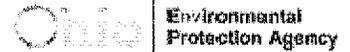


# Air Pollution Control Division



## Canton City Health Department

420 Market Avenue North • Canton, Ohio • 44702-1544  
(330) 489-3385 • Fax: (330) 489-3335

APC Contractual Representative  
Serving All of Stark County

Terri A. Dzienis  
APCD Administrator

James M. Adams, RS, MPH  
Health Commissioner

October 5, 2012

### CERTIFIED MAIL

North Ridge Place, Ltd.  
c/o Winkhart Rambacher & Griffin Attorneys at Law  
Attn: Mr. Thomas W. Winkhart  
825 South Main Street  
North Canton, Ohio 44720

**Re: Response to Preliminary Response to Notice of Violation Letter dated September 14, 2012  
Former Evergreen Mobile Home Park, 1319 N. Main Street, North Canton, OH 44720**

Dear Mr. Winkhart:

The Canton City Health Department, Air Pollution Control Division (APCD) has reviewed your preliminary response letter dated September 14, 2012 and associated documents. This letter was sent in response to the Notice of Violation that was sent to North Ridge Place, Ltd dated August 24, 2012. In response to your letter, the APCD is again iterating that violations have been made by North Ridge Place, Ltd. as a result of demolition of the former Evergreen Mobile Home Park located at 1319 North Main Street, North Canton, Ohio. Discussion of APCD's evaluation is included below.

### Applicability of Asbestos Regulations to Mobile Homes:

In your letter, you pointed out that mobile homes are considered "motor vehicles" per Ohio Revised Code (ORC) Rule 4501.01(B). However, the applicable definitions regarding asbestos are contained in the asbestos regulations themselves.

The asbestos regulations are in Title 40 of the Code of Federal Regulations (CFR) Part 61, Subpart M (commonly referred to as the asbestos NESHAP) and Ohio Administrative Code (OAC) 3745-20. In 40 CFR §61.141 and OAC 3745-20-01(B)(18), **Facility** is defined as *"any institutional, commercial, public, industrial or residential structure, installation, or building (including any structure, installation, or building containing condominiums or individual dwelling units operated as a residential cooperative...."*

When federal regulations are not clear, U.S. EPA will publish interpretations, which include documents like the Applicability Determination Index (ADI). A U.S. EPA Applicability Determination Index (ADI), Control Number A050001, was published regarding the applicability of the asbestos NESHAP to trailer homes. The ADI states in paragraph A1, *"when two or more residential homes are located at the same demolition site and are under control of the same owner or operator, then the trailer homes become a residential installation subject to the NESHAP regulation."* This ADI clearly states U.S. EPA's interpretation of the asbestos NESHAP to be applicable to trailer homes and meeting the definition of "Facility" as a residential installation; a copy is included for your records. Ohio EPA's policy is to implement the interpretations of U.S. EPA. Therefore, OAC 3745-20 is also applicable to trailer/mobile homes.

To further clarify violations made, Ohio Administrative Code (OAC) Rule 3745-20-01(B)(28) defines an **installation** as *"any building or structure or any group of buildings or structures at a single demolition or renovation site that are under the control of the same owner or operator, or owner or operator under common control"*. Therefore, to reiterate, the mobile homes at the former Evergreen Mobile Home Park were demolished under one owner/operator, North Ridge Place, Ltd., and are therefore an installation which is subject to the asbestos NESHAP (40 CFR Part 61, Subpart M) and OAC 3745-20.

Furthermore, precedence has been established by Ohio EPA that mobile homes are subject to the asbestos regulations when looking at asbestos-related enforcement cases. Administrative Findings and Orders (enforcement action) from a similar case in Moraine, Ohio are attached for your review to illustrate the fact that mobile homes, when demolished under one owner/operator, are considered an installation and are subject to applicable asbestos regulations and related enforcement.

**Asbestos Survey Prior to Demolition:**

One of the associated documents provided in your preliminary response letter was portions of a Phase I Environmental Site Assessment (ESA), completed by Vadose Environmental Consultants, Inc. in June 2012. The Phase I ESA clearly states, that "*no formal asbestos audit was conducted*". The report also states that "*no suspect asbestos-containing materials were identified on the Subject Property.*" Since APCD was not provided a complete copy of the Phase I ESA, it is not clear what the exact parameters are of the "Subject Property". In addition, it is not clear as to which mobile homes, if any, were inspected for potential asbestos-containing materials. The Phase I inspector should know that all materials, unless glass, metal, or wood, are considered suspect asbestos containing materials until proven otherwise through proper laboratory analysis. Therefore, since it appears no asbestos samples were collected nor laboratory analysis was conducted, only a visual inspection occurred, which does not qualify as a thorough asbestos inspection required per OAC 3745-20-02.

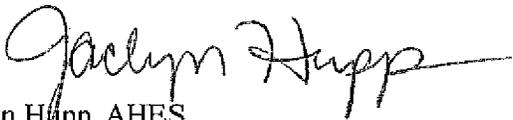
**Other Response Documents:**

Copies of waste disposal records were provided to APCD, via email, on October 1, 2012. Based upon APCD's review of records provided, it appears that a total of 19 forty-yard dumpsters of construction and demolition (C&D) waste and 8.16 tons of municipal sanitary waste (MSW) were disposed of at Kimble Landfill, Stark C & D Disposal, Inc. and Republic Services, Countywide Recycling and Disposal Landfill. Please be aware that Kimble Landfill and Stark C&D Disposal, Inc. are not permitted to accept asbestos containing waste.

Please be aware that APCD's investigation is continuing and further violations may be cited as a result of that investigation. You will receive a separate letter from APCD at that time. The decision on whether or not to seek civil penalties for the violations made by North Ridge Place, Ltd. will be made by the Ohio EPA at a later date and after the investigation has concluded.

If you have any questions, please contact me at 330-489-3385 or via email to [jhupp@cantonhealth.org](mailto:jhupp@cantonhealth.org).

Sincerely,



Jaelyn Hupp, AHES  
Air Pollution Control Monitoring and Inspections Technician  
Canton City Health Department

Enclosures: U.S. EPA ADI Control Number: A050001  
Administrative Findings and Orders, City of Moraine

cc: Tom Buchan, Ohio EPA P.O. Box 1049, Columbus, OH 43216-1049  
Asbestos Notifications File  
Correspondence File



## U.S. Environmental Protection Agency Applicability Determination Index

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Control Number: A050001

**Category:** Asbestos  
**EPA Office:** CAMPD  
**Date:** 06/23/2005  
**Title:** Demolition of Residential Trailer Homes  
**Recipient:** Howard L Morrison III  
**Author:** Michael S. Alushin  
**Comments:**

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**Subparts:** Part 61, M, Asbestos

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**References:** 60.13(h)  
60.331(i)  
60.334(b)  
60.335(a)  
61.141

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### Abstract:

Q1: Are trailer homes with different owners located in the state of Delaware that are recycled using two different processes through the Delaware Solid Waste Authority subject to 40 CFR part 61, subpart M?

A1: No. 40 CFR part 61, subpart M, the asbestos NESHAP regulation, does not apply to demolition of single residential trailer homes because they are classified as single dwelling units and ownership remains with the trailer owner, not the state. A single dwelling unit that is being demolished is exempt from the NESHAP regulation throughout the entire recycling process. However, when two or more residential homes are located at the same demolition site and are under control of the same owner or operator, then the trailer homes become a residential installation subject to the NESHAP regulation. Q2: Would 40 CFR part 61, subpart M, apply if the residential trailer home were purchased by a commercial entity rather than being sent to the Delaware Solid Waste Authority?

A2: No. A residential trailer home and its recycling process are exempt from the asbestos NESHAP regulation if at the time of demolition, it can be classified as single dwelling unit and

does not meet the definition of a residential installation in 40 CFR 61.141.

Q3: Given the inapplicability of 40 CFR part 61, subpart M, what might the State of Delaware do to minimize public exposure to asbestos from the demolition of residential trailer homes?

A3: EPA suggests that the State of Delaware encourage inspection and removal of asbestos-containing material at the Delaware Solid Waste Authority compaction site. The state might also consider the addition of a permit condition in the Delaware landfills operating permits that would prohibit landfills from accepting asbestos-containing material as landfill cover.

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**Letter:**

June 23 2005

Mr. Howard L. Morrison III  
Senior Environmental Compliance Specialist  
State of Delaware  
Department of Natural Resources & Environmental Control Engineering & Compliance Branch  
Air Quality Management Section  
715 Grantham Lane  
New Castle, Delaware 19720

Dear Mr. Morrison:

This regulatory determination is in response to your February 15, 2005 email in which you describe two recycling processes for trailer homes in the state of Delaware. You request EPA's interpretation on whether either or both processes are subject to the National Emission Standard for Hazardous Air Pollutants (NESHAP), National Emissions Standard for Asbestos, 40 C.F.R. Part 61, Subpart M.

**Applicability**

The issue is to determine if the residential trailer homes are subject to the asbestos NESHAP. Generally, single family homes, including trailer homes are not subject to the asbestos NESHAP regulations. Under 40 Code of Federal Regulations Sec. 61.141, a residence must have more than four dwelling units to meet the definition of facility and a single residential trailer home is considered a single dwelling unit. As a result, a single trailer is not subject to the asbestos NESHAP regulation. However, if two or more residential trailer homes are located on the same site and are under the control of the same owner or operator, the trailer homes become a residential installation. An installation is defined as:

any building or structure or any group of buildings or structures at a single demolition or renovation site that are under the control of the same owner or operator (or owner or operator under common control). [40 C.F.R. Sec. 61.141 - Definitions.]

In this case, while the state is offering funds to the trailer owners as an incentive to remove their trailer homes, the state is not taking control of the trailer homes through an ordered demolition

or by any other means. If the trailer homes are not on the same site under the control of a single owner or operator, the trailer homes are not subject to the asbestos NESHAP. A question arises when a Delaware Solid Waste Authority (DSWA) facility collects the trailer homes and prepares them for transportation by compacting them. Then the trailer homes are under the control of a common owner/operator, the DSWA, and the trailer homes are located at the same site. At the DSWA site, are the trailer homes subject to the asbestos NESHAP? No, because the compaction activity at the DSWA site does not constitute a demolition as defined at 40 C.F.R. Sec. 61.141. Demolition is defined as:

the wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.

Therefore, demolition occurs when the trailer home is removed from the foundation walls because the foundation wall is the "load-supporting structural member" within the meaning of demolition. Thus, if the homeowner retains control of the trailer home when the trailer is removed from the foundation walls (load-supporting structural member), then the trailer home is not subject to the asbestos NESHAP because of the single family home exemption found in the facility definition. The exemption continues during the compaction, transportation, and hammermill process that follows.

#### Issue

#### Process #1

This process deals with individually owned residential trailer homes which have fallen into disrepair. In this instance, monetary assistance is offered to the owner to help defray the cost associated with the removal of the unit, and the subsequent processing of the unit into a landfill cover material. At which of the following points in time is the trailer home subject to the asbestos NESHAP?

1. Unit is transported to a DSWA facility.
2. Unit is mechanically compacted for transport to processing facility.
3. Unit is transported to processing facility.
4. Unit is processed via a hamermill into a mulch-like state.
5. Recovermat (TM) materials are then returned to the DSWA facility for use as clean cover.

As noted above, a single residential mobile home is considered a single dwelling unit, which means that they are specifically excluded from the definition of facility contained in the asbestos NESHAP regulation. If a trailer home is not subject to the asbestos NESHAP regulation at the time of demolition, its remnants are not covered by the regulation at any time thereafter. Accordingly, the asbestos NESHAP regulation does not apply to Points 1 through 5 for single units.

#### Process #2

This process deals with residential trailer homes that are removed by commercial entities in the business of selling manufactured homes. As part of the business transaction, the sales company agrees to remove the older unit from the lot prior to positioning the new unit.

1. Unit is transported to a DSWA facility.
2. Unit is mechanically compacted for transport to processing facility.
3. Unit is transported to processing facility.
4. Unit is processed via a hammermill into a mulch-like state.
5. Recovermat (TM) materials are then returned to the DSWA facility for use as clean cover.

As described in Process #1, if at the time of demolition, a single residential trailer home is a single dwelling unit, it does not meet the definition of a facility. The asbestos NESHAP regulations do not apply to Point 1 through Point 5.

#### Conclusion

Even though a single residential trailer home is not subject to the asbestos NESHAP regulations, there could be a reasonable expectation that many residential trailer homes have asbestos-containing materials. To minimize public exposure to asbestos fibers, the state may wish to encourage an inspection program at the compaction sites to remove asbestos-containing material before compaction. A second possibility would be the addition of a permit condition into the Delaware landfills' operating permits that would prohibit them from accepting shredded material as landfill cover if asbestos is detected. You may want to discuss this issue with other Delaware environmental programs, i.e., solid and hazardous waste and emergency response. These programs may have regulatory authority that could address the use of the shredded material as landfill cover.

I appreciate the opportunity to respond to your question. This regulatory determination has been reviewed by the Office of General Counsel, the Office of Air Quality Planning and Standards and the Office of Civil Enforcement. If you have further questions, please contact Everett Bishop of my staff. His phone number is (202) 564-7032 or email at [bishop.everett@epa.gov](mailto:bishop.everett@epa.gov).

Very truly yours,

// S //

Michael S. Alushin  
Compliance Assessment and Media Programs Division Office of Compliance

BEFORE THE  
REGIONAL AIR POLLUTION CONTROL AGENCY

In the Matter of:

City of Moraine  
4200 Dryden Road  
Dayton, Ohio 45439

Administrative

Findings and Orders

**PREAMBLE**

In order to resolve federal, state, and local asbestos violations performed by City of Moraine (Moraine) and owned by Moraine as they relate to proper notification for the two mobile home parks located at 4343 Lamme Road and 4499 Lamme Road, and two structures located at 4221 Lamme Road, Moraine, Ohio, it is hereby agreed that:

**I. JURISDICTION**

These Administrative Findings and Orders (Orders) are issued to Moraine, pursuant to the authority vested in the Montgomery County Health Commissioner (Commissioner) under Ohio Revised Code (R.C.) sections 3707.01 and 3709.21. The Regional Air Pollution Control Agency (RAPCA) is the duly authorized agent for the Commissioner.

**II. PARTIES BOUND**

These Orders shall apply to and be binding upon Moraine, its heirs and successors in interest liable under Ohio law. No change in ownership relating to the two mobile home parks located at 4343 Lamme Road and 4499 Lamme Road, and two structures located at 4221 Lamme Road, Moraine, Ohio, shall in any way alter Moraine's obligations under these Orders.

**III. DEFINITIONS**

Unless otherwise stated, all terms used in these Orders shall have the same meaning as used in R.C. Chapter 3704 and the regulations promulgated thereunder.

**IV. FINDINGS OF FACT**

RAPCA, acting on behalf of the Commissioner, has determined the following findings of fact:

1. Moraine is the property owner located at 4200 Dryden Road, Dayton, Ohio. Moraine is an owner as the term is defined in the Ohio Administrative Code (OAC) Rule 3745-20-01(B)(38).
2. Moraine is an operator who demolished two mobile home parks located at 4343 Lamme Road and 4499 Lamme Road, and two structures located at 4221 Lamme Road, Moraine, Ohio.

Moraine is an operator as the term is defined in the Ohio Administrative Code (OAC) Rule 3745-20-01(B)(38).

3. On or before April 5, 2005, Moraine caused the demolition of two mobile home parks located at 4343 Lamme Road and 4499 Lamme Road, Moraine, Ohio. The mobile home parks consisted of many mobile homes and associated buildings on each of the two park grounds. The structures associated with 4499 Lamme Road park were completely demolished and excavation complete. Several mobile homes and two block buildings remained at the 4343 Lamme Road park. On this date a representative of RAPCA performed an inspection of the demolitions at the above-referenced address. The RAPCA inspection was performed due to a demolition complaint. An on-site City of Moraine worker was questioned during the inspection. He stated that Moraine purchased the trailer parks and started demolition last fall (2004). He stated that similar block buildings were also demolished at the nearby park. No known asbestos survey had been performed on the structure prior to demolition activities. No notification for demolition was received by RAPCA prior to the April 5, 2005 inspection.
4. On April 11, 2005, RAPCA informed Moraine of the above violations and requested an asbestos survey to be performed and a Notification of Demolition to be submitted prior to the demolition of the remaining buildings located. No survey or notification from Moraine has been received by RAPCA.
5. On or before January 9, 2006, Moraine caused the demolition of two structures located at 4221 Lamme Road, Moraine, Ohio. The site was formerly used as the Montgomery County Engineering Department's office/garage buildings. On this date a representative of RAPCA performed an inspection of the demolitions at the above-referenced site. One structure was completely demolished and excavation complete. The second structure was half demolished with demolition and excavation in-progress at the time of the RAPCA inspection. An on-site City of Moraine worker was questioned during the inspection. He stated that Moraine purchased the property from Montgomery County and they started demolition last week. No known asbestos survey had been performed on the structures prior to demolition activities. No notification for demolition was received by RAPCA prior to the January 9, 2006 inspection.
6. On January 9, 2006, RAPCA called Mr. Mike Hammes, City Planner for the City of Moraine, to inform him of the above matter and left him a voice mail message. On January 31, 2006, representatives of RAPCA and Moraine participated in a meeting to discuss previous notification violations. During this meeting, RAPCA informed Moraine of the above violations and requested an asbestos survey to be performed and a Notification of Demolition to be submitted prior to the demolition of the remaining buildings located at the above-referenced site. On March 10, 2006, the City of Moraine submitted to RAPCA the requested asbestos survey and a Notification of Demolition for the remaining structures located at 4221 Lamme Road, Moraine, Ohio.
7. The April 5, 2005 and January 9, 2006 RAPCA inspections were conducted for the purpose of determining compliance with the corresponding Montgomery County Hazardous Air Pollution Control Regulation 150 (MCHAPCR 150), Ohio Administrative Code (OAC) Asbestos Emission Control Standards and Procedures specified in the Chapter 3745-20 and the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 Code of Federal Regulations (CFR) Part 61, Subpart M.
8. As a result of the April 5, 2005 and January 9, 2006 inspections, RAPCA determined that

Moraine had violated the following regulations: MCHAPCRs 153.06 (A), (B), (C), OAC rule 3745-20-02 (A), 3745-20-03 (A) and 40 CFR Part 61.145 (a), (b) pertaining to proper notification. In essence, a demolition notification must be completed and submitted to RAPCA or to the Ohio EPA jurisdictional office at least ten (10) working days prior to the actual demolition operation.

9. On November 14, 2005 and February 21, 2006, RAPCA issued a Notice of Violation pertaining to proper notification for demolition via certified mail.
10. RAPCA, acting on behalf of the Commissioner, has given consideration to, and based its determination on, evidence relating to the technical feasibility and economic reasonableness of complying with the following Orders and their relation to benefits to the people of Montgomery County to be derived from such compliance.

#### V. ORDERS

RAPCA, acting on the behalf of the Commissioner, hereby issues the following Orders:

1. Moraine shall comply with the requirements of OAC Chapter 3745-20 and 40 CFR Part 61, Subpart M for all future activity involving RACM and demolition activities.
2. Pursuant to R.C. section 3704.06, Moraine is assessed a civil penalty in the amount of eight thousand six hundred and sixty-six dollars and sixty-seven cents (\$8,666.67) for the above-referenced violations. Within fourteen (14) days after the effective date of these Orders, Moraine shall make the following payments: one check made payable to the "Treasurer, State of Ohio" in the amount of three thousand four hundred and sixty-six dollars and sixty-seven cents (\$3,466.67) and one check made payable to the "Air Resources Study Trust Fund" in the amount of three thousand four hundred and sixty-six dollars and sixty-seven cents (\$3,466.67). Both checks shall be sent to the attention of Sarah Gostomsky to:  
Regional Air Pollution Control Agency  
117 S. Main Street  
Dayton, Ohio 45422

In lieu of paying the one thousand seven hundred and thirty-three dollars and thirty-three cents (\$1,733.33) of the civil penalty, Moraine shall fund a Supplemental Environmental Project ("SEP") by making a contribution in the amount of \$1,733.33 to the Ohio EPA's fund for Clean Diesel School Bus Program. Moraine shall make payment on or within fourteen (14) days after the effective date of these Orders by tendering an official check made payable to "Treasurer, State of Ohio" for \$1,733.33. The official check shall be submitted to Sarah Gostomsky, or her successor, together with a letter identifying Moraine, to the above-stated address.

Moraine further agrees and promises to fund and implement a combination of three (3) SEP's equal to the amount of \$4,333.33. The three SEP's agreed upon by RAPCA and Moraine include: amending the city's demolition permit and regulations to require documentation of compliance with the Clean Air Act prior to issuance of a demolition permit by the city as described in Moraine's April 11, 2006 written proposal; series of health screenings as described in Moraine's April 11, 2006 written proposal; and at least \$3,500 of the \$4,333.33 to be used on the installation of EPA-certified control equipment to reduce diesel particulate emissions on City-owned vehicles with at least five (5) years of useful life left on the vehicles. Moraine shall

forward verification, satisfactory to RAPCA, of the \$4,333.33 SEP costs pursuant to this agreement to Ms. Sarah Gostomsky of RAPCA within six (6) months from the effective date of this Order.

3. Should Moraine fail to fund the SEP within the required timeframe set forth in Order 2, Moraine shall immediately pay \$1,733.33 of the civil penalty and \$4,333.33 SEP penalty in accordance with the procedures in Order 2.
4. It is expressly agreed that Moraine shall forward all required checks on behalf of Moraine, without admission of any fault or liability for the violations.

#### **VI. OTHER APPLICABLE LAWS**

All actions required to be taken pursuant to these Orders shall be undertaken in accordance with the requirements of all applicable local, state and federal laws and regulations. These Orders do not waive or compromise the applicability and enforcement of any other statutes or regulations applicable to Moraine.

#### **VII. RESERVATION OF RIGHTS**

Nothing contained herein shall be construed to prevent RAPCA from seeking legal or equitable relief to enforce the terms of these Orders or from taking other administrative, legal or equitable action as deemed appropriate and necessary, including penalties against Moraine for noncompliance with these Orders. Nothing contained herein shall be construed to prevent RAPCA from exercising its lawful authority to require Moraine to perform additional activities pursuant to ORC Chapter 3704 or any applicable law in the future. Nothing herein restricts the right of Moraine to raise any administrative, legal or equitable claim or defense with respect to such further actions which RAPCA may seek to require of Moraine.

#### **VIII. MODIFICATIONS**

These Orders may be modified by mutual agreement of the Parties and must be in writing.

#### **IX. TERMINATION**

Moraine's obligations under these Orders shall terminate upon RAPCA's receipt of the official checks required by Section V. of these Orders.

#### **X. SIGNATORIES**

Each undersigned representative of a party to these Orders certifies that he or she is fully authorized to enter into these Orders and to legally bind such party to this document.

#### **XI. WAIVER**

In order to resolve disputed claims, without admission of fact, violation or liability, Moraine

agrees to comply with these Orders. Compliance with these Orders shall be a full accord and satisfaction for Moraine's liability for the specific violations cited herein. Moraine hereby waives the right to appeal the issuance, terms, and service of these Orders, and it hereby waives any and all rights it might have to seek administrative and judicial review of these Orders either in law or equity.

Notwithstanding the preceding, RAPCA and Moraine agree that if these Orders are appealed by any other party to the Environmental Review Appeals Commission, or any court, Moraine retains the right to intervene and participate in such appeal. In such event, Moraine shall continue to comply with these Orders unless these Orders are stayed, vacated, or modified.

**IT IS SO ORDERED AND AGREED:**

Regional Air Pollution Control Agency



John A. Paul, Director  
Regional Air Pollution Control Agency  
(duly authorized agent for the Montgomery  
County Health Commissioner)

6-14-06  
Date

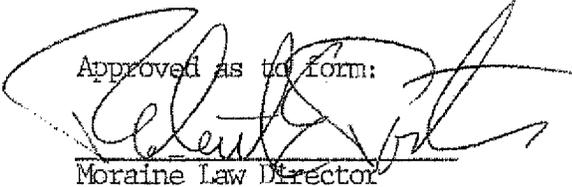
**IT IS AGREED:**

City of Moraine

  
By Mike Hammes

12 JUNE 06  
Date

Approved as to form:

  
Moraine Law Director

/tln  
City of Moraine, I&O  
6/1/06

**SENDER: COMPLETE THIS SECTION**

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

North Ridge Place, Ltd.  
 c/o Winkhart Rambacher & Griffin Attys at Law  
 Attn: Mr. Thomas Winkhart  
 North Canton, OH 44720

2. Article Number

(Transfer from service label)

7011 1570 0003 0477 5235

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*[Handwritten Signature]*

Agent

Addressee

B. Received by (Printed Name)

John E. McKinney

C. Date of Delivery

10/4/12

D. Is delivery address different from Item 1?

Yes

If YES, enter delivery address below:

No

3. Service Type

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Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

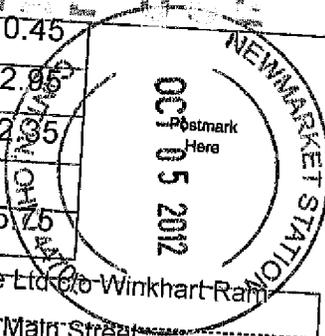
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<b>Total Postage &amp; Fees</b>	<b>\$</b>	<b>5.75</b>



Sent To North Ridge Place Ltd c/o Winkhart Ram  
 Street, Apt. No.; or PO Box No. 825 South Main Street  
 City, State, ZIP+4 North Canton, OH 44720

PS Form 3800, August 2006

See Reverse for Instructions