

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
BEFORE THE ENVIRONMENTAL APPEALS BOARD
WASHINGTON, D.C.

In the Matter of:)
FOREST CITY RESIDENTIAL) Docket No. TSCA HQ-2006-5003
MANAGEMENT, INC.)
Respondent.) **FINAL ORDER**

Pursuant to section 16 of TSCA, 13 U.S.C. § 2615, it is hereby **ORDERED THAT:**

1. The Respondent shall comply with all of the terms of the Consent Agreement, incorporated herein, by reference;
2. The Respondent is assessed a civil penalty in the total sum of Seven Thousand and Seven Hundred Dollars (\$7,700.00); and;
3. The Respondent shall, within thirty (30) calendar days of the execution of this Final Order, dispatch a cashier's or certified check payable to the order of the "Treasurer of the United States of America" in the amount of Seven Thousand Seven Hundred Dollars (\$7,700.00). The check shall indicate that it is for "Docket No, TSCA HQ-2006-5003" and shall be mailed to the following:

U.S. Environmental Protection Agency
Headquarters Hearing Clerk
P.O. Lockbox 360277
Pittsburgh, PA 15251-6277

or make payment through a wire transfer as described in the Consent Agreement.

4. This order shall be in effect forthwith.

IT IS SO ORDERED.

ENVIRONMENTAL APPEALS BOARD

Date: February 29, 2008

By: *Anna L. Holquist*
Environmental Appeals Judge
U.S. Environmental Protection Agency

In the Matter of Forest City Residential Management, Inc.

Docket No. TSCA-HQ-2006-5003

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Consent Agreement and Final Order **In the Matter of Forest City Residential Management, Inc.**, Docket No. TSCA-HQ-2006-5003, has been filed with the EPA Environmental Appeals Board and that copies were sent accordingly:

Certified Mail, Return Receipt Requested

David E. Nash, Partner
McMahon Degulis, LLP
Caxton Building, Suite 350
812 Huron Road
Cleveland, OH 44115-1168

EPA Interoffice Mail Delivery

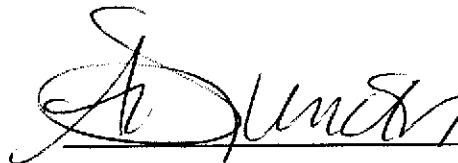
Sybil Anderson (Mail Code: 1900L)
Headquarters Hearing Clerk
U.S. Environmental Protection Agency
1099 14th Street NW, Suite 350 Franklin Court
Washington, DC 20005

EPA Interoffice Mail Delivery

Brian T. Dyer (Mail Code: 2249A)
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue NW
Washington, DC 20460-0001

MAR - 3 2008

Date



Annette Duncan (Mail Code: 1103B)
U.S. Environmental Protection Agency
Environmental Appeals Board
Ariel Rios Building
1200 Pennsylvania Avenue NW
Washington, DC 20460-0001

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
BEFORE THE ENVIRONMENTAL APPEALS BOARD
WASHINGTON, D.C.**

In the Matter of:)	
)	Docket No. TSCA HQ-2006-5003
FOREST CITY RESIDENTIAL)	
MANAGEMENT, INC.)	
)	
Respondent.)	CONSENT AGREEMENT AND
)	FINAL ORDER

The Complainant, by delegation from the Administrator of the U.S. Environmental Protection Agency (EPA), is the Director of the Toxics and Pesticides Enforcement Division, EPA Headquarters. The Respondent is Forest City Residential Management, Inc. (Forest City) located at 50 Public Square, Suite 1200, Cleveland, Ohio 44113-2203, jointly referred to as "the Parties," wishing to settle all matters pertaining to this case and having consented to the entry of this Consent Agreement and the attached proposed Final Order (CAFO) prior to the filing of a civil administrative complaint in this matter have agreed to settle this administrative cause of action for the assessment of a civil penalty pursuant to section 16(a) of the *Toxic Substances Control Act* (TSCA), 15 U.S.C. § 2615(a), in accordance with EPA's *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*, codified at 40 C.F.R. Part 22. Pursuant to 40 C.F.R. § 22.13(b) and § 22.18(b)(2), it is the intent of the Parties to simultaneously commence and conclude this proceeding by the issuance of this CAFO; NOW, THEREFORE, before the taking of any testimony, without any adjudication of any issues of law or fact herein, and without any admission of violation of law or regulation by the Respondent, the Parties consent to the entry of, and agree to comply with the terms of this CAFO.

I. PRELIMINARY STATEMENT

1. The Complainant alleges that the Respondent has violated section 409 of TSCA, 15 U.S.C. § 2689, by failing to comply with the regulatory requirements of 40 C.F.R. Part 745, Subpart F-*Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property* (Disclosure Rule), which was promulgated pursuant to *Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992*, 42 U.S.C. § 4852d (the Act).
2. The Respondent stipulates that EPA has jurisdiction over the subject matter of this CAFO.
3. The Respondent hereby waives any defenses it might have as to jurisdiction.
4. The Respondent neither admits nor denies the factual allegations or conclusions of law contained in this CAFO.
5. The Respondent hereby waives its right to a judicial or administrative review or hearing on any issue of law or fact set forth in this CAFO.
6. The Respondent waives its right to seek judicial review of the proposed Final Order.

II. EPA FINDINGS OF FACT AND LAW

7. Forest City is a real estate company that manages residential real estate properties in nineteen (19) states.

8. For all periods of time relevant to the violations alleged herein, the Respondent managed a residential property known as Midtown Towers, a 635-unit complex that is located at 5676 Broadview Road, Parma, Ohio 44134 (the Midtown Towers Property).
9. The Midtown Towers Property was constructed before 1978.
10. The Midtown Towers Property is "target housing" as defined by 40 C.F.R. § 745.103.
11. Forest City manages at least twenty-nine (29) target housing properties comprised of over ten thousand (10,000) dwelling units.
12. In exchange for monetary consideration, Forest City entered into a contract to lease with the following persons, respectively, which allowed these people to reside at the Midtown Towers Property:
 - Jose Hernandez and Mindy Molzan (contract entered 4/18/01);
 - Maria Rivas (contract entered on 5/29/01);
 - Paula, Nicholas, and Sean Wedig (contract entered on 5/17/01);
 - and
 - Kenneth and Judith Wilson (contract entered on 5/17/01).
13. These people are, hereinafter, referred to collectively as "Midtown Towers Lessees."
14. As a result of the contracts to lease, the Respondent became a "lessor," and each Midtown Towers Lessee became a "lessee" as those terms are defined by 40 C.F.R. § 745.103.
15. Pursuant to 40 C.F.R. § 745.107(a)(4), before a lessee is obligated under any contract to lease target housing, the lessor of the target housing must provide the lessee with any

record or report available to the lessor, or a summary of any such record or report, pertaining to lead-based paint (LBP) and/or lead-based paint hazards in the target housing being leased.

16. In January 2001, the Respondent had in its possession an incomplete lead inspection report for an inspection that was conducted on January 12 - 17, 2001, which was prepared by Richard B. Budman of ALC Environmental for the Midtown Towers Property.
17. This incomplete lead inspection report revealed the presence of lead-based paint in the Midtown Towers Property.
18. The Respondent did not provide the Midtown Towers Lessees the lead inspection report before each lessee became obligated under his/her respective contract to lease.
19. The Respondent's failure to provide the lead inspection report to the lessees before they were obligated under their respective contracts to lease is a violation of 40 C.F.R. § 745.107(a)(4) and, thus a prohibited act under section 409 of TSCA, 15 U.S.C. § 2689.

III. PROPOSED CIVIL PENALTY

20. Section 1018(b)(5) of the Act makes it a prohibited act under section 409 of TSCA for any person to fail or refuse to comply with the Disclosure Rule requirements. Section 16 of TSCA, section 1018(b)(5) of the Act, and the *Civil Monetary Inflation Rule*, 40 C.F.R. Part 19, authorize the assessment of a civil penalty of up to \$11,000 for each violation of the Disclosure Rule. Pursuant to section 16 of TSCA and the Act, the Complainant proposes to assess a final civil penalty in the amount of seven thousand seven hundred dollars (\$7,700.00) against the Respondent, based on the violations set forth above herein, and after consideration of the following statutory penalty factors: (i) the nature of the

violation, (ii) the circumstances surrounding the violation, (iii) the extent of the violation, (iv) the gravity of the violation, (v) the Respondent's ability to pay, (vi) the Respondent's history of prior such violations, and (vii) such other matters as justice may require. This civil penalty is proposed in accordance with *EPA's Lead-Based Paint Disclosure Rule Enforcement Response Policy* (December 1999) and *EPA's Final Supplemental Environmental Project Policy* (April 1998) (SEP Policy).

21. The Respondent has agreed to provide \$50,000.00 for a Supplemental Environmental Project (SEP), the terms of which are discussed in Section V of this CAFO, entitled "Supplemental Environmental Project: A Community-Based Initiative." In accordance with the SEP Policy dated April 10, 1998, whenever a SEP is conducted by a respondent, the total proposed penalty must be calculated by the Complainant in accordance with the *SEP Penalty Calculation Worksheet*, which is attached to the SEP Policy. The following represents the total proposed civil penalty based on the *SEP Penalty Calculation Worksheet*:

1.	Calculation of settlement amount without a SEP	
1a.	Total penalty:	\$44,000.00
1b.	Economic benefit:	\$0
1c.	Reduction of 30% for attitude, cooperation and good faith:	\$13,200.00
1d.	Settlement amount:	\$30,800.00
2.	Calculation of the minimum penalty amount with a SEP	
2a.	10% of the settlement amount:	\$3,080.00
2b.	Economic benefit plus the settlement amount:	\$3,080.00
2c.	25% of the settlement amount:	\$7,700.00
2d.	Minimum penalty amount (greater of 2c. or 2b)	\$7,700.00
3.	Calculation of the SEP cost using the project model	\$29,684.00
		@\$50,000.00
4.	Calculation of mitigation percentage and mitigation amount	

4a.	SEP Cost mitigation percentage:	80%
4b.	SEP Mitigation Amount (multiply step 3 by step 4a.)	\$23,747.20
5. Calculation of the final settlement penalty		
5a.	Subtract 4b. from step 1d.	\$7,053.00
5b.	Final Settlement Penalty (greater of step 2d. or step 5a)	\$7,700.00

IV. TERMS OF SETTLEMENT

22. The Respondent consents to the execution of the CAFO and consents to the payment of a civil penalty in the amount of seven thousand seven hundred dollars (\$7,700.00).
- a. Not more than thirty (30) calendar days after the execution date of the Final Order by EPA's Environmental Appeals Board (EAB), Respondent shall either submit a cashier's or certified check with a notation of "Forest City Residential Management, Inc., Civil Penalty Docket No. TSCA-HQ-2006-5003," payable to the order of the "Treasurer, United States of America," in the amount of **\$7,700.00** to:

EPA-Washington
(Hearing Clerk)
Docket No. TSCA-HQ-2006-5003
P.O. Box 360277
Pittsburgh, PA 15251-6277

or pay **\$7,700** by wire transfer with a notation of "Forest City Residential Management, Inc., Civil Penalty Docket No. TSCA-HQ-2006-5003" by using the following instructions:

Name of Beneficiary:	EPA
Number of Account for Deposit:	68010099
The Bank Holding Acct:	Treas_NYC
The ABA Routing Number:	021030004

- b. Respondent shall forward a copy of the check or documentation of a wire transfer to:

Brian T. Dyer, Case Development Officer
U.S. Environmental Protection Agency (2245A)
Toxics and Pesticides Enforcement Division
1200 Pennsylvania Ave., NW
Washington, D.C. 20460

- c. The Respondent understands that its failure to timely pay any portion of the civil penalty stated in Paragraph 22 may result in the commencement of a civil action in Federal District Court to recover the full remaining balance, along with penalties and accumulated interest. In such case, interest shall accrue thereon at the rate determined by the U.S. Secretary of Treasury on the unpaid balance until such civil penalty and any accrued interest are paid in full. Additionally, as provided by 31 U.S.C. § 3717(e)(2), a six percent (6%) per annum penalty (late charge) may be assessed on any amount not paid within ninety (90) days of the due date.
23. This CAFO resolves the civil and administrative claims of the United States alleged in this CAFO for violations of the Act, and the regulations promulgated thereunder; and in consideration of the payment of the civil penalty and full performance of the acts required under this CAFO, the EPA covenants not to take administrative action against Forest City for any alleged violations of the Act occurring prior to the execution of the Final Order. Forest City signs this CAFO with respect to all the Regulated Properties listed in Appendix A. The effect of settlement described in this paragraph takes effect upon the completion of the Respondent's obligations under this Consent Agreement; and is conditional upon the accuracy and thoroughness of the Respondent's representations and certifications as memorialized in this Consent Agreement and the Respondent's letter dated July 18, 2003.

24. Unless otherwise expressly provided herein, terms used in the text of this CAFO have the same meaning as the Act, 42 U.S.C. §§ 4851b, d, the Disclosure Rule, and section 402 of TSCA, 15 U.S.C. § 2681.

**V. SUPPLEMENTAL ENVIRONMENTAL PROJECT:
A COMMUNITY-BASED INITIATIVE**

25. Within thirty (30) days after the EAB has executed the Final Order, the Respondent shall enter into a contract with the Cleveland Housing Network (CHN) for the amount of \$50,000.00, net to CHN. CHN is a nonprofit organization that works to improve affordable housing for low-income residents in the Cleveland, Ohio metropolitan area.
26. The Respondent shall provide the Complainant with a copy of the contract between the Respondent and CHN (CHN Contract) within forty-five (45) days following the EAB's execution of the Final Order.
27. The CHN Contract shall provide that CHN will use the money exclusively to conduct the following project:
- a. First, CHN shall identify, target housing units (constructed prior to 1978) in its Lease Purchase Program that are located in the Cleveland metropolitan area, occupied by low-income tenants including one or more children under the age of six years old (children) and/or a pregnant woman, and that are not affiliated with or receiving project-based assistance from the U.S. Department of Housing and Urban Development. No property involved in this project may be owned, or occupied by an employee or agent of CHN or the Respondent.
 - b. After identifying such target housing that has never been tested for lead-based paint, CHN shall conduct a minimum of 50 visual lead-based paint inspections in such housing, to determine if further inspections are needed.

- c. If any visual inspections identify potential lead-based paint hazards CHN shall conduct as many follow up lead-based paint inspections or risk assessments as can be completed within the available contract amount.
 - d. All lead-based paint inspection or risk assessment reports must be delivered to the appropriate unit/building owner, property manager, if any, lessee, and to the Respondent.
 - e. If funds are still available, CHN shall conduct lead-based paint abatements or lead-based paint hazard reductions, whichever is determined to be of greater use in such housing that has been identified as having lead-based paint. The priority for such lead-based paint abatements or lead-based paint hazard reductions shall be to first address housing where a child or children under the age of six with known elevated blood lead levels resides, then housing where a child or children under the age of six resides without regard to the child/or children having known elevated blood lead levels, then where a pregnant woman resides.
 - f. CHN will provide an abatement report if an abatement occurs, or a lead-based paint hazard reduction report if a lead-based paint hazard reduction occurs, to the unit/building owner, property manager, if any, lessee, and to the Respondent.
28. The Respondent's contract with CHN shall require that all lead-based paint activities are conducted in accordance with all applicable local, state, tribal, and federal laws, including Chapter 3701-32 of the Ohio Administrative Code.
29. The Respondent's Contract with CHN shall require that CHN obtain all applicable local, state, tribal and federal permits, licenses, or other forms of approval or authorization necessary to conduct the lead-based paint activities under the Contract. The Contract shall require that clearance examinations following any lead-based paint abatement or

lead-based paint hazard reduction shall be performed by persons or entities independent of those performing the lead-based paint abatement or lead-based paint hazard reduction activities. The same in-house employee shall not conduct both the lead-based paint abatement or hazard reduction activity and the clearance examination.

30. No later than two months after the EAB has executed the Final Order, the CHN Contract shall commence.
31. The Respondent's Contract with CHN shall require that all projects under the Contract be successfully completed no later than one (1) year after the Respondent has entered into the contract with CHN.
32. Respondent shall submit a SEP Completion Report to EPA within ninety (90) days of completion of CHN's work on the SEP. The SEP Report shall contain the following information:
 - (1) A detailed description of these SEPs as implemented;
 - (2) itemized costs;
 - (3) certification that these SEPs have been fully implemented pursuant to the SEP provisions of this Consent Agreement;
 - (4) a description of the environmental benefits resulting from implementation of these SEPs; and,
 - (5) the signature of, and certification by, the Respondent's Co-President and Chief Operations Officer.
 - a. Respondent agrees that failure to submit the SEP Completion Report shall be deemed a violation of this Consent Agreement and Respondent shall become liable for the full penalty pursuant to Paragraph 45 below.
 - b. Respondent agrees that EPA may inspect the locations where these SEPs are implemented at any time in order to confirm that these SEPs are being undertaken in conformity with the representations made herein.

- c. After Complainant receives the SEP Completion Report, Complainant will notify the Respondent, in writing to:
- (1) identify any deficiencies in the SEP Completion Report itself along with a statement as to whether it will grant an additional thirty (30) days for Respondent to correct any deficiencies; or
 - (2) confirm that EPA concludes that the projects have been completed satisfactorily; or
 - (3) determine that the projects have not been completed satisfactorily and seek stipulated penalties in accordance with Paragraph 34 of this Consent Agreement.
- d. If Complainant determines that the SEP Completion Report is deficient, but EPA has not yet made a final determination about the adequacy of the SEP completion itself, Complainant shall permit Respondent the opportunity to object in writing to the notification of deficiency given pursuant to this paragraph within ten (10) days of receipt of such notification. Complainant and Respondent shall have an additional thirty (30) days from the receipt by Complainant of the notification of objection to reach agreement on changes necessary to the SEP Completion Report. If agreement cannot be reached on any such issue within this thirty (30) day period, Complainant shall provide a written statement to Respondent of its decision on the adequacy of the SEP completion. This decision shall be final and binding upon Respondent.
33. The Respondent shall also forward the final report to the appropriate local and state health departments.
34. In the event that Respondent fails to comply with any of the terms or provisions of this Consent Agreement relating to the performance of this SEP herein and/or to the extent that the actual expenditures for this SEP does not equal or exceed the cost of the SEP as set forth in Paragraph 25, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

- (1) Failure to implement or complete this SEP as required by this Consent Agreement will cause Respondent to be liable to EPA for payment of the full penalty pursuant to Paragraph 45 below.
- (2) If this SEP is satisfactorily completed in accordance with this Consent Agreement, but the Respondent expends less than one hundred percent (100%) of the total amount for this SEP as set forth in Paragraph 25, the Respondent shall pay a stipulated penalty equal to the difference between the amount of eligible SEP cost incurred by Respondent and the minimum amount Respondent agreed to spend on the SEP as set forth in Paragraph 25.
- (3) If the SEP is completed in accordance with this Consent Agreement, and the Respondent spends one hundred percent (100%) of the amount Respondent agreed to spend on the SEP as set forth in Paragraph 25, Respondent shall not be liable for any stipulated penalty.
- (4) If the SEP Completion Report is not submitted within thirty (30) days from the date due as set forth above in Paragraph 32, Respondent shall pay a stipulated penalty in the amount of \$500 and an additional \$500 for each thirty (30) day period the SEP Completion Report is past due beyond the date set forth above in Paragraph 32.
- (5) Respondent may, in writing, request permission to extend the due date of the SEP Completion Report. If the Complainant deems the request reasonable then Complainant will, in writing, extend the SEP Completion Report due date.

35. Respondent hereby certifies that, as of the date of this Consent Agreement, Respondent is not required to perform or develop these SEPs by any federal, state, tribal or local law or regulation; nor is Respondent required to perform or develop these SEPs by any other agreement, grant or as injunctive relief in this or any other case.

36. Respondent further certifies that it has not received, and is not presently negotiating to receive, credit in any other enforcement action for these SEPs.
37. Respondent certifies that it is not presently negotiating to receive, applying or plan to apply for any federal, state, tribal grant to pay for these SEPs.

VI. OTHER MATTERS

38. The Complainant shall not be liable for any injuries or damages to persons or property resulting from any act or omission of the Respondent, CHN, or any person carrying out any project or activity, including lead-based paint activities, under this CAFO. The Complainant shall not be held liable for any failure to act pursuant to any provision of this CAFO. The Complainant shall not be identified as a party to the CHN Contract or any other contract entered into by the Respondent in carrying out the lead-based paint activities. In the event that liability might be placed upon the Complainant, the Respondent agrees to indemnify and hold harmless the Complainant from any and all causes of action due to any act or omission of the Respondent or any agent of the Respondent in carrying out the lead-based paint activities under this CAFO.
39. This CAFO does not relieve the Respondent of the duty to comply with all applicable provisions of TSCA, the Act, or with any other federal, state, tribal, and local laws and regulations.
40. Neither the assessed penalty nor the money expended by the Respondent under this CAFO, including the SEP project, may be claimed as tax deductible by the Respondent.
41. This CAFO shall be binding upon the Parties to this action, their officers, directors, employees, successors and assigns. The undersigned representative of each Party to this

CAFO certifies that he or she is duly authorized by the Party whom he or she represents to enter into the terms and bind that Party to it.

42. The Parties agree to bear their own costs in this matter.
43. The Respondent shall forward copies of all documents and notices required under this CAFO to the following person:

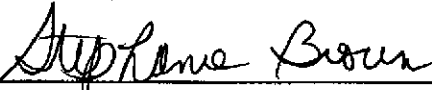
Brian Dyer, Case Development Officer (2245A)
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
44. The Complainant shall forward all notices or other communications under this CAFO to the following person:

David E. Nash, Partner
McMahon DeGulis, LLP
Caxton Building Suite 650
812 Huron Rd
Cleveland, Ohio 44115-1168
45. If the Respondent fails to meet its obligations under this CAFO within two years of the execution of the Final Order, the Complainant may send a demand letter for the full gravity-based penalty of forty-four thousand dollars (\$44,000.00). Payment of this full penalty shall be due within ten (10) days of the receipt of the demand letter
46. When executed by the EAB, the Final Order shall have the same force and effect as defined in 40 C.F.R. § 22.03. The Respondent shall remain responsible for the completion of all work required under this CAFO and the satisfaction of all of its terms.
47. This Consent Agreement constitutes the final, complete and exclusive agreement and understanding between the Parties with respect to the settlement embodied herein. The

Parties acknowledge that there are no representations, agreements or other understandings relating to the settlement other than those expressly contained in this Consent Agreement.

48. All of the terms and conditions of this CAFO together comprise one agreement, and each of the terms and conditions is in consideration for all of the other terms and conditions. In the event that this Consent Agreement (or one or more of its terms and conditions) is held invalid, or is not executed by all of the signatory Parties in identical form, or is not approved in such identical form by the EPA's EAB or its designated representative, then the entire Consent Agreement shall be null and void.


FOR THE COMPLAINANT:



Stephanie Brown, Acting Director
Toxics and Pesticides Enforcement Division
Office of Civil Enforcement

Date: 10-27-06

FOR THE RESPONDENT:



George M. Cvijovic
Co-President and Chief Operations Officer
Forest City Residential Management, Inc.


Date: 9/25/06

FOR THE COMPLAINANT:

Stephanie Brown, Acting Director
Toxics and Pesticides Enforcement Division
Office of Civil Enforcement

Date: _____

FOR THE RESPONDENT:



George M. Cvijovic
Co-President and Chief Operations Officer
Forest City Residential Management, Inc.

Date: 9/25/06

Appendix A: Regulated Properties Managed by Forest City Residential Management, Inc. from May 1, 1999 to September 1, 2003

Property Name	Address	City, State, Zip	Target Housing LBP Status ¹
Drake Towers	1512 Spruce St.	Philadelphia, PA 19102	LBP is presumed on renovated surfaces.
Grand Lowry Lofts	200 Rampart Way, Suite 100	Denver, CO 80230	LBP is presumed and known on windows, stair railings, attic ladders, door casings and column paint.
Kennedy Biscuit Lofts	129 Franklin St.	Cambridge, MA 02139	LBP reduction completed in 2005 for the daycare center.
Lofts at 1835 Arch	1835 Arch Street	Philadelphia, PA 19103	LBP is presumed on renovated surfaces.
The River Lofts (American Cigar)	2300 E. Carey Street	Richmond, VA 23223	LBP is presumed on renovated surfaces.
Brookview Place (Senior Housing) ²	4032 N. Main St.	Dayton, OH 45405	LBP on elevator doors.
Pine Grove Manor (Elderly Households) ³	1764 Apple Ave.	Muskegon Twnshp, MI 49442	LBP on elevator doors.
Cedar Place (Senior Housing)	201 West Jolly Rd.	Lansing, MI 48910	LBP on elevator doors and parking stops.
John Sale Manor (Elderly Households)	119 W. Second St.	Xenia, OH 45385	LBP on elevator doors and curbs.
Ashtabula Towers	325 West 48 th St.	Ashtabula, OH 44004	Abatement completed April 2004.
Midtown Towers	5676 Broadview Rd.	Parma, OH 44134	LBP on sprinkler pipes, stairwells, mini blinds and bathroom ceramic tiles.
Parmatown	6871 Ames Rd.	Parma, OH 44129	LBP on sprinkler pipes and bathroom ceramic tiles.
Knolls	3138 Maple Ave. #C	Orange, CA 92869	Property Exempt; Certified LBP Inspection shows no LBP.
Trellis ⁴	308 Charles Street	Newport News, VA 23608	Property Exempt; Certified LBP Inspection shows no LBP.

¹ Based on documentation available February 24, 2006.

² Senior Housing is housing where at least one household member must be age 55 or older. Minors are excluded under the Federal Housing for Older Persons Act. There is little risk of exposure to pregnant women in this type of housing.

³ An Elderly Household is HUD-assisted housing in which the head of the household or spouse must be age 62 or older. Minors may reside there with the older members of the household. There is little risk of exposure to children under the age of 6 or pregnant women.

⁴ Property no longer managed by Forest City Residential Management

Property Name	Address	City, State, Zip	Target Housing LBP Status ¹
Alpha Towers (Elderly Households)	525 East Woodruff Ave.	Toledo, OH 43624	Property Exempt; Certified LBP Inspection shows no LBP.
Brookpark Place (Elderly Households)	290 National Rd.	Wheeling, WV 26003	Property Exempt; Certified LBP Inspection shows no LBP.
Buckeye Towers	3900 Rhodes Ave.	New Boston, OH 45662	Property Exempt; Certified LBP Inspection shows no LBP.
Frenchtown Place (Elderly Households)	1201 N. Macomb St.	Monroe, MI 48162	Property Exempt; Certified LBP Inspection shows no LBP.
Independence Place I (Senior Housing)	9231 Independence Blvd.	Parma Heights, OH 44130	Property Exempt; Certified LBP Inspection shows no LBP.
Independence Place II (Senior Housing)	9233 Independence Blvd.	Parma Heights, OH 44130	Property Exempt; Certified LBP Inspection shows no LBP.
Lima Towers	790 S. Main St.	Lima, OH 45804	Property Exempt; Certified LBP Inspection shows no LBP.
Park Place Towers (Elderly Households)	34 Park St.	Mt. Clemens, MI 48043	Property Exempt; Certified LBP Inspection shows no LBP.
Parkland Place (Elderly Households)	12250 Thirty First St.	Parkersburg, WV 26101	Property Exempt; Certified LBP Inspection shows no LBP.
Perrytown Place (Senior Housing)	Mgmt Office, Highland Pines Dr.	Pittsburgh, PA 15237	Property Exempt; Certified LBP Inspection shows no LBP.
Riverside Towers	85 West Pine St.	Coshocton, OH 43812	Property Exempt; Certified LBP Inspection shows no LBP.
Towne Centre (Elderly Households)	401 West Michigan Ave.	Ypsilanti, MI 48197	Property Exempt; Certified LBP Inspection shows no LBP.
Village Square	5403 Main Street	Williamsville, NY 14221	Property Exempt; Certified LBP Inspection shows no LBP.
Colony Woods ⁵	15309 N.E. 13 th St.	Bellevue, VA 98007	Property Exempt; Certified LBP Inspection shows no LBP.
Mt. Vernon ⁶	7429 Vernon Square Drive	Alexandria, VA 22306	Property Exempt; Certified LBP Inspection shows no LBP.

¹ Based on documentation available February 24, 2006.

⁵ Property no longer managed by Forest City Residential Management

⁶ Property no longer managed by Forest City Residential Management

Property Name	Address	City, State, Zip	Target Housing LBP Status ¹
The Pavilion	5441 N.E. River Rd.	Chicago, IL 60656	Property Exempt; Certified LBP Inspection shows no LBP.
Regency Club ⁷	330 S. New Prospect Rd.	Jackson, NJ 08527	Property Exempt; Certified LBP Inspection shows no LBP.
Surfside Towers (Senior Housing)	36250 Lakeshore Blvd.	Eastlake, OH 44095	Property Exempt; Certified LBP Inspection shows no LBP.
Woodlake ⁸	14175 Castle Blvd.	Silver Springs, MD 20904	Property Exempt; Certified LBP Inspection shows no LBP.

¹ Based on documentation available February 24, 2006.

⁷ Property no longer managed by Forest City Residential Management

⁸ Property no longer managed by Forest City Residential Management