

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5**

In the Matter of:)	Docket No. TSCA-05-2026-0008
)	
Heritage Homes & Restorations LLC)	Proceeding to Assess a Civil
Tipton, Indiana,)	Penalty Under Section 16(a) of the
)	Toxic Substances Control Act,
Respondent.)	15 U.S.C. § 2615(a)
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Consent Agreement and Final Order

Preliminary Statement

1. This is an administrative action commenced and concluded under Section 16(a) of the Toxic Substances Control Act (TSCA), 15 U.S.C. § 2615(a), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (Consolidated Rules), as codified at 40 C.F.R. Part 22.
2. The Complainant is the Acting Director of the Enforcement and Compliance Assurance Division, United States Environmental Protection Agency, Region 5.
3. Respondent is Heritage Homes & Restorations LLC, doing business as Heritage Custom Painting, a corporation with a place of business located at 216 Independence Street, Tipton, Indiana 46072.
4. Where the parties agree to settle one or more causes of action before the filing of a complaint, the administrative action may be commenced and concluded simultaneously by the issuance of a consent agreement and final order (CAFO). 40 C.F.R. § 22.13(b).
5. The parties agree that settling this action without the filing of a complaint or the adjudication of any issue of fact or law is in their interest and in the public interest.

6. Respondent consents to the assessment of the civil penalty specified in this CAFO and to the terms of this CAFO.

Jurisdiction and Waiver of Right to Hearing

7. Respondent admits the jurisdictional allegations in this CAFO and neither admits nor denies the factual allegations in this CAFO.

8. Respondent waives its right to request a hearing as provided in 40 C.F.R. § 22.15(c), any right to contest the allegations in this CAFO, and its right to appeal this CAFO. Respondent waives any rights or defenses that Respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the final order accompanying the consent agreement.

Statutory and Regulatory Background

9. In promulgating the Residential Lead-Based Paint Hazard Reduction Act of 1992, Pub. L. No. 102-550, Oct. 28, 1992 (Title X), Congress found, among other things, that low-level lead poisoning was widespread among American children, afflicting as many as 3,000,000 children under age six; at low levels, lead poisoning in children causes intelligence quotient deficiencies, reading and learning disabilities, impaired hearing, reduced attention span, hyperactivity, and behavior problems; and the ingestion of household dust containing lead from deteriorating or abraded lead-based paint is the most common cause of lead poisoning in children. A key component of the national strategy to reduce and eliminate the threat of childhood lead poisoning is to educate the public concerning the hazards and sources of lead-based paint poisoning and steps to reduce and eliminate such hazards.

10. Section 1021 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 amended TSCA, 15 U.S.C. § 2601 *et seq.*, by adding Subchapter IV – Lead Exposure Reduction, 15 U.S.C. §§ 2681 through 2692.

11. Section 402(a) of TSCA, 15 U.S.C. § 2682, requires the Administrator of EPA to promulgate regulations to ensure that individuals engaged in lead-based paint activities are properly trained; that training programs are accredited; that contractors engaged in such activities are certified; and that such regulations contain standards for performing lead-based paint activities, taking into account reliability, effectiveness, and safety.

12. Section 402(c) of TSCA, 15 U.S.C. § 2682, requires the Administrator of EPA to promulgate guidelines for the conduct of renovation and remodeling activities to reduce the risk of exposure to lead in connection with renovation and remodeling of target housing and public buildings built before 1978, and commercial buildings, and to revise the regulations under Section 402(a) of TSCA to apply those regulations to renovation or remodeling activities in target housing, public buildings constructed before 1978, and commercial buildings that create lead-based paint hazards.

13. Section 407 of TSCA, 15 U.S.C. § 2687, requires the regulations promulgated by the Administrator of EPA under Subchapter IV to include such recordkeeping and reporting requirements as may be necessary to ensure the effective implementation of the TSCA Lead Exposure Reduction requirements, 15 U.S.C. §§ 2681 through 2692.

14. Under Section 409 of TSCA, 15 U.S.C. § 2689, it shall be unlawful for any person to fail or refuse to comply with any rule or order issued under Subchapter IV – Lead Exposure Reduction, 15 U.S.C. §§ 2681 through 2692. *See also* 40 C.F.R. § 745.87.

15. Under Section 15 of TSCA, 15 U.S.C. § 2614, it shall be unlawful for any person to fail or refuse to establish and maintain records, submit reports, notices, or other information, or permit access to or copying of records, as required by TSCA or a rule thereunder. *See also* 40 C.F.R. § 745.87.

16. Pursuant to Sections 402 and 406 of TSCA, 15 U.S.C. §§ 2682 and 2686, EPA promulgated the residential property renovation regulations at 40 C.F.R. Part 745, Subpart E, prescribing procedures and requirements for: the accreditation of renovator training programs; certification of individuals and firms; work practice standards for renovation, repair and painting activities in target housing and child-occupied facilities; and recordkeeping to demonstrate compliance with work practice standards. *73 Fed. Reg.* 21691 (April 22, 2008).

17. 40 C.F.R. § 745.82(a) provides that Subpart E applies to all renovations performed in target housing and child-occupied facilities, with certain exceptions not relevant here.

18. 40 C.F.R. § 745.83 defines *firm* to mean a company, partnership, corporation, sole proprietorship, or individual doing business, association, or other business entity; a Federal, State, Tribal, or local government agency; or a nonprofit organization.

19. 40 C.F.R. § 745.83 defines *renovation* to mean the modification of any existing structure, or portion thereof, that results in the disturbance of painted surfaces, unless that activity is performed as part of an abatement as defined by this part (40 C.F.R. § 745.223). The term renovation includes (but is not limited to): the removal, modification or repair of painted surfaces or painted components (e.g., modification of painted doors, surface restoration, window repair, and surface preparation activity (such as sanding, scraping, or other such

activities that may generate paint dust)); the removal of building components (e.g., walls, ceilings, plumbing, windows); weatherization projects (e.g., cutting holes in painted surfaces to install blown-in insulation or to gain access to attics, planing thresholds to install weather stripping); and interim controls that disturb painted surfaces.

20. 40 C.F.R. § 745.83 defines *renovator* to mean an individual who either performs or directs workers who perform renovations. A certified renovator is a renovator who has successfully completed a renovator course accredited by EPA or an EPA authorized State or Tribal Program.

21. 40 C.F.R. § 745.103 defines *target housing* to mean any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six (6) years of age resides or is expected to reside in such housing) or any zero-bedroom dwelling.

22. 40 C.F.R. § 745.103 defines *residential dwelling* to mean a single family dwelling, including attached structures such as porches and stoops; or a single-family dwelling unit in a structure that contains more than one separate residential dwelling unit, and in which each such unit is used or occupied, or intended to be used or occupied, in whole or in part, as the residence of one or more persons.

23. 40 C.F.R. § 745.83 defines *pamphlet* to mean the EPA pamphlet titled *Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools* developed under Section 406(a) of TSCA, 15 U.S.C. § 2686(a), for use in complying with Section 406(b) of TSCA, 15 U.S.C. § 2686(b).

24. Section 16(a) of TSCA, 15 U.S.C. § 2615(a), 40 C.F.R. § 745.87(d), and 40 C.F.R. Part 19, authorize the Administrator of EPA to assess a civil penalty of up to \$48,512 per violation for each day of violation of Sections 15 and 409 of TSCA that occurred after November 2, 2015, where penalties are assessed on or after December 27, 2023.

Factual Allegations and Alleged Violations

25. At all times relevant to this CAFO, Respondent was a corporation with a place of business located at 216 Independence Street, Tipton, Indiana, and was therefore a *firm* as defined by 40 C.F.R. § 745.83.

26. On October 11, 2023, Complainant issued a request for information to Respondent, seeking, among other things, copies of renovator certifications showing completion of an EPA accredited training course, a copy of the firm certification received by EPA, copies of all contracts and/or agreements for renovation, copies of all acknowledgements of receipt of a pamphlet by the owners and occupants of residential housing, and copies of renovation records maintained as required by the Lead Renovation, Repair and Painting Rule (RRP Rule).

27. On December 1, 2023 and January 4, 2024, Respondent provided Complainant documents via electronic mail responsive to the request for information referenced in Paragraph 26.

28. Based on information provided to Complainant by Respondent, the Respondent performed or directed workers to perform for compensation, the following modifications of existing structures that resulted in disturbances of painted surfaces in the following residential housing built prior to 1978, as detailed in this Table:

Line No.	Residential Property Contract No	Residence Type	Built Year	Invoice Dates	Renovation Scope
1	6763	Single-Family	1973	4/8/2022	Interior Painting
2	6148	Single-Family	1900	3/21/2022	Interior Painting
3	8825	Single-Family	1964	3/10/2022	Interior Painting
4	1247	Single-Family	1949	12/29/2022	Interior Painting
5	9472	Single-Family	1949	12/16/2022	Interior Painting
6	0007	Single-Family	1921	3/8/2022	Interior Painting
7	8283	Single-Family	1977	10/31/23	Interior Painting
8	1103	Single-Family	1904	7/26/2022	Exterior Painting
9	8969	Single-Family	1956	6/9/2022	Exterior Painting
10	9982	Single-Family	1895	9/1/2022	Exterior Painting
11	7202	Single-Family	1900	10/4/2022	Exterior Painting
12	7043	Single-Family	1970	5/3/2022	Exterior Painting
13	9123	Single-Family	1920	9/6/2022	Exterior Painting
14	8517	Single-Family	1910	8/11/2022	Exterior Painting
15	4998	Single-Family	1899	9/9//2023	Exterior Painting
16	2218	Single-Family	1930	8/8/2023	Exterior Painting

29. At the sixteen contracted renovations referenced in Paragraph 28, Respondent performed or directed to perform modifications of the buildings' existing structures that resulted in disturbance of painted surfaces, and were therefore *renovations* as defined in 40 C.F.R. § 745.83.

30. The sixteen renovations referenced in Paragraph 28 were each performed at residential housing built prior to 1978, and therefore the residential housing was *target housing* as defined in 40 C.F.R. § 745.103.

31. Respondent either performed or directed workers to perform the renovations described in Paragraph 28 and is therefore a *renovator* as defined at 40 C.F.R. § 745.83.

32. On August 27, 2024, Complainant issued to Respondent a Notice of Potential Violation for alleged violations, including those listed below.

Count 1 – Failure to obtain initial certification from EPA before performing, offering or claiming to perform renovations for compensation

33. Complainant incorporates Paragraphs 1 through 32 of this CAFO as if set forth in this paragraph.

34. 40 C.F.R. § 745.81(a)(2)(ii) requires that on or after April 22, 2010, no firm may perform, offer, or claim to perform renovations without certification from EPA under 40 C.F.R. § 745.89 in target housing or child occupied facilities, unless the renovation qualifies for one of the exceptions identified in 40 C.F.R. § 745.82(a) or (c).

35. Respondent performed or directed to perform renovation activities at the properties listed in Paragraph 28.

36. Respondent was not certified as a firm, under 40 C.F.R. § 745.89, during each renovation described in Paragraph 28 and did not qualify for an exemption under 40 C.F.R. § 745.82(a).

37. Respondent's failure to be certified as a firm, under 40 C.F.R. § 745.89, before the renovations referred to in Paragraph 28 constitutes a violation of 40 C.F.R. § 745.81(a)(2)(ii) and 15 U.S.C. § 2689.

Counts 2 to 17 – Failure to assign a certified renovator to renovation projects

38. Complainant incorporates Paragraphs 1 through 32 of this CAFO as if set forth in this paragraph.

39. 40 C.F.R. § 745.89(d)(2) requires the firm performing the renovation to ensure that a certified renovator is assigned to each renovation performed by the firm and discharges all of the certified renovation responsibilities identified in 40 C.F.R. § 745.90.

40. Respondent performed or directed to perform renovation activities at the properties listed in Paragraph 28.

41. Respondent did not assign a certified renovator to each of the sixteen renovations described in Paragraph 28.

42. Respondent's failure to ensure that a certified renovator was assigned to each of the sixteen renovations described in Paragraph 28, constitutes sixteen violations of 40 C.F.R. § 745.89(d)(2) and 15 U.S.C. § 2689.

Counts 18 to 33 – Failure to obtain written acknowledgement from dwelling unit occupant for receipt of the Renovate Right Pamphlet

43. Complainant incorporates Paragraphs 1 through 32 of this CAFO as if set forth in this paragraph.

44. 40 C.F.R. § 745.84(a)(1) requires firms performing renovations, no more than sixty (60) days before beginning renovation activities in any residential dwelling unit of target housing, to provide the owner of the unit with the pamphlet and obtain either a written acknowledgement from the owner that the owner has received the pamphlet, or a certificate of mailing at least seven days prior to the renovation.

45. 40 C.F.R. § 745.84(a)(2) requires firms performing renovations to provide the pamphlet to an adult occupant of the dwelling unit if the owner does not occupy the dwelling unit, in addition to the requirement set forth in 40 C.F.R. § 745.84(a)(1), described in Paragraph 44.

46. 40 C.F.R. § 745.84(a)(2)(i) requires firms performing renovations to obtain from the adult occupant, a written acknowledgment that the occupant has received the pamphlet; or to certify in writing that a pamphlet has been delivered to the dwelling and that the firm

performing the renovation has been unsuccessful in obtaining a written acknowledgment from an adult occupant. Such certification must include the address of the unit undergoing renovation, the date and method of delivery of the pamphlet, names of the persons delivering the pamphlet, reason for lack of acknowledgment (e.g., occupant refuses to sign, no adult occupant available), the signature of a representative of the firm performing the renovation, and the date of signature.

47. Respondent performed or directed to perform renovation activities at the properties listed in Paragraph 28.

48. At each of the sixteen renovations described in Paragraph 28, Respondent failed to provide the owner with the pamphlet, and failed to obtain from the owner the written acknowledgement that the owner had received the pamphlet, or a written certification of delivery to the owner.

49. At each of the sixteen renovations described in Paragraph 28, Respondent failed to obtain from any adult occupant a written acknowledgment that the occupant has received the pamphlet, or to certify in writing that a pamphlet was delivered to the dwelling and that Respondent was unsuccessful in obtaining a written acknowledgment from an adult occupant.

50. Respondent's failure to provide the owners or adult occupants of the sixteen residential dwelling units described in Paragraph 28 with the pamphlet, or to obtain written acknowledgements of receipt or written certifications of delivery, prior to the renovation in the residential dwelling units constitutes sixteen violations of 40 C.F.R. § 745.84(a) and 15 U.S.C. § 2689.

**Counts 34 to 49 – Failure to retain all records necessary to demonstrate compliance with
40 C.F.R. Part 745, Subpart E**

51. Complainant incorporates Paragraphs 1 through 32 of this CAFO as if set forth in this paragraph.

52. 40 C.F.R. § 745.86(a) requires firms performing renovations to retain and, if requested, make available to EPA all records necessary to demonstrate compliance with 40 C.F.R. Part 745, Subpart E for a period of three years following completion of the renovation.

53. 40 C.F.R. § 745.86(b)(6) requires a firm to document compliance with the work practice standards in 40 C.F.R. § 745.85, including documentation that a certified renovator was assigned to the project, that the certified renovator provided on-the-job training for workers used on the project, that the certified renovator performed or directed workers who performed all of the tasks described in 40 C.F.R. § 745.85(a), and that the certified renovator performed the post-renovation cleaning verification described in 40 C.F.R. § 745.85(b).

54. For the sixteen renovations described in Paragraph 28, Respondent failed to retain and make available all records necessary to demonstrate compliance with 40 C.F.R. Part 745, Subpart E for a period of three years following completion of each renovation.

55. For the sixteen renovations described in Paragraph 28, Respondent failed to establish and maintain the following records:

- a. Documentation of compliance with the work practice standards in 40 C.F.R. § 745.85,
- b. Documentation that a certified renovator was assigned to the project,

- c. Documentation that a certified renovator provided on-the-job training for workers used on the project,
- d. Documentation that a certified renovator performed or directed workers who performed all of the tasks described in 40 C.F.R. § 745.85(a),
- e. Documentation that the certified renovator performed the post-renovation cleaning verification described in 40 C.F.R. § 745.85(b).

56. Respondent's failure to retain and make available all records necessary to demonstrate compliance with 40 C.F.R. Part 745, Subpart E for a period of three years, and to document compliance with the work practice standards in 40 C.F.R. § 745.85, following the completion of the sixteen contracted renovations described in Paragraph 28, constitutes sixteen violations of 40 C.F.R. §§ 745.86(a) and 745.86(b)(6) and 15 U.S.C. § 2689.

Civil Penalty

57. Pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), Complainant determined that an appropriate civil penalty to settle this action is \$24,466. In determining the penalty amount, Complainant considered the nature, circumstances, extent and gravity of the violations alleged and, with respect to Respondent, ability to pay, effect on ability to continue to do business, any history of prior such violations, the degree of culpability, and such other factors as justice may require. Complainant also considered EPA's *Interim Final Consolidated Enforcement Response and Penalty Policy for the Pre-Renovation Education Rule; Renovation, Repair and Painting Rule; and Lead-Based Paint Activities Rule*, Revised April 5, 2013.

58. Respondent agrees to pay a civil penalty in the amount of \$24,466 (Assessed Penalty) within thirty (30) days after the date the Final Order ratifying this Agreement is filed with the Regional Hearing Clerk (Filing Date).

59. Respondent shall pay the Assessed Penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>.

60. When making a payment, Respondent shall:

a. Identify every payment with Respondent's name and the docket number of this Agreement, TSCA-05-2026-0008.

b. Concurrently with any payment or within 24 hours of any payment, Respondent shall send proof of such payment to the following persons:

Juliane Grange
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 5
R5HearingClerk@epa.gov

Michael Todd
Pesticides and Toxics Compliance Section
U.S. Environmental Protection Agency, Region 5
todd.michael@epa.gov
and
R5LEcab@epa.gov

Kevin Chow
Office of Regional Counsel (C-14J)
U.S. Environmental Protection Agency, Region 5
chow.kevin@epa.gov

and

U.S. Environmental Protection Agency
Cincinnati Finance Center
via electronic mail to:
CINWD_AcctsReceivable@epa.gov

“Proof of payment” means, as applicable, confirmation of credit card or debit card payment, or confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due, and identified with the appropriate docket number and Respondent’s name.

61. Interest, Charges, and Penalties on Late Payments. Pursuant to 15 U.S.C. § 2615, 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay any portion of the Assessed Penalty per this Agreement, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing, and EPA is authorized to recover the following amounts.

- a. Interest. Interest begins to accrue from the Filing Date. If the Assessed Penalty is paid in full within thirty (30) days, interest accrued is waived. If the Assessed Penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the Assessed Penalty as well as any interest, penalties, and other charges are paid in full. To protect the interests of the United States the rate of interest is set at the IRS standard underpayment rate, any lower rate would fail to provide Respondent adequate incentive for timely payment.
- b. Handling Charges. Respondent will be assessed monthly a charge to cover EPA’s costs of processing and handling overdue debts. If Respondent fails to pay the Assessed Penalty in accordance with this Agreement, EPA will

assess a charge to cover the costs of handling any unpaid amounts for the first thirty (30) day period after the Filing Date. Additional handling charges will be assessed each subsequent thirty (30) days, or any portion thereof, until the unpaid portion of the Assessed Penalty, as well as any accrued interest, penalties, and other charges are paid in full.

- c. Late Payment Penalty. A late payment penalty of six percent (6%) per annum, will be assessed monthly on all debts, including any unpaid portion of the Assessed Penalty, interest, and other charges, that remain delinquent more than ninety (90) days.

62. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if Respondent fails to timely pay any portion of the Assessed Penalty, interest, or other charges and penalties per this Agreement, EPA may take additional actions. Such actions may include, but are not limited to, the following:

- a. Refer the debt to a credit reporting agency or a collection agency, per 40 C.F.R. §§ 13.13 and 13.14.
- b. Collect the debt by administrative offset (i.e., the withholding of money payable by the United States government to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, 40 C.F.R. Part 13, Subparts C and H.

- c. Suspend or revoke Respondent's licenses or other privileges, or suspend or disqualify Respondent from doing business with EPA or engaging in programs EPA sponsors or funds, 40 C.F.R. § 13.17.
- d. Per 15 U.S.C. § 2615(a), the Attorney General will bring a civil action in the appropriate district court to recover the full remaining balance of the debt plus interest. In such an action, the validity, amount, and appropriateness of the Assessed Penalty shall not be subject to review.

63. Allocation of Payments. Pursuant to 31 C.F.R. § 901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of debt will be applied first to outstanding handling charges, second to late penalty charges, third to accrued interest, and last to the principal that is the outstanding Assessed Penalty amount.

64. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Agreement shall not be deductible for purposes of federal taxes.

General Provisions

65. The parties consent to service of this CAFO by e-mail at the following valid e-mail addresses: chow.kevin@epa.gov (for Complainant), and james.hauck@h2lawyers.com (for Respondent). Respondent understands that the CAFO will become publicly available upon filing.

66. This CAFO resolves only Respondent's liability for federal civil penalties for the violations alleged in the CAFO.

67. This CAFO does not affect the rights of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.

68. This CAFO does not affect Respondent's responsibility to comply with TSCA, 15 U.S.C. § 2601 *et seq.*, its implementing regulations, and other applicable federal, state, and local laws.

69. Respondent certifies that it is complying with the residential property renovation regulations at 40 C.F.R. Part 745, Subpart E.

70. This CAFO constitutes a "prior such violation" as that term is used in EPA's Interim Final Consolidated Enforcement Response and Penalty Policy for the Pre-Renovation Education Rule; Renovation, Repair and Painting Rule; and Lead-Based Paint Activities Rule to determine Respondent's "history of prior such violations" under Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B).

71. The terms of this CAFO bind Respondent, and its successors and assigns.

72. Each person signing this agreement certifies that he or she has the authority to sign for the party whom he or she represents and to bind that party to its terms.

73. Each party agrees to bear its own costs and attorney's fees in this action.

74. This CAFO constitutes the entire agreement between the parties.

**Consent Agreement and Final Order
Heritage Homes & Restorations LLC
Docket No. TSCA-05-2026-0008**

**Heritage Homes & Restorations LLC
Respondent**

11/18/2005

Date

Jason Finney

Jason Finney

Owner

Heritage Homes & Restorations LLC

Finney@Heritage-Custompainting.com

**Consent Agreement and Final Order
In the Matter of: Heritage Homes & Restorations LLC
Docket No. TSCA-05-2026-0008**

United States Environmental Protection Agency, Complainant

**CAROLYN
PERSOON**

 Digitally signed by CAROLYN
PERSOON
Date: 2025.12.11 10:49:47 -06'00'

Carolyn Persoon
Acting Division Director
Enforcement and Compliance Assurance Division

**Consent Agreement and Final Order
In the Matter of Heritage Homes & Restorations LLC
Docket No.: TSCA-05-2026-0008**

Final Order

This Consent Agreement and Final Order, as agreed to by the parties, shall become effective immediately upon filing with the Regional Hearing Clerk. This Final Order concludes this proceeding pursuant to 40 C.F.R. §§ 22.18 and 22.31. IT IS SO ORDERED.

Ann L. Coyle
Regional Judicial Officer
United States Environmental Protection Agency
Region 5