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**U.S. EPA REGION 1  
ACTION AGENCY  
HEARING CLERK**

## **CONSENT AGREEMENT AND FINAL ORDER**

The U.S. Environmental Protection Agency (“EPA”), Region 1 (“Complainant”) alleges that ReArch Company, Inc. (“Respondent”) violated Section 409 of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2689, and the federal regulations promulgated thereunder set forth at 40 C.F.R. Part 745, Subpart E, as amended (the “Renovation, Repair and Painting Rule” or “RRP Rule”).

This Consent Agreement and Final Order (“CAFO”) simultaneously commences and concludes the cause of action described herein, pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a) and 40 C.F.R. §§ 22.13(b) and 22.18(b) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (“Consolidated Rules of Practice”), at 40 C.F.R. Part 22. Complainant and Respondent (collectively, the “Parties”) agree that settlement of this matter is in the public interest and that entry of this CAFO without litigation is the most appropriate means of resolving this matter.

*In the matter of ReArch Company, Inc.*  
Docket No. TSCA-01-2026-0012  
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## **I. STATUTORY AND REGULATORY AUTHORITY**

1. In 1992, Congress passed the Residential Lead-Based Paint Hazard Reduction Act (the “Act”) in response to findings that “pre-1980 American housing stock contains more than 3,000,000 tons of lead in the form of lead-based paint” and that dust from this lead paint creates significant health problems for children. 45 U.S.C. § 4851. The Act added a new section to TSCA entitled *Subchapter IV – Lead Exposure Reduction* (TSCA Sections 401-412, 15 U.S.C. §§ 2681-2692) to, among other purposes, ensure that “the existence of lead-based paint hazards is taken into account in... [the] renovation of homes and apartments.” 45 U.S.C. § 4851a (4).

2. In 1998, EPA promulgated regulations to implement Section 406(b) of TSCA (*Lead Hazard Information Pamphlet – Renovation of Target Housing*), 15 U.S.C. § 2686(b), and those regulations are set forth at 40 C.F.R. Part 745, Subpart E (commonly referred to as the “Pre-Renovation Education Rule” or “PRE Rule”).

3. In 2008, EPA promulgated regulations to implement Section 402(c)(3) of TSCA [*Lead-Based Paint Activities Training and Certification – Renovation and Remodeling – Certification Determination*], 15 U.S.C. § 2682(c)(3), by amending both the PRE Rule at 40 C.F.R. Part 745, Subparts E and L, comprehensively referred to as the “RRP Rule.” As further described below, the RRP Rule sets forth procedures and requirements for, among other things, renovator and renovator firm certifications, records retention, and work practices for renovation, repair, and painting activities in “target housing” and child-occupied facilities, and the establishment and retention of records to document compliance.

4. “Target housing” is “any housing constructed prior to 1978, except housing for the elderly or persons with disabilities or any 0-bedroom dwelling (unless any child who is less

than 6 years of age resides or is expected to reside in such housing).” 15 U.S.C. § 2681(17).

5. A “renovator” is “an individual who either performs or directs workers who perform renovations.” A “certified renovator” is “a renovator who has successfully completed a renovator course accredited by EPA or an EPA-authorized State or Tribal program.” 40 C.F.R. § 745.83.

6. A “firm” is 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.” 40 C.F.R. § 745.83.

7. “Renovation” is “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, and surface preparation activity such as sanding, scraping, or other such activities that may generate paint dust); the removal of building components (e.g., walls, ceilings, plumbing, windows); weatherization projects (e.g., cutting holes in painted surfaces to install blown-in insulation or to gain access to attics, planing thresholds to install weather-stripping), and interim controls that disturb painted surfaces. A renovation performed for the purpose of converting a building, or part of a building, into target housing or a child-occupied facility is a renovation under this subpart. The term renovation does not include minor repair and maintenance activities.” 40 C.F.R. § 745.83.

8. “Minor repair and maintenance activities” means “activities, including minor heating, ventilation or air conditioning work, electrical work, and plumbing, that disrupt 6 square

feet or less of painted surface per room for interior activities or 20 square feet or less of painted surface for exterior activities where none of the work practices prohibited or restricted by § 745.85(a)(3) are used and where the work does not involve window replacement or demolition of painted surface areas. When removing painted components, or portions of painted components, the entire surface area removed is the amount of painted surface disturbed. Jobs, other than emergency renovations, performed in the same room within the same 30 days must be considered the same job for the purpose of determining whether the job is a minor repair and maintenance activity.” 40 C.F.R. § 745.83.

9. Except in specific circumstances not relevant to Respondent or the violations alleged in this CAFO, firms renovating target housing for compensation must, among other requirements:

- i. Cover floor surfaces with taped-down plastic sheeting or other impermeable material in the work area 6 feet beyond the perimeter of surfaces undergoing renovation or a sufficient distance to contain the dust, whichever is greater;
- ii. Ensure that signs are posted clearly defining the work area and warning occupants and other persons not involved in renovation activities to remain outside of the work area in the primary language of the occupants to the extent practicable;
- iii. Retain records demonstrating compliance with the requirements of the RRP Rule for a period of three years following completion of the renovation; and
- iv. Ensure that waste collected from renovation activities is stored under containment, in an enclosure, or behind a barrier that prevents release of dust

and debris out of the work area and prevents access to dust and debris at the conclusion of each workday.

*See 40 C.F.R. §§ 745.85(a)(1), 745.85(a)(2)(i)(D), 745.85(a)(4)(ii), 745.89 (d)(3) and 745.86(a).*

10. It is unlawful for any person to fail to comply with these or any other rules issued under Subchapter IV of TSCA. 15 U.S.C § 2689. *See also* 40 C.F.R. §§ 745.87(a), (b).

11. TSCA Section 16(a) authorizes the assessment of a civil penalty of up to \$37,500 for each violation of Section 409 of TSCA. *See also* 40 C.F.R. § 745.87(d). This amount was amended by the Debt Collection Improvement Act of 1996, the Federal Civil Penalties Inflation Adjustment Act of 1990 (“FCPIAA”), as amended by the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015 and the FCPIAA’s implementing regulations, promulgated and updated by EPA at 40 C.F.R. Part 19 (most recently at 90 Fed. Reg. 1377 (January 8, 2025), which together authorize the assessment of civil administrative penalties of up to \$49,772 for violations that occur after November 2, 2015, for which a penalty is assessed on or after January 8, 2025.

## **II. GENERAL ALLEGATIONS**

12. Respondent is a Vermont corporation with its principal office located at 88 Technology Parkway, Suite 2, in South Burlington, Vermont. Respondent conducts construction management, general contracting, design-build, development, and property management in Vermont and New Hampshire.

13. Thus, Respondent is a “firm,” as defined by 40 C.F.R. § 745.83, and a “person” as defined by the same.

14. At times relevant to this CAFO, Respondent, as the general contractor, converted

Dexter Richard & Sons Mill (“Newport Mill”), a mill building constructed in 1905 and located at 169 Sunapee St., Newport, New Hampshire, to 70 residential units on behalf of DRSWM Limited Partnership of New Hampshire. Respondent hired certified subcontractors to perform utility and window installation work, among other construction activities, at the vacant Newport Mill building, that constituted “renovations” as defined in 40 C.F.R. § 745.83.

15. Respondent performed these “renovations for compensation” as defined in 40 C.F.R. § 745.83.

16. On February 4, 2025, EPA representatives conducted an inspection of Respondent at the Newport Mill to determine Respondent’s compliance with the RRP Rule (the “Inspection”).

17. At the time of the Inspection, while work was still being performed at the site described in paragraph 14 above, there were no signs posted clearly defining the work area and the work area’s floor surfaces were not covered with taped-down plastic sheeting or other impermeable material, pursuant to the RRP Rule.

18. The renovation described in paragraph 14 above, did not constitute minor repair or maintenance activities, or emergency repairs. *See* 40 C.F.R. § 745.82(b).

19. The property being converted to residential housing described in paragraph 14 above, was built before 1978, and thus, qualifies as “target housing.” 15 U.S.C. § 2681(17); 40 C.F.R. § 745.103. The Newport Mill does not satisfy the requirements for an exemption from the definition of target housing apart from any zero-bedroom dwelling within. *See* 40 C.F.R. § 745.103.

### III. VIOLATIONS

20. EPA alleges the following violations of TSCA and the RRP Rule based on information received during EPA's Inspection and other information received by EPA.

21. Each of the four violations alleged below is a violation for which penalties may be assessed pursuant to 15 U.S.C. § 2615.

**COUNT ONE: FAILURE TO COVER FLOORS WITH PLASTIC SHEETING**

22. Paragraphs 1 through 21 above, are incorporated by reference as if fully set forth herein.

23. Pursuant to 40 C.F.R. § 745.89(d)(3), firms performing renovations must ensure that all renovations performed by the firm are performed in accordance with the work practice requirements in § 745.85. Pursuant to 40 C.F.R. § 745.85(a)(2)(i)(D), the renovation firm, before beginning the renovation, must cover the floor surface, including installed carpet, with taped-down plastic sheeting or other impermeable material in the work area 6 feet beyond the perimeter of surfaces undergoing renovation or a sufficient distance to contain the dust, whichever is greater.

24. At the time of EPA's Inspection, Respondent had not ensured its certified subcontractors covered the work area's floor surfaces with taped-down plastic sheeting or other impermeable material.

25. Thus, Respondent failed to ensure that the work area's floor surfaces were covered with taped-down plastic sheeting or other impermeable material, in violation of 40 C.F.R. § 745.89(d)(3) and 40 C.F.R. § 745.85(a)(2)(i)(D).

## **COUNT TWO: FAILURE TO POST WORKSITE WARNING SIGNS**

26. Paragraphs 1 through 25, above, are incorporated by reference as if fully set forth herein.

27. Pursuant to 40 C.F.R. § 745.89(d)(3), firms performing renovations must ensure that all renovations performed by the firm are performed in accordance with the work practice requirements of 40 C.F.R. § 745.85. Pursuant to 40 C.F.R. § 745.85(a)(1), firms performing renovations must post signs clearly defining the work area and warning occupants and other persons not involved in renovation activities to remain outside of the work area; the signs must be in the primary language of the occupants to the extent practicable; these signs must be posted before beginning the renovation; and the signs must remain in place and readable until the renovation and the post-renovation cleaning verification have been completed.

28. At the time of EPA's Inspection, there were no worksite warning signs clearly defining the work area for the renovation described in paragraph 14 above.

29. Thus, Respondent failed to ensure that warning signs were posted clearly defining the work area, in violation of 40 C.F.R. § 745.89(d)(3) and 40 C.F.R. § 745.85(a)(1).

## **COUNT THREE: FAILURE TO KEEP NECESSARY RECORDS**

30. Paragraphs 1 through 29 above, are incorporated by reference as if fully set forth herein.

31. Pursuant to 40 C.F.R. § 745.86(a), firms performing renovations on target housing must retain records necessary to demonstrate compliance with the RRP Rule for a period of three years following the completion of the renovations. The requirements for the required records are listed in 40 C.F.R. § 745.86(b).

32. At the time of the Inspection, Respondent had not retained the required records to document its compliance with the RRP Rule with respect to the renovations described in paragraph 14 above.

33. Thus, Respondent failed to retain records for renovations performed at target housing, in violation of 40 C.F.R. § 745.86(a).

**COUNT FOUR: FAILURE TO CONTAIN RENOVATION DUST AND DEBRIS**

34. Paragraphs 1 through 33 above are incorporated by reference as if fully set forth herein.

35. Pursuant to 40 C.F.R. § 745.89(d)(3), firms performing renovations must ensure that all renovations performed by the firm are performed in accordance with the work practice requirements of 40 C.F.R. § 745.85. Pursuant to 40 C.F.R. § 745.85(a)(4)(ii), at the conclusion of each workday, firms performing renovations on target housing must ensure that waste collected from renovation activities is stored under containment, in an enclosure, or behind a barrier that prevents release of dust and debris out of the work area and prevents access to dust and debris.

36. Dust and debris from the renovation activities, described in paragraph 14 above, were not contained and were visibly present around the worksite during EPA's Inspection on February 4, 2025.

37. Accordingly, Respondent failed to ensure that at the conclusion of each workday, waste collected from renovation activities was stored under containment, in an enclosure, or behind a barrier that prevents release of dust and debris out of the work area and prevents access to dust and debris, in violation of 40 C.F.R. § 745.89(d)(3) and 40 C.F.R. § 745.85(a)(4)(ii).

#### **IV. TERMS OF SETTLEMENT**

38. The terms of this CAFO shall apply to and be binding on Respondent, its successors, and its assigns.

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

- i. Admits that EPA has jurisdiction over the subject matter alleged in this CAFO;
- ii. Neither admits nor denies the specific factual allegations contained in Section III of this CAFO;
- iii. Consents to the assessment of a civil penalty as stated below;
- iv. Consents to the issuance of any specified compliance or corrective action order;
- v. Consents to the conditions specified in this CAFO; and
- vi. Waives any right to contest the allegations in this CAFO, and its right to appeal the proposed final order accompanying this Consent Agreement.

40. Without admitting or denying the specific factual allegations herein, Respondent admits that the CAFO states claims upon which relief can be granted against Respondent. Respondent waives any right to a judicial or administrative hearing or appeal regarding this CAFO. Respondent consents to personal jurisdiction in any action to enforce this CAFO in the United States District Court for the District of New Hampshire and waives any rights in law or equity to challenge EPA's authority to bring a civil action in a United States District Court to compel compliance with the CAFO and to seek an additional penalty for such noncompliance.

41. By signing this Consent Agreement, Respondent waives any rights or defenses

that Respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the final order accompanying the Consent Agreement.

42. Respondent certifies that it is currently operating and will continue to operate in compliance with Sections 402 and 406 of TSCA, 15 U.S.C. §§ 2682 and 2686, and federal regulations promulgated under TSCA, including 40 C.F.R. Part 745, Subparts E and F. Specifically, Respondent shall:

- i. ensure that during renovations of target housing, floor surfaces are covered with taped-down plastic sheeting or other impermeable material in the work area 6 feet beyond the perimeter of surfaces undergoing renovation or a sufficient distance to contain the dust, whichever is greater, in accordance with 40 C.F.R. § 745.89(d)(3) and 40 C.F.R. § 745.85(a)(2)(i)(D);
- ii. ensure that signs are posted clearly defining the work area and warning occupants and other persons not involved in renovation activities to remain outside of the work area, in accordance with 40 C.F.R. § 745.89(d)(3) and 40 C.F.R. § 745.85(a)(1);
- iii. retain records to demonstrate compliance with the RRP Rule for renovations performed on target housing for a period of three years following the renovations, in accordance with 40 C.F.R. § 745.86(a);
- iv. ensure that at the conclusion of each work day, waste that has been collected from renovation activities is stored under containment, in an enclosure, or behind a barrier that prevents release of dust and debris out of the work area

and prevents access to dust and debris at the conclusion of each work day, in accordance with 40 C.F.R. § 745.89(d)(3) and 40 C.F.R. § 745.85(a)(4)(ii);

and

- v. ensure that records related to lead-based paint and/or lead-based paint hazards and summaries of such records created during renovation activities are maintained and transferred to the property owner and/or property manager for purposes of proper lead disclosure to tenants, in accordance with 40 C.F.R. §§ 745.100-119.

43. Respondent agrees to pay a penalty of \$18,715 within 30 days of the effective date of this CAFO. The Final Order shall become effective on the date it is filed with the Regional Hearing Clerk.

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

45. When making a payment, Respondent shall:

- i. Identify every payment with the Respondent's name (i.e., "ReArch Company, Inc.") and the docket number of this Agreement, TSCA-01-2026-0012.
- ii. Concurrently with any payment or within 24 hours of any payment, Respondent shall serve proof of such payment to the following person(s):

Wanda Santiago, Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region 1  
Via electronic mail to:  
[r1\\_hearing\\_clerk\\_filings@epa.gov](mailto:r1_hearing_clerk_filings@epa.gov)

and

Jaegun Lee, Enforcement Counsel  
U.S. Environmental Protection Agency, Region 1  
Via electronic mail to:  
[Lee.Jaegun@epa.gov](mailto:Lee.Jaegun@epa.gov)

and

U.S. Environmental Protection Agency  
Cincinnati Finance Center  
Via electronic mail to:  
[CINWD\\_AcctsReceivable@epa.gov](mailto:CINWD_AcctsReceivable@epa.gov)

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

46. Interest, Charges, and Penalties on Late Payments. Pursuant to 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay the full amount of the Assessed Penalty per this Agreement, EPA is authorized to recover, in addition to the amount of the unpaid Assessed Penalty, the following amounts.

- i. Interest. Interest begins to accrue from the Filing Date. If the Assessed Penalty is paid in full within 30 days, interest accrued is waived. If the Assessed Penalty is not paid in full within 30 days, interest will continue to accrue until any unpaid portion of the Assessed Penalty as well as any interest, penalties, and other charges are paid in full. To protect the interests of the United States the rate of interest is set at the IRS standard underpayment rate, any lower rate

would fail to provide the Respondent adequate incentive for timely payment.

- ii. Handling Charges. Respondent will be assessed monthly a charge to cover EPA's costs of processing and handling overdue debts. If Respondent fails to pay the Assessed Penalty in accordance with this Agreement, EPA will assess a charge to cover the costs of handling any unpaid amounts for the first 30-day period after the Filing Date. Additional handling charges will be assessed every 30 days, or any portion thereof, until the unpaid portion of the Assessed Penalty as well as any accrued interest, penalties, and other charges are paid in full.
- iii. Late Payment Penalty. A late payment penalty of 6 percent per annum, will be assessed monthly on all debts, including any unpaid portion of the Assessed Penalty, interest, penalties, and other charges, that remain delinquent more than 90 days. Any such amounts will accrue from the Filing Date.

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

- i. Refer the debt to a credit reporting agency or a collection agency, per 40 C.F.R. §§ 13.13 and 13.14.
- ii. Collect the debt by administrative offset (i.e., the withholding of money payable by the United States government to, or held by the United States government for, a person to satisfy the debt the person owes the United States

government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, per 40 C.F.R. Part 13, Subparts C and H.

- iii. Suspend or revoke Respondent's licenses or other privileges, or suspend or disqualify Respondent from doing business with EPA or engaging in programs EPA sponsors or funds, per 40 C.F.R. § 13.17.
- iv. Refer this matter to the United States Department of Justice for litigation and collection, per 40 C.F.R. § 13.33.

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

49. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Agreement shall not be deductible for purposes of federal taxes. Accordingly, Respondents agree to treat all payments made pursuant to this CAFO as penalties within the meaning of Section 1.162-21 of the Internal Revenue Code, 26 U.S.C. § 1.162-21, and further agree not to use these payments in any way as, or in furtherance of, a tax deduction under federal, state or local law.

50. This CAFO constitutes a settlement by EPA of all claims for civil penalties pursuant to TSCA for the violations specifically alleged in Section III of this CAFO. Compliance with this CAFO shall not be a defense to any actions subsequently commenced pursuant to federal laws and regulations administered by EPA, and it is the responsibility of Respondent to

comply with such laws and regulations. This CAFO in no way relieves Respondent or its employees of any criminal liability. Nothing in this CAFO shall be construed to limit the authority of the United States to undertake any action against Respondent in response to conditions which may present an imminent and substantial endangerment to the public or the environment.

51. 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.

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

53. By signing this CAFO, Respondent certifies that the information it has supplied concerning this matter, including financial information, was at the time of submission true, accurate and complete for each such submission, response, and statement. Respondent acknowledges that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.

54. The parties agree that Respondent and EPA may execute this CAFO by electronic signature. EPA and Respondent acknowledge that electronic signatures carry the legal effect, validity, or enforceability of handwritten signatures. Therefore, the Parties shall not deny the legal effect, validity, or enforceability of records containing electronic signatures that they transmit and receive on the ground that such records, including the signature(s), are in electronic

form. EPA has provided Respondent with a copy of the EPA Region 1 Regional Judicial Officer's Authorization of EPA Region 1 Part 22 Electronic Filing System for Electronic Filing and Service of Documents Standing order, dated June 19, 2020. Electronic signatures shall comply with, and be maintained in accordance with, that Order. Respondent further consents to accept electronic service of the full executed CAFO, by electronic mail, to the following address: [jschaefer@rc.com](mailto:jschaefer@rc.com). Respondent understands that this e-mail address may be made public when the CAFO and Certificate of Service are filed and uploaded to a searchable database.

55. Each Party shall bear its own costs and attorneys' fees in connection with the action resolved by this CAFO. Respondent specifically waives any right to recover such costs from EPA pursuant to the Equal Access to Justice Act, 5 U.S.C. § 504, or other applicable law.

56. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of the Parties and approval of the Regional Judicial Officer.

For Respondent:

DocuSigned by:  
  
Ben Roll  
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\_\_\_\_\_  
Signature

Date: 1/15/2026

Benjamin Roll, Vice President of Construction  
ReArch Company, Inc.

For Complainant:

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James Chow, Director  
Enforcement and Compliance Assurance Division  
U.S. EPA, Region 1

*Dated via electronic signature*

**FINAL ORDER**

Pursuant to 40 C.F.R. §§ 22.18(b) and (c) of the Consolidated Rules of Practice, the foregoing Consent Agreement resolving this matter is incorporated by reference into this Final Order and is hereby ratified. Respondent ReArch Company, Inc. is ordered to pay the civil penalty amount specified in the Consent Agreement in the manner indicated therein.

The terms of the Consent Agreement shall become effective on the date that the CAFO is filed, either in person or electronically via email, with the Regional Hearing Clerk.

*Dated via electronic signature*

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Michael J. Knapp, Regional Judicial Officer  
U.S. EPA, Region 1