

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
Philadelphia, Pennsylvania 19103**



In the Matter of: :
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:
Panhandle Homes of Berkeley County, Inc. : **U.S. EPA Docket No. CWA-03-2024-0005**
222 Langston Boulevard :
Martinsburg, WV 25404 : **Proceeding under SECTION 309(g) of the**
: **Clean Water Act, 33 U.S.C. § 1319(g)**
Respondent. :
:
Bridle Creek Residential Development :
Near Barrel Race Road and Quinella Ct. :
Martinsburg, WV 25404 :
Parcel ID: 02-08-0010-0020-0001 :
:
:
:

CONSENT AGREEMENT

PRELIMINARY STATEMENT

1. This Consent Agreement is entered into by the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region III (“Complainant”) and Panhandle Homes of Berkeley County, Inc. (“Respondent”) (collectively the “Parties”), pursuant to Section 309(g) of the Clean Water Act (“CWA”), 33 U.S.C. § 1319(g), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation, Termination or Suspension of Permits (“Consolidated Rules of Practice”), 40 C.F.R. Part 22. The CWA authorizes the Administrator of the U.S. Environmental Protection Agency to assess penalties and undertake other actions required by this Consent Agreement. The Administrator has delegated this authority to the Regional Administrator who, in turn, has delegated the authority to enter into agreements concerning administrative penalties to the Complainant. This Consent Agreement and the attached Final Order (hereinafter jointly referred to as the “Consent Agreement and Final Order”) resolve Complainant’s civil penalty claims against Respondent under the CWA (or the “Act”) for the violations alleged herein.

2. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant hereby simultaneously commences and resolves this administrative proceeding.

JURISDICTION

3. The U.S. Environmental Protection Agency (“EPA”) has jurisdiction over the above-captioned matter, as described in Paragraph 1, above.
4. The Consolidated Rules of Practice govern this administrative adjudicatory proceeding pursuant to 40 C.F.R. § 22.1(a)(6).
5. Pursuant to Section 309(g)(1)(B), EPA has consulted with the state of West Virginia Department of Environmental Protection (“WVDEP”) regarding this action, and will transmit a copy of this document to the appropriate WVDEP official.

GENERAL PROVISIONS

6. For purposes of this proceeding only, Respondent admits the jurisdictional allegations set forth in this Consent Agreement and Final Order.
7. Except as provided in Paragraph 6, above, Respondent neither admits nor denies the specific factual allegations set forth in this Consent Agreement.
8. Respondent agrees not to contest the jurisdiction of EPA with respect to the execution of this Consent Agreement, the issuance of the attached Final Order, or the enforcement of this Consent Agreement and Final Order.
9. For purposes of this proceeding only, Respondent hereby expressly waives its right to contest the allegations set forth in this Consent Agreement and Final Order and waives its right to appeal the accompanying Final Order.
10. Respondent consents to the assessment of the civil penalty stated herein, to the issuance of any specified compliance order herein, and to any conditions specified herein.
11. Respondent shall bear its own costs and attorney’s fees in connection with this proceeding.
12. Public notice of this Consent Agreement is required by section 309(g)(4)(A) of the CWA, 33 U.S.C. § 1319(g)(4)(A), and 40 C.F.R. § 22.45(b)(1). EPA is providing public notice and an opportunity to comment on the Consent Agreement prior to issuing the Final Order.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

13. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant alleges and adopts the Findings of Fact and Conclusions of Law set forth immediately below.

14. Panhandle Homes of Berkeley County, Inc. (“Panhandle Homes” or “Respondent”) is a land development company incorporated on February 14, 1997 in the State of West Virginia that engages in the construction of residential homes.
15. Panhandle Homes is a “person” within the meaning of Section 502(5) of the CWA, 33 U.S.C. § 1362(5).
16. Panhandle Homes owns and operates a property located near Barrel Race Road and Quinella Court in Martinsburg, WV, 39.48166667 °N, 77.93083333 °W, Berkeley County, Parcel ID: 02-08-0010-0020-0001 (“Site”), identified in Exhibit A (Site Map), attached herein.
17. The Site contains two unnamed relatively permanent streams that are tributaries to Opequon Creek and wetlands that abut and have a continuous surface connection to one of the relatively permanent streams. Opequon Creek is a tributary of the Potomac River, a traditional navigable water. The tributaries and wetlands on the Site are “waters of the United States” within the meaning of Section 502(7) of the CWA, 33 U.S.C. § 1362(7).
18. Panhandle Homes has been building a multi-phase residential community of single-family homes and townhouses on the Site called the Bridle Creek Subdivision since 2005.
19. Section 301(a) of the CWA, 33 U.S.C. §1311(a), prohibits any person from discharging dredged and/or fill material from a point source to “waters of the United States” except in compliance with a permit issued by the U.S. Army Corps of Engineers under Section 404 of the CWA, 33 U.S.C. § 1344.
20. The term “fill material” within the meaning of 40 C.F.R. § 232.2 includes any pollutant which replaces portions of “waters of the United States” with dry land or which changes the bottom elevation of a water body for any purpose. The term “discharge of fill material” includes “placement of fill that is necessary for the construction of any structure or infrastructure in a water of the United States.”
21. The West Virginia Department of Environmental Protection (“WVDEP”) issued West Virginia National Pollutant Discharge Elimination System (“WV NPDES”) permits to Panhandle Homes for different phases of construction for discharges of stormwater associated with construction activities pursuant to Section 402(p) of the CWA, 33 U.S.C. § 1342(p); 40 C.F.R. § 122.26(a),(c); and 40 C.F.R. § 122.21.
 - a. On June 26, 2019, WVDEP authorized Panhandle Homes to operate under General Permit No. WV0115924 for Phase 6 of its construction.
 - b. On February 9, 2022, WVDEP authorized Panhandle Homes to operate under General Permit No. WV0115924 for Phase 8 of its construction.

- c. On May 5, 2022, WVDEP authorized Panhandle Homes to operate under General Permit No. WV0115924 for Phases 9-10 of its construction.
22. During Phase 3 of construction, on February 5, 2016, Panhandle Homes applied to the U.S. Army Corps of Engineers for authorization under Nationwide Permit #29 to construct Stormwater Management Facility #3 for the subdivision. The U.S. Army Corps of Engineers authorized this work on April 29, 2016, under the file number LRP-2006-0917. This work consisted of constructing the stormwater management structure, embankment construction and installation of sections of 8” PVC sanitary sewer and 6” PVC sanitary sewer forcemain resulting in 265 linear feet of permitted permanent impact to an unnamed tributary to Opequon Creek. Work also included a temporary stream crossing to facilitate construction. This work took place between May 2016 and September 2016.
23. On October 6, 2023, EPA conducted an inspection of the Site and documented impacts from land clearing, earth-moving, and filling activities to streams and wetlands (*See Exhibit B (Impact Areas) for a map with the impacts*) from Panhandle Homes’ construction activities at the Site.

Count I

Violation of Section 301(a) of the CWA by Discharging Dredged and/or Fill Material to the Waters of the United States without Authorization

24. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
25. Based on available aerial imagery, beginning in November 2018 through August 30, 2022, Respondent, or persons acting on behalf of Respondent, operated equipment which discharged dredged and/or fill material to waters of the United States at the Site, without authorization from the U.S. Army Corps of Engineers. Respondent has impacted approximately 1,024 linear feet of relatively permanent stream and 0.2 acres of wetlands that abut and have a continuous surface connection to a relatively permanent stream. *See Exhibit B (Impact Areas) for a map with the impacts.* Impacts to two major areas of the Site and one temporary impact include:
 - a. Earthmoving, clearing, regrading and burying an unnamed relatively permanent tributary to Opequon Creek, and then placing several rock check dams on top of the fill where the stream is buried between 2018 and 2022, based on aerial imagery (1,024 linear feet of stream impacted);
 - b. Earthmoving for development and construction of a road crossing impacted 0.20 acres of emergent wetlands in 2021 in the northern part of the parcel; and
 - c. Construction activity between 2018 to 2020, based on aerial imagery, resulting in a temporary stream crossing placed in an unnamed relatively permanent tributary

to Opequon Creek.

26. On August 30, 2022, the U.S. Army Corps of Engineers sent a letter to Respondent, under file number LRP-2006-0917, advising that, any placement of fill into streams and wetlands beyond the limits of the Nationwide Permit authorization it received in 2016 would constitute unauthorized activity and a violation of the Clean Water Act, 33 U.S.C. §§ 1311, 1344. The letter stated that “[r]ecent aerial photography of the site appears to show that fill has been placed into streams and wetlands beyond the limits of the Nationwide Permit authorization,” and that “[n]o further work can be performed at this location after receipt of this Order.”
27. The equipment referenced above, from which the dredged and/or fill material was discharged to “waters of the United States,” constitutes a “point source” within the meaning of Section 502(14) of the CWA, 33 U.S.C. § 1362(14).
28. Respondent did not have authorization to discharge dredged and/or fill material into waters of the United States at the Site pursuant to a permit issued by the U.S. Army Corps of Engineers under Section 404 of the CWA, 33 U.S.C. § 1344, other than for the work performed between May 2016 and September 2016 pursuant to the Nationwide Permit #29 authorization described in Paragraph 22.
29. Respondent, by discharging dredged and/or fill material into “waters of the United States” without authorization as described above in Paragraph 25 and beyond the Nationwide Permit as described in Paragraph 26, has violated Section 301(a) of the CWA, 33 U.S.C. § 1311(a).
30. By violating Section 301(a) of the CWA, 33 U.S.C. § 1311(a), Respondent is subject to the assessment of penalties under Section 309(g) of the CWA, 33 U.S.C. § 1319(g).

CIVIL PENALTY

31. In settlement of EPA’s claims for civil penalties for the violations alleged in this Consent Agreement, Respondent consents to the assessment of a civil penalty in the amount of **One Hundred and Ten Thousand Dollars (\$110,000)**, which Respondent shall be liable to pay in accordance with the terms set forth below.
32. The civil penalty is based upon EPA’s consideration of a number of factors, including the penalty criteria (“statutory factors”) set forth in Section 309(g) of the CWA, 33 U.S.C. § 1319(g), including, the following: the nature, circumstances, extent and gravity of the violation(s), Respondent’s ability to pay, prior history of compliance, degree of culpability, economic benefit or savings resulting from the violations, and such other matters as justice may require. These factors were applied to the particular facts and circumstances of this case with specific reference to EPA’s *Clean Water Act Section 404 Settlement Penalty Policy* (2001) which reflects the statutory penalty criteria and factors set forth at Section 309(g) of the CWA, 33 U.S.C. § 1319(g), the appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19, and the

applicable EPA memoranda addressing EPA’s civil penalty policies to account for inflation.

33. Payment of the civil penalty amount, and any associated interest, administrative fees, and late payment penalties owed, shall be made by either cashier’s check, certified check or electronic wire transfer, in the following manner:

- a. All payments by Respondent shall include reference to Respondent’s name and address, and the Docket Number of this action, *i.e.*, CWA-03-2024-0005;
- b. All checks shall be made payable to the “United States Treasury”;
- c. All payments made by check and sent by regular mail shall be addressed and mailed to:

U.S. Environmental Protection Agency
Cincinnati Finance Center
P.O. Box 979078
St. Louis, MO 63197-9000

d. For additional information concerning other acceptable methods of payment of the civil penalty amount see:

<https://www.epa.gov/financial/makepayment>

e. A copy of Respondent’s check or other documentation of payment of the penalty using the method selected by Respondent for payment shall be sent simultaneously by email to:

Aviva Reinfeld
Assistant Regional Counsel
Reinfeld.aviva@epa.gov

and

U.S. EPA Region III Regional Hearing Clerk
R3_Hearing_Clerk@epa.gov.

34. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim, as more fully described below. Accordingly, Respondent’s failure to make timely payment of the penalty as specified herein shall result in the assessment of late payment charges including interest, penalties and/or administrative costs of handling delinquent debts.

35. Payment of the civil penalty is due and payable immediately upon the effective date of this Consent Agreement and Final Order. Receipt by Respondent or Respondent's legal counsel of such copy of the fully executed Consent Agreement and Final Order, with a date stamp indicating the date on which the Consent Agreement and Final Order was filed with the Regional Hearing Clerk, shall constitute receipt of written initial notice that a debt is owed as of the effective date of this Consent Agreement and Final Order by Respondent in accordance with 40 C.F.R. § 13.9(a).
36. INTEREST: Interest on the civil penalty assessed in this Consent Agreement and Final Order will begin to accrue on the effective date of this Consent Agreement and Final Order. However, EPA will not seek to recover interest on any amount of the civil penalties that is paid within thirty (30) calendar days after the effective date of this Consent Agreement and Final Order. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R § 13.11(a).]
37. ADMINISTRATIVE COSTS: The costs of the EPA's administrative handling of overdue debts will be charged and assessed monthly throughout the period a debt is overdue. 40 C.F.R. § 13.11(b). If payment is not received within 30 calendar days of the effective date of this Consent Agreement, EPA will also assess a \$15.00 administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the payment is due and an additional \$15.00 for each subsequent thirty (30) days the penalty remains unpaid.
38. LATE PAYMENT PENALTY: A late payment penalty of six percent per year will be assessed monthly on any portion of the civil penalty that remains delinquent more than ninety (90) calendar days. 40 C.F.R. § 13.11(c). Should assessment of the penalty charge on the debt be required, it shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).
39. Respondent agrees not to deduct for federal tax purposes the civil penalty assessed in this Consent Agreement and Final Order. The parties consent to service of the Final Order by e-mail at the following valid email addresses: reinfeld.aviva@epa.gov (for Complainant), and lah@panhandlebuilders.com (for Respondent).
40. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, EPA is required to send to the Internal Revenue Service ("IRS") annually, a completed IRS Form 1098-F ("Fines, Penalties, and Other Amounts") with respect to any court order or settlement agreement (including administrative settlements), that require a payor to pay an aggregate amount that EPA reasonably believes will be equal to, or in excess of, \$50,000 for the payor's violation of any law or the investigation or inquiry into the payor's potential violation of any law, including amounts paid for "restitution or remediation of property" or to come "into compliance with a law." EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (i.e., a copy of IRS Form 1098-F). Failure to comply with providing IRS Form W-9 or Tax Identification Number ("TIN"), as described below, may subject Respondent to a penalty, per 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1. In order to provide

EPA with sufficient information to enable it to fulfill these obligations, EPA herein requires, and Respondent herein agrees, that:

- a. Respondent shall complete an IRS Form W-9 (“Request for Taxpayer Identification Number and Certification”), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>;
- b. Respondent shall therein certify that its completed IRS Form W-9 includes Respondent’s correct TIN or that Respondent has applied and is waiting for issuance of a TIN;
- c. Respondent shall email its completed Form W-9 to EPA’s Cincinnati Finance Center at henderson.jessica@epa.gov, within 30 days after the Final Order ratifying this Agreement is filed, and EPA recommends encrypting IRS Form W-9 email correspondence; and
- d. In the event that Respondent has certified in its completed IRS Form W-9 that it has applied for a TIN and that TIN has not been issued to Respondent within 30 days after the effective date, then Respondent, using the same email address identified in the preceding sub-paragraph, shall further:
 - i. notify EPA’s Cincinnati Finance Center of this fact, via email, within 30 days after the 30 days after the effective date of this Order per Paragraph 47; and
 - ii. provide EPA’s Cincinnati Finance Center with Respondent’s TIN, via email, within five (5) days of Respondent’s issuance and receipt of the TIN.

GENERAL SETTLEMENT CONDITIONS

41. By signing this Consent Agreement, Respondent acknowledges that this Consent Agreement and Final Order will be available to the public and represents that, to the best of Respondent’s knowledge and belief, this Consent Agreement and Final Order does not contain any confidential business information or personally identifiable information from Respondent.
42. Respondent certifies that any information or representation it has supplied or made to EPA concerning this matter was, at the time of submission true, accurate, and complete and that there has been no material change regarding the truthfulness, accuracy or completeness of such information or representation. EPA shall have the right to institute further actions to recover appropriate relief if EPA obtains evidence that any information provided and/or representations made by Respondent to the EPA regarding matters relevant to this Consent Agreement and Final Order, **including information about respondent’s ability to pay a penalty**, are false or, in any material respect, inaccurate. This right shall be in addition to all other rights and causes of action that EPA may have,

civil or criminal, under law or equity in such event. Respondent and its officers, directors and agents are aware that the submission of false or misleading information to the United States government may subject a person to separate civil and/or criminal liability.

43. Respondent certifies to EPA, upon personal investigation and to the best of its knowledge and belief, that it currently is in compliance with the Administrative Order on Consent between Respondent and EPA, Docket No. CWA-03-2023-0051DW, which addresses the violations alleged herein.

OTHER APPLICABLE LAWS

44. Nothing in this Consent Agreement and Final Order shall relieve Respondent of its obligation to comply with all applicable federal, state, and local laws and regulations, nor shall it restrict EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on the validity of any federal, state or local permit. This Consent Agreement and Final Order does not constitute a waiver, suspension or modification of the requirements of the CWA, or any regulations promulgated thereunder.

RESERVATION OF RIGHTS

45. This Consent Agreement and Final Order resolves only EPA's claims for civil penalties for the specific violation[s] alleged against Respondent in this Consent Agreement and Final Order. EPA reserves the right to commence action against any person, including Respondent, in response to any condition which EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. This settlement is subject to all limitations on the scope of resolution and to the reservation of rights set forth in Section 22.18(c) of the Consolidated Rules of Practice, 40 C.F.R. § 22.18(c). EPA reserves any rights and remedies available to it under the CWA, the regulations promulgated thereunder and any other federal law or regulation to enforce the terms of this Consent Agreement and Final Order after its effective date.

EXECUTION /PARTIES BOUND

46. This Consent Agreement and Final Order shall apply to and be binding upon the EPA, the Respondent and the officers, directors, employees, contractors, successors, agents and assigns of Respondent. By his or her signature below, the person who signs this Consent Agreement on behalf of Respondent is acknowledging that he or she is fully authorized by the Respondent to execute this Consent Agreement and to legally bind Respondent to the terms and conditions of this Consent Agreement and Final Order.

EFFECTIVE DATE

47. Pursuant to 40 C.F.R. § 22.45(b), this Consent Agreement and Final Order shall be issued only after a 40-day public notice and comment period is concluded. This Consent

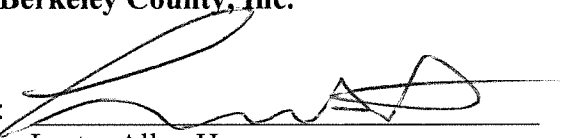
Agreement and Final Order will become final and effective thirty (30) days after having been signed by the Regional Administrator or his delegate, the Regional Judicial Officer, and filed with the Regional Hearing Clerk.

ENTIRE AGREEMENT

48. This Consent Agreement and Final Order constitutes the entire agreement and understanding between the Parties regarding settlement of all claims for civil penalties pertaining to the specific violations alleged herein and there are no representations, warranties, covenants, terms, or conditions agreed upon between the Parties other than those expressed in this Consent Agreement and Final Order.

For Respondent: **Panhandle Homes of Berkeley County, Inc.**

Date: 1/3/2024

By: 
Lester Allen Henry
President

For the Complainant:

After reviewing the Consent Agreement and other pertinent matters, I, the undersigned Director of the Enforcement & Compliance Assurance Division of the United States Environmental Protection Agency, Region III, agree to the terms and conditions of this Consent Agreement and recommend that the Regional Administrator, or his/her designee, the Regional Judicial Officer, issue the attached Final Order.

By: _____
[*Digital Signature and Date*]
Karen Melvin, Director
Enforcement & Compliance Assurance Division
U.S. EPA – Region III
Complainant

Attorney for Complainant:

By: _____
[*Digital Signature and Date*]
Aviva H. Reinfeld
Assistant Regional Counsel
U.S. EPA – Region III

Exhibit A – Site Map
Located near Barrel Race Road and Quinella Court
Martinsburg, Berkeley County, West Virginia

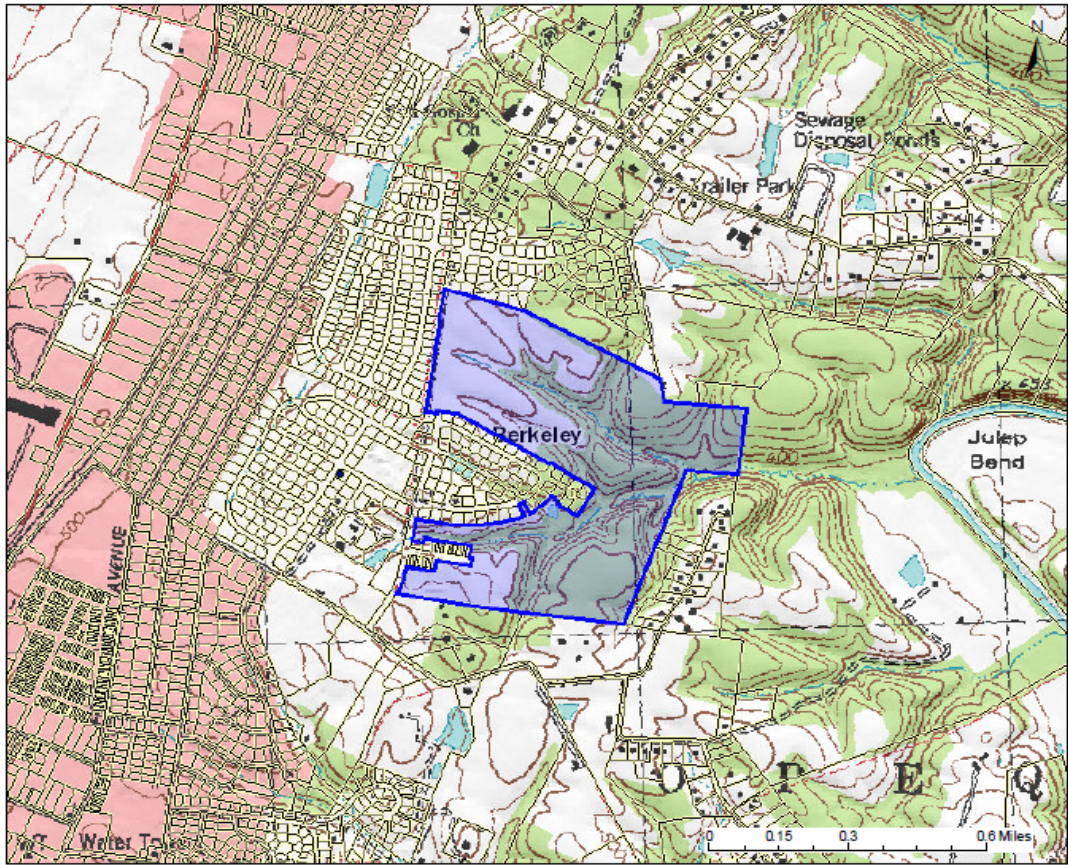


Exhibit B
Impact Areas



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
Philadelphia, Pennsylvania 19103



In the Matter of: :

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Respondent. :

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Bridle Creek Residential Development : :

Near Barrel Race Road and Quinella Ct. : :

Martinsburg, WV 25404 : :

Parcel ID: 02-08-0010-0020-0001 : :

: :

:

FINAL ORDER

Complainant, the Director of the Enforcement Compliance and Assurance Division, U.S. Environmental Protection Agency, Region III, and Respondent, Panhandle Homes of Berkeley County, Inc., have executed a document entitled “Consent Agreement,” which I hereby ratify as a Consent Agreement in accordance with the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (“Consolidated Rules of Practice”), 40 C.F.R. Part 22 (with specific reference to Sections 22.13(b) and 22.18(b)(2) and (3)). The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated into this Final Order as if fully set forth at length herein.

Based upon the representations of the parties in the attached Consent Agreement, the penalty agreed to therein is based upon consideration of, *inter alia*, EPA’s *Clean Water Act Section 404 Settlement Penalty Policy* (2001) and the statutory factors set forth in Section 309(g) of the CWA, 33 U.S.C. § 1319(g).

NOW, THEREFORE, PURSUANT TO Section 309(g), 33 U.S.C. § 1319(g) of the CWA and Section 22.18(b)(3) of the Consolidated Rules of Practice, **IT IS HEREBY ORDERED** that Respondent pay a civil penalty in the amount of **ONE HUNDRED AND TEN THOUSAND DOLLARS (\$110,000.00)**, in accordance with the payment provisions set forth in the Consent Agreement and in 40 C.F.R. § 22.31(c), and comply with the terms and conditions of the Consent Agreement.

This Final Order constitutes the final Agency action in this proceeding. This Final Order shall not in any case affect the right of the Agency or the United States to pursue appropriate

injunctive or other equitable relief, or criminal sanctions for any violations of the law. This Final Order resolves only those causes of action alleged in the Consent Agreement and does not waive, extinguish or otherwise affect Respondent's obligation to comply with all applicable provisions of the CWA and the regulations promulgated thereunder.

The effective date of the attached Consent Agreement and this Final Order is thirty (30) days after having been signed by the Regional Administrator or his delegate, the Regional Judicial Officer, and filed with the Regional Hearing Clerk.

By:

_____ *[Digital Signature and Date]*

Joseph J. Lisa

Regional Judicial and Presiding Officer

U.S. EPA Region III

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
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Philadelphia, Pennsylvania 19103

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	:	Clean Water Act, 33 U.S.C. § 1319(g)
Respondent.	:	
	:	
Bridle Creek Residential Development	:	
Near Barrel Race Road and Quinella Ct.	:	
Martinsburg, WV 25404	:	
Parcel ID: 02-08-0010-0020-0001	:	

CERTIFICATE OF SERVICE

I certify that the foregoing *Consent Agreement and Final Order* was filed with the EPA Region III Regional Hearing Clerk on the date that has been electronically stamped on the *Consent Agreement and Final Order*. I further certify that on the date set forth below, I caused to be served a true and correct copy of the foregoing to each of the following persons, in the manner specified below, at the following addresses:

Copies served via email to:

Mr. Lester Allen Henry
Panhandle Homes of Berkeley County, Inc.
222 Langston Boulevard
Martinsburg, WV 25404
lah@panhandlebuilders.com

Copies served via email to:

Aviva H. Reinfeld
Assistant Regional Counsel
U.S. EPA, Region III
reinfeld.aviva@epa.gov

Katelyn Almeter
Enforcement & Compliance Assurance Division
U.S. EPA, Region III
almeter.katelyn@epa.gov

[Digital Signature and Date]
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region III