



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 4  
ATLANTA FEDERAL CENTER  
61 FORSYTH STREET  
ATLANTA, GEORGIA 30303-8960

SEP 11 2008

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Mr. Edwin E. Sallis  
Senior Vice President  
Green Hills Development Company, LLC  
c/o Mr. Michael A. Akers  
Akers and Bobo  
20 Eastgate Drive, Suite D  
Brandon, Mississippi 39043

**SUBJ: Consent Agreement and Final Order**  
**Docket No. CWA-04-2008-5507(b)**

Dear Mr. Wicker:

Enclosed please find the Consent Agreement and Final Order (CAFO), Docket No. CWA-04-2008-5507(b), which the U.S. Environmental Protection Agency (EPA) has executed. After the public comment period was over and after the EPA reviewed and resolved any comments on the CAFO, the Regional Judicial Officer signed the Final Order. In accordance with the terms of the CAFO, the date on which the CAFO is filed with the Regional Hearing Clerk is the effective date of the CAFO.

If you have any further comments or questions regarding this matter, please contact Stephanie Fulton of my staff at (404) 562-9413, or your attorney can contact Susan Hansen, Attorney Advisor, at (404) 562-9700.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Welborn".

Thomas C. Welborn, Chief  
Wetlands, Coastal and Watersheds Branch

Enclosure

cc: Anne Woerner, U.S. Army Corps of Engineers, Vicksburg District  
Trudy Fisher, Mississippi Department of Environmental Quality

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 4**

IN THE MATTER OF: )  
 )  
Green Hills Development Company, LLC, ) **CONSENT AGREEMENT AND**  
Jackson, Mississippi, ) **FINAL ORDER**  
 )  
 )  
RESPONDENT. ) Docket No.: CWA-04-2008-5507(b)

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**CONSENT AGREEMENT**

**I. Statutory Authority**

1. This is a civil penalty proceeding under Section 309(g)(2)(A) of the Clean Water Act (CWA), 33 U.S.C. § 1319(g)(2)(A), and the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders and the Revocation, Termination or Suspension of Permits*, including subpart I, published at 64 Fed. Reg. 40176 (July 23, 1999), codified at 40 Code of Federal Regulations (C.F.R.) Part 22 (Part 22).

2. The authority to take action under Section 309(g)(2)(A) of the CWA, 33 U.S.C. § 1319(g)(2)(B), is vested in the Administrator of the United States Environmental Protection Agency (EPA). The Administrator has delegated this authority to the Regional Administrator Region 4, who in turn has delegated this authority to the Director of the Water Management Division who in turn has delegated this authority to the Chief of the Wetlands, Coastal and NonPoint Source Branch (Complainant).

**II. Statutory and Regulatory Background**

3. Section 309(g)(1)(A) of the CWA, 33 U.S.C. § 1319(g)(1)(A), states "[w]henever, on the basis of any information available - the Administrator finds that any person has violated [section 301 of the CWA, 33 U.S.C. § 1311], . . . the Administrator . . . may, after consultation with the State in which the violation occurs, assess a class I civil penalty . . . under [33 U.S.C. § 1319(g)(2)(A)]."

4. Section 301(a) of the CWA, 33 U.S.C. § 1311(a), states "[e]xcept as in compliance with . . . [Section 404 of the CWA, 33 U.S.C. § 1314], the discharge of any [dredged or fill material] by any person shall be unlawful." Section 404 of the CWA, 33 U.S.C. § 1344, authorizes the Secretary of the Army, acting through the Chief of Engineers, U.S. Army Corps of Engineers (COE), to issue permits for the discharge of dredged or fill material into waters of the United States.

5. Section 502(12) of the CWA, 33 U.S.C. § 1362(12), defines a "discharge of pollutants" as "[a]ny addition of any pollutant to navigable waters from any point source . . ."

6. Section 502(14) of the CWA, 33 U.S.C. § 1362(14), defines “point source” as “[a]ny discernible, confined and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit [or] discrete fissure . . . from which pollutants are or may be discharged.”

7. Section 502(7) of the CWA, 33 U.S.C. § 1362(7), defines “navigable waters” as “[t]he waters of the United States, including the territorial seas.”

8. Federal regulations under 40 C.F.R. § 232.2 define the term “waters of the United States” to include “wetlands.”

9. Federal regulations under 40 C.F.R. § 232.2 and 33 C.F.R. § 328.3(b) define “wetlands” as “[t]hose areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions.”

10. For the purposes of this Agreement, the term “Discharge Area” is the portion of the Site where the Respondent has discharged dredged or fill material into a water of the United States.

### **III. Allegations**

11. Respondent, Green Hills Development Company, LLC, at all times relevant to this Consent Agreement and Final Order (CAFO), was the owner and operator of a tract of land located south of Mississippi Highway 18, east of its intersection with Mississippi Highway 468, in Brandon, Rankin County, Mississippi, near 32° 24' 39.82” north latitude and 89° 97' 09.08” west longitude (the Site) (Exhibits A and B).

12. Respondent is a person within the definition set forth under section 502(5) of the CWA, 33 U.S.C. § 1362(5).

13. Commencing on or about August 11, 2006, to September 12, 2006, Respondent, or those acting on behalf of the Respondent, discharged dredged and/or fill material into waters of the United States on the Site (the Discharge Area) using earth moving machinery, during unauthorized activities associated with a residential development.

14. Respondent impacted a tributary to Richland Creek, which is tributary to the Pearl River, a water of the United States.

15. The discharged dredged and/or fill material, including earthen material deposited at the Discharge Area, are “pollutants” as defined under the CWA § 502(6).

16. The earth moving machinery employed by the Respondent to deposit the dredged and/or fill material at the Discharge Area are “point sources” as defined under the CWA § 502(14).

17. Respondent's placement of the dredged and/or fill material at the Discharge Area constitutes a "discharge of pollutants" as defined under the CWA § 502(12).

18. At no time during the discharge of dredged and/or fill material at the Discharge Area from August 11, 2006, to September 12, 2006, did the Respondent possess a permit under Section 404 of the CWA, 33 U.S.C. § 1344, authorizing the activities performed by Respondent. Each discharge by the Respondent of pollutants into waters of the United States without the required permit issued under Section 404 of the CWA, 33 U.S.C. § 1344, is a violation of Section 301(a) of the CWA, 33 U.S.C. § 1311(a).

19. Each day the material discharged by the Respondent in waters of the United States without the required permit under Section 404 of the CWA, 33 U.S.C. § 1344, constitutes a day of violation of Section 301 of the CWA, 33 U.S.C. § 1311.

#### **IV. Stipulations and Findings**

20. Complainant and Respondent have conferred for the purpose of settlement under 40 C.F.R. Part 22.18 and desire to resolve this matter and settle the allegations described herein without a formal hearing. Therefore, without gathering any evidence or testimony, making of any argument, or adjudicating any issue in this matter, and in accordance with 40 C.F.R. Part 22.13(b), this CAFO will simultaneously commence and conclude this matter.

21. For the purposes of this CAFO, Respondent admits the jurisdictional allegations set out above and neither admits nor denies the factual allegations set out above.

22. Respondent hereby waives its right to contest the allegations set out above and its right to appeal the Final Order accompanying this Consent Agreement.

23. Respondent consents to the assessment of and agrees to pay the administrative penalty as set forth in this CAFO and consents to the other conditions set forth in this CAFO.

24. By signing this CAFO, Respondent certifies that the information it has supplied concerning this matter was at the time of submission, and is, truthful, accurate, and complete for each such submission, response and statement. Respondent realizes that there are significant penalties for submitting false or misleading information, including the possibility of fines and/or imprisonment for knowing submission of such information.

25. EPA reserves the right to assess and collect any and all civil penalties for any violation described herein to the extent that any information or certification provided by Respondent was materially false or inaccurate at the time such information or certification was provided to EPA.

26. Complainant and Respondent agree to settle this matter by their execution of this CAFO. The parties agree that the settlement of this matter is in the public interest and that this CAFO is consistent with the applicable requirements of the CWA.

## **V. Supplemental Environmental Project**

27. The parties have agreed upon a Supplemental Environmental Project (SEP) in the vicinity of the Site in accordance with EPA policies encouraging SEPs.

28. Under the SEP, the Respondent will place a conservation easement on an 11.54 acre parcel of land (SEP parcel) that is adjacent to the Site and to a local high school. The conservation easement will preclude any development of the SEP parcel with the exception of the construction of walking trails and interpretive signs. Respondent will initiate work on the SEP within 30 days of receiving a fully executed copy of this CAFO.

29. The Respondent agrees to complete the execution of the conservation easement and the construction of the nature trail in accordance with the specifications and dates outlined in Appendix I, "Supplemental Environmental Project (SEP)."

30. The parties agree that the SEP is intended to secure significant environmental or public health protection and improvements. The project will, for example, provide a forested buffer along a tributary to Richland Creek and enhance water quality functions to Richland Creek and the Pearl River.

31. The SEP is in the public interest, furthers the purposes of the CWA, and is an appropriate and adequate substitute for a substantial civil penalty that would otherwise have been imposed in this case.

32. The total expenditure of the SEP will be \$50,000. The SEP amount will include \$8,000 to prepare and file the conservation easement and \$42,000 to construct nature trails on the SEP parcel. It will also include the diminution in value of the SEP parcel caused by the application of the conservation easement to the parcel. According to Respondent, the property is currently valued at \$173,000. After the conservation easement is filed, the parcel will be worth something less than \$173,000 since Respondent will not be able to develop the property. Respondent shall include documentation of the expenditures made in connection with preparing and filing the conservation easement and of the value of the undeveloped property covered by the conservation easement. Respondent shall include this documentation in the SEP Completion Report.

33. By signing the Consent Agreement, Respondent certifies that, as of the date of the Consent Agreement, Respondent 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 any other agreement, grant or as injunctive relief in this or any other case. Respondent further certifies that it has not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEP.

34. 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.

35. 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 U.S. Environmental Protection Agency for violations of Section 301(a) and 404 of the Clean Water Act, 33 U.S.C. § 1311(a) and § 1314."

36. Respondent will prepare and submit the following reports to EPA within 60 days of SEP completion:

a. The SEP Completion Report will include the following information:

- (i) A detailed description of the SEP as implemented;
- (ii) A description of any operating problems encountered and the solutions thereto;
- (iii) Itemized costs;
- (iv) Certification that the SEP has been fully implemented under the CAFO; and
- (v) A description of the environmental and public health benefits resulting from implementation of the SEP.

b. Respondent agrees that failure to submit the SEP Completion Report or any Periodic Report required under this CAFO will be deemed in violation of this CAFO and Respondent will become liable for stipulated penalties under paragraph 39 below.

c. Respondent will submit all notices and reports required by the CAFO to:

Stephanie Fulton  
U.S. Environmental Protection Agency - Region 4  
Wetlands Regulatory Section  
61 Forsyth Street, S.W.  
Atlanta, Georgia 30303-8960.

d. In itemizing its costs in the SEP Completion Report, Respondent will clearly identify and provide acceptable documentation for all eligible SEP costs. Where the SEP Completion Report includes costs not eligible for SEP credit, those costs must be clearly identified as such. For purposes of this Paragraph, "acceptable documentation" includes invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment is being made. Canceled drafts do not constitute acceptable documentation unless such drafts specifically identify and itemize the individual costs of the goods and/or services for which payment is being made.

37. In all documents or reports, including, without limitation, any SEP reports submitted under this CAFO, Respondent shall, by its officers, sign and certify under penalty of

law that the information contained in such document or report is true, accurate, and not misleading by signing the following statement:

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.

38. EPA Acceptance of the SEP Report:

a. After receipt of the SEP Completion Report, EPA will notify the Respondent, in writing, regarding: i) any deficiencies in the SEP Report itself along with a grant of an additional 30 days for Respondent to correct any such deficiencies; or (ii) indicate that EPA concludes that the project has been completed satisfactorily, or (iii) determine that the project has not been completed satisfactorily and seek stipulated penalties in accordance with paragraph 39 below.

b. If EPA elects to exercise option (i) above, i.e., if the SEP Report is determined to be deficient, but EPA has not yet made a final determination about the adequacy of SEP completion itself, EPA shall permit Respondent opportunity to object in writing to the notification of deficiency given under this paragraph within 10 days of receipt of such notification. EPA and Respondent shall have an additional 30 days from the receipt by EPA of the notification of objection to reach agreement on changes necessary to the SEP Report. If agreement cannot be reached on any such issue within this 30 day period, EPA shall provide a written statement of its decision on adequacy of the completion of the SEP to Respondent, which decision shall be final and binding upon Respondent. Respondent agrees to comply with any requirements imposed by EPA as a result of any failure to comply with the terms of this CAFO. In the event the SEP is not completed as provided in the Consent Agreement, as determined by EPA, stipulated penalties shall be due and payable by Respondent to EPA in accordance with paragraph 39 below.

**VI. Stipulated Penalties**

39. In the event that Respondent fails to comply with any of the terms or provisions of this Agreement relating to the performance of the SEP described in paragraph 28 above and/or to the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP described in paragraph 32 above, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

a. Except as provided in subparagraph (b) immediately below, for a SEP which has not been completed satisfactorily under this CAFO, Respondent shall pay a stipulated penalty to the United States in the amount of \$30,000.

b. If the SEP is not completed in accordance with paragraphs 27-38, but the EPA determines that the Respondent: i) made good faith and timely efforts to complete the project; and ii) certifies, with supporting documentation, that at least 90 percent of the amount of money which was required to be spent was expended on the SEP, Respondent will not be liable for any stipulated penalty.

c. If the SEP is completed in accordance with paragraphs 27-38, but the Respondent spent less than 90 percent of the amount of money required to be spent for the project, Respondent shall pay a stipulated penalty to the United States in the amount of \$2,000.

d. If the SEP is completed in accordance with paragraphs 27-38, and the Respondent spent at least 90 percent of the amount of money required to be spent for the project, Respondent shall not be liable for any stipulated penalty.

e. For failure to submit the SEP Completion Report required by paragraph 36 above, Respondent shall pay a stipulated penalty in the amount of \$100 for each day after the date that falls 60 days after the Respondent receives the Final Order until the report is submitted.

f. For failure to submit any other report required by paragraph 36 above, Respondent shall pay a stipulated penalty in the amount of \$100 for each day after the report was originally due until the report is submitted.

40. The determinations of whether the SEP has been satisfactorily completed and whether the Respondent has made a good faith, timely effort to implement the SEP shall be in the sole discretion of EPA.

41. Stipulated penalties shall begin to accrue on the day after performance is due, and shall continue to accrue through the final day of the completion of the activity.

42. Respondent shall pay stipulated penalties not more than 15 days after receipt of written demand by EPA for such penalties. Method of payment shall be in accordance with the provisions of paragraph 48 above. Interest and late charges shall be paid as stated in paragraph 51 below.

43. Nothing in this agreement shall be construed as prohibiting, altering or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this Agreement or of the statutes and regulations upon which this Agreement is based, or for Respondent's violation of any applicable provision of law.



## **VII. Site Access**

44. EPA, its employees, and its authorized agents (including contractors and subcontractors) shall have access to the Site at all reasonable times for the purposes of inspecting, investigating or verifying compliance with the terms of this CAFO. Access shall include access to, and the right to make copies of, all unprivileged records, documents or information relating to or pertaining to the Discharge Area.

45. Respondent shall have the right to accompany EPA representatives and employees throughout their presence at the Site and to monitor and record the investigative activities conducted by EPA. If such a recording of the Agency's investigatory activities is made, the Respondent shall, upon written request, provide a copy of the recording to EPA.

46. This section in no way limits any right of inspection and/or entry available to EPA under applicable federal or state laws, regulations, or permits.

## **VIII. Payment**

47. Under Section 309(g)(2)(A) of the CWA, 33 U.S.C. § 1319(g)(2)(B), and 40 C.F.R. § 19, and considering the nature of the violations and other relevant factors, EPA has determined, after factoring in the SEP described above, that five-thousand four-hundred dollars (\$5,400) is an appropriate civil penalty to settle this action.

48. Respondent shall submit payment of the penalty specified in the preceding paragraph within 30 days of the effective date of this CAFO via a cashier's or certified check, payable to the order of "Treasurer, United States of America." The check shall reference on its face the name of Respondent and the Docket Number of this CAFO. Such payment shall be tendered to:

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

49. At the time of payment, Respondent shall send a separate copy of the check, and a written statement that payment has been made in accordance with this CAFO, to the following persons at the following addresses:

Regional Hearing Clerk  
U.S. Environmental Protection Agency - Region 4  
61 Forsyth Street, S.W.  
Atlanta, Georgia 30303-8960

and

Stephanie Fulton  
U.S. Environmental Protection Agency - Region 4  
Wetlands Regulatory Section  
61 Forsyth Street, S.W.  
Atlanta, Georgia 30303-8960

50. Civil penalty payments under this CAFO are penalties within the meaning of Section 162(f) of the Internal Revenue Code, 26 U.S.C. § 162(f), or of 26 C.F.R. § 1.162-21 and are not tax deductible expenditures for purposes of federal law.

51. Under 40 C.F.R. § 13 and 31 U.S.C. § 3717 et seq., if EPA does not receive payment of the penalty assessed by this CAFO in full by its due date, interest shall accrue on the unpaid balance from the due date through the date of payment at an annual rate equal to the rate of the current value of funds to the United States Treasury as prescribed and published by the Secretary of the Treasury. If all or part of the payment is overdue, EPA will assess a late-payment handling charge of \$15.00, with an additional delinquent notice charge of \$15.00 for each subsequent 30 day period. EPA will also assess on a monthly basis an up to six per cent per annum penalty on any principal amount not paid within 90 days of the due date.

52. Under Section 309(g)(9) of the CWA, 33 U.S.C. § 1319(g)(9), failure by the Respondent to pay the penalty assessed by the CAFO in full by its due date may subject the Respondent to a civil action to collect the assessed penalty plus interest (at currently prevailing rates from the effective date of this CAFO), attorney's fees, costs for collection proceedings and a quarterly nonpayment penalty for each quarter during which such failure to pay persists. Such nonpayment penalty shall be in an amount equal to 20 percent of the aggregate amount of such penalty and nonpayment penalty that are unpaid as of the beginning of such quarter. In any such collection action, the validity, amount and appropriateness of the penalty and of this CAFO shall not be subject to review.

## **IX. General Provisions**

53. This CAFO shall not relieve Respondent of its obligation to comply with all applicable provisions of federal, state, or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit. Other than as expressed herein, compliance with this CAFO shall not be a defense to any actions subsequently commenced under federal laws and regulations administered by the EPA.

54. Nothing in this CAFO shall be construed as prohibiting, altering, or in any way limiting the ability of United States to seek any other remedies or sanctions available by virtue of Respondent's violation of this CAFO or of the statutes and regulations upon which this agreement is based, or for Respondent's violation of any federal or state statute, regulation or permit.

55. Except as otherwise set forth in this document, this CAFO constitutes a settlement by Complainant and Respondent of all claims for civil penalties under the CWA with respect to only those violations alleged in this CAFO. Except as otherwise set forth in this document, compliance with this CAFO shall resolve the allegations of violations contained in this CAFO. Nothing in this CAFO is intended to nor shall be construed to operate in any way to resolve any criminal liability of the Respondent, or other liability resulting from violations that were not alleged in this CAFO. Other than as expressed in this document, Complainant does not waive any right to bring an enforcement action against Respondent for violation of any federal or state statute, regulation or permit, to initiate an action for imminent and substantial endangerment, or to pursue criminal enforcement.

56. Each undersigned representative of the parties to this CAFO certifies that he is fully authorized to enter into the terms and conditions of this CAFO and to execute and legally bind that party to it.

57. This CAFO applies to and is binding upon Respondent and any officers, directors, employees, agents, successors and assigns of the Respondent.

58. Any change in the legal status of Respondent including, but not limited to, any transfer of assets of real or personal property, shall not alter Respondent's responsibilities under this CAFO.

59. Each party shall bear its own costs and attorneys fees in connection with the action resolved by this CAFO.

60. In accordance with 40 C.F.R. § 22.5, the individuals below are authorized to receive service relating to this proceeding.

For Complainant:

Susan Hansen  
Associate Regional Counsel  
U.S. Environmental Protection Agency, Region 4  
61 Forsyth Street  
Atlanta, Georgia 30303  
(404) 562-9700

For Respondent:

Edwin E. Sallis  
Green Hills Development Company, LLC  
125 South Congree Street, Suite 1610  
Jackson, Mississippi 39201  
(601) 969-0610

61. The parties acknowledge and agree that this CAFO is subject to the requirements of 40 C.F.R. § 22.45(c)(4), which provides a right to petition to set aside a consent agreement and proposed final order based on comments received during the public comment period.

62. Under Section 309(g) of the CWA, 33 U.S.C. § 1319(g), and 40 C.F.R. § 22.38(b), Complainant represents that the State of Mississippi was provided a prior opportunity to consult with Complainant regarding this matter.

63. This CAFO in no way affects the rights of the Complainant as against any person or entity not a party to this CAFO.

**X. Release by Respondent**

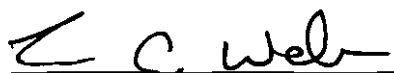
64. Respondent hereby covenants not to sue and agrees not to assert any claims or causes of action against the United States, including any department, agency or instrumentality of the United States, with respect to the Site or this CAFO, including but not limited to, any claim that there has been a taking of Respondent's property without compensation.

**XI. Effective Date**

65. The effective date of this CAFO shall be the date on which the CAFO is filed with the Regional Hearing Clerk.

**AGREED AND CONSENTED TO:**

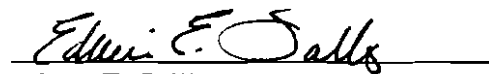
For COMPLAINANT, U.S. ENVIRONMENTAL PROTECTION AGENCY:



Thomas C. Welborn, Chief  
Wetlands, Coastal and Nonpoint Source Branch  
U.S. EPA, Region 4

Date: 9/11/08

For RESPONDENT, Green Hills Development Company, LLC:



Edwin E. Sallis  
Title: Senior Vice President

Date: 8/7/2008

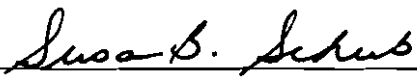
**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 4**

IN THE MATTER OF:	)	
	)	
	)	
Green Hills Development Company, LLC,	)	CONSENT AGREEMENT AND
Jackson, Mississippi,	)	FINAL ORDER
	)	
RESPONDENT.	)	Docket No.: CWA-04-2008-5507(b)
_____	)	

**FINAL ORDER**

In accordance with the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders and the Revocation, Termination or Suspension of Permits*, 40 C.F.R. Part 22, and authorities delegated to me, the forgoing Consent Agreement is hereby approved and incorporated by reference into this Final Order. Under Section 309(g)(2)(A) of the CWA, 33 U.S.C. § 1319(g)(2)(B), Respondent is hereby ordered to comply with the terms of the foregoing Consent Agreement.

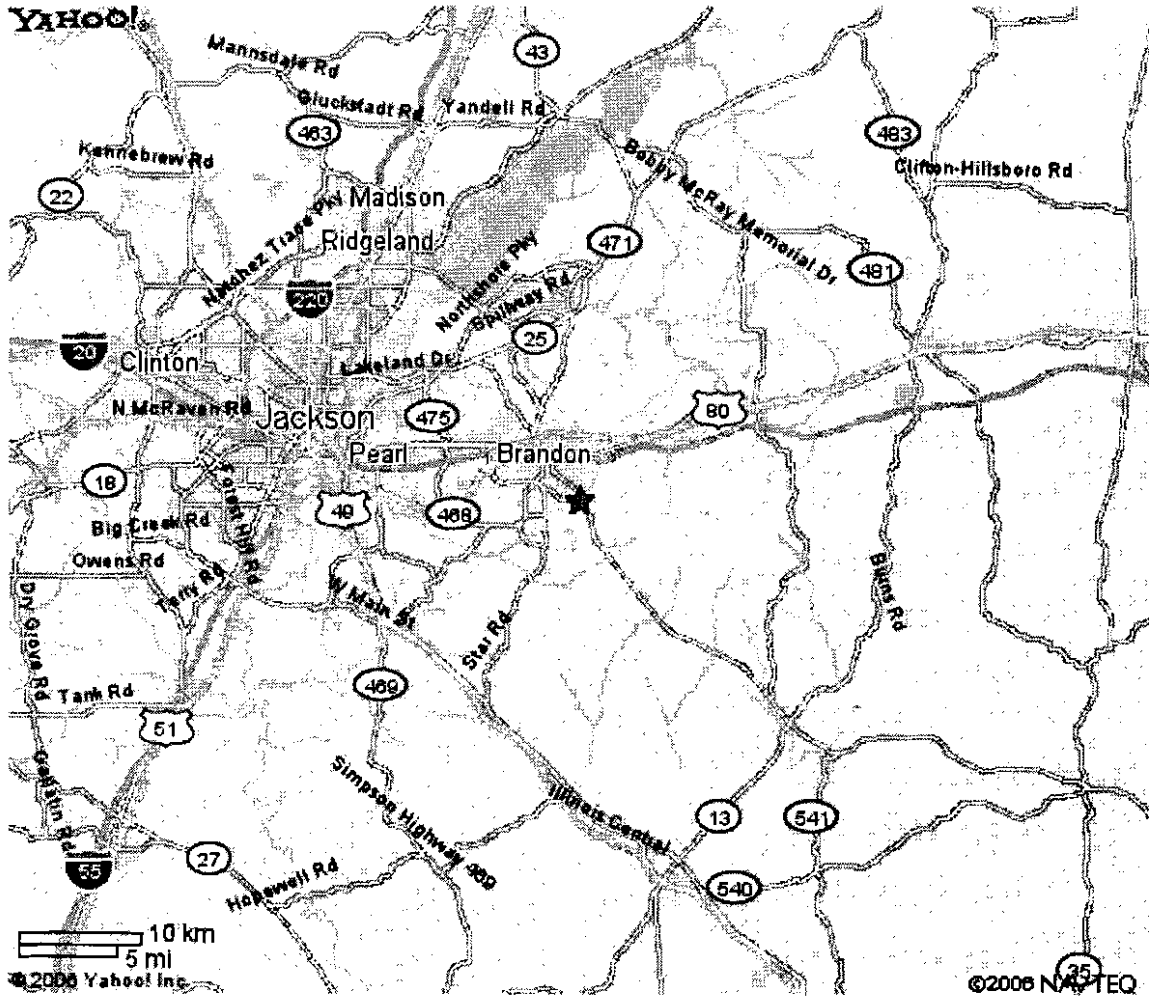
U.S. ENVIRONMENTAL PROTECTION AGENCY

  
Susan B. Schub  
Regional Judicial Officer  
U.S. EPA, Region 4

Date: Sept. 11, 2008

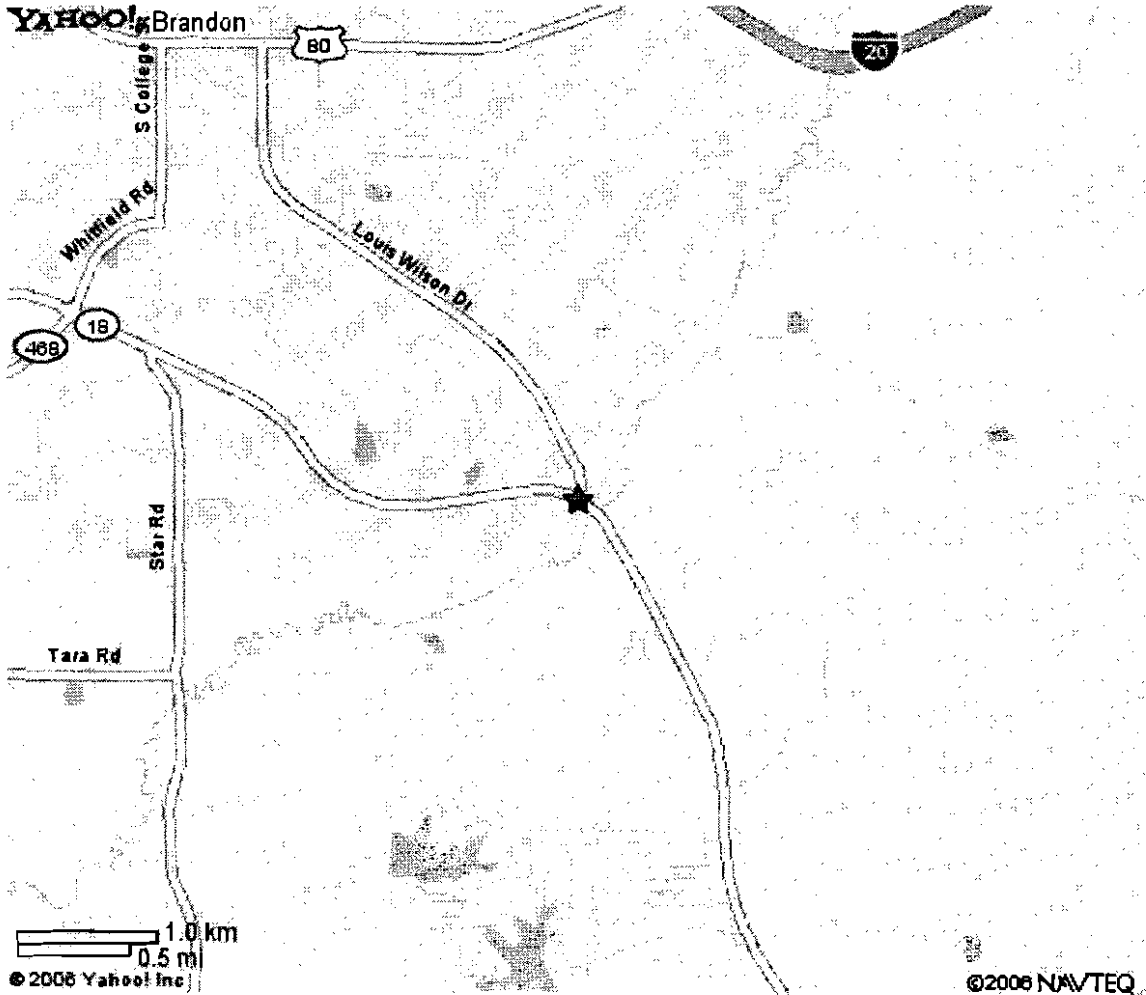
EXHIBIT "A"

Approximate Location of Green Hills Subdivision Violation  
Rankin County, Mississippi



# EXHIBIT "B"

## Approximate Location of Green Hills Subdivision Violation Rankin County, Mississippi



## Appendix 1

### **Green Hills Development Company, LLC Supplemental Environmental Project (SEP) Rankin County, Mississippi**

Green Hills Development Company, LLC (Green Hills) has agreed to complete a Supplemental Environmental Project (SEP) on an approximately 11.54 acre parcel (SEP Parcel) located adjacent to the proposed Green Hills Residential Development property and within close proximity to the Clean Water Act (CWA) violation that occurred. The SEP will be conducted in conformance with the applicable U.S. Environmental Protection Agency (EPA) policies and guidelines regarding the completion of a SEP. Green Hills will initiate the SEP as described below within 30 days of receiving a fully executed copy of the enclosed Consent Agreement and Final Order (CAFO).

The SEP includes the placement of a conservation easement on the SEP Parcel, which is located in a portion of the SE  $\frac{1}{4}$ , Section 27 and the NE  $\frac{1}{4}$ , Section 34, Township 5 North, Range 3 East, Rankin County, Mississippi, as shown on the enclosed U.S.G.S. Puckett NW, Mississippi Quadrangle Map. The conservation easement will be executed with the appropriate signatures and filed in the Chancery Clerk's office of Rankin County, Mississippi. The execution of the conservation easement will be completed by October 31, 2008. The Mississippi Land Trust will serve as the trustee for the conservation easement.

The parties agree that the SEP is intended to secure significant environmental or public health protection and improvements within the project area. The long-term protection of the SEP Parcel will help maintain a significant forested buffer area along an intermittent stream tributary of the Richland Creek drainage channel. This buffer would provide water quality functions in perpetuity to supplement those of the proposed Green Hills development.

The protection of the SEP Parcel is even more significant from an ecological standpoint because it is adjacent to the Brandon High School (BHS) site, which is located immediately to the west of the SEP Parcel. The opportunity the long-term protection this area provides to wildlife habitat is significant considering the development that has taken place in the area.

As a part of the SEP, Green Hills would build low impact walking trails and interpretive signs in the SEP Parcel that would facilitate its use as an educational area for the public. The walking trails would also connect to trails on the BHS site. In this way the area could be made available for use as an outdoor



education area for students as well. It is expected that BHS will develop trails and educational opportunities on its property. By linking the two sites, BHS will be able to make a substantial outdoor education area.

The estimated costs associated with completing the Green Hills SEP are as follows:

1. **Conservation Easement**

The costs of the Conservation Easement will include the costs of completing a Baseline Documentation Report (\$2,500.00), the legal costs associated with completing the Conservation Easement Deed of Trust (\$2,500.00) and the donation to the Mississippi Land Trust to serve as the trustee for the Conservation Easement (\$3,000.00). Total costs for all aspects would be estimated at \$8,000.00 for the Conservation Easement. The Conservation Easement process will be completed by October 31, 2008.

2. **Nature Trail**

The costs associated with the construction of the nature trail will be incurred by Green Hills for that portion of the nature trail constructed within the SEP Parcel. The interconnection with the BHS will be completed in conjunction with plans as set forward through conversations with the Rankin County School District and in compliance with construction requirements for the BHS property in association with the development of an outdoor education area. The nature trail within the SEP Parcel will also be interconnected to the walking trails that are constructed within the Green Hills development itself to provide public access to the area. The costs for constructing the nature trail and associated interconnections to the planned development and the BHS property are estimated to be in excess of \$42,000.00. This would include the design costs, under brushing and construction of the walking trail and the appropriate signage. The estimated completion date for construction of the nature trail is dependent upon the construction schedule for the planned development and the coordination with the Rankin County School District relative to the interconnection to the BHS site. Based upon seasonality, it is estimated that the nature trail construction would be completed by May 31, 2009. The design of the nature area will be completed by the Green Hills site engineers and submitted to EPA by July 1, 2008 and after coordination with the Rankin County School District has been completed.

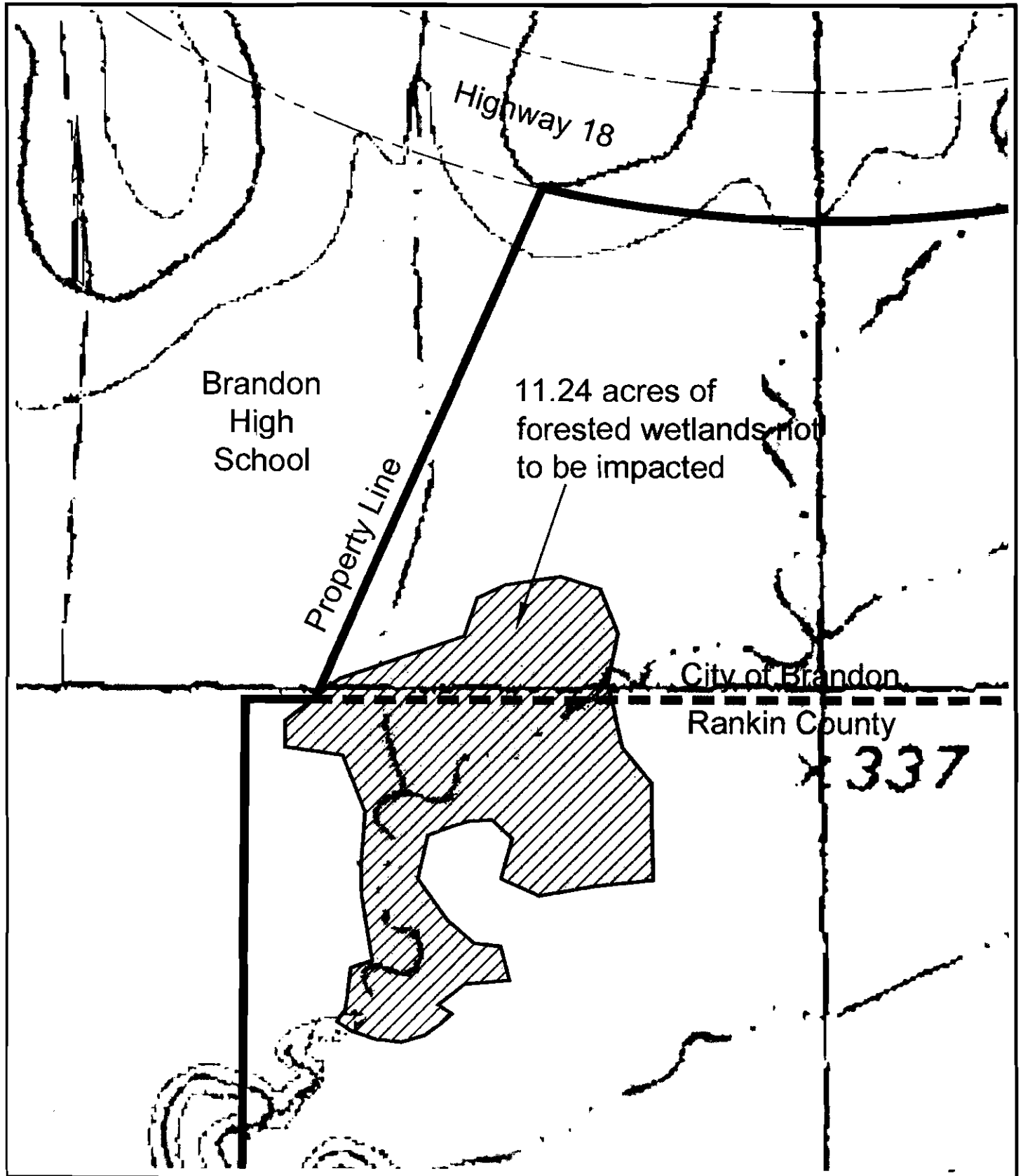
It is agreed that the SEP is in the public interest, furthers the purposes of the CWA, and is an appropriate and adequate substitute for a substantial civil penalty that would otherwise have been imposed in this Case. The total expenditure for the SEP plan shall not be less than \$20,000. It is also understood that Green Hills shall include documentation of the expenditures made in connection with the SEP as a part of the SEP Completion Report.

By signing the Consent Agreement, Green Hills certifies that, as of the date of the Consent Agreement, Green Hills is not required to perform or develop the SEP by any federal, state or local law or regulations, nor is Green Hills required to perform or develop the SEP by any other agreement, grant or as injunctive relief in this or any other Case. Green Hills further certifies that it has not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEP.

Green Hills will prepare and submit a SEP Completion Report to EPA upon completion of the SEP project. The SEP Completion Report will include: 1) a detailed description of the SEP as implemented; 2) a description of any operating problems encountered and the solutions thereto; 3) the itemized costs incurred in completing the SEP; 4) certification that the SEP has been fully implemented under the CAFO; and 5) a description of the environmental and public health benefits resulting from implementation of the SEP.

In addition to the SEP Completion Report, Green Hills will submit a SEP Periodic Report to EPA that will provide updates on the progress of the SEP implementation. The first SEP Periodic Report will be submitted following the placement of the Conservation Easement in October 2008. The second Periodic Report will be submitted to EPA by March 2009 providing the design criteria for the nature trail construction.

Green Hills agrees that failure to submit the SEP Completion Report or any Periodic Reports required herein will be deemed in violation of this CAFO and that Green Hills will become liable for stipulated penalties.



**M**  
**MENDROP-WAGES**  
 834 WILSON DRIVE  
 SUITE A  
 RIDGELAND, MS 39157  
 TEL (601) 899-5158  
 FAX (601) 899-5110

**WILDLIFE TECHNICAL SERVICES, INC.**  
  
**WILDLIFE TECHNICAL SERVICES, INC.**  
 (W.T.S.I.)

**SUPPLEMENTAL ENVIRONMENTAL PLAN AREA  
 GREEN HILLS DEVELOPMENT  
 RANKIN COUNTY, MS**

**DRAWN BY: S. WELLS**

**DATE: OCT., 2006**

**SCALE: 1" = 300'**

**Indexing Instructions: SE 1/4, Sect. 27 and the NE 1/4, Section 34,  
Township 5 North, Range 3 East**

**CONSERVATION EASEMENT**

THIS DEED OF CONSERVATION EASEMENT is given this \_\_\_\_ day of \_\_\_\_\_, 2008, by Green Hill Development Company, LLC, having an address at 125 S. Congress, Suite 1610 Jackson, Mississippi, 39206 (Grantor) to the Mississippi Land Trust whose address is P.O. Box 187, Amory, Mississippi 38821 (Grantee), pursuant to the "Mississippi Conservation Easement Act of 1986" (Miss. Code §§ 89-19-1 through 89-19-15). As used herein, the term Grantor shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the Property (as hereinafter defined) and the term Grantee shall include any successor or assignee of Grantee.

**WITNESSETH**

**WHEREAS**, pursuant to the terms and conditions of that certain Consent Agreement and Final Order entered with an effective date of \_\_\_\_\_, 2008, by the Environmental Protection Agency Region 4 ("EPA") in the matter of Green Hills Development Company, LLC Jackson, Mississippi, Docket No. CWA-04-2008-5507(b) ("CAFO"), Grantor has agreed to give this conservation easement to Grantee, along with a Third Party Right of Enforcement to the EPA, consistent with Miss. Code Ann. § 89-19-3(3); and

**WHEREAS**, Grantor is the sole owner in fee simple of certain lands situated in Rankin County, Mississippi more specifically described in Exhibit A attached hereto and incorporated herein ("Property"); and

**WHEREAS**, Grantor certifies that there are no interests in the Property that would in any manner impair and/or conflict with the interests conveyed in this conservation easement pursuant to Miss. Code Ann. § 89-19-5; and

**WHEREAS**, Grantor has agreed to complete a Supplemental Environmental Project ("SEP"), a copy of which is included in Exhibit A, affecting the Property and to grant this conservation easement as a condition of the CAFO and for the purpose of retaining, protecting, and enhancing the natural, scenic and open-space values of the Property, including the protection of natural features and resources, and the maintenance and enhancement of water quality. Specifically, this conservation easement is intended to protect and prevent adverse impacts to water quality and natural resources, such as fish,

wildlife, and wetland or other surface water functions, via the protection of a significant forested buffer area within the Richland Creek drainage basin.

**NOW THEREFORE**, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby voluntarily grants and conveys a perpetual conservation easement, for and in favor of the Grantee upon the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature and character of this conservation easement shall be as follows:

1. Purpose. The purpose of this conservation easement is to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. This conservation easement is intended to secure significant environmental or public health benefit and protection on, and surrounding, the Property. Specifically, the long-term protection of the Property will help maintain a significant forested buffer area along a tributary of the Richland Creek drainage channel. In addition, this conservation easement and the walking trails and interpretive signs to be constructed on the Property will assure the availability of the Property for educational use by students of the Brandon High School and StoneBridge Elementary School, which are adjacent or in near proximity to the Property.

2. Rights of Grantee. To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. The right to take action to preserve and protect the environmental value of the Property;

b. The right to prevent any activity on or use of the Property that is inconsistent with the purpose of this conservation easement, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity or use;

c. The right to enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this conservation easement; and

d. The right to enforce this conservation easement by injunction or proceed at law or in equity to enforce the provisions of this conservation easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities hereinafter set forth, and the right to require the then current owner of the Property,

whether Grantor, its successors or assigns, to restore such areas or features of the Property that may be damaged by any inconsistent activity or use.

3. Rights of Others. EPA shall have all the rights of Grantee under this easement. EPA shall be a party to a modification, alteration, release, or revocation of the conservation easement, and shall have the right and opportunity to review and approve as necessary any additional structures or activities that require approval by the Grantee. EPA shall be provided with a thirty day period running from the receipt of notification of such planned amendment to review and provide approval or disapproval. The Attorney General of the State of Mississippi and the Mississippi Department of Wildlife, Fisheries and Parks have automatic statutory rights of enforcement pursuant to Miss. Code Ann. § 89-19-7.

4. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this conservation easement is prohibited. Without limiting the foregoing, the following activities and uses are expressly prohibited, except for restoration, creation, enhancement, maintenance, and monitoring activities:

a. Construction or placing of structures on, above, or below the ground, including but not limited to: buildings, roads, docks, piers, boardwalks, billboards or other advertising; utilities; signs (other than those marking the conservation easement), or other structures; provided however, nature trails, walking paths and interpretive signage and other educational features may be placed on the Property consistent with the aforementioned SEP Plan.

b. Dumping or placing of soil or other substance or material as land fill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, except nuisance, invasive, exotic, or nonnative species upon prior written approval by the Grantee;

d. Planting or seeding of exotic or nuisance species or other plants that are outside their natural range or zone of dispersal and have or are able to form self-sustaining, expanding, and free-living populations in a natural community with which they have not previously associated;

e. Exploration for or extraction of oil or gas, and excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

f. Surface use except for purposes that permit the land or water area to remain in its natural condition;

g. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, dredging, and fencing (other than as might be required by the CAFO);

h. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas;

i. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites, or properties of historical, architectural, archaeological, or cultural significance; and

j. The use of off-road or all-terrain vehicles.

5. Reserved Rights. Grantor reserves to itself, its successors or assigns all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and which are not inconsistent with any federal or state law, criteria or permit, and the intent and purposes of this conservation easement. Grantor also reserves to itself, its successors or assigns the right to engage in and conduct such construction and disturbance activities as are required to construct the walking trails and interpretive signs as set forth on the Scope of Work and construction diagrams attached to the SEP, which are incorporated herein by reference and attached as Exhibit A. Construction and disturbance activities shall be limited to that which is necessary for nature trail construction and educational purposes and shall not be inconsistent with the habitat and water quality conservation purposes of this conservation easement. Grantor shall take all necessary steps to complete the construction of such public access and educational features so as not to cause or allow sedimentation of Richland Creek and/or any of its tributaries.

6. Public Access. The general public shall have the right to use the Property in any and all manners that are consistent with this conservation easement.

7. Responsibilities of Parties. Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liabilities related to the operation, upkeep, or maintenance of the Property, and Grantor does hereby indemnify and hold harmless the Grantee from same. In addition Grantee its successors or assigns, shall have no responsibility for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

8. Taxes. Grantor, its successors or assigns, shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Property, and shall furnish Grantee with satisfactory evidence of payment upon request.

9. Liability. Grantor, its successors or assigns, will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from ownership of the Property by the Grantor, its successors or assigns. Neither Grantor, its successors or assigns, nor any person or entity claiming by or through Grantor its successors or assigns, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property. Furthermore, the Grantor, its successors or assigns shall indemnify and hold harmless Grantee for all liability, any injury or damage to the person or property of third parties which may occur on the Property.

10. Hazardous Waste. Grantor covenants and represents that to the best of Grantor's knowledge no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are not now any underground storage tanks located on the Property. Grantor, its successors or assigns, further indemnify the Grantee for any and all liability arising from any subsequent placement or discovery of hazardous or toxic material on the property. In the event such material is discovered, Grantor, its successors or assigns, shall be responsible for the removal of the materials following coordination and written approval of the Grantee.

11. Enforcement Discretion. Enforcement of the terms, provisions and restrictions of this conservation easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights. Any costs incurred by Grantee in successfully enforcing the terms of this conservation easement against Grantor, its successors or assigns, including, without limitation, any costs of restoration necessitated by the acts or omissions of Grantor, its successors or assigns in violation of the terms of this conservation easement, shall be borne by the party in position as the Grantor at that time, whether it be the original Grantor, its successors or assigns.

12. Venue and Enforcement Costs. Venue to enforce the terms of this conservation easement shall be in Rankin County, Mississippi. In the event the U.S. Environmental Protection Agency takes enforcement action, venue shall be in a state or federal court of competent jurisdiction. If the Grantee prevails in an enforcement action, it shall be entitled to recover the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of the conservation easement or to the vegetative and hydrologic condition required by the aforementioned Consent Decree.

13. Assignment of Rights. Grantee agrees to hold this conservation easement exclusively for conservation purposes and that it will not assign its rights and obligations under this conservation easement except to another organization or governmental body qualified pursuant to Miss. Code. Ann. § 89-19-3, and other subsequent and/or applicable Mississippi law.



14. Recording in Land Records. Grantor agrees to record this conservation easement and any amendments hereto in a timely fashion in the Official Records of Rankin County, Mississippi. Grantor shall pay all recording costs and taxes necessary to record this conservation easement in the public records. Pursuant to Miss Code Ann. §89-19-15, the Chancery Clerk of Rankin County Mississippi is required to send certified copies, as well as notice of the date and place of recordation of this conservation easement, to the Attorney General of the State of Mississippi and the Mississippi Department of Wildlife, Fisheries and Parks.

15. Successors. The covenants, terms, conditions and restrictions of this conservation easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

16. Notices. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

17. Subsequent Deeds. Grantor shall insert the terms and restrictions of this conservation easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least ten (10) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this conservation easement or limit its enforceability in any way.

18. Severability. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement shall not be affected thereby, as long as the purpose of the conservation easement is preserved.

19. Alteration or Revocation. This conservation easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, after notice to the EPA and any other parties with third party rights of enforcement, and providing such third parties an opportunity for review and approval within thirty (30) days of the notice. Any alterations or revocations must be filed in the public records in Rankin County, Mississippi.

20. Controlling Law. The interpretation and performance of this conservation easement shall be governed by the laws of the State of Mississippi, including, without limitation, the "Mississippi Conservation Easement Act of 1986" as codified in Miss. Code §§ 89-19-1 through 89-19-15.

21. Acts Beyond Grantor's Control. Nothing in this conservation easement shall be construed to entitle Grantee to bring any action against Grantor, its successor or assigns for any injury to or change in the property resulting from natural causes beyond the control of Grantor, its successors or assigns, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

22. Merger. The Parties agree, and Miss. Code Ann. § 89-19-5(5) provides, that the terms of this conservation easement shall survive any merger of the fee and easement interests in the Property.

23. Limitation on Federal Tax Deduction. For federal income tax purposes, Grantor may neither capitalize into inventory or basis nor deduct any costs or expenditures incurred with respect to this conservation easement.

**TO HAVE AND TO HOLD** unto Grantee forever. The covenants, terms, conditions, restrictions and purpose imposed with this conservation easement shall be binding upon Grantor, its successors or assigns and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Property in fee simple; that there are no interests in the Property that would in any manner impair and/or conflict with the interests conveyed in this conservation easement pursuant to Miss. Code Ann. § 89-19-5; that Grantor has good right and lawful authority to convey this conservation easement; and that it hereby fully warrants and defends the title to the conservation easement hereby conveyed against the lawful claims of all person whomsoever.

**IN WITNESS WHEREOF**, the Grantor has executed this Conservation Easement on the day and year first above written.

**GRANTOR:**

**GREEN HILLS DEVELOPMENT COMPANY LLC**  
A Mississippi Limited Liability Company

By: \_\_\_\_\_  
Edwin Sallis, Senior Vice President

**STATE OF MISSISSIPPI**  
**COUNTY OF RANKIN**

PERSONALLY appeared before me, the undersigned authority in and for the

county and state aforesaid, the within named **EDWIN SALLIS**, who acknowledged to me that he is the Senior Vice President of **GREEN HILLS DEVELOPMENT COMPANY, LLC**, and who acknowledged that he signed and delivered the above and foregoing instrument on the date and year therein mentioned, for and on behalf of said limited liability company after first having been duly authorized so to do.

GIVEN under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

**GRANTEE:**

**MISSISSIPPI LAND TRUST**

A Mississippi Non-Profit Corporation Company

By: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF MISSISSIPPI**  
**COUNTY OF \_\_\_\_\_**

PERSONALLY appeared before me, the undersigned authority in and of the said County and State, on this \_\_\_\_ day of \_\_\_\_\_ 2008, within my jurisdiction the within named \_\_\_\_\_, who acknowledged that (s) he executed the above and foregoing instrument as such trustee, being duly authorized so to do. And the said Grantee acting as aforesaid, declared unto me, Notary, that for, on behalf of, and in the name of said corporation, he hereby accepts that certain Conservation Easement from Green Hills Development Company, LLC to said corporation, dated the \_\_\_\_ day of \_\_\_\_\_, 2008.

GIVEN under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 4

IN THE MATTER OF: )  
)  
)  
Green Hills Development Company, LLC, ) CONSENT AGREEMENT AND  
Jackson, Mississippi, ) FINAL ORDER  
)  
RESPONDENT. ) Docket No.: CWA-04-2008-5507(b)  
\_\_\_\_\_ )

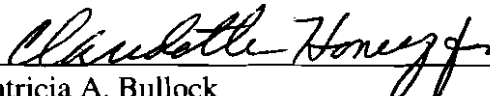
**CERTIFICATE OF SERVICE**

I hereby certify that on the date set out below, I filed the original and one copy of the foregoing **CONSENT AGREEMENT AND FINAL ORDER** and served a true and correct copy of the foregoing **CONSENT AGREEMENT AND FINAL ORDER** in the Matter of: Green Hills Development Company, LLC, Docket No. CWA-04-2008-5507(b), to the addresses listed below.

By EPA's internal mail: Susan Hansen  
Associate Regional Counsel  
U.S. EPA, Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303

By Certified Mail,  
Return Receipt Requested: Edwin E. Sallis  
Senior Vice President  
Green Hills Development Company, LLC  
c/o Mr. Michael A. Akers  
Akers and Bobo  
20 Eastgate Drive, Suite D  
Brandon, Mississippi 39043

Date: 9/11/08

  
Patricia A. Bullock  
Regional Hearing Clerk  
U.S. EPA, Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-9511

EPA ACCOUNTS RECEIVABLE CONTROL NUMBER FORM

TO BE COMPLETE BY ORIGINATING OFFICE:

(attach a copy of the final order and transmittal letter to Defendant/Respondent)

This form was originated by: Stephanie Fulton 07/23/08
[Name] [Date]

in the Wetlands Regulatory Section at 404-562-9413
[Office] [Telephone Number]

- Non-SF Judicial Order/Consent Decree. USAO COLLECTS.
SF Judicial Order/Consent Decree. FMS COLLECTS.
This is an original debt.
Administrative Order/Consent Agreement. FMS COLLECTS PAYMENT.
Other Receivables
This is a modification.

PAYEE: Green Hills Development Company, LLC
[Name of person and/or Company/Municipality making the Payment]

The Total Dollar Amount of Receivable: \$5,400
[If in installments, attach schedule of amounts and respective due dates]

The Case Docket Number: CWA-04-2008-5507(b)

The Site-Specific Superfund (SF) Account Number:

The Designated Regional/Headquarters Program Office: EPA Region 4 Wetlands Regulatory Section

TO BE COMPLETED BY LOCAL FINANCIAL MANAGEMENT SECTION:

The IFMS Accounts Receivable Control Number is: Dafa

If you have any questions call: in the Financial Management Section,

Telephone Number: COMMERCIAL

DISTRIBUTION:

A. JUDICIAL ORDERS: Copies of this form with an attached copy of the front page of the FINAL JUDICIAL ORDER should be mailed to:

- 1. Debt Tracking Officer Environmental Enforcement Section Department of Justice/RH 1647 P.O. BOX 7611, Benjamin Franklin Station Washington, DC 20044
2. Originating Office (ORC)
3. Designated Program Office

B. ADMINISTRATIVE ORDERS: Copies of this form with an attached copy of the front page of the ADMINISTRATIVE ORDER should be sent to:

- 1. Originating Office
2. Designated Program Office
3. Regional Hearing Clerk
4. Regional Counsel

EPA ACCOUNTS RECEIVABLE CONTROL NUMBER FORM  
PROGRAM SPECIFIC INFORMATION

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Case Docket Control Number: CWA-04-2008-5507(b)

Total Amount Due: \$5,400

Full payment due 30 days after issuance date of \_\_\_\_\_

Installment payments to be paid:

Amount Due:

Date Due: