

EXHIBIT B

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In the Matter of:) Docket No. TSCA-05-2006-0012
)
Willie P. Burrell,) Proceeding to Assess a Civil
The Willie P. Burrell Trust,) Penalty under section 16(a) of
Dudley B. Burrell, and The) the Toxic Substances Control
Dudley B. Burrell Trust) Act, 15 U.S.C. § 2615(a)
Kankakee, Illinois,)
Illinois,)
Respondents.)

RESPONDENTS' WILLIE P. BURRELL AND THE WILLIE P. BURRELL
TRUST ANSWER TO COMPLAINT

Respondents Willie P. Burrell and The Willie P. Burrell Trust (hereinafter, collectively "Respondent")¹, pro se, pursuant to 40 C.F.R. § 22.15, hereby tenders their ANSWER to Complaint, and in support states:

ANSWER

1. Respondent neither admits nor denies all the material allegations in paragraph 1 of Complainant's Complaint, as Respondent lacks knowledge of said allegation.

2. Respondent neither admits nor denies all the material allegations in paragraph 2 of Complainant's Complaint, as Respondent lacks knowledge of said allegation.

3. Respondent admits the material allegations in paragraph 3 of Complainant's Complaint, as it pertains to

¹ To the extent that one of the Respondents has a different response, said Respondent will be identified separately.

this Respondent. Respondent lacks any knowledge regarding the remaining Respondents.

4. The Willie P. Burrell Trust admits that it leases residential units, by and through its agent, B & D Management Corporation ("B & D") from an office located at 300 N. Indiana Avenue, Kankakee, Illinois. Willie P. Burrell denies all the material allegations in paragraph 4 of Complainant's Complaint, as it refers to her in her individual capacity.

Statutory and Regulatory Background

5. Respondent neither admits nor denies all the material allegations in paragraph 5 of Complainant's Complaint, as Respondent lacks knowledge of said allegation. Further, said allegation is a question of fact for the fact finder.

6. Respondent neither admits nor denies all the material allegations in paragraph 6 of Complainant's Complaint, as Respondent lacks knowledge of said allegation. Further, said allegation is a mixed question of law and/or fact for the finder of fact.

7. Respondent neither admits nor denies all the material allegations in paragraph 7 of Complainant's Complaint, as Respondent lacks knowledge of said allegation. Further, said allegation is a question of law for the trier of fact.

8. Respondent neither admits nor denies all the material allegations in paragraph 8 of Complainant's Complaint, as Respondent lacks knowledge of said allegation. Further, said allegation is a question of law for the trier of fact.

9. Respondent neither admits nor denies all the material allegations in paragraph 9 of Complainant's Complaint, as Respondent lacks knowledge of said allegation. Further, said allegation is a question of law for the trier of fact.

10. Respondent neither admits nor denies all the material allegations in paragraph 10 of Complainant's Complaint, as Respondent lacks knowledge of said allegation. Further, said allegation is a question of law for the trier of fact.

11. Respondent neither admits nor denies all the material allegations in paragraph 11 of Complainant's Complaint, as Respondent lacks knowledge of said allegation. Further, said allegation is a question of law for the trier of fact.

12. Respondent neither admits nor denies all the material allegations in paragraph 12 of Complainant's Complaint, as Respondent lacks knowledge of said allegation. Further, said allegation is a question of law for the trier of fact.

13. Respondent neither admits nor denies all the material allegations in paragraph 13 of Complainant's Complaint, as Respondent lacks knowledge of said allegation. Further, said allegation is a question of law for the trier of fact.

14. Respondent neither admits nor denies all the material allegations in paragraph 14 of Complainant's Complaint, as Respondent lacks knowledge of said allegation. Further, said allegation is a question of law for the trier of fact.

15. Respondent neither admits nor denies all the material allegations in paragraph 15 of Complainant's Complaint, as Respondent lacks knowledge of said allegation. Further, said allegation is a question of law for the trier of fact.

General Allegations

16. Respondent incorporates its Answers to rhetorical paragraphs 1 through 15 of this Answer as though set forth fully in this paragraph.

17. The Willie P. Burrell Trust, by and through its agent, B & D, leased 575 E. Oak, 257 N. Chicago, and 993 N. Schuyler. Willie P. Burrell denies the material allegations as to her, in her individual capacity. Respondent neither admits nor denies all of the remaining allegations in rhetorical paragraph 17 as Respondent lacks knowledge of the

same.

18. Respondent admits the material allegations in rhetorical paragraph 18.

19. Respondent neither admits nor denies all the material allegations in paragraph 19 of Complainant's Complaint, as Respondent lacks knowledge of said allegation. Further, said allegation is a question of law for the trier of fact.

20. Respondent neither admits nor denies the material allegations in paragraph 20 of Complainant's Complaint, as Respondent lacks knowledge of said allegation.

21. Respondent admits the material allegations in paragraph 21 of Complainant's Complaint.

22. Respondent neither admits nor denies all the material allegations in paragraph 22 of Complainant's Complaint, as Respondent lacks knowledge of said allegation.

23. Respondent admits that The Willie P. Burrell Trust owned and leased 993 N. Schuyler, 257 N. Chicago, and 575 E. Oak. Respondent lacks knowledge as to the remainder of the material allegations set forth in rhetorical paragraph 23. Further, rhetorical paragraph 23 also alleges questions of law which are questions for the trier of fact.

24. Respondent neither admits nor denies all the material allegations in paragraph 24 of Complainant's Complaint, as Respondent lacks knowledge of said allegation.

25. Respondent neither admits nor denies all the material allegations in paragraph 25 of Complainant's Complaint.

26. Respondent admits the material allegations in rhetorical paragraph 26 of Complainant's Complaint.

27. Respondent neither admits nor denies all the material allegations in paragraph 27 of Complainant's Complaint, as Respondent lacks knowledge of said allegation.

28. Respondent admits that on or about May 28, 2003, an Environmental Protection Agency ("EPA") representative conducted an inspection at the office of B & D. Respondent lacks knowledge as to the remainder of the material allegations set forth in rhetorical paragraph 28 of Complainant's Complaint.

29. Respondent denies the material allegations in rhetorical paragraph 29 of Complainant's Complaint.

30. The Willie P. Burrell Trust, through its agent, B & D, admits that it entered into agreements to lease 257 N. Chicago, 993 N. Schuyler, and 575 E. Oak. Willie P. Burrell, in her individual capacity, denies all the material allegations set forth in rhetorical paragraph 30 of Complainant's Complaint.

31. Respondent admits that the leases for 257 N. Chicago, 993 N. Schuyler, and 575 E. Oak were for a period greater than 100 days. Respondent neither admits nor denies

the remainder of the material allegations set forth in rhetorical paragraph 31 of Complainant's Complaint, as Respondent lacks knowledge of the same.

32. Respondent admits the material allegations in rhetorical paragraph 32 of Complainant's Complaint.

33. Respondent denies the material allegations in rhetorical paragraph 33 of Complainant's Complaint.

34. Willie P. Burrell denies that she offered such leases in her individual capacity. Willie P. Burrell admits that The Willie P. Burrell Trust, by its agent B & D, offered leases for 257 N. Chicago, 993 N. Schuyler, and 575 E. Oak, between December of 2001 and April 2003.

35. The Willie P. Burrell Trust admits that it, by its agent B & D, offered leases for 257 N. Chicago, 993 N. Schuyler, and 575 E. Oak, between December of 2001 and April 2003. Willie P. Burrell, in her individual capacity, denies the material allegations in rhetorical paragraph 35 of Complainant's Complaint. Respondent lacks knowledge of the remaining material allegations in rhetorical paragraph 35 of Complainant's Complaint.

36. Respondent neither admits nor denies the material allegations in paragraph 36 of Complainant's Complaint, as Respondent lacks knowledge of said allegation.

37. Respondent neither admits nor denies all the material allegations in paragraph 37 of Complainant's

Complaint, as Respondent lacks knowledge of said allegation. Further, said allegation is a question of law for the trier of fact.

38. Respondent neither admits nor denies the material allegations in paragraph 38 of Complainant's Complaint, as Respondent lacks knowledge of said allegation. Further, said allegation is a mixed question of law and fact for the finder of fact.

39. Respondent neither admits nor denies the material allegations in paragraph 39 of Complainant's Complaint, as Respondent lacks knowledge of said allegation. Further, said allegation is a mixed question of law and fact for the finder of fact.

40. Respondent neither admits nor denies all the material allegations in paragraph 40 of Complainant's Complaint, as Respondent lacks knowledge of said allegation. Further, said allegation is a question of law for the trier of fact.

41. Respondent neither admits nor denies the allegations in paragraph 41 of Complainant's Complaint, as Respondent lacks knowledge of said allegation. The letter referenced in Complainant's rhetorical paragraph 41 was sent to The Willie P. Burrell Trust's counsel, Mr. Lee. Respondent did not become aware of the March 25, 2005 letter until receiving "actual notice" of Claimant's Motion for a