

**UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
Region 2**

IN THE MATTER OF:

**CULEBRA RESORTS ASSOCIATES II, S.  
EN C. POR A., S.E.**  
P.O. Box 192336  
San Juan, Puerto Rico 00906

**RESPONDENT**

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

**CONSENT AGREEMENT  
AND  
FINAL ORDER**

**DOCKET NUMBER CWA-02-2008-3356**

U.S. ENVIRONMENTAL  
PROTECTION AGENCY-REGION 2  
2010 MAY -6 AM 11:57  
REGIONAL HEARING  
OFFICE

**CONSENT AGREEMENT AND ORDER**

Complainant, the United States Environmental Protection Agency (EPA),  
having issued the Complaint herein on September 30, 2008, against Culebra Resorts  
Associates II S. en C. por A., S.E. (Respondent), and

Complainant and Respondent (the "Parties") having agreed that settlement of  
this matter is in the public interest, and that entry of this Consent Agreement and Final  
Order without further litigation is the most appropriate means of resolving this matter;

NOW, THEREFORE, before the taking of any testimony, upon the pleadings,  
without adjudication of any issue of fact or law, and upon consent and agreement of  
the Parties, it is hereby agreed, and ordered as follows:

**I. PRELIMINARY STATEMENT**

1. EPA initiated this proceeding for the assessment of a civil penalty, pursuant  
to Section 309 of the Clean Water Act, 33 U.S.C. § 1319.
2. The Complaint alleges that Respondent:
  - a. did not submit an individual National Pollutant Discharge Elimination  
System (NPDES) permit application as required by 40 C.F.R. § 122.21,  
nor did it file a complete and accurate Notice of Intent form prior to  
commencement of construction activities as required by Part 2 of EPA's  
July 1, 2003 NPDES General Permit for Discharges from Large and Small

Construction Activities” (the “Construction Permit”); and

- b. discharged pollutants into waters of the United States without authorization of an NPDES permit.
3. EPA notified the Commonwealth of Puerto Rico regarding this action and offered an opportunity for the Commonwealth of Puerto Rico to confer with EPA on the proposed penalty assessment, pursuant to 40 CFR Part 22.
4. This action was public noticed. No public comment was received.
5. On November 3, 2008, Respondent filed an answer to the Complaint, denying certain facts, admitting others, raising affirmative defenses and requesting a hearing in this matter.
6. This Consent Agreement and Final Order shall apply to and be binding upon Respondent, its officers, directors, employees, successors and assigns, including, but not limited to, subsequent purchasers.
7. Respondent stipulates that EPA has jurisdiction over the subject matter alleged in the Complaint and that the Complaint states a claim upon which relief can be granted against Respondent. Respondent waives any defenses it might have as to jurisdiction and venue, and, without admitting or denying the factual or legal allegations contained in the Complaint, consents to the terms of this Consent Agreement and Final Order (CA/FO).
8. Respondent hereby waives its right to a judicial or administrative hearing or appeal on any issue of law or fact set forth in the Complaint.

*SWP*

## **II. TERMS OF SETTLEMENT**

9. Pursuant to § 309(g) of the Clean Water Act, 33 U.S.C. §1319(g), the nature of the violations, Respondent's agreement to perform a Supplemental Environmental Project (SEP) and other relevant factors, EPA has determined that an appropriate civil penalty to settle this action is in the amount of EIGHT THOUSAND DOLLARS (\$8,000.00).
10. For purposes of settlement, Respondent consents to the issuance of this Consent Agreement and consents to the payment of the civil penalty cited in the foregoing Paragraph and consents to the performance of the Supplemental Environmental Project.

**II. A. Penalty**

11. No later than forty-five (45) calendar days after the date of issuance of the executed Final Order signed by the Director of the Caribbean Environmental Protection Division of EPA, Region 2, Respondents shall pay the amount of EIGHT THOUSAND DOLLARS (\$8,000.00) by cashier's or certified check, payable to the "Treasurer of the United States of America", identified with a notation of the name and docket number of this case, set forth in the caption on the first page of this document. Respondent shall perform payment pursuant to the following:

**CHECK PAYMENTS:**

US Environmental Protection Agency  
Fines and Penalties  
Cincinnati Finance Center  
PO Box 979077  
St. Louis, MO 63197-9000.

**WIRE TRANSFERS:**

Federal Reserve Bank of New York  
ABA = 021030004  
Account = 68010727  
SWIFT address = FRNYUS33  
33 Liberty Street  
New York NY 10045.

*SND*

Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency".

**OVERNIGHT MAIL:**

U.S. Bank  
1005 Convention Plaza  
Mail Station SL-MO-C2GL  
ATTN Box 979077  
St. Louis, MO 63101  
Contact: Natalie Pearson  
314-418-4087.

Respondent shall also send copies of this payment to each of the following:

Jaime López  
Environmental Engineer  
Multimedia, Permits and Compliance Branch  
Caribbean Environmental Protection Agency  
U.S. Environmental Protection Agency Region 2  
1492 Ponce de León Ave. – 4<sup>th</sup> Floor  
San Juan, PR 00907-4127  
Fax number: (787) 289-7104,

Héctor L. Vélez Cruz, Esq.  
Assistant Regional Counsel  
Office of Regional Counsel  
U.S. Environmental Protection Agency, Region 2  
1492 Ponce de León Ave., Suite 417  
San Juan, PR 00907-4127  
Fax number: (787) 729-7748,

and

Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region 2  
290 Broadway, 16<sup>th</sup> Floor  
New York, New York 10007.

*SMD*

12. Payment must be received at the above address no later than forty-five (45) calendar days after the date of signature of the Final Order (at the end of this document). The date by which payment must be received shall hereafter be referred to as the “due date”.
- a. Failure to pay the penalty in full according to the above provisions will result in a 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 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 \$15.00 will be assessed for each 30 day period (or any portion thereof) following the due date in which the balance remains unpaid. A 6% per annum penalty also will be applied on any principal amount not paid within 90 days of the due date.

- c. In addition, pursuant to Section 309(g)(9) of the Clean Water Act, 33 U.S.C. § 1319(g)(9), if payment is not received by the due date, a quarterly nonpayment penalty will be imposed for each calendar quarter during which such nonpayment persists. The quarterly nonpayment penalty is 20% of the aggregate amount of penalties and quarterly nonpayment penalties which are unpaid as of the beginning of such quarter.
  - d. Respondent also may be required to pay attorneys fees and costs for collection proceedings in connection with nonpayment.
13. The penalty to be paid is a civil penalty assessed by the EPA and shall not be deductible from the Respondents' federal or state taxes.

### **II. B. Supplemental Environmental Project**

14. a. Respondent shall complete the following supplemental environmental project (SEP), which the Parties agree is intended to secure significant environmental or public health protection and improvement.

Respondent shall undertake the design and implementation of a Storm Water Management System project to control storm water discharges that reach the Ensenada Honda Bay, a navigable water of the United States, in Culebra, Puerto Rico. The SEP also proposes the Red Mangroves Habitat Restoration Project (planting of red mangrove propagule) to protect Ensenada Honda Bay and its ecosystems. The purpose of this environmental restoration and protection project is to preserve land, protect a wetland, reduce storm water pollution and protect the ecological resources of the Ensenada Honda Bay in order to ensure or advance the protection of water quality, habitat, ecological values, indigenous flora and fauna.


The SEP (Storm Water Management System and Red Mangroves Habitat Restoration Project) will be located on both sides of the paved municipal Camino Fulladosa at Punta Soldado Ward, in Culebra, Puerto Rico (for details of this SEP see Respondent's SEP Proposal, here incorporated as Attachment 1).

- b. **By May 30, 2010**, Respondent shall submit a Work Plan to accomplish the SEP stated in Paragraph 14.a. above, which includes, at a minimum:
- i. an assessment of the actual conditions at the property, including but not limited to specific location, current environmental condition, and any restoration work;
  - ii. planning (including operation and maintenance activities), design, selection of equipment and technology, and construction of storm water runoff management system;
  - iii. a proposal to reforest the area at Ensenada Honda Bay that is the

subject of this SEP with red mangrove propagules;

- iv. a list and number of individuals of red mangrove propagules (or other native and non-invasive plants if necessary) to be used in the forestation of the area at Ensenada Honda Bay that are beneficial to the site's ecology, promoting sustainability and serving as a natural filter of the area runoff waters, thereby reinforcing natural erosion and sedimentation control and acting as a natural buffer, and;
- v. a schedule for all activities required to fulfill the Work Plan such that all activities are completed including submission of the SEP Completion Report by no later than November 30, 2010.

Respondent may consult with EPA while developing the Work Plan, to ensure timely submission of an approvable Work Plan, including submittal of drafts of the Work Plan to EPA for EPA's review and comments. EPA shall cooperate with Respondent in this consultation process providing input and recommendations to assist Respondent in achieving a Work Plan that is reasonably acceptable to EPA.

- 
- c. If EPA approves the Work Plan required by Paragraph 14.b. above, EPA shall provide written notice of the Work Plan approval.
  - d. If EPA approves the Work Plan required by Paragraph 14.b. above, the EPA-approved Work Plan shall be incorporated by this reference into this Compliance Agreement and Final Order and shall be binding and enforceable.
  - e. In the event that EPA disapproves the Work Plan, in whole or in part, within twenty (20) calendar days of receipt of EPA's disapproval, Respondents shall revise and re-submit such work plan for EPA review and approval.
  - f. Upon re-submission of the Work Plan, EPA will review it and will inform Respondents, in writing, of EPA's approval, modification and approval, or disapproval of the re-submitted Work Plan, in whole or in part, and the specific grounds for any disapproval.
  - g. If EPA elects to request modifications of the resubmitted Work Plan, EPA will permit Respondents the opportunity to object in writing to the notification of deficiency given pursuant to this paragraph within twenty (20) calendar days of receipt of such notification. EPA and Respondents shall have an additional twenty (20) calendar days from the receipt by EPA of the notification of objection to reach agreement on changes necessary to the Work Plan. If agreement can not be reached on any such issue within this twenty (20) calendar day period, EPA shall provide a written statement of its decision on the adequacy of the Work Plan, which decision shall be final and binding upon Respondents.

- h. Stipulated penalties shall be payable to the United States in the amount of two hundred (\$200.00) dollars per day for failure to submit an adequate Work Plan as stated in paragraph 14.b above, beginning on the date that Respondent receives EPA's disapproval, in writing, of the resubmitted Work Plan.
- i. Respondent shall begin implementation of the Work Plan within twenty (20) calendar days of receipt of EPA's approval of the Work Plan.
- j. The SEP as described in Paragraph 14.a above shall be achieved in accordance with this CA/FO and the final EPA approved Work Plan.
- k. The SEP shall be completed no later than November 30, 2010.

15. In the event that either of the parties proposes a change to the SEP and/or final EPA approved Work Plan, Respondents shall submit for EPA approval, modification and approval, or disapproval, a modified Work Plan incorporating such proposed changes following the procedures in paragraphs 14. b-i above.
16. **Federal Tax:** For Federal Income Tax purposes Culebra Resorts Associates II, S. en C. por A., S.E. agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP.
17. **SEP Cost:** The total expenditure for the SEP, at cost to the Respondent, shall be not less than \$24,500.00. Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report.
18. **Certification:** Respondent hereby certifies that, as of the date of this CA/FO, Respondent is not required to perform or develop the SEP by any federal, state or local law or regulation; nor is Respondent or Third Party (if applicable) required to perform or develop the SEP by any other agreement, grant or as injunctive relief in this or any other case. Respondent further certifies that it has not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEP.
19. **SEP Completion Report:** Respondent shall submit a SEP Completion Report to EPA within sixty (60) calendar days after the completion of all activities that are part of the Work Plan. The SEP Completion Report shall contain the following information:
- a detailed description of the SEP as implemented;
  - a map of the SEP as implemented;
  - a description of any operating problems encountered and the solutions thereto;

d. itemized costs

In itemizing its costs in the SEP Completion Report, Respondent shall clearly identify and provide acceptable documentation for all eligible SEP costs. Where the SEP Completion Report includes costs not eligible for SEP credit, those costs must be clearly identified as such. For purposes of this paragraph, "acceptable documentation" includes invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment is being made. Canceled drafts do not constitute acceptable documentation unless such drafts specifically identify and itemize the individual costs of the goods and/or services for which payment is being made;

e. The SEP shall be completed no later than November 30, 2010;

f. certification that the SEP has been fully implemented pursuant to the provisions of this CA/FO and Work Plan, and;

g. description of the environmental, ecological and public health benefits resulting from implementation of the SEP (with a quantification of the benefits and pollutant reductions, if feasible).

20. In all documents or reports, including, without limitation, any SEP reports, submitted to EPA pursuant to this Consent Agreement, Respondent shall, by its officers, sign and certify under penalty of law that the information contained in such document or report is true, accurate, and complete by signing the following statement:



"I hereby certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment."

21. **Periodic Reports/Submissions**: Respondent shall submit any additional reports or information required by the Work Plan to EPA in accordance with the schedule and requirements recited therein.

22. Respondent shall maintain legible copies of documentation of the underlying research and data for any and all documents or reports submitted to EPA pursuant to this Consent Agreement for a term of five (5) years after the implementation of the SEP and shall provide the documentation of any such underlying research and data to EPA not more than ten (10) working days after a request for such information.



23. **Public Statements:** Any public statement, oral or written, in print, film, or other media, made by Respondent making reference to the SEP shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency for violations of the Clean Water Act." "Este proyecto fue realizado como parte de un acuerdo legal con relación a una acción de cumplimiento por violaciones a la Ley Federal de Agua Limpia presentada por la Agencia Federal de Protección Ambiental de los Estados Unidos."

24. **EPA's Acceptance of SEP Completion Report:**

- a. After receipt of the SEP Completion Report described in Paragraph 18 above, EPA will notify Respondent, in writing, regarding: (i) any deficiencies in the SEP Completion Report itself along with a grant of an additional thirty (30) days for Respondent to correct any deficiencies; or, (ii) indicate that EPA concludes that the project has been completed satisfactorily; or, (iii) determine that the project has not been completed satisfactorily and seek stipulated penalties in accordance with Paragraph 25 below.
- b. If EPA elects to exercise option (i) above, i.e., if the SEP Completion Report is determined to be deficient but EPA has not yet made a final determination about the adequacy of SEP completion itself, EPA shall permit Respondent the opportunity to object in writing to the notification of deficiency given pursuant to this Paragraph within ten (10) days of receipt of such notification. EPA and Respondent shall have an additional thirty (30) days from the receipt by EPA of the notification of objection to reach agreement on changes necessary to the SEP Completion Report. If agreement cannot be reached on any such issue within this thirty (30) day period, EPA shall provide a written statement of its decision on adequacy of the completion of the SEP to Respondent, which decision shall be reasonable and final and binding upon Respondent. Respondent agrees to comply with any requirements imposed by EPA as a result of any failure to comply with the terms of this Consent Agreement and Final Order. In the event the SEP is not completed as contemplated herein, as determined by EPA, stipulated penalties shall be due and payable by Respondent to EPA in accordance with Paragraph 25 below.

*SMO*

25. **Stipulated Penalties:**

- a. In the event that Respondent fails to comply with any of the terms or provisions of this Agreement relating to the performance of the SEP described in Section II.B above and/or to the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP described in Paragraph 17 above, Respondent shall be liable for stipulated penalties according to the provisions set forth below:
- i. If Respondent timely submits a Work Plan but the Work Plan fails to satisfy EPA requirements as detailed in Paragraph 14.b above,

EPA shall provide written notice of the disapproval and the SEP shall not be performed and Respondent shall pay a stipulated penalty in the amount of \$24,500.

- ii. If Respondent submits an EPA-approvable Work Plan but it is not submitted by DUE DATE FOR WORK PLAN, the SEP shall not be performed and Respondent shall pay a stipulated penalty in the amount of \$24,500.
- iii. If the SEP is satisfactorily completed in accordance with Paragraph 14 above but Respondent expends less than the agreed \$24,500 for the SEP project, Respondent shall pay a stipulated penalty equal to the difference between the amount of eligible SEP costs incurred by the Respondent and \$24,500.
- iv. If the SEP is not completed in accordance with Paragraph 14 but:  
(a) Respondent certifies, with supporting documentation, the amount of eligible costs expended on the SEP, and (b) EPA determines that the Respondent made good faith and timely efforts to complete the project, then, Respondent shall pay a stipulated penalty that is the difference between the eligible SEP costs incurred by Respondent and \$24,500. If Respondent documents that it, together with the third party (if applicable), did all that they could to ensure timely completion of the SEP but the SEP is not timely completed because of action, or inaction, on the part of the state government or a court, then it shall be deemed that the Respondent made good faith and timely efforts to complete the SEP project.
- v. If Respondent halts or abandons work on the SEP as described in Paragraph 14, a, above and after the Work Plan has been approved by EPA, prior to its completion, Respondent shall pay a stipulated penalty of \$200 and shall also pay the difference of eligible costs incurred and \$24,500.
- vi. For failure to submit the SEP Completion Report required by Paragraph 19 above, Respondent shall pay a stipulated penalty in the amount of \$200 for each day after the report was due until the report is submitted.
- vii. For failure to submit any other report required by Paragraph 20 above, Respondent shall pay a stipulated penalty in the amount of \$200 for each day after the report was originally due until the report is submitted.

- b. The determinations of whether the SEP has been satisfactorily completed and whether the Respondent has made a good faith, timely effort to implement the SEP shall be in the sole discretion of EPA.

- c. Respondent shall pay stipulated penalties within thirty (30) days after receipt of written demand by EPA for such penalties. Payment of stipulated penalties shall be made payable to the "Treasurer of the United States of America." Such check shall be mailed to:

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

The checks shall be identified with a notation of the name and docket number of this case, set forth in the caption on the first page of this document.

A copy of the check and any transmittal letter shall be sent to each of the following:

Jaime López  
Environmental Engineer  
Multimedia, Permits and Compliance Branch  
Caribbean Environmental Protection Agency  
U.S. Environmental Protection Agency Region 2  
1492 Ponce de León Ave. – 4<sup>th</sup> Floor  
San Juan, PR 00907-4127  
Fax number: (787) 289-7104,



and

Regional Hearing Clerk  
U.S. EPA, Region 2  
290 Broadway, 16<sup>th</sup> floor  
New York, New York 10007.

Interest and late charges on stipulated penalties shall be paid as stated in Paragraph 12 above.

### **II. C. General Provisions**

26. Respondent shall submit all notices and reports required by this Consent Agreement and Final Order by first class mail to:

Jaime López  
Environmental Engineer

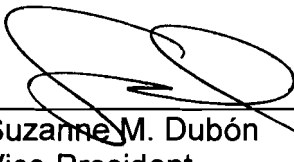
Multimedia, Permits and Compliance Branch  
Caribbean Environmental Protection Agency  
U.S. Environmental Protection Agency Region 2  
1492 Ponce de León Ave. – 4<sup>th</sup> Floor  
San Juan, PR 00907-4127  
Fax number: (787) 289-7104.

27. The 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 Director or the Regional Administrator 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 accompanying Final Order.
28. Nothing in this agreement shall be construed as prohibiting, altering or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this agreement or of the statutes and regulations upon which this agreement is based, or for Respondent's violation of any applicable provision of law.
29. This Consent Agreement and Order shall not relieve Respondent of its obligation to comply with all applicable provisions of federal, state or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state or local permit, nor shall it be construed to constitute EPA approval of the equipment or technology installed by Respondent, if any, in connection with the SEP undertaken pursuant to this Agreement.
30. This Consent Agreement and Final Order constitutes a settlement by EPA of all claims for civil penalties pursuant to the Clean Water Act for the violations alleged in the Complaint. Nothing in this Consent Agreement and Final Order is intended to nor shall be construed to operate in any way to resolve any criminal liability of the Respondent. Compliance with this Consent Agreement and Final Order shall not be a defense to any actions subsequently commenced pursuant to Federal laws and regulations administered by EPA, and it is the responsibility of Respondent to comply with such laws and regulations.
31. Each undersigned representative of the parties to this Consent Agreement certifies that he or she is fully authorized by the party represented to enter into the terms and conditions of this Consent Agreement and to execute and legally bind that party to it.
32. Each party shall bear its own costs and attorney's fees in connection with the action resolved by this Consent Agreement and Order.



**RESPONDENT:**

BY:

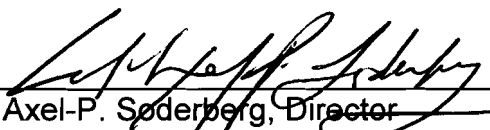
  
\_\_\_\_\_

Suzanne M. Dubón  
Vice-President  
Culebra Resorts GP, Inc.  
Managing General Partner of  
Culebra Resorts Associates II S. en C. por A., S.E.  
P.O. Box 192336  
San Juan, PR 00919-2336

DATE: 3/26/2010



**COMPLAINANT:**

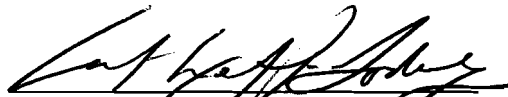
BY:   
Carl Axel-P. Soderberg, Director  
Caribbean Environmental Protection Division  
U.S. EPA, Region 2  
Centro Europa Building, Suite 417  
Ponce De León Avenue  
San Juan, Puerto Rico 00907-4127

DATE: 05-03-10

### III. FINAL ORDER

The Director of the Caribbean Environmental Protection Division, 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. The effective date of this Order shall be the date of filing with the Regional Hearing Clerk, U.S. EPA Region 2, New York, NY.

05/03/19  
Date



Carl Axel-P. Soderberg, Director  
Caribbean Environmental Protection Division  
U.S. EPA, Region 2  
Centro Europa Building, Suite 417  
Ponce De León Avenue  
San Juan, Puerto Rico 00907-4127

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION II

IN THE MATTER OF:

**CULEBRA RESORTS ASSOCIATES II, S.  
EN C. POR A., S.E.**  
P.O. Box 192336  
San Juan, Puerto Rico 00906

**RESPONDENT**

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

**CONSENT AGREEMENT  
AND FINAL ORDER**

**DOCKET NUMBER CWA-02-2008-3356**

**CERTIFICATE OF SERVICE**

I certify that I have this day caused to be sent the foregoing *Consent Agreement and Final Order*, dated May 3<sup>rd</sup>, 2010, and bearing the above-referenced docket number, in the following manner to the respective addressees below:

Original and copy by facsimile, **Overnight Mail** to:

**Karen Maples**  
Regional Hearing Clerk  
Region II  
U.S. Environmental Protection Agency  
290 Broadway, 16<sup>th</sup> Floor  
New York, NY 10007-1866  
Fax (212) 637-3202.

Copy by **Certified Mail, Return Receipt Requested** to:

**For Respondent:**  
Rafael A. Toro Ramirez, P.E., Esq.  
P.O. Box 11064  
San Juan, Puerto Rico 00922-1064  
Tel. (787) 783-8630 Fax (787) 783-7630  
toroars@caribe.net

Copy by facsimile, **Overnight Mail** to:

Hon. Helen S. Ferrara  
Presiding Officer  
Region II  
U.S. Environmental Protection Agency  
290 Broadway, 16<sup>th</sup> Floor  
New York, NY 10007-1866  
Fax (212) 637-3202.

Name: 

Date: 5/5/2010