

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4**

<p>In the Matter of:</p> <p>Great Lakes Dredge & Dock Company, LLC,</p> <p>Respondent.</p>	<p>ADMINISTRATIVE CONSENT AGREEMENT AND FINAL ORDER</p> <p>Proceeding to Assess Civil Penalty under Section 105(a) of the Marine Protection, Research & Sanctuaries Act</p> <p>Docket No. MPRSA-04-2019-7500</p>
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ADMINISTRATIVE CONSENT AGREEMENT AND FINAL ORDER

I. NATURE OF ACTION

1. This is an administrative civil penalty assessment proceeding brought under Section 105(a) of the Marine Protection, Research and Sanctuaries Act, 33 U.S.C. § 1415(a), (“MPRSA” or the “Act”) and Section 22.18 of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (Consolidated Rules), as codified at Title 40 of the Code of Federal Regulations (C.F.R.), Part 22.
2. The Complaint was filed on September 27, 2019, and the Respondent filed an Answer on November 5, 2019. On February 24, 2021, the Chief Administrative Law Judge entered an Order granting in part Complainant’s *Motion for Partial Accelerated Decision as to Liability*. After entry of this Order, the Parties agreed to settle this proceeding through entry of this Consent Agreement and Final Order, which shall collectively be referred to as the CAFO.
3. Having found that settlement is consistent with the provisions and objectives of the Act and applicable regulations, the Parties have agreed to settle this action pursuant to 40 C.F.R. § 22.18 and consent to the entry of this CAFO without further adjudication of any issues of law or fact herein.

II. PARTIES

4. Complainant is the Director of the Enforcement and Compliance Assurance Division of Region 4 of the United States Environmental Protection Agency (“EPA”), who has been delegated the authority on behalf of the Administrator of the EPA to enter into this CAFO pursuant to 40 C.F.R. Part 22.
5. Respondent is **Great Lakes Dredge & Dock Company, LLC** (“Respondent”), a limited liability company doing business in the State of Florida. Respondent’s headquarters are located at 9811 Katy Freeway, Suite 1200, Houston, TX 77024.

6. This proceeding pertains to Respondent's transportation and ocean disposal of dredged material during the U.S. Army Corps of Engineers' ("Corps") Phase 3 Miami Harbor Construction Dredging Project located near the Port of Miami, Florida located near 1015 North America Way, Miami, FL 33132 ("Project") and the Miami Ocean Dredged Material Disposal Site ("Miami ODMDS") located roughly 4.7 miles off the coast of Miami, Florida. The center of the ODMDS is located at 25°45'00" N and 80°03'22" W (NAD27). *See* 40 C.F.R. § 228.15(h)(19).

III. GOVERNING LAW

7. In the MPRSA, "Congress declare[d] that it is the policy of the United States to regulate the dumping of all types of materials into ocean waters and to prevent or strictly limit the dumping into ocean waters of any material which would adversely affect human health, welfare, or amenities, or the marine environment, ecological systems, or economic potentialities." 33 U.S.C. § 1401(b).
8. Section 101(a)(1) of the MPRSA provides that, "[e]xcept as may be authorized by a permit issued pursuant to section 1412 or section 1413 of this title [Title 33], and subject to regulations issued pursuant to section 1418 of this title, . . . no person shall transport from the United States . . . any material for the purpose of dumping it into ocean waters." 33 U.S.C. § 1411(a)(1).
9. Section 3(e) of MPRSA, 33 U.S.C. § 1402(e) defines "Person" to include "any private person or entity, or any officer, employee, agent, department, agency or instrumentality of the Federal Government or unit of local government, or of any foreign government." Section 3(b) of MPRSA defines "ocean waters" as "those waters of the open seas lying seaward of the base line from which the territorial sea is measured, as provided for in the Convention on the Territorial Sea and the Contiguous Zone (16 UST 1606; TIAS 5639)." 33 U.S.C. § 1402(b).
10. The EPA and the U.S. Army Corps of Engineers have issued regulations implementing MPRSA. *See* 33 CFR Parts 324-326, 335-336; 40 C.F.R. Parts 220-230. In its regulations, the EPA defines a "Dredged Material Permit" to "mean[] a permit issued by the Corps of Engineers under section 103 of the Act (see 33 C.F.R. § 209.120) and any Federal projects reviewed under section 103(e) of the Act (see 33 C.F.R. § 209.145)."
11. Section 105(a) of MPRSA, 33 U.S.C. § 1415(a), provides that "[a]ny person who violates any provision of this subchapter, or of the regulations promulgated under this subchapter, or a permit issued under this subchapter shall be liable to a civil penalty of not more than \$50,000 for each violation to be assessed by the Administrator." Under 40 C.F.R. § 19.4, \$75,000 is the maximum statutory civil penalty for each violation after December 6, 2013 through November 2, 2015.
12. Through a MPRSA regulation, the EPA has designated an "Ocean Dredged Material Disposal Site" near Miami, Florida. 40 C.F.R. § 228.15(h)(19) (specifying that the GPS coordinates for the boundaries of the Miami ODMDS are 25°45'30" N; 80°03'54" W; 25°45'30" N; 80°02'50" W; 25°44'30" N; 80°03'54" W; 25°44'30" N; 80°02'50" W (NAD27)). The regulation provides that "[d]isposal shall comply with conditions set forth in the most recent approved Site Management and Monitoring Plan" ("SMMP"). 40 C.F.R. § 228.15(h)(19)(vi).

IV. FINDINGS OF FACTS AND ALLEGED VIOLATIONS

Complainant alleges the following facts and violations of MPRSA:

13. In 2013, the Corps awarded a contract (“Dredging Contract”) to Respondent to complete construction dredging on the Phase 3 Miami Harbor Construction Dredging Project. From 2013 to 2015, Respondent transported dredged material for disposal at the Miami ODMDS primarily on vessels known as “scows” owned by Respondent and towed by independent tug operators. There were over 4,200 scow trips to the Miami ODMDS over the course of the project.
14. Based on Electronic Tracking System (“ETS”) data, documents from Respondent, the Corps’ Post Disposal Summary Report, and other evidence, Respondent committed violations of Section 101(a) of MPRSA, 33 U.S.C. § 1411(a) during its work on the Phase 3 Miami Harbor Construction Dredging Project for which Respondent is subject to the assessment of administrative civil penalties under Section 105(a) of MPRSA, 33 U.S.C. § 1415(a); these violations include the following twenty-six violations that Respondent was found liable for in the *Order on Complainant’s Motion for Partial Accelerated Decision* entered on February 24, 2021:

(a) Unauthorized Misdumps

15. Section 2.8 of the SMMP mandates that “disposal shall be initiated within the disposal release zone.” Dredging Contract Section 35 20 23, Part 3.4.2.2 (“Mis-Dump”) prohibited the release of any scow load or hopper dredge “outside the boundaries of the release zone as shown on the plans.” The SMMP and the Contract Plans contained the same Disposal Release Zone boundaries.
16. On March 6, 2014, Respondent’s scow Great Lakes 63 (“GL63”) (Trip Nos. 31 and 80)¹ disposed of dredged material in the ODMDS but outside of the Miami ODMDS release zone. On March 7, 2014, Respondent’s scow GL702 (Trip Nos. 41 and 83) disposed of dredged material in the ODMDS but outside of the Miami ODMDS release zone.
17. These two disposal events on March 6, 2014 and March 7, 2014, were unauthorized misdumps by Respondent, and therefore Respondent violated Section 101(a) of MPRSA, 33 U.S.C. § 1411(a) during them, because they were contrary to Section 2.8 of the SMMP and deviations from Dredging Contract Section 35 20 23, Part 3.4.2.2.

(b) Unauthorized Excessive Leakage

18. Dredging Contract Section 35 20 23, Part 3.4.2.1 (“Spillage/Leakage”) stated that “water and excavated material shall not be permitted to overflow, leak out, or spill out of barges, dump scows, or hopper dredges while in route to the ODMDS Release Zone.” This Section defined “excessive leakage” as “average loss of draft during transit from the dredging area to the disposal area (forward draft loss plus aft draft loss divided by 2) in excess of 1 foot.”
19. On the following 11 occasions, Respondent’s vessels experienced excessive leakage of water and excavated material during transit from the dredging area to the Miami ODMDS: August 12, 2014 (GL64, Trip Nos. 7 and 852); September 2, 2014 (GL64, Trip Nos. 8 and 1012); September 28, 2014 (GL701, Trip Nos. 312 and 1334); October 4, 2014 (GL65, Trip Nos. 25 and 1441);

¹ The Parties’ filings and supporting exhibits apply different numbering systems to each load of dredged material transported to the Miami ODMDS. Thus, the same trip, or load, is referred to by two different numbers in this CAFO.

October 17, 2014 (GL63, Trip Nos. 407 and 1549); October 21, 2014 (GL702, Trip Nos. 467 and 1562); October 21-22, 2014 (GL702, Trip Nos. 470 and 1569); October 21-22, 2014 (GL701, Trip Nos. 366 and 1570); November 10, 2014 (GL65, Trip Nos. 47 and 1696); December 21, 2014 (GL701, Trip Nos. 508 and 2098); June 17, 2015 (GL701, Trip Nos. 868 and 4060). These alleged violations occurred over an area of the ocean between the dredging area and the Miami ODMDS.

20. These 11 occasions in the preceding paragraph were unauthorized excessive leakage by Respondent, and therefore Respondent violated Section 101(a) of MPRSA, 33 U.S.C. § 1411(a) on these 11 occasions, because they were deviations from Dredging Contract Section 35 20 23, Part 3.4.2.1 (“Spillage/Leakage”).

(c) Unauthorized Open Hull Doors

21. Section 2.8 of the SMMP states that “disposal . . . shall be completed (doors closed) prior to departing the ODMDS.”
22. Dredging Contract Section 35 20 23, Part 3.4.2.3 (“Vessel Doors”) stated that “all hopper doors, dump scow doors, or split hull dumping mechanisms shall be closed and sealed prior to exiting the ODMDS.” Dredging Contract Section 35 20 23, Part 3.1.5 (“Hull Status”) stated that “open/closed status of the bin, corresponding to the split/non-split condition of a split hull scow shall be monitored. An ‘OPEN’ value shall indicate the hull is split . . . For this contract, hull status shall register closed prior to leaving the disposal area.”
23. On the following three occasions, Respondent’s scows exited the ODMDS with open hull doors and/or a hull status sensor in the “open” position: March 13, 2014 (GL63, Trip Nos. 49 and 117); November 8, 2014 (GL65, Trip Nos. 41 and 1677); and November 16, 2014 (GL701, Trip Nos. 429 and 1791). The GPS coordinates for the Miami ODMDS are set forth in Paragraph 12.
24. These three occasions in the preceding paragraph were unauthorized open hull doors by Respondent, and therefore Respondent violated Section 101(a) of MPRSA, 33 U.S.C. § 1411(a) on these three occasions, because they were contrary to Section 2.8 of the SMMP and deviations from Section 35 20 23, Part 3.4.2.3.

(d) Unauthorized Transiting of the Florida Keys Particularly Sensitive Sea Area

25. Section 2.7 of the SMMP states that “disposal vessels are also not allowed to transit the Florida Keys Particularly Sensitive Sea Area “PSSA” south of the federal navigation channel.” The boundaries of this PSSA are shown on NOAA Chart 11466. In addition, Dredging Contract Section 01 57 20, Part 3.1.5.8 (“Hardground/Reef Protection”) stated that the “Contractor shall also avoid the area labeled ‘Particularly Sensitive Area’ on NOAA Chart 11466.”
26. On the following nine occasions, Respondent’s scows transited into the PSSA on the way to or after leaving the ODMDS: December 17, 2013 (Terrapin Island, Trip No. 112); January 15, 2014 (GL701, Trip No. 2); June 17, 2014 (GL702, Trip No. 212); June 20, 2014 (GL701, Trip No. 191); September 28, 2014 (GL702, Trip No. 402); October 16, 2014 (GL701, Trip No. 355); October 16, 2014 (GL702, Trip No. 457); November 13, 2014 (GL66, Trip No. 331); February 14, 2015 (GL702, Trip No. 624).

27. These nine occasions in the preceding paragraph were unauthorized transiting of the PSSA by Respondent, and therefore Respondent violated Section 101(a) of MPRSA, 33 U.S.C. § 1411(a) on these nine occasions, because they were contrary to Section 2.7 of the SMMP and deviations from Dredging Contract Section 01 57 20, Part 3.1.5.8 (“Hardground/Reef Protection”).

(e) Failure to Timely Report Violations

28. Section 3.6.1 of the SMMP mandates that users of the Miami ODMDS “notify the [Corps] and the EPA within 24 hours if a violation of the permit and/or contract conditions related to MPRSA Section 103 or SMMP requirements occur during disposal operations.”

29. Respondent failed to timely report to the Corps the open hull violation of scow GL 701 on November 16, 2014 and therefore violated Section 101(a) of MPRSA, 33 U.S.C. § 1411(a) by acting contrary to Section 3.6.1 of the SMMP.

V. STIPULATIONS

30. The issuance of this CAFO concludes this proceeding. 40 C.F.R. § 22.18(b)(3).

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

- (a) admits that the EPA has jurisdiction over the subject matter alleged in this CAFO;
- (b) neither admits nor denies the factual allegations or alleged violations set forth in Section IV (Findings of Facts and Alleged Violations) of this CAFO;
- (c) consents to the assessment of a civil penalty as stated below;
- (d) consents to the conditions specified in this CAFO;
- (e) waives any right to contest the allegations set forth in Section IV of this CAFO; and
- (f) waives its rights to appeal the Final Order accompanying this CAFO.

32. For the purpose of this proceeding, Respondent:

- (a) acknowledges that this CAFO constitutes an enforcement action for purposes of considering Respondent’s compliance history in any subsequent enforcement actions;
- (b) waives any rights it may possess at law or in equity to challenge the authority of the EPA 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, and agrees that federal law shall govern in any such civil action;
- (c) waives any right it may have pursuant to 40 C.F.R. § 22.8 to be present during any discussions with, or to be served with and reply to, any memorandum or communication addressed to the EPA officials where the purpose of such discussion, memorandum, or communication is to persuade such official to accept and issue this CAFO; and
- (d) agrees to comply with the terms of this CAFO.

33. In accordance with 40 C.F.R. § 22.5, the individuals named in the certificate of service are authorized to receive service related to this proceeding and the parties agree to receive service by electronic means.

VI. TERMS OF PAYMENT

34. Respondent consents to the payment of a civil penalty, which was calculated in accordance with the Act, in the amount of **FIVE HUNDRED THOUSAND DOLLARS \$500,000.00**, which is to be paid within thirty (30) calendar days of the Effective Date of this CAFO.
35. Payment(s) shall be made by cashier's check, certified check, by electronic funds transfer (EFT), or by Automated Clearing House (ACH) (also known as REX or remittance express). If paying by check, the check shall be payable to: Treasurer, United States of America, and the Facility name and docket number for this matter shall be referenced on the face of the check. If Respondent sends payment by the U.S. Postal Service, the payment shall be addressed to:

United States Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, Missouri 63197-9000

If Respondent sends payment by non-U.S. Postal express mail delivery, the payment shall be sent to:

U.S. Bank
Government Lockbox 979077
U.S. EPA Fines & Penalties
1005 Convention Plaza
Mail Station: SL-MO-C2-GL
St. Louis, Missouri 63101
Contact Number: (314) 425-1819

If paying by EFT, Respondent shall transfer the payment to:

Federal Reserve Bank of New York
ABA: 021030004
Account Number: 68010727
SWIFT address: FRNYUS33
33 Liberty Street
New York, New York 10045
Field Tag 4200 of the Fedwire message should read:
"D 68010727 Environmental Protection Agency"

If paying by ACH, Respondent shall remit payment to:

US Treasury REX / Cashlink ACH Receiver
ABA: 051036706

Account Number: 310006, Environmental Protection Agency
CTX Format Transaction Code 22 – checking
Physical location of US Treasury facility:
5700 Rivertech Court
Riverdale, Maryland 20737
Contact: Craig Steffen, (513) 487-2091
REX (Remittance Express): 1-866-234-5681

36. Respondent shall send proof of payment, within 24 hours of payment of the civil penalty, to:

Regional Hearing Clerk
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, Georgia 30303-8960
R4_Regional_Hearing_Clerk@epa.gov

and

Mary Jo Bragan, Chief
Water Enforcement Branch
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, Georgia 30303-8960
bragan.maryjo@epa.gov

37. “Proof of payment” means, as applicable, a copy of the check, confirmation of credit card or debit card payment, confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to the EPA requirements, in the amount due, and identified with the Project name and “Docket No. MPRSA-04-2019-7500.”

38. In addition to what is stated in the prior Paragraph, if Respondent fails to timely pay any portion of the penalty assessed under this CAFO, the EPA may:

- (a) refer the debt to a credit reporting agency or a collection agency, 40 C.F.R. §§ 13.13 and 13.14;
- (b) collect the debt by administrative offset (i.e., the withholding of money payable by the United States to, or held by the United States for, a person to satisfy the debt the person owes the Government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, 40 C.F.R. Part 13, Subparts C and H;
- (c) suspend or revoke Respondent’s licenses or other privileges, or suspend or disqualify Respondent from doing business with the EPA or engaging in programs the EPA sponsors or funds, 40 C.F.R. § 13.17; and/or
- (d) request that the Attorney General bring a civil action in the appropriate district court to recover the amount assessed, in addition to the amounts described above, pursuant to 33

U.S.C. § 1415(a). In any such judicial action, the validity, amount, and appropriateness of the penalty and of this CAFO shall not be subject to review.

39. Penalties paid pursuant to this CAFO shall not be deductible for purposes of federal taxes.
40. Effective upon signature of this CAFO by the Respondent, the Respondent agrees that the time period commencing on the date of its signature and ending on the Effective Date shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the EPA related to the matters addressed in this CAFO and that, in any action brought by the EPA related to the matters addressed, the Respondent will not assert, and may not maintain, any defense or claim based upon principles of statute of limitations, waiver, laches, estoppel, or other defense based on the passage of time during such period.

VII. EFFECT OF CAFO

41. In accordance with 40 C.F.R. § 22.18(c), Respondent's full compliance with this CAFO shall only resolve Respondent's liability for federal civil penalties related to the Phase 3 Miami Harbor Construction Dredging Project, including the facts and violations specifically alleged above and in the Complaint.
42. Full payment of the civil penalty, as provided in Section VI (Terms of Payment), shall not in any case affect the right of the EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. 40 C.F.R. § 22.18(c). Respondent's entry into this CAFO shall not be construed to waive or otherwise relinquish any defense, claim, or argument related to such injunctive or other equitable relief or criminal sanctions for any violations of law.
43. Nothing in this CAFO shall relieve Respondent of the duty to comply with all applicable provisions of the Act and other federal, state, or local laws or statutes; nor shall it restrict the EPA's authority to seek compliance with any applicable laws, regulations or permits; nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local law, regulation, or permit, except as expressly provided herein.
44. Nothing herein shall be construed to limit the power of the EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent and substantial endangerment as provided under the Act.
45. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of both Parties, and approval of the Regional Judicial Officer.
46. The provisions of this CAFO shall apply to and be binding upon the EPA, Respondent and their officers, directors, employees, agents, trustees, servants, authorized representatives, successors, and assigns.
47. Any change in the legal status of the Respondent, or change in ownership, partnership, corporate or legal status relating to the Facility, will not in any way alter Respondent's obligations and responsibilities under this CAFO.

48. By signing this Consent Agreement, Respondent acknowledges that this CAFO will be available to the public and agrees that this CAFO does not contain any confidential business information or personally identifiable information.
49. By signing this Consent Agreement, the Complainant and the undersigned representative of Respondent each certify that he or she is fully authorized to execute and enter into the terms and conditions of this CAFO and has the legal capacity to bind the party he or she represents to this CAFO.
50. By signing this Consent Agreement, both Parties agree that each party's obligations under this CAFO constitute sufficient consideration for the other party's obligations.
51. By signing this Consent Agreement, Respondent certifies that the information it has supplied to Complainant concerning this enforcement case was at the time of submission, and continues to be, 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.
52. The EPA also reserves the right to revoke this CAFO and settlement penalty if and to the extent that the EPA finds, after signing this CAFO, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to the EPA. If such false or inaccurate material was provided, the EPA reserves the right to assess and collect any and all civil penalties for any violation described herein. The EPA shall give Respondent notice of its intent to revoke, which shall not be effective until received by Respondent in writing.
53. Unless specifically stated otherwise in this CAFO, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.
54. It is the intent of the parties that the provisions of this CAFO are severable. If any provision or authority of this CAFO or the application of this CAFO to any party or circumstances is held by any judicial or administrative authority to be invalid or unenforceable, the application of such provisions to other parties or circumstances and the remainder of the CAFO shall remain in force and shall not be affected thereby.

VIII. EFFECTIVE DATE

55. This CAFO shall become effective after execution of the Final Order by the Regional Judicial Officer, on the date of filing with the Hearing Clerk.

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Complainant and Respondent will Each Sign on Separate Pages.

The foregoing Consent Agreement In the Matter of **Great Lakes Dredge & Dock Company, LLC**, **Docket No. MPRSA-04-2019-7500**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:



Signature

7/1/21

Date

Printed Name:

Vivienne Schiffer

Title:

Chief Legal Officer

Address:

9811 Katy Freeway, Suite 1200
Houston Tx 77024

The foregoing Consent Agreement In the Matter of **Great Lakes Dredge & Dock Company, LLC**, **Docket No. MPRSA-04-2019-7500**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

Carol L. Kemker
Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 4

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4**

<p>In the Matter of:</p> <p>Great Lakes Dredge and Dock, LLC,</p> <p>Respondent.</p>	<p>Docket No. MPRSA-04-2019-7500</p> <p>FINAL ORDER</p>
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The Regional Judicial Officer is authorized to ratify this Consent Agreement which memorializes a settlement between Complainant and Respondent. 40 C.F.R. §22.4(b) and §22.18(b)(3). The foregoing Consent Agreement is, therefore, hereby approved, ratified and incorporated by reference into this Final Order in accordance with the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits*, 40 C.F.R. Part 22.

The Respondent is hereby ORDERED to comply with all of the terms of the foregoing Consent Agreement effective immediately upon filing of this Consent Agreement and Final Order with the Regional Hearing Clerk. This Final Order disposes of this matter pursuant to 40 C.F.R. §§ 22.18 and 22.31.

BEING AGREED, IT IS SO ORDERED.

Tanya Floyd
Regional Judicial Officer

CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order, in the Matter of **Great Lakes Dredge & Dock Company, LLC**, Docket No. MPRSA-04-2019-7500, were filed and copies of the same were emailed to the parties as indicated below.

Via email to all parties at the following email addresses:

To Respondent: Great Lakes Dredge and Dock, LLC
c/o Neal McAliley
Carlton Fields
nmcAliley@carltonfields.com
700 NW 1st Avenue, Suite 1200
Miami, FL 33136-4118
305-530-4039

To EPA: Mary Jo Bragan, Chief
Water Enforcement Branch
Enforcement and Compliance Assurance Division
bragan.maryjo@epa.gov
404-562-9275

Tyler J. Sniff, Associate Regional Counsel
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