

March 29, 2012

**VIA FEDERAL EXPRESS**

Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region 2  
290 Broadway, 16<sup>th</sup> Floor  
New York, NY 10007-1866

Re: In the Matter of CRM Realty Management, Inc.  
Docket No.: TSCA-02-2012-9268

U.S. ENVIRONMENTAL  
PROTECTION AGENCY-REG. II  
2012 MAR 30 A 10:51  
REGIONAL HEARING  
CLERK

Dear Regional Hearing Clerk:

We represent respondent CRM Rental Management, Inc. in this matter. Enclosed for filing are an original and one copy of (1) CRM's answer to the complaint, including a demand for a hearing; and (2) an affidavit of service. I am also enclosing a copy set of these papers; please file-stamp the copy set and return them to me in the enclosed stamped, self-addressed envelope.

Thank you.

Very truly yours,

MACKENZIE HUGHES LLP



W. Bradley Hunt

WBH/ma

Enclosure

cc(w/enc): Dore LaPosta (*Via Federal Express*)

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UNITED STATE ENVIRONMENTAL PROTECTION AGENCY  
Region 2

-----X  
In the Matter of

**CRM Rental Management, Inc.,**

**ANSWER AND  
AFFIRMATIVE  
DEFENSES**

Respondent.

**HEARING  
DEMANDED**

Proceeding under Section 16(a) of  
the Toxic Substance Control Act.

Docket No.  
TSCA-02-2012-9268

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Respondent CRM Rental Management, Inc., by its attorneys Mackenzie Hughes LLP  
and Levitt and Gordon, answers the Complaint in this matter as follows:

1. Respondent is CRM Rental Management, Inc. (hereinafter "Respondent").

**ANSWER:** Respondent admits the allegations in paragraph 1.

2. Respondent's primary place of business is located at 117 West Liberty Street, PO Box  
269, Rome, New York 13440.

**ANSWER:** Respondent admits the allegations in paragraph 2.

3. Respondent is subject to the regulations and requirements pertaining to Lead-Based  
Paint Disclosure promulgated pursuant to 42 U.S.C. § 4852d, and set forth at 40 C.F.R. Part  
745, Subpart F.

REGIONAL HEARING  
CLERK  
2012 MAR 30 A 10:51  
U.S. ENVIRONMENTAL  
PROTECTION AGENCY-REG. II

**ANSWER:** The allegations in paragraph 3 state a legal conclusion to which no answer is required; on this basis, Respondent denies them. Furthermore, the statute and regulations cited speak for themselves.

4. On or about April 14, 2009, duly designated representatives of EPA conducted an inspection at the offices of CRM Rental Management, Inc., at the abovementioned address in Rome, NY. (Hereinafter referred to as “the Inspection”). The Inspection was conducted to determine Respondent's compliance with the EPA regulations pertaining to Lead-Based Paint Disclosure, 40 C.F.R. Part 745, Subpart F.

**ANSWER:** Respondent admits that an inspection occurred at the place and the approximate date stated in the complaint. Respondent lacks knowledge or information sufficient to form a belief as to the truth of the allegation that the inspection was conducted by “duly designated representatives of EPA” and the allegation regarding the investigation’s purported purpose.

5. On or about May 14, 2009, duly designated representatives of EPA conducted the Inspection at the offices of the Oxford Towne Apartments in New Hartford, NY. The inspectors met with Mr. Davis Yohe, an Oxford Towne employee. Mr. Yohe confirmed that the Oxford Towne properties were managed by CRM Rental Management, Inc. of Rome, NY. (Hereinafter, both the CRM inspection and the Oxford Towne inspection are collectively referred to as “the Inspection.”)

**ANSWER:** Respondent admits that an inspection occurred at the place and the approximate date stated in the complaint. Respondent lacks knowledge or information sufficient to form a belief as to the truth of the allegation that the inspection was conducted by “duly designated representatives

of EPA.” Respondent denies that Mr. Yohe was an Oxford Towne employee but admits the allegation regarding Mr. Yohe’s statement.

Foxwood Apartments I Property Lease Agreements

6. Upon information and belief, Respondent is, and at all times relevant to this Complaint was, the “agent”, as that term is defined in 40 C.F.R. § 745.103, for the property known as Foxwood Apartments I, located at 8225 Bielby Road, Rome, NY 13440 (hereinafter the “Foxwood property”).

**ANSWER:** The allegations in paragraph 6 state a legal conclusion to which no answer is required; on this basis, Respondent denies them. Furthermore, the regulation cited speaks for itself. Respondent states that it has a contract with the owner of the Foxwood property.

7. The Foxwood property is “residential real property” within the meaning of § 1004(24) of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4851b(24).

**ANSWER:** The allegations in paragraph 7 state a legal conclusion to which no answer is required; on this basis, Respondent denies them. Furthermore, the statute cited speaks for itself. Respondent states that the Foxwood property does contain residential units.

8. The Foxwood property consists of approximately 28 “residential dwelling” units within the meaning of § 1004(23) of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4851b(23), and 40 C.F.R. § 745.103.

**ANSWER:** The allegations in paragraph 8 state a legal conclusion to which no answer is required; on this basis, Respondent denies them. Furthermore, the statute cited speaks for itself. Respondent states that the Foxwood property does contain residential units.

9. The Foxwood property is “target housing” within the meaning of § 1004(27) of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4851b (27), and 40 C.F.R, § 745.103, and was built in 1973.

**ANSWER:** The allegations in paragraph 9 state a legal conclusion to which no answer is required; on this basis, Respondent denies them. Furthermore, the statute and regulations cited speak for themselves. Respondent admits that the Foxwood property was constructed in or around 1973.

10. On or about April 26, 2005, Jeanette Hall entered into a contract to lease Apartment #1 in the Foxwood property from Respondent. This contract was extended on April 7, 2009 for the period between May1, 2009 and April 30, 2010.

**ANSWER:** Respondent denies the allegations in paragraph 10 in the form stated. Respondent has never owned the Foxwood property, and no one has ever leased an apartment in the Foxwood property from Respondent. Respondent admits that Ms. Hall entered into a contract with the owner to lease the apartment as stated in the complaint, and that the contract was extended as stated in the complaint.

11. On or about March 11, 2009, Brian Boersma entered into a contract to lease Apartment #2 in the Foxwood property from Respondent.

**ANSWER:** Respondent denies the allegations in paragraph 11 in the form stated. Respondent has never owned the Foxwood property, and no one has ever leased an apartment in the Foxwood property from Respondent. Respondent admits that Mr. Boersma entered into a contract with the owner to lease the apartment as stated in the complaint.

12. On or about July 27, 2006, Bruce Neil entered into a contract to lease Apartment #3 in the Foxwood property from Respondent. This contract was extended on June 30, 2008 for the period between August 1, 2008 and July 31, 2009.

**ANSWER:** Respondent denies the allegations in paragraph 12 in the form stated. Respondent has never owned the Foxwood property, and no one has ever leased an apartment in the Foxwood property from Respondent. Respondent admits that Mr. Neil entered into a contract with the owner to lease the apartment as stated in the complaint, and that the contract was extended as stated in the complaint.

13. On or about August 12, 2008, Theresa Darcangelo entered into a contract to lease Apartment #4 in the Foxwood property from Respondent.

**ANSWER:** Respondent denies the allegations in paragraph 13 in the form stated. Respondent has never owned the Foxwood property, and no one has ever leased an apartment in the Foxwood property from Respondent. Respondent admits that Ms. Darcangelo entered into a contract with the owner to lease the apartment as stated in the complaint.

14. On or about November 1, 2001, John Capanna entered into a contract to lease Apartment #5 in the Foxwood property from Respondent. This contract was extended on November 18, 2008 for the period between December 1, 2008 and November 30, 2009.

**ANSWER:** Respondent denies the allegations in paragraph 14 in the form stated. Respondent has never owned the Foxwood property, and no one has ever leased an apartment in the Foxwood property from Respondent. Respondent admits that Mr. Capanna entered into a contract with the owner to lease the apartment as stated in the complaint, and that the contract was extended as stated in the complaint.

15. On or about March 7, 2008, John C. Brooks and Lord Martinez entered into a contract to lease Apartment #7 in the Foxwood property from Respondent. This contract was extended on February 25, 2009 for the period between April 1, 2009 and March 31, 2010.

**ANSWER:** Respondent denies the allegations in paragraph 15 in the form stated. Respondent has never owned the Foxwood property, and no one has ever leased an apartment in the Foxwood property from Respondent. Respondent admits that Brooks and Martinez entered into a contract with the owner to lease the apartment as stated in the complaint, and that the contract was extended as stated in the complaint.

16. On or about January 28, 2009, Shaleik & Regina Higgs entered into a contract to lease Apartment #8 in the Foxwood property from Respondent.

**ANSWER:** Respondent denies the allegations in paragraph 16 in the form stated. Respondent has never owned the Foxwood property, and no one has ever leased an apartment in the Foxwood property from Respondent. Respondent admits that the Higgs entered into a contract with the owner to lease the apartment as stated in the complaint.

17. On or about March 30, 2002, Helen Brown entered into a contract to lease Apartment #9 in the Foxwood property from Respondent. This contract was extended on March 2, 2009 for the period between April 1, 2009 and March 31, 2010.

**ANSWER:** Respondent denies the allegations in paragraph 17 in the form stated. Respondent has never owned the Foxwood property, and no one has ever leased an apartment in the Foxwood property from Respondent. Respondent admits that Ms. Brown entered into a contract with the owner to lease the apartment as stated in the complaint, and that the contract was extended as stated in the complaint.

18. On or about January 26, 2009, Shameem Wahab entered into a contract to lease Apartment #10 in the Foxwood property from Respondent.

**ANSWER:** Respondent denies the allegations in paragraph 18 in the form stated. Respondent has never owned the Foxwood property, and no one has ever leased an apartment in the Foxwood property from Respondent. Respondent admits that Mr. Wahab entered into a contract with the owner to lease the apartment as stated in the complaint.

19. On or about May 1, 2008, Jamie Kramer entered into a contract to lease Apartment #13 in the Foxwood property from Respondent. This contract was extended on April 5, 2009 for the period between May 1, 2009 and November 30, 2009, with the addition of a second tenant, Edward Kramer.

**ANSWER:** Respondent denies the allegations in paragraph 19 in the form stated. Respondent has never owned the Foxwood property, and no one has ever leased an apartment in the Foxwood property from Respondent. Respondent admits that Jamie Kramer entered into a contract with the owner to lease the apartment as stated in the complaint, and that the contract was extended as stated in the complaint.



North George Street Apartments Property Lease Agreements

20. Upon information and belief, Respondent is, and at all times relevant to this Complaint was, the “agent”, as that term is defined in 40 C.F.R. § 745.103, for the property known as the North George Street Apartments, located at 119 N. George Street, Rome, NY 13440 (hereinafter the “North George Street property”).

**ANSWER:** The allegations in paragraph 20 state a legal conclusion to which no answer is required; on this basis, Respondent denies them. Furthermore, the regulation cited speaks for itself. Respondent states that it has a contract with the owner of the North George Street property.

21. The North George Street property is “residential real property” within the meaning of § 1004(24) of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4851b(24).

**ANSWER:** The allegations in paragraph 21 state a legal conclusion to which no answer is required; on this basis, Respondent denies them. Furthermore, the statute cited speaks for itself. Respondent states that the North George Street property does contain residential units.

22. The North George Street property consists of 25 “residential dwelling” units, within the meaning of § 1004(23) of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4851b(23), and 40 C.F.R. § 745.103.

**ANSWER:** The allegations in paragraph 22 state a legal conclusion to which no answer is required; on this basis, Respondent denies them. Furthermore, the statute and regulation cited speak for themselves. Respondent states that the North George Street property does contain residential units.

23. The North George Street property is “target housing” within the meaning of § 1004(27) of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4851b(27), and 40 C.F.R. § 745.103, and was built between 1900 and 1975.

**ANSWER:** The allegations in paragraph 23 state a legal conclusion to which no answer is required; on this basis, Respondent denies them. Furthermore, the statute and regulation cited speak for themselves. Respondent states that the North George Street property was built between 1900 and 1975.

24. On or about July 2, 2007, Dr. Cyrille P. Cucio entered into a contract to lease Apartment #1 at 804 North George Street, in the North George Street property, from Respondent. This contract was extended on July 11, 2008 for the period between August 1, 2008 and July 31, 2009.

**ANSWER:** Respondent denies the allegations in paragraph 24 in the form stated. Respondent has never owned the North George Street property, and no one has ever leased an apartment in the North George Street property from Respondent. Respondent admits that Dr. Cucio entered into a contract with the owner to lease the apartment as stated in the complaint, and that the contract was extended as stated in the complaint.

25. On or about July 30, 2007, Jane M. Frate entered into a contract to lease Apartment #5 at 804 North George Street, in the North George Street property, from Respondent. This contract was extended on July 1, 2008 for the period between August 1, 2008 and July 31, 2009.

**ANSWER:** Respondent denies the allegations in paragraph 25 in the form stated. Respondent has never owned the North George Street property, and no one has ever leased an apartment in the

North George Street property from Respondent. Respondent admits that Ms. Frate entered into a contract with the owner to lease the apartment as stated in the complaint, and that the contract was extended as stated in the complaint.

26. On or about January 27, 2009, Jasmine Gooch entered into a contract to lease Apartment #7 at 804 North George Street, in the North George Street property, from Respondent.

**ANSWER:** Respondent denies the allegations in paragraph 26 in the form stated. Respondent has never owned the North George Street property, and no one has ever leased an apartment in the North George Street property from Respondent. Respondent admits that Ms. Gooch entered into a contract with the owner to lease the apartment as stated in the complaint.

27. On or about October 9, 2008, Christina Trainham entered into a contract to lease Apartment #3 at 808 North George Street, in the North George Street property, from Respondent.

**ANSWER:** Respondent denies the allegations in paragraph 27 in the form stated. Respondent has never owned the North George Street property, and no one has ever leased an apartment in the North George Street property from Respondent. Respondent admits that Ms. Trainham entered into a contract with the owner to lease the apartment as stated in the complaint.

28. On or about August 31, 2007, Linda Guenther entered into a contract to lease Apartment #2 at 808 North George Street, in the North George Street property, from Respondent. This contract was extended on October 17, 2008 for the period between September 1, 2008 and August 31, 2009.

**ANSWER:** Respondent denies the allegations in paragraph 28 in the form stated. Respondent has never owned the North George Street property, and no one has ever leased an apartment in the North George Street property from Respondent. Respondent admits that Ms. Guenther entered into a contract with the owner to lease the apartment as stated in the complaint, and that the contract was extended as stated in the complaint.

29. On or about June 20, 2008, Edward D. Kweri entered into a contract to lease an apartment at #812 North George Street, in the North George Street property, from Respondent.

**ANSWER:** Respondent denies the allegations in paragraph 29 in the form stated. Respondent has never owned the North George Street property, and no one has ever leased an apartment in the North George Street property from Respondent. Respondent admits that Mr. Kweri entered into a contract with the owner to lease the apartment as stated in the complaint.

30. On or about February 27, 2008, Kimberley Lassonde entered into a contract to lease Apartment #1 at 207 Maple Street, in the North George Street property, from Respondent. This contract was extended on February 24, 2009 for the period between March 1, 2009 and February 29, 2010 (Month to Month Basis).

**ANSWER:** Respondent denies the allegations in paragraph 30 in the form stated. Respondent has never owned the North George Street property, and no one has ever leased an apartment in the North George Street property from Respondent. Respondent admits that Ms. Lassonde entered into a contract with the owner to lease the apartment as stated in the complaint, and that the contract was extended as stated in the complaint.

31. On or about August 31, 2007, Doris Reber entered into a contract to lease Apartment #3 at 207 Maple Street, in the North George Street property, from Respondent. This contract was

extended on August 28, 2008 for the period between October 1, 2008 and September 30, 2009.

**ANSWER:** Respondent denies the allegations in paragraph 31 in the form stated. Respondent has never owned the North George Street property, and no one has ever leased an apartment in the North George Street property from Respondent. Respondent admits that Ms. Reber entered into a contract with the owner to lease the apartment as stated in the complaint, and that the contract was extended as stated in the complaint.

32. On or about November 20, 2006, Carrie Scherzi entered into a contract to lease Apartment #4 at 207 Maple Street, in the North George Street property, from Respondent. This contract was extended on December 5, 2008 for the period between January 1, 2009 and December, 2009.

**ANSWER:** Respondent denies the allegations in paragraph 32 in the form stated. Respondent has never owned the North George Street property, and no one has ever leased an apartment in the North George Street property from Respondent. Respondent admits that Ms. Scherzi entered into a contract with the owner to lease the apartment as stated in the complaint, and that the contract was extended as stated in the complaint.

33. On or about January 1, 2008, Brian Monahan entered into a contract to lease Apartment #5 at 207 Maple Street, in the North George Street property, from Respondent. This contract was extended on December 29, 2008 for the period between January 1, 2009 and December 31, 2009.

**ANSWER:** Respondent denies the allegations in paragraph 33 in the form stated. Respondent has never owned the North George Street property, and no one has ever leased an apartment in the

North George Street property from Respondent. Respondent admits that Mr. Monahan entered into a contract with the owner to lease the apartment as stated in the complaint, and that the contract was extended as stated in the complaint.

34. On or about August 31, 2007, Phyllis White entered into a contract to lease Apartment #6 at 207 Maple Street, in the North George Street property, from Respondent. This contract was extended on August 23, 2008 for the period between October 1, 2008 and September 30, 2009.

**ANSWER:** Respondent denies the allegations in paragraph 34 in the form stated. Respondent has never owned the North George Street property, and no one has ever leased an apartment in the North George Street property from Respondent. Respondent admits that Ms. White entered into a contract with the owner to lease the apartment as stated in the complaint, and that the contract was extended as stated in the complaint.

35. On or about December 28, 2006, Robert Vinneau entered into a contract to lease an apartment at #209 Maple Street, in the North George Street property, from Respondent. This contract was extended on December 23, 2008 for the period between January 1, 2009 and December 31, 2009.

**ANSWER:** Respondent denies the allegations in paragraph 35 in the form stated. Respondent has never owned the North George Street property, and no one has ever leased an apartment in the North George Street property from Respondent. Respondent admits that Mr. Vinneau entered into a contract with the owner to lease the apartment as stated in the complaint, and that the contract was extended as stated in the complaint.

Oxford Towne Apartments (Oxford Apartments) Property Lease Agreements

36. Upon information and belief, Respondent is, and at all times relevant to this Complaint, was, the “agent”, as that term is defined in 40 C.F.R. § 745.103, for the property known as the Oxford Towne Apartments, located at 14 Darby Court, New Hartford, NY 13413 (hereinafter the “Oxford Apartments”).

**ANSWER:** The allegations in paragraph 36 state a legal conclusion to which no answer is required; on this basis, Respondent denies them. Furthermore, the regulation cited speaks for itself. Respondent states that it has a contract with the owner of the Oxford Apartments.

37. The Oxford Apartments property is “residential real property” within the meaning of § 1004(24) of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4851b(24).

**ANSWER:** The allegations in paragraph 37 state a legal conclusion to which no answer is required; on this basis, Respondent denies them. Furthermore, the statute cited speaks for itself. Respondent states that the Oxford Apartments do contain residential units.

38. The Oxford Apartments property consists of 75 “residential dwelling units,” within the meaning of § 1004(23) of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4851b(23), and 40 C.F.R. § 745.103.

**ANSWER:** The allegations in paragraph 38 state a legal conclusion to which no answer is required; on this basis, Respondent denies them. Furthermore, the statute and regulation cited speak for themselves. Respondent states that the Oxford Apartments do contain residential units.

39. The Oxford Apartments property is “target housing” within the meaning of § 1004(27) of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4851b(27), and 40 C.F.R. § 745.103, and was built in portions in 1968 and 1972.

**ANSWER:** The allegations in paragraph 39 state a legal conclusion to which no answer is required; on this basis, Respondent denies them. Furthermore, the statute and regulation cited speak for themselves. Respondent states that the Oxford Apartments were built in 1968 and 1972.

40. On or about August 7, 2008, Nicholas and Trudy Sheldon entered into a contract to lease Apartment unit #A-10,127 Oxford Road, of the Oxford Apartments property, from Respondent.

**ANSWER:** Respondent denies the allegations in paragraph 40 in the form stated. Respondent has never owned the Oxford Apartments, and no one has ever leased an apartment in the Oxford Apartments from Respondent. Respondent admits that the Sheldons entered into a contract with the owner to lease the apartment as stated in the complaint.

41. On or about October 1, 2008, Phyllis DuRoss entered into a contract to lease Apartment unit # 2- Barnum of the Oxford Apartments property from Respondent.

**ANSWER:** Respondent denies the allegations in paragraph 41 in the form stated. Respondent has never owned the Oxford Apartments, and no one has ever leased an apartment in the Oxford Apartments from Respondent. Respondent admits that the Ms. DuRoss entered into a contract with the owner to lease the apartment as stated in the complaint.



42. On or about July 14, 2008, Maureen Casile entered into a contract to lease Apartment unit #4 Barnum of the Oxford Apartments property, from Respondent. This lease was signed by Jaclyn E. Thornley.

**ANSWER:** Respondent denies the allegations in paragraph 42 in the form stated. Respondent has never owned the Oxford Apartments, and no one has ever leased an apartment in the Oxford Apartments from Respondent. Respondent admits that the Ms. Casile entered into a contract with the owner to lease the apartment as stated in the complaint.

43. On or about May 13, 2008, Norma Cutler entered into a contract to lease Apartment unit #5 Barnum of the Oxford Apartments property, from Respondent.

**ANSWER:** Respondent denies the allegations in paragraph 43 in the form stated. Respondent has never owned the Oxford Apartments, and no one has ever leased an apartment in the Oxford Apartments from Respondent. Respondent admits that Ms. Cutler entered into a contract with the owner to lease the apartment as stated in the complaint.

44. On or about June 23, 2008, Sarmad Siddiqui entered into a contract to lease Apartment unit #9 Barnum of the Oxford Apartments property, from Respondent.

**ANSWER:** Respondent denies the allegations in paragraph 44 in the form stated. Respondent has never owned the Oxford Apartments, and no one has ever leased an apartment in the Oxford Apartments from Respondent. Respondent admits that Sarmad Siddiqui entered into a contract with the owner to lease the apartment as stated in the complaint.

45. On or about July 24, 2008, Mr. and Mrs. Hans Kunz entered into a contract to lease Apartment unit Chelsey #4 of the Oxford Apartments property, from Respondent.

**ANSWER:** Respondent denies the allegations in paragraph 45 in the form stated. Respondent has never owned the Oxford Apartments, and no one has ever leased an apartment in the Oxford Apartments from Respondent. Respondent admits that Mr. and Ms. Kunz entered into a contract with the owner to lease the apartment as stated in the complaint.

46. On or about October 23, 2008, Michelle Michalkovic entered into a contract to lease Apartment unit Darby #9 of the Oxford Apartments property, from Respondent.

**ANSWER:** Respondent denies the allegations in paragraph 46 in the form stated. Respondent has never owned the Oxford Apartments, and no one has ever leased an apartment in the Oxford Apartments from Respondent. Respondent admits that Ms. Michalkovic entered into a contract with the owner to lease the apartment as stated in the complaint.

47. On or about March 25, 2008, Paul Mickelson entered into a contract to lease Apartment unit Darby #11 of the Oxford Apartments property, from Respondent.

**ANSWER:** Respondent denies the allegations in paragraph 47 in the form stated. Respondent has never owned the Oxford Apartments, and no one has ever leased an apartment in the Oxford Apartments from Respondent. Respondent admits that Mr. Mickelson entered into a contract with the owner to lease the apartment as stated in the complaint.

48. On or about June 23, 2008, Balaji Janardhanan entered into a contract to lease Apartment unit Essex #4 of the Oxford Apartments property, from Respondent.

**ANSWER:** Respondent denies the allegations in paragraph 48 in the form stated. Respondent has never owned the Oxford Apartments, and no one has ever leased an apartment in the Oxford

Apartments from Respondent. Respondent admits that Balaji Janardhanan entered into a contract with the owner to lease the apartment as stated in the complaint.

49. On or about November 1, 2008, Philip Amodio entered into a contract to lease Apartment unit #F10 of the Oxford Apartments property, from Respondent.

**ANSWER:** Respondent denies the allegations in paragraph 49 in the form stated. Respondent has never owned the Oxford Apartments, and no one has ever leased an apartment in the Oxford Apartments from Respondent. Respondent admits that Mr. Amodio entered into a contract with the owner to lease the apartment as stated in the complaint.

50. On or about May 13, 2008, Anne Giacobelli entered into a contract to lease Apartment unit #F1 of the Oxford Apartments property from Respondent:

**ANSWER:** Respondent denies the allegations in paragraph 50 in the form stated. Respondent has never owned the Oxford Apartments, and no one has ever leased an apartment in the Oxford Apartments from Respondent. Respondent admits that Ms. Giacobelli entered into a contract with the owner to lease the apartment as stated in the complaint.

Oxford Towne Villas (“Oxford Villas”) Property Lease Agreements

51. Upon information and belief, Respondent is, and at all times relevant to this Complaint was, the “agent”, as that term is defined in 40 C.F.R. § 745.103, for the property known as Oxford Towne Villas, located at 14 Darby Court, New Hartford, NY 13413 (hereinafter the “Oxford Villas”).

**ANSWER:** The allegations in paragraph 51 state a legal conclusion to which no answer is required; on this basis, Respondent denies them. Furthermore, the regulation cited speaks for itself. Respondent states that it has a contract with the owner of the Oxford Villas.

52. The Oxford Villas property is “residential real property” within the meaning of § 1004(24) of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4851b(24).

**ANSWER:** The allegations in paragraph 52 state a legal conclusion to which no answer is required; on this basis, Respondent denies them. Furthermore, the statute cited speaks for itself. Respondent states that the Oxford Villas contains residential units.

53. The Oxford Villas property consists of 42 “residential dwelling” units, within the meaning of § 1004(23) of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4851b(23), and 40 C.F.R. § 745.103.

**ANSWER:** The allegations in paragraph 53 state a legal conclusion to which no answer is required; on this basis, Respondent denies them. Furthermore, the statute and regulation cited speak for themselves. Respondent states that the Oxford Villas contains residential units.

54. The Oxford Villas property is “target housing” within the meaning of § 1004(27) of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4851b(27), and 40 C.F.R. § 745.103.

**ANSWER:** The allegations in paragraph 54 state a legal conclusion to which no answer is required; on this basis, Respondent denies them. Furthermore, the statute and regulation cited speak for themselves.

55. On or about January 14, 2009, Diane Davis entered into a contract to lease Apartment unit #1 Oxford Towne Court, of the Oxford Villas property, from Respondent.

**ANSWER:** Respondent denies the allegations in paragraph 55 in the form stated. Respondent has never owned the Oxford Villas, and no one has ever leased an apartment in the Oxford Apartments from Respondent. Respondent admits that Ms. Davis entered into a contract with the owner to lease the apartment as stated in the complaint.

56. On or about December 1, 2007, Arley Lish entered into a contract to lease Apartment unit #5 Oxford Towne Court, of the Oxford Villas property, from Respondent.

**ANSWER:** Respondent denies the allegations in paragraph 56 in the form stated. Respondent has never owned the Oxford Villas, and no one has ever leased an apartment in the Oxford Apartments from Respondent. Respondent admits that Arley Lish entered into a contract with the owner to lease the apartment as stated in the complaint.

57. On or about February 8, 2008, Ann McGuirl entered into a contract to lease Apartment unit #11 Oxford Towne Court, of the Oxford Villas property from Respondent.

**ANSWER:** Respondent denies the allegations in paragraph 57 in the form stated. Respondent has never owned the Oxford Villas, and no one has ever leased an apartment in the Oxford Apartments from Respondent. Respondent admits that Ms. McGuirl entered into a contract with the owner to lease the apartment as stated in the complaint.

58. On or about March 25, 2009, Roxanne Pollack entered into a contract to lease Apartment unit #19 Oxford Towne Court, of the Oxford Villas property, from Respondent.

**ANSWER:** Respondent denies the allegations in paragraph 58 in the form stated. Respondent has never owned the Oxford Villas, and no one has ever leased an apartment in the Oxford Apartments from Respondent. Respondent admits that Ms. Pollack entered into a contract with the owner to lease the apartment as stated in the complaint.

59. On or about February 14, 2009, Karleen M. Markowicz entered into a contract to lease Apartment unit #23 Oxford Towne Court, of the Oxford Villas property from Respondent.

**ANSWER:** Respondent denies the allegations in paragraph 59 in the form stated. Respondent has never owned the Oxford Villas, and no one has ever leased an apartment in the Oxford Apartments from Respondent. Respondent admits that Ms. Markowicz entered into a contract with the owner to lease the apartment as stated in the complaint.

60. On or about February 3, 2009, Rita Saladin entered into a contract to lease Apartment unit #29 Oxford Towne Court, 137 Oxford Road, of the Oxford Villas property, from Respondent.

**ANSWER:** Respondent denies the allegations in paragraph 60 in the form stated. Respondent has never owned the Oxford Villas, and no one has ever leased an apartment in the Oxford Apartments from Respondent. Respondent admits that Ms. Saladin entered into a contract with the owner to lease the apartment as stated in the complaint.

61. On or about June 12, 2008, Sharon A. Montana entered into a contract to lease Apartment unit #31 Oxford Towne Court, of the Oxford Villas property, from Respondent.

**ANSWER:** Respondent denies the allegations in paragraph 61 in the form stated. Respondent has never owned the Oxford Villas, and no one has ever leased an apartment in the Oxford

Apartments from Respondent. Respondent admits that Ms. Montana entered into a contract with the owner to lease the apartment as stated in the complaint.

62. On or about February 13, 2009, Jeanne S. Youngkrans entered into a contract to lease Apartment unit #41 Oxford Towne Court, of the Oxford Villas property, from Respondent.

**ANSWER:** Respondent denies the allegations in paragraph 62 in the form stated. Respondent has never owned the Oxford Villas, and no one has ever leased an apartment in the Oxford Apartments from Respondent. Respondent admits that Ms. Youngkrans entered into a contract with the owner to lease the apartment as stated in the complaint.

63. On or about February 1, 2009, Toni J. Thompson entered into a contract to lease Apartment unit #114 Harrogate Road, of the Oxford Villas property, from Respondent.

**ANSWER:** Respondent denies the allegations in paragraph 63 in the form stated. Respondent has never owned the Oxford Villas, and no one has ever leased an apartment in the Oxford Apartments from Respondent. Respondent admits that Ms. Thompson entered into a contract with the owner to lease the apartment as stated in the complaint.

64. On or about August 13, 2008, Peter and Julia Schenk entered into a contract to lease Apartment unit #88 Harrogate Road, of the Oxford Villas property, from Respondent.

**ANSWER:** Respondent denies the allegations in paragraph 64 in the form stated. Respondent has never owned the Oxford Villas, and no one has ever leased an apartment in the Oxford

Apartments from Respondent. Respondent admits that the Schenks entered into a contract with the owner to lease the apartment as stated in the complaint.

65. Each of the persons leasing the apartments in paragraphs 10 -19, 24 - 35, 40 - 50, and 55-64, above, is a “lessee” of target housing as that term is defined at 40 C.F.R.§ 745.103.

**ANSWER:** The allegations in paragraph 65 state a legal conclusion to which no answer is required; on this basis, Respondent denies those allegations.

66. None of the lease transactions listed in paragraph 65, above, constitutes an exempt transaction pursuant to 40 C.F.R. § 745.101.

**ANSWER:** The allegations in paragraph 66 state a legal conclusion to which no answer is required; on this basis, Respondent denies those allegations.

#### COUNT 1

##### **Lead Warning Statement**

67. Paragraphs 1 through 66 are realleged and incorporated as if fully set forth herein.

**ANSWER:** Paragraphs 1 through 66 of this Answer are realleged and incorporated as if fully set forth herein.

68. Under 40 C.F.R. § 745.113(b)(1), the lessor shall include in each contract to lease target housing, as an attachment or within the contract, a “Lead Warning Statement” which is set forth in the regulation.



**ANSWER:** The allegations in paragraph 68 state a legal conclusion to which no answer is required; on this basis, Respondent denies those allegations. Furthermore, the regulation cited in the complaint speaks for itself.

69. Pursuant to 40 C.F.R. § 745.115, each agent is required to ensure that the lessor has performed all of the activities required under 40 C.F.R § 745.113 or to personally ensure compliance with 40 C.F.R. § 745.113.

**ANSWER:** The allegations in paragraph 69 state a legal conclusion to which no answer is required; on this basis, Respondent denies those allegations. Furthermore, the regulations cited in the complaint speak for themselves.

70. Upon information and belief, Respondent acted as the agent for the lease of target housing units listed in paragraphs 10—19, 24 - 35, 40 - 50, and 55 - 64, above.

**ANSWER:** The allegations in paragraph 70 state a legal conclusion to which no answer is required; on this basis, Respondent denies those allegations.

71. For the real estate transactions for the rental of the target housing units described in paragraph 70 above, the contract to lease did not contain a Lead Warning Statement nor was the statement attached to the contract for lease.

**ANSWER:** Respondent admits the allegations in paragraph 71 of the Complaint.

72. Failure to include a Lead Warning Statement in the contract to lease is a violation of 40 C.F.R. § 745.113(b)(1).

**ANSWER:** The allegations in paragraph 72 state a legal conclusion to which no answer is required; on this basis, Respondent denies those allegations. Furthermore, the regulation cited in the complaint speaks for itself.

73. Respondent's failures to ensure that the lessor has performed all of the activities required under 40 C.F.R. § 745.113(b)(1) or to personally ensure compliance with 40 C.F.R. § 745.113(b)(1) constitute failures or refusals to comply with 40 C.F.R. § 745.115(a)(2) which are violations of 42 U.S.C. § 4852d(b)(5) and of § 409 of TSCA, 15 U.S.C. §2689.

**ANSWER:** The allegations in paragraph 73 state a legal conclusion to which no answer is required; on this basis, Respondent denies those allegations. Furthermore, the regulations and statutes cited in the complaint speak for themselves.

## COUNT 2

### **Statement by the Lessor Disclosing Known Lead-Based Paint**

74. Paragraphs 1 through 66 are realleged and incorporated as if fully set forth herein.

**ANSWER:** Paragraphs 1 through 73 of this Answer are realleged and incorporated as if fully set forth herein.

75. Under 40 C.F.R. § 745.113(b)(2), the lessor shall include in each contract to lease target housing, as an attachment or within the contract, a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards or indicating no knowledge of such presence.

**ANSWER:** The allegations in paragraph 75 state a legal conclusion to which no answer is required; on this basis, Respondent denies those allegations. Furthermore, the regulation cited in the complaint speaks for itself.

76. Pursuant to 40 C.F.R. § 745.115, each agent is required to ensure that the lessor has performed all of the activities required under 40 C.F.R. § 745.113 or to personally ensure compliance with 40 C.F.R. § 745.113.

**ANSWER:** The allegations in paragraph 76 state a legal conclusion to which no answer is required; on this basis, Respondent denies those allegations. Furthermore, the regulations cited in the complaint speak for themselves.

77. Upon information and belief, Respondent acted as the agent for the lease of target housing apartments listed in paragraphs 10 -19, 24 - 35, 40 - 50, and 55 - 64, above.

**ANSWER:** The allegations in paragraph 77 state a legal conclusion to which no answer is required; on this basis, Respondent denies those allegations.

78. For the real estate transactions for the rental of the apartments described in paragraph 77, above, a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards or indicating no knowledge of such presence was not included within nor attached to the contracts to lease, at the time of leasing.

**ANSWER:** Respondent admits the allegations in paragraph 78 of the complaint.

79. Failures to include or attach a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards or indicating no knowledge of such presence to the contract to lease are violations of 40 C.F.R. § 745.113(b)(2).

**ANSWER:** The allegations in paragraph 79 state a legal conclusion to which no answer is required; on this basis, Respondent denies those allegations. Furthermore, the regulations cited in the complaint speak for themselves.

80. Respondent's failures to ensure that the lessor has performed all of the activities required under 40 C.F.R. § 745.113(b)(2) or to personally ensure compliance with 40 C.F.R. § 745.113(b)(2), constitute failures or refusals to comply with 40 C.F.R. § 745.115(a)(2), which are violations of 42 U.S.C. § 4852d(b)(5) and of § 409 of TSCA, 15 U.S.C. § 2689.

**ANSWER:** The allegations in paragraph 80 state a legal conclusion to which no answer is required; on this basis, Respondent denies those allegations. Furthermore, the statutes and regulations cited in the complaint speak for themselves.

### COUNT 3

#### **List of Records or Reports Pertaining to Lead-Based Paint**

81. Paragraphs 1 through 66 are realleged and incorporated as if fully set forth herein.

**ANSWER:** Paragraphs 1 through 80 of this Answer are realleged and incorporated as if fully set forth herein.

82. Under 40 C.F.R. § 745.113(b)(3), the lessor shall include in each contract to lease target housing, as an attachment or within the contract, a list of any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards that have been provided to the lessee, or an indication that no such records or reports are available.

**ANSWER:** The allegations in paragraph 82 state a legal conclusion to which no answer is required; on this basis, Respondent denies those allegations. Furthermore, the regulations cited in the complaint speak for themselves.

83. Pursuant to 40 C.F.R. § 745.115, each agent required to ensure that the lessor has performed all of the activities required under 40 C.F.R. § 745.113 or to personally ensure compliance with 40 C.F.R. § 745,113.

**ANSWER:** The allegations in paragraph 83 state a legal conclusion to which no answer is required; on this basis, Respondent denies those allegations. Furthermore, the regulations cited in the complaint speak for themselves.

84. Upon information and belief, Respondent acted as the agent for the lease of target housing apartments listed in paragraphs 10 — 19, 24 — 35, 40 — 50, and 55 - 64, above.

**ANSWER:** The allegations in paragraph 84 state a legal conclusion to which no answer is required; on this basis, Respondent denies those allegations.

85. For the real estate transactions for the rental of the apartments described in paragraph 84, above, a list of any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards that have been provided to the lessees, or an indication that no such records or reports are available, was not attached to the contracts to lease, at the time of leasing.

**ANSWER:** Respondent admits the allegations in paragraph 85.

86. Failures to include or attach to the contract to lease a list of any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards that have been provided to the lessee, or to indicate that no such records or reports are available, are violations of 40 C.F.R. § 745.113(b)(3).

**ANSWER:** The allegations in paragraph 86 state a legal conclusion to which no answer is required; on this basis, Respondent denies those allegations. Furthermore, the regulations cited in the complaint speak for themselves.

87. Respondent's failures to ensure that the lessor has performed all of the activities required under 40 C.F.R. § 745.113(b)(3), or to personally ensure compliance with 40 C.F.R. § 745.113(b)(3), constitute failures or refusals to comply with 40 C.F.R. § 745.115(a)(2), which are violations of 42 U.S.C. § 4852d(b)(5) and of § 409 of TSCA, 15 U.S.C. § 2689.

**ANSWER:** The allegations in paragraph 87 state a legal conclusion to which no answer is required; on this basis, Respondent denies those allegations. Furthermore, the regulations and statutes cited in the complaint speak for themselves.

#### COUNT 4

##### **Lessee's Receipt of Information**

88. Paragraphs 1 through 66 are realleged and incorporated as if fully set forth herein.

**ANSWER:** Paragraphs 1 through 87 of this Answer are realleged and incorporated as if fully set forth herein.

89. Under 40 C.F.R. § 745.113(b)(4), each contract to lease target housing shall include, as an attachment or within the contract, a statement by the lessee affirming the receipt of:

(1) the lessor's statement disclosing the presence of known lead-based paint (or indicating no knowledge); (2) the list of any records or reports available to the lessor pertaining to lead-based paint; and (3) the lead hazard information pamphlet.

**ANSWER:** The allegations in paragraph 89 state a legal conclusion to which no answer is required; on this basis, Respondent denies those allegations. Furthermore, the regulations cited in the complaint speak for themselves.

90. Pursuant to 40 C.F.R. § 745.115, each agent is required to ensure that the lessor has performed all of the activities required under 40 C.F.R. § 745.113 or to personally ensure compliance with 40 C.F.R. § 745.113.

**ANSWER:** The allegations in paragraph 90 state a legal conclusion to which no answer is required; on this basis, Respondent denies those allegations. Furthermore, the regulations cited in the complaint speak for themselves.

91. Upon information and belief, Respondent acted as the agent for the lease of target housing apartments listed in paragraphs 10 — 19, 24 - 35, 40 - 50, and 55 - 64, -above.

**ANSWER:** The allegations in paragraph 91 state a legal conclusion to which no answer is required; on this basis, Respondent denies those allegations.

92. For the real estate transactions for the rental of the apartments described in paragraph 91, above, the contracts did not contain within the contracts nor as an attachment, the statement described in paragraph 89, above, at the time of leasing.

**ANSWER:** Respondent admits the allegations in paragraph 92 of the complaint.

93. Failures of the contracts to contain the statement described in paragraph 89 above [constitute] violations of 40 C.F.R. § 745.113(b)(4).

**ANSWER:** The allegations in paragraph 93 state a legal conclusion to which no answer is required; on this basis, Respondent denies those allegations. Furthermore, the regulations cited in the complaint speak for themselves.

94. Respondent's failures to ensure that the lessor has performed all of the activities required under 40 C.F.R. § 745.113(b)(4) or to personally ensure compliance with 40 C.F.R. § 745.113(b)(4), constitute failures or refusals to comply with 40 C.F.R. § 745.115(a)(2), which are violations of 42 U.S.C. § 4852d(b)(5) and of § 409 of TSCA, 15 U.S.C. § 2689.

**ANSWER:** The allegations in paragraph 94 state a legal conclusion to which no answer is required; on this basis, Respondent denies those allegations. Furthermore, the regulations and statutes cited in the complaint speak for themselves.

COUNT 5

**Lessor, Agent and Lessee Certification Statement**

95. Paragraphs 1 through 66 are realleged and incorporated as if fully set forth herein.

**ANSWER:** Paragraphs 1 through 95 of this Answer are realleged and incorporated as if fully set forth herein.

96. Under 40 C.F.R. § 745.113(b)(6), each contract to lease target housing shall include, as an attachment or within the contract, the signatures of the lessors, agents, and lessees certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature.



**ANSWER:** The allegations in paragraph 96 state a legal conclusion to which no answer is required; on this basis, Respondent denies those allegations. Furthermore, the regulations cited in the complaint speak for themselves.

97. Pursuant to 40 C.F.R. § 745.115, each agent is required to ensure that the lessor has performed all of the activities required under 40 C.F.R. § 745.113 or to personally ensure compliance with 40 C.F.R. § 745.113.

**ANSWER:** The allegations in paragraph 97 state a legal conclusion to which no answer is required; on this basis, Respondent denies those allegations. Furthermore, the regulations cited in the complaint speak for themselves.

98. Upon information and belief, Respondent acted as the agent for the lease of target housing apartments listed in paragraphs 10 — 19, 24 — 35, 40 - 50, and 55 - 64, above.

**ANSWER:** The allegations in paragraph 98 state a legal conclusion to which no answer is required; on this basis, Respondent denies those allegations.

99. For the real estate transactions for the rental of the apartments described in paragraph 98, above, the contracts did not contain signatures of the lessor, agents, or lessees certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature, at the time of leasing.

**ANSWER:** Respondent admits the allegations in paragraph 99.

100. Failures of the contracts to include the signatures of the lessors, agents, and lessees, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of the signature, are violations of 40 C.F.R. § 745.113(b)(6).

**ANSWER:** The allegations in paragraph 100 state a legal conclusion to which no answer is required; on this basis, Respondent denies those allegations. Furthermore, the regulations cited in the complaint speak for themselves.

101. Respondent's failures to ensure that the lessor has performed all of the activities required under 40 C.F.R. § 745.113(b)(6), or to personally ensure compliance with 40 C.F.R. § 745.113(b)(6), constitute failures or refusals to comply with 40 C.F.R. § 745.115(a)(2), which are violations of 42 U.S.C. § 4852d(b)(5) and of § 409 of TSCA, 15 U.S.C. §2689.

**ANSWER:** The allegations in paragraph 101 state a legal conclusion to which no answer is required; on this basis, Respondent denies those allegations. Furthermore, the regulations and statutes cited in the complaint speak for themselves.

#### **FIRST AFFIRMATIVE DEFENSE**

The complaint fails to state a claim on which relief can be granted.

#### **SECOND AFFIRMATIVE DEFENSE**

The claims in the complaint are barred in part by the applicable statute of limitations and/or the doctrine of laches.

#### **THIRD AFFIRMATIVE DEFENSE**

The complaint improperly alleges multiple separate violations for the same alleged offenses.

#### FOURTH AFFIRMATIVE DEFENSE

The proposed penalties exceed the amount permitted under 40 C.F.R. § 745.118(f).

#### FIFTH AFFIRMATIVE DEFENSE

The proposed penalties do not properly account for mitigating factors including but not limited to Respondent's prior history of compliance with lead paint disclosure rules; the effect of this penalty on Respondent's ability to continue doing business; and, upon information and belief, the absence of lead paint from certain of the properties cited in the Complaint.

**WHEREFORE**, the Respondent **demands a hearing** and demands judgment as follows:

- (a) denying and dismissing the Petition;
- (b) for the costs and disbursements of this action; and
- (c) for such other relief as this Agency deems proper.

Dated: March 29, 2012



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TO:

**Dore LaPosta**  
Director,  
Division of Enforcement and  
Compliance Assistance  
U.S. Environmental Protection  
Agency - Region 2

**Regional Hearing Clerk**  
U.S. Environmental Protection Agency  
Region 2  
290 Broadway, 16<sup>th</sup> Floor  
New York, NY 10007-1866

UNITED STATE ENVIRONMENTAL PROTECTION AGENCY  
Region 2

-----X

In the Matter of

**CRM Rental Management, Inc.,**

**AFFIDAVIT OF SERVICE**

Respondent.

Docket No.  
TSCA-02-2012-9268

Proceeding under Section 16(a) of  
the Toxic Substance Control Act.

-----X

STATE OF NEW YORK        )  
COUNTY OF ONONDAGA    ) SS:

**Monique Allen**, being duly sworn, deposes and says that she is not a party to the action or proceeding, is over 21 years of age and resides in Manlius, New York and that she caused to be served the within CRM's answer to complaint, including a demand for hearing on:

Dora LaPosta  
Director, Division of Enforcement and Compliance Assistance  
U.S. Environmental Protection Agency, Region 2  
290 Broadway  
New York, NY 10007-1866

on the 29<sup>th</sup> day of March 2012, through the services of Federal Express, Overnight Delivery, by depositing a true and correct copy of the same properly enclosed in a Federal Express wrapper, in a Federal Express depository located in Syracuse, New York, directed to the said individual above listed, that being the address designated by her for that purpose upon the preceding papers in this action.

*Monique Allen*  
Monique Allen

Sworn and subscribed to before  
me this 29<sup>th</sup> day of March, 2012.

*Neil J. Smith*  
Notary Public

**NEIL J. SMITH**  
Notary Public, State of New York  
Qualified in Onondaga County  
No. 01SM6045545  
Commission Expires July 31, 2014

{M0208348.1 }

REGIONAL HEARING  
CLERK  
2012 MAR 30 A 10:51  
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PROTECTION AGENCY-REG. II