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EPA ORC  
Office of Regional Hearing Clerk

November 29, 2012

Wanda Santiago  
Regional Hearing Clerk  
U.S. Environmental Protection Agency - Region I  
5 Post Office Square, Suite 100  
Boston, MA 02109-3912

Re: In the Matter of Allen Enterprises Rental Properties, et al.  
Docket Number TSCA-01-2012-0110

Dear Ms. Santiago:

Enclosed for filing in the above-referenced action, please find the original and one (1) copy of the Answer to the Administrative Complaint and Notice of Opportunity for Hearing, filed on behalf of Allen Enterprises Rental Properties, Lakeport Plaza, LLC and Alice E. Allen 2002 Trust.

Thank you for your attention to this matter.

Very truly yours,

Jed Z. Callen, Esq.

cc: Clients  
Open Arms Outreach, Inc.

EPA DOCKET No. TSCA-01-2012-0110  
In Re: Allen Enterprises Rental Properties et al.

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing Answer to the Administrative Complaint and Notice of Opportunity for Hearing has been sent to the following persons on the date noted below:

Original and one copy

Wanda Santiago  
Regional Hearing Clerk (RAA)  
U.S. EPA, Region I  
5 Post Office Square, Suite 100 (ORQA 18-1)  
Boston, Massachusetts 02109-3912

Copy

Allen Enterprises Rental Properties  
699 Union Avenue  
Laconia, NH 03246

Open Arms Outreach, Inc.  
756 Union Avenue  
Laconia, NH 03246

Lakeport Plaza, LLC  
699 Union Avenue  
Laconia, NH 03246

Alice E. Allen 2002 Trust  
163 Meredith Center Road  
Meredith, NH 03253

Dated: Nov. 29, 2012

  
\_\_\_\_\_  
Jed Z. Callen, Esq.  
BCM Environmental & Land Law, PLLC  
3 Maple Street  
Concord, NH 03301-4202  
(603) 225-2585  
Fax: 603-225-2401  
E-mail: callen@nhlandlaw.com

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 1

RECEIVED  
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\_\_\_\_\_  
)  
IN THE MATTER OF: )  
)  
Allen Enterprises Rental Properties )  
Open Arms Outreach, Inc. )  
Lakeport Plaza, LLC )  
Alice E. Allen 2002 Trust )  
Laconia, NH )  
)  
Respondents. )  
)  
Proceeding under Section 16(a) of the )  
Toxic Substances Control Act )  
42 U.S.C. § 2615(a) )  
\_\_\_\_\_ )

ANSWER TO  
ADMINISTRATIVE  
COMPLAINT

Docket Number  
TSCA-01-2012-0110

ANSWER TO ADMINISTRATIVE COMPLAINT

I. STATEMENT OF AUTHORITY

1. This paragraph contains statements of legal authority to which no response is required, but to the extent that a response is required, the statements are denied.

II. NATURE OF THE ACTION

2. This paragraph contains legal statements to which no response is required, but to the extent that a response is required, the statements are denied.

III. STATUTORY AND REGULATORY BACKGROUND

- 3. Admitted.
- 4. Admitted.
- 5. Admitted.
- 6. Admitted.
- 7. Admitted.

8. Admitted.
9. Admitted.

#### **IV. GENERAL ALLEGATIONS**

10. Admitted in part, denied in part, and by way of further answer, the number of properties owned strictly by the Respondents is 10, and the number of units offered for lease during the relevant time period is approximately 33, but in light of Respondents' ownership and rental of both apartments and rooms, it is unclear how the Complainant arrived at the figure of 35.

11. Denied in part: Allen Enterprises Rental Properties ("Allen Enterprises") is not a corporation. Second sentence is admitted.
12. The principals of Allen Enterprises Rental Properties, Lakeport Plaza, LLC, and the Alice E. Allen 2002 Trust do not control or speak for Open Arms Outreach, Inc. The allegation is therefore denied.
13. Admitted.
14. Admitted, with the exception that the Allen Trust's principal place of business is 699 Union Avenue, Laconia, New Hampshire.
15. The statements alleged in the first sentence are admitted, but by way of further answer Lutheran Family Services also sometimes offered for lease the units at 758 Union Avenue. The second sentence is a legal statement that does not require a response.
16. The principals of Allen Enterprises Rental Properties, Lakeport Plaza, LLC, and the Alice E. Allen 2002 Trust do not control or speak for Open Arms Outreach, Inc., and thus the statement is denied. The second sentence is a legal statement that does not require a response.
17. The first sentence is admitted. The second sentence is a legal statement that does not require a response.
18. The first sentence is admitted. The second sentence is a legal statement that does not require a response.
19. Admitted, as to Respondent Allen Enterprises.
20. Denied. By way of further answer, this was the date on the rental invoice, but not necessarily the commencement of the tenancy.
21. Admitted.
22. This paragraph contains a legal statement to which no response is required; to the extent it requires an Answer, it is denied.
23. Admitted.

#### **V. VIOLATIONS**

24. This paragraph contains a legal statement to which no response is required.

**Count I – Failure to provide lessees with an EPA-approved lead hazard information pamphlet.**

25. This paragraph incorporating preceding paragraphs requires no response.
26. This paragraph contains a legal statement to which no response is required, but to the extent a response is required, it is denied.
27. Subparagraph a is denied; the exact date is unknown. Subparagraph b is denied. On September 1, 2010, two days prior to signing the lease, the tenant signed a form acknowledging receipt of the pamphlet “Protect Your Family From Lead in Your Home.”
28. Denied. The tenant signed a lead disclosure form on July 20, 2011. When the tenant began a tenancy-at-will at 686 Union Avenue, Unit 3, he had been living in another unit owned by a respondent. Although the tenant was given the keys to 686 Union Avenue, Unit 3, on July 16, 2011, it is believed that he did not fully move into the unit until about July 20, 2011.
29. Denied. Tenant signed a lead disclosure form on June 16, 2009, before signing the lease.
30. This paragraph contains a legal statement to which no response is required.
31. This paragraph contains a legal statement to which no response is required.
32. This paragraph contains a legal statement to which no response is required.

**Count II – Failure to include as an attachment, or within the contract to lease target housing, the Lead Warning Statement.**

33. This paragraph incorporating preceding paragraphs requires no response.
34. This paragraph contains a legal statement to which no response is required, but to the extent a response is required, it is denied.
35. Subparagraph a is denied. Subparagraph b is denied. On September 1, 2010, two days prior to signing the lease, the tenant signed a form that included the Lead Warning Statement.
36. Denied. The tenant signed a lead disclosure form on July 20, 2011. When the tenant began a tenancy-at-will at 686 Union Avenue, Unit 3, he had been living in another unit owned by a respondent. Although the tenant was given the keys to 686 Union Avenue, Unit 3, on July 16, 2011, it is believed that he did not fully move into the unit until about July 20, 2011.
37. Denied.
38. This paragraph contains a legal statement to which no response is required, but to the extent a response is required, it is denied.

39. This paragraph contains a legal statement to which no response is required, but to the extent a response is required, it is denied.
40. This paragraph contains a legal statement to which no response is required, but to the extent a response is required, it is denied.

**Count III – Failure to include in the lease or as an attachment thereto, a statement by the lessor disclosing the presence of known lead-based paint or lead-based paint hazards, or lack of knowledge thereof.**

41. This paragraph incorporating preceding paragraphs requires no response.
42. This paragraph contains a legal statement to which no response is required, but to the extent a response is required, it is denied.
43. Subparagraph a is denied. Subparagraph b is denied. On September 1, 2010, two days prior to signing the lease, the tenant signed a form acknowledging that “Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.”
44. Denied. The tenant signed a lead disclosure form on July 20, 2011. When the tenant began a tenancy-at-will at 686 Union Avenue, Unit 3, he had been living in another unit owned by a respondent. Although the tenant was given the keys to 686 Union Avenue, Unit 3, on July 16, 2011, it is believed that he did not fully move into the unit until about July 20, 2011.
45. Denied.
46. This paragraph contains a legal statement to which no response is required, but to the extent a response is required, it is denied.
47. This paragraph contains a legal statement to which no response is required, but to the extent a response is required, it is denied.
48. This paragraph contains a legal statement to which no response is required, but to the extent a response is required, it is denied.

**Count IV – Failure to include as an attachment or within a lease contract, a list of any records or reports available to the lessor that pertain to lead-based paint or lead-based paint hazards in the housing, or the failure to indicate that no such records exist.**

49. This paragraph incorporating preceding paragraphs requires no response.
50. This paragraph contains a legal statement to which no response is required, but to the extent a response is required, it is denied.
51. Subparagraph a is denied. Subparagraph b is denied.
52. Denied. The tenant signed a lead disclosure form on July 20, 2011. When the tenant began a tenancy-at-will at 686 Union Avenue, Unit 3, he had been living in another unit owned by a respondent. Although the tenant was given the keys to

686 Union Avenue, Unit 3, on July 16, 2011, it is believed that he did not fully move into the unit until about July 20, 2011.

- 53. Denied.
- 54. This paragraph contains a legal statement to which no response is required.
- 55. This paragraph contains a legal statement to which no response is required.
- 56. This paragraph contains a legal statement to which no response is required.

**VI. PROPOSED PENALTY**

- 57. This paragraph contains a legal statement to which no response is required.
- 58. This paragraph contains a legal statement to which no response is required.
- 59. This paragraph contains a legal statement to which no response is required.
- 60. This paragraph contains a legal statement to which no response is required.
- 61. This paragraph contains a legal statement to which no response is required.
- 62. This paragraph contains payment instructions to which no response is required.

**VII. OPPORTUNITY TO REQUEST A HEARING AND FILE ANSWER**

- 63. This paragraph contains a legal statement to which no response is required.  
RESPONDENTS DO HEREBY REQUEST A HEARING HEREON.

**VIII. DEFAULT ORDER**

- 64. This paragraph contains a legal statement to which no response is required.

**IX. SETTLEMENT CONFERENCE**

- 65. This paragraph contains a legal statement to which no response is required.
- 66. This paragraph contains a legal statement to which no response is required.
- 67. Admitted.

The undersigned Respondents hereby request a hearing.

Respectfully Submitted,

Allen Enterprises Rental Properties  
Lakeport Plaza, LLC  
Alice E. Allen 2002 Trust

By its Attorneys:

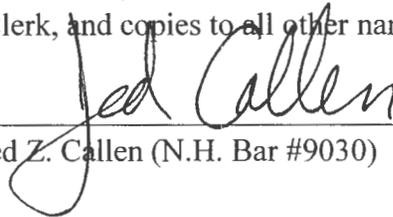


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Jason D. Reimers (N.H. Bar # 17309)  
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Concord, New Hampshire 03301-4202  
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Dated: December 29, 2012

CERTIFICATE OF SERVICE

I, Jed Z. Callen, hereby certify that I have this day sent the original and one copy of the foregoing document to the Regional Hearing Clerk, and copies to all other named parties.



Jed Z. Callen (N.H. Bar #9030)