

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 2

U.S. ENVIRONMENTAL
PROTECTION AGENCY-REG.II
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REGIONAL HEARING
CLERK

IN THE MATTER OF:

US Virgin Islands Water and Power Authority

Respondent

Proceeding under Section 3008 of the Solid Waste
Disposal Act, as amended, 42 U.S.C. § 6928

Consent Agreement and Final Order

Docket No. RCRA-02-2012-7108

PRELIMINARY STATEMENT

This civil administrative proceeding was instituted pursuant to Section 3008 of the Solid Waste Disposal Act, as amended by various laws including the Resource Conservation and Recovery Act, and the Hazardous and Solid Waste Amendments of 1984, 42 United States Code (U.S.C.) §§ 6901-6991 (together hereafter the “Act” or “RCRA”).

The Complainant in this proceeding, the Director of the Caribbean Environmental Protection Division, Region 2 of the Environmental Protection Agency (“EPA”), has been duly delegated the authority to institute and carry forward this proceeding.

The Respondent is the US Virgin Islands Water and Power Authority (“VI WAPA” or “Respondent”). Respondent owns and operates two (2) plants within the territory of the US Virgin Islands: Krum Bay Facility, located in Charlotte Amalie, St. Thomas, and Richmond Facility, located in Christiansted, St. Croix (collectively referred herein as “the Facilities”). The Facilities consist of power generation and desalinization plants, which also provide services to maintain the electric power transmission and water distribution lines.

Under Section 3006(b) of the Act, 42 U.S.C. § 6926(b), the Administrator of EPA may, if certain criteria are met, authorize a state to operate a “hazardous waste program” (within the meaning of Section 3006 of the Act, 42 U.S.C. § 6926) in lieu of the federal hazardous waste program. The US Virgin Islands is a “State” within the meaning of this provision. The US Virgin Islands is not authorized by EPA to conduct a hazardous waste management program under Section 3006 of RCRA, 42 U.S.C. § 6926. Therefore, EPA retains primary responsibility for requirements promulgated pursuant to RCRA. As a result, all requirements in 40 C.F.R. Parts 260 through 268 and 270 through 279 relating to hazardous waste are in effect in the US Virgin Islands and EPA has the authority to implement and enforce these regulations.

The Complainant issued a Complaint, Compliance Order and Notice of Opportunity for Hearing (the “Complaint”) to Respondent on September 29, 2012. The Complaint alleged that Respondent failed to comply with RCRA and hazardous waste regulations at its Facilities. Complainant and Respondent conducted settlement negotiations which led to this agreement.

Complainant and Respondent agree, by entering into this Consent Agreement and Final Order (“CA/FO”), that settlement of this matter upon the terms set forth in this CA/FO is an appropriate means of resolving this case without further litigation.

EPA’S FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Respondent is a “person,” as that term is defined in Section 1004(15) of the Act, 42 U.S.C. § 6903(15) and 40 C.F.R. § 260.10.
2. To the best of EPA’s knowledge, Respondent operates two (2) plants within the territory of the US Virgin Islands; the Krum Bay Facility located in Charlotte Amalie, St. Thomas, and the Richmond Facility located in Christiansted, St. Croix (collectively referred herein as “the Facilities”).
3. The Facilities consist of power generation and desalinization plants, which also provide services to maintain the electric power transmission and water distribution lines in the US Virgin Islands.
4. Respondent is and has been the “owner” of the Facilities as that term is defined in 40 C.F.R. § 260.10.
5. Respondent is and has been the “operator” of the Facilities as that term is defined in 40 C.F.R. § 260.10.
6. Respondent’s Facilities constitute a “facility,” within the meaning of 40 C.F.R. § 260.10.
7. In the course of its normal operations at the Facilities, Respondent generates “solid waste,” as that term is defined in 40 C.F.R. § 261.2.
8. In the course of its normal operations at the Facilities, Respondent generates “hazardous waste,” as that term is defined in 40 C.F.R. § 261.3.
9. In the course of its normal operations at its Facilities, Respondent generates “universal waste,” as that term is defined in 40 C.F.R. § 273.9.
10. In the course of its normal operations at its Facilities, Respondent generates “used oil,” as that term is defined in 40 C.F.R. § 279.1.
11. Respondent is and has been a “generator” of “hazardous waste” at its Facilities, as those terms are defined in 40 C.F.R. § 260.10. The requirements for generators are set forth in 40 C.F.R. Part 262.
12. On or about September 29 and 30, 2009, April 30, 2011, and August 29, 2012, EPA inspected Respondent’s Facilities to determine their compliance with RCRA and its

implementing regulations (hereafter “the 2009 Inspection,” “the 2011 Inspection,” the “2012 Inspection,” or if referred to jointly, “the Inspections.”)

Count 1 - Operating Without a Permit

13. Respondent became a generator of hazardous waste as defined in 40 C.F.R. § 260.10, for its activities conducted at the Krum Bay Facility since, at least, August 5, 2010.
14. Pursuant to 40 C.F.R. § 262.34(a) and (d), a generator who generates more than 100 kilograms but less than 1,000 kilograms of hazardous waste in a calendar month may accumulate hazardous waste on-site for 180 days or less without a permit or without having interim status provided that:
 - a. the quantity of waste accumulated on-site never exceeds 6,000 kilograms;
 - b. the date upon which each period of accumulation begins is clearly marked and visible for inspection on each container;
 - c. while being accumulated on-site, each container and tank is labeled or marked with the words “Hazardous Waste;”
 - d. the generator complies with the requirements of Subpart I of 40 C.F.R. Part 265, Management of Containers, except for 40 C.F.R. §§ 265.176 and 265.178;
 - i. hazardous waste containers must always be closed during storage, except when it is necessary to add or remove waste;
 - ii. a container holding hazardous waste must not be opened, handled or stored in a manner in which may rupture the container or cause it to leak;
 - iii. at least weekly inspections are conducted;
 - e. the generator complies with the requirements of 40 C.F.R. § 265.201 in Subpart J of Part 265, Management of Tanks;
 - f. the generator complies with requirements of Subpart C of Part 265, Preparedness and Prevention, with all applicable requirements under 40 C.F.R. Part 268;
 - g. at all times there must be at least one employee either on the premises or on call (i.e., available to respond to an emergency by reaching the Facility within a short period of time) with the responsibility for coordinating all emergency response measures. This employee is the emergency coordinator;
 - h. the generator must post the following information next to the telephone:
 - i. the name and telephone number of the emergency coordinator;
 - ii. location of fire extinguishers and spill control material, and, if present, fire alarm; and
 - iii. the telephone number of the fire department, unless the Facility has a direct alarm; and
 - i. the generator must ensure that all employees are thoroughly familiar with proper waste handling and emergency procedures, relevant to their responsibilities during normal Facility operations and emergencies.

15. Hazardous waste generators may treat waste on site in accumulation tanks or containers without a RCRA permit or interim status provided they are in compliance with the applicable provisions in 40 C.F.R. § 262.34 and provided that the treatment is not thermal treatment (56 FR10146, 10168; March 24, 1986).
16. During the 2010 Inspection, EPA found that Respondent stored listed hazardous waste in a remote area which is not provided with a telephone or any other communication or alarm system.
17. During the 2010 Inspection, EPA found that Respondent treated, through incidental evaporation and dilution, hazardous waste stored in open containers.
18. During the 2011 Inspection, EPA found that Respondent maintained similar conditions as those found during the 2010 Inspection.
19. Prior to at least August 11, 2011, Respondent failed to send for off-site treatment and/or disposal its hazardous waste containers mentioned in paragraph 20.
20. Respondent's failure to treat and store hazardous waste without having a permit or interim status, constitutes a violation of 40 C.F.R. § 262.34(d).

Count 2 - Failure to Make Hazardous Waste Determination

21. Pursuant to 40 C.F.R. § 262.11, a person who generates "solid waste," as defined in 40 C.F.R. § 261.2, must determine if the solid waste is a hazardous waste using the method set forth therein.
22. During the Inspections, EPA found that Respondent generated waste streams at its Facilities. Each "waste stream" was "abandoned" by being disposed of at Respondent's Facilities, within the meaning of 40 C.F.R. § 261.2(b) and therefore constitutes a "solid waste," as defined in 40 C.F.R. § 261.2.
23. Respondent did not make the required determinations as to whether the abandoned solid wastes constituted hazardous wastes.
24. Respondent's failure to determine if the solid waste generated at its Facilities constitutes a hazardous waste is a violation of 40 C.F.R. § 262.11.

Count 3 - Failure to Comply with Universal Waste Requirements

25. Pursuant to 40 C.F.R. § 273.15(c), a small quantity handler of universal waste who accumulates universal waste must be able to demonstrate the length of time that the universal waste has been accumulated from the date it becomes a waste or is received.

26. Respondent became a small quantity handler of universal waste for activities related to the generation and accumulation of universal waste lamps at the Facilities.
27. During the 2010 Inspection, EPA found that Respondent failed to accumulate universal waste lamps in structurally sound containers, adequate to prevent breakage. Universal waste lamps were accumulated in oversized wood crates, which did not offer suitable conditions for spent lamps storage.
28. At least since August 9 and 11, 2011, Respondent failed to demonstrate the length of time that the universal waste had been accumulated from the date it became a waste or was received.
29. Respondent's failure to comply with the Standards for Small Quantity Handlers of Universal Waste is a violation of 40 C.F.R. § 273.13 (d) and 40 C.F.R. § 273.15(c).

Count 4 – Failure to Comply with the Requirements for Generators and Burners of Used Oil

30. Pursuant to 40 C.F.R. § 279.63, a used oil burner must determine whether the total halogen content of used oil managed at the Facility is above or below 1,000 ppm. The used oil burner must make this determination by:
 - a. testing the used oil;
 - b. applying knowledge of the halogen content of the used oil in light of the materials or processes used; or
 - c. if the used oil has been received from a processor/re-refiner subject to regulation, using information provided by the processor/re-refiner.
31. Since at least September 25, 2003, VIWAPA has been burning used oil for energy recovery at the Facilities without determining the halogen concentration or rebutting the hazardous waste presumption.
32. Pursuant to 40 C.F.R. § 279.10, mixtures of used oil and a hazardous waste that is listed in Subpart D of Part 261 are subject to regulation as hazardous waste under Parts 260 through 266, 268, 270, and 124 rather than as used oil.
33. Respondent's failure to demonstrate that the used oil to be burned for energy recovery complies with 40 C.F.R. § 279.63(a) and (c), constitutes a violation to the Standards for Used Oil Burners.
34. Respondent's burning used oil without verifying that it complies with the halogen concentration limit or rebutting the hazardous waste presumption is a violation of 40 C.F.R. § 279.63(a).

35. Respondent's burning used oil without verifying that it complies with the halogen concentration limit or rebutting the hazardous waste presumption is a violation of 40 C.F.R. § 279.63(a).

CONSENT AGREEMENT

Pursuant to Section 3008 of RCRA and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and Revocation or Suspension of Permits, 40 C.F.R. § 22.18, it is hereby agreed by and between the parties and Respondent knowingly and voluntarily agrees as follows:

1. Commencing upon the effective date of this CA/FO and continuing thereafter, Respondent shall:
 - a. make hazardous waste determinations for each solid waste generated at its Facilities, pursuant to 40 C.F.R. § 262.11;
 - b. comply with all applicable requirements for used oil generators set forth in 40 C.F.R. Part 279; and
 - c. comply with all applicable requirements of universal waste generators set forth in 40 C.F.R. Part 273.

Within thirty (30) days of the effective date of this Consent Agreement and Final Order, Respondent shall send a Compliance Report to EPA detailing its present compliance with the requirements set forth in Paragraph 1 of this Consent Agreement. This Compliance Report shall include all appropriate documentation and evidence. If appropriate, Respondent may reference documentation previously submitted to EPA.

2. Commencing upon the effective date of this CA/FO and continuing thereafter as provided below, Respondent shall:
 - d. provide a RCRA Specific Training to be given annually for a period of five (5) years to VI WAPA managers, maintenance (i.e. motor pool, mechanic shop) personnel, and laboratory technicians. In offering the RCRA Specific Training, Respondent shall:
 - i. ensure that employees are thoroughly familiar with proper waste handling and emergency procedures relevant to their responsibilities during normal facility operations and emergencies;
 - ii. ensure that employees are thoroughly familiar with procedures to make hazardous waste determinations and for the proper handling of hazardous waste containers;
 - iii. provide to EPA evidence that the RCRA Specific Training is offered by a qualified third party;

- iv. provide the topics and materials to be covered in the RCRA Specific Training for EPA's review and approval, prior to its offering. Once approved, the RCRA Training must be offered within a period of 180 days. The first RCRA Specific Training proposal shall be submitted to EPA one year from the effective date of this Final Order and each subsequent annual RCRA Specific Training proposal shall be submitted by the anniversary date of said effective date; and
 - v. submit evidence of the training within thirty (30) days of completion. The evidence to be submitted must include the list of all participants identifying their job position, a written certification from the trainer stating the day(s) the training was given and the topics covered. The aforementioned evidence shall be submitted every year during the five (5) year period.
 - vi. The RCRA Specific Training does not substitute any other training requirements (i.e. Emergency Response Plan, SPCC, OSHA, etc.).
- e. Respondent has explained to EPA that routine self audits/inspections, which examine storage and labeling of chemicals, storage and labeling of waste materials, and the presence of household waste on the Facilities' grounds, are conducted at the Facilities. Respondent knowingly and voluntarily agrees, as part of this CA/FO, to share the findings of such routine self audits with EPA. VI WAPA shall submit the requested self audit/inspection reports quarterly for a period of five (5) years. The first self audit/inspection report shall be submitted to EPA 120 days from the effective date of this Final Order.

The Compliance Report referenced in Paragraph 1, as well as the Reports requested in Paragraph 2, should be sent to:

Zolymer Luna
Environmental Engineer
RCRA Compliance Branch
U.S. Environmental Protection Agency - Region 2
City View Plaza II - Suite 7000
48 Rd. 165 Km. 1.2
Guaynabo, PR 00968-8069

- 3. For the purpose of this proceeding, Respondent admits the jurisdictional allegations of the Complaint and neither admits nor denies specific factual allegations contained in the Complaint.
- 4. Respondent shall pay a civil penalty to EPA in the total amount of eighty two thousand five hundred and ninety eight dollars with forty cents (\$82,598.40).

5. Respondent shall pay the total amount in two payments. The first payment of forty one thousand two hundred and eighty two dollars (\$41,282.00) is due within thirty (30) days from the effective date of the attached Final Order. The second payment of forty one thousand three hundred sixteen dollars and forty cents (\$41,316.40) includes the one percent (1%) total accrued interest of one hundred and eighty two with fifty nine dollars and fifty nine cents (\$34.40). The second payment is due within sixty (60) days from the effective date of the attached Final Order.
6. Such payments shall be made by cashier's or certified checks or by Electronic Fund Transfers ("EFT"). If the payments are made by checks, then the checks shall be made payable to the "Treasurer, United States of America," and shall be mailed to:

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

Each check shall be identified with a notation thereon: **In the Matter of: US VI Water and Power Authority** and shall bear thereon the Docket Number: **RCRA-02-2012-7108**. If Respondent chooses to make the payments by EFT, then Respondent shall provide the following information to its remitter bank:

- 1) Amount of Payment
- 2) SWIFT address: FRNYUS33, 33 Liberty Street, New York, NY 10045.
- 3) Account Code for Federal Reserve Bank of New York receiving payment: 68010727.
- 4) Federal Reserve Bank of New York ABA routing number: 021030004.
- 5) Field Tag 4200 of the Fedwire message should read: "D68010727 Environmental Protection Agency."
- 6) Name of Respondent: **US VI Water and Power Authority**
- 7) Case Number: **RCRA-02-2012-7108**.

Whether the payments are made by checks or by EFT, the Respondent shall promptly thereafter furnish reasonable proof that such payments have been made to:

Carolina Jordán-García
Office of Regional Counsel-CT
U.S. Environmental Protection Agency - Region 2
City View Plaza II - Suite 7000
48 Rd. 165 Km. 1.2
Guaynabo, PR 00968-8069
jordan-garcia.carolina@epa.gov

and

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

The first payment must be received on or before thirty (30) calendar days after the date of signature of the Final Order, which is located at the end of this CA/FO. The second and final payment must be received on or before 60 days after the date of signature of the Final Order. The date by which payment must be received shall hereinafter be referred to as the "Due Date."

- a. Failure to pay the civil penalty in full according to the above provisions may result in referral of this matter to the United States Department of Justice or the United States Department of the Treasury for collection.
- b. Further, if the payment is not received on or before the Due Date, interest will be assessed at the annual rate established by the Secretary of the Treasury pursuant to the Debt Collection Act, 31 U.S.C. § 3717, on the overdue amount from the due date through the date of payment. In addition, a late payment handling charge of fifteen dollars (\$15.00) will be assessed for each thirty (30) day period (or any portion thereof) following the due date in which the balance remains unpaid. A six percent (6%) per annum penalty will also be applied on any principal amount not paid within ninety (90) days of the Due Date.
- c. The civil penalty constitutes a penalty within the meaning of 26 U.S.C. § 162(f). Respondent has read the Consent Agreement, understands its terms, finds it to be reasonable and consents to its terms. Respondent consents to the issuance of the accompanying Final Order. Respondent agrees that all the terms of the settlement are set forth herein.

7. In addition to any other remedies or sanctions available to EPA, if Respondent fails or refuses to comply with the Consent Agreement, Respondent shall be liable for stipulated penalties in the following amounts for each day during which each failure or refusal to comply continues:

Period of Failure to Comply	Penalty for Non-compliance per Calendar Day
1st through 60 th day	\$600.00
61 st through 120 th day	\$1,200.00
121 st through 180 th day	\$2,100.00
181 st day and thereafter	\$2,700.00

8. Penalties shall accrue from the date of noncompliance until the date the violation is corrected, as determined by EPA. The date of noncompliance shall be the first day after the period allowed for Respondent to complete the required action; e.g., if this CA/FO requires an action to be completed within 180 days after the effective date of this CA/FO,

then the date of noncompliance shall be the 181st day after the effective date of this CA/FO.

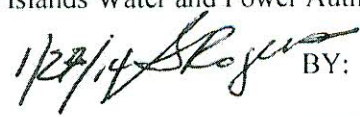
9. Such stipulated penalties will not become immediately due and payable; rather, upon request of Respondent, EPA may allow Respondent not more than fifteen (15) days to correct such noncompliance, which EPA may choose to grant such extension, in its sole and reasonable discretion. However, if Respondent does not make such request prior to the stated time periods as set forth herein that Respondent must adhere to, in order to return to compliance, Respondent will have lost its ability to make such a request and will be deemed in noncompliance and subject to stipulated penalties. If thirty (30) days after any demand is made upon Respondent to pay in full the assessed stipulated penalties, interest shall accrue as set forth below.
10. Unless Respondent provides EPA with a written explanation pursuant to the Paragraph below, all stipulated penalties are due and payable within thirty (30) days of Respondent's receipt of EPA's written demand for payment of the penalty(ies). The method of payment shall be in accordance with the provisions of Paragraph 4 of this section above. Interest and a late payment handling charge will be assessed in the same manner and in the same amounts as specified in Paragraph 4, above. Penalties shall accrue as provided above regardless of whether EPA has notified the Respondent of the violation or made a demand for payment, but need only be paid upon demand.
11. After receipt of a demand from EPA for stipulated penalty(ies) pursuant to the above paragraph, Respondent shall have twenty (20) days in which to provide EPA with a written explanation of why it believes that a stipulated penalty(ies) is not due and owing, or is not appropriate, for the cited violation(s) of the terms and conditions of this CA/FO (including any technical, financial or other information that Respondent deems relevant).
12. EPA may, in the exercise of its sole discretion, waive or reduce any stipulated penalty due if Respondent has in writing demonstrated to EPA's satisfaction good cause for such action. If, after review of Respondent's submission pursuant to the preceding paragraph, EPA determines that Respondent has failed to comply with the terms and conditions of this CA/FO and concludes that the demanded stipulated penalty(ies) is due and owing, and further EPA has not waived or reduced the demanded stipulated penalty(ies), EPA will notify Respondent, in writing, of its decision regarding the stipulated penalty(ies). Respondent shall then, within thirty (30) days of receipt thereof, pay the stipulated penalty amount(s) indicated in EPA's notice. EPA may also in its discretion, *sua sponte*, decide not to demand stipulated penalties.
13. Failure of Respondent to pay any stipulated penalty(ies) demanded by EPA pursuant to this CA/FO may result in referral of this matter to the United States Department of Justice or the United States Department of the Treasury for collection or other action provided by applicable law.
14. This CA/FO is being voluntarily and knowingly entered into by the parties to resolve (upon full payment of the civil penalty herein) the civil and administrative claims alleged in the Complaint in this matter. Nothing herein shall be read to preclude EPA or the

United States, however, from pursuing appropriate injunctive or other equitable relief or criminal sanctions for any violations of law not resolved herein.

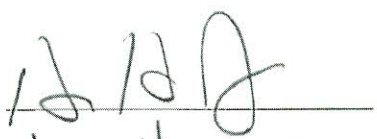
15. This CA/FO and any provision herein shall not be construed as an admission of liability in any criminal or civil action or other administrative proceeding, except in an action, suit or proceeding to enforce this CA/FO or any of its terms and conditions.
16. Respondent waives its right to request a hearing on the Complaint, this Agreement, or the Final Order included herein, including any right to contest any allegations or EPA's Findings of Fact or Conclusions of Law contained within these documents.
17. This Consent Agreement is being voluntarily and knowingly entered into by the parties to resolve (conditional upon full payment of the civil penalty herein) the specific civil and administrative claims alleged in the Complaint. Nothing herein shall be read to preclude EPA or the United States, however, from pursuing appropriate injunctive or other equitable relief or criminal sanctions for any violation of law not resolved herein.
18. Respondent waives any right it may have pursuant to 40 C.F.R. § 22.8 to be present during discussions with or to be served with and to reply to any memorandum or communication addressed to the Regional Administrator, the Deputy Regional Administrator or Regional Judicial Officer where the purpose of such discussion, memorandum, or communication is to discuss a proposed settlement of this matter or to recommend that such official accept this Consent Agreement and issue the attached Final Order.
19. This CA/FO does not waive, extinguish, or otherwise affect Respondent's obligation to comply with all applicable provisions of the Act and the regulations implementing it, nor shall it be construed as the issuance of a permit or a ruling on, or determination of, any issues related to any federal, state or local law, regulation or permit.
20. Each party shall bear its own costs and fees in this matter.
21. The representative of Respondent signing this Consent Agreement certifies that he or she is duly and fully authorized to enter into and ratify this Consent Agreement and all the terms and conditions set forth in this Consent Agreement. The provisions of this Consent Agreement shall be binding upon Respondent and its officials including authorized representatives and successors or assigns.
22. Respondent consents to service upon Respondent by a copy of this CA/FO by an EPA employee other than the Regional Hearing Clerk.
23. The effective date of this CA/FO shall be the date of filing with the Regional Hearing Clerk, U.S. EPA, Region 2, New York, New York.

RESPONDENT:

U.S. Virgin Islands Water and Power Authority

1/27/14 

BY:



NAME:

Hugo Hodge Sr.

TITLE:


Executive Director/CEO

DATE:

1/27/14

COMPLAINANT:

United States Environmental Protection
Agency - Region 2

BY: 

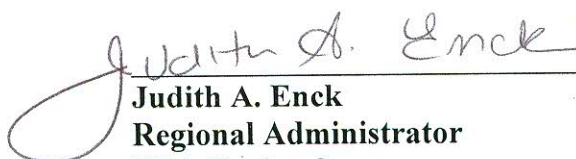
NAME: José C. Font

TITLE: Director, Caribbean
Environmental Protection
Division

DATE: January 27, 2014

FINAL ORDER

The Regional Administrator of the U.S. Environmental Protection Agency, Region 2, ratifies the foregoing Consent Agreement. The Agreement entered into by the parties is hereby approved, incorporated herein, and issued as an Order pursuant to Section 3008 of the Act and 40 C.F.R. § 22.18(b)(3). The effective date of this Order shall be the date of filing with the Regional Hearing Clerk, U.S. EPA, Region 2, New York, New York 10007.



Judith A. Enck
Regional Administrator
EPA-Region 2

DATE: 1-31-14

CERTIFICATE OF SERVICE

I hereby certify that on 02/03/2014 I caused to be mailed a copy of the Consent Agreement and Final Order entered In the Matter of: U.S. Virgin Islands Water and Power Authority; Docket No.: RCRA-02-2012-7108 to be sent to the following persons in the manner indicated:

Copy by Email and Pouch Mail:

Hon. Lisa Buschmann
Office of Administrative Law Judges
U.S. Environmental Protection Agency
1099 14th Street, N.W., Suite 350
Washington, D.C. 20005
Fax (202) 565-0044

By Hand Delivery Original + Copy:

Karen Maples
Regional Hearing Clerk
U.S. EPA – Region 2
290 Broadway, 16th Floor
New York, New York 10007

**Copy by Certified Mail /
Return Receipt Requested:**

Monica Derbes Gibson
Venable LLP
575 7th St. NW
Washington, DC 20004

Date: 02-03-2014

Jacqueline Jennes-Defais