



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912**

March 31, 2016

Wanda Santiago
Regional Hearing Clerk
U.S. Environmental Protection Agency
Region 1 (ORA 18-1)
5 Post Office Square
Boston, Massachusetts 02109

RECEIVED

MAR 31 2016
EPA ORC
Office of Regional Hearing Clerk

Re: Pike International LLC, et al;
Docket No. TSCA-01-2016-0034

Dear Ms. Santiago:

Enclosed for filing in the above-referenced matter, please find the original and one copy of the Complaint. Thank you for your assistance in this matter.

Very truly yours,

A handwritten signature in cursive script that reads "Andrea Simpson".

Andrea Simpson
Senior Enforcement Counsel

cc: Sam Hecht

Enclosure

Docket No. TSCA-01-2016-0034

CERTIFICATE OF SERVICE

I hereby certify that on the date set forth below, the original and one copy of the Complaint and Notice of Opportunity for Hearing in the Matter of Pike International LLC, et al., Docket No. TSCA-01-2016-0034, were hand-delivered to the Regional Hearing Clerk and a copy was sent to Respondent, as set forth below:

Original and one copy
by hand delivery to:

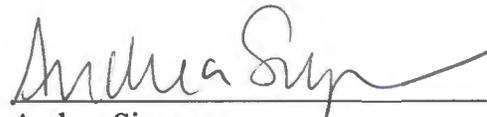
Wanda Santiago
Regional hearing Clerk
U.S. EPA, Region I (ORA18-1)
5 Post Office Square, Suite 100
Boston, MA 02109

Copy by certified mail to:

Sam Hecht, President
Pike International LLC
19 Howe Street, Carriage House
New Haven, CT 06511

Dated:

3/30/16



Andrea Simpson
Senior Enforcement Counsel
U.S. Environmental Protection Agency
Region I
5 Post Office Square, Suite 100
Boston, MA 02109
(617) 918-1738

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 1

In the Matter of:

Pike International, LLC;
173-175 Park LLC;
1533 Chapel LLC;
Quinnipiac Gardens, Inc.;
H & H Residential LLC;
FOR LIFE LLC
287 Norton, LLC;
325 Fountain, LLC;
477 Prospect, LLC;
80 Sherman, LLC.

19 Howe Street, Carriage House
New Haven, Connecticut 06511

Respondents.

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

Docket No. TSCA-01-2016-0034

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MAR 31 2016

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Office of Regional Hearing Clerk

COMPLAINT
AND
NOTICE OF OPPORTUNITY
FOR HEARING

1. This Administrative Complaint and Notice of Opportunity for Hearing (“Complaint”) is issued pursuant to Section 16(a) of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2615(a), regulations implementing TSCA at 40 C.F.R. §§ 745.87 and 745.118, and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (“Consolidated Rules of Practice”), 40 C.F.R. Part 22. The Complainant is the Legal Enforcement Manager of the

Office of Environmental Stewardship, United States Environmental Protection Agency (“EPA”),
Region 1.

2. The Respondents in this action: Pike International, LLC (“Pike”); 173-175 Park LLC; 1533 Chapel LLC; Quinnipiac Gardens, Inc.; H & H Residential LLC; FOR LIFE LLC; 287 Norton, LLC; 325 Fountain, LLC; 477 Prospect, LLC; and 80 Sherman, LLC, are hereby notified of Complainant’s determination that Respondents have violated Sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614 and 2689, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (“the Act”), 42 U.S.C. § 4851 *et seq.*, and federal regulations promulgated under TSCA and/or the Act, including 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*, 40 C.F.R. §§ 745.100-745.119), and that Respondent Pike also has violated 40 C.F.R. Part 745, Subpart E (*Residential Property Renovation*, 40 C.F.R. §§ 745.80-745.92). Respondents are also hereby notified that Complainant seeks civil penalties pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, which provides that violations of TSCA Sections 15 or 409 are subject to the assessment by Complainant of civil and/or criminal penalties.

I. STATUTORY AND REGULATORY AUTHORITY

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. Among the stated purposes of the Act is ensuring that the existence of lead-based paint hazards be taken into account in the rental and renovation of homes and apartments. To carry out these purposes, the Act added a new section to TSCA, entitled *Subchapter IV – Lead Exposure Reduction*, which includes TSCA Sections 401-412, 15 U.S.C. §§ 2681-2692.

4. In 1996, EPA promulgated regulations to implement Section 1018 of the Act (*Disclosure of Information Concerning Lead upon Transfer of Residential Property*), 42 U.S.C. § 4852d, and Section 402(a) of TSCA (*Lead-Based Paint Activities Training and Certification – Regulations*), 15 U.S.C. § 2682(a). The regulations under Section 1018 of the Act are set forth at 40 C.F.R. Part 745, Subpart F (the “Disclosure Rule”), and the regulations under TSCA Section 402(a) are set forth at 40 C.F.R. Part 745, Subpart L (commonly referred to as the “Lead-Based Paint Activities, Certification, and Training Rule” or the “LBP Activities Rule”). In 1998, EPA promulgated regulations to implement Section 406(b) of TSCA (*Lead Hazard Information Pamphlet – Renovation of Target Housing*), 15 U.S.C. § 2686(b), and those regulations are set forth at 40 C.F.R. Part 745, Subpart E (commonly referred to as the “Pre-Renovation Education Rule” or “PRE Rule”).

5. In 2008, EPA promulgated regulations to implement Section 402(c)(3) of TSCA (*Lead-Based Paint Activities Training and Certification – Renovation and Remodeling –*

Certification Determination), 15 U.S.C. § 2682(c)(3), by amending both the PRE Rule at 40 C.F.R. Part 745, Subpart E as well as the LBP Activities Rule at 40 C.F.R. Part 745, Subpart L (collectively, the PRE Rule and the LBP Activities Rule are referred to herein as the “Renovation, Repair and Painting Rule” or “RRP Rule”).

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

- i. Provide to lessees an EPA-approved lead hazard information pamphlet;
- ii. Ensure that the contract to lease includes a Lead Warning Statement;
- iii. Ensure that the contract to lease includes a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards, or indicating no knowledge thereof;
- iv. Ensure that the contract to lease includes a list of available records or reports pertaining to lead-based paint and/or lead-based paint hazards or, otherwise, indicates no such records or reports are available; and
- v. Ensure that the contract to lease includes a statement by the lessee affirming receipt of the information set out in §§ 745.113(b)(2) and (b)(3) and the lead hazard information pamphlet.

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

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

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8. The RRP Rule sets forth procedures and requirements for, among other things, the accreditation of training programs, certification of renovation firms and individual renovators, work practice standards for renovation, repair, and painting activities in target housing and child-occupied facilities, and the establishment and maintenance of records.

9. Pursuant to Section 401(17) of TSCA, 15 U.S.C. § 2681(17), 40 C.F.R. § 745.103, and 40 C.F.R. § 745.83, the housing stock addressed by the Act, the Disclosure Rule, and the RRP Rule is “target housing,” defined as any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing), or any “0-bedroom dwelling,” as defined at 40 C.F.R. § 745.103.

10. Pursuant to 40 C.F.R. § 745.82, the requirements of the RRP Rule apply to all renovations performed for compensation in target housing, as defined in TSCA Section 401(17) and 40 C.F.R. § 745.103, and in “child-occupied facilities,” as defined in 40 C.F.R. § 745.83.

11. Pursuant to Section 401(14) of TSCA, 15 U.S.C. § 2681(14), 40 C.F.R. § 745.103, and 40 C.F.R. § 745.83, the term “residential dwelling” means either a single-family dwelling, including attached structures such as porches and stoops, or a single-family dwelling unit in a structure that contains more than one separate residential dwelling unit, and in which each such unit is used or occupied, or intended to be used or occupied, in whole or in part, as the residence of one or more persons.

12. For purposes of complying with the Act and the Disclosure Rule, pursuant to 40 C.F.R. § 745.107(a)(1), the term “pamphlet” as used herein means the EPA-approved lead hazard information pamphlet developed under Section 406(a) of TSCA, entitled “*Protect Your Family From Lead in Your Home*” (EPA # 747-K-94-001), or an equivalent pamphlet that has been approved for use in the State of Connecticut.

13. For purposes of complying with Section 406(b) of TSCA and the RRP Rule, pursuant to 40 C.F.R. § 745.83, the term “pamphlet” as used herein means the EPA-approved pamphlet developed under TSCA Section 406(a), entitled “*Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools*” (EPA # 740-K-10-001), or any State or Tribal pamphlet developed for the same purpose and approved by EPA under 40 C.F.R. § 745.326.

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

15. Pursuant to 40 C.F.R. § 745.83, the term “renovation” means the modification of any existing structure, or portion thereof, that results in the disturbance of painted surfaces, unless that activity is performed as part of an “abatement,” as defined by 40 C.F.R. § 745.223. The term renovation includes, but is not limited to: the removal or modification of painted surfaces or painted components (e.g., modification of painted doors, surface restoration, window

repair, surface preparation activity (such as sanding, scraping, or other such activities that may generate paint dust)); the removal of building components (e.g., walls, ceiling, plumbing, windows); weatherization projects (e.g. cutting holes in painted surfaces to install blown-in insulation or to gain access to attics, planing thresholds to install weather-stripping), and interim controls that disturb painted surfaces. The term renovation does not include minor repair and maintenance activities.

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

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

18. Under the RRP Rule, except in circumstances specified by the regulations that are not relevant to Respondent Pike or the violations alleged in this Complaint, firms performing renovations in target housing are, among other things, required to:

- i. Obtain an EPA certification for the firm prior to performing renovations;
- ii. Provide the EPA-approved pamphlet to a lessee or adult occupant before renovation activities begin and obtain written verification that the pamphlet was provided;
- iii. Ensure that a certified renovator either performs the renovation or directs a properly trained worker to perform the renovation; and,
- iv. Retain all records necessary to demonstrate compliance with the same for three years.

See 40 C.F.R. §§ 745.81(a)(2), 745.84(a)(2), 745.89(d)(1)-(2), and 745.86(a) and (b).

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

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

21. Section 16(a) of TSCA, Section 1018(b)(5) of the Act, and 40 C.F.R. § 745.118(f) authorize the assessment of a civil penalty of \$10,000 per violation of the Disclosure Rule.

Pursuant to the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3701 (“Debt Collection
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Improvement Act”), and 40 C.F.R. Part 19, violations that occurred after January 30, 1997 through January 12, 2009 are subject to civil penalties of up to \$11,000 per day per violation and violations that occurred after January 12, 2009 are subject to civil penalties of up to \$16,000 per day per violation. *See* 78 Fed. Reg. 66643, 66647 (November 6, 2013).

22. TSCA Section 16(a), 40 C.F.R. § 745.87(d), and 40 C.F.R. § 745.235(e) authorize the assessment of a civil penalty of up to \$25,000 per day per violation of the RRP Rule. Under the Debt Collection Improvement Act and 40 C.F.R. Part 19, violations that occurred after March 15, 2004 through January 12, 2009 are subject to penalties of up to \$32,500 per day per violation and violations that occurred after January 12, 2009 are subject to penalties of up to \$37,500 per day per violation. *See* 78 Fed. Reg. 66643, 66647.

II. GENERAL ALLEGATIONS

23. All of the Respondents are limited liability corporations, with the exception of Quinnipiac Gardens, Inc. which is a corporation, organized under the laws of the State of Connecticut. Respondent Pike operates as a real estate management and development company with its principal place of business located at 19 Howe Street – Carriage House, New Haven, Connecticut. Pike manages approximately 850 residential units. The remaining Respondents, which list 19 Howe Street, New Haven, CT, as their business address, own the following properties in New Haven, CT, that are managed by Respondent Pike:

Property	Owner	Date Constructed
175 Park Street	173-175 Park Street, LLC	1925
1533 Chapel/300 Winthrop	1533 Chapel LLC	1900
1314 Quinnipiac Ave./1 Quinnipiac Ct	Quinnipiac Gardens, Inc.	1961
17 Edgewood Ave. House	H & H Residential, LLC	1837
37 Lynwood Place House	H & H Residential, LLC	1900
608 George St.	FOR LIFE LLC	1906
293 Norton Street	287 Norton Street, LLC	1900
335 Fountain Street	325 Fountain, LLC	1963
226 Ellsworth Avenue	H & H Residential, LLC	1927
477 Prospect Street	477 Prospect, LLC	1900
80 Sherman Ave.	80 Sherman, LLC	1920
33 Howe Street	33 Howe, LLC	1910

24. At all times relevant to the RRP Rule violations alleged in this Complaint, Pike utilized its own employees or agents to conduct renovation activities in the target housing Pike operates.

25. The president of Pike, Sam Hecht, also is the manager of the Respondent LLCs listed in paragraph 23 above, and the president of Respondent Quinnipiac Gardens, Inc., listed above.

26. On or about May 1, 2012, EPA representatives conducted an inspection at Respondent Pike's office to determine its compliance with the Disclosure and RRP Rules.

27. On August 12, 2015, an EPA representative conducted a second compliance inspection at Respondent Pike's office in New Haven, CT (the "2015 Inspection").

28. Sam Hecht; Levi Hecht, Respondent Pike's Chief Financial Officer and General Manager; Jeff Lashua, Pike's Chief Operations Officer; and Alan Kaufman, Document Manager, were present at, and participated in, the 2015 Inspection.

29. At the time of the violations alleged in this Complaint, all of the Respondents offered apartments for lease in the properties listed in Paragraph 23, above. Accordingly, the Respondents are "lessors" as defined in 40 C.F.R. § 745.103.

30. At all times relevant to the allegations in this Complaint, Respondents offered for lease the following apartments that were "residential dwellings," as defined in 40 C.F.R. § 745.103:

Address
175 Park St #2
1533 Chapel/300 Winthrop #204
1314 Quinnipiac Ave. #1
17 Edgewood Ave. House
37 Lynwood Place House
608 George St #11
1533 Chapel St. #BA
293 Norton St. #A-7
335 Fountain St. #1B
226 Ellsworth St. #C6
477 Prospect St. #3
80 Sherman St. #6
1533 Chapel St. #405
33 Howe St., IL

31. All of the apartment units listed above that are identified in the violations alleged in this Complaint are or were, at the time of the alleged violations, “target housing” as defined in 40 C.F.R. § 745.103. Furthermore, none of those apartment units satisfies the requirements for an exemption under the provisions of the Act, TSCA (including 15 U.S.C. § 2681(17)), the Disclosure Rule (including 40 C.F.R. § 745.101), or the RRP Rule (including 40 C.F.R. § 745.82).

32. At all times relevant to the RRP Rule violations alleged in this Complaint, Respondent Pike was a “firm,” as defined in 40 C.F.R. § 746.83.

33. At all times relevant to the RRP Rule violations alleged in this Complaint, Respondent Pike’s employees performed renovation activities at 1314 Quinnipiac Avenue, Unit 1, and 33 Howe Street, IL, that constituted “renovations” within the meaning of 40 C.F.R. § 745.83.

34. The renovation activities performed by Respondent Pike's employees at the units listed in paragraph 33 above, constituted renovations for compensation within the meaning of TSCA Section 406(b) and the RRP Rule.

III. VIOLATIONS

DISCLOSURE RULE VIOLATIONS

35. EPA has identified the below-listed violations of the Act and the Disclosure Rule based on documents and other information obtained from Pike during or as a result of the 2015 Inspection and EPA's investigation of the facts and circumstances underlying the violations.

COUNT I: FAILURE TO PROVIDE LEAD HAZARD INFORMATION PAMPHLET

36. Paragraphs 1 through 35, above, are incorporated by reference as if fully set forth herein.

37. 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 (*Protect Your Family From Lead in Your Home*) or an equivalent pamphlet that has been approved for use in particular states by EPA.

38. Respondents Pike, 173-175 Park, LLC, Quinnipiac Gardens, Inc., H & H Residential, LLC, and 287 Norton, LLC failed to provide each of 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:

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- i. The lessee who became obligated to rent 173-175 Park St. #2, on or about August 26, 2014;
- ii. The lessee who became obligated to rent 1314 Quinnipiac Ave. #1, on or about May 17, 2013;
- iii. The lessees who became obligated to rent 37 Lynwood Place House on or about March 25, 2015; and
- iv. The lessee who became obligated to rent 293 Norton Street, # A7, on or about April 15, 2015.

39. Respondents Pike, 173-175 Park, LLC, Quinnipiac Gardens, Inc., H & H Residential, LLC, and 287 Norton, LLC's failures to provide lessees of target housing with an EPA-approved lead hazard information pamphlet prior to those lessees becoming obligated under a contract to lease target housing violated 40 C.F.R. § 745.107(a)(1) and TSCA Section 409, 15 U.S.C. § 2689.

40. Each of the above-listed instances of violation alleged in this 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, 42 U.S.C. § 4852d(b)(5), and Section 16 of TSCA, 15 U.S.C. § 2615.

COUNT II: FAILURE TO DISCLOSE THE PRESENCE KNOWN LEAD-BASED PAINT

41. Paragraphs 1 through 40, above, are incorporated by reference as if fully set forth herein.

42. 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 or lead-based paint hazards in the target housing

being leased. The lessor shall also disclose any additional information available concerning the known lead-based paint 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. Pursuant to 40 C.F.R. § 745.107(a)(4), the lessor is required to provide the lessee with 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. This requirement includes records or reports regarding common areas and other residential dwellings in multifamily target housing if the whole property was evaluated for lead-based paint.

43. Respondents Pike and 1533 Chapel, LLC did not disclose to the following lessees of target housing the presence of known lead-based paint or lead-based paint hazards or available records pertaining to such lead-based paint and/or lead-based paint hazards:

- i. The lessees who became obligated to rent 1533 Chapel Street/300 Winthrop Ave., #204 on or about November 5, 2014;
- ii. The lessee who became obligated to rent 1533 Chapel Street/300 Winthrop Ave., #BA, on or about February 14, 2014; and
- iii. The lessee who became obligated to rent 1533 Chapel Street/300 Winthrop Ave. #405, on or about July 2, 2015.

44. Respondents Pike and 1533 Chapel, LLC's failures to disclose to lessees the presence of any known lead-based paint or lead-based paint hazards in the target housing being leased, and failure to provide the lessees with any records or reports available to the lessors

pertaining to lead-based paint and/or lead-based paint hazards in the target housing being leased, violated 40 C.F.R. § 745.107(a)(2) and (a)(4) and TSCA Section 409, 15 U.S.C. § 2689.

45. Each of the above-listed instances of violation alleged in this 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, 42 U.S.C. § 4852d(b)(5), and Section 16 of TSCA, 15 U.S.C. § 2615.

COUNT III: FAILURE TO INCLUDE LEAD WARNING STATEMENT

46. Paragraphs 1 through 45, above, are incorporated by reference as if fully set forth herein.

47. Pursuant to 40 C.F.R. § 745.113(b)(1), a lessor must ensure that, before the lessee is obligated under any contract to lease target housing, each contract to lease target housing includes a Lead Warning Statement within, or as an attachment to, the contract.

48. Respondents Pike, 173-175 Park Street, LLC, and Quinnipiac Gardens, Inc., failed to so include a Lead Warning Statement in, or attached to, its contracts with each of the following lessees:

- i. The lessee who became obligated to rent 175 Park St. #2, on or about August 26, 2014; and
- ii. The lessee who became obligated to rent 1314 Quinnipiac Ave. #1, on or about May 17, 2013.

49. Respondents Pike, 173-175 Park Street, LLC, and Quinnipiac Gardens, Inc.'s failures to include a Lead Warning Statement in or attached to contracts before the lessees

became obligated to lease target housing violated 40 C.F.R. § 745.113(b)(1) and TSCA Section 409.

50. Each of the above-listed instances of violation alleged in this 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.

COUNT IV: FAILURE TO DISCLOSE THE PRESENCE OF LEAD-BASED PAINT/HAZARDS OR LACK OF KNOWLEDGE THEREOF

51. Paragraphs 1 through 50, above, are incorporated by reference as if fully set forth herein.

52. Pursuant to 40 C.F.R. § 745.113(b)(2), a lessor must ensure that before the lessee is obligated under any contract to lease target housing, a contract to lease target housing includes 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.

53. Respondents Pike, 173-75 Park Street, LLC, 1533 Chapel, LLC, Quinnipiac Gardens, Inc., H & H Residential, LLC, 287 Norton Street, LLC, 325 Fountain, LLC, and 80 Sherman, LLC did not include, before lessees became obligated to lease the target housing, 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, its contracts with each of the following lessees:

- i. The lessee who became obligated to rent 173-175 Park St. #2, on or about August 26, 2014;
- ii. The lessee who became obligated to rent 1533 Chapel Street/300 Winthrop Street, # 204 on or about October 4, 2014;
- iii. The lessee who became obligated to rent 1314 Quinnipiac Ave. #1, on or about May 17, 2013;
- iv. The lessee who became obligated to rent 17 Edgewood Ave. House on or about March 4, 2013;
- v. The lessee who became obligated to rent 1533 Chapel Street/300 Winthrop Street, BA on or about February 14, 2014;
- vi. The lessee who became obligated to rent 293 Norton Street, #A-7, on or about April 15, 2015;
- vii. The lessee who became obligated to rent 335 Fountain Street, #1B, on or about January 26, 2015;
- viii. The lessees who became obligated to rent 226 Ellsworth Street, #C6, on or about July 24, 2013;
- ix. The lessees who became obligated to rent 80 Sherman Street, #6, on or about May 25, 2014; and
- x. The lessee who became obligated to rent 1533 Chapel Street/300 Winthrop Street #405, on or about July 2, 2015.

54. Respondents Pike, 173-75 Park Street, LLC, 1533 Chapel, LLC, Quinnipiac Gardens, Inc., H & H Residential, LLC, 287 Norton Street, LLC, 325 Fountain, LLC, and 80 Sherman, LLC's failures 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, lease contracts violated 40 C.F.R. § 745.113(b)(2) and TSCA Section 409.

55. Each of the above-listed instances of violation alleged in this 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.

COUNT V: FAILURE TO PROVIDE RECORDS OR REPORTS OF LEAD-BASED PAINT/HAZARDS

56. Paragraphs 1 through 55, above, are incorporated by reference as if fully set forth herein.

57. Pursuant to 40 C.F.R. § 745.113(b)(3), a lessor must ensure that before the lessee is obligated under any contract to lease target housing, a contract to lease target housing includes as an attachment to or within the lease contract a list of any available records or reports pertaining to lead-based paint and/or lead-based paint hazards in the housing being leased or, if no such records or reports are available, it must be so indicated.

58. Respondents Pike, 173-75 Park Street, LLC, 1533 Chapel, LLC, Quinpiac Gardens, Inc., H & H Residential, LLC, 325 Fountain, LLC, and 80 Sherman, LLC did not include, before lessees became obligated to lease the target housing, a list of available records or reports pertaining to lead-based paint and/or lead-based paint hazards or an indication that no such records or reports are available in or attached to its contracts with each of the following lessees:

- i. The lessee who became obligated to rent 173-175 Park St. #2, on or about August 26, 2014;

- ii. The lessee who became obligated to rent 1533 Chapel Street/300 Winthrop Street, # 204 on or about October 4, 2014;
- iii. The lessee who became obligated to rent 1314 Quinnipiac Ave. #1, on or about May 17, 2013;
- iv. The lessee who became obligated to rent 17 Edgewood Ave. House on or about March 4, 2013;
- v. The lessee who became obligated to rent 1533 Chapel Street/300 Winthrop Street, BA, on or about February 14, 2014;
- vi. The lessee who became obligated to rent 335 Fountain Street, #1B, on or about January 26, 2015;
- vii. The lessees who became obligated to rent 226 Ellsworth Street, #C6, on or about July 24, 2013;
- viii. The lessees who became obligated to rent 80 Sherman Street, #6, on or about May 25, 2014; and
- ix. The lessee who became obligated to rent 1533 Chapel Street/300 Winthrop Street, #405 on about July 2, 2015.

59. Respondents Pike, 173-75 Park Street, LLC, 1533 Chapel, LLC, Quinnipiac Gardens, Inc., H & H Residential, LLC, 325 Fountain, LLC, and 80 Sherman, LLC's failures to include a list of records or reports, or a statement indicating none is available, in or attached to lease contracts violated 40 C.F.R. § 745.113(b)(3), and TSCA Section 409.

60. Each of the above-listed instances of violation alleged in this 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.

COUNT VI: FAILURE TO INCLUDE AS AN ATTACHMENT OR WITHIN LEASE SIGNATURES AND DATES FOR LESSORS AND LESSEES

61. Paragraphs 1 through 60, above, are incorporated by reference as if fully set forth herein.

62. Pursuant to 40 C.F.R. § 745.113(b)(6), each contract to lease target housing shall include, as an attachment or within the contract, the signatures of the lessors, agents and lessees, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature.

63. Respondents Pike, 1533 Chapel, LLC, H & H Residential, LLC, FOR LIFE LLC; 335 Fountain, LLC, 477 Prospect, LLC, and 80 Sherman, LLC did not include in the following contracts to lease target housing, or in an attachment thereto, the signatures of the lessor and/or lessee(s) and/or the dates of the signatures, as follows:

- i.. The lessee who became obligated to rent 17 Edgewood Ave. House on or about March 4, 2013;
- ii. The lessee who became obligated to rent 608 George Street, #11, on or about December 18, 2014;
- iii. The lessee who became obligated to rent 1533 Chapel Street/300 Winthrop Street, BA, on or about February 14, 2014;
- iv. The lessee who became obligated to rent 335 Fountain Street, #1B on or about January 26, 2015;
- v. The lessee who became obligated to rent 226 Ellsworth Avenue, #C-6, on or about July 24, 2013;
- vi. The lessee who became obligated to rent 477 Prospect Street, #3, on or about November 8, 2013; and
- vii. The lessee who became obligated to rent 80 Sherman Street, #6, on or about May 25, 2014.

64. Respondents Pike, 1533 Chapel, LLC, H & H Residential, LLC, FOR LIFE LLC; 335 Fountain, LLC, 477 Prospect, LLC, and 80 Sherman, LLC's failures to include the signatures of the lessors, agents and lessees along with the dates of the signatures, in or attached to lease contracts violates 40 C.F.R. § 745.113(b)(6), and TSCA Section 409.

65. Each of the above-listed instances of violation alleged in this 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.

RENOVATION, REPAIR AND PAINTING RULE VIOLATIONS

66. EPA has identified the below-listed violations of TSCA and the RRP Rule based on documents and other information obtained from Pike during or as a result of the 2015 Inspection, and EPA's investigation of the facts and circumstances underlying the violations.

COUNT VII: FAILURE OF FIRM TO OBTAIN CERTIFICATION

67. Paragraphs 1 through 66, above, are incorporated by reference as if fully set forth herein.

68. Pursuant to 40 C.F.R. § 745.81(a)(2), on and after April 22, 2010, no firm may perform, offer, or claim to perform renovations in target housing or child-occupied facilities without certification from EPA under 40 C.F.R. § 745.89, unless the renovation is exempt under 40 C.F.R. § 745.82. Pursuant to 40 C.F.R. § 745.89(a)(1), firms performing renovations for compensation must apply to EPA for certification to perform renovations.

69. During the fall of 2013, and in March 2015, respectively, Respondent Pike's employee(s) conducted the following renovation activities inside rental units managed by Respondent Pike:

i. Respondent Pike's employees replaced a ceiling that had collapsed due to mold at 33 Howe Street, IL, New Haven, Connecticut (the "Howe Street Renovation"). The work disturbed over six (6) square feet of painted surface. The Howe Street Renovation did not qualify as minor maintenance and repair activities under 40 C.F.R. § 745.83, nor was it exempt under 40 C.F.R. § 745.82.

ii. Respondent Pike's employees removed and replaced part of a sheet rock wall, and patched and painted holes in a wall at 1314 Quinnipiac Avenue, #1, New Haven, Connecticut ("the Quinnipiac Avenue Renovation"). The work disturbed over six (6) square feet of painted surface. The Quinnipiac Avenue Renovation did not qualify as minor maintenance and repair activities under 40 C.F.R. § 745.83, nor was it exempt under 40 C.F.R. § 745.82.

70. As of the date of filing this Complaint, Respondent Pike had not applied for or obtained initial EPA-certification as a firm under 40 C.F.R. § 745.89(a)(1)

71. At no time before or during the Howe Street or Quinnipiac Avenue Renovations was Respondent Pike certified as a firm.

72. Respondent Pike's performance of the Howe Street and Quinnipiac Avenue Renovations without having applied for and being certified as a firm under 40 C.F.R. § 745.89 constitutes a violation of 40 C.F.R. §§ 745.81(a)(2) and 745.89(a), and TSCA Section 409.

COUNT IX: FAILURE TO ASSIGN A CERTIFIED RENOVATOR

79. Paragraphs 1 through 78, above, are incorporated by reference as if fully set forth herein.

80. Pursuant to 40 C.F.R. § 745.89(d)(2), firms must ensure that a certified renovator is assigned to each renovation and discharges all the certified renovator responsibilities identified in 40 C.F.R. § 745.90.

81. At no time before or during the Howe Street and Quinnipiac Ave. Renovations was a certified renovator assigned to either the Howe Street or Quinnipiac Avenue Renovation, as specified under 40 C.F.R. § 745.89(d)(2).

82. Respondent Pike's failure to ensure that a certified renovator was assigned to the Howe Street and Quinnipiac Avenue Renovations and to carry out all of the responsibilities in 40 C.F.R. § 745.90 violated 40 C.F.R. § 745.89(d)(2).

83. The above-listed violations alleged in this count are prohibited acts under TSCA Section 409 and 40 C.F.R. § 745.87(a), and violations for which penalties may be assessed pursuant to Section 16 of TSCA.

COUNT X: FAILURE TO MAINTAIN COMPLIANCE RECORDS

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

73. The above-listed violation alleged in this count are prohibited acts under TSCA Section 409 and 40 C.F.R. § 745.87(a,) and are violations for which penalties may be assessed pursuant to Section 16 of TSCA.

**COUNT VIII: FAILURE TO PROVIDE PRE-RENOVATION EDUCATION
INFORMATION**

74. Paragraphs 1 through 73, above, are incorporated by reference as if fully set forth herein.

75. Pursuant to 40 C.F.R. § 745.84(a)(2), with respect to a rented residential dwelling unit in target housing, a firm must provide information in the form of an EPA pamphlet to a tenant or adult occupant no more than 60 days prior to performing renovation activities therein and, also, obtain a written acknowledgement of receipt or certificate of mailing such pamphlet, in the manner specified at 40 C.F.R. §§ 745.84(a)(2)(i) or (a)(2)(ii).

76. Respondent Pike failed to provide an EPA-approved pamphlet to the tenants or adult occupants before commencing the Howe Street and Quinnipiac Avenue Renovations.

77. Respondent Pike's failure to distribute a pamphlet to the tenants or adult occupants of the dwelling units in which the Howe Street and Quinnipiac Avenue Renovations were performed violated 40 C.F.R. § 745.84(a)(2) and Section 409 of TSCA.

78. The above-listed violations alleged in this count are prohibited acts under TSCA Section 409 and 40 C.F.R. § 745.87(a), and violations for which penalties may be assessed pursuant to Section 16 of TSCA.

85. Pursuant to 40 C.F.R. § 745.86(a), firms performing renovations in target housing must retain for a period of at least three (3) years following completion of a renovation all records necessary to demonstrate compliance with 40 C.F.R. Part 745, Subpart E. The records to be retained include, in pertinent part, written proof of receipt or delivery of pre-renovation education information (the pamphlet) pursuant to 40 C.F.R. § 745.86(b)(2)-(4), as well as documentation of compliance with work practice standards and certified renovator requirements pursuant to 40 C.F.R. § 745.86(b)(6).

86. With respect to the Howe Street and Quinnipiac Avenue Renovations, Respondent Pike did not retain all records necessary to demonstrate compliance with the RRP Rule.

87. Respondent Pike's failure to retain all records necessary to demonstrate compliance with the RRP Rule, violated 40 C.F.R. §§ 745.86(a) and (b).

88. The above-listed violations alleged in this count are prohibited acts under TSCA Section 409 and 40 C.F.R. § 745.87, and violations for which penalties may be assessed pursuant to Section 16 of TSCA.

PROPOSED PENALTY

89. 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. Pursuant to

the Debt Collection Improvement Act and 40 C.F.R. Part 19, the maximum penalty shall be no more than \$16,000 for each such violation occurring after January 12, 2009.

90. Section 409 of TSCA and 40 C.F.R. § 745.87 provide that, for purposes of enforcing the RRP Rule under TSCA, the penalty for each violation under Section 16 of TSCA shall be no more than \$25,000. Pursuant to the Debt Collection Improvement Act and 40 C.F.R. Part 19, the maximum penalty shall be no more than \$37,500 for each such violation occurring after January 12, 2009.

91. In determining the amount of any penalty to be assessed, Section 16(a) 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. *See* 15 U.S.C. § 2615(a)(2)(B). To assess a penalty for the violations alleged herein, Complainant has taken into account the particular facts and circumstances of this case with specific reference to the following EPA policy documents: (i) for Disclosure Rule violations, the December 2007 *Section 1018 - Disclosure Rule Enforcement Response and Penalty Policy* (“Disclosure Penalty Policy”); and (ii) for RRP Rule violations, the August 2010 *Consolidated Enforcement Response and Penalty Policy for the Pre-Renovation Education Rule; Renovation, Repair and Painting Rule; and Lead-Based Paint Activities Rule* (“RRP Penalty Policy”). Copies of the Disclosure Penalty

Policy and the RRP Penalty Policy (collectively, "Penalty Policies"), are enclosed with this Complaint. The Penalty Policies provide a rational, consistent, and equitable calculation methodology for applying the above-listed statutory penalty factors to specific cases.

92. The total proposed civil penalty for all Respondents is in the amount of **one hundred ninety-seven thousand seven hundred forty-two dollars and fifty cents (\$197,742.50)** for the TSCA violations alleged in this Complaint. (See Attachment I to this Complaint explaining the reasoning for this penalty.) The penalties proposed for the Disclosure Rule violations alleged in this Complaint are set forth below for each Respondent:

- a. Respondents Pike and 173-175 Park LLC, **\$6,543.50** total for one target housing unit.

<u>Count</u>	<u>Regulation Violated</u>	<u>Description</u>	<u>Penalty</u>
1	40 C.F.R. § 745.107(a)(1)	Failure to provide lessees with an EPA-approved lead hazard information pamphlet	\$2,840
3	40 C.F.R. § 745.113(b)(1)	Failure to include as an attachment, or within the contract to lease or sell target housing, the Lead Warning Statement	\$1,710
4	40 C.F.R. § 745.113(b)(2)	Failure to include in the lease an attachment thereto a statement by the lessor or owner disclosing the presence of known lead-based paint or lead-based paint hazards, or lack of knowledge thereof	\$850
5	40 C.F.R. § 745.113(b)(3)	Failure to include as an attachment or with the lease a list of records or reports available pertaining to lead-based paint and/or lead based paint hazards in the target housing	\$290

		being leased or sold or that no such lists exists.	
		Total	\$5,690
		Total with 15% culpability adjustment	\$6,543.50

b. Respondents Pike and 1533 Chapel, LLC, \$41,595.50 for three target housing units.

<u>Count</u>	<u>Regulation Violated</u>	<u>Description</u>	<u>Penalty</u>
2	40 C.F.R. § 745.107(a)(2/4)	Failure to disclose the presence of known lead-based paint knowledge or records	\$19,840
4	40 C.F.R. § 745.113(b)(2)	Failure to include in the lease an attachment thereto a statement by the lessor or owner disclosing the presence of known lead-based paint or lead-based paint hazards, or lack of knowledge thereof	\$12,190
5	40 C.F.R. § 745.113(b)(3)	Failure to include as an attachment or with the lease a list of records or reports available pertaining to lead-based paint and/or lead based paint hazards in the target housing being leased or sold or that no such lists exists.	\$3,990
6	40 C.F.R. § 745.113(b)(6)	Failure to include as attachment or within lease signatures and dates for tenants and lessor	\$150
		Total	\$36,170
		Total with 15% culpability adjustment	\$41,595.50

c. Respondents Pike and Quinnipiac Gardens, Inc. **\$44,482** for one target housing unit.

<u>Count</u>	<u>Regulation Violated</u>	<u>Description</u>	<u>Penalty</u>
1	40 C.F.R. § 745.107(a)(1)	Failure to provide an EPA-approved lead hazard information pamphlet	\$16,000
3	40 C.F.R. § 745.113(b)(2)	Failure to include in the lease an attachment thereto a statement by the lessor or owner disclosing the presence of known lead-based paint or lead-based paint hazards, or lack of knowledge thereof	\$11,340
4	40 C.F.R. § 745.113(b)(3)	Failure to include as an attachment or with the lease a list of records or reports available pertaining to lead-based paint and/or lead based paint hazards in the target housing being leased or sold or that no such lists exists.	\$8,500
6	40 C.F.R. § 745.113(b)(6)	Failure to include as attachment or within lease signatures and dates for tenants and lessor	\$2,840
		Total	\$38,680
		Total with 15% culpability adjustment	\$44,482

d. Respondents Pike and H & H Residential, LLC, **\$14,214** total for three target housing units.

<u>Count</u>	<u>Regulation Violated</u>	<u>Description</u>	<u>Penalty</u>
1	40 C.F.R. § 745.107(a)(1)	Failure to provide an EPA-approved lead hazard information pamphlet	\$2,840
4	40 C.F.R. § 745.113(b)(2)	Failure to include in the lease an attachment thereto a statement by	\$6,520

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		the lessor or owner disclosing the presence of known lead-based paint or lead-based paint hazards, or lack of knowledge thereof	
5	40 C.F.R. § 745.113(b)(3)	Failure to include as an attachment or with the lease a list of records or reports available pertaining to lead-based paint and/or lead based paint hazards in the target housing being leased or sold or that no such lists exists.	\$2,140
6	40 C.F.R. § 745.113(b)(6)	Failure to include as attachment or within lease signatures and dates for tenants and lessor	\$860
		Total	\$12,360
		Total with 15% culpability adjustment	\$14,214

e. Respondents Pike and FOR LIFE LLC, **\$816.50** total for one target housing unit.

<u>Count</u>	<u>Regulation Violated</u>	<u>Description</u>	<u>Penalty</u>
6	40 C.F.R. § 745.113(b)(6)	Failure to include as attachment or within lease signatures and dates for tenants and lessor	\$710
		Total with 15% culpability adjustment	\$816.50

f. Respondents Pike and 287 Norton Street, LLC, \$16,295.50 total for one target housing unit.

<u>Count</u>	<u>Regulation Violated</u>	<u>Description</u>	<u>Penalty</u>
1	40 C.F.R. § 745.107(a)(1)	Failure to provide an EPA-approved lead hazard information pamphlet	\$8,500

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3	40 C.F.R. § 745.113(b)(2)	Failure to include in the lease an attachment thereto a statement by the lessor or owner disclosing the presence of known lead-based paint or lead-based paint hazards, or lack of knowledge thereof	\$5,670
		Total	\$14,170
		Total (includes 15% culpability adjustment)	\$16,295.50

g. Respondents Pike and 335 Fountain LLC, \$9,464.50 total for one target housing unit.

<u>Count</u>	<u>Regulation Violated</u>	<u>Description</u>	<u>Penalty</u>
3	40 C.F.R. § 745.113(b)(2)	Failure to include in the lease an attachment thereto a statement by the lessor or owner disclosing the presence of known lead-based paint or lead-based paint hazards, or lack of knowledge thereof	\$5,670
4	40 C.F.R. § 745.113(b)(3)	Failure to include as an attachment or with the lease a list of records or reports available pertaining to lead-based paint and/or lead based paint hazards in the target housing being leased or sold or that no such lists exists.	\$1,850
6	40 C.F.R. § 745.113(b)(6)	Failure to include as attachment or within lease signatures and dates for tenants and lessor	\$710
		Total	\$8,230
		Total with 15% culpability adjustment	\$9,464.50

h.

h. Respondents Pike and 477 Prospect, LLC, **\$816.50** for one target housing unit.

<u>Count</u>	<u>Regulation Violated</u>	<u>Description</u>	<u>Penalty</u>
6	40 C.F.R. § 745.113(b)(6)	Failure to include as attachment or within lease signatures and dates for tenants and lessor	\$710
		Total with 15% culpability adjustment	\$816.50

i. Respondents Pike and 80 Sherman, LLC, **\$1,483.40** for one target housing unit.

<u>Count</u>	<u>Regulation Violated</u>	<u>Description</u>	<u>Penalty</u>
4	40 C.F.R. § 745.113(b)(2)	Failure to include in the lease an attachment thereto a statement by the lessor or owner disclosing the presence of known lead-based paint or lead-based paint hazards, or lack of knowledge thereof	\$850
5	40 C.F.R. § 745.113(b)(3)	Failure to include as an attachment or with the lease a list of records or reports available pertaining to lead-based paint and/or lead based paint hazards in the target housing being leased or sold or that no such lists exists.	\$290
6	40 C.F.R. § 745.113(b)(6)	Failure to include as attachment or within lease signatures and dates for tenants and lessor	\$150
		Total	\$1,290
		Total with 15% culpability adjustment	\$1,483.50

The penalties for the RRP Rule violations alleged against Respondent Pike are set forth below:

Count	Regulation violated	Description	penalty
7	40 C.F.R. §§ 745.81(a)(2) and 745.89	Failure to obtain firm certification	\$4,500
8	40 C.F.R. § 745.84(a)(2)	Failure to provide pre-renovation information	\$18,840
9	40 C.F.R. § 745.89(d)(2)	Failure to assign a certified renovator	\$22,500
10	40 C.F.R. § 745.86	Failure to maintain records	\$3,600
		Total	\$53,940
		Total with 15% culpability adjustment	\$62,031

93. The proposed penalty may be adjusted if Respondent establishes *bona fide* issues or defenses relevant to the appropriate amount of the penalty. Respondent shall pay the civil penalty with a cashier's or certified check, payable to the Treasurer, United States of America. Respondent should note on the check the docket number of this Complaint (EPA Docket No. TSCA-01-2016-0034). 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:

In the Matter of Pike International, LLC, et al; TSCA-01-2016-0034

Wanda I. Santiago, Regional Hearing Clerk
U.S. Environmental Protection Agency – Region 1
5 Post Office Square, Suite 100 (ORA 18-1)
Boston, Massachusetts 02109-3912

and

Andrea Simpson, Senior Enforcement Counsel
U.S. Environmental Protection Agency – Region 1
5 Post Office Square, Suite 100 (OES 04-2)
Boston, MA 02109-3912

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

IV. NOTICE OF OPPORTUNITY TO REQUEST A HEARING

95. 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, Respondent has 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. **Respondent must file the original and one copy of the written Answer to this Complaint within thirty (30) days of receipt of this Complaint.** Respondent 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
5 Post Office Square, Suite 100 (ORA 18-1)
Boston, Massachusetts 02109-3912

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

Andrea Simpson, Senior Enforcement Counsel
U.S. Environmental Protection Agency – Region 1
5 Post Office Square, Suite 100 (OES 04-2)
Boston, MA 02109-3912

96. In its Answer, Respondent 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: (i) the circumstances or arguments alleged to constitute the grounds of any defense; (ii) the facts Respondent disputes; (iii) the basis for opposing any proposed relief; and, (iv) whether a hearing is requested. Where Respondent has no knowledge as to a particular factual allegation and so states, the allegation is deemed denied. Any failure of Respondent 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.

97. The filing of service of documents other than the complaint, rulings, orders, and decisions, in all cases before the Region 1 Regional Judicial Officer governed by the Consolidated Rules of Practice may be filed and served by email, consistent with the "Standing

Order Authorizing Filing and Service by E-mail in Proceedings Before the Region 1 Regional Judicial Officer,” a copy of which has been provided with the Complaint.

V. DEFAULT ORDER

98. If Respondent fails to file a timely Answer to the Complaint, Respondent may be found to be in default, pursuant to 40 C.F.R. § 22.17. For purposes of this action only, default by Respondent constitutes an admission of all facts alleged in the Complaint and a waiver of Respondent’s 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 Respondent without further proceedings thirty (30) days after the default order becomes final.

VI. SETTLEMENT CONFERENCE

99. Whether or not a hearing is requested upon filing an Answer, Respondent may confer informally with the EPA concerning the alleged violations. Such conference provides Respondent 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.

100. 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 but that the deadline by which Respondent must file an Answer is only extended on a motion granted by the

Regional Judicial Officer in accordance with the Consolidated Rules of Practice. To explore the possibility of settlement in this matter, Respondent should contact Andrea Simpson, Senior Enforcement Counsel, at the address provided above, or by calling her at (617) 918-1738 (direct). Ms. Simpson 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.



Joanna B. Jerison, Manager
Regulatory Legal Enforcement Office
Office of Environmental Stewardship
EPA Region 1 – New England

Date: 3/30/16

ATTACHMENT I

In the Matter of Pike International LLC, et al.
Docket Number TSCA-01-2-16-0034

PROPOSED PENALTY SUMMARY

1. DISCLOSURE RULE VIOLATIONS

The following provides the justification for the proposed penalty calculation in the administrative penalty action against Pike International, LLC (Pike), 173-175 Park LLC; 1533 Chapel LLC; Quinnipiac Gardens, Inc.; H & H Residential LLC; FOR LIFE LLC; 287 Norton, LLC; 325 Fountain, LLC; 477 Prospect, LLC; and 80 Sherman, LLC, which seeks to assess a civil penalty in the amount of **\$197,742.50** for alleged violations of the Lead Disclosure Rule and the Renovation, Repair and Painting (“RRP”) Rule. The penalty was calculated according to EPA’s December 2007 *Section 1018 - Disclosure Rule Enforcement Response and Penalty Policy* (“Disclosure Rule ERPP”) and August 2010 *Consolidated Enforcement Response and Penalty Policy for the Pre-Renovation Education Rule; Renovation, Repair and Painting Rule; and Lead-Based Paint Activities Rule* (“LBP Consolidated ERPP”). A breakdown of the penalty by count is set forth below. A 15% upward adjustment has been added to the penalties for both the Lead Disclosure Rule and RRP Rule violations because Respondent Pike had been informed about the requirements of those rules during EPA’s first inspection in May 2012.

COUNT I. Failure to Provide a Lead Hazard Information Pamphlet

Provision Violated: 40 C.F.R. § 745.107(a)(1) requires lessors to provide lessees with an EPA-approved lead hazard information pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead in Your Home*, or an equivalent pamphlet that has been approved for use by EPA.

Circumstance Level: Failure to provide a lessee an EPA-approved lead hazard information pamphlet pursuant to 40 C.F.R. § 745.107(a)(1) results in a high probability of impairing the 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. As a result, under the Disclosure Rule ERPP Appendix B, a violation of 40 C.F.R. § 745.107(a)(1) is a *Level 1* violation.

Extent of Harm: The Disclosure Rule ERPP takes into consideration the risk factors for exposure to lead-based paint and lead-based paint hazards. The potential for harm is measured by the age of children living in the target housing and the presence of pregnant women living in the target housing. Children under the age of six are most likely to be adversely affected by the presence of lead-based paint and lead-based paint hazards, because of how they play and ingest materials from their environment, and because of their vulnerability due to their physical development. The harmful effects that lead can have on children under the age of six warrants a *major* extent factor. Children between the ages of six and eighteen may be adversely affected by the presence of lead-based paint and lead-based paint hazards because of their vulnerability due to their physical development. The harmful effects that lead can have on children between the

ages of six and eighteen warrant a *significant* extent factor. The documented absence of children or pregnant women warrants a *minor* extent factor.

Respondents failed to provide an EPA-approved lead hazard information pamphlet to tenants who entered into the leases for the target housing units identified below, before the tenants became obligated to lease the target housing:

Respondents/ Lessors	Address	Approximate Start of Lease Term	Children/Ages	Extent of Harm	Gravity -Based Penalty
Pike/173-175 Park Street LLC	175 Park St #2	8/26/2014	none	Minor	\$2,840
Pike/ Quinnipiac Gardens Inc	1314 Quinnipiac Ave #1	5/17/2013	Yes (< 6)	Major	\$16,000
Pike/H & H Residential LLC	37 Lynwood Place House	3/21/2015	none	Minor	\$2,840
Pike/287 Norton Street LLC	293 Norton #A-7	4/15/2015	unknown	Significant	\$8,500

COUNT II. Failure to Disclose the Presence of Known Lead-Based Paint

Provision Violated: 40 C.F.R. § 745.107(a)(2) requires a lessor to disclose to the lessee the presence of any known lead-based paint or lead-based paint hazards in the target housing being leased. 40 C.F.R. § 745.107(a)(4) requires the lessor to provide the lessee any records or reports available pertaining to lead-based paint and/or lead-based paint hazards in the target housing being leased.

Circumstance Level: Failure to disclose the presence of known lead-based paint or lead-based paint hazards in the target housing being leased pursuant to 40 C.F.R. § 745.107(a)(2) and/or provide the lessee any records or reports available pertaining to lead-based paint and/or lead-based paint hazards in the target housing being leased pursuant to 40 C.F.R. § 745.107(a)(4) results in a high probability of impairing the 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. As a result, under the Disclosure Rule ERPP Appendix B, a violation of 40 C.F.R. § 745.107(a)(2) and/or (a)(4) is a *Level 1* violation.

Extent of Harm: The Disclosure Rule ERPP takes into consideration the risk factors for exposure to lead-based paint and lead-based paint hazards. The potential for harm is measured by the age of children living in the target housing and the presence of pregnant women living in the target housing. Children under the age of six are most likely to be adversely affected by the presence of lead-based paint and lead-based paint hazards, because of how they play and ingest materials from their environment, and because of their vulnerability due to their physical development. The harmful effects that lead can have on children under the age of six warrants a *major* extent factor. Children between the ages of six and eighteen may be adversely affected by the presence of lead-based paint and lead-based paint hazards because of their vulnerability due to their physical development. The harmful effects that lead can have on children between the

ages of six and eighteen warrant a *significant* extent factor. The documented absence of children or pregnant women warrants a *minor* extent factor.

Respondents failed to disclose to the lessee the presence of any known lead-based paint or lead-based paint hazards in the target housing being leased and/or failed to provide the lessee any records or reports available pertaining to lead-based paint and/or lead-based paint hazards in the target housing being leased:

Respondents/ Lessors	Address	Approximate Start of Lease Term	Children/Ages	Extent of Harm	Gravity -Based Penalty
Pike/1533 Chapel LLC	1533 Chapel/300 Winthrop #204	10/4/2014	unknown	Significant	\$8,500
Pike/ 1533 Chapel LLC	1533 Chapel/300 Winthrop #BA	2/14/2014	none	Minor	\$2,840
Pike /1533 Chapel LLC	1533 Chapel/300 Winthrop #405	7/2/2015	unknown	Significant	\$8,500

COUNT III. Failure to Include a Lead Warning Statement

Provision Violated: 40 C.F.R. § 745.113(b)(1) requires that each contract to lease target housing include as an attachment, or within the contract, the Lead Warning Statement.

Circumstance Level: Failure to include the Lead Warning Statement in the language of the lease contract, or an attachment thereto, pursuant to 40 C.F.R. § 745.113(b)(1), results in 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. As a result, under the Disclosure Rule ERPP Appendix B, a violation of 40 C.F.R. § 745.113(b)(1) is a *Level 2* violation.

Extent of Harm: The Disclosure Rule ERPP takes into consideration the risk factors for exposure to lead-based paint and lead-based paint hazards. The potential for harm is measured by the age of children living in the target housing and the presence of pregnant women living in the target housing. Children under the age of six are most likely to be adversely affected by the presence of lead-based paint and lead-based paint hazards, because of how they play and ingest materials from their environment, and because of their vulnerability due to their physical development. The harmful effects that lead can have on children under the age of six warrants a *major* extent factor. Children between the ages of six and eighteen may be adversely affected by the presence of lead-based paint and lead-based paint hazards because of their vulnerability due to their physical development. The harmful effects that lead can have on children between the ages of six and eighteen warrant a *significant* extent factor. The documented absence of children or pregnant women warrants a *minor* extent factor.

Respondents failed to include the Lead Warning Statement in, or attached to, the leases for the target housing units identified below:

Respondents/ Lessors	Address	Approximate Start of Lease Term	Children/Ages	Extent of Harm	Gravity- Based Penalty
Pike/173-175 Park Street LLC	175 Park St #2	8/26/2014	none	Minor	\$1,710
Pike/ Quinnipiac Gardens Inc	1314 Quinnipiac Ave #1	5/17/2013	Yes (< 6)	Major	\$11,340

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

Provision Violated: 40 C.F.R. § 745.113(b)(2) requires that each contract to lease target housing include, as an attachment or within the lease contract, a statement by a lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards.

Circumstance Level: Failing to include the statement of knowledge of lead-based paint and/or lead-based paint hazards as an attachment, or within the contract to lease target housing, results in a medium probability of impairing the 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 with regard to leasing the target housing in question. Because the intent of this provision is to put potential lessees on notice of specific information relating to the presence of lead in the housing, a violation of this provision deprives lessees of their right to make decisions based upon risk. As a result, under the Disclosure Rule ERPP, a violation of 40 C.F.R. § 745.113(b)(2) is a *Level 3* violation.

Extent of Harm: The Disclosure Rule ERPP takes into consideration the risk factors for exposure to lead-based paint and lead-based paint hazards. The potential for harm is measured by the age of children living in the target housing and the presence of pregnant women living in the target housing. Children under the age of six are most likely to be adversely affected by the presence of lead-based paint and lead-based paint hazards, because of how they play and ingest materials from their environment, and because of their vulnerability due to their physical development. The harmful effects that lead can have on children under the age of six warrants a *major* extent factor. Children between the ages of six and eighteen may be adversely affected by the presence of lead-based paint and lead-based paint hazards because of their vulnerability due to their physical development. The harmful effects that lead can have on children between the ages of six and eighteen warrant a *significant* extent factor. The documented absence of children or pregnant women warrants a *minor* extent factor.

Respondents failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in 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, the leases for the target housing units identified below:

Respondents/ Lessors	Address	Approximate Start of Lease Term	Children/Ages	Extent of Harm	Gravity- Based Penalty
Pike/173-175 Park Street LLC	175 Park St #2	8/26/2014	none	Minor	\$850
Pike/1533 Chapel LLC	1533 Chapel/300 Winthrop #204	10/4/2014	unknown	Significant	\$5,670
Pike/Quinnipiac Gardens Inc.	1314 Quinnipiac Ave #1	5/17/2013	Yes (< 6)	Major	\$8,500
Pike/H & H Residential LLC	17 Edgewood Ave House	3/4/2013	none	Minor	\$850
Pike/1533 Chapel LLC	1533 Chapel #BA	2/14/2014	none	Minor	\$850
Pike/287 Norton Street LLC	293 Norton #A-7	4/15/2015	Yes (6-18)	Significant	\$5,670
Pike/325 Fountain LLC	335 Fountain #1B	1/26/2015	unknown	Significant	\$5,670
Pike/H & H Residential LLC	226 Ellsworth C6	7/24/2013	unknown	Significant	\$5,670
Pike/ 80 Sherman LLC	80 Sherman #6	5/25/2014	none	Minor	\$850
Pike/1533 Chapel LLC	1533 Chapel #405	7/2/2015	unknown	Significant	\$5,670

COUNT V. Failure to Disclose Records or Reports of Lead-Based Paint/Hazards

Provision Violated: Pursuant to 40 C.F.R. § 745.113(b)(3) each contract to lease target housing must include a list of any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards, or an indication that not such records exist, within or as an attachment to, the contract.

Circumstance Level: Failure to include a list of any records or reports in a contract to lease target housing has a relatively low probability of impairing a lessee's ability to properly assess and weigh potential health risks when leasing target housing, but could potentially increase the likelihood of exposure to lead-based paint hazards. As a result, under the ERPP, Appendix B, a violation of 40 C.F.R. § 745.113(b)(3) is a *Level 5* violation.

Extent of Harm: The Disclosure Rule ERPP takes into consideration the risk factors for exposure to lead-based paint and lead-based paint hazards. The potential for harm is measured by the age of children living in the target housing and the presence of pregnant women living in the target housing. Children under the age of six are most likely to be adversely affected by the presence of lead-based paint and lead-based paint hazards, because of how they play and ingest materials from their environment, and because of their vulnerability due to their physical development. The harmful effects that lead can have on children under the age of six warrants a *major* extent factor. Children between the ages of six and eighteen may be adversely affected by the presence of lead-based paint and lead-based paint hazards because of their vulnerability due to their physical development. The harmful effects that lead can have on children between the ages of six and eighteen warrant a *significant* extent factor. The documented absence of children or pregnant women warrants a *minor* extent factor.

Respondents failed to include a list of the records or reports, or indicate no such records exist, to tenants who entered into the leases for the target housing units identified below:

Respondents/ Lessors	Address	Approximate Start of Lease Term	Children/Ages	Extent of Harm	Gravity- Based Penalty
Pike/173-175 Park Street LLC	175 Park St #2	8/26/2014	none	Minor	\$290
Pike/1533 Chapel LLC	1533 Chapel/300 Winthrop #204	10/4/2014	unknown	Significant	\$1,850
Pike/Quinnipiac Gardens Inc	1314 Quinnipiac Ave #1	5/17/2013	Yes (< 6)	Major	\$2,840
Pike/H & H Residential LLC	17 Edgewood Ave House	3/4/2013	none	Minor	\$290
Pike/1533 Chapel LLC	1533 Chapel #BA	2/14/2014	none	Minor	\$290
Pike/325 Fountain LLC	335 Fountain #1B	1/26/2015	unknown	Significant	\$1,850
Pike/H & H Residential LLC	226 Ellsworth C6	7/24/2013	unknown	Significant	\$1,850
Pike/80 Sherman LLC	80 Sherman #6	5/25/2014	none	Minor	\$290
Pike/1533 Chapel LLC	1533 Chapel #405	7/2/2015	unknown	Significant	\$1,850

COUNT VI. Failure to Include the Signatures and Signing Dates for Both Lessors and Lessees Hazards

Provision Violated: 40 C.F.R. § 745.113(b)(6) requires that each contract to lease target housing must include the signatures of the lessors and lessees, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of their signatures.

Circumstance Level: Failing to include dated signatures by the lessors and lessees certifying to the accuracy of their statements, results in a relatively low probability of impairing a lessee's ability to properly assess and weigh potential health risks when leasing target housing, but could potentially increase the likelihood of exposure to lead-based paint hazards. As a result, under the Disclosure Rule ERPP, a violation of 40 C.F.R. § 745.113(b)(6) is a *Level 6* violation.

Extent of Harm: The Disclosure Rule ERPP takes into consideration the risk factors for exposure to lead-based paint and lead-based paint hazards. The potential for harm is measured by the age of children living in the target housing and the presence of pregnant women living in the target housing. Children under the age of six are most likely to be adversely affected by the presence of lead-based paint and lead-based paint hazards, because of how they play and ingest materials from their environment, and because of their vulnerability due to their physical development. The harmful effects that lead can have on children under the age of six warrants a *major* extent factor. Children between the ages of six and eighteen may be adversely affected by the presence of lead-based paint and lead-based paint hazards because of their vulnerability due to their physical development. The harmful effects that lead can have on children between the ages of six and eighteen warrant a *significant* extent factor. The documented absence of children or pregnant women warrants a *minor* extent factor.

Respondents failed to include as an attachment or within the lease, dated signatures certifying to the accuracy of their statements for both the lessor and lessee for the target housing units identified below on the following dates:

Respondents/ Lessors	Address	Approximate Start of Lease Term	Children/Ages	Extent of Harm	Gravity- Based Penalty
Pike/H & H Residential LLC	17 Edgewood Ave House	3/4/2013	none	Minor	\$150
Pike/FOR LIFE LLC	608 George St #11	12/18/2014	unknown	Significant	\$710
Pike/1533 Chapel LLC	1533 Chapel #BA	2/14/2014	none	Minor	\$150
Pike/335 Fountain LLC	335 Fountain #1B	4/15/2015	unknown	Significant	\$710
Pike/H & H Residential LLC	226 Ellsworth C6	7/24/2013	unknown	Significant	\$710
Pike/477 Prospect LLC	477 Prospect #3	11/8/2013	unknown	Significant	\$710
Pike/80 Sherman LLC	80 Sherman #6	5/25/2014	none	Minor	\$150

**Total penalty for all Lead Disclosure Rule violations including 15% upward adjustment:
\$135,711.50**

2. RENOVATION, REPAIR AND PAINTING RULE VIOLATIONS

COUNT VII – Failure of a Firm to Obtain Initial Certification

Provision Violated: 40 C.F.R. § 745.81(a)(2)(ii) requires that all firms performing renovations for compensation must apply to EPA for certification to perform renovations or dust sampling. No firm may perform, offer, or claim to perform renovations without certification from EPA under 40 C.F.R. § 745.89 in target housing or child-occupied facilities, unless the renovation qualifies for one of the exceptions identified in 40 C.F.R. § 745.82.

Circumstance Level: The failure to obtain certification from EPA prior to performing renovations results in a *medium probability* of impacting human health and the environment because a firm that is not certified by EPA is less likely to comply with the work practice standards of 40 C.F.R. § 745.85. As a result, under the LBP Consolidated ERPP Appendix A, a violation of 40 C.F.R. § 745.81(a)(2)(ii) is a *Level 3a* violation.

Extent of Harm: The Disclosure Rule ERPP takes into consideration the risk factors for exposure to lead-based paint and lead-based paint hazards. The potential for harm is measured by the age of children living in the target housing and the presence of pregnant women living in the target housing. Children under the age of six are most likely to be adversely affected by the presence of lead-based paint and lead-based paint hazards, because of how they play and ingest materials from their environment, and because of their vulnerability due to their physical development. The harmful effects that lead can have on children under the age of six warrants a *major* extent factor. Children between the ages of six and eighteen may be adversely affected by the presence of lead-based paint and lead-based paint hazards because of their vulnerability due to their physical development. The harmful effects that lead can have on children between the ages of six and eighteen warrant a *significant* extent factor. The documented absence of children or pregnant women warrants a *minor* extent factor.

Respondent Pike failed to obtain firm certification before conducting a renovation at the following target housing unit¹:

Respondents/ Lessors	Address	Work order	Work Date	Children /Ages	Extent of Harm	Gravity- Based Penalty
Pike	33 Howe Street, IL	35552	9/18/13- 11/12/13	None	Minor	\$4,500

COUNT VIII – Failure to Provide a Lead-Safe Renovation Pamphlet

Provisions Violated: 40 C.F.R. § 745.84(a)(1) requires firms performing renovations to, no more than 60 days before beginning renovation activities, provide the owner of the unit with a full and complete copy of an EPA-developed or EPA-approved lead-safe renovation pamphlet (“Pamphlet”), as defined at 40 C.F.R. § 745.83. The renovating firm must also either: (i) obtain from the owner a written acknowledgment that the owner has received the Pamphlet; or (ii) obtain a certificate of mailing at least seven days prior to the renovation.

Circumstance Level: The failure to provide the owner of the unit with the EPA-approved lead-safe renovation pamphlet results in a *high probability* of impacting the human health and the environment by impairing the owner’s ability to properly assess information regarding the risks associated with exposure to lead-based paint, lead dust, and debris. As a result, under the LBP Consolidated ERPP Appendix A, a violation of 40 C.F.R § 745.84(a)(1) is a *Level 1b* violation.

Extent of Harm: The Disclosure Rule ERPP takes into consideration the risk factors for exposure to lead-based paint and lead-based paint hazards. The potential for harm is measured by the age of children living in the target housing and the presence of pregnant women living in the target housing. Children under the age of six are most likely to be adversely affected by the presence of lead-based paint and lead-based paint hazards, because of how they play and ingest materials from their environment, and because of their vulnerability due to their physical development. The harmful effects that lead can have on children under the age of six warrants a *major* extent factor. Children between the ages of six and eighteen may be adversely affected by the presence of lead-based paint and lead-based paint hazards because of their vulnerability due to their physical development. The harmful effects that lead can have on children between the ages of six and eighteen warrant a *significant* extent factor. The documented absence of children or pregnant women warrants a *minor* extent factor.

Respondent Pike failed to provide a lead safe renovation pamphlet to the occupants of the following target housing units before conducting renovations at those units:

Respondents/ Lessors	Address	Work order	Work Dates	Children /Ages	Extent of Harm	Gravity- Based Penalty
Pike	33 Howe 1L	31749	9/18/13- 11/12/13	Minor	Minor	\$2,840

¹ The failure to obtain firm certification is considered a one-time violation. Therefore, EPA is proposing this penalty for the first renovation job that is the subject of the complaint performed by Respondent Pike.

Pike	1314 Quinnipiac Ave #1	35552	3/1/15	Yes, <6	Major	\$16,000
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COUNT IX - Failure to Assign Certified Renovators

Provision Violated: 40 C.F.R. § 745.89(d) requires that all firms performing renovations must ensure that all (1) all individuals performing renovation activities on behalf of the firm are either certified renovators or have been trained by a certified renovator in accordance with § 745.90, and (2) a certified renovator is assigned to each renovation performed by the firm and discharges all of the certified renovator responsibilities identified in § 745.90.

Circumstance Level: The failure to ensure that a certified renovator is assigned to the renovation results in a high probability of a renovation firm failing to comply with the work practice standards of 40 C.F.R § 745.85. As a result, under the LBP Consolidated ERPP Appendix A, a violation of 40 C.F.R. § 745.107(a)(1) is a *Level 3a* violation.

Extent of Harm: The LBP Consolidated ERPP takes into consideration the risk factors for exposure to lead-based paint and lead-based paint hazards. The potential for harm is measured by the age of children living in the target housing and the presence of pregnant women living in the target housing. Children under the age of six are most likely to be adversely affected by the presence of lead-based paint and lead-based paint hazards, because of how they play and ingest materials from their environment, and because of their vulnerability due to their physical development. The harmful effects that lead can have on children under the age of six warrants a *major* extent factor. Children between the ages of six and eighteen may be adversely affected by the presence of lead-based paint and lead-based paint hazards because of their vulnerability due to their physical development. The harmful effects that lead can have on children between the ages of six and eighteen warrant a *significant* extent factor. The absence of children or pregnant women warrants a *minor* extent factor.

Respondent failed to assign a certified renovator to the following renovation projects:

Respondents/ Lessors	Address	Work order	Work Dates	Children /Ages	Extent of Harm	Gravity-Based Penalty
Pike	33 Howe 1L	31749	9/18/13-11/12/13	Minor	Minor	\$4,500
Pike	1314 Quinnipiac Ave #1	35552	3/1/15	Yes, <6	Major	\$22,500

COUNT X - Failure to Maintain Records Demonstrating Compliance with the RRP Rule

Provision Violated: 40 C.F.R. § 745.86 requires firms performing renovations to retain, and if requested, make available to EPA, all records necessary to demonstrate compliance with the RRP Rule for three years.

Circumstance Level: The failure to retain records demonstrating compliance with the RRP results in a *low probability* of impacting human health and the environment due to exposure to lead-based paint, lead dust, and debris. As a result, under the LBP Consolidated ERPP Appendix A, a violation of 40 C.F.R § 745.86 is a *Level 6a* violation.

Extent of Harm: The LBP Consolidated ERPP takes into consideration the risk factors for exposure to lead-based paint and lead-based paint hazards. The potential for harm is measured by the age of children living in the target housing and the presence of pregnant women living in the target housing. Children under the age of six are most likely to be adversely affected by the presence of lead-based paint and lead-based paint hazards, because of how they play and ingest materials from their environment, and because of their vulnerability due to their physical development. The harmful effects that lead can have on children under the age of six warrants a *major* extent factor. Children between the ages of six and eighteen may be adversely affected by the presence of lead-based paint and lead-based paint hazards because of their vulnerability due to their physical development. The harmful effects that lead can have on children between the ages of six and eighteen warrant a *significant* extent factor. The absence of children or pregnant women warrants a *minor* extent factor.

Respondent Pike failed to maintain records demonstrating compliance with the RRP Rule after conducting renovations at the following target housing units:

Respondents/ Lessors	Address	Work order	Work Dates	Children /Ages	Extent of Harm	Gravity-Based Penalty
Pike	33 Howe 1L	31749	9/18/13- 11/12/13	Minor	Minor	\$600
Pike	1314 Quinnipiac Ave #1	35552	3/1/15	Yes, <6	Major	\$3,000

Total penalty for all RRP Rule violations including 15% upward adjustment: \$62,031