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UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
REGION 6  
DALLAS, TX

REGIONAL HEARING CLERK  
EPA REGION VI

IN THE MATTER OF:	§	EPA Docket No.
	§	RCRA-06-2023-0901
LOWE'S HOME CENTERS, LLC	§	
	§	
RESPONDENT	§	Proceeding Under Section 3008(a) of the
	§	Resource Conservation and Recovery Act
	§	42 U.S.C. § 6928(a)
	§	
	§	

CONSENT AGREEMENT AND FINAL ORDER

I. PRELIMINARY STATEMENT

1. This Consent Agreement and Final Order (the "CAFO") is entered into by the United States Environmental Protection Agency ("EPA" or "Complainant"), Region 6 and Lowe's Home Centers, LLC, a North Carolina limited liability company ("Lowe's" or "Respondent") and concerns Respondent's locations listed in Appendix I<sup>1</sup> to this CAFO.

2. Pursuant to Section 3008(a)(2) of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6928(a)(2), notice of the commencement of this action has been given to the States of Arkansas, Louisiana, New Mexico, Oklahoma, and Texas ("Affected States"). EPA, Region 6 has also informed federally affected Indian tribes for which EPA generally administers the RCRA

<sup>1</sup> Appendix I represents all Lowe's locations, including retail stores, Lowe's Pro Supply locations and distribution centers that operate in EPA, Region 6 as of the day this CAFO is filed with the Regional Hearing Clerk (the "Effective Date") (collectively, "Facilities"). For purposes of this CAFO, the term "Facility" or "Facilities" also means: (i) one or more of the Facilities listed in Appendix I of this CAFO that existed prior to 2018 and are operational on the Effective Date and (ii) one or more Facilities listed in Appendix I of this CAFO that came into existence subsequent to 2018 and are operational on the Effective Date.

program.

3. Each of the Affected States have received authorization to administer the base RCRA hazardous waste program (requirements imposed by the Solid Waste Disposal Act prior to the Hazardous and Solid Waste Amendments of 1984) in lieu of the federal government's program. Thus, where applicable, citations to the Code of Federal Regulations ("C.F.R.") is a citation to the corresponding regulations contained within the Affected State's authorized RCRA hazardous waste program.

4. For the purpose of this proceeding,<sup>2</sup> Respondent admits the jurisdictional allegations herein of this CAFO. Further, Respondent neither admits nor denies the specific factual allegations and alleged violation of law contained in this CAFO.

5. For the purpose of this proceeding, Respondent waives its right to appeal the proposed Final Order set forth herein. 40 C.F.R. § 22.18(b)(2). Further, for purposes of this proceeding, Respondent waives all defenses which have been raised or could have been raised to the claims set forth in this CAFO.

6. Respondent consents to the issuance of this CAFO hereinafter recited, consents to the assessment and payment of the stated civil penalty in the amount and by the method set out in this CAFO, and consents to the specific time periods and requirements stated in Section IV (Compliance Order).

7. Respondent and Complainant (the "Parties"), by the execution and filing of this CAFO, have agreed to resolve the potential violation and claims alleged in this CAFO for the Facilities.

8. The Parties agree to the use of electronic signatures for this matter. The Parties further agree

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<sup>2</sup> As used throughout this CAFO, "this proceeding" refers to the filing of this CAFO with the Regional Hearing Clerk.

to electronic service of this CAFO, pursuant to 40 C.F.R. § 22.6, by email to the following addresses: EPA, [Moncrieffe.Marcia@epa.gov](mailto:Moncrieffe.Marcia@epa.gov) and for Respondent, Ms. Eleni Kouimelis, [EKouimel@winston.com](mailto:EKouimel@winston.com).

## II. JURISDICTION

9. This CAFO is issued by EPA, pursuant to Section 3008(a) of RCRA, 42 U.S.C. § 6928(a), as amended by the Hazardous and Solid Waste Amendments of 1984 (“HSWA”) and is simultaneously commenced and concluded through the issuance of this CAFO under 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3).

10. Respondent agrees to undertake and complete all actions required by the terms of this CAFO. In any action by EPA or the United States to enforce the terms of this CAFO, Respondent agrees not to contest the authority or jurisdiction of the Administrator of EPA to issue or enforce this CAFO, and agrees not to contest the validity of this CAFO or its terms and conditions.

## III. FACTUAL ALLEGATIONS AND ALLEGED VIOLATION

11. Respondent is a limited liability company authorized to do business in all the Affected States that are subject to this CAFO.

12. From 2018 and continuing through the date of the filing of this CAFO, Respondent or one of its subsidiaries either owned or operated or continues to own and/or operate each of the Facilities at the corresponding and respective addresses listed in Appendix I, which are the subject of this CAFO.

13. Respondent owns and operates a home improvement retail business and distribution centers that offer products and services related to home improvement, repair, maintenance, or construction projects at two hundred and forty-three (243) Facilities listed in Appendix I of this CAFO.

14. Many of these Facilities operate seven days a week.

15. Respondent's business is primarily home improvement retail, with the primary NAICS code of 444110 (Home Centers). The Facilities may generate "hazardous waste" as that term is defined in 40 C.F.R. § 260.10 when there is a return of certain products, when certain products are damaged or spilled, and/or when outdated products are discarded.

16. From 2018 and continuing through the date of the filing of this CAFO, Respondent submitted various Section 3010(a) of RCRA, 42 U.S.C. § 6930(a), notifications for certain of the Facilities listed in Appendix I to this CAFO, which identified the Facilities as conditionally exempt small quantity generator or very small quantity generator ("CESQG" or VSQG") for certain Lowe's Pro Supply facilities,<sup>3</sup> as small quantity generator ("SQG") for Lowe's retail stores, or as a large quantity generator ("LQG") for Respondent's Regional Distribution Center.

17. As part of EPA's obligation to ensure that hazardous waste generators are in compliance with RCRA and the regulations promulgated thereunder, Lowe's came to EPA, Region 6's attention through an EPA data review for eight of Lowe's' facilities located in Region 6.

18. Followed by an initial RCRA online data review, EPA, Region 6 also reviewed several of Respondent's records in the EPA RCRAInfo database, Texas STEERS data/Central Registry, EPA's Biennial Reports, and E-Manifests, for certain EPA, Region 6 facilities, as well as additional information voluntarily provided to EPA, Region 6 by Respondent ("Initial Investigation").

19. As a result of the Initial Investigation, EPA, Region 6 contacted Respondent in February

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<sup>3</sup> On November 28, 2016, EPA published in the Federal Register ("Fed. Reg") the Hazardous Waste Generator Improvement Rule (the "New Rule"), which became effective on May 30, 2017. 81 Fed. Reg. 85732 (November 28, 2016). However, it should be noted that provisions of the New Rule that are more stringent than current rules in the authorized states will become effective in each state when each state has adopted the New Rule. Further, since the New Rule was issued under Non-HSWA authority, EPA will enforce the New Rule when it is authorized in states that have authorization for the Base RCRA Programs. EPA will also enforce the New Rule in Indian country, as appropriate. Further, the New Rule no longer uses the term CESQG but instead uses Very Small Quantity Generator ("VSQG"). As the timeframe for some of the allegations in this CAFO applies across the New Rule and the previous Rule, this CAFO, where applicable to the issue of CESQG or VSQG, cites both rules.

2019 and communicated EPA, Region 6's findings.

20. From February 2019 through July 2021, EPA Region 6 and Respondent had several discussions about Respondent's hazardous waste activities at some of the Facilities with a focus primarily on Lowe's' hazardous waste determination and recording keeping obligations as a generator.

21. During the first quarter of 2022, EPA expanded its Initial Investigation to investigate Respondent's Facilities in all Affective States and expanded the scope of the Initial Investigation to include review of Respondent's other obligations as a RCRA generator of hazardous waste.

22. From its expanded investigation ("Expanded Investigation"), EPA, Region 6 identified the potential violation alleged in this CAFO. The Parties thereafter engaged in further discussions and settlement negotiations that led to an agreement to enter into this CAFO and for the Facilities listed in Appendix I of this CAFO, which are located respectively in the Affected States.

23. Respondent is a "person" within the meaning of Section 1004(15) of RCRA, 42 U.S.C. § 6903(15) and 40 C.F.R. § 260.10.

24. Each of Respondent's Facilities listed in Appendix I to this CAFO is a "Facility" as defined under 40 C.F.R. § 260.10.

25. From 2018 and continuing through the date of the filing of this CAFO, Respondent or one of its subsidiaries was and/or continues to be an "owner" and/or "operator" of the Facilities as defined under 40 C.F.R. § 260.10.

26. Based on the information gathered during its Expanded Investigation, EPA, Region 6 has determined that Respondent generates several "solid waste" streams from certain of its Facilities within the meaning of Section 1004(27) of RCRA, 42 U.S.C. § 6903(27) and 40 C.F.R. § 260.10.

27. Based on the information gathered during its Expanded Investigation, EPA has

determined that from 2018 and continuing through the date of the filing of this CAFO, Respondent generated, accumulated, and offered for transport and treatment and/or disposal, at a minimum, the following hazardous waste streams, generated at or from certain of its Facilities at different times since 2018:

- i. Ignitable, corrosive, and reactive characteristic wastes with the hazardous waste codes, respectively, D001, D002, and D003;
- ii. Toxicity characteristic wastes with the hazardous waste codes D004, D005, D006, D007, D008, D009, D010, D011, D012, D013, D014, D015, D016, D018, D019, D020, D022, D026, D027, D028, D031, D035, D039, D040, D043, which correspond respectively to arsenic, barium, cadmium, chromium, lead, mercury, selenium, silver, endrin, lindane, methoxychlor, toxaphene, 2,4-D, 2,4,5-TP (Silvex), benzene, carbon tetrachloride, chlordane, chlorobenzene, chloroform, o-cresol, cresol, 1,4-dichlorobenzene, 1,2-dichloroethane, heptachlor (and its epoxide), methyl ethyl ketone, tetrachloroethylene, trichloroethylene, and vinyl chloride; and
- iii. Listed hazardous wastes, with the hazardous waste codes U002, U019, U036, U043, U044, U052, U058, U072, U080, U129, U154, U159, U165, U188, U201, U210, U211, U220, U226, U228, U240, U247, U248, U279, and U411.

28. The hazardous wastes identified in Paragraph 27 are “hazardous waste” as defined in 40 C.F.R. §§ 261.21, 261.22, 261.23, 261.24, and 261.33.

29. Based on the information EPA, Region 6 gathered during its Expanded Investigation, EPA, Region 6 has determined that Respondent is a “generator” of “hazardous waste” at each of its Facilities, as those terms are defined in 40 C.F.R. § 260.10.

30. Based on the information gathered during its Expanded Investigation, EPA has determined that from 2018 and continuing through the date of the filing of this CAFO, Respondent generated some or all the hazardous wastes identified in Paragraph 27 in quantities that in some instances exceeded threshold amount of 100 kg of hazardous waste per month at certain of the 243 Facilities identified in Appendix I and that in such instances Respondent appropriately classified certain of its Facilities as SQG status pursuant to 40 C.F.R. Part 262, for the period that such wastes

remained onsite.

31. Based on the information gathered during its Expanded Investigation, EPA has determined that certain of the solid waste generated from certain of Respondent's Facilities, which are the subject of this CAFO, are hazardous waste and must be managed pursuant to the applicable regulations at 40 C.F.R. Parts 261 and 262, and all the applicable regulations referenced therein.

32. Based on the information gathered during its Expanded Investigation, EPA has determined that Respondent did not fully comply with certain applicable generator notification requirements in violation of the laws and regulations of RCRA promulgated at Sections 3010(a) of RCRA, 42 U.S.C. § 6930(a).

## **RCRA ALLEGATION**

### **Claim i. Failure to File Subsequent Notifications**

33. The relevant allegations in Paragraphs 1-32 are realleged and incorporated herein by reference.

34. Pursuant to 40 C.F.R. §§ 261.5(a) and (b), a generator is a CESQG or VSQG in a calendar month if it generates no more than 100 kilograms of hazardous waste and complies with 40 C.F.R. §§ 261.5(f), (g), and (j) or 40 C.F.R. § 262.14.

35. Pursuant to 40 C.F.R. § 262.34(d), a generator is a SQG if it generates greater than 100 kilograms but less than 1000 kilograms of hazardous waste in a calendar month and complies with 40 C.F.R. §§ 262.34(d)(1) through (5).

36. Certain of the Facilities were operating as a SQG at certain times from 2018 and continuing through the date of the filing of this CAFO.

37. Pursuant to Section 3010(a) of RCRA, 42 U.S.C. § 6930(a), any person generating a characteristic or listed hazardous waste shall file with the Administrator or with states having

authorized hazardous waste permit programs a notification stating the location and general description of such activity and the identified characteristic or listed hazardous wastes handled by such person.

38. Respondent filed with the Administrator or the authorized and respective states initial notifications of its hazardous waste activities for the Facilities. However, in certain instances, Respondent did not timely file with the Administrator or the authorized and respective state subsequent notifications of its hazardous waste activities for certain of its Facilities to identify a change in waste streams generated at certain of the Facilities listed in Appendix I of this CAFO.

39. Based on the information gathered during its Expanded Investigation, EPA, Region 6 has alleged that from November 2019 and continuing through May 2022, Respondent failed to comply fully with Section 3010(a) of RCRA, 42 U.S.C. § 6930(a), and is therefore subject to civil penalties pursuant to Section 3008(a) of RCRA, 42 U.S.C. § 6928(a).

#### IV. COMPLIANCE ORDER

40. Pursuant to Section 3008(a) of RCRA, 42 U.S.C. § 6928(a) and in order to maintain compliance with applicable RCRA laws and regulations, state and federal, Respondent is hereby ordered and has agreed to take the activities set forth in this Section IV (Compliance Order) as these activities relate to the Facilities in Appendix I of this CAFO and within the respective time period set forth in each sub-paragraph below:

- i. Within one-hundred and twenty (120) days of the Effective Date of this CAFO, Respondent will provide for EPA, Region 6's review and for Respondent's subsequent implementation of one or more **Standard Operating Procedure ("SOPs")** for reference by Lowe's associates who have job responsibilities related to hazardous waste at the Facilities and/or provide to EPA, Region 6 for review of existing SOP(s) that Lowe's has



already implemented at its Facilities. The SOP(s) will be submitted to and treated by EPA, Region 6 as Confidential Business Information (“CBI”) pursuant to 40 C.F.R. Part 2, Subpart B. The SOP(s) will describe the implementation of a centralized process for the Facilities subject to this CAFO and will focus on Respondent’s coordination with third-party vendors and Respondent’s associates who have responsibility for hazardous waste management in the following areas: 1) hazardous waste determinations; (2) Section 3010 RCRA notification submissions; (3) employee training; (4) record-keeping; (5) land disposal restrictions; (6) management of hazardous waste while on site, to include contingency plans and emergency procedures; and (7) manifesting requirements;

ii. By the execution of this CAFO and in accordance with the certification language in Paragraph 42 of this CAFO, Respondent certifies that Respondent currently employs an independent third-party to review aspects of its corporate hazardous waste program (“**Independent Third-Party Review**”). Such Independent Third-Party Review includes, but is not limited to the following for each Facility listed in Appendix I of this CAFO as applicable: (1) on a monthly basis, review of data received from Respondent’s waste haulers, which includes waste weight/volumes, waste codes, waste profiles and a weekly weight summary for the past week’s pickups at each Facility; (2) review of manifests for a certain Facility in the event issues are identified through the monthly waste review described above; and (3) review and provide assistance with Section 3010 RCRA notification submissions when needed, including where there is a change in waste code or contact information update. No later than [October 31, 2023] and annually thereafter until termination of this CAFO, the independent third-party shall prepare a summary report (“**Annual Third-Party Summary Report**”) summarizing any non-compliance

identified by the independent third-party from the Effective Date to September 30, 2023, and steps Respondent has taken to correct such noncompliance. For each subsequent Annual Third-Party Summary Report that is required to be submitted, the reporting period shall be October 1 to September 30<sup>th</sup> of the following year. Until termination of this CAFO and within sixty (60) days after Lowe's' receipt of an Annual Third-Party Summary Report, Respondent will submit such Annual Third-Party Report to EPA, Region 6 as CBI and EPA, Region 6 will treat such Annual Third Party Report as CBI; and

iii. Within 180 days of the Effective Date of the CAFO, Respondent in coordination with its third-party vendors, will develop a plan that will communicate clearly to its associates who have job responsibilities related to hazardous waste at the Facilities, Respondent's obligation to **provide EPA access to information** that Respondent is required to keep pursuant to applicable federal and state requirements and upon the Respondent's receipt of a written request from EPA, Region 6 pursuant to Section 3007 of RCRA, 42 U.S.C. § 6027 (the "Plan"). EPA, Region 6 will direct such written request to:

Hazmat@Lowes.com. By its execution of this CAFO and in accordance with the certification language in Paragraph 42 below, Respondent certifies that in regard to hazardous waste determinations, Respondent's applicable third-party vendors receive extensive information from product suppliers regarding the physical and chemical characteristics of products offered for sale by Respondent, and in some cases, this includes confidential product information the supplier holds as trade secret or otherwise proprietary. Such confidential product information is not provided to Respondent. The Plan will make it clear that Respondent will provide EPA access to the requested

information within Respondent's possession within thirty (30) business days of Respondent's receipt of a written request at the email address set forth above, unless Respondent in writing request an extension and for good cause. For information not within Respondent's possession, the Plan will make it clear that upon receipt of such request from EPA, Respondent shall request that the supplier of the requested information provide such information to EPA and/or request that Respondent's third-party vendor prepare a secure physical location (in a location agreed to between EPA and the vendor) for EPA's in camera review of such information. Within this 180-day period, Respondent will submit the Plan for EPA, Region 6's review. The Plan will be submitted to and treated by EPA, Region 6 as CBI. Respondent will finalize the Plan thirty (30) days after submittal to EPA, Region 6.

41. By the execution of this CAFO, Respondent certifies in writing that it has corrected the violation at its Facilities as alleged in this CAFO.
42. In all instances in which this CAFO requires written submission to EPA, the submittal made by Respondent shall be signed by an owner or officer or officer's designee of the Respondent and shall include the following certification:

I certify under the penalty of law that this document and all its attachments were prepared by me or under my direct supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violation.

43. Copies of all documents required by this CAFO shall be sent to the following:

U.S. EPA, Region 6  
Ms. Debra Pandak via email at [Pandak.debra@epa.gov](mailto:Pandak.debra@epa.gov)

Respondent: Chief Compliance Officer  
Lowe's Companies, Inc., Dept: LGL  
1000 Lowe's Blvd  
 Mooresville, NC 28117  
Via email at [legal@lowes.com](mailto:legal@lowes.com)

With Copy to: Winston & Strawn LLP  
Ms. Eleni Kouimelis via email at  
[EKouimel@winston.com](mailto:EKouimel@winston.com)

## V. TERMS OF SETTLEMENT

### i. Penalty Provisions

44. Pursuant to the authority granted in Section 3008(g) of RCRA, 42 U.S.C. § 6928(g) and upon consideration of the entire record herein, including the above referenced Factual Allegations and Alleged Violation, which are hereby adopted and made a part hereof, upon the seriousness of the alleged violation, and Respondent's good faith efforts to comply with the applicable regulations, which includes Respondent's cooperation throughout the negotiation, it is ordered that Respondent be assessed a civil penalty of **One Hundred and Forty-One Thousand Seven Hundred Twenty-Nine Dollars and Seventy- Five Cents (\$141,729.75)** that shall be paid by Respondent within thirty (30) days of the Effective Date of this CAFO.

45. If Respondent should decide to sell or in any way relinquish ownership of any of the Facilities before this CAFO is terminated, Respondent remains responsible for full payment of the **One Hundred and Forty-One Thousand Seven Hundred and Twenty-Nine Dollars and Seventy-Five Cents (\$141,729.75)** made payable to the **Treasurer of the United States**. The payments shall be made by Respondent by one of the following four (4) methods:

- i. By standard mail: a bank check, cashier's check, or certified check payable to "Treasurer, United States," to the following address:

U.S. Environmental Protection Agency

Fines and Penalties  
Cincinnati Finance Center  
P.O. Box 979077  
St. Louis, MO 63197-9000

Or:

For signed receipt confirmation (Fedex, DHL, UPS, USPS certified, registered, etc.)  
a bank check, cashier's check, or certified check payable to "Treasurer, United  
States," to the following address:

U.S. Environmental Protection Agency  
Government Lockbox 979077  
1005 Convention Plaza  
SL-MO-C2-GL  
St. Louis, MO 63101

ii. By wire transfer to:

Federal Reserve Bank of New York  
ABA: 021030004  
Account No. 68010727  
SWIFT address: FRNYUS33  
33 Liberty Street  
New York, NY 10045  
Beneficiary: US Environmental Protection Agency  
\*Note: Foreign banks must use a United States Bank to send a wire  
transfer to the US EPA.

iii. By automatic clearing house (ACH) payment through Vendor Express using:

US Treasury REX/Cashlink ACH Receiver  
ABA: 051036706  
Account Number: 310006, Environmental Protection Agency  
CTX Format Transaction Code 22 - checking  
Physical Location of US Treasury Facility:  
5700 Rivertech Court  
Riverdale, MD 20737  
Remittance Express (REX): 1-866-234-5681

iv. Through [www.pay.gov](http://www.pay.gov) using a credit or debit card (Visa, MasterCard, American  
Express, and Discover) or checking account information.

"In the matter of Lowe's Home Centers, LLC., Docket No. RCRA-HQ-2023-0901" shall be clearly  
marked on the check or other remittance, to ensure proper credit.

46. The Respondent shall send a simultaneous notice of such payment to the following:

U.S. Environmental Protection Agency  
Clerk of the Board  
Environmental Appeals Board  
1200 Pennsylvania Avenue, N.W. (MC 1103M)  
Washington, D.C. 20460-0001

Marcia E. Moncrieffe, Attorney-Advisor  
Office of Regional Counsel  
U.S. EPA, Region 6  
1201 Elm St., Suite 500  
Dallas, TX 75270  
[Moncrieffe.Marcia@epa.gov](mailto:Moncrieffe.Marcia@epa.gov)

Your adherence to this request will ensure proper credit is given when penalties are received by EPA.

47. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, unless otherwise prohibited by law, EPA will assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the cost of process and handling a delinquent claim. Interest on the civil penalty assessed in this CAFO will begin to accrue on the Effective Date of the CAFO and will be recovered by EPA on any amount of the civil penalty that is not paid within thirty (30) calendar days of the civil penalty's due date and will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 13.11(a). Moreover, the costs of the Agency's administrative handling overdue debts will be charged and assessed monthly throughout the period the debt is overdue. 40 C.F.R. § 13.11(b). EPA will also assess a fifteen dollar (\$15.00) administrative handling charge for administrative costs on unpaid penalties for the thirty (30)-day period after the payment is due and an additional fifteen dollars (\$15.00) for each subsequent thirty (30)-day period the penalty remains unpaid. In addition, a penalty charge of up to six percent (6%) per year will be assessed monthly on any portion of the debt which remains delinquent more than ninety (90) days. 40 C.F.R. § 13.11(b).

48. Should a penalty charge on the debt be required, it shall accrue from the first day

payment is delinquent. 31 C.F.R. § 901.9(d). Other penalties for failure to make a payment of the civil penalty may also apply. Further, penalties paid pursuant to this CAFO are not deductible for federal purposes under 26 U.S.C. § 162(f).

**ii. Stipulated Penalties**

49. In addition to any other remedies or sanctions available to EPA, if the Respondent fails or refuses to comply with its obligation to pay the civil penalties or submit to EPA, Region 6 the SOP(s), the Annual Third-Party Summary Report(s), or a Plan within the agreed upon time periods and as described in Sections IV and V of this CAFO, then the Respondent shall pay stipulated penalties in the following amounts for each day during which each failure or refusal to comply continues:

<u>Period of Failure to Comply</u>	<u>Penalty Per Violation Per Day</u>
1st through 30th day	\$500.00
31st through 60th day	\$1,000.00
61st day and beyond	\$2,000.00

50. Penalties shall accrue from the date the civil penalties become due or the date the SOPs, the Annual Third-Party Summary Report(s), and/or or the Plan is due to EPA, Region 6 until the date the SOP(s), the Annual Third-Party Summary Report(s), or the Plan is submitted by Respondent to EPA, Region 6. The payment of stipulated penalties shall be made in accordance with the options set forth in Subsection V.i. (Penalty Provisions) of this CAFO.

51. The Respondent shall send simultaneous notices of such payments to the following:

Ms. Lorena S. Vaughn  
Regional Hearing Clerk (ORCD)  
U.S. EPA, Region 6  
1201 Elm St., Suite 500  
Dallas, TX 75270  
[Vaughn.Lorena@epa.gov](mailto:Vaughn.Lorena@epa.gov)

Margaret Osbourne, Chief  
Waste Enforcement Branch (ECDS)  
Enforcement and Compliance Assurance Division  
U.S. EPA, Region 6  
1201 Elm St., Suite 500  
Dallas, TX 75270

Attn: Ms. Debra Pandak  
[Pandak.Debra@epa.gov](mailto:Pandak.Debra@epa.gov)

Marcia E. Moncrieffe, Attorney-Advisor  
Office of Regional Counsel  
U.S. EPA, Region 6  
1201 Elm St., Suite 500  
Dallas, TX 75270  
[Moncrieffe.Marcia@epa.gov](mailto:Moncrieffe.Marcia@epa.gov)

52. Adherence to these procedures in addition to Respondent's compliance with the provisions of Section V, concerning interest, penalties, and administrative costs, will ensure proper credit when payments are received.

53. If Respondent disputes the basis for imposition of stipulated penalties, then the issue shall be resolved under the Dispute Resolution procedures of this CAFO. All stipulated penalties shall continue to accrue through the period that the dispute resolution is ongoing. Invoking dispute resolution shall not stay the accrual of stipulated penalties; however, the obligation to pay shall be stayed pending resolution of the dispute.

### **iii. Dispute Resolution**

54. The dispute resolution procedures set forth in this Section shall be the exclusive mechanism to resolve any disputes arising under or with respect to this CAFO.

55. The Parties agree to meet and confer informally and in good faith to resolve all disputes arising from this CAFO. If Respondent disagrees, in whole or in part, with any decision by EPA regarding this CAFO, Respondent agrees to notify EPA, through the Chief of the Waste Enforcement Branch, Region 6 of its objection and the basis for such objection, and the Parties agree



to use best efforts to informally and in good faith resolve their dispute within thirty (30) business days. If EPA disagrees, in whole or in part, with any action or inaction taken by Respondent under this CAFO, EPA agrees to notify Respondent of its objection and the basis for such objection, and the Parties agree to use their best efforts to informally and in good faith resolve their dispute within thirty (30) business days. If the Parties are unable to resolve their dispute informally in the timeframe stated herein, and the Parties agree they have reached an impasse, they shall submit the dispute to a neutral third-party mediator selected and agreed upon by the Parties and the Parties shall participate in non-binding mediation consistent with 40 C.F.R. § 22.18(d).

#### iv. Notification

56. Unless otherwise specified elsewhere in this CAFO, whenever written notice is required to be given, whenever a report or other document is required to be forwarded by one party to another, or whenever a submission or demonstration is required to be made, it shall be directed to the individuals specified below at the email addresses given (in addition to any action specified by law or regulation), unless these individuals or their successors give notice in writing to the other party that another individual has been designated to receive the communication:

EPA: Ms. Debra Pandak  
U.S. EPA, Region 6  
[Pandak.Debra@epa.gov](mailto:Pandak.Debra@epa.gov)

Respondent: Chief Compliance Officer  
Lowe's Companies, Inc., Dept: LGL  
1000 Lowe's Blvd  
Mooresville, NC 28117  
[legal@lowes.com](mailto:legal@lowes.com)

With Copy to: Ms. Eleni Kouimelis  
Winston & Strawn LLP  
35 W. Wacker Drive  
Chicago, IL 60601  
[EKouimel@winston.com](mailto:EKouimel@winston.com)

**v. Modification**

57. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of the Parties, and where there is a material change in the agreement, the CAFO shall be approved by the Regional Judicial Officer.

**vi. Retention of Enforcement Rights**

58. EPA does not waive any rights or remedies available to EPA for any other violation by the Respondent of applicable federal or state environmental laws, regulations, or permitting conditions not alleged in this CAFO.

59. Except as specifically provided in this CAFO, nothing herein shall limit the power and authority of EPA or the United States to take, direct, or order all actions to protect public health, welfare, or the environment, or prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants, contaminants, hazardous substances on, at or from each of Respondent's Facilities. Furthermore, nothing in this CAFO shall be construed to prevent or limit EPA's civil and criminal authorities, or that of other Federal, state, or local agencies or departments to obtain penalties or injunctive relief under other Federal, state, or local laws or regulations.

**vii. Indemnification**

60. Neither EPA nor the United States Government shall be liable for any injuries or damages to person or property resulting from the acts or omissions of the Respondent, its officers, directors, employees, agents, receivers, trustees, successors, assigns, or contractors in carrying out the activities required by this CAFO, nor shall EPA or the United States Government be held out as a party to any contract entered into by a Respondent in carrying out the activities required by this CAFO.

**viii. Record Preservation**

61. Respondent shall preserve, during the pendency of this CAFO, all records in its possession or in the possession of its employees, agents, contractors, or successors, which relates to Respondent's completion of the projects described in Section IV (Compliance Order) of this CAFO regardless of any document retention policy to the contrary.

**ix. Cost**

62. Each Party shall bear its own costs and attorney's fees. Furthermore, Respondent specifically waives its right to seek reimbursement of its costs and attorney's fees under the Equal Access to Justice Act (5 U.S.C. § 504), as amended by the Small Business Regulatory Enforcement Fairness Act (P.L. 04-121), and any regulations promulgated pursuant to those Acts.

**x. Termination and Satisfaction**

63. When Respondent believes that it has complied with the requirements in Section IV (Compliance Order) and payment of the penalty in Subsection V.i. (Civil Penalty), Respondent shall so certify in writing and in accordance with the certification language set forth in Section IV (Compliance Order), Paragraph 42 of this CAFO. Unless the EPA objects in writing within thirty (30) calendar days of EPA's receipt of Respondent's certification and provides a basis for such objection, this CAFO will be terminated without any further action based on EPA's receipt of Respondent's certification. Should EPA object, Respondent may invoke the dispute resolution provisions set forth herein.

64. Respondent's liability for federal civil penalties only is resolved for those alleged facts and violation alleged in Section III, Factual Allegations and Alleged Violation of this CAFO, as those alleged facts and violation relate to the Facilities listed in Appendix I. This CAFO does not affect the right of EPA or the United States from taking action as provided by 40 C.F.R. § 22.18(c).

**xi. Effective Date of Settlement**

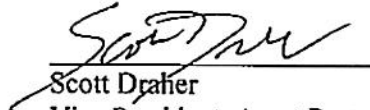
65. This CAFO, and any subsequent modifications, become effective upon filing with the Regional Hearing Clerk.

Docket No. RCRA-06-2023-0901

**THE UNDERSIGNED PARTIES CONSENT TO THE ENTRY OF THIS CONSENT  
AGREEMENT AND FINAL ORDER:**

FOR THE RESPONDENT Lowe's Home Centers, LLC.:

Date: 11/14/22

  
\_\_\_\_\_  
Scott Draher  
Vice President, Asset Protection  
Lowe's Home Centers, LLC


[SIGNATURES CONTINUE ON NEXT PAGE]

Docket No. RCRA-06-2023-0901

**THE UNDERSIGNED PARTIES CONSENT TO THE ENTRY OF THIS CONSENT  
AGREEMENT AND FINAL ORDER (con't):**

**FOR THE COMPLAINANT:**

**Date:** November 16, 2022



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**Cheryl T. Seager, Director  
Enforcement and  
Compliance Assurance Division  
U.S. EPA, Region 6**

FINAL ORDER

Pursuant to the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, 40 C.F.R. Part 22, the foregoing CAFO is hereby ratified. This Final Order shall not in any case affect the right of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violation of law. This Final Order shall resolve only those causes of action alleged herein. Nothing in this Final Order shall be construed to waive, extinguish, or otherwise affect Respondents (or its officers, agents, servants, employees, successors, or assigns) obligation to comply with all applicable federal, state, and local statutes and regulations, including the regulations that were the subject of this action. The Respondents are ordered to comply with the terms of settlement and the civil penalty payment instructions as set forth in the CAFO. Pursuant to 40 C.F.R. § 22.31(b) this Final Order shall become effective upon filing with the Regional Hearing Clerk.

Date: \_\_\_\_\_

**THOMAS  
RUCKI**

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ou=Environmental Protection Agency,  
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Regional Judicial Officer  
Thomas Rucki

Docket No. RCRA-06-2023-0901

**CERTIFICATE OF SERVICE**

I hereby certify that on the day and year seen below, the original of the foregoing Consent Agreement and Final Order ("CAFO") was emailed to the Regional Hearing Clerk, U.S. EPA, Region 6, 1201 Elm St., Suite 500, Dallas, Texas 75270. Also, a true and correct copy of the RCRA CAFO, Docket No. RCRA-06-2023-0901 CAFO was transmitted via email to counsel for Respondents at Ms. Eleni Kouimelis, [EKouimel@winston.com](mailto:EKouimel@winston.com).

**MARCIA  
MONCRIEFFE**

Digitally signed by MARCIA MONCRIEFFE  
DN: c=US, o=U.S. Government,  
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cn=MARCIA MONCRIEFFE,  
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**Name and Date: Marcia E. Moncrieffe  
Counsel for EPA  
Office of Regional Counsel  
U.S. EPA, Region 6  
1201 Elm St., Suite 500  
Dallas, TX 75270**



FILED

UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
REGION 6  
DALLAS, TX

22 NOV 17 PM 12:03

REGIONAL HEARING CLERK  
EPA REGION VI

IN THE MATTER OF:

LOWE'S HOME CENTERS, LLC

RESPONDENT

§  
§  
§  
§  
§  
§  
§  
§  
§

EPA Docket No.  
RCRA-06-2023-0901

Proceeding Under Section 3008(a) of the  
Resource Conservation and Recovery Act  
42 U.S.C. § 6928(a)

APPENDIX I

This Appendix I provides the list of Lowe's Home Center, LLC 243 Facilities that are covered under the CAFO.

Facility Name	Street Address	City	State	Postal Code
LOWE'S OF RUSSELLVILLE, AR	3011 PARKWAY EAST	RUSSELLVILLE	AR	72802-2004
LOWE'S OF CONWAY, AR	1325 HIGHWAY 64 W	CONWAY	AR	72032-2778
LOWE'S OF JONESBORO, AR	2111 FAIR PARK BLVD.	JONESBORO	AR	72401-6230
LOWE'S OF FAYETTEVILLE, AR	1050 ZION RD	FAYETTEVILLE	AR	72703-5035
LOWE'S OF FT. SMITH, AR	8001 ROGERS AVE.	FORT SMITH	AR	72903-5549
LOWE'S OF HOT SPRINGS, AR	300 CORNER STONE BLVD.	HOT SPRINGS	AR	71913-6565
LOWE'S OF ROGERS, AR	300 NORTH 46TH ST.	ROGERS	AR	72756-1807
LOWE'S OF N. LITTLE ROCK, AR	4330 EAST MCCAIN BOULEVARD	NORTH LITTLE ROCK	AR	72117-2517
LOWE'S OF PINE BLUFF, AR	2906A EAST HARDING AVENUE	PINE BLUFF	AR	71601-6853
LOWE'S OF JACKSONVILLE, AR	2301 T.P. WHITE DRIVE	JACKSONVILLE	AR	72076-2882
LOWE'S OF SEARCY, AR	3701 EAST RACE AVENUE	SEARCY	AR	72143-6206
LOWE'S OF S. FAYETTEVILLE, AR	3231 W. MARTIN LUTHER KING BLVD.	FAYETTEVILLE	AR	72704-7686
LOWE'S OF SPRINGDALE, AR	4233 WEST SUNSET AVE	SPRINGDALE	AR	72762-4805
LOWE'S OF N. BENTONVILLE, AR	1100 N.W. LOWES AVENUE	BENTONVILLE	AR	72712-8093
LOWE'S OF MOUNTAIN HOME, AR	124 CHARLES BLACKBURN DRIVE	MOUNTAIN HOME	AR	72653
LOWE'S OF BRYANT, AR	2330 NORTH REYNOLDS ROAD	BRYANT	AR	72022
LOWE'S OF SILOAM SPRINGS, AR	3499 HIGHWAY 412 E	SILOAM SPRINGS	AR	72761-8616
LOWE'S OF BLYTHEVILLE, AR	3790 EAST MAIN STREET	BLYTHEVILLE	AR	72315
LOWE'S OF VAN BUREN, AR	2120 FAYETTEVILLE ROAD	VAN BUREN	AR	72956-6582
LOWE'S OF PARAGOULD, AR	212 NORTH 23RD STREET	PARAGOULD	AR	72450
LOWE'S OF W. LITTLE ROCK, AR	1100 SOUTH BOWMAN ROAD	LITTLE ROCK	AR	72211

Facility Name	Street Address	City	State	Postal Code
LOWE'S OF S. BATON ROUGE, LA.	10303 SOUTH MALL DR.	BATON ROUGE	LA	70809-4803
LOWE'S OF SHREVEPORT, LA.	2710 ALKAY DRIVE	SHREVEPORT	LA	71118-2510
LOWE'S OF MONROE, LA.	4750 FRONTAGE RD	MONROE	LA	71202-4030
LOWE'S OF N. BATON ROUGE, LA.	9460 CORTANA PLACE	BATON ROUGE	LA	70815-8605
LOWE'S OF LAFAYETTE, LA.	3726 AMBASSADOR CAFFERY	LAFAYETTE	LA	70503-5264
LOWE'S OF ALEXANDRIA, LA.	3201 INDUSTRIAL ST.	ALEXANDRIA	LA	71301-3512
LOWE'S OF LAKE CHARLES, LA.	2800 DEREK DRIVE	LAKE CHARLES	LA	70607-7587
LOWE'S OF HOUMA, LA.	1592 MARTIN LUTHER KING BLVD.	HOUMA	LA	70360-2404
LOWE'S OF N. LAFAYETTE, LA.	120 EAST GLORIA SWITCH RD	LAFAYETTE	LA	70507-2502
LOWE'S OF METAIRIE, LA.	3640 VETERANS MEMORIAL BOULEVARD	METAIRIE	LA	70002-5836
LOWE'S OF HAMMOND, LA.	3007 HIGHWAY 190 WEST	HAMMOND	LA	70401-2853
LOWE'S OF HARVEY, LA.	1351 MANHATTAN BLVD.	HARVEY	LA	70058-3401
LOWE'S OF NEW IBERIA, LA.	2816 HIGHWAY 14	NEW IBERIA	LA	70560-8316
LOWE'S OF SLIDELL, LA	39184 NATCHEZ DRIVE	SLIDELL	LA	70461-2142
LOWE'S OF COVINGTON, LA	1280 NORTH HIGHWAY 190	COVINGTON	LA	70433-5151
LOWE'S OF BOSSIER CITY, LA	2360 AIRLINE DRIVE	BOSSIER CITY	LA	71111-5811
LOWE'S OF OPELOUSAS, LA	1130 EAST LANDRY STREET	OPELOUSAS	LA	70570-3451
LOWE'S OF JEFFERSON HIGHWAY, LA	121 JEFFERSON HIGHWAY	JEFFERSON	LA	70121-2508
LOWE'S OF SULPHUR, LA	305 S. CITIES SERVICE HIGHWAY	SULPHUR	LA	70663-6405
LOWE'S OF SE SHREVEPORT, LA	7301 YOUREE DRIVE	SHREVEPORT	LA	71105-5102
LOWE'S OF CROWLEY, LA	142 JULIA JOHN DRIVE	CROWLEY	LA	70526
LOWE'S OF LEESVILLE, LA	2200 MCRAE STREET	LEESVILLE	LA	71446-5235
LOWE'S OF RUSTON, LA	809 MORRISON DRIVE	RUSTON	LA	71270
LOWE'S OF CENTRAL NEW ORLEANS, LA	2501 ELYSIAN FIELDS AVENUE	NEW ORLEANS	LA	70117-7937
LOWE'S OF E. BATON ROUGE, LA	1777 MILLERVILLE ROAD	BATON ROUGE	LA	70816-1348
LOWE'S OF THIBODAUX, LA	614 NORTH CANAL	THIBODAUX	LA	70301-8070
LOWE'S OF GONZALES, LA	12484 AIRLINE HIGHWAY	GONZALES	LA	70737-2267
LOWE'S OF PINEVILLE, LA	3200 MONROE HIGHWAY	PINEVILLE	LA	71360
LOWE'S OF MARRERO, LA	4950 PROMENADE BLVD	MARRERO	LA	70072
LOWE'S OF ABBEVILLE, LA	2700 CHARITY STREET	ABBEVILLE	LA	70510
LOWE'S OF NE ALBUQUERQUE, NM	6200 PASEO DEL-NORTE	ALBUQUERQUE	NM	87113-1712
LOWE'S OF LAS CRUCES, NM	3200 NORTH MAIN STREET	LAS CRUCES	NM	88001-1163
LOWE'S OF E. ALBUQUERQUE, NM	3010 JUAN TABO BLVD NE	ALBUQUERQUE	NM	87111-5125
LOWE'S OF N.W. ALBUQUERQUE, NM	3500 NM 528 NW	ALBUQUERQUE	NM	87114-7003
LOWE'S OF ALAMOGORDO, NM	4201 SCENIC DR	ALAMOGORDO	NM	88310-8299
LOWE'S OF CLOVIS, NM	3601 NORTH PRINCE STREET	CLOVIS	NM	88101-2104
LOWE'S OF FARMINGTON, NM	5451 PINON HILLS BLVD	FARMINGTON	NM	87402-4445
LOWE'S OF ESPANOLA, NM	407 LOWDERMILK LANE	ESPANOLA	NM	87532-8123
LOWE'S OF CENTRAL ALBUQUERQUE, NM	2001 12TH STREET NW	ALBUQUERQUE	NM	87104-2301
LOWE'S OF SANTA FE, NM	3458 ZAFARANO ROAD	SANTA FE	NM	87507

Facility Name	Street Address	City	State	Postal Code
LOWE'S OF RIO RANCHO, NM	3805 NORTHERN BOULEVARD NE	RIO RANCHO	NM	87124
LOWE'S OF LOS LUNAS, NM	1600 MAIN STREET NW	LOS LUNAS	NM	87031-4884
LOWE'S OF CARLSBAD, NM	2519 WEST PIERCE STREET	CARLSBAD	NM	88220
LOWE'S OF HOBBS, NM	1510 WEST JOE HARVEY BLVD	HOBBS	NM	88240
LOWE'S OF SHAWNEE, OK	4817 NORTH KICKAPOO AVE	SHAWNEE	OK	74804-1315
LOWE'S OF PONCA CITY, OK	3500 NORTH 14TH ST.	PONCA CITY	OK	74601-1040
LOWE'S OF MUSKOGEE, OK	2901 OLD SHAWNEE	MUSKOGEE	OK	74403-1537
LOWE'S OF ENID, OK	5201 W GARRIOTT RD	ENID	OK	73703-4605
LOWE'S OF STILLWATER, OK	1616 NORTH PERKINS RD.	STILLWATER	OK	74075-2987
LOWE'S OF S. TULSA, OK	10156 E 71ST ST	TULSA	OK	74133-3205
LOWE'S OF S. OKLAHOMA CITY, OK	100 SW 74TH ST	OKLAHOMA CITY	OK	73139-8031
LOWE'S OF BARTLESVILLE, OK	2205 SE ADAMS BLVD.	BARTLESVILLE	OK	74006-8207
LOWE'S OF N. OKLAHOMA CITY, OK	2400 W. MEMORIAL RD.	OKLAHOMA CITY	OK	73134-8012
LOWE'S OF YUKON, OK	1605 GARTH BROOKS BLVD	YUKON	OK	73099-6386
LOWE'S OF NORMAN, OK	2555 HEMPHILL DRIVE	NORMAN	OK	73069-6343
LOWE'S OF OWASSO, OK	12001 E. 96TH STREET NORTH	OWASSO	OK	74055-5329
LOWE'S OF BIXBY, OK	11114 SOUTH MEMORIAL DRIVE	BIXBY	OK	74008-2038
LOWE'S OF BROKEN ARROW, OK	1900 EAST HILLSIDE DRIVE	BROKEN ARROW	OK	74012-9413
LOWE'S OF EDMOND, OK	1320 EAST 2ND STREET	EDMOND	OK	73034-5319
LOWE'S OF TULSA-MIDTOWN, OK	1525 SOUTH YALE AVENUE	TULSA	OK	74112-6217
LOWE'S OF LAWTON, OK	4402 N.W. CACHE ROAD	LAWTON	OK	73505-3402
LOWE'S OF ARDMORE, OK	2701 12TH AVENUE NW	ARDMORE	OK	73401-1218
LOWE'S OF GROVE, OK	2131 SOUTH MAIN STREET	GROVE	OK	74344-5327
LOWE'S OF TAHLEQUAH, OK	161 MEADOW CREEK DRIVE	TAHLEQUAH	OK	74464
LOWE'S OF CLAREMORE, OK	1746 SOUTH LYNN RIGGS BLVD	CLAREMORE	OK	74019-5573
LOWE'S OF DURANT, OK	720 UNIVERSITY PLACE	DURANT	OK	74701-3220
LOWE'S OF CENTRAL OKLAHOMA CITY, OK	3801 NORTH MAY ROAD	OKLAHOMA CITY	OK	73112
LOWE'S OF MCALESTER, OK	530 SOUTH GEORGE NIGH EXPRESSWAY	MCALESTER	OK	74501-6711
LOWE'S OF MIDWEST, OK	7151 SE 29TH STREET	MIDWEST CITY	OK	73110-5903
LOWE'S OF MOORE, OK	1501 SOUTH I-35 SERVICE ROAD	MOORE	OK	73160-3171
LOWE'S OF W. TULSA, OK	7225 S OLYMPIA WEST	TULSA	OK	74132-1850
LOWE'S OF N. EDMOND, OK	2401 NORTH KELLY AVENUE	EDMOND	OK	73003
LOWE'S OF MUSTANG, OK	1000 EAST STATE HIGHWAY 152	MUSTANG	OK	73064
LOWE'S OF TEXAS CITY, TX	3620 EMMETT F. LOWRY EXPWAY	TEXAS CITY	TX	77590-6543
LOWE'S OF MIDLAND, TX	3315 NORTH LOOP 250 W.	MIDLAND	TX	79707
LOWE'S OF WICHITA FALLS, TX	3301 KELL BLVD.	WICHITA FALLS	TX	76308-1603
LOWE'S OF LUFKIN, TX	3501 SOUTH MEDFORD	LUFKIN	TX	75901-5781
LOWE'S OF SAN ANGELO, TX	5301 SHERWOOD WAY	SAN ANGELO	TX	76904-9703

Facility Name	Street Address	City	State	Postal Code
LOWE'S OF BEAUMONT, TX	4120 DOWLEN ROAD	BEAUMONT	TX	77706-6851
LOWE'S OF BAYTOWN, TX	5002 GARTH RD.	BAYTOWN	TX	77521-2135
LOWE'S OF KATY, TX	19935 KATY FREEWAY	HOUSTON	TX	77094-1019
LOWE'S OF BRYAN, TX	3225 FREEDOM BLVD.	BRYAN	TX	77802-5002
LOWE'S OF SHERMAN, TX	2801 N US HIGHWAY 75	SHERMAN	TX	75090-0505
LOWE'S OF WACO, TX	201 NORTH NEW ROAD	WACO	TX	76710-6931
LOWE'S OF LAKE JACKSON, TX	200 HWY. 332 EAST	LAKE JACKSON	TX	77566-5682
LOWE'S OF ABILENE, TX	4134 RIDGEMONT DR.	ABILENE	TX	79606-2734
LOWE'S OF SAN MARCOS, TX	2211 IH 35 SOUTH	SAN MARCOS	TX	78666-5918
LOWE'S OF TEXARKANA, TX	501 WALTON DRIVE	TEXARKANA	TX	75501-2830
LOWE'S OF DENTON, TX	1255 S LOOP 288	DENTON	TX	76205-4623
LOWE'S OF KILLEEN, TX	2801 SOUTH W.S. YOUNG DR	KILLEEN	TX	76542-2020
LOWE'S OF TEMPLE, TX	605 SW H.K. DODGEN LOOP	TEMPLE	TX	76502-1920
LOWE'S OF CONROE, TX	1920 WESTVIEW BLVD.	CONROE	TX	77304-1900
LOWE'S OF AMARILLO, TX	5000 SOUTH COULTER ST.	AMARILLO	TX	79119-6412
LOWE'S OF LUBBOCK, TX	5022 WEST LOOP 289	LUBBOCK	TX	79424-1119
LOWE'S OF VICTORIA, TX	8602 NORTH NAVARRO ST.	VICTORIA	TX	77904-2625
LOWE'S OF TYLER, TX	5720 SOUTH BROADWAY	TYLER	TX	75703-4349
LOWE'S OF N.W. HOUSTON, TX	19580 TOMBALL PKWY, STATE HWY 249	HOUSTON	TX	77070-3002
LOWE'S OF EAST PLANO, TX	5001 CENTRAL EXPY	PLANO	TX	75023-4701
LOWE'S OF MESQUITE, TX	4444 N. GALLOWAY AVE.	MESQUITE	TX	75150-4328
LOWE'S OF SUGAR LAND, TX	16510 S. W. FREEWAY	SUGAR LAND	TX	77479-2361
LOWE'S OF S.W. DALLAS, TX	8520 SOUTH HAMPTON RD.	DALLAS	TX	75232-5129
LOWE'S OF BURLESON, TX	920 NORTH BURLESON BLVD.	BURLESON	TX	76028-2904
LOWE'S OF NORTH DALLAS, TX	11920 INWOOD RD.	DALLAS	TX	75244-8013
LOWE'S OF LONGVIEW, TX	3313 NORTH FOURTH	LONGVIEW	TX	75605-7959
LOWE'S OF S. ARLINGTON, TX	1000 WEST ARBROOK	ARLINGTON	TX	76015-4216
LOWE'S OF S. FORT WORTH, TX	4305 BRYANT IRVIN ROAD	FORT WORTH	TX	76132-1061
LOWE'S OF HURST, TX	770 GRAPEVINE HWY.	HURST	TX	76054-2800
LOWE'S OF CARROLLTON, TX	1253 EAST TRINITY MILLS RD	CARROLLTON	TX	75006-1446
LOWE'S OF LEWISVILLE, TX	1051 N STEMMONS FWY	LEWISVILLE	TX	75067-2515
LOWE'S OF COPPERFIELD, TX	15555 FM529	Copperfield	TX	77095
LOWE'S OF SPRING, TX	20201 N. IH45	SPRING	TX	77388-6305
LOWE'S OF N.W. AUSTIN, TX	13201 N RANCH RD 620, BLDG G	AUSTIN	TX	78717-1025
LOWE'S OF ROCKWALL, TX	851 N. STEGER TOWN DR	ROCKWALL	TX	75032-5660
LOWE'S OF GARLAND, TX	2949 N GEORGE BUSH FREEWAY	GARLAND	TX	75040-2769
LOWE'S OF BAYBROOK, TX	19225 GULF FREEWAY	WEBSTER	TX	77598-2802
LOWE'S OF WEST PLANO, TX	19210 PRESTON RD.	DALLAS	TX	75252-2441
LOWE'S OF N. CENT. HOUSTON, TX	1521 NORTH LOOP WEST	HOUSTON	TX	77008-1650
LOWE'S OF PEARLAND, TX	2741 BROADWAY STREET	PEARLAND	TX	77581-4906
LOWE'S OF S.E. AUSTIN, TX.	5510 S IH 35	AUSTIN	TX	78745-3290
LOWE'S OF SOUTHLAKE, TX	201 NORTH KIMBALL AVENUE	SOUTHLAKE	TX	76092-6677
LOWE'S OF KINGWOOD, TX	22600 EASTEX FWY	KINGWOOD	TX	77339-4405

Facility Name	Street Address	City	State	Postal Code
LOWE'S OF ROUND ROCK, TX	120 SUNDANCE PARKWAY	ROUND ROCK	TX	78681-7918
LOWE'S OF TOMBALL, TX	14236 FM2920	TOMBALL	TX	77377-5506
LOWE'S OF PASADENA, TX	5400 FAIRMONT PARKWAY	PASADENA	TX	77505-3806
LOWE'S OF BUNKER HILL, TX	9640 KATY RD	HOUSTON	TX	77055-6322
LOWE'S OF FRISCO, TX	3360 PRESTON ROAD	FRISCO	TX	75034-9447
LOWE'S OF NW SAN ANTONIO, TX	11333 BANDERA ROD	SAN ANTONIO	TX	78250-6812
LOWE'S OF S. E. HOUSTON, TX	1000 GULFGATE CENTER MALL	HOUSTON	TX	77087-3018
LOWE'S OF ROYAL OAKS, TX	2610 KIRKWOOD DRIVE	HOUSTON	TX	77077-6691
LOWE'S OF N. EL PASO, TX	4531 WOODROW BEAN TRANSMTN. RD.	EL PASO	TX	79924-2206
LOWE'S OF E. HOUSTON, TX	6161 E. SAM HOUSTON PKWY NORTH	HOUSTON	TX	77049-7201
LOWE'S OF E. EL PASO, TX	11950 ROJAS DRIVE	EL PASO	TX	79936-6746
LOWE'S OF PORT ARTHUR, TX	8383 MEMORIAL BLVD	PORT ARTHUR	TX	77640-7008
LOWE'S OF W. EL PASO, TX	430 EAST REDD ROAD	EL PASO	TX	79912-1217
LOWE'S OF NWC SAN ANTONIO, TX	7901 CALLAGHAN ROAD	SAN ANTONIO	TX	78229-2324
LOWE'S OF ALLEN, TX	1010 WEST MCDERMOTT DRIVE	ALLEN	TX	75013-6300
LOWE'S OF W. SAN ANTONIO, TX	203 SW LOOP 410	SAN ANTONIO	TX	78245-2119
LOWE'S OF MANSFIELD, TX	1901 HIGHWAY 287 N	MANSFIELD	TX	76063-4808
LOWE'S OF THE WOODLANDS, TX	3052 COLLEGE PARK DRIVE	CONROE	TX	77384-8002
LOWE'S OF KELLER, TX	600 N. TARRANT PKWY.	KELLER	TX	76248-5665
LOWE'S OF ATASCOCITA, TX	7355 FM 1960 ROAD EAST	HUMBLE	TX	77346-3130
LOWE'S OF KERRVILLE, TX	651 LOOP 534	KERRVILLE	TX	78028-2560
LOWE'S OF LAREDO, TX	6623 SAN DARIO AVENUE	LAREDO	TX	78041-2500
LOWE'S OF MEYERLAND, TX	4645 BEECHNUT STREET	HOUSTON	TX	77096-1803
LOWE'S OF N. SAN ANTONIO, TX	1200 NORTH F.M. 1604 WEST	SAN ANTONIO	TX	78248-4502
LOWE'S OF LAKE WORTH, TX	3500 NW CENTRE DRIVE	FORT WORTH	TX	76135-3615
LOWE'S OF WHITE SETTLEMENT, TX	600 STATE HIGHWAY 183	Fort Worth	TX	76116
LOWE'S OF N.E. SAN ANTONIO, TX	11718 I.H. 35 NORTH	SAN ANTONIO	TX	78233-5317
LOWE'S OF N.E. CENTRAL SAN ANTONIO, TX	1470 AUSTIN HIGHWAY	SAN ANTONIO	TX	78209-4338
LOWE'S OF PHARR, TX	707 SOUTH JACKSON ROAD	PHARR	TX	78577-5800
LOWE'S OF N.E. AUSTIN, TX	13000 N I35 SVC RD SB, BLDG 12	AUSTIN	TX	78753
LOWE'S OF CENTRAL AUSTIN, TX	8000 SHOAL CREEK BOULEVARD	AUSTIN	TX	78757-8039
LOWE'S OF MARSHALL, TX	910 EAST END BLVD. NORTH	MARSHALL	TX	75670-2110
LOWE'S OF KINGSVILLE, TX	1420 GENERAL CAVAZOS BLVD	KINGSVILLE	TX	78363-7144
LOWE'S OF JASPER, TX	900 WEST GIBSON	JASPER	TX	75951-4889
LOWE'S OF W. DALLAS, TX	1710 CHALK HILL RD	DALLAS	TX	75212-5805
LOWE'S OF NACOGDOCHES, TX	220 NORTH STALLINGS ROAD	NACOGDOCHES	TX	75965-0701
LOWE'S OF N.E. DALLAS, TX	11333 E. NORTHWEST HIGHWAY	DALLAS	TX	75238-3828
LOWE'S OF LIVINGSTON, TX	120 US 59 LOOP SOUTH	LIVINGSTON	TX	77351

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LOWE'S OF GUN BARREL CITY, TX	201 WEST MAIN STREET	GUN BARREL CITY	TX	75156-4401
LOWE'S OF MT. PLEASANT, TX	1220 LAKEWOOD DRIVE	MOUNT PLEASANT	TX	75455-2175
LOWE'S OF SULPHUR SPRINGS, TX	1711 SOUTH BROADWAY STREET	SULPHUR SPRINGS	TX	75482-4901
LOWE'S OF CORPUS CHRISTI, TX	1530 AIRLINE ROAD	CORPUS CHRISTI	TX	78412-4421
LOWE'S OF PALESTINE, TX	2715 SOUTH LOOP 256	PALESTINE	TX	75801-5851
LOWE'S OF ROSENBERG, TX	28005 SOUTHWEST FREEWAY	ROSENBERG	TX	77471-9163
LOWE'S OF BEE CAVE, TX	12611 SUITE 100 SHOPS PKWY	BEE CAVE	TX	78738
LOWE'S OF LINDALE, TX	3200 SOUTH MAIN STREET	LINDALE	TX	75771-7727
LOWE'S OF WEATHERFORD, TX	118 E INTERSTATE 20	WEATHERFORD	TX	76087-8556
LOWE'S OF CLEBURNE, TX	2100 NORTH MAIN STREET	CLEBURNE	TX	76033-5010
LOWE'S OF GRANBURY, TX	1021 EAST HIGHWAY 377	GRANBURY	TX	76048-2584
LOWE'S OF DECATUR, TX	1201 W. US HIGHWAY 380 BUSINESS	DECATUR	TX	76234
LOWE'S OF CENTRAL DALLAS, TX	6011 LEMMON AVENUE	DALLAS	TX	75209-5823
LOWE'S OF CYPRESS, TX	14128 CYPRESS-ROSEHILL ROAD	CYPRESS	TX	77429-3474
LOWE'S OF EULESS, TX	3000 STATE HIGHWAY 121	EULESS	TX	76039
LOWE'S OF FORNEY, TX	902 E US HIGHWAY 80	FORNEY	TX	75126-8613
LOWE'S OF HARLINGEN, TX	4705 SOUTH EXPRESSWAY 77/83	HARLINGEN	TX	78550
LOWE'S OF SAN ANTONIO, TX	18303 RIM DRIVE	SAN ANTONIO	TX	78257
LOWE'S OF EDINBURG, TX	2802 W. UNIVERISTY DRIVE	EDINBURG	TX	78539
LOWE'S OF ARANSAS PASS, TX	150 SOUTH FM 1069	ARANSAS PASS	TX	78336-6000
LOWE'S OF S.W. AUSTIN, TX	6400 BRODIE LANE	AUSTIN	TX	78745-4624
LOWE'S OF FLOWER MOUND, TX	6200 LONG PRAIRIE ROAD	FLOWER MOUND	TX	75028
LOWE'S OF BRENHAM, TX	2750 HIGHWAY 36 SOUTH	BRENHAM	TX	77833-9614
LOWE'S OF E. FORT WORTH, TX	1111 EASTCHASE PARKWAY	FT. WORTH	TX	76120
LOWE'S OF HENDERSON, TX	1603 US HIGHWAY 79 SOUTH	HENDERSON	TX	75654-4507
LOWE'S OF LITTLE ELM, TX	2773 E. ELDORADO PARKWAY	LITTLE ELM	TX	75068
LOWE'S OF WAXAHACHIE, TX	1420 NORTH HIGHWAY 77	WAXAHACHIE	TX	75165-5119
LOWE'S OF GREENVILLE, TX	3122 INTERSTATE 30 WEST	GREENVILLE	TX	75402-7273
LOWE'S OF N. MCALLEN, TX	5700 NORTH 10TH STREET	MCALLEN	TX	78504
LOWE'S OF BROWNSVILLE, TX	525 EAST RUBEN TORRES BLVD	BROWNSVILLE	TX	78520
LOWE'S OF HUTTO, TX	201 ED SCHMIDT BOULEVARD	HUTTO	TX	78634
LOWE'S OF N. ABILENE, TX	1634 E MUSGRAVE BLVD	ABILENE	TX	79601-2139
LOWE'S OF LEANDER, TX	1495 S HIGHWAY 183	LEANDER	TX	78641-2170
LOWE'S OF RICHARDSON, TX	501 SOUTH PLANO ROAD	RICHARDSON	TX	75081
LOWE'S OF S. SAN ANTONIO, TX	7843 IH 35 S	SAN ANTONIO	TX	78224
LOWE'S OF S.E. SAN ANTONIO, TX	3302 GOLIAD ROAD	SAN ANTONIO	TX	78223
LOWE'S OF EAGLE PASS, TX	574 SOUTH BIBB AVENUE	EAGLE PASS	TX	78852
LOWE'S OF N.W. AMARILLO, TX	6401 LOWES LN	Amarillo	TX	79124
LOWE'S OF NEW BRAUNFELS, TX	1455 IH 35 SOUTH	NEW BRAUNFELS	TX	78130
LOWE'S OF LEAGUE CITY, TX	1655 W. FM 646	LEAGUE CITY	TX	77573-4644
LOWE'S OF W. SPRING, TX	20902 KUYKENDAHL ROAD	SPRING	TX	77379
LOWE'S OF SCHERTZ, TX	17280 IH 35 N	SCHERTZ	TX	78154

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LOWE'S OF MCKINNEY, TX	2055 NORTH CENTRAL EXPRESSWAY	MCKINNEY	TX	75070
LOWE'S OF BASTROP, TX	719 HIGHWAY 71 W	BASTROP	TX	78602
LOWE'S OF S. MCKINNEY, TX	8550 S.H. 121	MCKINNEY	TX	75070
LOWE'S OF ALAMO RANCH, TX	5303 W LOOP 1604 N	SAN ANTONIO	TX	78253
LOWE'S OF FAR EAST EL PASO, TX	12100 MONTANA AVENUE	EL PASO	TX	79938
LOWE'S OF MURPHY, TX	111 EAST FM 544	MURPHY	TX	75094
LOWE'S OF KYLE, TX	5753 KYLE PARKWAY	KYLE	TX	78640
LOWE'S OF ODESSA, TX	4101 EAST 42ND, STE P	ODESSA	TX	79762
LOWE'S OF WESLACO, TX	1015 E EXPRESSWAY 83	Weslaco	TX	78596
LOWE'S OF MARBLE FALLS, TX	3200 N US HIGHWAY 281	MARBLE FALLS	TX	78654-3819
LOWE'S OF MISSOURI CITY, TX	3807 FM 1092	MISSOURI CITY	TX	77459-2223
LOWE'S OF COLLEGE STATION, TX	4451 HIGHWAY 6 S	COLLEGE STATION	TX	77845
LOWE'S OF PROSPER, TX	4301 E. UNIVERSITY DR.	PROSPER	TX	75078
LOWE'S OF CINCO RANCH (KATY), TX	9505 SPRING GREEN BLVD	KATY	TX	77494
LOWE'S OUTLET OF IRVING, TX	3500 W AIRPORT FREEWAY	IRVING	TX	75062
LOWE'S TEXAS RDC	955 LOWE'S LANE	MOUNT VERNON	TX	75457
ENNIS, TX FLATBED DISTRIBUTION	4501 KNIGHTHURST ROAD	ENNIS	TX	75119
LOWE'S OF DENTON, TX FC 3473	3101 WEST OAK STREET	DENTON	TX	76201
LOWE'S LPS-HOUSTON, TX	6910 BRASADA DR.	HOUSTON	TX	77085
LOWE'S LPS-DALLAS, TX	2525 ESTERS BLVD.	DALLAS	TX	75261
LOWE'S LPS-SAN MARCOS BRANCH	1600 CLOVIS BARKER ROAD STE 414	SAN MARCOS	TX	78666