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April 1, 2011

**Via Express Mail, Return Receipt Requested**

Regional Hearing Clerk (6RC-D)  
U.S. EPA, Region 6  
1445 Ross Avenue, Suite 1200  
Dallas, Texas 75202-2733

**IN RE: CENTENNIAL CONTRACTORS ENTERPRISES, INC.  
Answer to Administrative Complaint  
Docket Number CWA-06-2010-1921**


To Whom It May Concern:

For the above referenced matter, I have enclosed an original and two copies of the *Answer to Administrative Complaint and Request for Hearing*. Please file the original and one copy of the Answer in your case record and please return a file-stamped copy to our office in the enclosed, self-addressed, stamped envelope.

Thank you for your assistance.

Sincerely,

**CENTENNIAL CONTRACTORS ENTERPRISES, INC.**  
***"Delivering Solutions, Building Relationships"®***



Thomas W. Julian Jr., P.E.  
Attorney-at-Law  
Legal Counsel

Enclosure

cc: Shannon Vallance Griffo, Esq., EPA Office of Regional Counsel  
Tracy Kerns, Centennial  
File



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 6

FILED  
2011 APR -5 PM 2: 58

REGIONAL HEARING CLERK  
EPA REGION VI

\_\_\_\_\_  
IN THE MATTER OF: )

CENTENNIAL CONTRACTORS )  
ENTERPRISES, INC. )  
11111 Sunset Hills Road, Suite 350 )  
Reston, Virginia 20190 )  
\_\_\_\_\_ )

) Docket No. CWA-06-2010-1921

) Proceeding to Assess a Civil Penalty  
) under Section 309(g) of the Clean Water Act

) ANSWER TO ADMINISTRATIVE  
) COMPLAINT AND REQUEST FOR  
) HEARING  
)

**ANSWER**

The Respondent, Centennial Contractors Enterprises, Inc. ("Centennial") hereby submits its Answer to the Administrative Complaint filed in the Proceeding to Assess a Civil Penalty under Section 309(g) of the Clean Water Act (the "Complaint") filed by the U.S. Environmental Protection Agency (the "EPA").

Centennial received the complaint on January 24, 2011. On February 28, 2011, a Regional Judicial Officer for Region 6 granted an Unopposed Motion for Extension of Time to File Answer extending the time to file this Answer until March 21, 2011. On March 22, 2011, a Regional Judicial Officer for Region 6 granted an Unopposed Motion for Extension of Time to File Answer extending the time to file this Answer until April 1, 2011. Therefore, Centennial timely submits this Answer to the corresponding numbered allegations as follows:

**I. STATUTORY AUTHORITY**

This unnumbered allegation does not state factual allegations, but only the Complainant's legal conclusions, to which no answer is required. Centennial reserves the right to challenge any incorrect legal conclusions later, whether in this Answer or at any other time in this Proceeding. To the extent that this allegation is deemed to state factual allegations, Centennial has

insufficient knowledge to admit or deny such factual allegations so they are deemed denied pursuant to 40 C.F.R. § 22.15(b).

## **II. FINDINGS OF FACT AND CONCLUSIONS OF LAW**

1. Admitted.

2. Admitted.

3. Allegation 3 does not state factual allegations, but only Complainant's legal conclusions, to which no answer is required. Centennial reserves the right to challenge any incorrect legal conclusions later, whether in this Answer or at any other time in this Proceeding. To the extent that this allegation is deemed to state factual allegations, Centennial has insufficient knowledge to admit or deny such factual allegations so they are deemed denied pursuant to 40 C.F.R. § 22.15(b).

4. Allegation 4 does not state factual allegations, but only Complainant's legal conclusions, to which no answer is required. Centennial reserves the right to challenge any incorrect legal conclusions, whether in this Answer or at any other time in this Proceeding. To the extent that this allegation is deemed to state factual allegations, Centennial has insufficient knowledge to admit or deny such factual allegations so they are deemed denied pursuant to 40 C.F.R. § 22.15(b).

5. Allegation 5 does not state factual allegations, but only Complainant's legal conclusions, to which no answer is required. To the extent an answer is required, Centennial states that the cited provision of the law speaks for itself. To the extent that Complainant's paraphrasing differs from the cited provision, the Allegation is denied.

6. Allegation 6 does not state factual allegations, but only Complainant's legal conclusions, to which no answer is required. To the extent an answer is required, Centennial

states that the cited provision of the law speaks for itself. To the extent that Complainant's paraphrasing differs from the cited provision, the Allegation is denied.

7. Allegation 7 does not state factual allegations, but only Complainant's legal conclusions, to which no answer is required. To the extent an answer is required, Centennial states that the cited provision of the law speaks for itself. To the extent that Complainant's paraphrasing differs from the cited provision, the Allegation is denied.

8. Allegation 8 does not state factual allegations, but only Complainant's legal conclusions, to which no answer is required. To the extent an answer is required, Centennial states that the cited provision of the law speaks for itself. To the extent that Complainant's paraphrasing differs from the cited provision, the Allegation is denied.

9. Allegation 9 does not state factual allegations, but only Complainant's legal conclusions, to which no answer is required. To the extent an answer is required, Centennial states that the cited provision of the law speaks for itself. To the extent that this allegation is deemed to state factual allegations, Centennial has insufficient knowledge to admit or deny such factual allegations so they are deemed denied pursuant to 40 C.F.R. § 22.15(b).

10. Allegation 10 does not state factual allegations, but only Complainant's legal conclusions, to which no answer is required. Centennial admits only that, on September 25, 2009, it applied for permit coverage under the Construction General Permit (CGP) issued by the Texas Commission on Environmental Quality ("TCEQ") by submitting a Notice of Intent (NOI) for Storm Water Discharges Associated with Construction Activity under TPDES General Permit TXR150000. Centennial further admits only that TCEQ provided an Acknowledgement Certificate to Centennial on October 20, 2009.

11. (a) Allegation 11(a) does not state factual allegations, but only Complainant's legal conclusions, to which no answer is required. Centennial reserves the right to challenge any incorrect legal conclusions later, whether in this Answer or at any other time in this Proceeding. Centennial admits only that the Notice of Intent and the Site Notice were not posted at the entrance to the construction site at the time of the Compliance Evaluation Inspection.

(b) Allegation 11(b) does not state factual allegations, but only Complainant's legal conclusions, to which no answer is required. Centennial reserves the right to challenge any incorrect legal conclusions later, whether in this Answer or at any other time in this Proceeding. Centennial denies that the person conducting the storm water inspections at the site was not knowledgeable about the requirements of the permit. Centennial admits only that the Storm Water Pollution Prevention Plan ("SWPPP") did not, at the time of the inspection, identify the person(s) responsible for conducting the inspection and failed to list their qualifications. To the extent that this allegation is deemed to state further factual allegations, Centennial has insufficient knowledge to admit or deny such factual allegations so they are deemed denied pursuant to 40 C.F.R. § 22.15(b).

(c) Allegation 11(c) does not state factual allegations, but only Complainant's legal conclusions, to which no answer is required. Centennial reserves the right to challenge any incorrect legal conclusions later, whether in this Answer or at any other time in this Proceeding. Centennial admits only that the installation of the Best Management Practices ("BMPs") did not entirely match the SWPPP, at the time of the inspection. Centennial denies it did not properly maintain those that were installed. Centennial further denies that it failed to revise or update the SWPP and site map to reflect the onsite BMPs. To the extent that this allegation is deemed to

state further factual allegations, Centennial has insufficient knowledge to admit or deny such factual allegations so they are deemed denied pursuant to 40 C.F.R. § 22.15(b).

(d) Allegation 11(d) does not state factual allegations, but only Complainant's legal conclusions, to which no answer is required. Centennial reserves the right to challenge any incorrect legal conclusions later, whether in this Answer or at any other time in this Proceeding. Centennial admits only that a segment of silt fence along the eastern side of the site was not, at the time of the inspection, installed 6" into the soil. Centennial further admits only that two gaps were present, at the time of the inspection, in the silt fence. Centennial admits only that disturbance at the site commenced after October 20, 2009. To the extent that this allegation is deemed to state further factual allegations, Centennial has insufficient knowledge to admit or deny such factual allegations so they are deemed denied pursuant to 40 C.F.R. § 22.15(b).

(e) Allegation 11(e) does not state factual allegations, but only Complainant's legal conclusions, to which no answer is required. Centennial reserves the right to challenge any incorrect legal conclusions later, whether in this Answer or at any other time in this Proceeding. Centennial admits only that concrete washout area contained concrete liquid at the time of the inspection. To the extent that this allegation is deemed to state further factual allegations, Centennial has insufficient knowledge to admit or deny such factual allegations so they are deemed denied pursuant to 40 C.F.R. § 22.15(b).

(f) Allegation 11(f) does not state factual allegations, but only Complainant's legal conclusions, to which no answer is required. Centennial reserves the right to challenge any incorrect legal conclusions later, whether in this Answer or at any other time in this Proceeding. Centennial admits only that disturbance at the site commenced after October 20, 2009. Centennial further admits only that construction at the site terminated on November 17, 2010

after the site was stabilized. To the extent that this allegation is deemed to state further factual allegations, Centennial has insufficient knowledge to admit or deny such factual allegations so they are deemed denied pursuant to 40 C.F.R. § 22.15(b).

12. Allegation 12 does not state factual allegations, but only Complainant's legal conclusions, to which no answer is required. Centennial reserves the right to challenge any incorrect legal conclusions later, whether later in this Answer or at any other time in this Proceeding. To the extent that this allegation is deemed to state factual allegations, Centennial has insufficient knowledge to admit or deny such factual allegations so they are deemed denied pursuant to 40 C.F.R. § 22.15(b).

13. Allegation 13 does not state factual allegations, but only Complainant's legal conclusions, to which no answer is required. To the extent an answer is required, Centennial states that the cited provision of the law speaks for itself. To the extent that Complainant's paraphrasing differs from the cited provision, the Allegation is denied. Centennial is challenging the proposed violation and penalty.

14. Centennial has insufficient knowledge to admit or deny this allegation so it is deemed denied pursuant to 40 C.F.R. § 22.15(b).

15. Centennial has insufficient knowledge to admit or deny this allegation so it is deemed denied pursuant to 40 C.F.R. § 22.15(b).

### **III. PROPOSED PENALTY**

16. Allegation 16 does not state factual allegations, but only Complainant's legal conclusions, to which no answer is required. Centennial reserves the right to challenge any incorrect legal conclusions later, whether in this Answer or at any other time in this Proceeding. To the extent that this allegation is deemed to state factual allegations, Centennial has



insufficient knowledge to admit or deny such factual allegations so they are deemed denied pursuant to 40 C.F.R. § 22.15(b). The Complainant has provided no rationale or explanation of how it developed or justified its proposed penalty under the requirements of Section 309(g) of the Act, 33 U.S.C. § 1319(g). Centennial requests that it be provided such rationale during this proceeding and reserves the right to challenge any incorrect conclusions and provide counter arguments after review of the Complainant's rationale.

17. Allegation 17 does not state factual allegations, but only Complainant's legal conclusions, to which no answer is required. Centennial reserves the right to challenge any incorrect legal conclusions later, whether later in this Answer or at any other time in this Proceeding. To the extent that this allegation is deemed to state factual allegations, Centennial has insufficient knowledge to admit or deny such factual allegations so they are deemed denied pursuant to 40 C.F.R. § 22.15(b).

#### **IV. FAILURE TO FILE AN ANSWER**

18. – 22. Allegation 18, 19, 20, 21, and 22 do not state factual allegations, but only Complainant's legal conclusions, to which no answer is required. To the extent an answer is required, Centennial states that the cited provisions of the law and Rules speak for themselves. To the extent that Complainant's paraphrasing differs from the cited provision, the Allegation is denied.

#### **V. NOTICE OF OPPORTUNITY TO REQUEST A HEARING**

23. – 25. Centennial hereby requests a hearing to challenge the allegations contained in the Complaint and contest the appropriateness of the proposed penalty.

**VI. SETTLEMENT**

26. – 27. Centennial has engaged and continues to engage informal discussions in pursuit of settlement without a formal Hearing. Centennial will continue discussions with Mr. Everett H. Spencer and Shannon Vallance Griffo, Esq. with the goal of resolving this matter. If settlement can be reached within a reasonable time, Centennial will withdraw its request for a Hearing.

28. Allegation 28 does not state factual allegations, but only Complainant's legal conclusions, to which no answer is required. Centennial reserves the right to challenge any incorrect legal conclusions at any other time in this Proceeding.

CENTENNIAL CONTRACTORS  
ENTERPRISES, INC.

By: 

Thomas W. Julian Jr.  
Virginia State Bar No: 75056

Its: Attorney

1111 Sunset Hills Road, Suite 350  
Reston, Virginia 20190  
Phone: (703) 885-4622  
Email: tjulian@cce-inc.com

**CERTIFICATE OF SERVICE**

I certify that on April 1, 2011, I sent, by Express Mail through the U.S. Postal Service the Answer and Request for Hearing to the following:

**Regional Hearing Clerk (6RC-D)**  
U.S. EPA, Region 6  
1445 Ross Avenue, Suite 1200  
Dallas, Texas 75202-2733

Tracking Number: EO 050 709 027 US

And,

**Shannon Vallance Griffo, Esq. (6RC-EW)**  
U.S. EPA, Region 6  
1445 Ross Avenue, Suite 1200  
Dallas, Texas 75202-2733

Tracking Number: EO 050 709 044 US

By:



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