

**U. S. ENVIRONMENTAL PROTECTION AGENCY
REGION 7
901 N. 5th STREET
KANSAS CITY, KANSAS 66101**

11 AUG 30 PM 12:33
ENVIRONMENTAL PROTECTION
AGENCY REGION VII
REGIONAL HEARING CLERK

BEFORE THE ADMINISTRATOR

In the Matter of)
) **Docket No. TSCA-07-2011-0011**
)
The Washington University,)
St. Louis, Missouri)
)
Respondents)

CONSENT AGREEMENT AND FINAL ORDER

The U.S. Environmental Protection Agency (EPA), Region 7 and The Washington University (Respondent) have agreed to a settlement of this action before filing of a Complaint, and thus this action is simultaneously commenced and concluded pursuant to Rules 22.13(b) and 22.18(b)(2) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders, and the Renovation, Termination or Suspension of Permits (Consolidated Rules), 40 C.F.R. §§ 22.13(b) and 22.18(b)(2).

Section I
Jurisdiction

1. This proceeding is an administrative action for the assessment of civil penalties instituted pursuant to Section 16(a) of the Toxic Substances Control Act (TSCA), 15 U.S.C. § 2615(a).
2. This Consent Agreement and Final Order (CAFO) serves as notice that EPA has reason to believe that Respondent has violated Section 409 of TSCA, 15 U.S.C. § 2689, by

failing to comply with the regulatory requirements of 40 C.F.R. Part 745, Subpart F, *Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property*, promulgated pursuant to Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d.

Section II **Parties**

3. The Complainant, by delegation from the Administrator of EPA and the Regional Administrator, EPA, Region 7, is the Chief, Toxics and Pesticides Branch, EPA, Region 7.

4. The Respondent is The Washington University, a not for profit corporation in good standing, which was originally established by a special act of the Missouri General Assembly in 1853.

Section III

Statutory and Regulatory Background

5. Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Act), 42 U.S.C. §§ 4851 to 4856, to address the need to control exposure to lead-based paint hazards. The Act amended TSCA by adding Sections 401 to 412, 15 U.S.C. §§ 2681 to 2692. Section 1018 of the Act required EPA and the Department of Housing and Urban Development (HUD) to jointly issue regulations requiring the disclosure of known lead-based paint and/or lead-based paint hazards by persons selling or leasing housing constructed before the phaseout of residential lead-based paint use in 1978. The regulations, issued March 6, 1996, and codified at 40 C.F.R. Part 745 Subpart F, require that sellers and lessors of most residential housing built before 1978: a) disclose the presence of known lead-based paint and/or lead-based paint hazards in the target housing; b) provide purchasers and lessees with any available records or reports

pertaining to the presence of lead-based paint and/or lead-based paint hazards; c) provide purchasers and lessees with a federally approved lead hazard information pamphlet; d) provide purchasers with a 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards before the purchaser is obligated under any purchase contract; and e) include certain disclosure and acknowledgment language in the sales or leasing contract. The failure or refusal to comply with the regulations is a violation of Section 1018 of the Act and Section 409 of TSCA.

Section IV
General Factual Allegations

6. Respondent is a “person” within the meaning of TSCA.
7. Respondent is the “lessor” as defined by 40 C.F.R. § 745.103, for the lease of the residential units within the City of St. Louis, Missouri, and which are located at 6012 McPherson Avenue, Apt 3E; 6012 McPherson Avenue, Apt 3W; and 6048 McPherson Avenue. These units were each constructed before 1978.
8. The units described above are “target housing” as defined by 40 C.F.R. § 745.103.
9. In September 2000, the City of St. Louis Health Department notified Respondent or its leasing agent of lead-based paint hazards present at 6012 McPherson Avenue, Apt 3W, St. Louis, Missouri; in the February 2001, the City of St. Louis Health Department notified Respondent or its leasing agent of lead-based paint hazards present at 6012 McPherson Avenue, Apt 3E, St. Louis, Missouri; and in December 2006, the City of St. Louis Department of Public Safety notified Respondent or its leasing agent of lead-based paint hazards present at 6048 McPherson Avenue, St. Louis, Missouri. On each of these occasions the notifications were in

writing and Respondent or its leasing agent acquired documents and records pertaining to lead-based paint and lead-based paint hazards present on the property.

Violations

10. On August 25, 2010, EPA conducted an evaluation of Respondent's compliance with the lead-based paint disclosure requirements of TSCA and 40 C.F.R. Part 745, Subpart F, and collected records and information from Respondent and its leasing agent, as part of that evaluation. Based upon that evaluation, the Complainant hereby states and alleges that Respondent has violated TSCA and federal regulations promulgated thereunder, as follows:

Count 1

11. The facts stated in Paragraphs 1 through 10 above are herein incorporated.
12. Respondent entered into a contract to lease the target housing unit located at 6012 McPherson Avenue, Apt. 3E, St. Louis, Missouri on August 19, 2010.
13. Respondent failed to disclose to the lessees of the target housing unit described in this count the presence of known lead-based paint before lessees became obligated under contract to lease the target housing unit, in violation of 40 C.F.R. § 745.107(a)(2).
14. Respondent failed to provide lessees with available records and reports concerning the presence of lead-based or lead-based paint hazards in the target housing unit described in this count, in violation of 40 C.F.R. § 745.107(a)(4).
15. Respondent's failure to perform the acts indicated in this count are violations of 40 C.F.R. §§ 745.107(a)(2) and (a)(4) and, in accordance with 40 C.F.R. § 745.118(e), are violations of Section 1018 of the Act, 42 U.S.C. § 4852d, and Section 409 of TSCA, 15 U.S.C.

§ 2689, and thus Respondents is subject to civil penalties under Section 16 of TSCA, 15 U.S.C. § 2615.

Count 2

16. The facts stated in Paragraphs 1 through 10 above are herein incorporated.

17. Respondent entered into a contract to lease the target housing unit located at 6012 McPherson Avenue, Apt. 3W, St. Louis, Missouri, on June 19, 2008. The lease was renewed on April 30, 2010.

18. Respondent failed to disclose to the lessees of the target housing unit described in this count the presence of known lead-based paint before lessees became obligated under contract to lease the target housing unit, in violation of 40 C.F.R. § 745.107(a)(2).

19. Respondent failed to provide lessees with available records and reports concerning the presence of lead-based or lead-based paint hazards in the target housing unit described in this count, in violation of 40 C.F.R. § 745.107(a)(4).

20. Respondent's failure to perform the acts indicated in this count are violations of 40 C.F.R. §§ 745.107(a)(2) and (a)(4) and, in accordance with 40 C.F.R. § 745.118(e), are violations of Section 1018 of the Act, 42 U.S.C. § 4852d, and Section 409 of TSCA, 15 U.S.C. § 2689, and thus Respondents is subject to civil penalties under Section 16 of TSCA, 15 U.S.C. § 2615.

Count 3

21. The facts stated in Paragraphs 1 through 10 above are herein incorporated.

22. Respondent entered into a contract to lease the target housing unit located at 6048 McPherson Avenue, St. Louis, Missouri on December 31, 2009.

23. Respondent failed to disclose to the lessees of the target housing unit described in this count the presence of known lead-based paint before lessees became obligated under contract to lease the target housing unit, in violation of 40 C.F.R. § 745.107(a)(2).

24. Respondent failed to provide lessees with available records and reports concerning the presence of lead-based or lead-based paint hazards in the target housing unit described in this count, in violation of 40 C.F.R. § 745.107(a)(4).

25. Respondent's failure to perform the acts indicated in this count are violations of 40 C.F.R. §§ 745.107(a)(2) and (a)(4) and, in accordance with 40 C.F.R. § 745.118(e), are violations of Section 1018 of the Act, 42 U.S.C. § 4852d, and Section 409 of TSCA, 15 U.S.C. § 2689, and thus Respondents is subject to civil penalties under Section 16 of TSCA, 15 U.S.C. § 2615.

Section V
Consent Agreement

26. For purposes of this proceeding, Respondent admits the jurisdictional allegations set forth herein.

27. Respondent neither admits nor denies the factual allegations set forth above.

28. Respondent waives its right to contest any issue of fact or law set forth above and its right to appeal the Final Order accompanying this Consent Agreement.

29. Respondent and EPA agree to conciliate this matter without the necessity of a formal hearing and to bear their respective costs and attorney's fees.

30. Respondent certifies by the signing of this Consent Agreement and Final Order that it is presently in compliance with all requirements of 40 C.F.R. Part 745, Subpart F.

31. Respondent consents to the issuance of the Final Order hereinafter recited and consents to the payment of a civil penalty as specified in the Final Order.

32. This CAFO addresses and resolves all civil claims for the TSCA violations and facts alleged above. Complainant reserves the right to take any enforcement action with respect to any other violations of TSCA or any other applicable law.

33. In settlement of this matter, Respondent agrees to complete the following lead abatement Supplemental Environmental Project (SEP), which the parties agree is intended to secure significant environmental and/or public health benefits:

Replace approximately one hundred three (103) windows at 6317 Cates Avenue, St. Louis, Missouri 63130. The SEP shall be performed by a certified lead abatement contractor and in accordance with the vendor work plan proposal, which is attached hereto and marked "Exhibit 1."

In accordance with Missouri state regulations, found at 19 CSR 30-70.630, following the completion of the abatement work, Respondent must have lead clearance testing performed by a certified risk assessor. The abatement work and the lead clearance testing may not be performed by the same individual or entity.

34. Respondent certifies that it is not a party to any open federal financial assistance transaction that is funding or could be used to fund the same activity as the SEP. Defendant/Respondent further certifies that, to the best of its knowledge and belief after reasonable inquiry, there is no such open federal financial transaction that is funding or could be used to fund the same activity as the SEP, nor has the same activity been described in an unsuccessful federal financial assistance transaction proposal submitted to EPA within two years

of the date of this settlement (unless the project was barred from funding as statutorily ineligible). For the purposes of this certification, the term "open federal financial assistance transaction" refers to a grant, cooperative agreement, loan, federally-guaranteed loan guarantee or other mechanism for providing federal financial assistance whose performance period has not yet expired.

35. Within thirty (30) days of the effective date of the Final Order, Respondent will provide EPA with a copy of the letter sent to the Missouri Department of Health and Senior Services informing the state of Respondent's intent to perform a SEP and requesting procedural information pertaining to performance of the SEP.

36. The total expenditure for the SEP shall be not less than Twenty-Four Thousand Nine Hundred Ninety-Eight dollars (\$24,998) and the SEP shall be completed no later than 120 days from effective date of the final order. All work required to complete the SEP shall be performed in compliance with all federal, state, and local laws and regulations.

37. Respondent agrees that the abatement work on the SEP project referenced in Paragraph 33 above will be performed by entities licensed and/or certified by the state of Missouri to perform lead-based paint abatement activities. Respondent is responsible for ensuring that the entity or entities performing the SEP project described in Paragraph 33 above receive a copy of this Consent Agreement and Final Order (CAFO) and all attachments pertaining to the SEP project including the EPA approved SEP Work Plan, if applicable.

Respondent is responsible for any failure to complete the SEP in accordance with all applicable terms of this agreement.

38. Within thirty (30) days of completion of the SEP, Respondent shall submit a SEP Completion Report to EPA, with a copy to the state agency identified below. The SEP Completion Report shall contain the following:

- a. A detailed description of the SEP as implemented;
- b. Itemized costs, documented by copies of purchase orders, receipts or canceled checks;
- c. The final abatement report, as required by state law; and
- d. The following certification signed by an officer of the Respondent corporation:

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, 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.

The report shall be directed to the following:

As to EPA:

Mr. Stephven X. Richard, WWPD/TOPE
U.S. Environmental Protection Agency, Region 7
901 North 5th Street
Kansas City, Kansas 66101.

As to the state:

Chris Silva
Lead Licensing Program
Missouri Department of Health and Senior Services
930 Wildwood
Jefferson City, Missouri 65109.

39. If the SEP referenced in Paragraph 33 above is not timely completed to the satisfaction of EPA in accordance with the terms of this Final Order, Respondent shall pay a stipulated penalty in the amount of 120% of the projected costs of the SEP minus any documented expenditures determined by EPA to be acceptable for the SEP. This stipulated penalty is consistent with the EPA SEP Policy, effective May 1, 1998. For the SEP, the following instances constitute a failure to complete the project in accordance with the terms of this Final Order:

(i) Failure to expend the funds in a manner acceptable to EPA or otherwise to complete the project pursuant to the terms of this consent agreement. If the SEP is completed in accordance with Exhibit 1, it shall not be considered a failure to complete the project consistent with the terms of the Final Order if the total costs of the SEP are less than the amount projected in paragraph 35.

(ii) Failure to ensure, through good faith and timely efforts, that the SEP project is completed by the anticipated completion date of within one hundred twenty (120) days of the effective date of the Final Order. In the event of circumstances beyond its control rendering the anticipated completion date unfeasible, Respondent may demonstrate good faith by promptly notifying the EPA, Region 7 contact identified in Paragraph 38 above of the change in circumstances and proposing a new completion

date acceptable to EPA for the SEP.

(iii) Any stipulated penalties for which Respondent is liable under this agreement shall be due and payable within ten (10) days of Respondent's receipt of a written demand from Complainant.

40. Respondent certifies that it is not required to perform or develop the SEP by any federal, state or local law or regulation; nor is Respondent required to perform or develop the SEP by agreement, grant or as injunctive relief in this or any other case or to comply with state or local requirements. Respondent further certifies that it has not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEP.

41. 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.

42. 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 United States Environmental Protection Agency."

43. Respondent understands that its failure to timely pay any portion of the civil penalty described in Paragraph 1 of the Final Order below or any portion of a stipulated penalty required under this CAFO, may result in the commencement of a civil action in Federal District Court to recover the full remaining balance, along with penalties and accumulated interest. In such case, interest shall accrue thereon at the applicable statutory rate on the unpaid balance until such civil or stipulated penalty and any accrued interest are paid in full. A late payment handling charge of \$15 will be imposed after thirty (30) days and an additional \$15 will be charge for each subsequent thirty (30) day period. Additionally, as provided by 31 U.S.C. § 3717(e)(2), a six percent (6%) per

annum penalty (late charge) may be assessed on any amount not paid within ninety (90) days of the due date.

Section VI
Final Order

Pursuant to the provisions of the Toxic Substances Control Act (TSCA), 15 U.S.C. §§ 2601-2692, and based upon the information set forth in the Consent Agreement accompanying this Final Order, **IT IS HEREBY ORDERED THAT:**

1. Respondent shall pay a civil penalty of Two Thousand Seven Hundred Seventy-Eight Dollars (\$2,778) within 30 days from the final date of this Order. The payment shall be made at the address below. The payment shall identify Respondent by name and docket number and shall be by certified or cashier's check made payable to the "United States Treasury" and sent to:

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

Wire transfers should be directed to the Federal Reserve Bank of New York:

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

2. A copy of the check or other information confirming payment shall simultaneously be sent to the following:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 7
901 North 5th Street

Kansas City, Kansas 66101; and

Raymond C. Bosch, Attorney
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 7
901 North 5th Street
Kansas City, Kansas 66101.

3. Respondent shall complete the Supplemental Environmental Project in accordance with the provisions set forth in the Consent Agreement and shall be liable for any stipulated penalty for failure to complete such project as specified in the Consent Agreement.

4. Respondent and Complainant shall each bear their own costs and attorneys' fees incurred as a result of this matter.

RESPONDENT
THE WASHINGTON UNIVERSITY


Date: 7/28/11

By: 


Henry S. Webber
Executive Vice Chancellor for Administration

COMPLAINANT
U. S. ENVIRONMENTAL PROTECTION AGENCY

Date: 8/1/11

By: 
Jamie Green, Chief
Toxics and Pesticides Branch
Water, Wetlands and Pesticides Division

Date: 8/1/11

By: 
Raymond C. Bosch
Office of Regional Counsel

IT IS SO ORDERED. This Order shall become effective immediately.

Date:

Aug. 30, 2011



ROBERT L. PATRICK
Regional Judicial Officer
U.S. Environmental Protection Agency, Region 7

EXHIBIT 1
SEP – Vendor Work Plan Proposals (3 vendors)
Total of 6 pages

Custom Discounts Exteriors	2 pages
Farmer Environmental Services, LLC	2 pages
Advanced Environmental Services, Inc.	2 pages

Custom Discount Exteriors

Proposal #E040411R

2405 Centerline Ind. Dr
Maryland Heights, MO 63043
Phone: 314-569-0777
Fax: 314-569-5957

Page 1

Proposal Submitted to: Quadrangle Housing	Phone:	Date: 7/7/2011
Address: 6317 Cates	City, State, Zip: University City, MO 63130	Date of Appointment:

Items and Description: Custom Discount Exteriors hereby proposes to furnish all materials, except as noted, and perform all the labor necessary for completion of the following:

Completely installed including tax:

Supply and install 103 premium grade windows as follows:

- 90 regular double hung
- 6 bath, full tempered, full frosted
- 4 landing windows, 1/2 tempered
- 3 picture windows on landings
- Low E and Argon Gas glass paks
- Fully welded sashes and frames
- Fiberglass insulated masterframes
- Fiberglass 1/2 screens
- Capping exterior trim
- Warranties: lifetime on frames, finishes & glass seals, fully transferable

Window sashes only removed by others.

Jamb, interior stop, blind stop and brick mold left in tact

Pricing assumes no lengthy delay waiting for window removal

Pricing assumes same day removal and install eliminating the need for board up removal

Windows with wrap sale price: \$29,168.00

Custom Discount Exteriors is certified and practices Lead Safe Work Practices

Complete clean up and haul away

No subcontracting

Fully insured

Lien waivers issued

We Propose hereby to furnish material and labor - complete in accordance with above specifications in a professional manner for the sum of: **twenty nine thousand one hundred sixty eight dollars (\$29,168.00).**

Terms: Quadrangle Housing normal funding criteria

Please Note: Any alterations or deviations from the above specifications involving extra cost will be executed only upon written, signed orders and will become an extra charge over and above this written proposal. This proposal may be withdrawn if it is not accepted within 30 days.

Prepared by:

Accepted by:

Date: _____

Date: _____

AFTER SIGNING, PLEASE REMIT ONE COPY AND RETAIN ONE COPY FOR YOUR RECORDS



July 7, 2011

Chris Grunwald
Quadrangle Housing Company, Washington University
700 Rosedale, Campus Box 1016
St. Louis, MO 63112

Re: 6317 Cates – St. Louis, MO

Dear Mr. Grunwald:

Farmer Environmental Services, LLC, is pleased to submit a proposal for project oversight and air monitoring services in connection with the upcoming lead and asbestos abatement project at 6317 Cates in St. Louis, MO. The scope of abatement will include the removal of the windows at the property. An FES representative will not be on site everyday as the project does not require daily monitoring. All work will be performed by MDNR licensed personnel.

Farmer Environmental will provide:

Project Oversight and Air Monitoring @ \$440.00/day (six days estimated)	\$2,640.00
PCM Air Samples @ \$10.00/sample (30 samples estimated)	\$ 300.00
Lead Dust Wipes @ \$25.00/wipe (12 wipes estimated)	<u>\$ 300.00</u>
<i>Estimated Total</i>	<i>\$3,240.00</i>

The estimated total cost associated with the consulting services for the window abatement project at 6317 Cates is \$3,240.00. Once the project is complete the unit rates provided above will be used for billing purposes.



**Farmer
Environmental
Services, LLC**

108 Emerald Hills Drive • Edwardsville, IL 62025
(618) 656-6988 • (800) 656-6988 • Fax (618) 656-8353
www.farmerenv.com

Please authorize below and fax back or e-mail to Wynter Farmer at 618-656-8353
or wynter@farmerenv.com.

Signature and Title of Authorization: _____

Written Name and Date of Authorization: _____

If there are any questions, or need additional information, please contact us at
618-656-6988.

Respectfully Submitted,

Mike Burke
Farmer Environmental Services, LLC

BID FORM

TO: Chris Grunwald
Quadrangle Housing, Environmental Health and Safety
700 Rosedale Avenue, Suite 1614
St. Louis, MO 63112

DELIVER VIA: All bids are to be e-mailed to Chris Grunwald at cgrunwald@wustl.edu

BID DUE: Thursday July 7, 2011 at 3:00PM

FROM: Advanced Environmental Services, (Contractor)
3100 Gravois (Address)
ST. LOUIS MO 63118

Operating as (strike out conditions that do not apply) an Individual, a Corporation, organized and existing under the law of the State of Missouri, a Partnership, a Joint Venture consisting of the firms

of _____

BASE BID PROPOSAL

In response to your invitation to submit a proposal for the execution of all lead and asbestos abatement work described during the pre-bid meeting conducted at 6317 Cates in St. Louis, MO.

Having examined the site where the Work is to be executed; and having become familiar with local conditions as they might in any way affect the cost and/or execution of the Work; the undersigned Bidder hereby proposes and agrees to provide all labor, materials, plant, equipment, transportation, and other facilities as necessary and/or required for the complete and satisfactory execution of the Work for which this proposal is submitted, for the lump-sum consideration as stated hereinafter:

Bidders must show bid amount in both words and figures. In case of discrepancy, amount shown in words shall govern.

BASE PROPOSAL

Bidder agrees to remove all asbestos containing materials as indicated on prints ASB-1.

Sixteen Thousand Two Hundred ⁰⁰/₁₀₀ Dollars (\$ 16,200.00).

The undersigned has checked all of the figures contained in this proposal and further understands that Owner will not be responsible for any errors or omissions made therein by the undersigned.

It is understood that the right is reserved by Owner to reject any or all proposals, to waive all informalities in connection therewith, and to award a contract for any part of the Work or the Project as a whole. It is agreed that this proposal may not be withdrawn for a period of 60 days after it has been opened, without permission of the Owner.

The undersigned declares that the person(s) signing this proposal is/are fully authorized to sign on behalf of the named firm and to fully bind the named firm to all the conditions and provisions thereof.

It is agreed that no person(s) or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the Contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.

It is agreed that the undersigned has complied or will comply with all requirements concerning licensing and with all other local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this proposal, in awarding the Contract to him, or in the prosecution of the Work required there under.

BIDDER SIGNATURE

Respectfully submitted this 7 day of July, 2010.

Advanced Environmental Services, Inc.
(Name of Firm)

BY

[Signature] L.S.

(SEAL - IF BIDDER
IS A CORPORATION)

IN THE MATTER OF The Washington University, Respondent
Docket No. TSCA-07-2011-0011

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Consent Agreement and Final Order was sent this day in the following manner to the addressees:

Copy hand delivered to
Attorney for Complainant:

Raymond C. Bosch
Assistant Regional Counsel
Region 7
United States Environmental Protection Agency
901 N. 5th Street
Kansas City, Kansas 66101

Copy by Certified Mail Return Receipt to:

Christopher W. Goddard
Associate General Counsel
Washington University in St. Louis
Campus Box 8037
660 S. Euclid
St. Louis, Missouri 63110

Dated: 8/30/11



Kathy Robinson
Hearing Clerk, Region 7