

Rachael S. Rollins  
Assistant U.S. Attorney  
9th Floor Suite 9200  
J.J. Moxley V.S. Courthouse  
1 Courthouse way.  
Boston MA 02210

1/32

Date: May 21, 2009

Re: Answer to subpoena under Section  
1018 of Title X and Section 406 CB of  
TSCA; under cover letter to  
John Jones dated 5/6/09

OVERVIEW:

John Jones currently operates and owns  
several small 3 family dwellings in the  
Dorchester area. John Jones does  
not have a management firm to manage these  
properties. He assumes complete responsibility for  
the maintenance, repairs, upkeep.

therefore there are no work orders that  
are made. all repairs are made by John Jones  
and time to time licensed people are employed  
to perform their licensed field (etc.)

3/97

Information to be submitted to  
EPA:

#1

318 Warren St	Rox ma	(2 Family)
23-25 Southwood St	Rox ma	(3 Family)
20 Woodville St	Rox ma	(3) " "
58 Guild St	Rox ma	(3) " "
26-71 Cambridge St	Rox ma	(1) " "
9 Mill St	Dorchester ma	(3) " "
174-180 Green St	Dorchester ma	(3) " "
108 Cedar St	Rox ma	(1) " "

#2 See question #1

#3 JOHN TURS 108 Cedar St Rox ma 02119  
(617) 427-5274 Property manager info is  
the same.

#4 Boston Housing Authority  
Metro Housing Partnership  
Brookline Housing Authority  
No other assisted or private units  
awarded to me

5/28

Information to be Submitted to  
Epa continued:

D sale of target housing

(#1) 0

(#2) Not applicable

# E. NO sales took place

#1 NO info needed

F. I John Jones painted two  
apartments at 237 JS (unit 1 & 2)  
and one room at 218 W. Main St  
apt #3

NO work order exist because  
I performed the work myself.

(A) units were vacant

(B) just paint job

(C) NO regulations by Federal were performed

7/32

III claim of Confidential Bus  
Information:

A. Please be advised that  
all information I submit  
I request that it be held in  
strict confidentiality

By and For:

*[Signature]*

5/21/09

John Jones  
10 S Cedar St  
Box 111  
02119

9/22

The loading Cert.

PN

176- 180 Quincy ~~ST~~

out.

11 2, 31

10/32

COMMONWEALTH LEAD INSPECTIONAL SERVICES  
P.O. BOX 182  
BOSTON, MASSACHUSETTS 02125  
(617)265-5114

LETTER OF INITIAL LEAD COMPLIANCE

Dear Mr. John Jones

Date: 1/7/98

This is a letter to certify that I inspected your property located at 176-180 Quinap Street apartment no. one and relevant common areas, in the city or town of Dorchester, MA, for dangerous levels of lead according to 105 CMR 460.730(A) through (F): Procedures for initial inspection. Regulations of Lead Poisoning Prevention and Control, and determined that there were no violations. This inspection was conducted on 1/7/98.

Please be advised that Massachusetts law requires that only certain residential surfaces be free of lead paint. Thus, this letter does not mean your property contains no lead paint. This premise or dwelling unit and relevant common areas shall remain in compliance only as long as there continues to be no peeling, chipping, or flaking, lead paint or other accessible materials and as long as coverings forming an effective barrier over such paint and materials remain in place.

Sincerely,

Robert Foter  
Inspector

F1465  
Registration Number

12/32

COMMONWEALTH LEAD INSPECTIONAL SERVICES  
P.O. BOX 182  
BOSTON, MASSACHUSETTS 02125  
(617)265-5114

LETTER OF INITIAL LEAD COMPLIANCE

Date: 1/7/98

Dear Mr. John Jones

This is a letter to certify that I inspected your property located at 176-180 Quincy St apartment no. 3 and relevant common areas, in the city or town of MA, for dangerous levels of lead according to 105 CMR 460.730(A) through (F): Procedures for initial inspection. Regulations of Lead Poisoning Prevention and Control, and determined that there were no violations. This inspection was conducted on 1-7-98.

Please be advised that Massachusetts law requires that only certain residential surfaces be free of lead paint. Thus, this letter does not mean your property contains no lead paint. This premise or dwelling unit and relevant common areas shall remain in compliance only as long as there continues to be no peeling, chipping, or flaking, lead paint or other accessible materials and as long as coverings forming and effective barrier over such paint and materials remain in place.

Sincerely,

Albert Fer  
Inspector

I1465  
Registration Number

13/32

De badung cert.

Fov

52 Build St

Rox and.

spets

1) 2. 3

## LETTER OF FULL INITIAL LEAD INSPECTION COMPLIANCE

John C. Jones  
102 Cedar Street  
Roxbury, MA 02119

14/32

Date: July 16, 2007

To Whom It May Concern,

This letter is to certify that I inspected your property located at **52 Guild Street, Apt #1** and relevant common areas in the City/Town of **Roxbury, MA 02119** for dangerous levels of lead according to 105 CMR 460.730 of the Regulations for Lead Poisoning Prevention and Control. There were no violations of the Lead Law, Massachusetts General Laws, Chapter 111, section 197. I conducted the inspection on **07/16/07**.

I also certify that I observed no evidence that unauthorized deleading activities might have occurred in this unit or in its associated common areas.

Please be advised that Massachusetts law require that only certain residential surfaces be free of lead paint. Thus, this letter does not mean that your property contains no lead paint. The premises or dwelling unit and relevant common areas shall remain in compliance only as long as there continues to be no peeling, chipping, or flaking lead paint or other accessible materials and as long as coverings forming an effective barrier over such paint and materials remain in place. The law grants you a 30-day maintenance period to repair deteriorated lead paint or detached coverings over such paint, and to clean up, during which time this Letter remains valid. The initial inspection report indicates which surfaces, if any, contain a dangerous level of lead, as well as those surfaces, if any, that were covered upon initial inspection.

Sincerely,



Christopher Maracic  
Inspector/Risk Assessor

M/R-2006  
DPH License Number

Should you have any questions about this letter, call the Department of Public Health at:  
1-800-532-9571.

17/32

Deborah Gant

FN

Jo Woodville ST

#2

only



1/8/08

BOSTON CHILDHOOD LEAD POISONING PREVENTION PROGRAM (BCLPPP)  
ENVIRONMENTAL HEALTH

CERTIFICATION OF MAINTAINED COMPLIANCE  
Addendum to Letter of Full Compliance

January 9, 2008

Mr. John Jones  
102 Cedar St.  
Roxbury, MA 02119

Dear Mr. Jones:

This letter is to certify that I assessed your property located at 20 Woodville  
Street, apartment 2<sup>nd</sup>, and relevant interior and exterior common areas, in the  
city/town of Roxbury, MA 02119 for lead paint violations on 01/07/08.

The results of the assessment were as follows (please check the appropriate box):

- All surfaces documented as being in compliance with the Lead Law per the reinspection report dated 04/15/92 and signed by Tonia Williams, License #        were found to still be in compliance with Massachusetts General Laws, Chapter 111, section 197 and 105 CMR 460.000, the Regulations for Lead Poisoning Prevention and Control.
- Surfaces documented as being in compliance with the Lead Law per the reinspection report dated        by       , license number       , were found to no longer be in compliance. Maintenance work was performed on these surfaces and then reinspected on        and the surfaces were found to be in compliance, at which time a passing set of dust samples was achieved. The areas repaired are detailed in the accompanying post compliance assessment reinspection report.

3/27



20/22

Deed Certificate

ba

J 3 Southwood St

# 3

mk

F. KHAN HOME INSPECTION SERVICES  
14 BANTON STREET  
DORCHESTER. MA. 02124.  
TEL. (617) 265-7422.

21/32

LETTER OF LEAD ABATEMENT COMPLIANCE

DATE: MARCH 19 1994

Dear MR. JOHN C. JONES :

This letter is to certify that I inspected your property located at 23 SOUTHWOOD STREET, apartment no. # 3, and relevant common areas, in the City or Town of ROXBURY. MA., for lead abatement compliance on MARCH 19 1994, and on that date those surfaces cited in the initial inspection report of APRIL 19 1993 were found to be in compliance with Massachusetts General Laws, Chapter 111, Section 197, and 105 CMR 460.000 Regulations for Lead Poisoning Prevention and Control.

Massachusetts law does not require the abatement of all residential lead paint. The residential premises or dwelling unit and relevant common areas shall remain in compliance only as long as there continues to be no peeling, chipping or flaking lead paint or other accessible leaded materials, as long as coverings forming an effective barrier over such paint or other leaded materials remain in place, and as long as surfaces reversed to correct lead hazards remain reversed and securely in place. See the reverse side of this letter for the location(s) of surfaces which were covered or reversed as an abatement method to achieve compliance, if applicable.

Sincerely,

Fyzoal Khan I 1724.  
Inspector DPH License Number

INSPECTION AND ABATEMENT HISTORY

U.C. LEAD PAINT INSPECTION. I 1757.  
Name & License Number of Inspector Who Performed Initial Inspection  
N/A FYZOOL KHAN. I 1724.  
Date of Reoccupancy/Reinspection Name and License Number of  
(if applicable) Inspector Who Performed  
Reoccupancy/Reinspection  
Name(s) and License Number(s) of Department of Labor and Industry  
Authorized Deleading Contractor(s) Who Performed Abatement:  
MR. ROSCOE ROBINSON. DC # 000729.

22/32

Leases  
ones able  
to locate

LEASE BtHq

23/302

2. Tenant: Head(s) of Household:

Latanya Rivers

3. Contract Unit:

20 Woodville St.

City Roxbury

State MA

Zip Code 02119

Apt.# 3

4. Household

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the BHA.

NAME RELATION TO HEAD

- 1. Latanya Rivers Head
- 2. Andrew Rivers, Jr. son
- 3. Shell'e Rivers dau
- 4. Shaniece Rivers dau

NAME

RELATION TO HEAD

- 5. Patrice Maddy Cousin
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_

5. Initial Lease Term

The initial lease term begins on (mm/dd/yyyy): 12/1/2007

The initial lease term ends on (mm/dd/yyyy): 11/30/2008

6. Initial Rent to Owner

The initial rent to owner is: \$ 1850. During the initial lease term, the owner may not raise the rent to \_\_\_\_\_.

7. Initial Housing Assistance Payment

The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the BHA to the owner is \$ 810 per month.

The amount of the monthly housing assistance payment by the BHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

8. Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

UTILITY	SPECIFY TYPE (GAS, OIL, ELECTRIC)	PAID BY FAMILY	PAID BY OWNER
FUEL FOR HEATING	<u>gas</u>	<u>T</u>	
FUEL FOR COOKING	<u>gas</u>	<u>T</u>	
FUEL FOR WATER HEATING	<u>gas</u>	<u>T</u>	
ELECTRICITY		<u>T</u>	
REFRIGERATOR		<u>T</u>	

3/8

MODEL LEASE

24/32

1. PARTIES. The parties to this Lease are:  
 Owner JOHN JONES and Tenant Latanya Rivers  
 Other Household member(s) authorized to live in the Unit/Premises are: Andrew Rivers, JR  
Shelle Rivers, Shaniece Rivers, Patrice Muddrey

Owner's Address 102 Cedar St  
 State MA Zip code 02119 Phone: (617) 427-5274 City Roxbury  
 Phone for reporting emergencies and need for repairs is (if different): cell - (617) 997-9883  
 Agent Name: N/A Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_ Phone: \_\_\_\_\_

2. PREMISES. Owner rents to Tenant the Unit and common areas appurtenant to the Unit located at:  
20 Woodville St, apt. 3, Roxbury, MA. 02119

3. TERM OF LEASE. The Initial Term of this Lease shall be twelve (12) months, shall begin on 12/1/2007 and shall continue month to month thereafter in one month Successive Terms, until: (1) a termination of the Lease by Owner in accordance with Paragraph (13) of this Lease, (2) termination of the Lease by the Tenant in accordance with Paragraph (14) of this Lease, or by mutual agreement during the term of the Lease, or (3) termination of the Housing Assistance Payments (HAP) Contract by the BHA.

4. HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT. The Owner will enter into a Housing Assistance Payments (HAP) Contract ("Contract") with the Boston Housing Authority ("BHA") under the Section 8 Housing Choice Voucher Program of the U.S. Department of Housing and Urban Development. Under the Contract, the BHA will make housing assistance payments to the Owner to assist the Household, of which the Tenant is the representative, to lease the dwelling Unit from the Owner.

5. RENT. The amount of the total monthly rent payable to the Owner during the term of the Lease shall be \$ 1850 a month, and shall be due on or before the first day of the month.

6. HOUSING ASSISTANCE PAYMENT. Each month the BHA will make a housing assistance payment to the Owner on behalf of the Tenant in accordance with the Housing Assistance Payments (HAP) Contract. The monthly housing assistance payment by the BHA shall be credited by the Owner toward the monthly rent payable by the Tenant to the Owner under this Lease. The balance of the monthly rent shall be paid by the Tenant.

7. SECURITY DEPOSIT. (a) Tenant has deposited \$ 1000.00 with the Owner. The maximum amount allowed, if collected, is: \$ 1850. Owner will comply with HUD regulations and State and local laws regarding security deposits from a tenant and shall not collect a security deposit which is more than the maximum amount permitted under HUD regulations and State and local laws.  
 (b) The Owner will hold the security deposit during the period the Tenant occupies the dwelling Unit under the Lease. The Owner shall comply with the State and local laws regarding interest payments on security deposits.  
 (c) After the Tenant has moved from the dwelling Unit, the Owner may (subject to State and local law) use the security deposit, including any interest on the deposit, as reimbursement for any unpaid tenant rent or other amounts which the Tenant owes under the Lease. The Owner will give the Tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Owner, the Owner shall promptly refund the full amount of the balance to the Tenant.  
 (d) Massachusetts law requires that the Owner return the security deposit or a portion thereof together with a list of damage(s) and/or rent owed within 30 days of the termination of the Tenant's occupancy.

8. (a) UTILITIES. Each party is responsible for the utilities (write type of fuel - gas, oil, electricity - under party responsible to pay for it)

8. (b) APPLIANCES. Each party's obligations are initialed below:

	Owner	Tenant
Heat		gas
Cooking Fuel		gas
Charges		gas
Hot Water Fuel		gas
Charges		gas
Lights and Appliances		

Tenant Initial: LR  
 Owner Initial: JCS

	Owner	Tenant May Install
Refrigerator		✓
Washing Machine		NO Wash
Dryer		NO Dryer
Freezer		✓
Air Conditioner(s)		✓
Other:		

4/8

Assistance Payments Contract  
(act)  
Tenant-Based Assistance  
Choice Voucher Program

25/30

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

A of the HAP Contract: Contract Information

To prepare the contract, fill out all contract information in Part A.)

1. Contents of Contract

This HAP contract has three parts:

Part A: Contract Information

Part B: Body of Contract

Part C: Tenancy Addendum

2. Tenant

Helen Haert

3. Contract Unit

48 Edgewater St 2  
Roxbury MA 02119

4. Household

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

Robert Haert

Jazmin Faust

Dantae Haert

Jaida Faust

Kaila Haert - Louis

Se maj Faust

Initial Lease Term

The initial lease term begins on (mm/dd/yyyy): April 1, 2007

The initial lease term ends on (mm/dd/yyyy): March 31, 2008

Initial Rent to Owner

The initial rent to owner is: \$ 1666  
During the initial lease term, the owner may not raise the rent to owner.

Housing Assistance Payment

The contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the monthly housing assistance payment by the PHA to the owner is \$ 1666 per month. The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

Some provisions are obsolete

MODEL LEASE

27/22

1. **PARTIES.** The parties to this Lease are:  
 Owner JOHN C. JONES and Tenant Deborah Rivera  
 Other Household member(s) authorized to live in the Unit/Premises are: AGNES VARGAS-RIVERA, SABRINA TORRES-RIVERA, Hillary Serrano-Rivera

Owner's Address 102 Cobden St. City Roxbury  
 State MA Zip code 02119 Phone: 617 427-5274  
 Phone for reporting emergencies and need for repairs is (if different):  
 Agent Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_ Phone: \_\_\_\_\_

2. **PREMISES.** Owner rents to Tenant the Unit and common areas appurtenant to the Unit located at: # 25 Southwood St., apt. 1, Roxbury, MA. 02119

3. **TERM OF LEASE.** The Initial Term of this Lease shall be twelve (12) months, shall begin on 7-1-08 and shall continue month month thereafter in one month Successive Terms, until: (1) a termination of the Lease by Owner in accordance with Paragraph (13) of this Lease, (2) termination of the Lease by the Tenant in accordance with Paragraph (14) of this Lease, or by mutual agreement during the term of the Lease, or (3) termination of the Housing Assistance Payments (HAP) Contract by the BHA.

4. **HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT.** The Owner will enter into a Housing Assistance Payments (HAP) Contract ("Contract") with the Boston Housing Authority ("BHA") under the Section 8 Housing Choice Voucher Program of the U.S. Department of Housing and Urban Development. Under the Contract, the BHA will make housing assistance payments to the Owner to assist the Household, of which the Tenant is the representative, to lease the dwelling Unit from the Owner.

5. **RENT.** The amount of the total monthly rent payable to the Owner during the term of the Lease shall be \$ 1500. a month, and shall be due on or before the first day of the month.

6. **HOUSING ASSISTANCE PAYMENT.** Each month the BHA will make a housing assistance payment to the Owner on behalf of the Tenant in accordance with the Housing Assistance Payments (HAP) Contract. The monthly housing assistance payment by the BHA shall be credited by the Owner toward the monthly rent payable by the Tenant to the Owner under this Lease. The balance of the monthly rent shall be paid by the Tenant.

7. **SECURITY DEPOSIT.**  
 (a) Tenant has deposited \$ 1000 with the Owner. The maximum amount allowed, if collected, is: \$ 1500. Owner will comply with HUD regulations and State and local laws regarding security deposits from a tenant and shall not collect a security deposit which is more than the maximum amount permitted under HUD regulations and State and local laws.  
 (b) The Owner will hold the security deposit during the period the Tenant occupies the dwelling Unit under the Lease. The Owner shall comply with the State and local laws regarding interest payments on security deposits.  
 (c) After the Tenant has moved from the dwelling Unit, the Owner may (subject to State and local law) use the security deposit, including any interest on the deposit, as reimbursement for any unpaid tenant rent or other amounts which the Tenant owes under the Lease. The Owner will give the Tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Owner, the Owner shall promptly refund the full amount of the balance to the Tenant.  
 (d) Massachusetts law requires that the Owner return the security deposit or a portion thereof together with a list of damage(s) and/or rent owed within 30 days of the termination of the Tenant's occupancy.

8. (a) **UTILITIES.** Each party is responsible for the utilities (write type of fuel - gas, oil, electricity - under party responsible to pay for it)

	Owner	Tenant
Heat		GAS
Cooking Fuel Charges		GAS
Hot Water Fuel Charges		GAS
Lights and Appliances		ELEC

Tenant Initial: DR  
 Owner Initial: JCS

8. (b) **APPLIANCES.** Each party's obligations are initialed below:

	Owner	Tenant May Install
Refrigerator		
Washing Machine		X
Dryer		
Freezer		
Air Conditioner(s)		
Other		

# LEASE

BROOKLINE HOUSING  
AUTHORITY

## BASIC RENTAL AGREEMENT AND/OR LEASE

2009 JAN -2 P 3: 321

20/32

This Rental Agreement and/or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed.

Landlord/Lessor/Agent JOHN C. JONES, shall be referred to as "OWNER" and Tenant(s)/Lessee, SADIGAH K. WILLIAMSON shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use solely as a private residence, the premises located at

176-180 QUINCY #2 in the city of DORCHESTER  
MASSACHUSETTS

1. **TERMS:** RESIDENT agrees to pay in advance \$ 1500.<sup>00</sup> per month on the 1st day of each month. This agreement shall commence on 1/1, 09 and continue; (check one)  
A.  until 12/31, 09 as a leasehold. Thereafter it shall become a month-to-month tenancy. If RESIDENT should move from the premises prior to the expiration of this time period, he shall be liable for all rent due until such time that the Residence is occupied by an OWNER approved paying RESIDENT and/or expiration of said time period, whichever is shorter.

B.  until \_\_\_\_\_, \_\_\_\_\_ on a month-to-month tenancy until either party shall terminate this agreement by giving a written notice of intention to terminate at least 30 days prior to the date of termination.

2. **PAYMENTS:** Rent and/or other charges are to be paid at such place or method designated by the owner as follows Key Deposit \$ 300.<sup>00</sup>. All payments are to be made by check or money order and cash shall be acceptable. OWNER acknowledges receipt of the First Month's rent of \$ 10-, and a Security Deposit of \$ 10-, and additional charges/fees for \_\_\_\_\_, for a total payment of \$ 300.<sup>00</sup>. All payments are to be made payable to TO BE PAID BY

JOHN C. JONES

9 JAN. 09

3. **SECURITY DEPOSITS:** The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within \_\_\_\_\_ days after the premises have been completely vacated less any amount necessary to pay OWNER; a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within 10 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER.

JOHN C. JONES  
SKW

4. **LATE CHARGE:** A late fee of \$ 150., (not to exceed 10 % of the monthly rent), shall be added and due for any payment of rent made after the 15th of the month. Any dishonored check shall be treated as unpaid rent, and subject to an additional fee of \$ 25.<sup>00</sup>.

1/5

# LEASE

BROOKLINE HOUSING  
AUTHORITY

## BASIC RENTAL AGREEMENT AND/OR LEASE

2009 JAN -2 P 3: 321

20/32

This Rental Agreement and/or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed.

Landlord/Lessor/Agent JOHN C. JONES, shall be referred to as "OWNER" and Tenant(s)/Lessee, SADIGAN K. WILLIAMS shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use solely as a private residence, the premises located at

176-180 QUINCY #2 in the city of DORCHESTER  
MASSACHUSETTS

1. TERMS: RESIDENT agrees to pay in advance \$1500.<sup>00</sup> per month on the 1st day of each month. This agreement shall commence on 1/1, 09 and continue; (check one)  
A.  until 12/31, 09 as a leasehold. Thereafter it shall become a month-to-month tenancy. If RESIDENT should move from the premises prior to the expiration of this time period, he shall be liable for all rent due until such time that the Residence is occupied by an OWNER approved paying RESIDENT and/or expiration of said time period, whichever is shorter.

B.  until \_\_\_\_\_, \_\_\_\_\_ on a month-to-month tenancy until either party shall terminate this agreement by giving a written notice of intention to terminate at least 30 days prior to the date of termination.

2. PAYMENTS: Rent and/or other charges are to be paid at such place or method designated by the owner as follows Key Deposit \$300.<sup>00</sup>. All payments are to be made by check or money order and cash shall be acceptable. OWNER acknowledges receipt of the First Month's rent of \$ 10-, and a Security Deposit of \$ 10-, and additional charges/fees for \_\_\_\_\_, for a total payment of \$ 300.<sup>00</sup>. All payments are to be made payable to TO BE PAID BY [Signature] OF JAN. 09

3. SECURITY DEPOSITS: The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within \_\_\_\_\_ days after the premises have been completely vacated less any amount necessary to pay OWNER; a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within 10 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER.

[Signature]  
JCT  
SKW  
SKW

4. LATE CHARGE: A late fee of \$ 150., (not to exceed 10 % of the monthly rent), shall be added and due for any payment of rent made after the 15th of the month. Any dishonored check shall be treated as unpaid rent, and subject to an additional fee of \$ 25.<sup>00</sup>.

1/5

full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.

29/32

19. **INSURANCE:** RESIDENT acknowledges that OWNERS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT is hereby advised to obtain his own insurance policy to cover any personal losses.

20. **RIGHT OF ENTRY AND INSPECTION:** OWNER may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform.

21. **ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof.

22. **PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or RESIDENT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

22. **NO WAIVER:** OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

23. **ATTORNEY FEES:** If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

24. **JOINTLY AND SEVERALLY:** The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement.

25. **REPORT TO CREDIT/TENANT AGENCIES:** You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.

26. **LEAD NOTIFICATION REQUIREMENT:** For rental dwellings built before 1978, RESIDENT acknowledges receipt of the following: (Please check)

- Lead Based Paint Disclosure Form
- EPA Pamphlet

27. **ADDITIONS AND/OR EXCEPTIONS**

No washer or dryer allowed in Unit

4/5

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11. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.

19. **INSURANCE:** RESIDENT acknowledges that OWNERS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT is hereby advised to obtain his own insurance policy to cover any personal losses.

20. **RIGHT OF ENTRY AND INSPECTION:** OWNER may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform.

21. **ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof.

22. **PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or RESIDENT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

22. **NO WAIVER:** OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

23. **ATTORNEY FEES:** If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

24. **JOINTLY AND SEVERALLY:** The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement.

25. **REPORT TO CREDIT/TENANT AGENCIES:** You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.

26. **LEAD NOTIFICATION REQUIREMENT:** For rental dwellings built before 1978, RESIDENT acknowledges receipt of the following: (Please check)

- Lead Based Paint Disclosure Form
- EPA Pamphlet

27. **ADDITIONS AND/OR EXCEPTIONS**

NO WORK OR DELAYS ALLOWED IN UNIT

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COMMONWEALTH LEAD INSPECTIONAL SERVICES  
P.O. BOX 182  
BOSTON, MASSACHUSETTS 02125  
(617)265-5114

**LETTER OF INITIAL LEAD COMPLIANCE**

Date: 11/7/98

Dear Mr John Jones

This is a letter to certify that I inspected your property located at 176 - 180 Quincy St apartment no. 2 and relevant common areas, in the city or town of Dorchester Ma, for dangerous levels of lead according to 105 CMR 460.730(A) through (F): Procedures for initial inspection. Regulations of Lead Poisoning Prevention and Control, and determined that there were no violations. This inspection was conducted on 1-7-98.

Please be advised that Massachusetts law requires that only certain residential surfaces be free of lead paint. Thus, this letter does not mean your property contains no lead paint. This premise or dwelling unit and relevant common areas shall remain in compliance only as long as there continues to be no peeling, chipping, or flaking, lead paint or other accessible materials and as long as coverings forming and effective barrier over such paint and materials remain in place.

Sincerely,

Theresa A. Foster  
Inspector

I 1465  
Registration Number

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BEFORE THE UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY REGION 1 / NEW ENGLAND  
TSCA Subpoena No.: TSCA-SP-2008-077

IN THE MATTER OF:

John C. Jones  
318 Warren Street  
Roxbury, MA 02119

AFFIDAVIT responding to the subpoena issued pursuant to 15 U.S.C. § 2610(c)

I, the undersigned affiant, first being duly sworn, upon an oath, depose and say:

1. Attached hereto are 32 pages of responsive documents and/or records. The attached pages are true and correct copies of documents and/or records that I presently have in my custody and/or control as an agent.
2. I am one of the custodians of the documents and records at issue and am producing true and correct copies of such documents and records in response to a subpoena issued by the U.S. Environmental Protection Agency pursuant to 15 U.S.C. § 2610(c).
3. The documents and records at issue were and/or are received and/or kept in the usual course of the regularly conducted business activities of the persons and entities subject to the above-referenced subpoena. I, and others, rely on such documents and records for the purpose of conducting everyday affairs. Such documents and records are usually prepared, or received, at or near the time of the events to which they related, and are based upon the knowledge of the person transmitting information for the purpose of preparing such documents and records.
4. I have made a diligent search and inquiry for all documents and records that are reasonably described in the subpoena to which this affidavit responds. To my knowledge, there are no documents or records responsive to the subpoena that have not been copied and submitted to the U.S. Environmental Protection Agency.
5. All responses to the inquiries contained in the aforementioned subpoena are true, complete, and accurate.

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6. I acknowledge that this affidavit is submitted to the United States in connection with a matter within the jurisdiction of the U.S. Environmental Protection Agency and that any material false statement of fact herein may be a federal crime under Title 18, Section 1001 of the United States Code.

**Affiant:**

Date: 5/22/09

Signature: [Signature]

Type Name: John Jones

Office or Title: Owner

**Notary:**

Date: 5/22/09

Signature: [Signature]

Type Name: Gloria Rodriguez

Office or Title: Personal Banker

SWORN AND SUBSCRIBED TO before me on this 22 day of May, 2009, 2009 by Gloria Rodriguez undersigned Notary Public on this 22 day of May, 2009, 2009  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
January 23, 2015

Notary Public in and for the State or Territory  
of Massachusetts residing at Boston