



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 8

1595 WYNKOOP STREET

DENVER, CO 80202-1129

Phone 800-227-8917

http://www.epa.gov/region08

2019 APR -8 PM 12: 03

FILED
EPA REGION VIII
HEARING CI FRK

DOCKET NO.: RCRA-08-2019-0002

IN THE MATTER OF:

DEPUY SYNTHES PRODUCTS, INC.

FINAL ORDER

RESPONDENT

Pursuant to 40 C.F.R. § 22.13(b) and §§ 22.18(b)(2) and (3) of EPA's Consolidated Rules of Practice, the Consent Agreement resolving this matter is hereby approved and incorporated by reference into this Final Order.

The Respondent is hereby **ORDERED** to comply with all of the terms of the Consent Agreement, effective immediately upon filing this Consent Agreement and Final Order.

SO ORDERED THIS 8th DAY OF April, 2019.

KATHERIN E. HALL
Katherin E. Hall
Regional Judicial Officer

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 8

APR -8 PM 12:03

FILED
EPA REGION VIII
HEARING CLERK

IN THE MATTER OF)

DePuy Synthes Products, Inc.)
325 Paramount Drive)
Raynham, MA 02767-0350)

Respondent.)

Docket No. RCRA-08-2019-0002

CONSENT AGREEMENT

The U.S. Environmental Protection Agency, Region 8 (EPA), and Respondent, DePuy Synthes Products, Inc. (Synthes), by their undersigned representatives, hereby consent and agree as follows:

I. INTRODUCTION

1. This proceeding is subject to EPA's *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation or Suspension of Permits*, 40 C.F.R. part 22.
2. This Consent Agreement (Agreement), including Appendix A, is entered into by the parties for the purpose of simultaneously commencing and concluding this matter, as authorized by 40 C.F.R. § 22.13(b), and is executed pursuant to 40 C.F.R. §§ 22.18(b)(2) and (3).
3. The State of Colorado (State) has been authorized to administer a hazardous waste program in lieu of the federal hazardous waste program in Colorado under section 3006(b) of the Solid Waste Disposal Act, as amended by, *inter alia*, the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. § 6926(b). The requirements of the State's authorized program are found at 6 CCR 1007-3.
4. EPA retains jurisdiction and authority to initiate an enforcement action in the State under section 3008 of RCRA, 42 U.S.C. § 6928. *See* section 3008(a)(2) of RCRA, 42 U.S.C. § 6928(a)(2).
5. EPA has given notice of this action to the State as required by section 3008(a)(2) of RCRA, 42 U.S.C. § 6928(a)(2).

II. PARTIES BOUND

6. This Agreement, upon incorporation into a final order by the Regional Judicial Officer, applies to and is binding upon EPA and upon Respondent, and Respondent's officers, directors, agents, successors and assigns. Each signatory to this Agreement certifies that they are authorized to execute and legally bind the party they represent to this Agreement.

III. STATEMENT OF THE PARTIES

7. Respondent admits the jurisdictional allegations contained herein and neither admits nor denies EPA's specific factual allegations and conclusions of law.
8. Respondent waives any and all remedies, claims for relief, and otherwise available rights to judicial or administrative review that Respondent may have with respect to any issue of fact or law set forth in this Agreement, including any right of judicial review under the Administrative Procedure Act, 5 U.S.C. §§ 701 – 706.
9. EPA asserts that settlement of this matter is in the public interest, and EPA and Respondent agree entry of this Agreement and its incorporation into a final order without further litigation and without adjudication of any issue of fact or law will avoid prolonged and complicated litigation between the parties.
10. This Agreement, upon incorporation into a final order and full satisfaction by the parties, is a complete and full resolution of Respondent's liability for federal civil penalties for the violations alleged in section V of this Agreement.

IV. EPA's FINDINGS OF FACT AND CONCLUSIONS OF LAW

11. Respondent is a "person" as defined in 6 CCR 1007-3 § 260.10 [40 C.F.R. § 260.10].
12. Respondent is the "owner" and/or "operator" of a "facility" located at 1051 Synthes Avenue in Monument, Colorado (Facility) as those terms are defined in 6 CCR 1007-3 § 260.10 [40 C.F.R. § 260.10].
13. Respondent generally manufactures orthopedic implants for use in the medical industry at the Facility.
14. Respondent is a "generator" of spent electropolish solution, which is a "hazardous waste," as those terms are defined in 6 CCR 1007-3 § 260.10 [40 C.F.R. § 260.10].
15. On March 29, 2017, inspectors with EPA and with the Colorado Department of Public Health and the Environment (CDPHE) conducted a RCRA Compliance Evaluation Inspection (CEI) at the Facility. EPA's findings were documented in a June 14, 2017, report sent to Respondent.
16. During the CEI on March 29, 2017, EPA reviewed certain of Respondent's RCRA compliance documentation, including biennial reports, submitted under 6 CCR 1007-3 § 262.41(a) [40

C.F.R. § 262.41(a)], land disposal notifications, and hazardous waste manifests. In its 2015 biennial report, Respondent reported that 1,961 pounds of spent electropolish solution with EPA waste codes D002, D004, D007, and D010, were sent to a treatment, storage, and disposal (TSD) facility for incineration in a combustion unit. The inspectors also reviewed manifest #005247042, which states that 536 pounds of spent electropolish solution was sent to a TSD for incineration in a combustion unit on November 3, 2016.

17. Appendix XI to 6 CCR 1007-3 part 268 [40 C.F.R. part 268] (Appendix XI) identifies metal bearing wastes prohibited from dilution in a combustion unit according to 6 CCR 1007-3 part 268.3(c) [40 C.F.R. part 268.3(c)]. D004, D007 and D010 wastes are listed in Appendix XI.
18. Following the CEI on March 29, 2017, EPA sent a request for information, dated June 28, 2017, to the Respondent under its authority set forth in section 3007(a) of RCRA, 42 U.S.C. § 6927(a), requesting waste profiles, shipment manifests, and land disposal notifications.
19. Based on Respondent's response to the June 28, 2017, request for information, EPA identified three additional shipments of spent electropolish solution with EPA waste codes D002, D004, D007, and D010 that were sent to a TSD for incineration in a combustion unit. These shipments were initiated under manifest #004250415, dated February 5, 2015; manifest #004368467, dated September 10, 2015; and manifest #004794070, dated May 19, 2016.
20. Subject to certain exemptions enumerated in 6 CCR 1007-3 § 268.3(c) [40 C.F.R. § 268.3(c)], combustion of the hazardous waste codes listed in Appendix XI (*e.g.*, D004, D007, and D010) is prohibited. 6 CCR 1007-3 § 268.3(c) [40 C.F.R. § 268.3(c)].

V. ALLEGED RCRA VIOLATION

21. Based on the above Findings of Fact and Conclusions of Law, EPA finds Respondent's shipments of spent electropolish solution on February 5, 2015, September 10, 2015, May 19, 2016, and November 3, 2016, which contained metal bearing wastes listed in appendix XI of 6 CCR 1007-3 part 268 [40 C.F.R. part 268, app. XI], to a TSD for incineration in a combustion unit violated 6 CCR 1007-3 § 268.3(c) [40 C.F.R. § 268.3(c)].

VI. TERMS OF SETTLEMENT

A. Compliance

22. Pursuant to section 3008(a) of RCRA, 42 U.S.C. § 6928(a), Respondent agrees to take all necessary actions to ensure that restricted hazardous wastes are not diluted or combusted in violation of 40 C.F.R. § 268.3 and to ensure future compliance with the requirements and prohibitions of 40 C.F.R. part 268.

B. Civil Penalty

23. Pursuant to section 3008(a) of RCRA, 42 U.S.C. § 6928(a), and after consideration of the facts of this case, EPA has determined that a civil penalty of \$10,750 is appropriate to settle this matter.
24. Respondent consents and agrees to pay a civil penalty in the amount of \$10,750 in the manner described below:
- a. Payment must be in a single payment of \$10,750, due no later than 30 calendar days from the date of the final order. If the due date for the payment falls on a weekend or federal holiday, then the due date is the next business day. The date the payment is made is considered to be the date processed by U.S. Bank, as described below. Payment must be received by 11:00 a.m. Eastern Standard Time to be considered as received that day.
 - b. Payment must be made using any method provided on the following website: <https://www.epa.gov/financial/makepayment>. The check or other payment must designate the name and docket number of this case, be in the amount stated in the preceding paragraph, and be payable to "Treasurer, United States of America."

Copies of the check or record of payment must be sent to:

Cindy Schafer
U.S. Environmental Protection Agency (8ENF-RC)
1595 Wynkoop Street
Denver, Colorado 80202-1129

and

Melissa Haniewicz
Regional Hearing Clerk
U.S. Environmental Protection Agency (8RC)
1595 Wynkoop Street
Denver, Colorado 80202-1129

25. If the payment is not received by the specified due date interest accrues from the date of the final order, not the due date, at a rate established by the Secretary of the Treasury under 31 U.S.C. § 3717 and will continue to accrue until payment in full is received (*e.g.*, on the 1st late day, 30 days of interest will have accrued).
26. In addition, a handling charge of \$15 will be assessed the 31st day from the date of the final order, and for each subsequent 30-day period that the debt, or any portion thereof, remains unpaid. In addition, a 6% per annum penalty will be assessed on any unpaid principal amount if payment is not received within 30 days of the due date. Payments are first applied to

outstanding handling charges, 6% penalty interest, and late interest. The remainder is then applied to the outstanding principal amount.

27. Respondent agrees not to claim or attempt to claim a federal income tax deduction or credit covering all or any part of the stipulated penalty paid to the United States Treasurer.

C. Supplemental Environmental Project

28. In response to the violations of RCRA alleged in section V of this Agreement and in settlement of this matter, although not required by RCRA or any other federal, state, or local law, Respondent will complete the Supplemental Environmental Project (SEP) described in this Agreement and in Appendix A. The parties agree the SEP is intended to secure significant environmental or public health protection and improvement.

29. Respondent will complete a SEP as described below:

- a. The SEP will consist of e-waste recycling in El Paso County, Colorado, as described in Appendix A.
- b. The SEP will be completed no later than June 30, 2019.
- c. Respondent's total expenditure for the SEP will be no less than \$40,000.
- d. All work required to complete the SEP will be performed in compliance with all federal, state, and local laws and regulations.

30. Respondent has elected to use Blue Star Recyclers (Blue Star) of Colorado as a third-party contractor to assist with implementation of the SEP. Respondent has represented to EPA that Blue Star has experience in the type of activities to be performed under the SEP. The specific activities to be performed by Blue Star on behalf of Respondent are described in Appendix A to this Agreement. Respondent is responsible for ensuring the entity or entities performing any portion of the SEP comply with all applicable terms of this Agreement.

31. With regard to the SEP, Respondent certifies the truth and accuracy of each of the following:

- a. all cost information provided to EPA in connection with EPA's approval of the SEP is complete and accurate and that Respondent in good faith estimates the cost to implement the SEP is \$40,000;
- b. as of the date of executing this Agreement, Respondent is not required to perform or develop the SEP by any federal, state, or local law or regulation and is not required to perform or develop the SEP by agreement, grant, or as injunctive relief awarded in any other action in any forum;
- c. the SEP is not a project that Respondent was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this Agreement;
- d. Respondent has not received and will not receive credit for the SEP in any other enforcement action;
- e. Respondent will not receive reimbursement for any portion of the SEP from any other person or entity;

- f. for federal income tax purposes, Respondent agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP; and
 - g. Respondent is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as the SEP, and it has inquired of the SEP implementer whether either is a party to an open federal financial assistance transaction that is funding or could fund the same activity as the SEP and has been informed by the implementer that neither is a party to such a transaction.
32. Any public statement, oral or written, in print, film or other media, made by Respondent making reference to the SEP under this Agreement must include the following language: "This project was undertaken in connection with the settlement of an enforcement action taken by the United States Environmental Protection Agency to enforce federal laws."
33. Within 30 days after completion of the SEP described in Appendix A, Respondent must submit a SEP Completion Report to EPA. The SEP Completion Report must contain the following information:
- a. a detailed description of the SEP as implemented, including photos of the collection event(s) and copies of promotional/informational materials, and a description of any problems encountered in completing the SEP and the solutions thereto;
 - b. an itemized list with documentation (including invoices and purchase orders) of all Respondent's SEP expenditures;
 - c. a description of the specific environmental and public health benefits resulting from implementation of the SEP, including an explanation of how the benefits were measured or estimated; and
 - d. a certification by Respondent that the SEP has been fully implemented according to the terms of this Agreement.
34. The SEP Completion Report must include the following certification, to be signed by an officer of Respondent:
- I 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.
35. The SEP Completion Report must be submitted on or before the due date specified in paragraph 33 to Cindy Schafer at the address provided in paragraph 24.
36. After receiving the SEP Completion Report, EPA must notify Respondent, in writing, (i) of any deficiencies in the SEP Completion Report itself, along with a grant of an additional 30 days for Respondent to correct any deficiencies; or (ii) indicate that EPA concludes the SEP has been completed satisfactorily, or (iii) determine the SEP has not been completed satisfactorily.

37. If EPA determines the SEP Completion Report is deficient but EPA has not made a final determination about the adequacy of the SEP completion itself, Respondent may object in writing to the notification of deficiency from EPA within 14 days of receipt of such notification. If Respondent timely submits an objection, EPA and Respondent will have an additional 30 days from EPA's receipt of Respondent's objection to reach agreement on changes necessary to the SEP Completion Report. If EPA and Respondent cannot reach agreement within this 30-day period, EPA will provide a written statement of its decision on the adequacy of the SEP to Respondent, which decision will be final and binding upon Respondent.
38. In the event Respondent fails to comply with any terms or provision of this Agreement relating to the performance of the SEP or to the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP described in this Agreement, Respondent will be liable for stipulated penalties according to the provisions set forth below:
- a. Except as provided in subparagraph e below, if the SEP is not completed satisfactorily and timely according to the requirements set forth in this Agreement, Respondent will be liable for and must pay a stipulated penalty to the United States in the amount of \$40,000, minus the amount that Respondent can demonstrate to EPA it spent on the SEP.
 - b. EPA will determine whether the SEP has been satisfactorily completed and whether Respondent has made a good faith, timely effort to implement the SEP.
 - c. If Respondent fails to timely and completely submit the SEP Completion Report required by this Agreement, Respondent will be liable for and must pay a stipulated penalty in the amount of \$100 for each day after the due date until a complete report is submitted.
 - d. Respondent must pay any stipulated penalties not more than 15 days after receipt of written demand by EPA for such penalties. The method of payment must be in accordance with the provisions set forth in paragraph 24 above.
 - e. For good cause shown, EPA may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this Agreement.
39. Respondent must maintain legible copies of documentation for the SEP Completion Report and for any other information submitted to EPA relating to this SEP for five years and must provide EPA with copies of such documentation within 14 days of any request for this documentation.

VII. GENERAL PROVISIONS

40. This Agreement, including Appendix A, contains all terms of the settlement agreed to by the parties.
41. This Agreement does not relieve Respondent of its obligation to comply with RCRA and its implementing regulations.
42. Any failure by Respondent to comply with this Agreement will constitute a breach of this Agreement and may result in referral of the matter to the United States Department of Justice for enforcement of this Agreement and such other relief as may be appropriate.

43. Nothing in this Agreement should be construed as a waiver by EPA or any other federal entity of its authority to seek costs or any appropriate penalty associated with any collection action instituted as a result of any failure by Respondent to comply with this Agreement.
44. The parties agree to forward the executed Agreement to the Regional Judicial Officer in accordance with 40 C.F.R. § 22.18(b)(2) with a request that it be incorporated into a final order.
45. Each party will bear its own costs and attorney's fees in connection with this matter.
46. This Agreement, upon incorporation into a final order and full satisfaction by the parties, will be a complete and full resolution of Respondent's liability for federal civil penalties for the violations and facts alleged herein.

The foregoing Combined Complaint and Consent Agreement In the Matter of DePuy Synthes Products, Inc. is Hereby Stipulated, Agreed, and Approved.

DEPUY SYNTHES PRODUCTS, INC.,



Signature

26 - March - 2019

Date

Printed Name:

Shannon Crespin

Title:

VP GLOBAL SUPPLY CHAIN

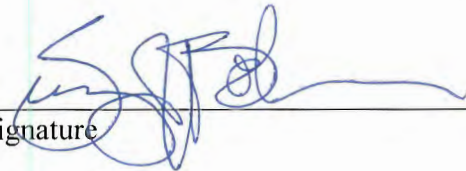
Address:

430 US HIGHWAY 22 E BRIDGEWATER NJ 08807

Respondent's Federal Tax Identification Number:

RESPONDENT

UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY, REGION 8,



Signature

4/2/19

Date

Suzanne J. Bohan
Assistant Regional Administrator
Office of Enforcement, Compliance,
and Environmental Justice

United States Environmental Protection Agency
1595 Wynkoop Street, 8ENF
Denver, Colorado 80202-1129

COMPLAINANT

Appendix A

DePuy Synthes – Monument, Colorado

Supplemental Environmental Project (SEP) Work Plan

Cathode Ray Tube (CRT) Electronic Waste Collection and Recycling

Background

DePuy Synthes and the U.S. Environmental Protection Agency (EPA) have agreed to the Supplemental Environmental Project (SEP) Work Plan described herein. The SEP Work Plan described herein shall be incorporated into (as Appendix A) and made part of the Consent Agreement (Agreement) that EPA Region 8 and DePuy Synthes will execute in order to resolve an alleged RCRA violation that was documented by the EPA during a hazardous waste management inspection of DePuy Synthes' Monument, Colorado, facility in March 2017.

Summary of the SEP / Expected Environmental Benefits

DePuy Synthes will work with Blue Star Recyclers to host an electronic waste disposal event in El Paso County, Colorado. Electronic waste (e-waste) represents approximately 70% of all toxic waste in America's landfills. Electronic wastes, including cathode ray tube (CRT) televisions and computer displays, contain heavy metals (e.g., lead, and chromium) and other harmful constituents that have the potential to contaminate soil and groundwater if not managed and disposed properly. In addition, electronic wastes contain valuable materials that can be readily recycled for materials recovery including copper, silver and gold; however, less than 20% of electronic waste is currently recycled. Access to proper disposal and recycling facilities can be a challenge to low-income, minority, and senior populations in Colorado Springs and El Paso County. These populations may not have the means to transport electronic wastes, nor the financial means to pay for disposal, which can cost up to \$0.59 per pound to dispose.

DePuy Synthes will assist Blue Star Recyclers with establishing manned e-waste collection points, providing e-waste pick-up services, and funding the recycling / disposal of e-wastes in the targeted population areas in El Paso County. This project may help divert up to 67,000 pounds of e-waste from landfills and illegal dumping, thereby reducing the negative impact on the environment and improving the health and safety of the community.

About Blue Star Recyclers

Blue Star Recyclers is a 501c3 social enterprise with locations in Colorado Springs, Denver, and Boulder, Colorado. Blue Star Recyclers' core mission is to recycle electronic wastes and other materials, creating jobs for local residents with autism and other disabilities. Blue Star Recyclers is certified to the e-Stewards® Standard for Responsible Recycling and Reuse of Electronic Equipment (Version 3.0:2017). Blue Star provides meaningful employment for over 40 adults with autism and other disabilities and routinely donates hundreds of hours of service to

community education and awareness. Over the past eight years, Blue Star has hosted over 150 community recycling events and has collected nearly 17 million pounds of e-waste.

Projected Cost

DePuy Synthes projects that the total cost of this SEP will be forty thousand dollars (\$40,000.00). The SEP will consist of the promotion and execution of an electronic waste collection and disposal event in El Paso County, Colorado. Specifically, Blue Star will set-up a manned e-waste collection point and e-waste pick-up services in a low income community in El Paso County. DePuy Synthes will defer to Blue Star Recyclers for the determined locations, and will provide volunteers to assist the Blue Star employees at the collection location. DePuy Synthes will fund the recycling and disposal of up to 67,000 pounds of e-waste at a cost of at least \$40,000. Community outreach and promotion of the event will raise awareness about the environmental impacts of e-waste and educate the public about outlets for the proper management of e-wastes. DePuy Synthes will help offset the costs of the promotional and informational materials that are distributed in conjunction with the electronic waste disposal event.

Detailed Work Plan

This SEP will involve waste collection, processing, recycling, and disposal.

Electronic waste collection, processing, recycling, and disposal event. Blue Star Recyclers will set-up a manned e-waste collection location in a low-income neighborhood in El Paso County. The current proposed location is the old K-Mart parking lot, located at Nevada and Filmore Avenues in the Venetian Village neighborhood of Colorado Springs. Based on City-Data.com 2016 data, 16.1% of the population in the Venetian Village neighborhood lives below the poverty level (US national average is 12.3%) and has a median household income of \$42,739 (US national average is \$59,039). The e-waste collection location will be manned by Blue Star employees and DePuy Synthes volunteers. The community will be allowed to drop off e-waste at this location free of charge. Blue Star will also provide e-waste pick-up services (up to three CRT screens) free of charge for low income and senior members of the community who do not have the means to transport e-wastes to the collection locations. All e-waste collected will be transported, via Blue Star Recyclers' trucks, to the Blue Star Recyclers processing center in Colorado Springs.

The e-waste collection event will be advertised through Yammer and Facebook. The social media outreach will include the date, time, and location of the e-waste collection event. In addition, information about the hazards of e-wastes and a short video about the e-waste recycling process will be provided via social media. Traditional media (e.g. television spots on the local news) will be used to advertise the collection event details. During the collection event, customers will be provided with pamphlets on the hazards of e-wastes and the proper methods and outlets for disposing of e-wastes.

Blue Star Recyclers employees will process all e-waste collected at the Colorado Springs processing center. E-waste processing will be conducted in compliance with high environmental standards as certified by e-Stewards®.

DePuy Synthes will fund waste processing of at least \$40,000, which is estimated to cover up to 67,000 pounds of e-waste. An additional collection event will be scheduled if the 67,000 pound target is not reached during the first scheduled collection event in the Venetian Village neighborhood of Colorado Springs. When the 67,000 pound (\$40,000) e-waste target is achieved, the collection event(s) will cease.

Timeline

DePuy Synthes and Blue Star Recyclers estimate that no more than two (2) e-waste collection events will be hosted to achieve the 67,000 pound e-waste collection target. The first e-waste collection event is scheduled for April 13, 2019. A second e-waste collection event will be held if the 67,000 pound e-waste collection target is not achieved on April 13th. The SEP is estimated to be completed by the first week of May 2019.

Contact Information

Below is the contact information for key personnel involved with this SEP:

DePuy Synthes

Michael Esposito
Senior EHS&S Manager
1051 Synthes Avenue
Monument, Colorado 80132
Telephone: (719) 481-5401
E-mail: mespos1@its.jnj.com

Stephanie Murray
EHS&S Manager
1051 Synthes Avenue
Monument, Colorado 80132
Telephone: (719) 487-3788
E-mail: smurra50@its.jnj.com

Blue Star Recyclers

Sam Morris
Chief Operating Officer
100 Talamine Court
Colorado Springs, Colorado 80907
Telephone: (719) 464-8794
E-mail: sam@bluestarrecyclers.com

CERTIFICATE OF SERVICE

The undersigned certifies that the original of the attached **CONSENT AGREEMENT and FINAL ORDER** in the matter of **DEPUY SYNTHES PRODUCTS, INC.; DOCKET NO.: RCRA-08-2019-0002** was filed with the Regional Hearing Clerk on April 8, 2019.

Further, the undersigned certifies that a true and correct copy of the documents were emailed to, Abigail Dean, Enforcement Attorney. True and correct copies of the aforementioned documents were placed in the United States mail certified/return receipt on April 8, 2019, to:

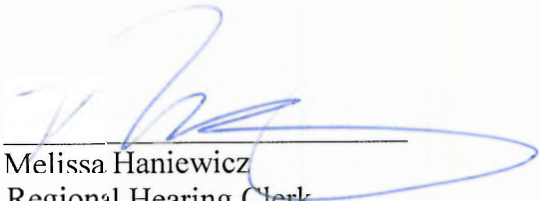
Respondent

Shannon Crespin
Vice President, Global Supply Chain
DePuy Synthes Products, Inc.
430 US Highway 22
Bridgewater, New Jersey 08807

And emailed to:

Jessica Chalifoux
U. S. Environmental Protection Agency
Cincinnati Finance Center
26 W. Martin Luther King Drive (MS-0002)
Cincinnati, Ohio 45268

April 8, 2019



Melissa Haniewicz
Regional Hearing Clerk