

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 6
1201 Elm Street, Suite 500
Dallas, Texas 75270**

| | | |
|--------------------------------|---|--------------------------------------|
| In the Matter of | § | |
| | § | |
| Marrs Construction LLC, | § | Docket No. TSCA-06-2024- 6163 |
| | § | |
| Respondent. | § | |

CONSENT AGREEMENT AND FINAL ORDER

Preliminary Statement

The U.S. Environmental Protection Agency, Region 6 (“EPA” or “Complainant”), and Marrs Construction LLC (“Respondent”) have agreed to a settlement of this action before the 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 and the Revocation/Termination or Suspension of Permits, 40 C.F.R. §§ 22.13(b) and 22.18(b)(2).

Jurisdiction

1. This proceeding is an administrative action for the assessment of civil penalties initiated 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 serves as notice that the 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 E.

Parties

3. Complainant is the Director of Enforcement and Compliance Assurance Division of the EPA, Region 6, as duly delegated by the Administrator of the EPA and the Regional Administrator, EPA, Region 6.

4. Respondent is Marris Construction LLC incorporated in the state of Arkansas and conducting business in the state of Arkansas.

Statutory and Regulatory Background

5. TSCA was amended with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. §§ 4851 to 4856, with the addition of Title IV – Lead Exposure Reduction, Section 401 to 412 of TSCA, 15 U.S.C. §§ 2681 to 2692. One of the stated purposes of the Act is to implement a broad program to reduce lead-based paint hazards in the Nation’s housing stock. 42 U.S.C. § 4851.

6. Pursuant to Sections 402, 406, and 407 of TSCA, 15 U.S.C. § 2682, 2686, and 2687, the EPA promulgated the Lead, Renovation, Repair and Painting (RRP) Rule at 40 C.F.R. Part 745, Subpart E - Residential Property Renovation, to ensure that owners and occupants of target housing and child-occupied facilities receive information on lead-based paint hazards before renovations begin; and individuals and firms performing renovations are certified and following work practice standards during the renovations. 40 C.F.R. § 745.80.

7. The requirements set forth in the regulations at 40 C.F.R. Part 745, Subpart E, Residential Property Renovation, apply to all renovations performed for compensation in target

housing and child-occupied facilities, unless otherwise excluded as set forth in 40 C.F.R.

§ 745.82.

8. The regulation at 40 C.F.R. § 745.87(a) provides that failure or refusal to comply with any provision of 40 C.F.R. Part 745, Subpart E, is a violation of Section 409 of TSCA, 15 U.S.C. § 2689. Section 409 of TSCA, 15 U.S.C. § 2689, provides that it shall be unlawful for any person to fail to comply with, inter alia, any provision of 40 C.F.R. Part 745, Subpart E.

9. Section 16(a) of TSCA, 15 U.S.C. § 2615(a), as amended, and 40 C.F.R. § 745.87(d), authorize a civil penalty of not more than \$37,500 per day for violations of Section 409 of TSCA, 15 U.S.C. § 2689. The Debt Collection Improvement Act of 1996, 31 U.S.C. § 3701, as amended, and the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015, 28 U.S.C. § 2461, and implementing regulations at 40 C.F.R. Part 19, increased these statutory maximum penalties to \$46,989 for violations that occur after November 2, 2015, and for which penalties are assessed on or after January 6, 2023.

Definitions

10. The regulation at 40 C.F.R. § 745.83 defines “person” as any natural or judicial person including any individual, corporation, partnership, or association; any Indian Tribe, State, or political subdivision thereof; any interstate body; and any department, agency, or instrumentality of the Federal Government.

11. The regulation at 40 C.F.R. § 745.83 defines “renovation” as 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 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, 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, planning thresholds to install weather stripping); and interim controls that disturb painted surfaces.

12. Section 401(17) of TSCA, 15 U.S.C. § 2681(17), defines “target housing” as any housing constructed prior to 1978, except housing for the elderly or persons with disabilities or any zero-bedroom dwelling (unless any child who is less than six years of age resides or is expected to reside in such housing).

13. The regulation at 40 C.F.R. § 745.83 defines “firm” as 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.

EPA Findings of Fact and Conclusions of Law

14. Respondent is, and at all times referred to herein was, a “person” as defined by 40 C.F.R. § 745.83.

15. Respondent is, and at all times referred to herein was, a “firm” as defined by 40 C.F.R. § 745.83.

16. Pursuant to Section 11 of TSCA, 15 U.S.C. § 2610, the EPA reviewed the television show *Fixer to Fabulous* where the Respondent conducted multiple residential renovations and construction. On April 22, 2022, the EPA sent an information request letter (“IRL”) to Respondent to determine its compliance with the RRP rule. Respondent sent a response to the

IRL in June 2022, indicating that the firm did not conduct renovations on homes that were subject to the RRP rule (the "Inspection").

17. At the time of the EPA investigation, and at all times referred to herein, Respondent was engaged in "renovations" as defined by 40 C.F.R. § 745.83.

18. At the time of the EPA inspection, and at all times referred to herein, Respondent performed "renovations... for compensation" per 40 C.F.R. § 745.82(a) at two properties (the "Properties") that were "target housing" as defined by Section 401(17) of TSCA, 15 U.S.C. § 2681(17). These Properties are located at 405 NW A St., Bentonville, AR and 1804 Kimberly Place, Bentonville, AR.

19. On September 18, 2022, the EPA sent Respondent a Notice of Potential Violation and Opportunity to Confer letter. On October 21, 2022, the EPA responded to the documentation and information received from Respondent as a result of the opportunity to confer and articulated the EPA's position concerning Respondent's compliance with TSCA.

20. As a result of the EPA investigation and additional information obtained by the EPA, Complainant has determined that violations of the RRP Rule and Section 409 of TSCA, 15 U.S.C. § 2689, occurred as a result of Respondent's renovation activities at the Properties.

21. As a result of the EPA Investigation, the Respondent voluntarily performed the following compliance actions:

- a. Respondent arranged for four (4) of its contractors and/or employees to attend a course in Kansas City on May 17, 2022, to become certified renovators per 40 C.F.R. § 745.89.

- b. Respondent discussed in subsequent Fixer to Fabulous shows both the importance and application of the EPA RRP Rule: Season 4, Episode 12 and Season 5, Episode 5 (will air on 12/19/23).
- c. Respondent included a link to the EPA's Lead Website on the Fixer to Fabulous website at: <https://www.marrsdeveloping.com/blog>.

EPA Findings of Violation

22. The facts stated in the EPA Findings of Fact and Conclusions of Law above are herein incorporated.

23. Complainant hereby states and alleges that Respondent has violated TSCA, and federal regulations promulgated thereunder as follows:

Count 1

24. With certain exceptions not relevant here, 40 C.F.R. § 745.81(a)(2)(ii) prohibits firms from performing, offering, or claiming to perform renovations without certification from EPA under 40 C.F.R. § 745.89 in target housing or child-occupied facilities. Pursuant to 40 C.F.R. § 745.89(a)(1), firms that perform renovations for compensation must apply to EPA for certification to perform renovations.

25. Respondent had not applied to the EPA nor obtained certification pursuant to 40 C.F.R. § 745.89 from the EPA prior to performing the renovation at the Properties.

26. Respondent's failure to obtain certification from the EPA prior to performing a renovation in target housing pursuant to 40 C.F.R. § 745.89 is a violation of 40 C.F.R. § 745.81(a)(2)(ii) and Section 409 of TSCA, 15 U.S.C. § 2689.

Count 2-3

27. Pursuant to 40 C.F.R. § 745.89(d)(2), firms performing renovations must ensure that a certified renovator is assigned to each renovation performed by the firm and discharges all the certified renovator responsibilities identified in 40 C.F.R. § 745.90.

28. Respondent failed to assign a certified renovator to each of the home renovations performed by the firm at the two (2) Properties.

29. Respondent's failures to assign a certified renovator to each of the renovations at the Properties are violations of 40 C.F.R. § 745.89(d)(2) and Section 409 of TSCA, 15 U.S.C. § 2689.

Count 4 – 5

30. Pursuant to 40 C.F.R. § 745.86(a), firms performing renovations must retain, and, if requested, make available to EPA all records necessary to demonstrate compliance with the RRP Rule for a period of 3 years following completion of the renovation.

31. Pursuant to 40 C.F.R. § 745.86(b)(6), one of the records that must be retained for inspection is documentation of compliance with the requirements of 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 all 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).

32. Respondent failed to prepare and retain records documenting compliance with the requirements of 40 C.F.R. § 745.85 as required by 40 C.F.R. §§ 745.86(a) and 745.86(b)(6)

for each of the renovations performed at the two (2) Properties.

Counts 6-7

33. Pursuant to 40 C.F.R. § 745.89(d)(3), firms must ensure that all renovations performed by the firm are performed in accordance with the work practice standards in 40 C.F.R. § 745.85.

34. Respondent failed to ensure that the renovations performed at each of the two (2) Properties were performed in accordance with the work practice standards in 40 C.F.R. § 745.85.

35. Respondent's failures to ensure that each of the renovations performed at the Properties were performed in accordance with the work practice standards in 40 C.F.R. § 745.85 are violations of 40 C.F.R. § 745.89(d)(3) and Section 409 of TSCA, 15 U.S.C. § 2689.

CONSENT AGREEMENT

36. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:

- a. admits the jurisdictional allegations set forth herein.
- b. neither admits nor denies the specific factual allegations stated herein.
- c. consents to the assessment of a civil penalty, as stated herein.
- d. consents to the issuance of any specified compliance or corrective action order;
- e. consents to any conditions specified herein;
- f. consents to any stated Permit Action;
- g. waives any right to contest the allegations set forth herein; and

h. waives its rights to appeal the Final Order accompanying this Consent Agreement.

37. Respondent consents to the issuance of this Consent Agreement and Final Order and consents for the purposes of settlement to the payment of the civil penalty specified herein.

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

Penalty Payment

39. Respondent agrees that, in settlement of the claims alleged herein, Respondent shall pay a civil penalty of seventy-nine thousand, eight hundred and fifty-nine dollars (\$79,859).

40. Pursuant to Section 16(a)(2)(C) of TSCA, 15 U.S.C. § 2615(a)(2)(C), the EPA agrees to remit Forty-Four Thousand, Eight Hundred and Fifty-Nine dollars (\$44,859) dollars of the civil penalty, for the alleged violations here, conditioned upon Respondents' compliance with all the terms and conditions set forth in the Conditions section of this Consent Agreement and Final Order below, to EPA's satisfaction.

41. EPA and Respondents agree that, in compromise of the claims alleged in the Consent Agreement and Final Order, and upon satisfaction of the terms and conditions set forth in the Conditions section of this Consent Agreement and Final Order, Respondent shall pay a civil penalty of Thirty-Five Thousand dollars (\$35,000) as set forth below.

42. Respondent shall pay the penalty within thirty (30) days of receiving notice of the effective date of the Final Order. Such 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 979078
St. Louis, Missouri 63197-9000

or by alternate payment method described at <http://www.epa.gov/financial/makepayment>.

43. A copy of the check or other information confirming payment shall simultaneously be sent by electronic mail to the following:

Lorena S. Vaughn
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 6
1201 Elm Street, Suite 500 (ORC)
Dallas, Texas 75270-2102
vaughn.loreana@epa.gov; and

Stan Lancaster
Enforcement and Compliance Assurance Division
Toxics Enforcement Section
U.S. Environmental Protection Agency, Region 6
1201 Elm Street, Suite 500 (ECDST)
Dallas, Texas 75270-2101
Lancaster.Stan@epa.gov

44. Respondent understands that its failure to timely pay any portion of the civil penalty 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 begin to accrue on a civil or stipulated penalty from the date of delinquency until such civil or stipulated penalty and any accrued interest are paid in full. 31 C.F.R. § 901.9(b)(1). Interest will be assessed at a rate of the United States Treasury Tax and loan rates in accordance with 31 U.S.C. § 3717. Additionally, a charge will be assessed to cover the costs of debt collection

including processing and handling costs, and a non-payment penalty charge of six percent (6%) per year compounded annually will be assessed on any portion of the debt which remains delinquent more than ninety (90) days after payment is due. 31 U.S.C. § 3717(e)(2).

Compliance Requirements

45. Respondents shall henceforth comply with all applicable requirements of Sections 402, 406a and 407 of TSCA 15 U.S.C. §§ 2682, 2686 and 2687, and the implementing regulations of those sections of 40 C.F.R. Part 745 in connection with any regulated renovations.

Conditions of Settlement

46. Respondent and EPA agree, in compromise of the civil penalty described above that otherwise may be imposed herein, that Respondent shall complete the following conditions of settlement, as expeditiously as possible, but in no event later than the date specified, or as otherwise agreed as set forth in the Extension paragraph below:

47. Respondent shall, within 90 days of the effective date of this Consent Agreement and Final Order, post on its public website, currently www.marrisdeveloping.com, or an equivalent successor website, a copy of its EPA RRP firm certification or EPA banner logo.

48. (a) Respondent shall, within 180 days of the effective date of this Consent Agreement and Final Order, produce a public service announcement video (30-60 seconds in length) in compliance with EPA's Renovate Lead-Safe Media Kit. The PSA will include information about lead-based paint renovations for residential properties and compliance with the RRP rule. The PSA will be submitted to EPA Region 6 staff, Stan Lancaster (Lancaster.stan@epa.gov) for approval before airing. (b) The PSA will be shared on Dave Marris'

personal website (mentioned above) and social media accounts (Facebook, Instagram and X (formerly Twitter)) within 30 days after completion of the PSA. The social media shares shall be 30 days apart from each post and the post must include either the full PSA video or a link to access the video on Marris' website. The PSA video shall be posted to Dave Marris' website and social media accounts for a consecutive period lasting no less than one year from the effective date of the Consent Agreement and Final Order. (c) The Respondent agrees to share use and access of the PSA with EPA for informational training purposes.

49. Respondent shall integrate at least three lead-based paint RRP requirements, with approval from EPA, into at least one episode of the television show Fixer to Fabulous, Season 05 to air a minimum of once per episode during the aforementioned season. Respondent shall, prior to the airing of Season 05 of Fixer to Fabulous, provide to EPA a tentative schedule of the episode that shall be aired in Season 05, indicating which episode contains information to satisfy this requirement once it is provided to Respondent by HGTV which is the sole producer of the television show. In addition, within 30 days of completion of airing of Season 05 of Fixer to Fabulous, Respondent shall provide notice to EPA as to which episode of Season 05 episodes (or more episodes if applicable) contains information about lead-based paint as soon as practicable after the network provides it to Respondent. Such notices shall be sent by email to Lancaster.stan@epa.gov. Respondent also shall provide EPA with a means to view all or a relevant part of the Season 05 episode that contains-lead paint information as soon as practicable after the network provides it to Respondent.

50. Respondent shall integrate at least three lead-based paint RRP requirements, with approval from EPA, into at least two episodes of the television show Fixer to Fabulous,

Season 06 to air a minimum of once per episode during the aforementioned season.

Respondent shall, prior to the airing of Season 06 of Fixer to Fabulous, provide to EPA a tentative schedule of the episodes that shall be aired in Season 06, indicating which episodes contain information to satisfy this requirement once it is provided to Respondent by HGTV, which is the sole producer of the television show. In addition, within 30 days of the completion of Season 06 of Fixer to Fabulous, Respondent shall provide notice to EPA as to which episodes of Season 06 episodes (or more episodes if applicable) contain information about lead-based paint as soon as practicable after the network provides it to Respondent. Respondent shall also provide EPA with a means to view all or a relevant part of the Season 06 episodes that contain lead-based paint information as soon as practicable after the network provides it to Respondent.

51. In the event that HGTV does not renew Fixer to Fabulous for a Season 06 or houses subject to the RRP rule are not available during Season 06, then the remittance of forty-four thousand, eight hundred and fifty-nine dollars (\$44,859.00) shall be reduced by six thousand dollars (\$6,000) per home for the remaining 2 houses. If the Respondent is unable to meet these provisions for one of the two obligated homes in Season 6, the total remittance will be decreased to thirty-eight thousand and eight hundred and fifty-nine dollars (\$38,859.00). If the Respondent is unable to meet this requirement for both houses in Season 6, the total remittance will be decreased to thirty-two thousand, eight hundred and fifty-nine dollars (\$32,859.00). This will result in an increased monetary penalty of \$6,000 or \$12,000 respectively.

52. Extension: If for reasons beyond Respondents' control, it becomes impracticable

or impossible for Respondents to satisfy any of the conditions or substituted conditions described above in this Consent Agreement and Final Order, Respondents and EPA shall agree on a reasonable extension of the original deadline. Respondents shall submit a request to the EPA in writing no later than either two (2) weeks prior to the completion deadline or as soon as the delay causing the deadline becomes reasonably known to Respondents. The EPA shall grant reasonable requests for extension or shall grant a shorter extension as is reasonable under the circumstances.

53. Respondents shall ensure that all content used by Respondents to satisfy the foregoing conditions is consistent with the requirements of the RRP Rule in 40 C.F.R. Part 745, Subpart E, and the Arkansas Lead Based Paint Activities Rules in AR Code § 20-27-2501 (2015).

54. Respondents agree to the extent that Respondent has the right to grant rights, that the EPA shall have the non-exclusive right to use, republish, and disseminate all content developed and owned by Respondents to satisfy any of the conditions in this Consent Agreement and Final Order for the purposes of education regarding lead-based paint issues. Respondents do not hereby purport to grant rights to any content developed or owned by others.

55. Non-Remittance Order: If Respondents have failed to comply with any material term or condition set forth in the Conditions section, fully and satisfactorily, including submission of the compliance reports, the EPA may issue a Non-Remittance Order requiring Respondents to pay the remaining amount of the Seventy Nine Thousand and Eight Hundred Sixty dollar (\$79, 860) civil penalty referenced in the Penalty Payment section, or lesser amount, plus interest accrued from the effective date of this Consent Agreement and Final Order, as

described in the Penalty Payment section. The EPA shall deduct any reasonably documented expenditures or project completions in determining the remaining penalty amount owed.

Effect of Settlement and Reservation of Rights

56. Full payment of the penalty proposed in this Consent Agreement shall only resolve Respondent's liability for federal civil penalties for the violations alleged herein. Complainant reserves the right to take any enforcement action with respect to any other violations of TSCA or any other applicable law.

57. The effect of settlement described in the immediately preceding paragraph is conditioned upon the performance of the conditions set forth in the Conditions section of this Consent Agreement and Final Order and the accuracy of Respondent's representations to the EPA, as memorialized in paragraph directly below. Failure to comply with the terms and conditions set forth in the Conditions section of this Consent Agreement and Final Order will void the release provided for in the immediately preceding paragraph.

58. Respondents certify by the signing of this Consent Agreement that they are presently in compliance with all requirements of Sections 402, 406 and 407 of TSCA 15 U.S.C. §§2682, 2686 and 2687, and the implementing regulations of those sections of 40 C.F.R. Part 745.

59. Full payment of the penalty proposed and compliance with the terms and conditions set forth in the Conditions section of this Consent Agreement and Final Order shall not in any case affect the right of the Agency or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. This Consent Agreement and Final Order does not waive, extinguish, or otherwise affect Respondent's

obligation to comply with all applicable provisions of TSCA and regulations promulgated thereunder.

60. Complainant reserves the right to enforce the terms and conditions of this Consent Agreement and Final Order.

General Provisions

61. By signing this Consent Agreement, the undersigned representative of Respondent certifies that it is fully authorized to execute and enter into the terms and conditions of this Consent Agreement and has the legal capacity to bind the party it represents to this Consent Agreement.

62. This Consent Agreement shall not dispose of the proceeding without a final order from the Regional Judicial Officer or Regional Administrator ratifying the terms of this Consent Agreement. This Consent Agreement and Final Order shall be effective upon the filing of the Final Order by the Regional Hearing Clerk for EPA, Region 6. Unless otherwise stated, all time periods stated herein shall be calculated in calendar days from such date.

63. The penalty specified herein shall represent civil penalties assessed by EPA and shall not be deductible for purposes of Federal, State, and local taxes.

64. This Consent Agreement and Final Order shall apply to and be binding upon Respondent and Respondent's agents, successors and/or assigns. Respondent shall ensure that all contractors, employees, consultants, firms, or other persons or entities acting for Respondent with respect to matters included herein comply with the terms of this Consent Agreement and Final Order.

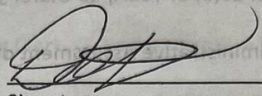
65. The EPA and Respondent agree to the use of electronic signatures for this matter pursuant to 40 C.F.R. § 22.6. The EPA and Respondent further agree to electronic service of this Consent Agreement and Final Order by email to the following:

To EPA: *mcdonald.ashley@epa.gov*

To Respondent: *wwright@mwlaw.com*

RESPONDENT
MARRS CONSTRUCTION CO.

Date: 12-22-23

By: 
Signature

DAVID J. MARRIS
Print Name

OWNER
Title

COMPLAINANT
U. S. ENVIRONMENTAL PROTECTION AGENCY

Date: January 8, 2024

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

FINAL ORDER

Pursuant to Section 16(a) of 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, 40 C.F.R. Part 22, the foregoing Consent Agreement resolving this matter is hereby ratified and incorporated by reference into this Final Order.

Respondent is ORDERED to comply with all of the terms of the Consent Agreement. In accordance with 40 C.F.R. § 22.31(b), the effective date of the foregoing Consent Agreement and this Final Order is the date on which this Final Order is filed with the Regional Hearing Clerk.

This Final Order shall resolve only those causes of action alleged in the Consent Agreement. Nothing in this Final Order shall be construed to waive, extinguish, or otherwise affect Respondent's (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.

IT IS SO ORDERED.

Thomas Rucki
Regional Judicial Officer

Date

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Consent Agreement and Final Order was delivered to the Regional Hearing Clerk, U.S. EPA, Region 6, 1201 Elm Street, Dallas, Texas 75270-2102, and that a true and correct copy was sent this day in the following manner to the addressees:

Copy via Email to Complainant:

mcdonald.ashley@epa.gov

Copy via Email to Respondent:

wwright@mwlaw.com

Signed
Office of Regional Counsel
U.S. EPA, Region 6