

**BEFORE THE ENVIRONMENTAL APPEALS BOARD UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C.- REGION 9 State of California**

	X			
In re: United States of America &	:	Appeal Case No. <b>WC-CM-857267</b>		
Bryan K. Clark AWS CWI#15062591	:	Proceedings Pursuant:		
Department of Agriculture/Quality Control/ Project Inspector(“Appellant”) v.	:	28 U.S.C. 1345, 5 CFR 752.405(a)(b)		
Tanner Pacific Inc. CEO William Tanner,	:	28 U.S.C. 2410, 40 CFR 1505.2(a)(b)		
Tanner Pacific Inc. Accountant Kathryn	:	29 CFR 5.12(a)(1)(2), 29 CFR 7.13		
Tanner, Silicon Valley Clean Water Facility	:	17 CFR 201.250(e), 2 CFR 180.800(a)(b)		
Manager Teresa Herrera P.E. (“Appellees”)	:	29 CFR 6.32, 40 CFR 1506.10(a)(b)		
ICIS-NPDES CWA CA0038369 Major:	:	42 U.S.C. 9606(b)(1), 42 U.S.C.9607(c)(3)		
NPDES Individual Permit	:	29 CFR 531.4,49 CFR 24.10(a)(b)		
	:			

NOTICE MOTION ON APPEAL DISPOSITION OF A MOTION FOR CERCLA 42 U.S.C.  
9604(e)(5)(B), 9606(b)(1) 9607(c)(3) CONSENT DECREE  
FOR RECOVERY OF PAST RESPONSE COSTS

**WHEREAS** on **September 13, 2022** Deputy Labor Commissioner **Lupe Mercado** held a Hearing at 100 Paseo de San Antonio, Room 120 San Jose, CA 95113 with **Department of Agriculture (U.S.D.A.) Id 7 CFR 4279.256(b)(2) “Project inspector”** (“Appellant”) Bryan K. Clark AWS CWI#15062591 42 U.S.C. 9601(4)(5)(35)(A), **N.E.P.A.[42 U.S.C. 4321]** , **California Labor Code 1720(a)**Inspection & (“Appellees”) Prime Contractor’s Attorney for Tanner Pacific Inc. CEO William Tanner, Tanner Pacific Inc. Accountant/Fiduciary Kathryn Tanner. (“Appellees”) Are in **Breach of Fiduciary Duty 17 CFR 205.2(d), 18 U.S.C. 664 Theft or Embezzlement from employee benefit Plan**, for failure to make Irrevocable Contributions Pursuant **Department of Agriculture (U.S.D.A.) 7 CFR 4279.256(b)(2) “Project inspector”** (“Appellant”) Bryan K. Clark AWS CWI#15062591; **40 U.S.C. § 3703. Report of violations and withholding of amounts for unpaid wages and liquidated damages 40 U.S.C. § 3703(a) REPORTS OF INSPECTORS; California Labor Code § 222-Unlawful Deductions** from Employee Prevailing Wage income pursuant Department of Industrial Relations **#BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER DETERMINATION: NC-63-3-9-2020-2; 29 CFR 5.23 Statutory Provisions** The rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program **19 U.S.C. 3501(9)WTO Agreement**; (“Appellees”) Prime Contractor’s Attorney for Tanner Pacific Inc. CEO William Tanner, Tanner Pacific Inc. Accountant/Kathryn Tanner defined in **5 CFR 2536.305(b)(2) Profession which involves a**

**Fiduciary relationship** (“Appellees”) have been in Violation my entire prevailing wage Income for Years 2019, 2020, & 2022 and continue to Restrain **5 U.S.C. §1. Trusts**, etc., in restraint of trade illegal; penalty (“Appellant”)Required Minimum Wages **40 U.S.C. § 3141, 29 CFR 5.5(a)(1), 29 CFR 5.23** and proceeded to Negotiate the amount of a Settlement for Partial Payment of (“Appellant”) withheld Required Minimum Wages **19 U.S.C. 3501(9)WTO Agreement; California Labor Code 1720(a) & #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER DETERMINATION: NC-63-3-9-2020-2** in the Amount of \$17,000. Partial Settlement Agreement Between **Department of Agriculture (U.S.D.A.) 7 CFR 4279.256(b)(2) “Project inspector”** (“Appellant”) Bryan K. Clark AWS CWI#15062591; **40 U.S.C. § 3703. Report of violations and withholding of amounts for unpaid wages and liquidated damages 40 U.S.C. § 3703(a) REPORTS OF INSPECTORS;** & Tanner Pacific Inc. CEO William Tanner failed to meet the **Required Deadline** for Payment of State of California Department of Industrial relations **Case Number WC-CM-857267 Partial withheld** September 16, 2022. (“Appellees”) Prime Contractor Tanner Pacific Inc. **CEO William Tanner**, Tanner Pacific Inc. **Accountant Kathryn Tanner** & Awarding Body **California Labor Code 1726(a)**The body awarding the contract for public work shall take cognizance of violations, Facility **Manager Teresa Herrera P.E.** Silicon Valley Clean Water Facility in **Default** since **September 17, 2022** Check was received and deposited on **09/19/2022**. Check for Partial Payment for illegally withheld income wasn’t deposited in my bank account until **09/28/2022**.

**WHEREAS**, (“Appellees”) Prime Contractor Tanner Pacific Inc. **CEO William Tanner**, Tanner Pacific Inc. **Accountant/Fiduciary Kathryn Tanner** in Breach of Fiduciary Duty **17 CFR 205.2(d)** for failure to make Irrevocable Contributions & **Awarding Body California Labor Code 1726(a)**The body awarding the contract for public work shall take cognizance of violations, Facility **Manager Teresa Herrera P.E.** Silicon Valley Clean Water Facility Deprived **18 U.S.C. § 246 Section 246 - Deprivation of relief benefits** for **Department of Agriculture (U.S.D.A.) Id 7 CFR 4279.256(b)(2) “Project inspector”** (“Appellant”) Bryan K. Clark AWS CWI#15062591; **40 U.S.C. § 3703. Report of violations and withholding of amounts for unpaid wages and liquidated damages 40 U.S.C. § 3703(a) REPORTS OF INSPECTORS;** with Respect to His Prevailing Wage Benefits provided by the United States of America **7 CFR 4279.256(a)(b)(1)(2)(3)(4)(c)(d)(e) Surety (f) Equal opportunity (h)Wage Rates.**

**WHEREAS 29 CFR Appendix-A-to-Part-13(k)Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.**

**WHEREAS 29 CFR 541.4** While collective bargaining agreements cannot waive or reduce the Act's protections, **nothing** in the Act or the regulations in this part **relieves employers from their contractual obligations** under collective bargaining agreements.

**(1) WHEREAS 29 §276a–2(b)** If the accrued payments withheld under the terms of the contract, as aforesaid, are insufficient to reimburse all the laborers and mechanics with respect to whom there has been a failure to pay the wages required pursuant to sections 276a to 276a–5 of this title, such laborers and mechanics shall have the right of action and/or of intervention against the contractor and his sureties conferred by law upon persons furnishing labor or materials, and in such proceedings it shall be **no defense** that such laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds. (“Appellees”) In Violation:

**(2) 7 CFR 4279.256(f) Equal opportunity**

**(3) (“Appellees”) In Violation: 7 CFR 4279.256(h)Wage rates. Davis Bacon Act**

**(4) 29 CFR § 541.4 Other laws and collective bargaining agreements.**

**(5) 40 CFR § 1505.2 Record of decision in cases requiring environmental impact statements.**

**(6) 40 CFR § 1505.3 Implementing the decision.**

**(7) 20 U.S.C. § 6733(5) State. (6) Teacher.** The term “teacher” means— (A) a teacher, instructor, principal, or administrator; (B) another educational professional who works in a school; (C) a professional or nonprofessional employee who— (i) works in a school; and (ii)(I) in the **employee’s job, maintains discipline or ensures safety**; or (II) in an emergency, is called on to **maintain discipline or ensure safety**; or (D) **an individual member** of a school board (as distinct from the board). **Department of Agriculture (U.S.D.A.) 7 CFR 4279.256(b)(2) “Project inspector” (“Appellant”) Bryan K. Clark AWS CWI#15062591; 40 U.S.C. § 3703. Report of violations and withholding of amounts for unpaid wages and liquidated damages 40 U.S.C. § 3703(a)**

**REPORTS OF INSPECTORS; Id 7 CFR 4279.256(b)(2)** The Lender must ensure an onsite “**Project inspector**” or independent engineer monitors the Project; for Material ID of steel chemical composition for all welded steel, Metallurgy, Inspections for Welder Certifications Production/Fabrication, Craftsmanship of American iron and steel **40 CFR § 35.10030(a)(b)(c)(d)(e); 29 CFR §1910.66-3. Design Requirements--AWS, AISC; 42 U.S.C. 9601(35)(A)(B)(iii)(VI) Visual Inspections of the facility and adjoining properties.** “**SUFFERED**” **18 U.S.C. § 246 Section 246 - Deprivation of relief benefits; 42 U.S.C. §9675. Applicability of securities laws. 42 U.S.C. §9675 (a) Ownership interests.**

**(8) 20 U.S.C. § 6733(1) Economic loss. (2) Harm (A Recalcitrance I; Per: CERCLA PENALTY Matrix). (3) Noneconomic loss. 49 CFR § 24.2(13) Federal financial assistance. (14) Household income. Child Support. (15) Initiation of negotiations.** Unless a different action is specified in applicable Federal program regulations, the term initiation of negotiations means the following: (i) Whenever the displacement results from the acquisition of the real property by a Federal Agency or State Agency, the initiation of negotiations means the delivery of the initial written offer of just compensation by the Agency to the owner or the owner's representative to purchase the real property for the project. However, if the Federal Agency or State Agency issues a notice of its intent to acquire the real property, and a person moves after that notice, but before delivery of the initial written purchase offer, the initiation of negotiations means the actual move of the person from the property. (iii) In the case of a permanent relocation to protect the public health and welfare, under the **Comprehensive Environmental Response Compensation and Liability Act of 1980 (Pub. L. 96-510, or Superfund) (CERCLA)** the initiation of negotiations means the formal announcement of such relocation or the Federal or federally-coordinated health advisory where the Federal Government later decides to conduct a permanent relocation. (iv) In the case of permanent relocation of a tenant as a result of an acquisition of real property described in **49 CFR § 24.101(b)(1) through (5)**, the initiation of negotiations means the actions described in **49 CFR § 24.2(a)(15)(i) and (ii)**, except that such initiation of negotiations does not become effective, for purposes of establishing eligibility for relocation assistance for such tenants under this part, until there is a written agreement between the Agency and the owner to purchase the real property. (See appendix A, **49 CFR § 24.2(a)(15)(iv)**), **42 U.S.C. 9601(4)(5)(6)**

**(9) 42 U.S.C. § 9605. National contingency plan, 40 CFR § 300.2 Authority and applicability.** The

NCP is required by section 105 of the **Comprehensive Environmental Response, Compensation, and Liability Act** of 1980, **42 U.S.C. 9605**, as amended.

**42 U.S.C. 9604(e)(5)(B), 9606(b)(1), 9607(c)(3) CONSENT DECREE**

**California Public Contract Code Section 22300 (g)(1)-(10) ESCROW**

**AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION** Single

Audit Act **31 U.S.C. 7501, 49 CFR 24.102(a) Expeditious** Acquisition

**49 CER 24.401(a) (2)(c)(2)(in)(iv)(d)increase(e)** Incidental (1)(2)(4)(6) Title Insurance

(7)**Escrow Agent(8)**State Revenue.

**17 CFR 201.240(c)SETTLEMENT.**

**Cal. Gov. Code § 5451 - Pledge valid and binding, enforceable against pledgor**

**26 CFR 1.148-3 General** arbitrage rebate rules

**26 CFR 1.148-1(c)(2)(3) Sinking fund. Sinking fund, Pledged fund**

**Cal. Pub. Util. Code § 1826**

**40 CFR § 35.10040 Investment-grade ratings**

**7 CFR §765.405(e) (e)** Any equity due the transferor is held in **escrow** by an Agency designated closing agent and is disbursed at closing.

**26 CFR 1.1397E-1(h)(8)(ii)(B)(3)** defeasance escrow

**48 CFR 28.203-3 Release of security interest**

**(10) 12 U.S.C. 5231(j)** Funding (1) Of the amounts made available to the Secretary of the Treasury under section 5228 of this title, \$50,000,000 shall be available to the Special Inspector General to carry out this section, not later than 7 days after April 24, 2009; **California Public Contract Code**

**Section 22300(g)(7) "Upon 7 Days"**

**BEFORE THE ENVIRONMENTAL APPEALS BOARD UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C.- REGION 9 State of California**

----- X  
In re: United States of America & : Appeal Case No. **WC-CM-857267**  
Bryan K. Clark AWS CWI#15062591 : Proceedings Pursuant:  
Department of Agriculture/Quality Control/ : 28 U.S.C. 1345, 5 CFR 752.405(a)(b)  
Project Inspector(“Appellant”) v. : 28 U.S.C. 2410, 40 CFR 1505.2(a)(b)  
 : 29 CFR 5.12(a)(1)(2), 29 CFR 7.13  
Tanner Pacific Inc. CEO William Tanner, : 17 CFR 201.250(e), 2 CFR 180.800(a)(b)  
Tanner Pacific Inc. Accountant Kathryn : 29 CFR 6.32, 40 CFR 1506.10(a)(b)  
Tanner, Silicon Valley Clean Water Facility : 42 U.S.C. 9606(b)(1), 42 U.S.C.9607(c)(3)  
Manager Teresa Herrera P.E. (“Appellees”) : 29 CFR 531.4,49 CFR 24.10(a)(b)  
ICIS-NPDES CWA CA0038369 Major: ::  
NPDES Individual Permit :  
----- X

MOTION ON APPEAL DISPOSITION OF A MOTION FOR CERCLA 42 U.S.C.  
9604(e)(5)(B), 9606(b)(1) 9607(c)(3) CONSENT DECREE  
FOR RECOVERY OF PAST RESPONSE COSTS

**INTRODUCTION**

**WHEREAS**, United States of America & **Department of Agriculture (U.S.D.A.) 7 CFR 4279.256(b)(2) “Project inspector”** (“Appellant”) Bryan K. Clark AWS CWI#15062591 42 U.S.C. 9601(4)(5)(35)(A), N.E.P.A. [42 U.S.C. 4321] ); **40 U.S.C. § 3703. Report of violations and withholding of amounts for unpaid wages and liquidated damages 40 U.S.C. § 3703(a) REPORTS OF INSPECTORS; 42 U.S.C. 9604(g)** defined in **28 U.S.C.1345, 28 U.S.C.1346(a)(1)(b)(1)(c), State of California Public Contract Code Section 2051(c)(f)(2)(3)(g)Minority Participating State or Local Agency, Former Employee 15 CFR 0.735-42(b)(1), Member of a Federal Agency/International Organization** defined in **19 U.S.C. 2571(3)(6)(8)(9)(12); 29 CFR §1910.66-3. Design Requirements--AWS, AISC. Signed into a Prime Contract 29 CFR 5.2(c)(e)(f)(g)(h)(i) on October 14, 2019 for “Current Inspector Prevailing Wage”** with (“Appellees”) Prime Contractor **Tanner Pacific Inc. CEO William Tanner** pursuant to: **Department of Agriculture (U.S.D.A.) 7 CFR 4279.256(b)(1)** The Lender must monitor the progress of construction and confirm the reviews and inspections necessary to ensure that construction conforms to applicable **Federal, State, and local** code requirements have been performed; proceeds are used in accordance with the approved plans, specifications, and contract documents; and that loan funds are used for Eligible Project Costs in accordance with the purposes approved by the Agency in its Conditional Commitment. The Lender must expeditiously report any problems in Project development to the Agency. **Department of Agriculture (U.S.D.A.) 7 CFR 4279.256(b)(2)** The Lender must ensure an onsite “**Project inspector**” or independent engineer monitors the Project; for Material ID of steel chemical composition for all

welded steel, Metallurgy, Inspections for Welder Certifications Production/Fabrication, Craftsmanship of <sup>1</sup>American iron and steel **40 CFR§ 35.10030(a)(b)(c)(d)(e), 29 CFR §1910.6(j)(1)-(7)** Incorporation by reference AWS; **Appendix A to 29 CFR §1910.66-2.** Assurance; **California Code Regulations Title 8 §16200(I)(b)** General Basis for Determining Prevailing Wage Rate-Davis Bacon Act<sup>2</sup> ; **State of California Labor Codes 1770, 1773, 1773.1, 1720(a), 3201.5(a)Binding**; Department of Industrial Relations #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER **DETERMINATION: NC-63-3-9-2020-2**; 29 CFR 5.23 **Statutory Provisions, 29 CFR 5.5; 42 U.S.C. 9604(g)Davis Bacon Wages; 42 U.S.C. 9601(35)(A)(B)(iii)(VI)Visual Inspections** of the facility and adjoining properties(see Contract) of Silicon Valley Clean Water Facility/Plant Recycled water, Waste water, & sewage for projects at **Awarding Body Silicon Valley Clean Water Facility: THE RESCU PROGRAM PROJECTS--FRONT OF PLANT( CIP 9502), PUMP STATIONS(CIP 9501)**for the **RESCU PROGRAM** Construction Improvements at **Silicon Valley Clean Water Facility** at 1400 Radio Rd Redwood City, CA 94065; as Required by State<sup>3</sup> and Federal Regulations pursuant **29 CFR §1910.67(c)(5)**All Welding Standards shall conform to

<sup>1</sup> **40 CFR §35.10030 (e)** All national waivers issued by EPA in accordance with section 436(b) of Pub. L. 113–76, 128 Stat. 346, 2014, Consolidated Appropriations Act, 2014, shall apply to projects receiving credit assistance under this part in the same manner as they apply to projects receiving assistance under the Clean Water and Drinking Water State Revolving Fund programs, unless such waiver addresses the timing of the submission of engineering plans and specifications as the submission relates to Congressional appropriations for either the Clean Water or Drinking Water State Revolving Fund programs.

<sup>2</sup> **40 U.S.C. § 3141.** Definitions In this subchapter, the following definitions apply: (1) FEDERAL GOVERNMENT. The term “Federal Government” has the same meaning that the term “United States” had in the Act of March 3, 1931 (known as the Davis-Bacon Act). (2) WAGES, SCALE OF WAGES, WAGE RATES, MINIMUM WAGES, AND PREVAILING WAGES. The terms “wages”, “scale of wages”, “wage rates”, “minimum wages”, and “prevailing wages” include(A) the basic hourly rate of pay; and (B) for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the forgoing, for vacation and holiday pay, for defraying the costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of those benefits, the amount of (i) the rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person under a fund, plan, or program; and (ii) the rate of costs to the contractor or subcontractor that may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected.

<sup>3</sup>**GENERAL PREVAILING WAGE DETERMINATION BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS CRAFT: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER DETERMINATION: NC-63-3-9-2020-2**

ISSUE DATE: August 22, 2020

EXPIRATION DATE OF DETERMINATION: June 30, 2021\* Effective until superseded by a new determination issued by the Director of Industrial Relations. (new rates after ten days after the expiration date if no subsequent determination is issued.) LOCALITY: All localities within Alameda, Sacramento, San Francisco, San Mateo counties (irrelevant localities excluded).

CLASSIFICATION (JOURNEYPELSON)	Straight-Time Total Hour Rate	Overtime Hourly Rate		Sunday/
		Daily	Saturday	Holiday2x
<b>Group 2</b>				
<b>AWS-CWI Building/Construction Inspector</b>	\$82.74		\$107.765	\$132.79

American Welding Society (AWS); **40 CFR §264.192(b)(1)-(6); 40 CFR §264.192 (b)**The owner or operator of a new tank must ensure that proper handling procedures are adhered to in order to prevent damage to the system during installation. Prior to covering, enclosing, or placing a new tank system or component in use, an independent, qualified, installation inspector or a qualified Professional Engineer, either of whom is trained and experienced in the proper installation of tanks systems or components, must inspect the system for the presence of any of the following: **40 CFR §264.192(b)(1) Weld breaks; (2) Punctures; (3) Scrapes of protective coatings; (4) Cracks; (5) Corrosion; (6) Other structural damage or inadequate construction/installation.** All discrepancies must be remedied before the tank system is covered, enclosed, or placed in use.

**WHEREAS Department of Agriculture (U.S.D.A.) 7 CFR 4279.256(b)(2) “Project inspector” (“Appellant”) Bryan K. Clark AWS CWI#15062591 was Discharged/Displaced** for no reason on **May 19, 2021** & (“Appellant”) Prevailing Wages were Illegally withheld pursuant to **State of California LABOR CODE Section 222 Unlawful Deductions & State of California LABOR CODE Section 201(a)** If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately(Discharge Date **05/19/2021**). Upon further inspections and Investigations by **Bryan K. Clark AWS CWI#15062591** & State of California Department of Industrial relations **Deputy Labor Commissioner Lupe Mercado Case Number WC-CM-857267**, it was Discovered that (“Appellees”) Prime Contractor Tanner Pacific Inc. CEO William Tanner, Tanner Pacific Inc. **Accountant Kathryn Tanner & Awarding Body California Labor Code 1726.(a)**The body awarding the contract for public work shall take cognizance of violations, Facility **Manager Teresa Herrera P.E.** Silicon Valley Clean Water Facility were found in Violation pursuant **California Labor Code § 222-Unlawful Deductions** from Employee wages. **Department of Industrial Relations Deputy Labor Commissioner Lupe Mercado** scheduled a Hearing **22 U.S.C. 701 Service Court** for September 13, 2022 with an amount ordered payable to (“Appellant”) from (“Appellees”) **Totaling at \$45,032.60.** The Amount earned or Accrued on Notice of Claim has been updated with new information Amounts illegally withheld and Owed (“Appellant”) for Years **2019 & 2021** are included in this Motion.

**WHEREAS on September 13, 2022 Deputy Labor Commissioner Lupe Mercado** held a Hearing at 100 Paseo de San Antonio, Room 120 San Jose, CA 95113 with (“Appellant”) Bryan K. Clark AWS CWI#15062591, (“Appellees”) Prime Contractor’s Attorney for Tanner Pacific



Inc. CEO William Tanner, Tanner Pacific Inc. Accountant Kathryn Tanner. (“Appellees”) Are in **Breach of Fiduciary Duty 17 CFR 205.2(d)** for failure to make Irrevocable Contributions of **(U.S.D.A.) 7 CFR 4279.256(b)(2) “Project inspector”** (“Appellant”) Bryan K. Clark AWS CWI#15062591 Prevailing Wage income pursuant Department of Industrial Relations **#BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER DETERMINATION: NC-63-3-9-2020-2; 29 CFR 5.23 Statutory Provisions** The rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program. (“Appellees”) Prime Contractor’s Attorney for Tanner Pacific Inc. CEO William Tanner, Tanner Pacific Inc. Accountant/Kathryn Tanner defined in **5 CFR 2536.305(b)(2) Profession which involves a Fiduciary relationship** (“Appellees”) have been in Violation my entire prevailing wage Income for Years **2019, 2020, & 2022** and continue to Restrain **5 U.S.C. §1. Trusts**, etc., in restraint of trade illegal; penalty (“Appellant”)Required Minimum Wages **40 U.S.C. § 3141, 29 CFR 5.5(a)(1), 29 CFR 5.23** and proceeded to Negotiate the amount of a Settlement for Partial Payment of (“Appellant”) withheld Required Minimum Wages **19 U.S.C. 3501(9)WTO Agreement; California Labor Code 1720(a) & GENERAL PREVAILING WAGE DETERMINATION: NC-63-3-9-2020-2** in the Amount of **\$17,000**. Partial Settlement Agreement Between **(U.S.D.A.) 7 CFR 4279.256(b)(2) “Project inspector”** (“Appellant”) Bryan K. Clark AWS CWI#15062591; **40 U.S.C. § 3703. Report of violations and withholding of amounts for unpaid wages and liquidated damages** & Tanner Pacific Inc. CEO William Tanner failed to meet the **Required Deadline** for Payment of State of California Department of Industrial relations **Case Number WC-CM-857267 Partial withheld** September **16, 2022**. (“Appellees”) Prime Contractor Tanner Pacific Inc. **CEO William Tanner**, Tanner Pacific Inc. **Accountant Kathryn Tanner** & Awarding Body **California Labor Code 1726(a)**The body awarding the contract for public work shall take cognizance of violations, Facility **Manager Teresa Herrera P.E.** Silicon Valley Clean Water Facility in Default since **September 17, 2022** Check was received and deposited on **09/19/2022**. Check for Partial Payment for illegally withheld income wasn’t deposited in (“Appellant”) bank account until **09/28/2022**.

**WHEREAS**, (“Appellees”) Prime Contractor Tanner Pacific Inc. **CEO William Tanner**, Tanner Pacific Inc. **Accountant/Fiduciary Kathryn Tanner** in Breach of Fiduciary Duty **17 CFR 205.2(d)** for failure to make Irrevocable Contributions & **Awarding Body California**

**Labor Code 1726(a)**The body awarding the contract for public work shall take cognizance of violations, Facility Manager Teresa Herrera P.E. Silicon Valley Clean Water Facility Deprived  
**18 U.S.C. § 246 Section 246 - Deprivation of relief benefits for (U.S.D.A.) 7 CFR 4279.256(b)(2) “Project inspector” (“Appellant”) Bryan K. Clark AWS CWI#15062591; 40 U.S.C. § 3703(a) REPORTS OF INSPECTORS;** with Respect to His Prevailing Wage Benefits provided by the United States of America,  
**7 CFR 4279.256(a)(b)(1)(2)(3)(4)(c)(d)(e) Surety (f) Equal opportunity (h)Wage Rates.**

**WHEREAS 29 CFR Appendix-A-to-Part-13(k)Waiver. Employees cannot waive,** nor may contractors induce employees to waive, their **rights** under **Executive Order 13706, 29 CFR part 13,** or this clause.

**WHEREAS 29 CFR 541.4** While collective bargaining agreements cannot waive or reduce the Act's protections, **nothing** in the Act or the regulations in this part **relieves employers from their contractual obligations** under collective bargaining agreements.

**WHEREAS 29 §276a–2(b)** If the accrued payments withheld under the terms of the contract, as aforesaid, are insufficient to reimburse all the laborers and mechanics with respect to whom there has been a failure to pay the wages required pursuant to sections 276a to 276a–5 of this title, such laborers and mechanics shall have the right of action and/or of intervention against the contractor and his sureties conferred by law upon persons furnishing labor or materials, and in such proceedings it shall be **no defense** that such laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

## **JURISDICTION**

Pursuant **40 U.S.C. § 121, Executive Order 12977. INTERAGENCY SECURITY COMMITTEE** By the authority vested in me as President by the Constitution and the laws of the United States of America, and in order to enhance the quality and effectiveness of security in and protection of buildings and facilities in the United States occupied by Federal employees for nonmilitary activities (**“Federal facilities”**), and to provide a permanent body to address continuing government-wide security for Federal facilities, it is hereby ordered as follows:  
**SECTION 1. Establishment.** There is hereby established within the executive branch the

Interagency Security Committee (“Committee”). The Committee shall consist of:

(a) the Secretary of Homeland Security (“Secretary”)

(b) representatives from the following agencies, appointed by the agency heads:

**(1) Department of State**

**(2) Department of the Treasury**

**(3) Department of Defense**

**(4) Department of Justice**

**(5) Department of the Interior**

**(6) Department of Agriculture**

**(7) Department of Commerce**

**(8) Department of Labor;**

**Department of Agriculture (U.S.D.A.) 7 CFR 4279.256(b)(2) “Project inspector”**

**(“Appellant”) Bryan K. Clark AWS CWI#15062591; 40 U.S.C. § 3703. Report of violations and withholding of amounts for unpaid wages and liquidated damages. 40 CFR 300.5**

**17 CFR 201.102 (a) Representing oneself.** In any proceeding, an individual may appear on his or her own behalf,

**15 CFR § 0.735-46 (c) Former employee's rights.** At a hearing, the former employee shall have the right: **15 CFR § 0.735-46 (c)(1)** To represent himself; **15 CFR § 0.735-46 (d)**

Procedure and evidence. In a hearing under this subpart, the Federal Rules of Evidence and Civil

Procedure do not apply but the examiner shall exclude irrelevant or unduly repetitious evidence

and all testimony shall be taken under oath or affirmation; **15 CFR § 2002.2** Trade Policy Staff

Committee; **32 CFR §148.1** Interagency reciprocal acceptance; **44 USC 3504(b)Guidance to**

**make Data Open by Default; Open, Public, Electronic, and Necessary Government Data Act.**

**40 U.S.C.§ 3133.(a) RIGHT OF PERSON FURNISHING LABOR OR MATERIAL TO COPY OF BOND.**

**40 U.S.C. §3144.** Authority to pay wages and list contractors violating contracts (a) **PAYMENT OF WAGES.(1) IN GENERAL(2) RIGHT OF ACTION-**If the accrued payments withheld under the terms of the contract are insufficient to reimburse all the laborers and mechanics who have not been paid the wages required under this subchapter, the laborers and mechanics have the same right to bring a civil action and intervene against the contractor and the contractor’s sureties

as is conferred by law on persons furnishing labor or materials. In those proceedings it is **not a defense** that the laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds. (b) LIST OF CONTRACTORS VIOLATING CONTRACTS- (1) IN GENERAL-The Comptroller General shall distribute to all departments of the Federal Government a list names of persons whom the Comptroller General has found to have disregarded their **obligations to employees and subcontractors.**

Executive Order No. 12898

Executive Order No. 12631

Executive Order No. 12954

### **COMPLAINTS/FINDINGS OF FACT**

**WHEREAS IT IS NOW THEREFORE DETERMINED, (“Appellees”) Tanner Pacific Inc. CEO William Tanner, Tanner Pacific Inc. Tanner Pacific Inc Accountant/Fiduciary Kathryn Tanner 5 CFR 2536.305(b)(2), & Awarding Body California Labor Code 1726(a)The body awarding the contract for public work shall take cognizance of violations, Facility Manager Teresa Herrera P.E. Silicon Valley Clean Water Facility:**

**Defined 49 CFR §24.2(ii) Displacing Agency. 49 CFR §24.6 Administration of jointly-funded projects in regards to(“Appellees”) Tanner Pacific Inc. CEO William Tanner, Tanner Pacific Inc. Tanner Pacific Inc Accountant/Fiduciary Kathryn Tanner Id 5 CFR 2536.305(b)(2) violations defined in Cal. Lab. Code Section § 222(State of California Labor Code)-Unlawful withholding of 29 CFR 1.2(a)(1) prevailing wage; ( NEPA [42 U.S.C. 4321] )Department of Agriculture (U.S.D.A.) 7 CFR 4279.256(b)(2) “Project inspector” (“Appellant”) Bryan K. Clark AWS CWI#15062591; 40 U.S.C. § 3703. Report of violations and withholding of amounts for unpaid wages and liquidated damages 40 U.S.C. § 3703(a) REPORTS OF INSPECTORS;**

Missing specified deadline for State of California Department of Industrial relations **Case Number WC-CM-857267 Settlement Agreement September 16<sup>th</sup>, 2022**(Tanner Pacific Inc. Accountant Kathryn Tanner admitted on email that the funds left Tanner Pacific Inc. Bank account on **September 20<sup>th</sup>, 2022**). Default amount of **\$35,036.49**

**WHEREAS, Pursuant 42 U.S.C. 9605(c)(4)New Information; In re: (“Appellees”) Tanner Pacific Inc. CEO William Tanner , Tanner Pacific Inc. Accountant Kathryn Tanner defined in 48 CFR 3.502–1 Prime Contractor; Made misrepresentations and false statements on**

Prevailing Wage Contract, Wage Statements, Retirement/Pension fund statements;(see Attachments: Tanner Pacific Inc. Contract signed by CEO William Tanner and Bryan K. Clark AWS CWI#15062591 **2020, 2021, 2022 Pension Statements**); Awarding Body **California Labor Code 1726(a)**The body awarding the contract for public work shall take cognizance of violations, Facility **Manager Teresa Herrera P.E.** Silicon Valley Clean Water Facility Enjoin in Liability: Reporting False claims and statements on **Bryan K. Clark AWS CWI#15062591**(“Appellant”) **2020 IRS W2 FORM** for Prevailing wages in the amount of **\$139,935** but Reporting on **Final BIWEEKLY WAGE STATEMENT Dated 12/31/2020 \$152, 432.33**(SEE ATTACHED: **Wage Statement Dated 12/31/2020**), BIWEEKLY WAGE STATEMENT also a Violation Pursuant **40 USC §276c.** Regulations governing contractors and subcontractors. shall furnish weekly a statement with respect to the wages paid each employee during the preceding week.

**WHEREAS, Tanner Pacific Inc Accountant/Fiduciary Kathryn Tanner 5 CFR 2536.305(b)(2)** Shall be Liable for Civil Penalties for Making misrepresentations and false statements on Prevailing Wage Statements, Retirement/Pension fund statements, and sharing (“Appellant”) **Confidential Information (2021, 2022 Pension Statements)** with **John Hancock Retirement Firm** to create an Unlawful Retirement account in the name **Department of Agriculture (U.S.D.A.) Id 7 CFR 4279.256(b)(2)** “Project inspector” (“Appellant”) Bryan K. Clark AWS CWI#15062591 6 months after Discharge Date **05/19/2021** and Against (“Appellant”) will and Authority as stated on email to CEO William Tanner November 3, 2021(SEE ATTACHMENT: **Email to CEO William Tanner November 3, 2021**); Shall be Liable for Civil Penalties for **42 U.S.C. 9604(e)(7) CONFIDENTIALITY OF INFORMATION.**(A)(B) Any person not subject to the provisions of section 1905 of title 18 of the United States Code who knowingly and willfully divulges or discloses any information entitled to protection under this subsection shall, upon conviction, be subject to a fine of not more than \$5,000 or to imprisonment not to exceed one year). Awarding Body **California Labor Code 1726(a)**The body awarding the contract for public work shall take cognizance of violations, Facility **Manager Teresa Herrera P.E.** Silicon Valley Clean Water Facility

#### **17 CFR 201.102(e) Suspension and disbarment**

**(1) 17 CFR 201.102(e)(1)(ii)** To be lacking in character or integrity or to have engaged in unethical or improper professional conduct; or

- (2) **17 CFR 201.102(e)(1)(iii)** To have willfully violated, or willfully aided and abetted the violation of any provision of the Federal securities laws or the rules and regulations thereunder.
- (3) **17 CFR 201.102(e)(1)(iv)** With respect to persons licensed to practice as accountants, “improper professional conduct” under § 201.102(e)(1)(ii) means: (A) Intentional or knowing conduct, including reckless conduct, that results in a violation of applicable professional standards
- (4) **17 CFR 201.102(e)(2)** Certain professionals and convicted persons. Any attorney who has been suspended or disbarred by a court of the United States or of any State; or any person whose license to practice as an accountant, engineer, or other professional or expert has been revoked or suspended in any State; or any person who has been convicted of a felony or a misdemeanor involving moral turpitude shall be forthwith suspended from appearing or practicing before the Commission. A disbarment, suspension, revocation or conviction within the meaning of this section shall be deemed to have occurred when the disbarring, suspending, revoking or convicting agency or tribunal enters its judgment or order, including a judgment or order on a plea of nolo contendere, regardless of whether an appeal of such judgment or order is pending or could be taken. **(3) Temporary suspensions.** An order of temporary suspension shall become effective upon service on the respondent. No order of temporary suspension shall be entered by the Commission pursuant to paragraph (e)(3)(i) of this section more than 90 days after the date on which the final judgment or order entered in a judicial or administrative proceeding described in paragraph (e)(3)(i)(A) or (e)(3)(i)(B) of this section has become effective, whether upon completion of review or appeal procedures or because further review or appeal procedures are no longer available. **(i) The Commission,** with due regard to the public interest and without preliminary hearing, may, by order, temporarily suspend from appearing or practicing before it any attorney, accountant, engineer, or other professional or expert who has been by name: **(A) Permanently enjoined** by any court of competent jurisdiction, by reason of his or her misconduct in an action brought by the Commission, from violating or aiding and abetting the violation of any provision of the Federal securities laws or of the rules and regulations thereunder; or **(B) Found** by any court of competent jurisdiction in an action brought by the Commission to which he or she is a party or found by the Commission in any administrative proceeding to which he or she is a party to have violated (unless the violation was found not to have been willful) or aided and abetted the violation of any provision of the Federal securities laws or of the rules and regulations thereunder.

**(1) (“Appellees”) In Violation: 7 CFR 4279.256(f) Equal opportunity**

**(2) (“Appellees”) In Violation: 7 CFR 4279.256(h) Wage rates. Davis Bacon Act**

**(3) 29 CFR § 541.4 Other laws and collective bargaining agreements.**

**(4) 40 CFR § 1505.2 Record of decision in cases requiring environmental impact statements.**

**(5) 40 CFR § 1505.3 Implementing the decision; 32 CFR 148.14(d)(1)(B) Unresolved**

**Complaint**

**(6) 20 U.S.C. § 6733(5) State. (6) Teacher.** The term “**teacher**” means (A) a teacher, instructor, principal, or administrator; (B) another educational professional who works in a school; (C) a professional or nonprofessional employee who (i) works in a school; and (ii)(I) in the **employee’s job, maintains discipline or ensures safety**; or (II) in an emergency, is called on to **maintain discipline or ensure safety**; or (D) **an individual member** of a school board (as distinct from the board). **Department of Agriculture (U.S.D.A.) 7 CFR 4279.256(b)(2) “Project inspector” (“Appellant”) Bryan K. Clark AWS CWI#15062591; 40 U.S.C. § 3703. Report of violations and withholding of amounts for unpaid wages and liquidated damages. 7 CFR 4279.256(b)(2)** The Lender must ensure an onsite “**Project inspector**” or independent engineer monitors the Project; for Material ID of steel chemical composition for all welded steel, Metallurgy, Inspections for Welder Certifications Production/Fabrication, Craftsmanship of American iron and steel **40 CFR § 35.10030(a)(b)(c)(d)(e); 29 CFR §1910.66-3. Design Requirements--AWS, AISC; 42 U.S.C. 9601(35)(A)(B)(iii)(VI) Visual Inspections of the facility and adjoining properties. “SUFFERED” 18 U.S.C. § 246 Section 246 - Deprivation of relief benefits. 42 U.S.C. §9675. Applicability of securities laws. 42 U.S.C. §9675 (a) Ownership interests.**

**(7) 20 U.S.C. § 6733(1) Economic loss. (2) Harm. (A Recalcitrance I; Per: EPA CERCLA PENALTY Matrix) (3) Noneconomic loss; 49 CFR § 24.2(13) Federal financial assistance. (14) Household income. (15) Initiation of negotiations.** Unless a different action is specified in applicable Federal program regulations, the term initiation of negotiations means the following: (i) Whenever the displacement results from the acquisition of the real property by a Federal Agency or State Agency, the initiation of negotiations means the delivery of the initial written offer of just compensation by the Agency to the owner or the owner's representative to purchase the real property for the project. However, if the Federal Agency or State Agency issues a notice of its intent to acquire the real property, and a person moves after that notice, but before delivery of the initial written purchase offer, the initiation of negotiations means the actual move of the person from the property. (iii) In the case of a permanent relocation to protect the public health and welfare, under the **Comprehensive Environmental Response Compensation and Liability Act of 1980 (Pub. L. 96–510, or Superfund) (CERCLA)** the

initiation of negotiations means the formal announcement of such relocation or the Federal or federally-coordinated health advisory where the Federal Government later decides to conduct a permanent relocation. (iv) In the case of permanent relocation of a tenant as a result of an acquisition of real property described in **49 CFR § 24.101(b)(1) through (5)**, the initiation of negotiations means the actions described in **49 CFR § 24.2(a)(15)(i) and (ii)**, except that such initiation of negotiations does not become effective, for purposes of establishing eligibility for relocation assistance for such tenants under this part, until there is a written agreement between the Agency and the owner to purchase the real property.

(See **Appendix A, 49 CFR 24.2(a)(15)(iv)**)

**(8) 42 U.S.C.§9611(a) Uses of Fund.**

**42 U.S.C.§9611(f) Obligation of moneys by Federal officials; obligation of moneys, settlement of claims by State officials or Indian tribe.**

**42 U.S.C.§9611 (j) Use of Post-closure Liability Fund**

**42 U.S.C.§9611 (k) Inspector General**

**(9) 42 U.S.C.§ 9605. National contingency plan, 40 CFR § 300.2 Authority and applicability.**

The NCP is required by section 105 of the **Comprehensive Environmental Response, Compensation, and Liability Act** of 1980, **40 CFR 300-CONTINGENCY PLAN- 40 CFR 300.1100(c)(2)(B); 40 CFR 300.1105(a)**

**42 U.S.C. 9610 Employee Protection, 7 CFR 4279.256(e)Surety,**

**42 U.S.C.9608(d)(1)(2), 2 CFR 200.326(c) Payment Bond,**

**45.602-1 Inventory Disposal Schedules**

**California Public Contract Code Section 22300 (g)(1)-(10) ESCROW**

**AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION,**

**Cal. Gov. Code § 5451 - Pledge valid and binding, enforceable against pledgor**

**40 U.S.C. § 543. Method of disposition. CASH**

**31 CFR 208.5 Accounts for Federal Disbursement**

**31 CFR 208.9 Electronic Transfer; 7 CFR §765.405(e) (e) Any equity due the transferor is held in escrow by an Agency designated closing agent and is disbursed at closing.**

**26 CFR 1.1397E-1(h)(8)(ii)(B)(3) defeasance escrow**

**Executive Order 13526 Section 2.1 Derivative Classification; 19 U.S.C.2571(11)**

**CONCLUSION IN LAW/COMPLIANCE ORDER ON CONSENT**



**WHEREAS, Department of Agriculture (U.S.D.A.) 7 CFR 4279.256(b)(2) “Project inspector” (“Appellant”) Bryan K. Clark AWS CWI#15062591; 40 U.S.C. § 3703. Report of violations and withholding of amounts for unpaid wages and liquidated damages Order on consent for ABATEMENT ACTION from: (“Appellees”) Tanner Pacific Inc. CEO William Tanner, Tanner Pacific Inc. Accountant Kathryn Tanner defined Prime Contractor; Awarding Body California Labor Code 1726(a)The body awarding the contract for public work shall take cognizance of violations, Facility Manager Teresa Herrera P.E. Silicon Valley Clean Water Facility:**

**31 CFR§223.20(b)(1) Default Revocation proceedings, 49 CFR §24.6 Administration of jointly-funded projects. CERCLA 42 U.S.C. 9601(35)(A) Contractual Agreement; 29 CFR 1.6(a)(1) Project wage Determination (180 Days); (Ability to Pay) 40 USC §3131. Bonds of contractors of public buildings or works; 48 CFR 28.204-1 United States bonds or notes; Bonds and Other Financial Protection 48 CFR 28.102-1(b)(1)(i)(ii)(iii) A tripartite escrow agreement; 42 U.S.C. 9607(h)Facility Liability; Single Audit Act 31 U.S.C. 7501,42 U.S.C.9608(d)(1)(2) 40 CFR 300-CONTINGENCY PLAN- 40 CFR 300.1105(a);**

**(1). 42 U.S.C. §9606. Abatement actions (26 CFR 57.9 Refund claims.)**

**(a) Maintenance, jurisdiction, etc.**

In addition to any other action taken by a State or local government, when the President determines that there may be an imminent and substantial endangerment to the public health or welfare or the environment because of an actual or threatened release of a hazardous substance from a facility, he may require the Attorney General of the United States to secure such relief as may be necessary to abate such danger or threat, and the district court of the United States in the district in which the threat occurs shall have jurisdiction to grant such relief as the public interest and the equities of the case may require. The President may also, after notice to the affected State, take other action under this section including, but not limited to, issuing such orders as may be necessary to protect public health and welfare and the environment.

**(2). 42 U.S.C. 9606(b)(1) Fines; reimbursement**

Any person who, without sufficient cause, willfully violates, or fails or refuses to comply with, any order of the President under subsection (a) may, in an action brought in the appropriate United States district court to enforce such order, be fined not more than **\$67,544** for each day in which such violation occurs or such failure to comply continues. (2)(A) Any person who

receives and complies with the terms of any order issued under subsection (a) may, within 60 days after completion of the required action, petition the President.

**42 U.S.C.9601(20)(F)(vi) Security Interest. 31 CFR 1010.3709(a)(1)(c)(1)(d)**

**42 U.S.C. 9604(e)(5)(B) \$67,544 Pursuant 40 CFR 19.4**

**(3). 42 U.S.C. 9606(c) Guidelines for using imminent hazard, enforcement, and emergency response authorities; promulgation by Administrator of EPA, scope, etc.**

Within **one hundred and eighty days** after enactment of this Act, the Administrator of the Environmental Protection Agency shall, after consultation with the Attorney General, establish and publish guidelines for using the imminent hazard, enforcement, an emergency response authorities of this section and other existing statutes administered by the Administrator of the Environmental Protection Agency to effectuate the responsibilities and powers created by this Act. (“Appellees”) **Tanner Pacific Inc. CEO William Tanner, Tanner Pacific Inc.**

**Accountant Kathryn Tanner** defined in **48 CFR 3.502–1** Prime Contractor; Awarding Body **California Labor Code 1726(a)**The body awarding the contract for public work shall take cognizance of violations, Facility **Manager Teresa Herrera P.E.** Silicon Valley Clean Water

Facility continue after **January 3rd 2022 to September 11<sup>th</sup> 2023. 40 CFR 300.7**

**January 3<sup>rd</sup>, 2022 to September 11<sup>th</sup>, 2023 = 180 Days. 31 CFR 1010.370(d)(1)180 Days**

**180 Days x \$67,544 per Day = Payment Bond \$12,157,920**

**49 CFR 24.6 Joint Liability for:**

**42 U.S.C. 9706(b)(1) = 2 x \$12,157,920 = \$24,315,840**

**Payment Bond = \$24,315,840 (TOTAL STILL OWED “\$49,494” + State of California**

**Department of Industrial relations Case Number WC-CM-857267 Settlement Agreement for \$35,036.49 Default Amount Payment Deadline not achieved on September 16<sup>th</sup> 2022)**

**FOR:**

**DETERMINATION: NC-63-3-9-2020-1**

**Year 2019- \$25,447 divided by \$60.00= 424 hours. 424 hours x \$79.29(ST)= \$33,619**

**2019 Proposed total Wages \$33,619**

**DETERMINATION: NC-63-3-9-2020-2**

**Year 2020(See Payroll Form WH-347 Dated for Biweekly Check a Date 12/31/2020)**

**2,085 hrs. x \$82.74(S.T.) = \$172,513**

**183 x \$107.765(O.T.) = \$19,721 (\$172,513 +\$19,721= 2020 Proposed total Wages \$192,234)**

Year 2021(See Payroll Form WH-347 Dated for Biweekly Check a Date 05/28/2021)-

$860 \times \$82.74(\text{S.T.}) = \$71,156$

$35 \times \$107.765(\text{O.T.}) = \$3,772$  ( $\$71,156 + \$3,772 = 2021$  Proposed Total Wages \$74,928)

**2021 Proposed total Wages \$74,928**

Construction/Building Inspector DETERMINATION: NC-63-3-9-2020-2 AWS CWI Group 2 in San Mateo County where Worksite is located 2021 Proposed total Wages \$74,928.

Only \$60,022 2021 Wages (reported to IRS by Tanner Pacific Inc.) on (“Appellant”) 2021 IRS FORM W2 filed By Tanner Pacific Inc. defined in 48 CFR 3.502–1 Prime Contractor) =

2021 Proposed total Wages Owed: \$14, 906 29 CFR 1.2(a)(1) prevailing wage;

**2020 Proposed total Wages \$192,234**

Construction/Building Inspector DETERMINATION: NC-63-3-9-2020-2 AWS CWI Group 2 in San Mateo County where Worksite is located 2020 Proposed total Wages \$192,234 -

\$139,935 2020 Wages (reported on (“Appellant”) 2020 IRS FORM W2 Received on 11-02-2022 from the IRS W & I Field Assistance Office Oakland, CA 94612 reported By Tanner Pacific Inc. defined in 48 CFR 3.502–1 Prime Contractor) = 2020 Proposed total

Wages Owed: \$52,299 29 CFR 1.2(a)(1) prevailing wage.

2019 Proposed total Wages \$33,619

Wages Reported on 2019 IRS FORM W2 Year 2019- \$25,447

$\$33,619 - \$25,447 = \$8,172$

Construction/Building Inspector DETERMINATION: NC-63-3-9-2020-1 AWS CWI Group 2 in San Mateo County where Worksite is located 2019 Proposed total Wages \$33,619 - \$25,447

2019 Wages (reported on (“Appellant”) 2019 IRS FORM W2 By Tanner Pacific Inc. defined in 48 CFR 3.502–1 Prime Contractor) = 2019 Proposed total Wages Owed: \$8,172

29 CFR 1.2(a)(1) prevailing wage;

2019 Proposed total Wages Owed: \$8,172

2020 Proposed total Wages Owed: \$52,299

2021 Proposed total Wages Owed: \$14,906

**TOTAL Unpaid Wages \$75,377-\$6,295 (Net. Pay Check Dated March 11, 2022) = \$69,082**

**TOTAL \$69,082-\$17,000 (Settlement Check Received 09/19/2022) = \$52,082**

**Second Partial Pension Distribution upon Separation of Service From John Hancock**

**Retirement Firm in the Amount of \$2,587.58(07/22/2022) \$52,082-\$2,588 = “\$49,494”**

**TOTAL STILL OWED “\$49,494” Department of Agriculture (U.S.D.A.) 7 CFR 4279.256(b)(2)**

**“Project inspector” (“Appellant”) Bryan K. Clark AWS CWI#15062591 (Unpaid Amount)“\$49,494” +  
\$35,036(State Case No.WC-CM-857267 Default amount) = \$84,530**

**FOR:**

**Cal. Lab. Code Section § 222(State of California Labor Code)-Unlawful withholding of 29 CFR**

**1.2(a)(1) prevailing wage; Duration: (Contract Signed) October 14, 2019 to May 19,**

**2021(Date of Discharge)**

**40 CFR 19.4; 29 CFR 22.3(a)(1)(iv), 31 U.S.C. 3802(a)(1)(2) Pursuant 40 CFR 19.4 \$13,508 Per**

**Claim-(2)(3)(4) Claims: 1-June 7 email + 1-November 2022 email + 1-PW1 Complaint + 1-DIR**

**Complaint + 1-DIR Notice of Claim & Hearing + 1-Notice of Investigation Complete + 1-Settlement**

**Agreement 1- Default email= 8 x \$13,508=\$108,064 and/or lack thereof Pursuant 40 CFR 276c: Failure**

**to provide weekly Itemized Prevailing wage statements for: 12 weekly itemized Prevailing wage**

**statement yr.2019+ 42 weekly itemized Prevailing wage statement yr.2020 + 20 weekly itemized**

**Prevailing wage statement yr.2021= 74 failure to furnish weekly itemized Prevailing wage statement**

**29 CFR 22.3(b)(1)(ii)\$13,508 per fraudulent, fictitious statement and/or lack thereof Pursuant: 40 CFR**

**276c shall furnish weekly a statement with respect to the wages paid each employee during the**

**preceding week. 29 CFR 22.3(e)Each person held liable; 29 CFR 22.3(f) jointly and severally against**

**any combination of such persons. Fraudulent, Fictitious Misrepresentations on Statements Pursuant**

**29 CFR 22.3(b)(1)(ii)\$13,508 per fraudulent, fictitious statement-1-Prime Contract for RESCU**

**Program Project Inspector at Silicon Valley Clean Water 5 Unlawful Biweekly fictitious Wage**

**Statements yr.2019 + 24 Unlawful Biweekly fictitious Wage Statements yr.2020 + 10 Unlawful**

**Biweekly fictitious Wage Statements yr.2021 + 42 Fraudulent Certified Payroll Records Submitted to**

**Department of Industrial Relations by Tanner pacific Inc. yr.2020 + 7- Fraudulent Form 1095-B**

**Health Coverage + 4-W2” with misrepresentations + 5 Fraudulent Pension Statements for unlawfully**

**withholding of prevailing wages = 98 fraudulent, fictitious statements 29 CFR 22.3(a)(1)(iv)\$13,508**

**Per Claim-74 failure to furnish weekly itemized Prevailing wage statement + 8-Complaints Filed= 82**

**29 CFR 22.3(b)(1)(ii)\$13,508 per fraudulent, fictitious statement 98 fraudulent, fictitious statements +**

**82 = 180 x \$13,508= 29 CFR 22.3(f) jointly and severally against any combination of such persons.)=**

**+2 Form 1099= 182 Claims(Program Fraud Civil Remedies Act of 1986) x \$13,508 = \$2,458,456**

29 CFR 22.3(f) jointly and severally; 40 U.S.C.123(a)(1)(B) 2 X \$2,458,456 = \$4,916,912

**Total: \$4,916,912**

**(4). 42 U.S.C. §9607. Liability**

**(a) Covered persons; scope; recoverable costs and damages; interest rate; "comparable maturity" date**

**42 U.S.C. §9607(c)(3) -(3X Penalties)**If any person who is liable for a release or threat of release of a hazardous substance fails without sufficient cause to properly provide removal or remedial action upon order of the President pursuant to section **9604** or **9606** of this Act, such person may be liable to the United States for punitive damages in an amount at least equal to, and not more than **three times**, the amount of any costs incurred by the Fund as a result of such failure to take proper action. The President is authorized to commence a civil action against any such person to recover the **punitive damages**, which shall be in addition to any costs recovered from such person pursuant to section **112(c)** of this Act. Any moneys received by the United States pursuant to this subsection shall be deposited in the Fund: **(“Appellees”) Tanner Pacific Inc. CEO William Tanner, Tanner Pacific Inc. Accountant Kathryn Tanner** defined in **48 CFR 3.502–1 Prime Contractor & Awarding Body California Labor Code 1726(a)**The body awarding the contract for public work shall take cognizance of violations, Facility **Manager Teresa Herrera P.E. Silicon Valley Clean Water Facility FOR:**

**42 U.S.C. 9606(b)(1), 9607(c)(3) CONSENT DECREE: 42 U.S.C. 9607(c)(3) 3 x \$24,315,840 = \$72,947,520 Total Payment Bond: \$72,947,520 + \$84,530 + \$4,916,912 = \$77,948,962 PAYMENT BOND INCLUDING PENALTIES & DAMAGES**

(State of California Department of Industrial relations **Case Number WC-CM- 857267**

Settlement Agreement Payment Deadline September 16<sup>th</sup>, 2022)

**(5). (“Appellees”) Tanner Pacific Inc. CEO William Tanner, Tanner Pacific Inc.**

**Accountant Kathryn Tanner** defined in **48 CFR 3.502–1 Prime Contractor & Awarding Body California Labor Code 1726(a)**The body awarding the contract for public work shall take cognizance of violations, Facility **Manager Teresa Herrera P.E. Silicon Valley Clean Water Facility for Performance Bond \$3,000,000 Pursuant 42 U.S.C. §1962c.(a)(b).**

**48 CFR 28.106-2 Substitution of Surety Bonds; ESCROW AGREEMENT 2014 BONDS \$43,145,000**

**Federal Securities SCHEDULE A, EXHIBIT A-1, EXHIBIT A-2 NOTICE OF REDEMPTION,**

**EXHIBIT B NOTICE OF DEFEASANCE + ESCROW AGREEMENT 2015 BONDS SCHEDULE**

**\$53,320,000 A. Federal Securities, EXHIBIT A Notice of Redemption, EXHIBIT B Notice of**

**Defeasance 26 CFR 1.1397E-1(h)(8)(ii)(B)(3) = \$96,465,000 X 90% = \$86,818,500**

**26 CFR 1.1397E-1(h)(8)(ii)(B)(2)**

**FAR 45.602-1 Inventory Disposal Schedules**

**17 CFR 201.240(c)SETTLEMENT; 41 CFR 102-75.965; 26 CFR 1.103-8(a)(2);**

**48 CFR 53.222 Application of labor laws to Government acquisitions.**

**40 U.S.C. §543. Method of disposition. CASH; 12 U.S.C. 5231(j) Funding (1) Of the amounts made available to the Secretary of the Treasury under section 5228 of this title, \$50,000,000 shall be available to the Special Inspector General to carry out this section, not later than 7 days after April 24, 2009.**

**12 U.S.C. 5231(k) Termination (1) the date that the last troubled asset acquired by the Secretary under section 5211 of this title has been sold or transferred out of the ownership or control of the Federal Government; or (2) the date of expiration of the last insurance contract issued under section 5212 of this title. 41 U.S.C. §109. Major system. estimated to exceed \$75,000,000.**

**40 U.S.C. §1313. Releasing property from attachment**

**40 U.S.C. §1307. Disposition of securities**

**5 CFR §315.806 Appeal rights to the Merit Systems Protection Board**

**Cal. Gov. Code §5451 - Pledge valid and binding, enforceable against pledgor**

**48 CFR 28.203-3 Release of security interest**

**40 CFR § 35.10040 Investment-grade ratings.**

**TOTAL PAYMENT BOND \$77,948,962 + PERFORMANCE BOND \$3,000,000 = \$80, 948,962**

**TOTAL PAYMENT OF CERCLA Penalties & PERFORMANCE BOND \$80,948,962**

**180 days x \$24,793 31 CFR § 1010.821 Penalty adjustment and table-12 U.S.C.1829b(j) Relating to Recordkeeping Violations For Funds Transfers = \$4,462,740 + \$80,948,962 = \$85,411,702**

**Owed to Department of Agriculture (U.S.D.A.) 7 CFR 4279.256(b)(2) “Project inspector”**

**(“Appellant”) Bryan K. Clark AWS CWI#15062591 48 CFR 29.302(a)(b) SF1094**

**UNDER LIMITATION AMOUNT OF 90% \$96,465,000 = \$86,818,500**

**28 U.S.C.2409a(a)(b) Real Property Quiet Title Actions**

**Enforcement 34 CFR § 12**

**34 CFR § 12.15 What are the procedures for securing an abrogation of the conditions and restrictions contained in the conveyance instrument?**

(b) The Secretary abrogates the conditions and restrictions in the transfer or lease instrument upon a cash payment to the Secretary based on the formula contained in the transfer or lease instrument and any other terms and conditions the Secretary deems appropriate to protect the interest of the United States.

**40 U.S.C. § 1306. Disposition of abandoned or forfeited personal property**

**42 U.S.C. §9675(a) Ownership interests. Applicability of securities laws**

**48 CFR 53.219(b)INDIVIDUAL CONTRACT**

**48 CFR 53.222 Application of labor laws to Government acquisitions.**

**48 CFR 53.228 BONDS & INSURANCE**

**40 U.S.C. § 1307. Disposition of securities** The President, or an officer, agent, or agency the President may designate, may dispose of any securities acquired on behalf of the Federal Government under the provisions of the Transportation Act of 1920 including any securities acquired as an incident to a case under title 11, under a receivership or reorganization proceeding, by assignment, transfer, substitution, or issuance, or by acquisition of collateral given for the payment of obligations to the Government, or may make arrangements for the extension of the maturity of the securities, in the manner, in amounts, at prices, for cash, securities, or other property or any combination of cash, securities, or other property, and on terms and conditions the President or designee considers advisable and in the public interest.

**California Public Contract Code Section 22300(a)(b)(c)** Upon satisfactory completion of the contract, the contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner, pursuant to the terms of this section.

**California Public Contract Code Section 22300** (d) shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. (e)receive interest on moneys withheld in retention by a public agency shall, make that option available, regarding any moneys withheld in retention. (f) full participation (g)(1)-(7) **shall have a right to draw upon the securities in the event of**

default, “Upon seven days” written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall IMMEDIATELY convert the securities to cash and shall distribute the cash.

California Public Contract Code Section 22300 (g)(1)-(10) ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION;

Cal. Gov. Code § 5451 - Pledge valid and binding, enforceable against pledgor

5 CFR 2640.202(d)(e)

*Id* 48 CFR 46.704 Authority for use of warranties. The use of a warranty in an acquisition shall be approved in accordance with agency procedures.

FAR 52.203-7 Anti-Kickback Procedures. As prescribed in 3.502-3, insert the following clause:

ANTI-KICKBACK PROCEDURES (JUN 2020) (a) Definitions. Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contractor in connection with a subcontract relating to a prime contract. Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint stock company, or individual. stock company, or individual. Prime contract, as used in this clause, means a contract or contractual action entered into by -FAR (48 CFR) 28.202-1 and 53.228(h)

**48 CFR 3.502-3 Contract clause. The contracting officer shall insert the clause at 52.203–7, Anti-Kickback Procedures, in solicitations and contracts exceeding \$150,000, other than those for commercial products or commercial services.**

#### **PRAYER FOR RELIEF**

WHEREFORE, based upon all the allegations stated above, Department of Agriculture (U.S.D.A.) 7 CFR 4279.256(b)(2) “Project inspector” (“Appellant”) Bryan K. Clark AWS CWI#15062591 request that ENVIRONMENTAL APPEALS BOARD UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:



**Executive Order 13892**

**EXECUTIVE ORDER 13609**

**Executive Order 12898**

**EXECUTIVE ORDER 12580**

**1. Declare that (“Appellees”) Tanner Pacific Inc. CEO William Tanner, Tanner Pacific Inc. Accountant Kathryn Tanner defined in 48 CFR 3.502–1 Prime Contractor; 42 U.S.C. 9607(h) Facility Manager Teresa Herrera P.E. Enjoin in Liability for violations defined in Cal. Lab. Code Section § 222(State of California Labor Code)-Unlawful withholding of 29 CFR §5.23 The statutory provisions; Missing specified deadline for State of California Department of Industrial relations Case Number WC-CM-857267 Settlement Agreement for September 16<sup>th</sup>, 2022**

**31 CFR§223.20(b)(1) Default Revocation proceedings, 29 U.S.C. § 215 Section 215 - Prohibited acts; prima facie evidence**

**Economic Benefit Amount of: “\$49,494” UNPAID Wages Years 2019, 2020, 2021 State of California Department of Industrial relations Case Number WC-CM-857267 Settlement Agreement for \$17,000 on September 16<sup>th</sup>, 2022(Tanner Pacific Inc. Accountant Kathryn Tanner admitted on email that the funds left Tanner Pacific Inc. Bank account on September 20<sup>th</sup>, 2022). Default amount of \$35,036.49.**

**40 U.S.C. § 3703. Report of violations and withholding of amounts for unpaid wages and liquidated damages 40 U.S.C. § 3703(a) REPORTS OF INSPECTORS**

**2. Issue an injunction directing (“Appellees”) Tanner Pacific Inc. CEO William Tanner, Tanner Pacific Inc. Accountant Kathryn Tanner defined in 48 CFR 3.502–1 Prime Contractor; 42 U.S.C. 9607(h) Facility Manager Teresa Herrera P.E. Enjoin in Liability for violations to perform their mandatory, nondiscretionary duty under the CERCLA SECTION 106(b)(1), 107(c)(3) CONSENT DECREE: as Amended *Id* 42U.S.C. 9706(b)(1), 9607(c)(3) by a date certain; 42U.S.C. 9706(b)(1) = 2 x \$12,157,920= \$24,315,840  
42U.S.C. 9707(c)(3) 3 x \$24,315,840 = \$72,792,000  
\$72,792,000 + “\$49,494” (unpaid wages) +\$35,036.49(settlement default amount) =  
Payment Bond \$77,948,962**

3. Retain jurisdiction over this matter until such time as **Consolidation 29 CFR 7.13 (“Appellees”)**  
**Tanner Pacific Inc. CEO William Tanner, Tanner Pacific Inc. Accountant Kathryn Tanner**  
defined in **48 CFR 3.502–1 Prime Contractor; CERCLA 42 U.S.C. 9607(h) Facility Manager**  
**Teresa Herrera P.E.** Enjoining in Liability for violations and have (“Appellees”) perform their  
mandatory, non- discretionary duty under the **CERCLA 42 U.S.C. 9606(b)(1), 9607(c)(3);**  
**42 U.S.C.§ 1962c.(a)(b). Performance Bond \$3,000,000**

Award **Department of Agriculture (U.S.D.A.) 7 CFR 4279.256(b)(2) “Project inspector”**  
 (“Appellant”) **Bryan K. Clark AWS CWI#15062591** their costs of litigation, including reasonable  
attorney and expert witness & Processing fees due to:

**ENVIRONMENTAL APPEALS BOARD UNITED STATES ENVIRONMENTAL**  
**PROTECTION AGENCY** for ICR: State Review Framework (ICR No. 2185.08) OMB  
Control Number: 2020-0031 **42 U.S.C.9612(c)(3); 48 CFR 29.302(a)(b)**  
**17 CFR 201.240(c)SETTLEMENT; 5 CFR 2640.202(d)(e)**

**January 3rd 2022 to September 11<sup>th</sup> 2023= 180 Days. X \$67,544 = \$12,157,920**

**42U.S.C. 9706(b)(1) = 2 x \$12,132,000= \$24,264,000**

**42U.S.C. 9707(c)(3) 3 x \$24,264,000 = \$72,792,000**

**\$72,792,000 + )“\$49,494” (unpaid wages) +\$35,036.49(settlement default amount) =**

**Payment Bond \$77,948,962**

**Total Performance Bond \$3,000,STILL OWED/Default Amount + TOTAL INJUNCTIVE**  
**& PUNITIVE DAMAGES –**

**\$77, 948,962 + \$3,000,000 = \$80, 948,962**

**180 days x \$24,793 31 CFR § 1010.821 Penalty adjustment and table-12 U.S.C.1829b(j)**

**Relating to Recordkeeping Violations For Funds Transfers = \$4,462,740 + \$80,948,962=**

**\$85,411,702**

**TOTAL INJUNCTIVE & PUNITIVE DAMAGES = \$85,411,702**

**48 CFR 28.203-3 Release of security interest**

Notice 2010-35, Direct Payment Subsidy Option for Certain Qualified Tax Credit Bonds.

**5 CFR § 752.405 Appeal and grievance rights(a)Appeal rights. (b) Grievance rights**

**34 CFR 12.2(a) Administrator Surplus property(b) Abrogation, Act, Applicant,**

**Period of restriction, Program and plan of use, Public benefit allowance (“PBA”),**

**Related personal property, SURPLUS FEDERAL REAL PROPERTY**

**7 CFR §765.405(e)**

**26 CFR 1.1397E-1(h)(8)(ii)(B)(3) defeasance escrow**

**34 CFR Appendix-A-to-Part-12 “Federal Impact” Inadequacies of Existing Facilities**

**40 U.S.C. 321. General Supply Fund(a)(b)(2) ,**

**40 U.S.C. 321(c)(1)(A)(i)(B)(C)(2)(A)(B)(f) TREATMENT OF SURPLUS. (1) SURPLUS**

**DEPOSITED IN TREASURY. (2) SURPLUS RETAINED.**

**40 U.S.C. 321(d)(1)(2)(A)(ii)(iii) Inventory Losses(iv)Conversion of Personal**

**Property(g) AUDITS, Cal. Civ. Code § 3296**

**40 U.S.C. 322. Information Technology Fund(a)(b)(c)(1) TRANSFER. (2)(3)**

**CANCELLATION COSTS. (4) AVAILABLE WITHOUT LIMITATION**

**48 CFR 53.219(b) INDIVIDUAL CONTRACT**

**48 CFR 53.222Application of LABOR LAWS**

**48 CFR 53.228 BONDS and INSURANCE, 29 CFR § 531.40 Payments to employee's assignee.**

**42 U.S.C. § 2000d–1. Federal authority and financial assistance to programs or**

**activities by way of grant, loan, or contract other than contract of insurance or**

**guaranty; rules and regulations; approval by President; compliance with**

**requirements; reports to Congressional committees; effective date of**

**administrative action.**

**Cal. Civ. Code § 3296, 17 CFR 230.257(7)**

**Ability to Pay see CONTINUING DISCLOSURE REPORT 06/21/2023, NOTICE OF EVENT:**

**Silicon Valley Clean Water Agreement No.: SWRCB000000000D2001035 Project No.: C-06-**

**8264-210; ESCROW AGREEMENT Resolution No. SVCW 20-39 2014/2015 Wastewater**

**Revenue Bonds BOOK ENTRY Executed By Awarding Body California Labor Code**

**1726(a)The body awarding the contract for public work shall take cognizance of violations, Facility**

**Manager Teresa Herrera P.E.** Silicon Valley Clean Water Facility Grant such additional relief as the **ENVIRONMENTAL APPEALS BOARD UNITED STATES ENVIRONMENTAL PROTECTION AGENCY** may deem just and proper. **Respectfully submitted, this the 13<sup>th</sup> day of September , 2023.**

**Department of Agriculture (U.S.D.A.) 7 CFR 4279.256(b)(2) “Project inspector” (“Appellant”)**  
**Bryan K. Clark AWS CWI#15062591; 40 U.S.C. § 3703. Report of violations.**

**Cal. Pub. Util. Code § 1826**

**7 CFR §765.405** Payment of costs associated with transfers. (e) Any equity due the transferor is held in **escrow** by an Agency designated closing agent and is disbursed at closing.

**40 CFR 35.100065** Closing on Credit Agreement

**Bryan K. Clark AWS CWI#15062591**

150 4<sup>th</sup> Street Apt. 732 Oakland, CA 94607

Cell Ph: (341)222-7500 Work Ph: (925)353-4905



Email: [bryankino7@gmail.com](mailto:bryankino7@gmail.com)

I Certify this Notice & Motion; Respectively submitted, In accordance with 9,800 Word Limit **17 CFR 201.250(e)** Length limitation for dispositive motions. Dispositive motions, together with any supporting memorandum of points and authorities (exclusive of any declarations, affidavits, deposition transcripts or other attachments), shall not exceed 9,800 words. Requests for leave to file motions and accompanying documents in excess of 9,800 words are disfavored. A double-spaced motion that does not, together with any accompanying memorandum of points and authorities, exceed 35 pages in length, inclusive of pleadings incorporated by reference (but excluding any declarations, affidavits, deposition transcripts or attachments) in the dispositive motion, is presumptively considered to contain no more than 9,800 words. Any motion that exceeds this page limit must include a certificate by the attorney, or an unrepresented party, stating that the brief complies with the word limit set forth in this paragraph and stating the number of words in the motion. The person preparing the certificate may rely on the word count of a word processing program to prepare the document.

**CERTIFICATE OF SERVICE**

I hereby certify that copies of the foregoing     **Motion**     in the matter of  
California labor code section 222 Appeal No. WC-CM-857267 were served by Electronic Mail (email)  
on the following persons, this

18th day of Sept., 2023 :

manderson@svcw.org     Matt Anderson

melinda.murrell@bnymellon.com     MELINDA MURRELL

therrera@svcw.org     Teresa Herrera

Bryan K. Clark AWS CWI #15062591  
150 4th Street Apt.732

LMercado@dir.ca.gov     Lupe Mercado

Oakland, CA 94607

banner@tannerpacific.com     William Tanner

(341)222-7500

WIFIA Portfolio@epa.gov     Jorianne Jernberg, WIFIA Director

Date: 09/18/2022



40 CFR 300.7