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Of Counsel:
Mary T. Cardier Paterson

Daniel J. Houlihan
(1923-2006)

January 4, 2008

Regional Hearing Clerk
U.S. EPA. Region III (3RC00)
1650 Arch Street
Philadelphia, PA 19103-2029

RE: In the matter of Scranton Products, Inc., et al.
Docket No. CAA-3-2008-0004

To Whom It May Concern:

Enclosed please find the Answer of Respondent, Hoffman and Kozlansky Realty Co., LLC, to the Administrative Complaint filed in the above matter. Please file the same in accordance with your usual procedures and return a time-stamped copy to me in the enclosed self-addressed stamped envelope.

If you have any questions, please feel free to contact me.

Very truly yours,

OLIVER, PRICE & RHODES


Karoline Mehalchick

KM/dpf/Encs.

Cc: Donna L. Mastro (w/enc.)
Bruce Postupak (w/enc.)
Christopher Hoffman (w/enc.)

**BEFORE THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029**

In the Matter of:
Scranton Products, Inc.
801 Corey Street
Scranton, PA 18505,

Hoffman and Kozlansky Realty Co.,
LLC
300 – A Brook Street
Scranton, PA 18505,

and

Wyoming S & P, Inc.
2143 White Haven Road
White Haven, PA 18661

RESPONDENTS

**ADMINISTRATIVE COMPLAINT AND
NOTICE OF OPPORTUNITY FOR
HEARING**

DOCKET NO. CAA-3-2008-0004

**ANSWER AND AFFIRMATIVE DEFENSES OF RESPONDENT,
HOFFMAN AND KOZLANSKY REALTY CO., LLC**

And now comes Respondent, HOFFMAN AND KOZLANSKY REALTY CO., LLC., by and through its counsel, Oliver, Price & Rhodes, and files the following ANSWER AND AFFIRMATIVE DEFENSES to the Administrative Complaint in this matter:

1. Denied. The allegations of this paragraph constitute conclusions of law and are therefore deemed denied.
2. Denied. The allegations of this paragraph constitute conclusions of law and are therefore deemed denied.

3. Denied. The allegations of this paragraph constitute conclusions of law and are therefore deemed denied.
4. Denied. The allegations of this paragraph constitute conclusions of law and are therefore deemed denied.
5. Denied. The allegations of this paragraph constitute conclusions of law and are therefore deemed denied.
6. Denied. The allegations of this paragraph constitute conclusions of law and are therefore deemed denied.
7. Denied. The allegations of this paragraph constitute conclusions of law and are therefore deemed denied.
8. Denied. The allegations of this paragraph constitute conclusions of law and are therefore deemed denied.
9. Denied. The allegations of this paragraph constitute conclusions of law and are therefore deemed denied.
10. Denied. The allegations of this paragraph constitute conclusions of law and are therefore deemed denied.
11. Denied. The allegations of this paragraph constitute conclusions of law and are therefore deemed denied.
12. Denied. The allegations of this paragraph constitute conclusions of law and are therefore deemed denied.
13. Denied. The allegations of this paragraph constitute conclusions of law and are therefore deemed denied.

14. Denied. The allegations of this paragraph constitute conclusions of law and are therefore deemed denied.
15. Denied. The allegations of this paragraph constitute conclusions of law and are therefore deemed denied.
16. Admitted.
17. Admitted.
18. Admitted.
19. Admitted.
20. Denied. Respondent, Hoffman and Kozlansky Realty Co., LLC ("H&K"), lacks the knowledge or information sufficient to form a belief as to the allegations of this paragraph and demands strict proof thereof at the time of trial.
21. Admitted in part; denied in part. It is admitted that since May 15, 2007, H&K has been the owner of the Facility. It is specifically denied that H&K controlled and supervised the Facility at all times.
22. Admitted in part; denied in part. It is admitted that prior to May 15, 2007, Scranton Products, Inc., was the owner of the facility. However, it is specifically denied that subsequent to May 15, 2007, Scranton Products, Inc., still controlled and supervised the facility, as it was no longer the owner of the facility.
23. Admitted.
24. Denied. The allegations of this paragraph constitute conclusions of law and are therefore deemed denied.

25. Denied. The allegations of this paragraph constitute conclusions of law and are therefore deemed denied.
26. Denied. Respondent, H&K, after reasonable investigation, lacks the knowledge sufficient to form a belief as to the allegations contained in this paragraph and demands strict proof thereof at the time of trial; therefore, said allegations are denied.
27. Denied. Respondent, H&K, after reasonable investigation, lacks the knowledge sufficient to form a belief as to the allegations contained in this paragraph and demands strict proof thereof at the time of trial; therefore, said allegations are denied. Furthermore, the allegations of this paragraph constitute conclusions of law and are therefore deemed denied.
28. Denied. Respondent, H&K, after reasonable investigation, lacks the knowledge sufficient to form a belief as to the allegations contained in this paragraph and demands strict proof thereof at the time of trial; therefore, said allegations are denied.
29. Denied. Respondent, H&K, after reasonable investigation, lacks the knowledge sufficient to form a belief as to the allegations contained in this paragraph and demands strict proof thereof at the time of trial; therefore, said allegations are denied.
30. Denied. Respondent, H&K, after reasonable investigation, lacks the knowledge sufficient to form a belief as to the allegations contained in this paragraph and demands strict proof thereof at the time of trial; therefore, said allegations are denied.

31. Denied. Respondent, H&K, after reasonable investigation, lacks the knowledge sufficient to form a belief as to the allegations contained in this paragraph and demands strict proof thereof at the time of trial; therefore, said allegations are denied.
32. Denied. Respondent, H&K, after reasonable investigation, lacks the knowledge sufficient to form a belief as to the allegations contained in this paragraph and demands strict proof thereof at the time of trial; therefore, said allegations are denied.
33. Denied. Respondent, H&K, after reasonable investigation, lacks the knowledge sufficient to form a belief as to the allegations contained in this paragraph and demands strict proof thereof at the time of trial; therefore, said allegations are denied.
34. Denied. Respondent, H&K, after reasonable investigation, lacks the knowledge sufficient to form a belief as to the allegations contained in this paragraph and demands strict proof thereof at the time of trial; therefore, said allegations are denied.
35. Denied. Respondent, H&K, after reasonable investigation, lacks the knowledge sufficient to form a belief as to the allegations contained in this paragraph and demands strict proof thereof at the time of trial; therefore, said allegations are denied.
36. Denied. Respondent, H&K, after reasonable investigation, lacks the knowledge sufficient to form a belief as to the allegations contained in this

paragraph and demands strict proof thereof at the time of trial; therefore, said allegations are denied.

37. Denied. Respondent, H&K, after reasonable investigation, lacks the knowledge sufficient to form a belief as to the allegations contained in this paragraph and demands strict proof thereof at the time of trial; therefore, said allegations are denied.
38. Denied. Respondent, H&K, after reasonable investigation, lacks the knowledge sufficient to form a belief as to the allegations contained in this paragraph and demands strict proof thereof at the time of trial; therefore, said allegations are denied.
39. Denied. Respondent, H&K, after reasonable investigation, lacks the knowledge sufficient to form a belief as to the allegations contained in this paragraph and demands strict proof thereof at the time of trial; therefore, said allegations are denied.
40. Denied. Respondent, H&K, after reasonable investigation, lacks the knowledge sufficient to form a belief as to the allegations contained in this paragraph and demands strict proof thereof at the time of trial; therefore, said allegations are denied.
41. Denied. Respondent, H&K, after reasonable investigation, lacks the knowledge sufficient to form a belief as to the allegations contained in this paragraph and demands strict proof thereof at the time of trial; therefore, said allegations are denied.

42. Denied. Respondent, H&K, after reasonable investigation, lacks the knowledge sufficient to form a belief as to the allegations contained in this paragraph and demands strict proof thereof at the time of trial; therefore, said allegations are denied.
43. Denied. Respondent, H&K, after reasonable investigation, lacks the knowledge sufficient to form a belief as to the allegations contained in this paragraph and demands strict proof thereof at the time of trial; therefore, said allegations are denied.
44. Denied. Respondent, H&K, after reasonable investigation, lacks the knowledge sufficient to form a belief as to the allegations contained in this paragraph and demands strict proof thereof at the time of trial; therefore, said allegations are denied.
45. Denied. Respondent, H&K, after reasonable investigation, lacks the knowledge sufficient to form a belief as to the allegations contained in this paragraph and demands strict proof thereof at the time of trial; therefore, said allegations are denied.
46. Denied. Respondent, H&K, after reasonable investigation, lacks the knowledge sufficient to form a belief as to the allegations contained in this paragraph and demands strict proof thereof at the time of trial; therefore, said allegations are denied.
47. Denied. Respondent, H&K, after reasonable investigation, lacks the knowledge sufficient to form a belief as to the allegations contained in this

paragraph and demands strict proof thereof at the time of trial; therefore, said allegations are denied.

COUNT I

FAILURE TO WET ADEQUATELY RACM DURING REMOVAL

48. The allegations contained in paragraphs 1 through 47 of this Answer are realleged and incorporated herein by reference thereto.
49. Denied. The allegations of this paragraph constitute conclusions of law and are therefore deemed denied.
50. Denied. Respondent, H&K, lacks knowledge or information sufficient to form a belief as to the allegations of this paragraph and demands strict proof thereof at the time of trial.
51. Denied. Respondent, H&K, lacks knowledge or information sufficient to form a belief as to the allegations of this paragraph and demands strict proof thereof at the time of trial.
52. Denied. The allegations of this paragraph constitute conclusions of law and are therefore deemed denied.

COUNT II

**FAILURE TO KEEP STRIPPED RACM
ADEQUATELY WET UNTIL COLLECTED FOR DISPOSAL**

53. The allegations contained in paragraphs 1 through 52 of this Answer are realleged and incorporated herein by reference thereto.

54. Denied. The allegations of this paragraph constitute conclusions of law and are therefore deemed denied.
55. Denied. The allegations of this paragraph constitute conclusions of law and are therefore deemed denied. Furthermore, H&K, Respondent lacks knowledge or information sufficient to form a belief as to the allegations of this paragraph and demands strict proof thereof at the time of trial.
56. Denied. The allegations of this paragraph constitute conclusions of law and are therefore deemed denied.

WHEREFORE, Respondent, H&K, respectfully submits that it is entitled to judgment in its favor in this matter. Respondent, H&K, further submits that the proposed penalty as set forth in the Administrative Complaint in this matter should not be assessed against H&K.

VI. PROPOSED CIVIL PENALTY

Respondent, H&K, denies it should be responsible for any of the penalty proposed to be assessed against it by EPA. Additionally, Respondent, H&K, denies that the proposed penalty is proper and accurate

VII. NOTICE OF OPPORTUNITY TO REQUEST A HEARING

Respondent, H&K, requests a hearing on the issues set forth in the Complaint and the appropriateness of the proposed penalty.

VIII. SETTLEMENT CONFERENCE

Respondent, H&K, desires and hereby requests that an informal settlement conference be arranged in this matter.

AFFIRMATIVE DEFENSES

FIRST DEFENSE

The Complaint fails to state a claim against Respondent, H&K.

SECOND DEFENSE

H&K was not in control of the demolition or renovation activity.

THIRD DEFENSE

H&K is entitled to indemnity by Wyoming S & P, Inc., since it did not control or oversee the renovation at the Facility.

FOURTH DEFENSE

H&K is entitled to contribution by Wyoming S & P, Inc., since it did not control or oversee the renovation at the Facility.

FIFTH DEFENSE

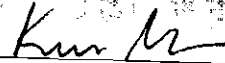
At all times relevant to this matter, Respondent, H&K, acted in good faith and with the reasonable belief that its conduct was authorized and lawful.

SIXTH DEFENSE

Penalties cannot be assessed against Respondent, H&K, due to the actions or inactions of Wyoming S & P, Inc.

Respectfully submitted,

OLIVER, PRICE & RHODES



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CERTIFICATE OF SERVICE

I, **KAROLINE MEHALCHICK, ESQUIRE**, of Oliver, Price & Rhodes, hereby certify that on January 4th, 2008, I served a true and correct copy of the foregoing ANSWER AND AFFIRMATIVE DEFENSES by placing the same in the United States Mail, First Class Postage Prepaid, at Clarks Summit, Pennsylvania, addressed as follows:

Donna L. Mastro
Sr. Assistant Regional Counsel
U.S. Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103-2029

Bruce S. Postupak
President
Wyoming S & P, Inc.
2143 White Haven Road
White Haven, PA 18661

Christopher Hoffman
Hoffman & Kozlansky Realty Co., LLP
300 - A Brook Street
Scranton, PA 18505-1504



Karoline Mehalchick, Esquire