

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT  
CIVIL ACTION NO. 24-413G

_____	)
COMMONWEALTH OF MASSACHUSETTS,	)
	)
<i>Plaintiff,</i>	)
	)
v.	)
	)
ALLEN HOUSE AT PAIGE, LLC and JOHN J.	)
DEANGELIS, Individually and as Manager of	)
ALLEN HOUSE AT PAIGE, LLC,	)
	)
<i>Defendants.</i>	)
_____	)

**CONSENT JUDGMENT**

**CONSENT JUDGMENT BETWEEN THE COMMONWEALTH OF MASSACHUSETTS AND ALLEN HOUSE AT PAIGE, LLC AND JOHN J. DEANGELIS, INDIVIDUALLY AND AS MANAGER OF ALLEN HOUSE AT PAIGE, LLC**

WHEREAS, Plaintiff, the Commonwealth of Massachusetts (the "Commonwealth"), acting by and through the Attorney General and the Massachusetts Department of Environmental Protection (the "Department"), has filed a Complaint in this action alleging that Defendants, Allen House at Paige, LLC ("Allen House") and John J. DeAngelis, individually and as Manager of Allen House, have violated the Massachusetts Clean Air Act, G.L. c. 111, §§ 142A-O (the "Air Act"), and its implementing regulations, 310 C.M.R. §§ 7.00-72 (the "Air Regulations"), during the demolition and renovation of a former residential rooming house at 29-31 Paige Street in Lowell, Massachusetts (the "Site");

WHEREAS, the Complaint alleges the Defendants conducted demolition activities, including demolishing a first-floor addition, impacting and removing linoleum flooring, tearing

DOCUMENT ENTERED ON DOCKET: 1 of 13 Feb 15 24  
PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 50(b) AND NOTICE SEND TO PARTIES PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 77(d) AS FOLLOWS

Notice sent

out plaster walls and ceilings, and removing thermal system pipe insulation, all of which activities exposed and disturbed friable chrysotile asbestos at the Site;

WHEREAS, the Commonwealth alleges in its Complaint that the Defendants conducted this demolition work without first conducting an asbestos survey by a licensed asbestos inspector and without taking precautions required by the Air Act and the Air Regulations to prevent the release of asbestos fibers into the air;

WHEREAS, the Complaint further alleges that the Defendants' actions at the Site resulted in the commingling of asbestos-containing debris with demolition debris in an open-top dumpster exposed to the ambient air, the discarding of friable asbestos-containing debris on the ground and sidewalk on the exterior of the Site exposed to the ambient air, and the disposal of at least one dumpster of commingled demolition debris as general construction and demolition waste, which risked the health and safety of the public, students at the neighboring high school, workers at the Site and at the waste facilities that received the commingled debris, and created a condition of air pollution;

WHEREAS, the Commonwealth's Complaint seeks injunctive relief and the assessment of civil penalties;

WHEREAS, the Commonwealth and Defendants (collectively, the "Parties") have reached an agreement to resolve the Commonwealth's claims against Defendants, without any admission of liability;

WHEREAS, the Commonwealth and Defendants consent to the entry of this Consent Judgment without a trial on any issues and agree that the entry of this Consent Judgment is an appropriate means to resolve this case; and

WHEREAS, the Parties agree that the settlement of this matter has been negotiated in good faith and at arm's length, that implementation of this Consent Judgment will avoid prolonged and complicated litigation between the Parties, and that this Consent Judgment is consistent with the goals of the Air Act and in the public interest.

NOW, THEREFORE, based on the Joint Motion of the Parties for Entry of this Consent Judgment, and before taking any testimony and without the adjudication of any issue of fact or law except as provided in Section I (Jurisdiction and Venue), it is **ADJUDGED, ORDERED, AND DECREED**, as follows:

**I. JURISDICTION AND VENUE**

1. The Superior Court has jurisdiction over the subject matter of this action and over the parties to it pursuant to G.L. c. 111, § 142A, and G.L. c. 214, §§ 1 and 3. Venue is proper in Suffolk County pursuant to G.L. c. 223, § 5.

2. The Complaint alleges facts, which, if proven, would constitute good and sufficient grounds for the relief set forth in this Consent Judgment.

**II. PARTIES BOUND**

3. This Consent Judgment shall constitute a binding agreement between the Parties, and Defendants consent to its entry as a final judgment by the Court and waive all rights of appeal upon its entry on the docket. If the Superior Court declines to enter this Consent Judgment on any ground except one related to form, this Consent Judgment is voidable at the option of either Party within fourteen (14) days of the Court's decision. If, on the other hand, the Superior Court determines that substantive modifications to this Consent Judgment are necessary prior to the Court's entry of it, the Parties shall enter into good faith negotiations to discuss the

modifications, and this Consent Judgment shall be void unless the Commonwealth and Defendants agree otherwise in writing within fourteen (14) days of the Court's decision.

4. The provisions of this Consent Judgment shall apply to and bind Defendants, and any person or entity acting by, for, or through Defendants, include Allen House's managers, directors, officers, employees, agents, servants, attorneys-in-fact, successors and assigns, and those persons in active concert or participation with Defendants who receive notice of this Consent Judgment.

5. Defendants shall not violate this Consent Judgment, and Defendants shall not allow its managers, directors, officers, employees, agents, servants, attorneys-in-fact, successors, assigns, or contractors to violate this Consent Judgment. In any action to enforce this Consent Judgment, Defendants shall not raise as a defense the failure by any of its managers, directors, officers, employees, agents, servants, or contractors to take any actions necessary to comply with the provisions of this Consent Judgment.

6. In addition to any relief specifically provided in this Consent Judgment, Defendants understand and agree that violations of this Consent Judgment may be punishable by contempt.

### **III. PAYMENT OF CIVIL PENALTIES**

7. Defendants shall pay to the Commonwealth a civil penalty pursuant to the Air Act of one hundred fifty thousand dollars (\$150,000.00) in the following manner:

- a. Defendants shall pay to the Commonwealth the sum of twenty-five thousand dollars (\$25,000.00) **within ten (10) days of entry of this Consent Judgment;**
- b. Defendants shall pay to the Commonwealth the sum of seventy-five thousand dollars (\$75,000.00) on or before **February 28, 2024;** and

c. Defendants shall pay to the Commonwealth the sum of thirty-four thousand three hundred dollars (\$34,300.00) on or before **April 30, 2024**.

8. If any of the penalty installments set forth above are not received by the Attorney General within five (5) days of the due date set forth in Paragraph 7, all remaining unpaid installment payments, together with the delinquent payment, shall immediately become due and payable (the "Accelerated Unpaid Balance"). In addition, upon such a default in payments, interest shall immediately begin accruing on the Accelerated Unpaid Balance pursuant to Section V (Interest and Collections).

9. The balance of the Civil Penalty, being fifteen thousand seven hundred dollars (\$15,700.00), shall be suspended ("Suspended Penalty"). The Commonwealth shall waive the Suspended Penalty one year from the date of entry of this Consent Judgment provided that Defendants have, in the opinion of the Department or the Attorney General, complied with all of the requirements of this Consent Judgment. If the Department or the Attorney General believe that Defendants have not complied with all of the terms of this Consent Judgment, including the Injunctive Relief Provisions detailed in Section IV, then the Attorney General shall notify Defendants in writing of that determination, and Defendants shall pay the Suspended Penalty to the Commonwealth within thirty (30) days of the written determination.

10. Notwithstanding any other provision of this Section, the Commonwealth may, in its unreviewable discretion, waive any portion of the Suspended Penalty that becomes due pursuant to this Consent Judgment.

11. Defendants shall make the above-described civil penalty payments by Electronic Funds Transfer ("EFT") to the Commonwealth of Massachusetts in accordance with current EFT procedures, using the following account information:

Commonwealth of Massachusetts, Office of the Attorney General  
ABA#: 011075150  
ACCOUNT#: 00088882022  
SANTANDER BANK  
75 STATE STREET  
BOSTON, MA 02109  
TIN: 04002284  
Reference Docket No. \_\_\_\_\_

and shall include the following in the payment information: “EPD, *Commonwealth v. Allen House at Paige, LLC, et al.*” Any payments received by the Commonwealth after 4:00 P.M. (Eastern Time) will be credited on the next business day. At the time of the payment, Defendants shall send notice that such payment has been made to the Commonwealth by electronic mail as set forth below in Section VIII (Notices), and shall include the Defendants’ Taxpayer Identification Number, the payment information described in this Paragraph, and the amount of the payment.

#### IV. INJUNCTIVE RELIEF

12. For the purpose of this Section IV, all words defined in 310 C.M.R. § 7.15 shall have the meanings ascribed to them in that regulation unless otherwise stated.

13. Defendants shall not violate the Air Act or the Air Regulations.

#### Training Requirements

14. Within ninety (90) days of the Effective Date of this Consent Judgment, Defendant John J. DeAngelis shall submit to the Commonwealth a sworn certification that he has successfully completed an Asbestos Supervisor training course (“Training Course”), as described by 454 C.M.R. § 28.05(4)(b), from a training provider authorized by the Massachusetts Department of Labor Standards to provide such a course, as well as a copy of the certification received from the accredited training provider as to his completion of the Training Course.

15. Defendants shall not cause, suffer, or allow any demolition or renovation to occur that may involve suspect asbestos-containing material until the Training Course has been completed and the sworn certification has been submitted to the Commonwealth.

**Notification Requirements**

16. Within fourteen (14) days of the Effective Date, Defendants shall provide to the Department and the Commonwealth for review and approval (a) the text of a proposed notification to all contractors and/or persons hired by Defendants to work at the Site explaining that such persons were potentially exposed to asbestos, including, at minimum, the approximate dates of the work that is known or assumed to have involved the disturbance of asbestos-containing material and a description of the nature of asbestos and the health risks that it poses.

17. Within fourteen (14) days of approval by the Department and the Attorney General of the written notification, Defendants shall provide a written, certified statement affirming (a) that the Defendants provided the approved written notification to all contractors and/or persons employed by Defendants at the Site for whom Defendants were able to identify contact information and, if relevant, (b) that Defendants were unable to identify contact information for other contractors and/or persons employed by Defendants at the Site using reasonable and good faith methods, and describing in detail the reasonable and good faith methods that Defendants employed.

18. All reports and other written information required to be submitted in accordance with the requirements of Section IV (Injunctive Relief) of this Consent Judgment shall contain the following certification:

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments to it, and that this document and its attachments were prepared either by me personally or under my direction or

supervision in a manner designed to ensure that qualified and knowledgeable personnel properly gathered and presented the information contained therein. I further certify, based on personal knowledge or on my inquiry of those individuals immediately responsible for obtaining the information, that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing and willful submission of a materially false statement.

19. Defendants shall ensure that each certified statement is signed by a responsible corporate officer, such as a president, vice-president, secretary, treasurer, or any other person responsible for environmental policy-making, decision-making, and compliance with environmental laws and regulations for Defendants who has authority to make management decisions that govern the operation of Defendants and to direct and authorize actions to ensure Defendants are in compliance with environmental laws and regulations.

20. Any information provided by Defendants pursuant to this Consent Judgment may be used by the Commonwealth in any proceedings to enforce the provisions of this Consent Judgment.

#### **V. INTEREST AND COLLECTIONS**

21. If any payment required pursuant to this Consent Judgment is late or not made, Defendants shall pay interest on any overdue amount for the period of such nonpayment and at the rate of twelve percent (12%) pursuant to G.L. c. 231, § 6B, computed monthly, and shall pay all expenses associated with collection by the Commonwealth of the unpaid amounts and interest for any period of nonpayment after the payment obligation becomes due, including reasonable attorneys' fees.



## **VI. EFFECT OF CONSENT JUDGMENT**

22. Upon compliance with the requirements of this Consent Judgment, (a) this Consent Judgment shall resolve Defendants' liability for the specific legal claims alleged against them in the Complaint, and (b) the Commonwealth shall release Defendants for liability for the specific legal claims alleged against Defendants in the Complaint.

23. Nothing in this Consent Judgment, or any permit or approval issued by the Department: (a) shall bar any action by the Commonwealth on any legal claim not specifically pleaded in the Complaint or for any violations not revealed to the Commonwealth; (b) shall be deemed to excuse noncompliance by Defendants or any of the persons or entities otherwise bound by this Consent Judgment with any law or regulation; or (c) shall preclude a separate or ancillary action by the Commonwealth to enforce the terms of this Consent Judgment, or any permit or other approval issued by the Department. The Commonwealth expressly reserves all claims for injunctive relief for violations of all of the statutes and regulations referred to in this Consent Judgment, whether related to the specific legal claims resolved by this Consent Judgment or otherwise.

24. Nothing in this Consent Judgment shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Judgment.

## **VII. MISCELLANEOUS**

25. Defendants understand and agree that, pursuant to 11 U.S.C. § 523(a)(7), the civil penalty and any other costs or sums that Defendants may be required to pay under this Consent Judgment are not subject to discharge in any bankruptcy.

26. Defendants shall pay all expenses, including reasonable attorneys' fees and costs, incurred by the Commonwealth in the enforcement of this Consent Judgment.

27. Defendants waive entry of findings of fact and conclusions of law pursuant to Rule 52 of the Massachusetts Rules of Civil Procedure.

28. The titles in this Consent Judgment have no independent legal significance and are used merely for the convenience of the Parties.

29. Massachusetts law shall govern the interpretation and enforcement of this Consent Judgment.

30. In computing any period of time under this Consent Judgment, where the last day would fall on a Saturday, Sunday, or State or Federal holiday, the period shall run until the close of business the next business day.

#### VIII. NOTICES

31. Unless otherwise specified in this Consent Judgment, notices and submissions required by this Judgment shall be made in writing by first class mail to the following addresses:

For the Attorney General's Office and the  
Commonwealth:

Julia Jonas-Day  
John S. Craig  
Assistant Attorneys General  
Office of the Attorney General  
One Ashburton Place, 18<sup>th</sup> Floor  
Boston, MA 02108  
Julia.Jonas-Day@mass.gov  
John.Craig@mass.gov

For the Department:

Colleen McConnell  
Senior Regional Counsel  
Northeast Regional Office  
Massachusetts Department of Environmental Protection  
150 Presidential Way, Suite 300  
Woburn, MA 01801  
Colleen.McConnell@mass.gov

Grady Dante  
Asbestos Section Chief  
Northeast Regional Office  
Massachusetts Department of Environmental Protection  
150 Presidential Way, Suite 300  
Woburn, MA 01801  
Grady.Dante@mass.gov

For Allen House at Paige, LLC and John J. DeAngelis, Individually and as Manager of  
Allen House at Paige, LLC:

Cheryl C. McGillivray  
Attorney at Law  
92 Montvale Avenue, Suite 2800  
Stoneham, MA  
ccmcgillivraylaw@outlook.com

or, to such other place or to the attention of such other individual as a Party may from time to time designate by written notice to the other Party to this Consent Judgment.

#### **IX. INTEGRATION**

32. Except as expressly set forth in this Consent Judgment, this Consent Judgment sets forth all of the obligations of the Parties and represents the complete and exclusive statement of the Parties with respect to the terms of the settlement agreement embodied by this Consent Judgment; any other representations, communications or agreements by or between the Parties shall have no force and effect.

#### **X. MODIFICATION**

33. The terms of this Consent Judgment may be modified only by a subsequent written agreement signed by the Parties. Where the modification constitutes a material change to any term of this Consent Judgment, it shall be effective only by written approval of the Parties and the approval of the Court. The Department's decision to extend a deadline in this Consent Judgment shall not constitute a material change for purposes of this Paragraph.

**XI. AUTHORITY OF SIGNATORY**

34. The person signing this Consent Judgment on behalf of Defendants acknowledges: (a) that he, she, or they has personally read and understands each of the numbered Paragraphs of this Consent Judgment; (b) that, to the extent necessary, Defendants' managers, directors, officers, and shareholders have consented to Defendants entering into this Consent Judgment and to its entry as a Final Judgment; and (c) that he, she, or they is authorized to sign and bind Defendants to the terms of this Consent Judgment.

**XII. RETENTION OF JURISDICTION**


35. The Court shall retain jurisdiction over this case for purposes of resolving disputes that arise under this Consent Judgment, entering orders modifying this Consent Judgment, or effectuating or enforcing compliance with the terms of this Consent Judgment and any permits, approvals, or directives issued by the Department pursuant to the terms of this Consent Judgment.

**XIII. FINAL JUDGMENT**

36. Upon approval and entry of this Consent Judgment by the Court, this Consent Judgment shall constitute a Final Judgment of the Court.

**IT IS SO ORDERED. JUDGMENT** is hereby entered in accordance with the foregoing.

By the Court:

  
JUSTICE, SUPERIOR COURT  
Belzobus, J  
2-14-24  
Date

The Undersigned Parties enter into this Consent Judgment in the matter of  
*Commonwealth v. Allen House at Paige, LLC* (Suffolk Superior Court).

FOR THE COMMONWEALTH OF  
MASSACHUSETTS

ANDREA JOY CAMPBELL  
ATTORNEY GENERAL

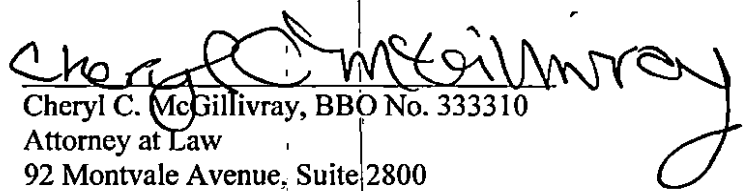


Julia Jonas-Day, BBO No. 703539  
John S. Craig, BBO No. 707067  
Assistant Attorneys General  
Office of the Attorney General  
One Ashburton Place, 18<sup>th</sup> Floor  
Boston, MA 02108  
jjonasday@mass.gov  
John.Craig@mass.gov

Dated:

February 14, 2024

FOR ALLEN HOUSE AT PAIGE, LLC  
AND JOHN J. DEANGELIS,  
INDIVIDUALLY AND AS MANAGER  
OF  
ALLEN HOUSE AT PAIGE, LLC



Cheryl C. McGillivray, BBO No. 333310  
Attorney at Law  
92 Montvale Avenue, Suite 2800  
Stoneham, MA  
ccmcgillivraylaw@outlook.com

Dated:

9 February 2024