September 29, 2025 4:48 pm
USEPA – Region II
Regional Hearing Clerk

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2

In the Matter of	
The Woodner Company,	CONSENT AGREEMENT AND FINAL ORDER
Respondent	Docket No. TSCA-02-2025-9277
Proceeding under Section 16(a) of the Toxic Substances Control Act	

PRELIMINARY STATEMENT

This administrative proceeding was commenced pursuant to Section 16(a) of the Toxic Substances Control Act, 15 U.S.C. § 2615(a), as amended ("TSCA"), and the Consolidated Rules of Practice, 40 C.F.R. Part 22 ("Consolidated Rules").

Pursuant to 40 C.F.R. § 22.13(b) of the Consolidated Rules, where the parties agree to settlement of one or more causes of action before the filing of an Administrative Complaint, a proceeding may be simultaneously commenced and concluded by the issuance of a Consent Agreement and Final Order ("CAFO") pursuant to 40 C.F.R. §§ 22.18(b)(2) and (3).

The Director of the Enforcement and Compliance Assurance Division, United States Environmental Protection Agency, Region 2 (hereinafter "the EPA" or "Complainant") alleges that The Woodner Company (hereinafter "Respondent" or "Woodner") at the Crestwood Lake Apartments at 90 Beaumont Circle, Yonkers, New York, 10710 (hereinafter "Respondent's Property" or "the Crestwood Lake Apartments") violated the requirements of Section 1018 of

Title X of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d, ("the Act") and the federal regulations promulgated pursuant to TSCA and the Act at 40 C.F.R. Part 745, Subpart F, referred to as the Lead Disclosure Rule.

The EPA and Respondent agree that settling this matter by entering into this CAFO is an appropriate means of resolving this matter without further litigation. No formal or adjudicated findings of fact or conclusions of law have been made.

STATUTORY AND REGULATORY AUTHORITY

1. In 1992, Congress passed the Act in response to findings that low-level lead poisoning was widespread among American children, that pre-1980 American housing stock contained more than three million tons of lead in the form of lead-based paint, and that the ingestion of household dust containing lead from deteriorated or abraded lead-based paint was the most common cause of lead poisoning in children. Among the stated purposes of the Act were to implement a broad program to reduce lead-based paint hazards in the Nation's housing stock, and to ensure that the existence of lead-based paint hazards is taken into account in the sale, rental, and renovation of homes and apartments. *See* 42 U.S.C. § 4851a(2), (4). To carry out these purposes, the Act added a new section to TSCA, entitled *Subchapter IV – Lead Exposure Reduction*, which includes TSCA Sections 401–412, 15 U.S.C. §§ 2681–2692.

2. Section 16(a) of TSCA, 42 U.S.C. § 2615(a), as modified by the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015, 28 U.S.C. § 2461, as mandated by the Debt Collection Improvement Act of 1996 ("DCIA"), and the implementing regulations at 40 C.F.R. Part 19, authorizes the EPA Administrator to assess a civil penalty of up to $49,772 for

each violation of Section 409 of TSCA, 15 U.S.C. § 2689, that occurred after November 2, 2015, and for which penalties are assessed on or after January 8, 2025. This maximum statutory penalty amount for Disclosure Rule violations is limited by Section 1018(b)(5) of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d(b)(5), which limits penalties assessed for violations of 42 U.S.C. § 4852d(b)(5), assessed under Section 16 of TSCA, 15 U.S.C. § 2615, to not more than $10,000 per violation (increased to $22,263 pursuant to the DCIA) . Each day that such a violation continues constitutes a separate violation of Section 409. Pursuant to Section 16(a)(2)(C), "[t]he Administrator may compromise, modify, or remit, with or without conditions, any civil penalty which may be imposed [under this subsection]."

3. Section 1018 of the Act required the EPA and the Department of Housing and Urban Development (HUD) to jointly issue regulations requiring the disclosure of known lead-based paint and/or lead-based paint hazards by persons selling or leasing housing constructed before the phaseout of residential lead-based paint use in 1978.

4. The regulations that the EPA promulgated pursuant to Section 1018, issued March 6, 1996, and amended June 27, 1997, are codified at 40 C.F.R. Part 745 Subpart F.

5. Section 1018(b)(5) of the Act further provides that for each violation of TSCA § 409, specific civil penalties apply under TSCA § 16.

EPA FINDINGS OF FACTS AND CONCLUSIONS OF LAW

6. Respondent The Woodner Company is a Delaware corporation authorized to do business in the State of New York State.

7. Respondent's primary place of business is located at 21 East 67th Street, New York, New York, 10065.

8. Respondent at all times relevant herein was a "lessor" as defined by 40 C.F.R. § 745.103, and managed the apartments in question in this matter.

9. The Crestwood Lake Apartments were constructed prior to 1978 and are "target housing" as defined by 40 C.F.R. § 745.103. The apartments are owned by Crestwood Lake Heights Section 1 Corp., Crestwood Lake Heights Section 2 Corp., Crestwood Lake Heights Section 3 Corp., Crestwood Lake Heights Section 4 Corp., and Crestwood Lake Section One Holding Corp. (collectively, "Owners"), and are managed by The Woodner Company.

10. On May 12, 2022, the EPA conducted an inspection of the Crestwood Lake Apartments for compliance with the requirements of TSCA and the lead-based paint regulations. As part of that inspection, EPA obtained a sampling of 30 lease files, executed on or after May 1, 2020, as well as other pertinent records. A copy of the inspection report was mailed to Respondent on May 24, 2022.

11. Based on the information obtained during the inspection, and a review of the pertinent records, EPA determined that Respondent had violated the following provisions of the Lead Disclosure Rule:

- 40 C.F.R. § 745.113(b)(4) – A statement by the lessee affirming receipt of the information required by 40 C.F.R. §§ 745.113(b)(2) and (b)(3) and the lead hazard pamphlet required under 15 USC § 2686. This statement allows the EPA to ascertain that the lessee has actually been informed of the risks of lead-based paint at the property.

- 40 C.F.R. § 745.113(b)(6) – 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. These signatures commit the parties to the lease transaction to the truth of statements made about lead-based paint, providing another avenue for the EPA to verify compliance with the disclosure requirements.

Below is a chart detailing which of these two provisions were found to be violated in which apartments' lease files:

Address	**40 C.F.R. § 745.113(b)(4)**	**40 C.F.R. § 745.113(b)(6)**
1 Andover Road #4	1	1
1 Shoreview Drive #4	1	1
2 Andover Road #2	1	1
2 Nassau Road #1	1	1
3 Andover Road #3	1	
3 Nassau Road #4	1	1
7 Andover Road #4	1	
10 Cleveland Place #4	1	
10 Roxbury Drive #4	1	
11 Cleveland Place #1	1	1
13 Nassau Road #3	1	
26 Beaumont Circle #1	1	1
30 Nassau Road #4	1	
31 Shoreview Drive #2	1	1
35 Nassau Road #2	1	
35 Nassau Road #4	1	1
38 Beaumont Circle #1	1	
45 Beaumont Circle #4	1	
50 Shoreview Drive #3	1	
56 Shoreview Drive #4	1	
57 Beaumont Circle #2	1	
68 Shoreview Drive #1	1	1
78 Shoreview Drive #4	1	
87 Beaumont Circle #4	1	
90 Crisfield Street #1	1	1
101 Beaumont Circle #1	1	
114 Crisfield Street #2	1	1
114 Crisfield Street #3	1	1
115 Beaumont Circle #3	1	
Total	29	13

12. Each of Respondent's failures to comply with the requirements of the Disclosure Rule as identified above, constitutes an independent violation of TSCA and the Act for which penalties may be individually assessed.

CONSENT AGREEMENT

Based on the foregoing, and pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), and in accordance with the Consolidated Rules of Practice, it is hereby agreed by and between the parties hereto, and voluntarily and knowingly accepted by Respondent, that Respondent shall comply with the following terms:

13. For the purposes of this Consent Agreement, Respondent: (a) admits the jurisdictional allegations of the Complaint, and neither admits nor denies the EPA's Findings of Fact and Conclusions of Law in this Consent Agreement; (b) consents to the assessment of the civil penalty as set forth below; (c) consents to the issuance of the Final Order incorporating all provisions of this Consent Agreement; (d) consents to any conditions specified herein and (e) waives any right it might possess to obtain judicial or administrative review of the Final Order accompanying this Consent Agreement.

14. Respondent agrees to hereinafter maintain compliance with all applicable statutory provisions of Subchapter IV of TSCA, 15 U.S.C. §§ 401-412, 15 U.S.C. §§ 2681-2692, and the implementing regulations codified at 40 C.F.R. Part 745.

Certifications

15. Respondent certifies that EPA has provided Respondent with information and compliance assistance regarding the requirements of the Federal Lead Disclosure Rule, codified at 40 C.F.R. Part 745, Subpart F, and of its compliance obligations under the same.

16. Respondent certifies that, as of 90 days after the date of execution of this CAFO, it is in compliance with the statutory provisions of Subchapter IV of TSCA, 15 U.S.C. §§ 401 – 412, 15 U.S.C. §§ 2681 – 2692, and the implementing regulations codified at 40 C.F.R. Part 745.

Penalty

17. In full and final satisfaction of any and all penalties, fines, interest, and/or other sums for which the EPA has the right to collect in relation to the alleged violations set forth in Paragraph 11 herein, and/or any other violations relating to the buildings referenced therein through the date hereof as against Respondent and/or the Owners, Respondent agrees to pay a civil penalty in the amount of **FIFTY-NINE THOUSAND, FIVE HUNDRED DOLLARS ($59,500.00)** ("Assessed Penalty") *on or before* thirty (30) days from the date the Regional Judicial Officer signs the Final Order.

18. Any payments required to be made by Respondent under this agreement including, without limitation, the Assessed Penalty and any late interest and/or fees (if applicable pursuant to Paragraph 19), and other charges due by using any method, or combination of appropriate methods, as provided on the EPA website: https://www.epa.gov/financial/makepayment. For additional instructions see: https://www.epa.gov/financial/additional-instructions-making-payments-epa.

19. When making a payment Respondent shall:

a. Identify each payment with Respondent's name and the docket number of this Agreement: *The Woodner Company*, TSCA-02-2025-9277.

b. Concurrently with any payment or within twenty-four (24) hours of any payment, Respondent shall serve proof of any payment to the following persons by e-mail:

Karen Maples
Regional Hearing Clerk
USEPA – Region 2
Region2_RegionalHearingClerk@epa.gov

Demian Ellis, Enforcement Officer
USEPA – Region 2
Pesticides and Toxic Substances Compliance Branch
Ellis.Demian@epa.gov

and

Milton Wise
Fines & Penalties
Cincinnati Finance Center
P.O Box 979078
St. Louis, MO 63197-9000
Wise.Milton@epa.gov

c. "Proof of Payment" means, as applicable, a copy of the check, confirmation of credit card or debit card payment, wire or confirmation of automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due, and identified with the appropriate docket number and Respondent's name.

20. Interest, Charges, and Penalties on Late Payments. Pursuant to 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay the full amount of the

Assessed Penalty per this Agreement, the EPA is authorized to recover the following amounts:

a. *Interest*. Interest begins to accrue from the date on which the Regional Judicial Officer signs the Final Order. If the Assessed Penalty is paid in full within thirty (30) days, interest accrued is waived. If the Assessed Penalty is not paid in full within thirty (30) days, interest will continue to accrue until the Assessed Penalty, as well as any interest, penalties, and other charges are paid in full. To protect the interests of the United States the rate of interest is set at the IRS standard underpayment rate, any lower rate would fail to provide Respondent adequate incentive for timely payment.

b. *Handling Charges*. Respondent will be assessed monthly a charge to cover EPA's costs of processing and handling overdue debts. If Respondent fails to pay the Assessed Penalty in accordance with this Agreement, the EPA will assess a charge to cover the costs of handling any unpaid amounts for the first thirty (30) day period after the date the Regional Judicial Officer signs the Final Order. Additional handling charges will be assessed every thirty (30) days, or any portion thereof, until the unpaid portion of the Assessed Penalty as well as any accrued interest, penalties, and other charges are paid in full.

c. *Late Payment Penalty*. A late payment penalty of six percent (6%) per annum, will be assessed monthly on all debts, including the Assessed Penalty, interest, penalties, and other charges, that remain delinquent more than ninety (90) days. Any such amounts will accrue from the date the Regional Judicial Officer signs the Final Order.

21. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if Respondent fails to timely pay the Assessed Penalty, interest, or other charges

and penalties per this Agreement, the EPA may take additional actions. Such actions the EPA may take include, but are not limited to, the following:

a. Refer the debt to a credit reporting agency or a collection agency, per 40 C.F.R. §§ 13.13 and 13.14.

b. Collect the debt by administrative offset (*i.e*., the withholding of money payable by the United States government to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, per 40 C.F.R. Part 13, Subparts C and H.

c. Suspend or revoke Respondent's licenses or other privileges or suspend or disqualify Respondent from doing business with the EPA or engaging in programs the EPA sponsors or funds, per 40 C.F.R. § 13.17.

d. Refer this matter to the United States Department of Justice for litigation and collection, per 40 C.F.R. § 13.33.

22. Allocation of Payments. Pursuant to 31 C.F.R. § 901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of debt will be applied first to outstanding handling charges, second to late penalty charges, third to accrued interest, and last to the principal that is the outstanding Assessed Penalty amount.

23. Form W-9. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, EPA is required to annually send to the Internal Revenue Service ("IRS") a completed IRS Form 1098-F ("Fines, Penalties, and Other Amounts") with respect to any court order or settlement agreement (including administrative settlements) that require a payor to pay an aggregate

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

a. Respondent shall complete an IRS Form W-9 ("Request for Taxpayer Identification Number and Certification"), which is available at https://www.irs.gov/pub/irs-pdf/fw9.pdf;

b. Respondent shall therein certify that its completed IRS Form W-9 includes Respondent's correct TIN or that Respondent has applied and is waiting for issuance of a TIN;

c. Respondent shall email its completed Form W-9 to EPA's Cincinnati Finance Division at Wise.Milton@epa.gov within thirty (30) days after the Final Order ratifying this Agreement is filed or within 7 days should the order become effective between December 15 and December 31 of the calendar year. EPA recommends encrypting IRS Form W-9 email correspondence.

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

24. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Agreement shall not be deductible for purposes of federal taxes.

25. Respondent explicitly and knowingly agrees to pay the Assessed Penalty in accordance with the terms of this CAFO.

Compliance Plan

26. Respondent agrees to utilize the Federal Lead Disclosure Rule Compliance Plan attached to this CAFO as Appendix A and herein incorporated by reference.

General Provisions

27. Nothing in this document is intended nor shall be construed to waive, prejudice or otherwise affect the right of the EPA, or the United States, from pursuing any appropriate remedy, sanction or penalty prescribed by law against Respondent, if Respondent makes any material misrepresentations or provides materially false information herein or in any document submitted pursuant to this Consent Agreement.

28. Respondent's full and timely payment of the Assessed Penalty shall resolve Respondent's liability for federal civil penalties for the violations described in Paragraph 11. Full payment of the Assessed Penalty shall not in any case affect the right of the EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. This Consent Agreement shall not in any case affect the right of the EPA or the

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

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

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

31. This CAFO does not waive, extinguish, or otherwise affect Respondent's obligation to comply with all applicable provisions of TSCA and the regulations promulgated thereunder, as well as all applicable federal, state, or local laws, rules, or regulations, nor shall it be construed to be a ruling on, or a determination of, any issue related to any federal, state, or local permit.

32. Unless the above-named EPA contact is later advised otherwise in writing, the EPA shall send by electronic mail any written communication related to this matter to Respondent's counsel at meiben@rosenbergestis.com and jdavidson@rosenbergestis.com, copying Respondent at tpena@woodner.com. However, in cases where electronic mail is not feasible given document type or size, such correspondence will be mailed to the following:

Theresa Pena
Crestwood Lake Apartments
90 Beaumont Circle
Yonkers, NY 10710

And

Rosenberg & Estis, PC
733 Third Avenue
New York, New York 10017
Attn: Matthew E. Eiben, Esq.
Jason R. Davidson, Esq.

33. Respondent consents to service of the fully-executed CAFO by electronic mail to the addressees listed in the preceding paragraph, which may be effectuated by any employee of the EPA other than the Regional Hearing Clerk.

34. Respondent has read the CAFO, understands its terms, finds it to be reasonable, and consents to its issuance and its terms. Respondent agrees that all terms of settlement are set forth herein.

35. If any provision or authority of the Order or the application of the Order to Respondent is held by federal judicial authority to be invalid, the remainder of this Order shall remain in full force and effect and shall not be affected by such a holding.

36. Each party shall bear its own costs and fees in this matter.

37. The provisions of this CAFO shall be binding upon Respondent, its officials, authorized representatives, and successors or assigns.

38. Respondent's signatory certifies to possessing due and full authorization to: (a) enter into and ratify this CAFO and all the terms, provisions, and requirements set forth in this CAFO; and (b) bind Respondent, its officials, authorized representatives, and successors or assigns to comply with and abide by all the terms, provisions, and requirements thereof.

39. The Parties agree that this Agreement may be signed electronically and in part and counterpart by each signatory.

The Woodner Company

RESPONDENT: Scott Kessler Digitally signed by Scott Kessler Date: 2025.09.29 10:46:18 -04'00' ______________________________
(SIGNATURE)

NAME: ______________________________
(PLEASE PRINT)

TITLE: Chief Financial Officer ______________________________

Environmental Protection Agency

COMPLAINANT: KATHLEEN ANDERSON Digitally signed by KATHLEEN ANDERSON Date: 2025.09.29 14:06:47 -04'00' ______________________________

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

FINAL ORDER

The Regional Judicial Officer of the U.S. Environmental Protection Agency, Region 2, concurs in the foregoing Consent Agreement in the case of In the Matter of the Woodner Company, Docket Number TSCA-02-2025-9277. Said Consent Agreement, having been duly accepted and entered into by the parties, is hereby ratified, incorporated into, and issued as this Final Order. The effective date of this Order shall be the date of filing with the Regional Hearing Clerk of EPA, Region 2 (40 C.F.R. § 22.31(b)). This Final Order is being entered pursuant to the authority of 40 C.F.R. § 22.18(b)(3) and shall constitute an order issued under Section 16 of the Toxic Substances Control Act, 15 U.S.C. § 2615.

Friedman, Dana P

Digitally signed by Friedman, Dana P
Date: 2025.09.29 16:23:30 -04'00'

Dana P. Friedman
Regional Judicial Officer
U.S. Environmental Protection Agency, Region 2
290 Broadway, 16th Floor
New York, NY 10007-1866

APPENDIX A

COMPLIANCE PLAN FOR CRESTWOOD LAKE APARTMENTS & CRESTWOOD LAKE HEIGHTS

FEDERAL LEAD DISCLOSURE RULE

The Woodner Company
90 Beaumont Circle
Yonkers, New York 10710
(914) 779-4844

June 5, 2025

COMPLIANCE PLAN FOR
CRESTWOOD LAKE APARTMENTS &
CRESTWOOD LAKE HEIGHTS

FEDERAL LEAD DISCLOSURE RULE

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June 5, 2025

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APPENDICES

1.0 INTRODUCTION

1.1 Purpose

This is a Compliance Plan ("Plan") for the residential apartment complex known as Crestwood Lake Apartments and Crestwood Lake Heights (collectively, "Crestwood") to facilitate compliance with Title 40 of the Code of Federal Regulations ("C.F.R."), Part 745, Subpart F and Title 24 C.F.R. Part 35, Subpart A, hereafter referred to as the Lead Disclosure Rule.

1.2 Background

The Lead Disclosure Rule was developed after the United States Congress passed the Residential Lead-Based Paint (LBP) Hazard Reduction Act of 1992, also known as Title X. Section 1018 of Title X directed the United States Environmental Protection Agency (EPA) and the United States Department of Housing and Urban Development (HUD) to require disclosure of known information on LBP and LBP hazards before the sale or lease of Target Housing.

1.3 Applicability

This Plan applies to Crestwood and the lease of their owned and managed Target Housing, including those managed by Woodner. Currently, Crestwood's housing which are the subject of this Compliance Plan include the following locations (collectively, "Targeted Housing"):

A. __________________
B. __________________

The Lead Disclosure Rule requires that potential lessees of Target Housing receive information about LBP and LBP hazards in the residence before becoming obligated to lease.

Note that in addition to the pre-1978 residential structures, the conversion of any class of property (i.e., commercial, industrial, etc..) constructed prior to 1978 to residential use makes such property subject to the requirements of 40 C.F.R. Part 745 and this Plan.

2.0 EXEMPTIONS

This Plan applies to leasing of Target Housing, except for the following:

A. Foreclosure sale of Target Housing.
B. Lease of Target Housing that has been determined to be LBP free by an EPA Certified Inspector or an EPA Certified Risk Assessor.
C. Short-term lease of one hundred (100) calendar days or less where no extension or renewal can occur.
D. Renewal of a lease where Crestwood has previously disclosed all required information, and where no new information has come into the possession of the lessor.

3.0 DEFINITIONS

1. Abatement - any set of measures designed to permanently control and/or eliminate lead-based paint hazards in accordance with standards established by appropriate Federal, State, or local agencies.
2. Agent - a party who enters into a contract with a seller or lessor, including any party who enters into a contract with a representative of the seller or lessor, for the purpose of selling or leasing Target Housing.
3. Available - in the possession of or reasonably obtainable by the seller or lessor at the time of the disclosure.
4. Certified Inspector— an individual who has successfully completed an accredited training course, passed the Lead Inspector State Examination, and has a current license to conduct inspections.
5. Certified Risk Assessor — an individual who has successfully completed an accredited training course, passed the Lead Inspector State Examination, and has a current license to conduct Risk Assessments.
6. Common Area - a portion of a building generally accessible to all residents/users including, but not limited to, hallways, stairways, laundry and recreational rooms, playgrounds, community centers, and boundary fences.
7. Contract for the purchase and sale of residential real property - any contract or agreement in which one party agrees to purchase an interest in real property on which there is situated one or more residential dwellings used or occupied, or intended to be used or occupied, in whole or in part, as the home or residence of one or more persons.
8. Evaluation - a risk assessment and/or inspection designed to identify lead-based paint and/or related hazards.
9. Housing for the Elderly — retirement communities or similar types of housing reserved for households composed of one or more persons sixty-two (62) years of age or more at the time of initial occupancy.
10. Lead - metallic lead, inorganic lead compounds, and organic lead soaps.
11. Lead-Based Paint (LBP) - paint or other surface coating that contains lead in excess of one (1.0) milligram per centimeter squared (mg/cm^2) or one-half (.5) percent by weight (%/wt) or 5,000 parts per million (ppm).
12. Lead-Based Paint Inspection - a surface-by-surface investigation to determine the presence of lead-based paint and the provision of a report explaining the results of the investigation. It is performed by a certified inspector or risk assessor.
13. Lead-Based Paint Free Housing — Target Housing that has been found to be free of paint or other surface coatings that contain lead >1.0 mg/cm^2 or 0.5%/wt.
14. Lead-Based Paint Hazard - a condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, and lead-based paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects.
15. Lead Clearance Inspection - Clearance is performed after hazard reduction, abatement, rehabilitation, or maintenance activities to determine if a unit is safe for occupancy. It involves a visual assessment, analysis of dust samples, and preparation of report. The Certified Risk Assessor, Certified Inspector, or Lead Sampling Technician performing clearance must be independent from the entity/individual conducting paint stabilization or hazard reduction.
16. Lead Hazard Reduction — measures designed to reduce or eliminate human exposure to lead-based paint hazards through methods including interim controls and abatement.
17. Lead Hazard Screening - a limited risk assessment activity that can be performed instead of a risk assessment in units that meet certain criteria (e.g. good condition). The screen must be performed by a certified risk assessor. If the unit fails the lead hazard screen, a full risk assessment must be performed.
18. Lessee — any entity that enters into an agreement to lease, rent, or sublease Target Housing, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.

19. Lessor - any entity that offers Target Housing for lease, rent, or sublease, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.
20. Owner - any entity that has legal title to Target Housing, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations, except where a mortgagee holds legal title to property serving as collateral for a mortgage loan, in which case the owner would be the mortgagor.
21. Pamphlet - EPA pamphlet titled *Protect Your Family From Lead In Your Home.*
22. Purchaser - an entity that enters into an agreement to purchase an interest in Target Housing, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.
23. Residential Dwelling — 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.
24. Risk Assessment - a comprehensive evaluation for lead-based paint hazards that includes paint testing, dust and soil sampling, and a visual evaluation. The risk assessment report identifies lead hazards and appropriate lead hazard reduction methods. A certified risk assessor must conduct the assessment.
25. Seller - any entity that transfers legal title to Target Housing, in whole or in part, in return for consideration, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations. The term seller may also include an entity that transfers shares in a cooperatively owned project, in return for consideration; or an entity that transfers its interest in a leasehold, in jurisdictions or circumstances where it is legally permissible to separate the fee title from the title to the improvement, in return for consideration.
26. Target Housing — any housing constructed prior to 1978, except housing for the elderly or persons with disabilities or any zero (0) bedroom dwelling (unless a child under age six (6) resides or is expected to reside in such housing).

4.0 CODES AND STANDARDS

The following is a summary of the codes and standards which may apply to various lead hazard assessment and lead hazard reductio n activities.

A. 29 C.F.R. 1910 — General Industry (OSHA)
B. 29 C.F.R. 1910 — Subpart I "Personal Protective Equipment (OSHA)
C. 29 C.F.R. 1910 — Subpart Z "Toxic and Hazardous Substances" (OSHA)
D. 29 C.F.R. 1910.1025 — Lead (OSHA)
E. 29 C.F.R. 1926 — Construction Industry (OSHA)
F. 29 C.F.R. 1926.62 "Lead in Construction" (OSHA)
G. 29 C.F.R. 1926.1200 "Hazard Communication" (OSHA)
H. 24 C.F.R. 35 Subpart A "Lead Disclosure Rule" (HUD)
I. 40 C.F.R. 745 Lead-Based Paint Poisoning in Certain Residential Structures (EPA)
J. 40 C.F.R. 745 Subpart E — Residential Property Renovation or "Lead Renovation, Repair, and Painting (RRP) Rule" (EPA)
K. 40 C.F.R. 745 Subpart F — "Lead Disclosure Rule" (EPA)
L 40 C.F.R. 745 Subpart L — Lead-based Paint Activities or "Abatement" Rule
M. 40 C.F.R. Subchapter R — Toxic Substances Control Act (EPA)
N. Residential Lead-Based Paint Hazard Reduction Act of 1992 — Title X (EPA/HUD)

5.0 DISCLOSURE REQUIREMENTS FOR LESSORS

Although Crestwood is not specifically required by the Lead Disclosure Rule to conduct any lead evaluation or lead hazard reduction activities, Crestwood is required to comply with requirements of the Lead Disclosure Rule as set forth in 40 C.F.R. Part 745, Subpart F. Therefore, before a lessee is obligated under any contract to lease Target Housing that is not exempt as described in **Section 2.0** of this Plan, the following shall be required:

A. Crestwood shall provide the lessee with an EPA-approved Lead-Hazard Information Pamphlet. A copy of the Pamphlet is presented in **Appendix I.**
B. Crestwood shall disclose to the lessee the presence of any known LBP or LBP hazards in the Target Housing being leased. Crestwood shall also disclose any additional information available concerning the known LBP and/or LBP hazards, such as the basis for the determination that LBP and/or LBP hazards exist, the location of the LBP and/or LBP hazards, and the condition of the painted surfaces.
C. Crestwood shall disclose to the lessee the existence of any available records or report in their possession pertaining to LBP or lead hazard(s) in the Target Housing being sold or leased. Such records may include the basis for the determination that LBP and/or LBP hazards exist, the location of the LBP and/or LBP hazards, and the condition of the painted surfaces.
D. Crestwood shall provide the lessee with any reports available pertaining to LBP or LBP hazards in the Target Housing being leased. This requirement includes records or reports regarding common areas. This requirement also includes reports regarding other residential dwellings in multifamily Target Housing when such information is part of an evaluation or reduction of LBP or LBP hazards activity in the Target Housing as a whole.
E. Crestwood shall include the form titled *Disclosure of Information on Lead-Based Paint and/or Lead-Hazards* presented in **Appendix II** and have each section filled out in its entirety.

When disclosure activities occur after the lessee has been presented with an offer to lease the Target Housing, Crestwood shall complete the required disclosure prior to finalizing the contract. Crestwood shall allow the lessee the opportunity to review the information and reject the offer.

6.0 CERTIFICATION AND ACKNOWLEDGEMENT OF DISCLOSURE

For each contract to lease target housing, Crestwood shall include, as an attachment or within the contract, the following:

A. A Lead Warning Statement with the following language: *"Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing,* lessor *must disclose the presence of LBP and/or LBP hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."*
B. A statement by Crestwood disclosing the presence of known LBP and/or LBP hazards in the target housing being leased or indicating no knowledge of the presence of LBP and/or LPB hazards. Crestwood shall also disclose any additional information concerning the known LBP and/or LBP hazards, such as the basis for the determination that LBP and/or LBP hazards exist, the location of the LBP and/or LBP hazards, and the conditions of the painted surfaces.
C. A list of any records or reports available to Crestwood pertaining to LBP and/or LBP hazards in the housing that have been provided to the lessee. If no such records or reports are available,

Crestwood shall so indicate.

D. A statement by the lessee affirming receipt of the information in **Section 5.0.C and 5.0.D** above as well as an EPA-approved lead hazard information Pamphlet.
E. The signatures of Crestwood and the lessee certifying to the accuracy of their statements, to the best of their knowledge including the date each signature was made.

7.0 RETENTION OF CERTIFICATION and ACKNOWLEDGEMENT INFORMATION

Crestwood shall include either the English or Spanish version (as applicable) of the form titled *Disclosure of Information on Lead-Based Paint and/or Lead-Hazards* presented in **Appendix II** as an attachment to any lease contract. A copy of the completed attachment or lease contract containing the attachment shall be retained in the Property Management Office for at least three (3) years from the start date of the leasing period.

8.0 LEASE RENEWALS

Crestwood must comply with the Lead Disclosure Rule during the lease renewal process where new information has come into the possession of the Crestwood and where Crestwood have not previously disclosed all required information to the lessee. This includes all requirements detailed in **Sections 5.0, 6.0, 7.0, and 9.0.**

An exception is the renewal of a lease where the Crestwood have previously disclosed all required information, and where no new information has come into the possession of the lessor.

9.0 COMPLIANCE VERIFICATION

The Crestwood Property Manager who executes each new or renewal lease contract shall complete the form titled *Compliance Checklist* presented in **Appendix III** for each new lease or renewal subject to the Lead Disclosure Rule. A copy of the completed checklist shall be retained in the Property Management Office for at least three (3) years from the effective date of the lease contract.

10.0 Signatures

This Plan was approved and accepted by:

Scott Kessler

Digitally signed by Scott Kessler
Date: 2025.09.29 10:46:44 -04'00'

Scott Kessler   Date
Chief Financial Officer, The Woodner Company
Agent and Authorized Signatory for Crestwood

LEASING COMPLIANCE CHECKLIST
FEDERAL LEAD DISCLOSURE RULE

Property Address: ____________________________________ Lease Start Date: ________________

Crestwood Lake Apartments/Crestwood Lake Heights' ("Crestwood") Authorized Representative *(complete the following)*

1. I am aware of my obligation to comply with the Crestwood Lead Disclosure Rule Compliance Plan.

Initials: _________ *Date:*_______

2. All available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing were provided to the lessee.

Date of Performance: ___________ *Initials:* _____________ *Not Applicable (check)* _

Explain (optional): ____

3. The lessee has been provided with the pamphlet *Protect Your Family from Lead in Your Home.*

Date of *Performance:* ___________ *Initials:* _____________ Not *Applicable (check)*

Explain (optional): ____

4. The lessee was provided with the Lead Disclosure Form which was accurately filled out by the lessee, and signed and dated by a Crestwood authorized representative.

Date of Performance: ___________ *Initials:*________________ *Not Applicable (check)*

Explain (optional): ____

5. A copy of the Lead Disclosure Form has been filed in the Property Management Office.

Date of Performance: ___________ *Initials:*________________ *Not Applicable (check)*

Explain (optional): ____

6. I am aware that the Lead Disclosure Form must be retained in the Property Management Office for at least three (3) years from the start date of the lease period.

Date of *Performance:* ___________ *Initials:*________________ *Not Applicable (check)*

Explain (optional): ____

7. Lease renewals only. Crestwood has complied with the Lead Disclosure Rule during the lease renewal process and provided all new information which has come into the possession of Crestwood that was not previously disclosed to the lessee.

Date of Performance: ____________ *Initials:* ________________ *Not Applicable (check)*

Explain (optional): ____

Certification

Crestwood Authorized Representative Name (Print) ____________ Signature ____________ Date