hamilton St., Unit 4R, in Holyoke, MA, to Rosa Cirino. Ms. Cirino became obligated to rent the apartment on or about August 16, 2004.

176. Respondents TCB and South Summer Street Associates Limited Partnership failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, their contracts with each of the following lessees:

- a) Yanil Reyes and Little John Velez, who became obligated to rent 12 Hamilton St., 2R, Holyoke, MA, on or about September 1, 2005;
- b) Ciaranette Gonzalez, who became obligated to rent 12 Hamilton St., 4R, Holyoke, MA, on or about August 29, 2005.

177. Respondents TCB and South Holyoke Limited Partnership failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a

statement indicating no knowledge of the same in, or attached to, their contracts with each of the following lessees:

- a) Lily Diaz, who became obligated to rent 527 South Bridge St., 1R, Holyoke, MA, on or about August 13, 2004;
- b) Laurel Sanchez, who became obligated to rent 527 South Bridge St., 1L, Holyoke, MA, on or about September 1, 2004;
- c) Gladys Rodriguez, who became obligated to rent 529 South Bridge St., 3L, Holyoke, MA, on or about July 1, 2004;
- d) Jose Rivera, who became obligated to rent 534 South Bridge St., 1R, Holyoke, MA, on or about August 13, 2004;
- e) Marilyn Cruz and Jose Cruz, who became obligated to rent 534 South Bridge St., 1R, Holyoke, MA, on or about September 8, 2005.

178. Respondents TCB and Churchill Homes II Limited Partnership's failure to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards in, or attached to, twenty (20) lease contracts constitutes twenty (20) separate violations of 40 C.F.R. § 745.113(b)(2), and TSCA Section 409, 15 U.S.C. § 2689.

179. Respondents TCB and Cinque Green Limited Partnership's failure to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, eighty (80) lease contracts constitutes eighty (80) separate violations of 40 C.F.R. § 745.113(b)(2), and TSCA Section 409.

180. Respondents TCB and Chauncy House Limited Partnership's failure to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, two (2) lease contracts constitutes two (2) separate violations of 40 C.F.R. § 745.113(b)(2), and TSCA Section 409.

181. Respondents TCB and Central Grammar Limited Partnership's failure to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a

statement indicating no knowledge of the same in, or attached to, four (4) lease contracts constitutes four (4) separate violations of 40 C.F.R. § 745.113(b)(2), and TSCA Section 409.

182. Respondents TCB and Kensington Square I Limited Partnership's failure to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, eighteen (18) lease contracts constitutes eighteen (18) separate violations of 40 C.F.R. § 745.113(b)(2), and TSCA Section 409.

183. Respondents TCB and Franklin School Housing Limited Partnership's failure to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, fifteen (15) lease contracts constitutes fifteen (15) separate violations of 40 C.F.R. § 745.113(b)(2), and TSCA Section 409.

184. Respondents TCB and TCB Franklin Park Limited Partnership's failure to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, three (3) lease contracts constitutes three (3) separate violations of 40 C.F.R. § 745.113(b)(2), and TSCA Section 409.

185. Respondents TCB and Westfield 202, Inc.'s failure to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, three (3) lease contracts constitutes three (3) separate violations of 40 C.F.R. § 745.113(b)(2), and TSCA Section 409.

186. Respondents TCB and Dartmouth TCB Limited Partnership's failure to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a

statement indicating no knowledge of the same in, or attached to, twenty (20) lease contracts constitutes twenty (20) separate violations of 40 C.F.R. § 745.113(b)(2), and TSCA Section 409.

187. Respondents TCB and Corky Row I Limited Partnership's failure to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, four (4) lease contracts constitutes four (4) separate violations of 40 C.F.R. § 745.113(b)(2), and TSCA Section 409.

188. Respondents TCB and Kensington Square II Limited Partnership's failure to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, sixteen (16) lease contracts constitutes sixteen (16) separate violations of 40 C.F.R. § 745.113(b)(2), and TSCA Section 409.

189. Respondents TCB and TCB LM 2 Limited Partnership's failure to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, two (2) lease contracts constitutes two (2) separate violations of 40 C.F.R. § 745.113(b)(2), and TSCA Section 409.

190. Respondents TCB and TCB Niagara Limited Partnership's failure to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, three (3) lease contracts constitutes three (3) separate violations of 40 C.F.R. § 745.113(b)(2), and TSCA Section 409.

191. Respondents TCB and Worcester Lofts Limited Partnership's failure to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, six (6) lease contracts constitutes six (6) separate violations of 40 C.F.R. § 745.113(b)(2), and TSCA Section 409.

192. Respondents TCB and Park West Residents Association, Inc.'s failure to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, thirty-eight (38) lease contracts constitutes thirty-eight (38) separate violations of 40 C.F.R. § 745.113(b)(2), and TSCA Section 409.

193. Respondents TCB and South City Housing Limited Partnership's failure to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, seven (7) lease contracts constitutes seven (7) separate violations of 40 C.F.R. § 745.113(b)(2), and TSCA Section 409.

194. Respondents TCB and Plumley Village Limited Partnership's failure to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, sixteen (16) lease contracts constitutes sixteen (16) separate violations of 40 C.F.R. § 745.113(b)(2), and TSCA Section 409.

195. Respondents TCB and Project III Housing Corporation's failure to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, two (2) lease contracts constitutes two (2) separate violations of 40 C.F.R. § 745.113(b)(2), and TSCA Section 409.

196. Respondents TCB and Puerta de la Esperanza LLC's failure to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, two (2) lease contracts constitutes two (2) separate violations of 40 C.F.R. § 745.113(b)(2), and TSCA Section 409.

197. Respondents TCB and South Canal Limited Partnership's failure to include a

statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, twelve (12) lease contracts constitutes twelve (12) separate violations of 40 C.F.R. § 745.113(b)(2), and TSCA Section 409.

198. Respondents TCB and Verano Apartments Limited Partnership's failure to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, one (1) lease contract constitutes one (1) violation of 40 C.F.R. § 745.113(b)(2), and TSCA Section 409.

199. Respondents TCB and South Summer Street Associates Limited Partnership's failure to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, two (2) lease contracts constitutes two (2) separate violations of 40 C.F.R. § 745.113(b)(2), and TSCA Section 409.

200. Respondents TCB and South Holyoke Limited Partnership's failure to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or a statement indicating no knowledge of the same in, or attached to, five (5) lease contracts constitutes five (5) separate violations of 40 C.F.R. § 745.113(b)(2), and TSCA Section 409.

201. Each of the above-listed instances of violation alleged in the Fourth Count is a prohibited act under TSCA Section 409 and 40 C.F.R. § 745.118(e) and each is a violation for which penalties may be assessed pursuant to Section 1018(b)(5) of the Act and Section 16 of TSCA.

VI. PROPOSED PENALTY

202. Section 1018(b)(5) of the Act, 42 U.S.C. § 4825d(b)(5), and 40 C.F.R.

§ 745.118(f) provide that, for purposes of enforcing the Disclosure Rule under TSCA, the penalty for each violation under Section 16 of TSCA shall be no more than \$10,000, except for violations occurring after July 28, 1997, which shall be no more than \$11,000.

203. In determining the amount of any penalty to be assessed, Section 16 of TSCA requires EPA to consider the nature, circumstances, extent and gravity of the violations and, with respect to the violator, ability to pay, the effect of the proposed penalty on the ability of the violator to continue to do business, any history of prior such violations, the degree of culpability of the violator, and such other matters as justice may require. 15 U.S.C. § 2615. To assess a penalty for the violations alleged herein, Complainant will take into account the particular facts and circumstances of this case with specific reference to EPA's December 2007 *Section 1018 - Disclosure Rule Enforcement Response and Penalty Policy* ("Penalty Policy"), a copy of which is enclosed with this Complaint. The Penalty Policy provides a rational, consistent, and equitable calculation methodology for applying the above-listed statutory penalty factors to specific cases.

204. By this Complaint, Complainant seeks to assess civil penalties of up to \$11,000 per violation against the Respondents for the following violations:

- a) FIRST COUNT: Two hundred forty-six (246) separate violations of 40 C.F.R. § 745.107(a)(1) for failure to provide an EPA-approved lead hazard information pamphlet – A lessor's failure to provide an EPA-approved lead hazard information pamphlet has a high probability of impairing a lessee's ability to properly assess information regarding the risks associated with exposure to lead-based paint and/or lead-based paint hazards and to weigh this information when leasing target housing. The pamphlet describes the hazards associated with lead-based paint and provides information about how lessees can protect themselves against potential lead exposure. The pamphlet also explains that lead exposure is especially harmful to young children and pregnant women.
- b) SECOND COUNT: Forty-two (42) separate violations of 40 C.F.R. §§ 745.107(a)(2) and/or 745.107(a)(4) for failure to disclose to lessees the presence

of any known lead-based paint and/or lead-based paint hazards and provide lessees with records and reports pertaining to the same – A lessor’s failure to disclose the presence of any known lead-based paint and/or lead-based paint hazards is a serious violation of the Disclosure Rule regulations. A failure to disclose known lead-based paint and/or lead-based paint hazards has a high probability of impairing a lessee’s ability to properly assess and weigh the potential health risks associated with leasing target housing and greatly increases the likelihood of exposure to lead-based paint hazards. A lessor’s failure to provide records or reports pertaining to lead-based paint to a lessee has a high probability of impairing the lessee’s ability to properly assess and weigh the health risks associated with target housing and greatly increases the likelihood of exposure to lead-based paint hazards. A lessor’s failure to provide records or reports about lead-based paint and/or lead-based paint hazards undermines the intent of Disclosure Rule, which is to disclose to potential lessees any and all information regarding lead-based paint and/or lead-based paint hazards that may be present in the target housing the lessees are considering renting.

- c) THIRD COUNT: Two hundred seventy (270) separate violations of 40 C.F.R. § 745.113(b)(1) for failure to provide a Lead Warning Statement – A lessor’s failure to include a Lead Warning Statement in the language of a lease contract, or as an attachment thereto, has a high probability of impairing a lessee’s ability to properly assess information regarding the risks associated with exposure to lead-based paint and to weigh this information with regard to leasing the target housing in question. The Lead Warning Statement explains that lead exposure is especially harmful to young children and pregnant women.

- d) FOURTH COUNT: Two hundred eighty-one (281) separate violations of 40 C.F.R. § 745.113(b)(2) for failure to provide a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards – A lessor’s failure to include a statement disclosing knowledge of lead-based paint and/or lead-based paint hazards has a medium probability of impairing a lessee’s ability to properly assess the risks associated with leasing target housing. The intent of this provision is to put potential lessees on notice of specific information relating to the presence of lead in housing and violations of this provision deprive lessees of their ability to make decisions based upon risk. Without such a statement, a lessee may unwittingly lease a unit that is known to contain lead-based paint.

205. The number of violations alleged in this Complaint for each respective Respondent is as follows:

Respondent	Violation(s) per Respondent
TCB	839
Chauncy House Limited Partnership	6
Central Grammar Limited Partnership	12
Churchill Homes II Limited Partnership	62
Cinque Green Limited Partnership	240
Dartmouth TCB Limited Partnership	58
Franklin School Housing Limited Partnership	45
Kensington Square I Limited Partnership	68
Kensington Square II Limited Partnership	58
Park West Residents Association, Inc.	114
Plumley Village LLC	54
Project III Housing Corporation	6
Puerta de la Esperanza LLC	2
South Canal Limited Partnership	22
South City Housing Limited Partnership	9
South Holyoke Limited Partnership	5
South Summer Street Associates Limited Partnership	2
TCB Corky Row I Limited Partnership	16
TCB Franklin Park Limited Partnership	10
TCB LM 2 Limited Partnership	5
TCB Niagara Limited Partnership	11
Verano Apartments Limited Partnership	1
Westfield 202, Inc.	9
Worcester Lofts Limited Partnership	24

206. Prior to any hearing on this case, EPA will file a document specifying a proposed penalty for the violations alleged herein and explaining how the proposed penalty was calculated, as required by the Consolidated Rules of Practice. Complainant will calculate a proposed penalty based, in part, on its current knowledge of the Respondents' financial condition. The proposed penalty may be adjusted if Respondents establish *bona fide* issues or defenses relevant to the appropriate amount of the penalty. Respondents shall pay the civil penalty with a cashier's or certified check, payable to the Treasurer, United States of America. Respondents should note on

the check the docket number of this Complaint (EPA Docket No. TSCA-01-2008-0079). The check shall be forwarded to:

U.S. Environmental Protection Agency
Fines and Penalties
P.O. Box 979077
St. Louis, MO 63197-9000

In addition, at the time of payment, notice of payment of the civil penalty and copies of the check should be forwarded to:

Wanda I. Santiago, Regional Hearing Clerk
U.S. Environmental Protection Agency-Region 1
One Congress Street, Suite 1100 (RAA)
Boston, Massachusetts 02114-2023

and

Hugh W. Martinez, Senior Enforcement Counsel
Office of Environmental Stewardship
U.S. Environmental Protection Agency-Region 1
One Congress Street, Suite 1100 (SEL)
Boston, Massachusetts 02114-2023

207. Neither the assessment nor payment of an administrative penalty shall affect Respondents' continuing obligation to comply with all applicable requirements of federal law.

VII. OPPORTUNITY TO REQUEST A HEARING AND FILE ANSWER

208. As provided by Section 16(a)(2)(A) of TSCA, 15 U.S.C. § 2615(a)(2)(A), and in accordance with 40 C.F.R. § 22.14 of the Consolidated Rules of Practice, Respondents have a right to request a hearing on any material fact alleged in this Complaint or on the appropriateness of the proposed penalty. Any such hearing would be conducted in accordance with 40 C.F.R.

Part 22. A request for a hearing must be incorporated into a written Answer. Respondents must file the original and one copy of the written Answer to this Complaint within thirty

(30) days of receipt of this Complaint. Respondents shall send the Answer to the Regional Hearing Clerk at the following address:

Wanda I. Santiago, Regional Hearing Clerk
U.S. Environmental Protection Agency-Region 1
One Congress Street, Suite 1100 (RAA)
Boston, Massachusetts 02114-2023

Respondents shall serve copies of the Answer, and any other documents submitted in this proceeding, to Complainant's counsel at the following address:

Hugh W. Martinez, Senior Enforcement Counsel
Office of Environmental Stewardship
U.S. Environmental Protection Agency-Region 1
One Congress Street, Suite 1100 (SEL)
Boston, Massachusetts 02114-2023

In their Answer, Respondents may contest any material fact contained in the Complaint. The Answer shall directly admit, deny, or explain each of the factual allegations contained in the Complaint and shall state: (1) the circumstances or arguments alleged to constitute the grounds of any defense; (2) the facts Respondents dispute; (3) the basis for opposing any proposed relief; and, (4) whether a hearing is requested. Where Respondents have no knowledge as to a particular factual allegation and so state, the allegation is deemed denied. Any failure of Respondents to admit, deny, or explain any material fact contained in the Complaint constitutes an admission of that allegation. *See* 40 C.F.R. § 22.15 for the required contents of an Answer.

VIII. DEFAULT ORDER

209. If Respondents fail to file a timely Answer to the Complaint, Respondents may be found to be in default, pursuant to 40 C.F.R. § 22.17. For purposes of this action only, default by Respondents constitutes an admission of all facts alleged in the Complaint and a waiver of

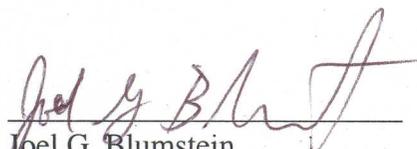
Respondents' right to contest such factual allegations under Section 16(a)(2)(A) of TSCA.

Pursuant to 40 C.F.R. § 22.17(d), the penalty assessed in the default order shall become due and payable by Respondents without further proceedings thirty (30) days after the default order becomes final.

IX. SETTLEMENT CONFERENCE

210. Whether or not a hearing is requested upon filing an Answer, Respondents may confer informally with the EPA concerning the alleged violations. Such conference provides Respondents with an opportunity to provide whatever additional information may be relevant to the disposition of this matter. Any settlement shall be made final by the issuance of a written Consent Agreement and Final Order by the Regional Judicial Officer, EPA Region 1.

211. Please note that a request for an informal settlement conference does not extend the period within which a written Answer must be submitted in order to avoid default. To explore the possibility of settlement in this matter, Respondents should contact Hugh W. Martinez, Senior Enforcement Counsel, Office of Environmental Stewardship, EPA Region 1, at the address cited above or at (617) 918-1867. Mr. Martinez has been designated to represent Complainant in this matter and is authorized, under 40 C.F.R. § 22.5(c)(4), to receive service on behalf of Complainant.


Joel G. Blumstein
Enforcement Manager
Office of Environmental Stewardship
U.S. Environmental Protection Agency, Region 1
One Congress Street, Suite 1100 (SEE)
Boston, MA 02114-2023

7/2/08
Date

In re: The Community Builders, Inc. et al.
EPA Docket No. TSCA-01-2008-0079

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Complaint and Notice of Opportunity for Administrative Hearing and Cover Letter to the Regional Hearing Clerk have been provided to the following persons on the date noted below:

Original and one copy,
hand-delivered:

Wanda I. Santiago
Regional Hearing Clerk
U.S. EPA, Region 1
One Congress Street, Suite 1100 (RAA)
Boston, MA 02114-2023

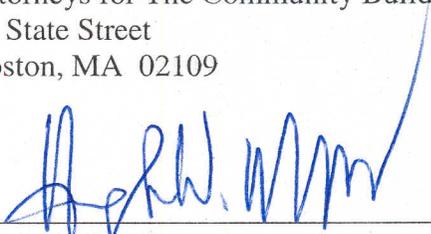
One copy (with the Part 22 Rules
and Penalty Policy enclosed),
by Certified Mail,
Return Receipt Requested:

Patrick E. Clancy, President and CEO
The Community Builders, Inc.
95 Berkeley Street, Suite 500
Boston, MA 02116

One copy (with Part 22 Rules
and Penalty Policy), by Certified
Mail, Return Receipt
Requested:

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