

John Strong  
1523 Eastern Ave. SE  
Grand Rapids, MI 49507  
Ph. (616) 245-3350

*Date 11-16-07*

**Response To US-EPA Complaint Allegations**  
**Ref. Docket No. TSCA-05-2008-0001**

RECEIVED CLERK  
REGIONAL HEARING V  
US EPA REGION V  
2007 NOV 20 AM 11:30

Count 1  
**Denied**

(29) 926 Franklin SE #1. Lease does include a Lead Warning statement dated 6-16-05.

(30) A Lead Warning statement was included. A copy is attached.

Count 2  
**Denied**

926 Franklin SE #1. Lease does include a statement disclosing the presence of any known lead-based paints and lead-based paint hazards in the target housing or lack of knowledge of such presence in the June 16, 2005 contract.

Count 3  
**Denied**

(34) 1000 Union SE #1. Lease dated 10-25-05 does include a disclosure statement of lead-based paint hazards; also the tenants are senior citizens.

Count 4  
**Denied**

926 Franklin SE #1. Lease dated 6-16-06. Admit to not giving tenant a copy of a lead-based paint report because I was not aware of the report of investigation in December, 1999. I don't remember any report available to me about the presence of lead paint hazards and I did state no knowledge of and no report of lead-based paint hazards on the disclosure.

Count 5  
**Denied**

1000 Union SE #1. Lease dated 10-25-05. Tenant did sign a lead-based paint or hazard statement. But again the tenant was 73 years old and no children lived in the unit. I also forgot to check no knowledge and no report on the lead-based paint form. I don't remember any report available to me about the presence of lead paint hazards and I did state no knowledge of and no report of lead-based paint hazards on the disclosure.

Count 6  
**Denied**

926 Franklin SE #1. Lease dated 6-16-05. I was not aware of a receipt of a lead-based paint report. A lead hazard information pamphlet was given to the tenant at the time of rental.

Count 7  
**Denied**

926 Franklin SE #1. Lease dated 6-16-07. The tenant did sign (I have copies) the disclosure of information on lead-based paint or hazards. I admit to not giving a copy of a report of lead based paint that happened in December, 1999; again, I was not aware of a report.

I have contacted the Kent County Health Department, Office Of Lead Program, 700 Fuller Ave. NE, Grand Rapids, MI 49503, to find out and to obtain copies of any investigation of whether there were any instances of lead paint poisoning in previous years at the three referenced properties. I am waiting to hear back from them. It will take them at least 10 days to find out if there were any reports to their office.

Subsequently, I am opposing all penalties listed in the complaint because I did make a very good and reasonable effort to comply with all rules governing lead-based paint to the best of my knowledge. When Mr. Pallesen appeared at my office I gave him my permission to investigate all files including but not limited to present tenant and past tenant files. I won't forget in the future to make sure I give the report of Lead-Based Paint or Hazards. In all cases I did give the Lead-Based Paint Letter and Lead-Based Paint Booklet. I am requesting simultaneously an informal settlement conference and a hearing process in answer to the complaint.

 11-16-07  
John Strong

Disclosure of Information on Lead-Based Paint or Hazards

1000 UNION SE  
G.R. MI

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards. Check (i) or (ii) below:

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor. Check (i) or (ii) below:

(i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): \_\_\_\_\_

(ii) Lessor has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

- (c) A.W. Lessee has received copies of all information listed above.
- (d) D.W. Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 USC 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

[Signature] Lessor      10-25-05 Date      Dorothy Williams Lessor      \_\_\_\_\_ Date  
[Signature] Lessee      10-25-05 Date      \_\_\_\_\_ Lessee      10-25-05 Date  
\_\_\_\_\_  
Agent      \_\_\_\_\_ Date      \_\_\_\_\_ Agent      \_\_\_\_\_ Date



**Disclosure of Information on Lead-Based Paint or Hazards**

**Lead Warning Statement** 926 Franklin St Original

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards. Check (i) or (ii) below:

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor. Check (i) or (ii) below:

(i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): \_\_\_\_\_

(ii) Lessor has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

- (c) SM Lessee has received copies of all information listed above.
- (d) SM Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 USC 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

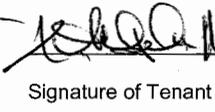
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>John A. Thomas</u> Lessor	<u>06-16-05</u> Date	_____ Lessor	_____ Date
<u>Sharon Thomas</u> Lessee	<u>06-16-05</u> Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

same, in which case Landlord may, at its option, terminate this Agreement according to its terms. In the event of such termination, Landlord agrees to use its best effort to re-rent the Premises or to otherwise mitigate damages as required by law.

- 37. **Binding Effect.** The covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of the Landlord and the Tenant and their respective heirs, distributees, executors, administrators, successors and assigns.
  - 38. **No Waiver.** Landlord's failure to enforce any term of this Agreement shall not be deemed a waiver of the enforcement of that or any other term. The receipt by Landlord of rent with knowledge of a breach of any term of this Agreement shall not be deemed a waiver of such breach, nor shall partial payment of rent be deemed a waiver of Landlord's right to the full amount thereof.
  - 39. **Severability.** If any provision of this Agreement should be or become invalid, such invalidity shall not in any way affect any of the other provisions of this Agreement, which shall continue to remain in full force and effect.
  - 40. **Subordination.** The Agreement is and shall be subject and subordinate to any ground or underlying agreement or lease and mortgages now or hereafter affecting the real estate of which the Premises are a part, and to all renewals, modifications, replacements and extensions thereof.
  - 41. **Early Termination.** If the Tenant has occupied the unit for more than thirteen (13) months and the Tenant becomes eligible during the lease term to take possession of a subsidized rental unit in senior citizen housing and provides the landlord with written proof of that eligibility or the Tenant becomes incapable during the lease term of living independently, as certified by a physician in a notarized statement, the Tenant may terminate this lease with a sixty (60) day written notice to the Landlord.
  - 42. **Entire Agreement.** Tenant acknowledges that Landlord has made no representations or promises with respect to the Premises except as herein expressly set forth and that the foregoing constitutes the entire agreement between the parties.
  - 43. **Abandoned Property.** If the Tenant abandons the Premises, the Landlord is authorized, at their sole discretion, to peacefully repossess the Premises and dispose of any and all of the Tenant's abandoned personal property, including but not limited to food, clothing, jewelry, sundries, appliances, furnishings, window treatments, decorations, fixtures, bedding, equipment, machinery, and vehicles.
  - 44. **Other:**
- 
45. **Tenant's signature below indicates the Tenant has read, understood, is satisfied with and agrees to abide by all conditions of this agreement.** The invalidation of any provision herein by Judgment of Court order shall not otherwise affect any of the other provisions of this agreement.

  
Signature of Property Owner/Agent/Landlord

  
Signature of Tenant

373849953  
Tenant's Social Security Number

John L. Strong  
Printed Name of Property Owner/Agent/Landlord

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Tenant's Social Security Number

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Tenant's Social Security Number

**Security Deposit Notice**

Security deposit of \$ 200<sup>00</sup> is to be deposited at:

Fifth Third Bank 754 Franklin  
GR, MI 49507

And, if applicable, Surety Bond has been posted with:

**"You must notify your landlord in writing within four (4) days after you move of a forwarding address where you can be reached and where you can receive mail. Otherwise your landlord shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure."**

Disclosure of Information on Lead-Based Paint or Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards. Check (i) or (ii) below:

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor. Check (i) or (ii) below:

(i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

(ii) Lessor has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

- (c) Lessee has received copies of all information listed above.
(d) Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment (initial)

(e) Agent has informed the lessor of the lessor's obligations under 42 USC 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

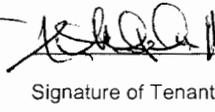
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Handwritten signatures and dates for Lessor, Lessee, and Agent.

same, in which case Landlord may, at its option, terminate this Agreement according to its terms. In the event of such termination, Landlord agrees to use its best effort to re-rent the Premises or to otherwise mitigate damages as required by law.

- 37. **Binding Effect.** The covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of the Landlord and the Tenant and their respective heirs, distributees, executors, administrators, successors and assigns.
  - 38. **No Waiver.** Landlord's failure to enforce any term of this Agreement shall not be deemed a waiver of the enforcement of that or any other term. The receipt by Landlord of rent with knowledge of a breach of any term of this Agreement shall not be deemed a waiver of such breach, nor shall partial payment of rent be deemed a waiver of Landlord's right to the full amount thereof.
  - 39. **Severability.** If any provision of this Agreement should be or become invalid, such invalidity shall not in any way affect any of the other provisions of this Agreement, which shall continue to remain in full force and effect.
  - 40. **Subordination.** The Agreement is and shall be subject and subordinate to any ground or underlying agreement or lease and mortgages now or hereafter affecting the real estate of which the Premises are a part, and to all renewals, modifications, replacements and extensions thereof.
  - 41. **Early Termination.** If the Tenant has occupied the unit for more than thirteen (13) months and the Tenant becomes eligible during the lease term to take possession of a subsidized rental unit in senior citizen housing and provides the landlord with written proof of that eligibility or the Tenant becomes incapable during the lease term of living independently, as certified by a physician in a notarized statement, the Tenant may terminate this lease with a sixty (60) day written notice to the Landlord.
  - 42. **Entire Agreement.** Tenant acknowledges that Landlord has made no representations or promises with respect to the Premises except as herein expressly set forth and that the foregoing constitutes the entire agreement between the parties.
  - 43. **Abandoned Property.** If the Tenant abandons the Premises, the Landlord is authorized, at their sole discretion, to peacefully repossess the Premises and dispose of any and all of the Tenant's abandoned personal property, including but not limited to food, clothing, jewelry, sundries, appliances, furnishings, window treatments, decorations, fixtures, bedding, equipment, machinery, and vehicles.
  - 44. **Other:**
45. **Tenant's signature below indicates the Tenant has read, understood, is satisfied with and agrees to abide by all conditions of this agreement.** The invalidation of any provision herein by Judgment of Court order shall not otherwise affect any of the other provisions of this agreement.

  
Signature of Property Owner/Agent/Landlord

  
Signature of Tenant

373849953  
Tenant's Social Security Number

John L. Strong  
Printed Name of Property Owner/Agent/Landlord

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Tenant's Social Security Number

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Tenant's Social Security Number

**Security Deposit Notice**

Security deposit of \$ 200.00 is to be deposited at:

Fifth Third Bank 754 Franklin  
GR, MI 49507

And, if applicable, Surety Bond has been posted with:

**"You must notify your landlord in writing within four (4) days after you move of a forwarding address where you can be reached and where you can receive mail. Otherwise your landlord shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure."**