



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 2
290 BROADWAY
NEW YORK, NEW YORK 10007

SEP 18 2008

U.S. ENVIRONMENTAL
PROTECTION AGENCY-REGION 2
2008 SEP 18 PM 3:19
REGIONAL HEARING
CLERK

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Charles Reyher, President
Audubon Communities Management, LLC
1000 S. Lenola Street
Maple Shade, New Jersey 08052-1630

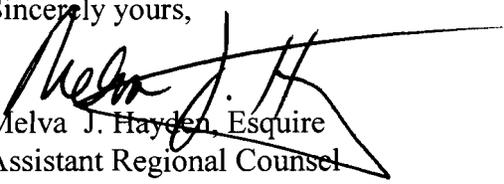
Re: In the Matter of **Audubon Communities Management, LLC**
Docket No. TSCA-02-2007-9168

Dear Mr. Reyher:

Enclosed is a fully executed Consent Agreement and Final Order that resolves the above referenced matter. Please note that payment of the civil penalty assessed shall be made in accordance with the schedule therein.

I wish to thank you, Ms. Shields, and your Counsel, Mr. Derek Reed, for the cooperation and assistance given to bring this matter to a mutually satisfactory resolution.

Sincerely yours,


Melva J. Hayden, Esquire
Assistant Regional Counsel
Office of Regional Counsel
Water and General Law Branch/Waste and Toxic Substance Branch

Enclosures

cc: Karen Maples, Regional Hearing Clerk
Derek D. Reed, Esq. - Levy, Erlich & Petriello

bcc: Laura Livingston, DECA/PTSB
L. Hall, DECA/PTSB
Blake Edwards, CFC
M. Hayden, ORC/WGLB/WTSB
B. McGarry, DECA/IO

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2

U.S. ENVIRONMENTAL
PROTECTION AGENCY-REGION 2
2007 SEP 18 PM 3:19
REGIONAL HEARING
OFFICE

----- X
In the Matter of :
 :
Audubon Communities Management, LLC, : **CONSENT AGREEMENT AND**
 : **FINAL ORDER**
 :
Respondent. : Docket No.
 : TSCA-02-2007-9168
 :
Proceeding under Section 16(a) of :
the Toxic Substances Control Act. :
----- X

PRELIMINARY STATEMENT

This administrative proceeding for the assessment of a civil penalty was initiated pursuant to Section 16(a) of the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2615(a). On September 18, 2007, Complainant in this proceeding, the Director of the Division of Enforcement and Compliance Assistance, United States Environmental Protection Agency, Region 2 ("EPA"), issued a Complaint and Notice of Opportunity for Hearing to Respondent Audubon Communities Management, LLC ("Respondent"), with a primary place of business located at 15 West 39th Street, New York, New York 10018. Respondent subsequently informed EPA that its primary place of business is located instead at 1000 S. Lenola Street, Maple Shade, New Jersey 08052-1630. On November 30, 2007, Complainant effected service of the September 18, 2007 Complaint upon Respondent with a Supplemental Certificate of Service at its office in Maple Shade, New Jersey.

The Complaint alleged that Respondent, acting as an agent, failed to ensure compliance with 40 C.F.R. Sections 745.113(b)(1), 745.113(b)(2), 745.113(b)(3), 745.113(b)(4) and 745.113(b)(6) during the years 2005 through 2007, by leasing target housing without providing: a lead warning statement; a statement disclosing any knowledge of lead-based paint; a list of any existing records or reports pertaining to lead-based paint; and/or obtaining verification of the receipt of information by the lessees, and/or signatures and the dates of signature of the lessors, agents, or lessees certifying to the accuracy of their statements. These failures or refusals, by an agent, to ensure compliance with the regulations cited constitute failures or refusals to comply with 40 C.F.R. § 745.115(a)(2), which are violations of 42 U.S.C. Section 4852d(b)(5) and § 409 of TSCA, 15 U.S.C. § 2689.

Complainant and Respondent agree that settling this matter by entering into this Consent Agreement and Final Order (“CA/FO”), pursuant to 40 C.F.R. Section 22.18(b)(2) and (3) of the revised Consolidated Rules of Practice, is an appropriate means of resolving this matter without further litigation.

FACTUAL ALLEGATIONS

1. Respondent, acting as an agent, leased target housing apartments to numerous tenants between 2005 through 2007 as set forth in the Complaint described above.
2. The subject Complaint alleges Respondent leased target housing without providing or ensuring the provision of a lead warning statement, a statement disclosing any knowledge of lead-based paint, a list of any existing records or reports pertaining to lead-based paint, and/or without obtaining verification of the lessees’ receipt of the required information, and/or certification statements by the lessor, agent or lessee.

3. Based on these alleged failures, EPA contends Respondent committed violations of 40 C.F.R. Section 745.115(a), including alleged violations of 42 U.S.C. Section 4852d(b)(5) and Section 409 of TSCA, 15 U.S.C. § 2689.

CONSENT AGREEMENT

In lieu of costly and protracted litigation, and pursuant to Section 22.18 of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation or Suspension of Permits, 40 C.F.R. § 22.18, it is hereby agreed, and accepted by Respondent that it shall hereafter the effective date of the Final Order incorporating this Consent Agreement comply with the following terms:

1. Respondent shall comply with the applicable requirements of TSCA, and its implementing regulations set forth at 40 C.F.R. Part 745, Subpart F, with respect to all target housing it leases, sells, or acts as an agent in a lease or sale.

2. For the purposes of this proceeding, Respondent: (a) admits the jurisdictional allegations of the Complaint; and (b) neither admits nor denies the specific factual allegations in the Complaint; and (c) neither admits nor denies the Factual Allegations in this Consent Agreement.

3. Respondent shall pay a civil penalty to EPA in the total amount of Nine Thousand Five Hundred Dollars (\$ 9,500). Such payment shall be made by cashier's or certified check or by Electronic Fund Transfer (EFT). If the payment is made by check, then the check shall be made payable to the **"Treasurer, United States of America,"** and shall be mailed to:

U.S. Environmental Protection Agency
Fines and Penalties

Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

The check shall be identified with a notation thereon: ***IN THE MATTER OF AUDUBON COMMUNITIES MANAGEMENT, LLC.***, and shall bear thereon the Docket Number ***TSCA-02-2007-9168***. If Respondent chooses to make the payment by EFT, then Respondent shall provide the following information to its remitter bank:

- 1) Amount of Payment
- 2) SWIFT address: FRNYUS33, 33 Liberty Street, New York, NY 10045.
- 3) Account Code for Federal Reserve Bank of New York receiving payment: 68010727.
- 4) Federal Reserve Bank of New York ABA routing number: 021030004.
- 5) Field Tag 4200 of the Fedwire message should read “ D68010727 Environmental Protection Agency.”
- 6) Name of Respondent: **Audubon Communities Management, LLC.**
- 7) Case Number: **TSCA-02-2007-9168.**

Whether the payment is made by check or by EFT, the Respondent shall promptly thereafter furnish reasonable proof that such payment has been made to:

Melva Hayden, Esq.
Assistant Regional Counsel
Environmental Protection Agency, Region 2
290 Broadway, 16th Floor
New York, New York 10007-1866

and

Karen Maples, Regional Hearing Clerk
Environmental Protection Agency, Region 2
290 Broadway, 16th Floor
New York, New York 10007-1866

Payment must be received at the above address on or before 45 calendar days after the date of signature of the Final Order, which is located at the end of this CA/FO and shall hereafter be referred to as “due date”. Payment which is untimely or not made is subject to the following penalties:

- a. Failure to pay the penalty in full according to the above provisions will result in referral of this matter to the United States Department of Justice or the United States Department of the Treasury for collection.
- b. Furthermore, if payment is not received on or before the due date, interest will be assessed at the annual rate established by the Secretary of the Treasury pursuant to the Debt Collection Act, 31 U.S.C. § 3717, on the overdue amount from the due date through the date of payment. In addition, a late payment handling charge of fifteen dollars (\$15.00) will be assessed for each thirty (30) day period (or any portion thereof) following the due date in which the balance remains unpaid.
- c. A 6% per annum penalty also will be applied on any principal amount not paid within 90 days of the due date.
- d. The effective date of this Consent Agreement and Final Order shall be the date of filing with the Regional Hearing Clerk, U.S. E.P.A. Region 2, New York, New York.

Supplemental Environmental Project (SEP)

4. Respondent shall complete the following Door Replacement SEP, which the parties agree is intended to secure significant environmental or public health protection and improvements and is voluntary in nature. The SEP shall involve rear exterior apartment door replacement through the removal and replacement of approximately one hundred nineteen (119) existing exterior apartment doors with new doors and door jambs (Door Replacement SEP) at the Audubon Place property, located at 216 Branch Brook Drive, Belleville, New Jersey. The removal of existing exterior apartment doors and installation of new doors and door jambs in the subject property apartment units will provide immediate and tangible environmental benefits as a

result of reduced exposure to potential lead-based paint hazards. Specifically, the SEP will prevent pollution by removing doors that can contribute to lead-based paint dust, thereby directly reducing the potential for lead-based paint hazards or poisoning and increasing protection of human health, as the new doors will be free of lead. The Door Replacement SEP shall be performed as described in, and pursuant to, the scope of work (“Scope of Work”), herein attached as Attachment A.

5. Respondent shall conduct the Door Replacement SEP as an abatement in compliance with EPA regulations set forth at 40 C.F.R. § 745.227, the Department of Housing and Urban Development (HUD) Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (June 1995, as revised), and all applicable state regulations. The Door Replacement SEP shall be executed by individuals certified to perform such work in accordance with the applicable EPA regulations.

6. Subsequent to the door replacement, and as part of the Door Replacement SEP, respondent shall have lead clearance testing performed by a certified risk assessor. The door replacement and lead clearance sampling may not be performed by the same individual or entity.

7. Respondent shall complete the Door Replacement SEP at Audubon Place, 216 Branch Brook Drive, Belleville, New Jersey no later than twelve (12) months after the date of signature of the Final Order by the Regional Administrator.

8. The total expenditure for the Door Replacement SEP shall be no less than One Hundred and Thirty-Eight Thousand Dollars (\$138,000) in accordance with the specifications set forth in the Scope of Work. Respondent shall provide documentation to the EPA of the expenditures made in connection with the SEP as part of the SEP Completion Report.

9. Respondent certifies, as of the date of Respondent's signing of this Consent Agreement, that Respondent is not otherwise required, by virtue of any local, state or federal statute, regulation, order, consent decree or other law, to perform the tasks specified in Paragraphs 4 - 6, above, of this section. Respondent further certifies that Respondent has not already received, and is not currently negotiating to receive, credit in any other enforcement action for any of these same tasks. Furthermore, Respondent certifies that it will not use federal funding to finance performance of these same tasks.

10. For Federal Income Tax purposes, Audubon Communities Management, LLC agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP.

11. If in the future EPA believes that any of the information certified to, pursuant to Paragraph 9 above and/or 19, below, was inaccurate, EPA will so advise Respondent of its beliefs and its basis, and will afford Respondent or its counsel an opportunity to submit comments to EPA. If EPA then determines that the certification was inaccurate, Respondent shall pay an additional penalty in the amount of One Hundred Thirty-Eight Thousand Dollars (\$138,000) within sixty (60) days of receipt of EPA's determination. This payment shall not preclude EPA from initiating a separate criminal investigation pursuant to 18 U.S.C. § 1001, et seq., or any other applicable law.

SEP Reports

12. Respondent shall submit SEP Status Reports to EPA every three (3) months, beginning three (3) months following the date of signature of the Final Order by the Regional

Administrator and continuing until the SEP Completion Report is accepted by EPA. The SEP Status Report shall summarize the progress to date toward completion of the SEP.

13. Respondent shall submit the SEP Completion Report to EPA within one (1) month of completion of the SEP activities and no more than twelve (12) months following the date of signature of the Final Order by the Regional Administrator. The SEP Completion Report shall contain the following information:

- a. a detailed description of the SEP as implemented, including photographs;
- b. a clearance testing report giving sampling locations, sample results, and documentation of analytical quality assurance/quality control;
- c. itemized costs of goods and services used to complete the Door Replacement SEP documented by copies of invoices, purchase orders, or canceled checks that specifically identify and itemize the individual costs of the goods and services;
- d. itemized costs of services used to complete the lead clearance testing portion of the Door Replacement SEP documented by copies of invoices or canceled checks that specifically identify and itemize the costs of the services;
- e. certification that the individuals who performed the door replacement and the individuals who performed the lead clearance testing are certified to perform such work in accordance with the Residential Lead-Based Paint Hazard Reduction Act;
- f. certification that the Door Replacement SEP, including the lead clearance testing, has been completed pursuant to the provisions of this Consent Agreement and Order; and
- g. a description of the environmental and public health benefits resulting from implementation of the SEP.

14. Respondent shall submit any additional reports required by the Scope of Work to EPA in accordance with the schedule and requirements recited therein.

15. Respondent agrees that failure to submit the SEP Completion Report, or any periodic report as required by Paragraphs 12, 13 and 14, above, shall be deemed a violation of this CA/FO and Respondent shall become liable for stipulated penalties pursuant to Paragraph 21, below.

16. Respondent shall submit all notices and reports required by this CA/FO by first class mail to:

Laura Livingston, Lead Team
Pesticides and Toxic Substance Branch, MS-225
Division of Enforcement and Compliance Assistance
U.S. Environmental Protection Agency - Region 2
2890 Woodbridge Avenue
Edison, New Jersey 08837

17. In itemizing its costs in the SEP Completion Report, Respondent shall clearly identify and provide acceptable documentation for all eligible SEP costs. Where the SEP Completion Report includes costs not eligible for SEP credit, those costs must be clearly identified as such. For purposes of this Paragraph, "acceptable documentation" includes invoices, purchase orders, receipts, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment has been made. Canceled drafts do not constitute acceptable documentation unless such drafts specifically identify and itemize the individual costs of the goods and/or services for which payment is being made.

18. Respondent agrees that EPA and its authorized representatives may inspect the SEP site at any time with reasonable notice in order to confirm that the SEP is being undertaken and maintained in conformity with the representations made herein.

19. Respondent shall maintain legible copies of documentation for any and all documents or reports submitted to EPA pursuant to this CA/FO, for a period of five (5) years from the date of signature by the Regional Administrator of the Final Order, and shall provide the documentation to EPA not more than seven days after a request for such information. In all documents or reports, including, without limitation, the SEP Completion Report, and any other SEP reports submitted to EPA pursuant to this CA/FO, Respondent's authorized representative shall sign and certify under penalty of law that the information contained in such document or report is true, accurate, and not misleading by signing the following statement:

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe 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.

20. Following receipt of the SEP Completion Report, EPA will either:
- a. provide written acceptance of the Report; or
 - b. reject the Report, notify the Respondent in writing of questions EPA has and/or deficiencies in the Report or in the implementation of the SEP, and grant Respondent an additional short period of time, which shall be reasonable under the then-existing circumstances (at a minimum 30 days) in which to answer EPA's questions and/or to correct any deficiencies in the Report or the implementation of the SEP; or
 - c. if the Report was previously submitted and remains deficient and/or implementation of the SEP remains deficient, reject the Report in writing and find Respondent in violation of this CA/FO, for which Respondent shall be liable for stipulated penalties pursuant to Paragraph 21, below.

21. Stipulated Penalties for Failure to Complete SEP or Failure to Expend Sufficient Funds in Performance of the SEP.

- a. In the event that Respondent fails to comply with any of the terms or provisions of this CA/FO relating to the performance of the SEP described in Paragraphs 4 - 6, above, and/or to the extent that the actual expenditures for the SEP do not equal or exceed the amount required to be spent pursuant to Paragraph 8, above, Respondent shall be liable for stipulated penalties according to the provisions set forth below:
- (i) If the SEP has not been completed satisfactorily pursuant to this CA/FO, Respondent shall pay a stipulated penalty to the United States in the amount of One Hundred Thirty-Eight Thousand Dollars (\$138,000).
 - (ii) If the SEP is completed in accordance with Paragraphs 4 - 6, above, but Respondent spent less than 90 percent of the amount of money required to be spent in Paragraph 8, above, Respondent shall pay a stipulated penalty to the United States in the amount of Thirteen Thousand Eight Hundred Dollars (\$13,800), plus the difference between 90 percent of the amount of money required to be spent for the project, and the actual amount spent for the project.
 - (iii) For failure to submit the SEP Completion Report required by Paragraph 13, above, Respondent shall pay a stipulated penalty in the amount of one hundred dollars (\$100.00) for each day after the Report due date until the Report is submitted.
 - (iv) For failure to submit any other report required by Paragraphs 12, 13 or 14, above, Respondent shall pay a stipulated penalty in the amount of one hundred

dollars (\$100.00) for each day after the report due date until the report is submitted.

- b. The determinations of whether Respondent has complied with the terms of this CA/FO and whether the SEP has been satisfactorily completed, and whether Respondent has made a good faith, timely effort to implement the SEP shall be in the sole discretion of EPA.
- c. Stipulated penalties in Subparagraphs 21 (a) (iii) and (iv), above, shall begin to accrue on the day after performance is due, and shall continue to accrue through the final day of the completion of the activity.
- d. Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties. The method of payment shall be in accordance with the provisions of Paragraph 3, above. Interest and late charges shall be paid as stated in Paragraph 3, above.

22. After receipt of a demand from EPA for a stipulated penalty pursuant to the preceding Paragraph, Respondent shall have fifteen (15) calendar days in which to provide EPA with a written explanation of why it believes that a stipulated penalty is not appropriate for the cited violation(s) of this CA/FO (including any technical, financial or other information that Respondent deems relevant).

23. The Complainant may, in his or her sole discretion, reduce or waive any stipulated penalty that has accrued if Respondent has in writing demonstrated to Complainant's satisfaction good cause for such action. If, after review of Respondent's explanation pursuant to the preceding Paragraph, Complainant determines that Respondent failed to comply with the provisions of this CA/FO, and Complainant does not, in his or her sole discretion, eliminate the

stipulated penalty demanded by EPA, Complainant will notify Respondent in writing that either the full stipulated penalty or a reduced stipulated penalty must be paid by Respondent.

Respondent shall pay the stipulated penalty amount indicated in Complainant's notification within forty five (45) calendar days of its receipt of said notification.

24. Any public statement, oral or written, in print, film, or other media, made by Respondent making reference to the SEP shall include the following language, "This project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency under Section 409 of the Toxic Substances Control Act, 15 U.S.C. § 2689."

25. This Consent Agreement and Final Order shall not relieve Respondent of its obligation to comply with all applicable provisions of federal, state, or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit, nor shall it be construed to constitute EPA approval of any equipment, technology or structure installed or constructed by Respondent under the terms of this Agreement.

26. This Consent Agreement is being voluntarily and knowingly entered into by the parties to resolve (conditional upon full payment of the civil penalty herein and upon the accuracy of Respondent's certifications in this proceeding) the civil and administrative claims alleged in the Complaint in this matter. Nothing herein shall be read to preclude EPA or the United States, however, from pursuing appropriate injunctive or other equitable relief or criminal sanctions for any violation of law. Respondent has read the Consent Agreement, understands its terms, finds it to be reasonable and consents to the issuance and its terms. Respondent consents to the issuance of the accompanying Final Order. Respondent agrees that all terms of settlement are set forth herein.

27. Respondent has had an opportunity to review this matter at length with its counsel and explicitly and knowingly consents to the assessment of the civil penalty as set forth in this Consent Agreement, and agrees to pay the penalty in accordance with the terms of this Consent Agreement.

28. Respondent explicitly and knowingly waives its right to request or to seek any Hearing on the Complaint or on any of the allegations therein asserted, on the Factual Allegations therein, or on the accompanying Final Order.

29. Full payment of the penalty in a settlement pursuant to 40 C.F.R. § 22.18(b) shall only resolve Respondent's liability for Federal civil penalties for the violations and facts alleged in the Complaint.

30. Each undersigned signatory to this Consent Agreement certifies that he or she is duly and fully authorized to enter into and ratify this Consent Agreement and all the terms and conditions set forth in this Consent Agreement.

31. The provisions of this CA/FO shall be binding upon Respondent, its officers, directors, agents, servants, authorized representatives and successors or assigns.

32. Respondent waives any right it may have pursuant to 40 C.F.R. § 22.8 to be present during discussion with or to be served with and to reply to any memorandum or communication addressed to the Regional Administrator or the Deputy Regional Administrator where the purpose of such discussion, memorandum, or communication is to discuss a proposed settlement of this matter or to recommend that such official accept this Consent Agreement and issue the attached Final Order.

33. Each party hereto agrees to bear its own costs and fees in this matter.

34. Respondent consents to service upon Respondent by a copy of this Consent Agreement and Final Order by an EPA employee other than the Regional Hearing Clerk.

In the Matter of Audubon Communities Management, LLC
Docket No. TSCA-02-2007-9168

RESPONDENT:

Audubon Communities Management, LLC

BY: _____

(Authorized Signature)

NAME: _____

Andrew Schwarz

(PLEASE PRINT)

TITLE: _____

Member

DATE: _____

9-15-08

COMPLAINANT:

Dore LaPosta, Director

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

1 PATRICK DURANCE FOR DL

DATE: _____

SEPTEMBER 17, 2008

In the Matter of Audubon Communities Management, LLC
Docket No. TSCA-02-2007-9168

Attachment A – Door Replacement SEP

SCOPE OF WORK

In further developing and implementing the SEP, Respondent will complete the work detailed below:

- a. Submission of Work Plan - Respondent shall prepare a work plan outlining all steps in the Door Replacement SEP. Information shall include: identification of what exterior apartment doors will be replaced in the Audubon Place property at Branch Brook Drive, Belleville, New Jersey; what portion of the total exterior apartment doors at these properties are being replaced; what firm will replace the exterior apartment doors; a copy of the workplan or contract with the firm conducting the replacement; what firm will conduct the clearance testing; and what the anticipated timeframe for the total project will be. The work plan must be submitted to EPA and approved before work commences.
- b. Acquisition of Approximately One Hundred Nineteen (119) New Exterior Apartment Doors and Door Jambs - Respondent shall purchase and acquire approximately one hundred nineteen (119) new exterior apartment doors and door jambs. Respondent shall provide EPA with verifiable documentation of the costs of purchase of the new doors and door jambs.
- c. Removal of Existing Doors and Installation of New Doors - Respondent shall remove the existing exterior apartment doors and door jambs in the Audubon Place property at Branch Brook Drive, Belleville, New Jersey, and properly dispose of same, and install the approximately one hundred nineteen (119) new exterior apartment doors. Respondent shall conduct the Door Replacement SEP as an abatement in compliance with EPA regulations set forth at 40 C.F.R. §745.227, the Department of Housing and Urban Development (HUD) Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (June 1995, as revised) and all applicable state and local regulations. The Door Replacement SEP shall be executed by individuals certified to perform such work in accordance with the applicable EPA, state and local regulations. Respondent shall provide EPA with verifiable documentation of the costs of removal and disposal of the old exterior apartment doors, and installation of the new doors (including the cost of labor and materials).
- d. Confirmation New Doors and Door Jambs Are in Place - Respondent shall provide EPA with verifiable documentation (e.g., photos, etc.) that the new exterior apartment doors and door jambs are properly installed and operational.

- e. Lead Clearance Sampling - Subsequent to the door replacement, and as part of the Door Replacement SEP, Respondent shall perform lead clearance testing in units selected in accordance with HUD guidelines. Such clearance testing shall be performed only by a certified inspector or risk assessor, and shall follow the post-abatement clearance procedures set forth in 40 C.F.R. § 745.227 (e)(8).

- f. Project Schedule - Respondent shall complete the steps outlined above no later than twelve (12) months from the date of signature of the Order by the Regional Administrator.

**In the Matter of Audubon Communities Management, LLC,
Docket No. TSCA-02-2007-9168**

FINAL ORDER

The Regional Administrator of the U.S. Environmental Protection Agency, Region 2, ratifies the foregoing Consent Agreement. The Consent Agreement, entered into by the parties to this matter, is hereby approved, incorporated herein, and issued as an Order pursuant to Section 16(a) of the Toxic Substances Control Act and 40 C.F.R. § 22.18(b)(3). The effective date of this Order shall be the date of filing with the Regional Hearing Clerk, U.S. EPA, Region 2, New York, New York.

Alan J. Steinberg
Regional Administrator
U.S. Environmental Protection Agency - Region 2
290 Broadway
New York, NY 10007

DATE: _____


9/17/08

In the Matter of Audubon Communities Management, LLC
Docket No. TSCA-02-2007-9168

CERTIFICATE OF SERVICE

I certify that I have on this day caused to be sent the foregoing Consent Agreement and Final Order, bearing the above-referenced docket number, in the following manner to the respective addressees below:

Original and one copy by hand to:

Office of the Regional Hearing Clerk.
U.S. EPA- Region 2
290 Broadway, 16th floor
New York, New York 10007-1866

Copy by Pouch Mail:

The Honorable
Susan L. Biro
Chief Administrative Law Judge
U.S. Environmental Protection Agency
Mail Code 1900L
401 M Street, S.W.
Washington, DC 20460

Copy by Certified Mail Return Receipt Requested:

Derek D. Reed, Esq.
Levy, Ehrlich & Petriello, P.C.
60 Park Place, Suite 1016
Newark, NJ 07102

Dated: SEP 18 2008
New York, New York

