

performed in all rental target housing and include, but are not limited to, the installation of window well inserts, the visual inspection of properties at least annually for deteriorated lead-based paint, the restoration of surfaces to be free of deteriorated lead-based paint within 30 days after such paint has been visually identified, and the posting of lead-based paint hazard information in a prominent place. 18 V.S.A. § 1759(a)(2), (4) and (7). Vermont Lead Poisoning Law also requires that an affidavit attesting to EMP performance be filed with the Vermont Department of Health and with the property owner's insurance carrier. 18 V.S.A. § 1759(b).

In the last calendar year, Parkside Properties neither performed EMPs on the properties, nor filed affidavits attesting to EMP performance for the properties with the Vermont Department of Health or the owners' insurance carriers, nor notified the owners of their obligation to perform EMPs and file affidavits with the Department and their insurance carrier.

Vermont Consumer Fraud Act, 9 V.S.A. chapter 63, prohibits unfair and deceptive acts and practices, including untruthful advertising for real estate management. On its website, Parkside Properties represented to consumers that it understood and applied the correct state law when performing repairs and maintenance services at the properties. The Attorney General's Office alleges that the properties were not maintained in accordance with Vermont's Lead Poisoning Law and that Parkside Properties' failure to perform EMPs and file the required affidavits, or to notify owners' of their obligation to do so, violated the Vermont Consumer Fraud Act.

Office of the
ATTORNEY
GENERAL
109 State Street
Montpelier, VT
05609

Injunctive Relief

1. Parkside Properties agrees to the following EMP completion schedule for the properties:

- a. Not later than December 28, 2007, notify all owners of the obligation to perform EMPs and file EMP affidavits with the Vermont Department of Health and with the insurance carrier for the property.
- b. Not later than January 4, 2008, determine which properties listed in Exhibit A will have EMPs performed by Parkside Properties, and send a list of those properties to:

Wendy Morgan, Chief, Public Protection Division
Office of the Vermont Attorney General
109 State Street
Montpelier, Vermont 05602

- c. Not later than **January 21, 2008**, or at such later date as the parties agree, Parkside Properties shall complete all EMPs for which it is responsible in the interior of housing units identified in Exhibit A as being occupied by one or more children age six or under.
- d. Not later than **February 21, 2008**, Parkside Properties shall complete all EMPs for which it is responsible in the interior of all properties.
- e. Not later than **May 31, 2008**, Parkside Properties shall complete all EMPs required by the Lead Poisoning Law on the exteriors of the properties for which it is responsible.
- f. In addition to ensuring that each Affidavit of EMP Compliance for the properties for which it is responsible is filed with the Vermont Department of Health and the landlord's insurance carrier, Parkside Properties shall send a copy of each affidavit to Wendy Morgan at the address in subparagraph b.

2. In the event that a tenant denies Parkside Properties access needed to complete EMPs required under the terms of this Assurance and where Parkside Properties immediately substantiates and documents that denial of access to the Attorney General's Office, Parkside Properties may assert an affirmative defense in an action to enforce the EMP schedule above. Parkside Properties will bear the burden of demonstrating that the

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tenant unreasonably refused to grant proper access despite Parkside Properties' best efforts to obtain such access.

3. Parkside Properties and its successors agree to annually notify in writing all current and future "rent up" clients of their obligations under Vermont's Lead Poisoning Law.

4. Parkside Properties shall prominently incorporate in all future "rent up" Property Rental Agreements (or similar contracts) the following language:

The Owner and Rental Agent acknowledge that they are familiar with Vermont's Lead Poisoning Law (Title 18 of Vermont Statutes Annotated, Chapter 38), including the Essential Maintenance Practices requirements. The Owner further acknowledges that it/he/she is responsible for maintaining the property in compliance with Vermont's Lead Poisoning Law and for filing all documents required by such law with the Department of Health and the Owner's insurance carrier.

5. Parkside Properties and its successors agree to include in all future Property Management Agreements (or similar contracts) which reflect the services which Parkside Properties will provide to current and future clients for whom it provides more services than "rent up" services alone, clarification of whether Parkside Properties or the owner is responsible for compliance with Vermont's Lead Poisoning Law

6. Parkside Properties shall prominently incorporate in all future Property Management Agreements (or similar contracts), in the repair and maintenance clause, the following language:

In any pre-1978 rental building, all repairs and maintenance shall be conducted in accordance with Vermont's Lead Poisoning Law (Title 18 of Vermont Statutes Annotated, Chapter 38) and regulations, including the performance of Essential Maintenance Practices and the prohibitions against unsafe work practices.

7. Notwithstanding the above:
- a. Currently unoccupied properties: In the case of any of the properties are not currently occupied, Parkside Properties shall complete, or shall ensure that the owner has completed, all EMPs before the properties are occupied; and
 - b. Future contracts/occupied property: In the case of any additional properties that Parkside Properties enters into a repair and maintenance contract after signing this Assurance and that are occupied, it shall complete all EMPs within thirty (30) days of the signing of the repair and maintenance contract; and,
 - c. Future contracts/unoccupied property: In the case of any additional properties that Parkside Properties enters into a repair and maintenance contract after signing this Assurance and that are not occupied, it shall complete, or ensure that the owner has completed, all EMPs prior to occupancy.

Penalties

1. Parkside Properties shall pay a civil penalty of five thousand dollars (\$5,000.00) to the State of Vermont. Payment shall be sent to:

Wendy Morgan, Chief, Public Protection Division
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109 State Street
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2. The penalties in the preceding paragraph shall be waived by the Attorney General's Office if Parkside Properties fully completes the Injunctive Relief provisions set forth above in the time and manner described.
3. Future violation of this Assurance of Discontinuance shall be subject to a minimum penalty of \$500.00 per violation up to the maximum provided by law.

Parkside Properties understands that violation of this Assurance of Discontinuance may result in the imposition of additional civil penalties and further sanctions.

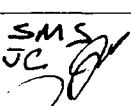
Binding Effect

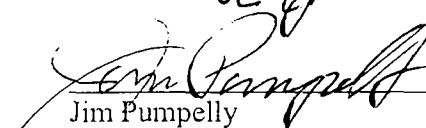
1. Parkside Properties acknowledges that it enters into this agreement freely and that it has had a fair opportunity to have the Assurance of Discontinuance reviewed by its own attorney prior to signing below.
2. This Assurance of Discontinuance is binding upon Parkside Properties, its owners, its assigns and successors.
3. This Assurance of Discontinuance does not in any way alter any other obligation Parkside Properties and its owners have under State, federal or local law and resolves only the allegations set forth in this document.

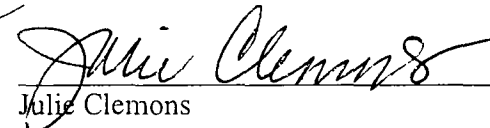
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Signatures

By signing below, Parkside Properties and its owners, jointly, individually, and voluntarily agree to and submit to the terms of this Assurance of Discontinuance.

~~_____~~ ^{SMS} _{JC}  Date: _____

 Date: 12-27-07
Jim Pumpelly

 Date: 12.27.07
Julie Clemons

~~_____~~ ^{SMS} _{JC}  Date: _____

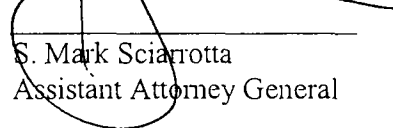
Acceptance

In lieu of instituting an action or proceeding against Parkside Properties and its owners, the Office of the Vermont Attorney General, pursuant to 9 V.S.A. § 2459, accepts this Assurance of Discontinuance.

Dated 27 Dec. 07

STATE OF VERMONT

WILLIAM H. SORRELL
ATTORNEY GENERAL

by: 
S. Mark Sciarrotta
Assistant Attorney General

Office of the
ATTORNEY
GENERAL
109 State Street
Montpelier, VT
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Parkside Properties Management

EMP Affidavit Date/AOD	Units	Address	Child under 6
	2	2076 Rte. 2 Marshfield	
	5	59 Brooklyn Street, Barre	
	3	831 Graniteville Rd	Yes. Unit 2
	2	139 N. Seminary, Barre	
	4	4-10 Shurtleff, Barre	Yes. Units 4 and 8
	2	42-44 Maple Ave	
blank intentionally			
	3	28-30 Circle Street, Barre	
	1	41 Foster Street, Barre	
	2	60 School Street, Plainfield	
	1	1028 S. Barre Road	
	1	Scott Hill Road- Berlin	
	1	5 Memorial Drive	
	1	92 Churchill Rd. Websterville	
	1	41 Branch Street, Barre	
	1	28 Chase Brook Rd. Berlin	
	6	6 Averill Street, Barre	
	8	1 East Street (14-16-18) Academy) Barre	
	8	22-24 Cliff Street, Barre	
blank intentionally			
	4	54 Wellington Street- Barre	
	4	144 Elm Street, Barre	Yes. Unit 1
	3	38 Long Street, Barre	Yes. Unit 3
	2	19 First Avenue, Montpelier	Yes. Unit 19A
	6	14 East Street, Barre	
	6	161-163 Washington Street, Barre	
	6	21-23 Highland Avenue, Barre	
	7	67-73 Perry Street, Barre	
	4	13 Vine Street, Montpelier	
	4	2-4 Vine Street , Montpelier	
	6	17-23 West Street, Barre	Yes. Units 19B, 19C, 23
	5	40 Central Street	
	7	143- 147 N Main Street	
	7	700 N Main Street	
	10	30-34 Sullivan Street	
	2	222 Elm Street, Montpelier	
	1	8 Derby Drive, Montpelier	

EXHIBIT A

	3	163 River Street, Montpelier	
	3	13-17 Highland Ave, Barre	
	3	5 East Street, Barre	
	3	54 Hill(31 College), Barre	
	3	309 State Street	
	3	141-145 N Seminary Street, Barre	
	3	19 Highland Avenue	
	4	13-17 Warren, Barre	
	10	26 Merchant(47 Summer)Barre	
	8	181 Washington Street, Barre	
	5	73 S. Main Street, Waterbury	
	5	75 S. Main Street, Waterbury	
	4	77 S. Main Street, Waterbury	
	4	14-18 Liberty Street, Barre	
	3	4 Carnes Rd- E, Barre	
		blank intentionally	
	3	3065 Main Street – Cabot	
	2	1391 Route 215 South Marshfield	
	1	1395 Route 215 South, Marshfield	
	1	14 Hill Street	