

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 2

U.S. ENVIRONMENTAL
PROTECTION AGENCY-REG.11
2013 FEB 22 A 11:06
REGIONAL HEARING
CLERK

IN THE MATTER OF:

La Belle Farm, Inc.
P.O. Box 555
504 Stanton Corners Road
Ferndale, New York 12734

Bella Poultry, Inc.
P.O. Box 555
29 Fraser Road
Ferndale, New York 12734

Respondents.

Proceeding pursuant to Section 309(g) of the
Clean Water Act, 33 U.S.C. §1319(g)

CONSENT AGREEMENT
AND
FINAL ORDER

DOCKET No. CWA-02-2012-3308

CONSENT AGREEMENT AND FINAL ORDER

Complainant, United States Environmental Protection Agency, Region 2 ("EPA") and La Belle Farm, Inc., and Bella Poultry, Inc. ("Respondents"), by their undersigned representatives, hereby consent and agree as follows:

I. PRELIMINARY STATEMENT

1. This is a civil administrative proceeding for the assessment of a civil penalty instituted pursuant to Section 309(g) of the Clean Water Act ("CWA" or "the Act"), 33 U.S.C. §1319(g).
2. The following Findings of Fact are made and Order issued pursuant to the authority vested in the Administrator of the United States Environmental Protection Agency ("EPA") by the Act, 33 U.S.C. §1251 *et. seq.*, which authority has been duly delegated to the Regional Administrator of Region 2, EPA and since further re-delegated to the Director, Division of Enforcement and Compliance Assistance, Region 2, EPA.
3. EPA is initiating and concluding this proceeding for the assessment of a civil penalty, pursuant to Section 309(g) of the Clean Water Act, 33 U.S.C. §1319(g), and 40 CFR §22.13(b) of the "Consolidated Rules of Practice Governing the Administrative Assessment

of Civil Penalties, Issuance of Compliance or Corrective Action Orders, and the Revocation, Termination or Suspension of Permits" ("CROP"), which sets forth procedures for simultaneous commencement and conclusion of administrative civil penalty assessment proceedings through issuance of a consent agreement and final order pursuant to 40 C.F.R. §22.18 (b)(2) and (3).

4. As set forth below, and pursuant to Section 309(g) of the Clean Water Act ("CWA" or "Act"), 33 U.S.C. §1319(g), Complainant alleges Respondents own and operate its animal feeding operation which consists of four (4) farmsteads with its principal place of business located in Ferndale, New York (all four (4) farmsteads are collectively referred to herein as the "Facility") and Respondents are liable for numerous violations of the CWA, in the operation of the feeding operation which resulted in, among other things, the discharge of polluted stormwater into waters of the United States, violation of Section 301 of the Act, 33 U.S.C. 1311.
5. Complainant and Respondents agree that settlement of this matter is in the public interest, and that entry of this Agreement and its incorporation into a Final Order without further litigation and without adjudication of any issue of fact or law will avoid prolonged and potentially complicated litigation between the parties.
6. For the purposes of this settlement only, Respondents admit the jurisdictional allegations contained herein and neither admits nor denies Complainant's allegations of violations contained herein.
7. Respondents waive any and all claims for relief and otherwise available rights to administrative or judicial review of any issue of law or fact, or any other provision, set forth in this Agreement, including, but not limited to, any right of judicial review under the Administrative Procedure Act, 5 U.S.C. §§701-708.
8. Upon incorporation into a Final Order by the EPA Regional Judicial Officer, this Agreement applies to, and is binding upon, Complainant, and upon Respondents and Respondents' officers, directors, agents, successors and assigns. Any change in ownership or corporate organization, structure, or status of Respondents including, but not limited to any transfer of assets or real or personal property shall not alter Respondents' responsibilities under this Agreement, unless Complainant, Respondents and the transferee agree in writing to allow the transferee to assume such responsibilities. Respondents shall notify Complainant at the address specified below thirty (30) days prior to any such contemplated transfer.
9. This Agreement contains all settlement terms agreed to by the parties.

II. APPLICABLE LAW

10. Section 301(a) of the CWA, 33 U.S.C. §1311(a), prohibits the discharge of pollutants from a point source into waters of the United States, except in compliance with, *inter alia*, Section 402 of the CWA, 33 U.S.C. §1342.
11. Section 402(a)(1) of the CWA, 33 U.S.C. §1342(a)(1), provides that pollutants may be

discharged only in accordance with the terms of a National Pollutant Discharge Elimination System ("NPDES") permit issued pursuant to that Section.

12. Section 402 of the CWA, 33 U.S.C. §1342, authorizes the Administrator of EPA to issue a NPDES permit for the discharge of any pollutant, or combination of pollutants subject to certain requirements of the CWA and conditions which the Administrator determines are necessary. The New York State Department of Environmental Conservation ("NYSDEC") is the agency with the authority to administer the federal NPDES program in New York pursuant to Section 402 of the CWA, 33 U.S.C. §1342. EPA maintains concurrent enforcement authority with authorized states for violations of the CWA. Additionally, under the authority granted to the NYSDEC by the EPA under Section 402(b) of the CWA, 33 U.S.C. §1342(b), a State Pollutant Discharge Elimination System ("SPDES") permit is required to be issued to facilities by the NYSDEC for the discharge of pollutants from said facilities from a point source to a navigable water of the United States.
13. The Administrator of EPA has promulgated regulation 40 C.F.R. §122.23(a), which requires operators to obtain a NPDES permit for discharges or potential discharges associated with Concentrated Animal Feeding Operations. The regulations at 40 C.F.R. §122.23 establish requirements for discharges associated with Concentrated Animal Feeding Operations, including all animals or the production of those animals, regardless of the type of animal.
14. The terms "CAFO General Permit" or "Permit" mean the NYSDEC SPDES General Permit for Concentrated Animal Feeding Operations issued by NYSDEC, pursuant to Section 402 of the CWA. NYSDEC issued SPDES General Permit for Concentrated Animal Feeding Operations (GP-04-02) on June 24, 2004. The permit became effective on July 1, 2004 and expired on June 30, 2009 and has been administratively extended. The current permit (GP-04-02) supersedes the previous SPDES permit (GP-99-01) which was issued on June 18, 1999 with an effective date of July 1, 1999 and an expiration date of June 30, 2004.
15. Sections 309(a) of the CWA, 33 U.S.C. §1319(a), authorizes the Administrator to commence an administrative action for violations of Section 301 of the CWA, 33 U.S.C. §1311, or any permit condition or limitation implementing, inter alia, Section 301, and contained in a permit issued under Section 402 of the CWA, 33 U.S.C. §1342.

III. CONCLUSIONS OF LAW AND JURISDICTIONAL FINDINGS

16. La Belle Farm, Inc. and Bella Poultry, Inc. ("Respondents") are each a "person" pursuant to Section 502(5) of the CWA, 33 U.S.C. §1362(5).
17. Respondents own and operate an animal feeding operation consisting of four (4) farmsteads with its principal place of business located in Ferndale, New York (all four (4) farmsteads are collectively referred to herein as the "Facility").
18. On March 27, 2006, Herman (Cheuk) Lee, doing business as La Belle Farm, Inc., obtained coverage for the four (4) farmsteads (LaBelle, Bella, Able and Goyin Farms) under one (1) NYSDEC SPDES General Permit for Concentrated Animal Feeding Operations, GP-99-01 (NYA001500):

- a. LaBelle Farm is located at 504 Stanton Corners Road, Ferndale, NY and confines approximately 25,000 ducks on-site using a liquid manure handling system. Production area runoff from the LaBelle Farm discharges to Middle Mongaup River, a navigable water of the United States pursuant to Section 502(7) of the CWA, 33 U.S.C. §1362(7). According to on-site representatives, LaBelle Farm is owned by B & B Farms, Inc. and is operated by La Belle Farm, Inc.
 - b. Bella Farms (a/k/a Bella-Old and Bella-New), d/b/a Bella Poultry Farms, Inc., are located at 28 and 29 Fraser Road, Ferndale, NY and confine approximately 250,000 broiler chickens on-site using a dry manure handling system. Production area runoff from Bella Farms discharges via on-site drainage ditches to an unnamed tributary of the Beavertdam Brook or to the Frasers Brook, tributaries to the Mongaup River, a navigable water of the United States pursuant to Section 502(7) of the CWA, 33 U.S.C. §1362(7). According to on-site representatives, Bella Farms are owned by Saiping Enterprises, Inc. and is operated by Bella Poultry, Inc.
 - c. Able Farm is located at 379 Dessecker Road, Livingston Manor, NY and confines approximately 12,000 ducks on-site using a dry manure handling system. Production area runoff from Able Farm discharges via an on-site drainage ditch and direct stormwater runoff to a tributary to the Horseshoe Brook, a navigable water of the United States pursuant to Section 502(7) of the CWA, 33 U.S.C. §1362(7). According to on-site representatives, Able Farm is owned by Hector and Nelson Saravia and is operated by Jose L. Farms, Inc. and La Belle Farm, Inc.
 - d. Goyin Farm is located at 389 Monticello Road, Liberty, NY and confines approximately 20,000 ducks on-site using a dry manure handling system. Production area runoff from Goyin Farm discharges via an on-site drainage ditch to a tributary of the East Mongaup River, a navigable water of the United States pursuant to Section 502(7) of the CWA, 33 U.S.C. §1362(7). According to on-site representatives, Goyin Farm is owned by B & B Farm, Inc. and is operated by La Belle Farm, Inc.
19. The Facility confines and feeds or maintains animals for a total of forty-five (45) days or more in any twelve-month period, and neither: crops, vegetation, forage growth, nor post harvest residues are sustained in the normal growing season over any portion of the lot or facility. Therefore, the Facility is an animal feeding operation (“AFO”) as defined by 40 C.F.R. §122.23(b)(1), and as that phrase is used in Section 502(14) of the CWA, 33 U.S.C. §1362(14).
20. The Facility confines greater than 5,000 ducks using a liquid manure system as well as confines greater than 125,000 chickens (other than laying hens) using other than a liquid manure handling system. Therefore, the Facility is currently a large concentrated animal feeding operation (“CAFO”) as that term is defined in 40 C.F.R. §122.23(b)(6)(i)(A).
21. The Facility discharges stormwater associated with agricultural waste, a “pollutant” within the meaning of Section 502(6) of the CWA, 33 U.S.C. §1362(6) from a CAFO, a “point

source” within the meaning of Section 502(14) of the CWA, 33 U.S.C. §1362(14), to a navigable water of the United States, and as such, discharges pollutants pursuant to Section 502(12) of the CWA, 33 U.S.C. §1362(12).

IV. FINDINGS OF FACT

22. On April 18, 2012, EPA conducted a Compliance Evaluation Inspection (“CEI” or “the Inspection”) at the Facility. At the time of the Inspection, the EPA inspector identified the following violations of the CAFO General Permit:

- a. Section V.C of the CAFO General Permit requires the permittee and the new owner or operator to submit a complete Notice of Transfer form (Appendix A). Simon Lee has been the owner and operator of Bella-Old and New Farms since December 2009. However, Mr. Lee is not listed as the owner of Bella Poultry, Inc. in the NYSDEC Notice of Intent dated March 2006, and a Notice of Transfer form has not been submitted for Bella Farms. Also, a Comprehensive Nutrient Management Plan (“CNMP”) certification (Appendix B) has not been submitted to NYSDEC for Bella Poultry, Inc. In addition, Able Farm is owned by Nelson and Hector Saravia and operated by Jose L. Farms, Inc., neither are listed as the owners and/or operators on the most recent NYSDEC Notice of Intent dated March 2006. Therefore, at the time of the Inspection, La Belle Farm, Inc. failed to submit a Notice of Transfer form to identify the new owners and operators of the Bella and Able Farms, in violation of Section V.C of the CAFO General Permit.
- b. Section VII.A of the CAFO General Permit provides that CNMPs are required to be prepared in accordance with “NRCS Conservation Practice Standard No. NY312”. Specifically, NY312 provides that clean water shall be excluded from concentrated waste areas to the fullest extent practical. At 40 C.F.R. 122.42(e), the Federal CAFO Rule also specifies at a minimum, what a Nutrient Management Plan (“NMP”) must address. Specifically, NMPs should ensure that clean water is diverted, as appropriate, from the production area (see 40 C.F.R. 122.42(e)(iii)). At the time of the Inspection, the EPA inspector observed that clean water comes into contact with the production area inconsistent with CNMP requirements, in violation of Section VII.A of the CAFO General Permit, at the following locations:
 - i. At the Bella-Old Farmstead, a pile of burnt wood waste at the south end of the Mortality Compost Storage Building and two (2) sand piles and debris around the New Production Facility were exposed to stormwater;
 - ii. At the Able Farmstead, feathers on the ground north of the Coop were exposed to stormwater; and
 - iii. At the Goyin Farmstead, manure and soil at the loading area on the south side of the Coop were exposed to stormwater.
- c. Section VII.E of the CAFO General Permit requires the permittee to comply with all provisions of the CNMP. According to the Facility’s 2011 manure application

records, manure was applied to LaBelle field in February, April and December 2011, inconsistent with CNMP requirements. Therefore, La Belle Farm, Inc. failed to apply manure in accordance with the CNMP, in violation of Section VII.E of the CAFO General Permit.

- d. Section IX.F of the CAFO General Permit requires the permittee to retain copies of all records and reports required by this permit for a period of at least five (5) years from the date reported. La Belle Farm, Inc. failed to retain copies of all records and reports as detailed below, in violation of Section IX.F of the CAFO General Permit:
 - i. Section VIII.C.xi of the CAFO General Permit provides that “[c]ollection, storage, and disposal of liquid and solid waste should be managed in accordance with NRCS standards.” NRCS Conservation Practice Standard No. 313 “Waste Storage Facility” specifies general criteria applicable to all waste storage facilities as well as additional criteria for waste storage ponds. Specifically, NY313 provides that an operation and maintenance plan shall be developed that is consistent with the purposes of this practice, its intended life, safety requirements, and the criteria for its design. On-site representatives could not provide the As-Built Certification for the design and construction of the Manure Storage structure at LaBelle Farm nor could they provide an operation and maintenance plan for the structure.
 - ii. Section VIII.C.xiii of the CAFO General Permit requires the permittee to retain records of manure exports and to provide the recipients of manure, litter and/or process wastewater with representative information on the nutrient content for all instances where one (1) recipient receives greater than 50 tons annually. On-site representatives at LaBelle Farm stated that they were unsure if these recipients have received information regarding the nutrient content of the manure, litter and/or process wastewater.
 - iii. Section IX.K of the CAFO General Permit requires the permittee to install and maintain a standard rain gauge in the proximity of the confinement area and record all precipitation events in excess of 0.3 inches. Daily rainfall records were not available from March 2007 through December 2007.
 - iv. Section IX.M of the CAFO General Permit requires all large CAFOs to analyze manure at least once annually for nitrogen and phosphorus content. Manure analysis test results were not available for review on-site. According to 2011 manure application records, manure from Goyin Farm was land applied to the field at LaBelle Farm. However, 2011 manure analysis test results for Goyin Farm were not available for review at the time of the Inspection.

- v. Section IX.N.ii of the CAFO General Permit requires daily water line inspections, including drinking water and cooling water lines to be conducted and Section IX.O.i requires records of those inspections to be documented. Daily grounds inspections records were not available from March 2007 through December 2007 and were conducted every other day at LaBelle Farm from January 2012 to March 2012.
 - vi. Section IX.O of the CAFO General Permit specifies that dates of manure application equipment inspection should be documented as part of the Land Application Area records requirements. Manure application equipment inspections from April 2007 to April 2012 were not available at the time of the Inspection.
 - vii. Section IX.O.ii of the CAFO General Permit requires weekly records of the depth marker readings for manure and process wastewater in any open liquid storage structures. Weekly records of the depth marker readings at the LaBelle Farm Manure storage structure had not been documented from March 2007 to March 2012.
 - viii. Section IX.O.iv of the CAFO General Permit requires records for the handling and disposal of dead animals. Records of mortalities were not available from March 2007 through December 2008.
- e. Section X.G of the CAFO General Permit requires the permittee to, at all times, properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the permit. Inadequate operation and maintenance was observed at the following locations, in violation of Section X.G of the CAFO General Permit:
- i. At the LaBelle Farmstead, areas lacking vegetation along the east side of Coop #1 and west side of Coop #3 and a significant solids accumulation in the Manure Storage structure;
 - ii. At the Bella-New Farmstead, vegetation kill zones extending east of the center exhaust fan on the east side of Coop #4 and directly east of the northern most exhaust fan and center exhaust fan on the east side of Coop #2;
 - iii. At the Bella-Old Farmstead, vegetation kill zones along the north side of Coop #2 where the exhaust fans are located adjacent to a ditch that contained green and brown discolored water; and
 - iv. At the Able Farmstead, areas lacking vegetation along the southeast side of the Coop adjacent to exhaust fans and a severely eroding slope on the southeast side of the Coop extending downhill to a tributary to the Horseshoe Brook.

23. On June 15, 2012, pursuant to Section 309 of the CWA, EPA issued Respondents an Administrative Order ("AO" or "Order") (CWA-02-2012-3046), which directed La Belle Farm, Inc. to comply with the requirements of the CAFO General Permit.
24. Sergio A. Saravia, Esq. submitted responses to EPA on behalf of LaBelle, Farm, Inc. dated April 26, 2012, June 8, 2012, June 22, 2012 and July 19, 2012 that addressed Ordered Provisions in the AO.
25. Based on the Findings above, Respondents violated Sections 301 and 402 of the Act, 33 U.S.C. §§1311 and 1342.

V. CIVIL PENALTY

26. Upon consideration of the factors in Section 309(g)(3) of the Act, 33 U.S.C. §1319(g)(3), Respondents' efforts to come into compliance, Complainant has determined that a civil penalty of **SIXTEEN THOUSAND DOLLARS (\$16,000.00)** is appropriate to settle this matter.
27. Respondents shall pay, by cashiers or certified check, a civil penalty in the amount of sixteen thousand dollars (\$16,000), to be paid in four equal payments of four thousand dollars (\$4,000). The first payment of four thousand dollars (\$4,000) will be due and owing forty five (45) days from the effective date of this Agreement upon the Regional Judicial Officer's signature. The remaining three (3) payments are to be paid in accordance with the following schedule:
 - a. Due and owing ninety (90) days after the Final Order is signed by the Regional Judicial Officer of EPA Region 2, Respondents shall submit a cashier's or certified check, payable to the "Treasurer of the United States of America," for four thousand dollars (\$4,000);
 - b. Due and owing one hundred eighty (180) days after the Final Order is signed by the Regional Judicial Officer of EPA Region 2, Respondents shall submit a cashier's or certified check, payable to the "Treasurer of the United States of America," for four thousand dollars (\$4,000); and
 - c. Due and owing two hundred seventy (270) days after the Final Order is signed by the Regional Judicial Officer of EPA Region 2, Respondent shall submit a cashier's or certified check, payable to the "Treasurer of the United States of America," for four thousand dollars (\$4,000).
28. Payment shall be made by one of the following methods:

By cashier's or certified check. A cashier's or certified check, including the name and docket number of this case, payable to "Treasurer, United States of America," mailed to:

Regular Mail

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

Overnight Mail

U.S. Bank
Government Lockbox 979077
U.S. EPA Fines and Penalties
1005 Convention Plaza
Mail Station SL-MO-C2-GL
St. Louis, MO 63101

By Wire Transfer: Wire transfers should be directed to the Federal Reserve Bank of New York with the following information:

ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, NY 10045
Field Tag 4200 of Fedwire message should read, "D 68010727 Environmental Protection Agency"

Online: This option is available through the Department of Treasury, at www.pay.gov. Enter "sfo 1.1" in the search field. Open the form and complete the required fields.

29. Respondent shall send a copy of the check, or record of payment if made by other means, simultaneously with payment, to:

Melva J. Hayden, Esq.
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 2
290 Broadway, 16th Floor
New York, NY 10007-1866

and

Karen Maples
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 2
290 Broadway, 16th Floor
New York, NY 10007-1866

30. In the event payment is not received by the specified due date, interest accrues from the date of the Final Order, not the due date (on the 1st late day, 30 days of interest will have accrued), at a rate established by the Secretary of the Treasury pursuant to 31 U.S.C. §§3717, and will continue to accrue until payment in full is received.
31. In addition, a handling charge of fifteen dollars (\$15) shall be assessed on the 31st day from the due date of any payment, and for each subsequent thirty day period that the debt, or any portion thereof, remains unpaid. In addition, a six percent (6%) per annum penalty shall be assessed on any unpaid principal amount if payment is not received within 90 days of the due date. Payments are first applied to outstanding handling charges, 6% penalty interest, and late interest. The remainder is then applied to the outstanding principal amount.
32. Respondents shall not claim the penalty as a federal or other tax deduction or credit.
33. Failure to pay the penalty in full according to the above provisions will result in referral of this matter to the United States Department of Justice or the United States Department of the Treasury for collection.

VII. OTHER TERMS AND CONDITIONS

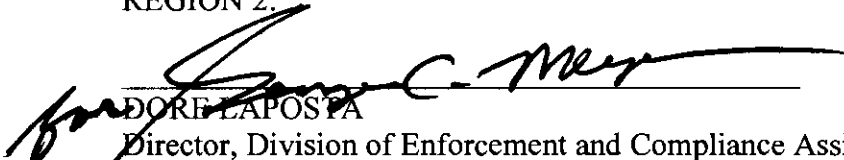
34. Failure by Respondents to comply with any of the terms of this Agreement shall constitute a breach of the Agreement and may result in referral of the matter to the Department of Justice for enforcement of the Agreement and for such other relief as may be appropriate.
35. Nothing in this Agreement shall be construed as a waiver by Complainant of its authority to seek costs or any appropriate penalty associated with any collection action instituted as a result of Respondents' failure to perform pursuant to the terms of the Agreement.
36. Each undersigned representative of the parties to this Agreement certifies that he or she is fully authorized by the party represented to bind that party to the terms and conditions of this Agreement and to execute and legally bind that party to this Agreement.
37. Upon execution by the parties, this Agreement shall be subject to a public comment period of not less than thirty (30) days, pursuant to Section 309(g)(4)(A) of the Act, 33 U.S.C. §1319(g)(4)(A) and 40 C.F.R. §22.45. EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations indicating that the Agreement is inappropriate, improper, or inadequate.
38. If comments received during the public comment period do not require modification or withdrawal by EPA from this Agreement, the parties agree to submit this Agreement to the Regional Judicial Officer ten (10) days after closure of the public comment period, with a request that it be incorporated into a final order.
39. This Agreement, upon incorporation into a final order by the Regional Judicial Officer, and full satisfaction by the parties, shall be a complete, full and final settlement of the civil penalty owed for violations alleged in this Agreement.

40. This Agreement resolves Respondents' liability for federal civil or administrative penalties under Sections 301 and 402 of the Act, 33 U.S.C. §§1311 and 1342, for the violations alleged in this Agreement. This Agreement shall not in any case affect EPA's right to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law whether or not alleged in this Agreement. This Agreement shall not affect Respondents' right to assert any defense in any action by EPA to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.

41. Each party shall bear its own costs and attorneys fees in connection with all issues associated with this Agreement.

42. Respondents consent to service upon it by delivery of a copy of this Agreement by an EPA employee other than the Regional Hearing Clerk.

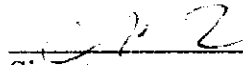
FOR COMPLAINANT, UNITED STATES ENVIRONMENTAL PROTECTION AGENCY,
REGION 2:



DORE LAPOSTA
Director, Division of Enforcement and Compliance Assistance
United States Environmental Protection Agency, Region 2
290 Broadway
New York, NY 10007

3/15/13
Date

FOR RESPONDENTS, LABELLE FARMS, INC., and
BELLA POULTRY, Inc.



Signature

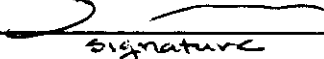
2-7-13
Date

Cheuk Ngok Lee

Print name

President

Title



signature
Simon Lee

Print name

Owner / Shareholder

Title

FINAL ORDER

Pursuant to 40 C.F.R. §§22.13(b) and 22.18(b)(2) and (3) of EPA's Consolidated Rules of Practice, the following Combined Complaint and Consent Agreement ("Agreement"), resolving the above matter, is hereby approved and incorporated by reference into this Final Order. Respondents are hereby **ORDERED** to comply with all of the terms of the Agreement, effective immediately upon receipt by Respondents of this Agreement and Final Order.

SO ORDERED THIS 15th DAY OF Feb., 2013.


EORE LAPOSTA

Director, Division of Enforcement and Compliance Assistance
United States Environmental Protection Agency-Region 2
290 Broadway
New York, New York 10007

In the Matter of LaBelle Farm, Inc. and Bella Poultry, Inc.
Docket Number CWA-02-2012-3308

CERTIFICATE OF SERVICE

I certify that I have on this day caused to be sent the foregoing Consent Agreement and Final Order, bearing the above-referenced docket number, in the following manner to the respective addressees below:

Original and one copy by hand to:

Office of the Regional Hearing Clerk
U.S. Environmental Protection Agency
290 Broadway, 16th Floor
New York, New York 10007

Copy by Certified Mail Return Receipt Requested:

Mr. Herman (Cheuk) Lee
LaBelle Farm, Inc.
and Bella Poultry, Inc.
P.O. Box 555
504 Stanton's Corner Road
Ferndale, New York 12734

and

Mr. Sergio A. Saravia, Esq.
PO Box 127
Liberty, New York 12754

Dated: 2/20/13
New York, New York

Marie St. G.