



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

NOV 10 2009

REPLY TO THE ATTENTION OF:

LC-8J

CERTIFIED MAIL

Receipt No.7001 0320 0006 0191 0561

Mr. Nate Lewis  
Mckinley, Inc.  
320 North Main Street  
Ann Arbor, Michigan 48104

McKinley, Inc., and Manchester Flats Acquisition LLC TSCA-05-2010-0003

Dear Mr. Lewis:

I have enclosed a copy of an original fully executed Consent Agreement and Final Order in resolution of the above case. This document was filed on November 10, 2009, with the Regional Hearing Clerk.

The civil penalty in the amount of \$11,600 is to be paid in the manner described on pages 12 and 13. Please be certain that the number **BD 2751047X003** and the docket number are written on both the transmittal letter and on the check. Payment is due by December 10, 2009, (within 30 calendar days of the filing date).

Thank you for your cooperation in resolving this matter.

Sincerely,

A handwritten signature in blue ink that reads "Estrella Calvo".

Estrella Calvo  
Pesticides and Toxic Compliance Section

Enclosures

cc: Eric Volck, Cincinnati Finance/MWD (w/Encl.)

RECEIVED

NOV 10 2009

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5

REGIONAL HEARING CLERK  
USEPA  
REGION 5

<b>In the Matter of:</b>	)	
	)	<b>Docket No. TSCA-05-2010-0003</b>
<b>McKinley, Inc., and Manchester Flats</b>	)	
<b>Acquisition LLC,</b>	)	<b>Proceeding to Commence and Conclude</b>
<b>Ann Arbor, Michigan,</b>	)	<b>an Action to Assess a Civil Penalty</b>
	)	<b>Under Section 16(a) of the Toxic</b>
<b>Respondents.</b>	)	<b>Substance Control Act, 15 U.S.C.</b>
	)	<b>§ 2615(a)</b>
	)	

**Consent Agreement and Final Order Commencing and Concluding the Proceeding**

**Preliminary Statement**

1. This is an administrative action commenced and concluded under Section 16(a) of the Toxic Substances Control Act (TSCA), 15 U.S.C. § 2615(a), and the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits* (Consolidated Rules) as codified at 40 C.F.R. Part 22.
2. The Complainant is, by lawful delegation, the Director of the Land and Chemicals Division, United States Environmental Protection Agency, Region 5.
3. Respondent McKinley, Inc. (McKinley) of Ann Arbor, Michigan is a Michigan corporation doing business in the State of Michigan.
4. Respondent Manchester Flats Acquisition LLC (Manchester) of Ann Arbor, Michigan is a limited liability corporation doing business in the State of Michigan.
5. Pursuant to 40 C.F.R. § 22.13(b), where the parties agree to settle one or more causes of action before the filing of a complaint, the administrative action may be commenced and concluded simultaneously by the issuance of a consent agreement and final order (CAFO).

6. The parties agree that settling this action without the filing of a complaint or the adjudication of any issue of fact or law is in their interest and in the public interest.

7. Respondents consent to the assessment of the civil penalty specified in this CAFO, and to the terms of this CAFO.

#### **Jurisdiction and Waiver of Right to Hearing**

8. Respondents admit the jurisdictional allegations in this CAFO and neither admit nor deny the factual allegations in this CAFO.

9. Respondents waive their right to request a hearing as provided at 40 C.F.R. § 22.15(c), any right to contest the allegations in this CAFO, and their right to appeal this CAFO.

#### **Statutory and Regulatory Background**

10. Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Lead Act), 42 U.S.C. § 4852d, required the Administrator of EPA to promulgate regulations for the disclosure of lead-based paint hazards in target housing that is offered for sale or lease.

11. On March 6, 1996, EPA promulgated regulations codified at 40 C.F.R. Part 745, Subpart F, Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property (Disclosure Rule). 40 C.F.R. § 745.102(a) required owners of more than four residential dwellings to comply with the Disclosure Rule by September 6, 1996.

12. 40 C.F.R. § 745.103 defines “target housing” as any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

13. 40 C.F.R. § 745.103 defines “lessor” as any entity that offers target housing for lease, rent, or sublease, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.

14. 40 C.F.R. § 745.103 defines “lessee” as any entity that enters into an agreement to lease, rent or sublease target housing, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.

15. 40 C.F.R. § 745.103 defines “agent” as any party who enters into a contract with a seller or a lessor, including any party who enters into a contract with a representative of the seller or lessor, for the purpose of selling or leasing target housing.

16. 40 C.F.R. § 745.100 requires, among other things, that the lessor of target housing complete the required disclosure activities before a lessee is obligated under any contract to purchase or lease target housing.

17. 40 C.F.R. § 745.113(b) requires that each contract to lease target housing include, as an attachment or within the contract, a lead warning statement; a statement by the lessor disclosing the presence of any known lead-based paint and/or lead-based paint hazards or the lack of knowledge of such presence; a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist; a statement by the lessee affirming receipt of the information set out

in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet; and signatures and dates of signatures of the lessor, agent, and lessee certifying the accuracy of their statements.

18. 40 C.F.R. § 745.115(a) requires the agent to ensure compliance with all requirements by informing the lessor of its obligations and by ensuring that the lessor performs all activities required under 40 C.F.R. §§ 745.107 and 745.113, or to personally ensure compliance with the requirements.

19. 40 C.F.R. § 745.113(b)(2) requires a lessor to include, either within each contract or as an attachment to each contract to lease target housing, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence.

20. 40 C.F.R. Part § 745.113(b)(3) requires a lessor to include within each contract or as an attachment to each contract to lease target housing, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing, or a statement that no such records are available.

21. 40 C.F.R. § 745.113(b)(4) requires the lessor to include, either within each contract or as an attachment to each contract, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3), and the lead hazard information pamphlet required under 15 U.S.C. § 2696.

22. 40 C.F.R. § 745.113(b)(6) requires the lessor to include, either within each contract or as an attachment to each contract, the signatures of the lessor, the agent, and the lessee certifying to the accuracy of their statements to the best of their knowledge along with the dates of signature.

23. Under 42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.118(e), failing to comply with the Disclosure Rule violates Section 409 of TSCA, 15 U.S.C. § 2689, which may subject the violator to administrative civil penalties under Section 16(a) of TSCA, 15 U.S.C. § 2615(a), 42 U.S.C. § 4852d(b)(5), and 40 C.F.R. § 745.118(f).

24. The Administrator of EPA may assess a civil penalty of up to \$11,000 for each violation of Section 409 of TSCA that occurred after July 28, 1997 through January 12, 2009, pursuant to 42 U.S.C. § 4852d(b)(5), 15 U.S.C. § 2615(a), and 40 C.F.R. Part 19.

### **General Allegations**

25. Complainant incorporates paragraphs 1 through 24 of this Complaint as if set forth in this paragraph.

26. Manchester is the current owner of residential rental properties in Ann Arbor, Michigan generally known as Manchester Flats.

27. Manchester Flats consists of several adjacent buildings located at 1105 Norman Place, 1115 Norman Place, 1116 Norman Place, 1800 Stadium Place, 1806 Stadium Place, 1828 Stadium Place, 1830 Stadium Place, 1832 Stadium Place, 1846 Stadium Place, and 1860 Stadium Place (referred to collectively as the “Residential Rental Properties”).

28. Between at least September 19, 2006 and December 5, 2007, Stadium Acquisition I LLC (Stadium Acquisition I) and Stadium Acquisition II LLC (Stadium Acquisition II) (referred to jointly as the “Lessors”) held legal title to the Residential Rental Properties.

29. Manchester was formed on March 26, 2008, when Stadium Acquisition I and Stadium Acquisition II merged with two other Michigan limited liability corporations, Manchester Flats Acquisition I LLC and Manchester Flats Acquisition II LLC.

30. As a result of the March 26, 2008 merger, Manchester succeeded to all obligations of Stadium Acquisition I and Stadium Acquisition II, including the liabilities alleged in this CAFO.

31. The Residential Rental Properties were constructed prior to 1978.

32. The Residential Rental Properties and each apartment unit within the Residential Rental Properties are “target housing” as defined in 40 C.F.R. § 745.103.

33. McKinley was the Lessors’ agent during the period from at least September 19, 2006 and December 5, 2007.

34. On August 28, 2007, representatives of EPA conducted an inspection at the Manchester business office located at 1846 Stadium Boulevard, Ann Arbor, Michigan, to monitor compliance with the Disclosure Rule found at 40 C.F.R. Part 745, Subpart F.

35. On August 10, 2006, EBI Consulting prepared for the Lessors a Phase I Environmental Site Assessment Report including lead-based paint sampling results for the following Residential Rental Properties: 1115 Norman Place, 1800 Stadium Place, 1806 Stadium Place, 1832 Stadium Place, 1846 Stadium Place, and 1860 Stadium Place.

36. On the following dates, Lessors, either directly or through McKinley, their authorized agent, entered into the following 16 written lease agreements (Contracts) with individuals for the lease of units within the Residential Rental Properties:

<b>Address</b>	<b>Unit</b>	<b>Date of Lease</b>
1105 Norman Place	3	04/11/2007
1115 Norman Place	3	08/24/2007
1116 Norman Place	1	06/28/2007
1116 Norman Place	3	05/03/2007
1116 Norman Place	4	06/30/2007
1800 Stadium Place	5	08/13/2007
1806 Stadium Place	1	08/27/2007
1806 Stadium Place	1	12/05/2007
1828 Stadium Place	5	05/29/2007
1830 Stadium Place	5	07/20/2007
1832 Stadium Place	1	09/01/2007
1832 Stadium Place	3	08/16/2007
1832 Stadium Place	3	10/02/2006
1846 Stadium Place	2	04/03/2007
1860 Stadium Place	2	07/17/2007
1860 Stadium Place	6	07/09/2007

37. Each of the 16 rental contracts referenced in paragraph 36 covered a term of occupancy greater than 100 days.

38. Between October 2, 2006 and December 5, 2007, Lessors offered for lease units within the Residential Rental Properties, and individuals entered into contracts to lease those units on the dates listed in paragraph 36.

39. The Lessors were “lessors,” as defined by 40 C.F.R. § 745.103, because they offered for lease the target housing referenced in paragraph 36.

40. McKinley is an “agent,” as defined by 40 C.F.R. § 745.103, because it entered into a contract with the Lessors for the purpose of leasing the target housing referenced in paragraph 36.

41. Each individual who signed a lease to pay rent in exchange for occupancy of a unit in the Residential Rental Properties referenced in paragraph 36 became a “lessee” as defined in 40 C.F.R. § 745.103.



42. On June 3, 2009, EPA advised Respondents by letter that EPA was planning to file a civil administrative complaint against Respondents for specific alleged violations of the Lead Act and that the complaint would seek a civil penalty. EPA asked Respondents to identify any factors Respondents thought EPA should consider before issuing the complaint. If Respondents believed there were financial factors which bore on Respondents' ability to pay a civil penalty, EPA asked Respondents to submit specific financial documents.

43. On June 5, 2009, Respondents received the pre-filing letter referenced in paragraph 42. Respondents have not claimed an inability to pay a penalty and did not provide facts or other information concerning an ability to pay a penalty.

#### **Counts 1 through 5**

44. Paragraphs 1 through 43 are realleged and incorporated herein by reference.

45. Lessors failed to include, and McKinley failed to ensure that it or the Lessors included, within the following contracts for target housing, or as an attachment to such contract, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing, or a lack of knowledge of such presence:

- Count 1: April 11, 2007 lease for 1105 Norman Place, Unit 3, Ann Arbor, Michigan;
- Count 2: June 28, 2007 lease for 1116 Norman Place, Unit 1, Ann Arbor, Michigan;
- Count 3: May 3, 2007 lease for 1116 Norman Place, Unit 3, Ann Arbor, Michigan;
- Count 4: June 30, 2007 lease for 1116 Norman Place, Unit 4, Ann Arbor, Michigan; and
- Count 5: July 20, 2007 lease for 1830 Stadium Place, Unit 5, Ann Arbor, Michigan.

46. Based on the foregoing, Manchester violated 40 C.F.R. § 745.113(b)(2), 42 U.S.C. § 4852d(b)(5), and 15 U.S.C. § 2689.

47. Based on the foregoing, McKinley violated 40 C.F.R. § 745.115(a), 40 C.F.R. § 745.113(b)(2), 42 U.S.C. § 4852d(b)(5), and 15 U.S.C. § 2689.

**Counts 6 through 20**

48. Paragraphs 1 through 43 are realleged and incorporated here by reference.

49. Lessors failed to include, and McKinley failed to ensure that it or the Lessors included, within the following contracts for target housing, or as an attachment to such contract, a list of any records or reports available to the lessors regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee, or a statement that no such records are available:

- Count 6: April 11, 2007 lease for 1105 Norman Place, Unit 3, Ann Arbor, Michigan;
- Count 7: August 24, 2007 lease for 1115 Norman Place, Unit 3, Ann Arbor, Michigan;
- Count 8: June 28, 2007 lease for 1116 Norman Place, Unit 1, Ann Arbor, Michigan;
- Count 9: May 3, 2007 lease for 1116 Norman Place, Unit 3, Ann Arbor, Michigan;
- Count 10: June 30, 2007 lease for 1116 Norman Place, Unit 4, Ann Arbor, Michigan;
- Count 11: August 13, 2007 lease for 1800 Stadium Place, Unit 5, Ann Arbor, Michigan;
- Count 12: August 27, 2007 lease for 1806 Stadium Place, Unit 1, Ann Arbor, Michigan;
- Count 13: December 5, 2007 lease for 1806 Stadium Place, Unit 1, Ann Arbor, Michigan;
- Count 14: July 20, 2007 lease for 1830 Stadium Place, Unit 5, Ann Arbor, Michigan;
- Count 15: September 1, 2007 lease for 1832 Stadium Place, Unit 1, Ann Arbor, Michigan;
- Count 16: August 16, 2007 lease for 1832 Stadium Place, Unit 3, Ann Arbor, Michigan;
- Count 17: October 2, 2006 lease for 1832 Stadium Place, Unit 3, Ann Arbor, Michigan;
- Count 18: April 3, 2007 lease for 1846 Stadium Place, Unit 2, Ann Arbor, Michigan;
- Count 19: July 17, 2007 lease for 1860 Stadium Place, Unit 2, Ann Arbor, Michigan; and

- Count 20: July 9, 2007 lease for 1860 Stadium Place, Unit 6, Ann Arbor, Michigan.

50. Based on the foregoing, Manchester violated 40 C.F.R. § 745.113(b)(3), 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

51. Based on the foregoing, McKinley violated 40 C.F.R. § 745.115(a), 40 C.F.R. § 745.113(b)(3), 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

### **Counts 21 through 30**

52. Paragraphs 1 through 43 are realleged and incorporated herein by reference.

53. Lessors failed to include, and McKinley failed to ensure that it or the Lessors included, within the following contracts for target housing, or as an attachment to such contract, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696:

- Count 21: August 24, 2007 lease for 1115 Norman Place, Unit 3, Ann Arbor, Michigan;
- Count 22: August 13, 2007 lease for 1800 Stadium Place, Unit 5, Ann Arbor, Michigan;
- Count 23: August 27, 2007 lease for 1806 Stadium Place, Unit 1, Ann Arbor, Michigan;
- Count 24: December 5, 2007 lease for 1806 Stadium Place, Unit 1, Ann Arbor, Michigan;
- Count 25: September 1, 2007 lease for 1832 Stadium Place, Unit 1, Ann Arbor, Michigan;
- Count 26: August 16, 2007 lease for 1832 Stadium Place, Unit 3, Ann Arbor, Michigan;
- Count 27: October 2, 2006 lease for 1832 Stadium Place, Unit 3, Ann Arbor, Michigan;
- Count 28: April 3, 2007 lease for 1846 Stadium Place, Unit 2, Ann Arbor, Michigan;
- Count 29: July 17, 2007 lease for 1860 Stadium Place, Unit 2, Ann Arbor, Michigan; and

- Count 30: July 9, 2007 for 1860 Stadium Place, Unit 6, Ann Arbor, Michigan.

54. Based on the foregoing, Manchester violated 40 C.F.R. § 745.113(b)(4), 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

55. Based on the foregoing, McKinley violated 40 C.F.R. § 745.115(a), 40 C.F.R. § 745.113(b)(4), 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

#### **Counts 31 through 41**

56. Paragraphs 1 through 43, above, are realleged and incorporated here by reference.

57. Lessors failed to include, and McKinley failed to ensure that it or the Lessors included, within the following contracts for target housing, or as an attachment to such contract, the signatures of the lessor, the agent, and the lessee certifying to the accuracy of their statements and the dates of such signatures:

- Count 31: August 24, 2007 lease for 1115 Norman Place, Unit 3, Ann Arbor, Michigan;
- Count 32: August 13, 2007 lease for 1800 Stadium Place, Unit 5, Ann Arbor, Michigan;
- Count 33: August 27, 2007 lease for 1806 Stadium Place, Unit 1 Ann Arbor, Michigan;
- Count 34: December 5, 2007 lease for 1806 Stadium Place, Unit 1, Ann Arbor, Michigan;
- Count 35: May 29, 2007 lease for 1828 Stadium Place, Unit 5, Ann Arbor, Michigan;
- Count 36: September 1, 2007 lease for 1832 Stadium Place, Unit 1, Ann Arbor, Michigan;
- Count 37: August 16, 2007 lease for 1832 Stadium Place, Unit 3, Ann Arbor, Michigan;
- Count 38: October 2, 2006 lease for 1832 Stadium Place, Unit 3, Ann Arbor, Michigan;
- Count 39: April 3, 2007 lease for 1846 Stadium Place, Unit 2, Ann Arbor, Michigan;
- Count 40: July 17, 2007 lease for 1860 Stadium Place, Unit 2, Ann Arbor, Michigan; and
- Count 41: July 9, 2007 lease for 1860 Stadium Place, Unit 6, Ann Arbor, Michigan.

58. Based on the foregoing, Manchester violated 40 C.F.R. § 745.113(b)(6), 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

59. Based on the foregoing, McKinley violated 40 C.F.R. § 745.115(a), 40 C.F.R. § 745.113(b)(6), 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

### **Civil Penalty**

Pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), Complainant determined that an appropriate civil penalty to settle this action is \$11,600. In determining the penalty amount, Complainant considered the nature, circumstances, extent, and gravity of the violations, and, with respect to Respondents, their ability to pay, the effect on their ability to continue to do business; any history of such prior violations, and the degree of culpability. Complainant also considered EPA's *Section 1018 – Disclosure Rule Enforcement Response and Penalty Policy*, dated December 2007.

Within 30 days after the effective date of this CAFO, Respondents must pay an \$11,600 civil penalty for the TSCA violations by sending a cashier's or certified check, payable to the "Treasurer, United States of America," to:

U.S. EPA  
Fines and Penalties  
Cincinnati Finance Center  
P.O. Box 979077  
St. Louis, Missouri 63197-9000

The check must state Respondents' names, the docket number of this CAFO, and the billing document number.

A transmittal letter stating Respondents' names, Respondents' complete addresses, the case docket number and the billing document number must accompany the payment.

Respondents must send a copy of the check and transmittal letter to:

Regional Hearing Clerk (E-19J)  
U.S. EPA, Region 5  
77 West Jackson Boulevard  
Chicago, Illinois 60604

Estrella Calvo (LC-8J)  
Pesticides and Toxics Compliance Section  
U.S. EPA, Region 5  
77 West Jackson Boulevard  
Chicago, Illinois 60604

John C. Matson (C-14J)  
Associate Regional Counsel  
Office of Regional Counsel  
U.S. EPA, Region 5  
77 West Jackson Boulevard  
Chicago, Illinois 60604

This civil penalty is not deductible for federal tax purposes.

If Respondents do not timely pay the civil penalty, EPA may refer this matter to the Attorney General who will recover such amount, plus interest, in the appropriate district court of the United States under Section 16(a) of TSCA, 15 U.S.C. § 2615(a). The validity, amount and appropriateness of the civil penalty are not reviewable in a collection action.

Pursuant to 31 C.F.R. § 901.9, Respondents must pay the following on any amount overdue under this CAFO. Interest will accrue on any amount overdue from the date the payment was due at a rate established pursuant to 31 U.S.C. § 3717. Respondents must pay a \$15 handling charge each month that any portion of the penalty is more than 30 days past due. In addition, Respondents must pay a 6 percent per year penalty on any principal amount 90 days past due.

### **General Provisions**

This CAFO resolves only Respondents' liability for federal civil penalties for the violations alleged in the CAFO.

This CAFO does not affect the right of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.

This CAFO does not affect Respondents' responsibility to comply with the Lead Act and the Disclosure Rule and other applicable federal, state, and local laws.

Respondents certify that they are complying with the Lead Act and the Disclosure Rule.


The terms of this CAFO bind Respondents, and their successors and assigns.

Each person signing this CAFO certifies that he or she has the authority to sign for the party whom he or she represents and to bind that party to its terms.

Each party agrees to bear its own costs and attorney's fees in this action.

This CAFO constitutes the entire agreement between the parties.

**McKinley, Inc. Respondent**


By:  October 28, 2009  
Date  
Kenneth P. Polsinelli  
Its: Executive Vice President

**Manchester Flats LLC, Respondent**

By:   
Its: GPR McKinley Manager LLC  
Manager  
By:  October 28, 2009  
Date  
Albert M. Berriz  
Its: Manager

**United States Environmental Protection Agency, Complainant**

11-6-09  
Date

  
for Margaret M. Guerriero  
Director  
Land and Chemicals Division




**In the Matter of:  
McKinley, Inc. and  
Manchester Flats Acquisition LLC  
Docket No. TSCA-05-2010-0003**

**Final Order**

This Consent Agreement and Final Order, as agreed to by the parties, shall become effective immediately upon filing with the Regional Hearing Clerk. This Final Order concludes this proceeding pursuant to 40 C.F.R. §§ 22.18 and 22.31. **IT IS SO ORDERED.**

11-16-09  
Date

  
Bharat Mathur  
Acting Regional Administrator  
United States Environmental Protection Agency  
Region 5

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USEPA  
REGION 5

U.S. ENVIRONMENTAL  
PROTECTION AGENCY  
OCT 14 2009  
OFFICE OF REGIONAL  
COUNSEL


**CERTIFICATE OF SERVICE**

This is to certify that the original and one copy of this Consent Agreement and Final Order in the resolution of the civil administrative action involving McKinley, Inc., and Manchester Flats Acquisition LLC, was filed on November 10, 2009, with the Regional Hearing Clerk (E-19J), U.S. EPA, Region 5, 77 West Jackson Boulevard, Chicago, Illinois 60604, and that a true correct copy was sent by Certified Mail, Receipt No.7001 0320 0006 0191 0561 to:

Mr. Nate Lewis  
Mckinley, Inc.  
320 North Main Street  
Ann Arbor, Michigan 48104

and forwarded intra-Agency copies to:

Marcy Toney, Regional Judicial Officer, ORC/C-14J  
John C. Matson, Counsel for Complainant/C-14J  
Eric Volck, Cincinnati Finance/MWD

  
Frederick Brown, PTCS (LC-8J)  
U.S. EPA - Region 5  
77 West Jackson Boulevard  
Chicago, Illinois 60604

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