

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 4

In the Matter of:

Meggitt Aircraft Braking Systems Kentucky Corporation,

Respondent.

Docket No. **CAA-04-2021-0207(b)**

CONSENT AGREEMENT

I. NATURE OF ACTION

1. This is an administrative penalty assessment proceeding brought under Section 113(d) of the Clean Air Act (“CAA” or the “Act”), 42 U.S.C. § 7413(d), and Sections 22.13(b) and 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. This Consent Agreement and the attached Final Order 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 adjudication of any issues of law or fact herein.

II. PARTIES

4. Complainant is Director of the Enforcement and Compliance Assurance Division, United States Environmental Protection Agency (“EPA”), Region 4, who has been delegated the authority on behalf of the Administrator of the United States Environmental Protection Agency (EPA) to enter into this CAFO pursuant to 40 C.F.R. Part 22 and Section 113(d) of the Act.
5. Respondent is **Meggitt Aircraft Braking Systems Kentucky Corporation**, a corporation doing business in the Commonwealth of Kentucky. This proceeding pertains to Respondent’s facility located at 190 Corporate Drive, Danville, Kentucky 40422 (Facility).

III. GOVERNING LAW

6. Any person who violates Section 112(r) of the CAA, 42 U.S.C. § 7412(r), or rule promulgated thereunder, may be assessed a civil penalty pursuant to Section 113(d) of the Act, 42 U.S.C. § 7413(d), and 40 C.F.R. Part 19. Each day a violation continues may constitute a separate violation. Civil penalties under Section 113(d) of the Act, 42 U.S.C. § 7413(d), may be assessed by an administrative order.
7. Section 112(r) of the Act 42 U.S.C. § 7412(r), addresses the prevention of release of substances listed pursuant to Section 112(r)(3) of the Act, 42 U.S.C. § 7412(r)(3), and other extremely hazardous substances. The purpose of this section is to prevent the accidental release of extremely hazardous substances and to minimize the consequences of such releases. Pursuant to Section 112(r)(7) of the Act, 42 U.S.C. § 7412(r)(7), the EPA is authorized to promulgate regulations for accidental release prevention.
8. Pursuant to Sections 112(r)(3) and 112(r)(7) of the Act, 42 U.S.C. §§ 7412(r)(3) and 7412(r)(7), the EPA promulgated rules codified at 40 C.F.R. Part 68, Chemical Accident Prevention Provisions. These regulations are collectively referred to as the “Risk Management Program” (RMProgram) and apply to an owner or operator of a stationary source that has a threshold quantity of a regulated substance in a process. Pursuant to Sections 112(r)(3) and 112(r)(5) of the Act, 42 U.S.C. §§ 7412(r)(3) and 7412(r)(5), the list of regulated substances and threshold levels are codified at 40 C.F.R. § 68.130.
9. Pursuant to Section 112(r)(7)(B)(iii) of the Act, 42 U.S.C. § 7412(r)(7)(B)(iii), and 40 C.F.R. §§ 68.10 and 68.150, the owner or operator of a stationary source that has a regulated substance in an amount equal to or in excess of the applicable RMProgram threshold in a “process” as defined in 40 C.F.R. § 68.3, must develop an RMProgram accidental release prevention program, and submit and register a single Risk Management Plan (RMPlan) to the EPA.
10. EPA and the United States Department of Justice jointly determined that this matter, although it involves alleged violations that occurred more than one year before the initiation of this proceeding, is appropriate for an administrative penalty assessment. 42 U.S.C. § 7413(d); 40 C.F.R. § 19.4.

IV. FINDINGS OF FACTS

11. Respondent is the owner and/or operator of the Facility, which is a “stationary source” as that term is defined by Section 112(r)(2)(C) of the Act, 42 U.S.C. § 7412(r)(2)(C).
12. Respondent has registered an RMPlan with the EPA for its Facility and has developed an RMProgram accidental release prevention program for the Facility.
13. On July 28, 2020, the EPA issued to Respondent a Notice of Potential Violation and Opportunity to Confer (“NOPVOC”), providing notice that the EPA found that Respondent potentially committed the alleged violations described in Section V of this Agreement and providing Respondent an opportunity to confer with the EPA. On February 2, 2021, representatives of Respondent and the EPA held a meeting to discuss the NOPVOC.

14. At its Facility:

- a. Respondent operates an aircraft parts and auxiliary equipment manufacturing plant.
- b. Respondent has on-site for use, 13,306 pounds of propane.
- c. Respondent has one RMProgram level 3 covered process, which stores or otherwise uses propane in an amount exceeding its applicable threshold of 10,000 pounds.

15. On February 26, 2020, the EPA conducted an on-site inspection of the RMProgram related records and equipment for the purpose of assessing the Respondent's compliance with the RMProgram requirements and the implemented recognized and generally accepted good engineering practices (RAGAGEP) for its covered process at its Facility.

16. At the time of the inspection, EPA observed the following:

- a. The Respondent did not document that equipment complies with RAGAGEP. During a walk-through of the Facility, the EPA inspectors made the following observations.
 - 1) Unsupported propane piping was present between the two propane storage tanks. Section 6.11.3.10 of National Fire Protection Association (NFPA) 58 (2017) states aboveground piping shall be supported and protected against physical damage by vehicles.
 - 2) One of the propane tanks did not have NFPA diamonds and labeling to indicate the contents and hazards of propane. NFPA 704 requires placard utilizing the 2-4-0 designation for the propane storage tank outside to reflect the health hazard, flammability, reactivity, and special hazards.
 - 3) The nameplate on one of the propane tanks was corroded to the level that no information could be read. The American Society of Mechanical Engineers (ASME) requires the nameplate to be legible and permanently attached to the tank. The following must be displayed on the manufacturer's nameplate for the propane tank.
 - Container designed for service type (above or underground)
 - Tank manufacturers name and address
 - Tank water capacity in gallons or pounds
 - Design pressure (working pressure) in PSI
 - Words "This container shall not contain a product that has a vapor pressure in excess of __ PSIG at 100°F"
 - The outside surface area in square feet
 - Year of manufacture
 - Tank shell and head thickness
 - OL (overall length), OD (outside diameter) and HD (head design)
 - Tank manufacturers serial number

- ASME code symbol

- 4) There was a shut-off valve in a propane piping accessible near the building and opening the valve would release propane. NFPA 58 (2017) section 15.2.1.4 requires the piping to the process area be free from any openings to minimize the release of flammable gas to the atmosphere.
- 5) Extension cords were used to power permanent equipment instead of permanent electrical wiring in accordance with the electrical code. NFPA 58 (2017) Section 6.25.2.1 requires that electrical equipment and wiring installed in unclassified areas shall be in accordance with NFPA 70. NFPA 70 requires permanent wiring to be used instead of temporary wiring to power equipment.
- 6) There were no vehicle barriers around the propane tanks to prevent vehicle impacts. Pursuant to NFPA 58 (2017) Section 8.4.2.2, protection against vehicle impact should be provided in accordance with good engineering practice where vehicle traffic normally is expected at the location. Containers and appurtenances should be located or protected by suitable barriers to avoid damage by trucks or other vehicles.
- 7) Above-ground propane piping larger than 1-inch diameter had surface corrosion in numerous locations. Propane piping was in contact with the soil at numerous locations and the soil was causing the surface corrosion. Section 6.11.3.14 (B) of NFPA 58 (2017) states metallic piping shall be protected against corrosion in accordance with Section 6.19.1. Section 6.11.3.11 of NFPA 58 (2017) states the portion of aboveground piping in contact with a support or a corrosion-causing substance shall be protected against corrosion.
- 8) Buried propane piping from the propane tank to the process area did not have cathodic protection. Section 6.11.3.14 (C) of NFPA 58 (2017) states piping installed underground shall have a cathodic protection system in accordance with 6.19.2(C), unless technical justification is approved by the authority having jurisdiction.
- 9) Propane piping was not labeled with the contents, physical state, or direction of flow in numerous locations. American National Standards Institute (ANSI)/ASME A13.1 (2015) requires piping mains, headers, and branches to be identified with the contents as well as labeling that includes the physical state and direction of flow.
- 10) The fence enclosing the two propane tanks did not extend to grade and would allow unauthorized personnel to enter the facility. Section 6.21.4.2 of NFPA 58 (2017) requires areas that include container appurtenances, pumping equipment, loading, and unloading facilities, and container filling facilities be enclosed with a minimum of 6 ft (1.8 m) high industrial type fence, chain-link fence, or equivalent protection.

- b. The Respondent did not perform a Process Hazard Analysis (PHA) that addresses all the hazards of the process. The Respondent provided a PHA that was performed in December 2016 by Shield Environmental Associates, Inc. The PHA does not address all the hazards, the consequences of the failure of engineering and administrative controls, stationary source siting, and human factors. For example, the two-page What-If Checklist intended to serve as a PHA did not consider issues such as consequences of a release of propane through the pressure relief valves on the propane storage tanks during filling of the tanks from the truck, employees failing to close the emergency shut valve at the exit-ways as they evacuate the building during a propane release, the potential for vehicles to impact the propane storage tanks adjacent to the roadway, etc.
- c. The Respondent had not performed required inspections and testing on the two propane tanks and emergency shutoff valves.
- d. The Respondent had not developed the report of the findings of the compliance audit as required by 40 C.F.R. § 68.79(c). During the inspection, EPA inspectors requested documentation of the two most recent compliance audits. The facility provided a one-page document that had dates when the compliance audit was performed. The compliance audit documentation was incomplete as it did not address procedures and practices developed under the Chemical Accident Prevention Provisions- Program 3 Prevention Program. The report of the findings of the compliance audit was not available for EPA inspector's review.
- e. The Respondent had not updated emergency contact information within one month of a change in the emergency contact information contained in the RMPlan. The facility's RMPlan at the time of the inspection listed an employee that had retired on December 31, 2019, as the emergency contact and the new emergency contact was not updated in the RMPlan.
- f. The Respondent had not maintained records supporting the implementation of 40 C.F.R. Part 68 at the stationary source for five years, unless otherwise provided in subpart D as required. During the inspection, EPA inspectors requested the records pertaining to the compliance audit conducted on September 9, 2017, PHA recommendations/action items tracking documentation, offsite consequence documentation and chemical inventory records. The facility representatives were not able to provide such records for review.

V. ALLEGED VIOLATIONS

- 17. Respondent is a "person" as defined in Section 302(e) of the Act, 42 U.S.C. § 7602(e).
- 18. Based on EPA's compliance monitoring investigation, the EPA alleges that the Respondent violated 40 C.F.R. Part 68, the codified rules governing the Act's Chemical Accident Prevention Provisions and Section 112(r) of the Act, 42 U.S.C. § 7412(r), when it:
 - a. Failed to document that equipment complies with RAGAGEP, as required by 40 C.F.R. § 68.65(d)(2);

- b. Failed to perform PHA as required by 40 C.F.R. § 68.67(c);
- c. Failed to perform inspections and tests on process equipment and to use inspection and testing procedures following RAGAGEP as required by 40 C.F.R. § 68.73(d)(2);
- d. Failed to develop a report of findings of the compliance audit as required by 40 C.F.R. § 68.79(c);
- e. Failed to update the emergency contact information within one month of any change in the emergency contact information contained in the RMPlan submitted as required by 40 C.F.R. § 68.195(b); and,
- f. Failed to maintain the records supporting the implementation of 40 C.F.R. Part 68 at the stationary source for five years, unless otherwise provided in subpart D as required by 40 C.F.R. § 68.200.

VI. STIPULATIONS

19. The issuance of this CAFO simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).

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

- a. admits that EPA has jurisdiction over the subject matter alleged in this CAFO;
- b. neither admits nor denies the factual allegations set forth in Section IV (Findings of Facts) 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 V (Alleged Violations) of this CAFO; and
- f. waives its rights to appeal the Final Order accompanying this CAFO.

21. For the purpose of this proceeding, Respondent:

- a. agrees that this CAFO states a claim upon which relief may be granted against Respondent;
- b. acknowledges that this CAFO constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;

- c. waives any rights it may possess at law or in equity to challenge the authority of 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;
- d. by executing this CAFO, certifies to the best of its knowledge that Respondent is currently in compliance with all relevant requirements of the Act and its implementing regulations, and that all violations alleged herein, which are neither admitted nor denied, have been corrected;
- e. 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 EPA officials where the purpose of such discussion, memorandum, or communication is to persuade such official to accept and issue this CAFO; and
- f. agrees to comply with the terms of this CAFO.

22. 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.

VII. TERMS OF PAYMENT

23. Respondent consents to the payment of a civil penalty, which was calculated in accordance with the Act, in the amount of **SIXTY-SIX THOUSAND THREE HUNDRED FORTY-FOUR DOLLARS (\$66,344.00)**, which is to be paid within thirty (30) calendar days of the Effective Date of this CAFO.
24. 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: John Schmid, (202) 874-7026
REX (Remittance Express): 1-866-234-5681

25. 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, S.W.
Atlanta, Georgia 30303-8960
R4_Regional_Hearing_Clerk@epa.gov

and

Om P. Devkota
Air Enforcement Branch
Enforcement and Compliance Assurance Division
U.S. EPA Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303-8960
Devkota.om@epa.gov

26. “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 EPA requirements, in the amount due, and identified with the Facility name and Docket No. **CAA-04-2021-0207(b)** .

27. Pursuant to 42 U.S.C. § 7413(d)(5), if Respondent fails to timely pay any portion of the penalty assessed under this CAFO, EPA may recover in addition to the amount of the unpaid penalty assessed, the following amounts on any amount overdue:
- a. Interest. Interest will begin to accrue on the civil penalty from the Effective Date of this CAFO. If the civil penalty is paid within 30 days of the Effective Date of this CAFO, Interest is waived. However, if the civil penalty is not paid in full within 30 days of the Effective Date of this CAFO, Interest will continue to accrue on any unpaid portion until the unpaid portion of the civil penalty and accrued Interest are paid. Interest will be assessed at rates established pursuant to 26 U.S.C. § 6621(a)(2).
 - b. Non-Payment Penalty. A 10 percent quarterly nonpayment penalty pursuant to 42 U.S.C. § 7413(d)(5).
 - c. Attorneys' Fees and Costs of Collection. The United States enforcement expenses, including, but not limited to, attorneys' fees and cost of collection.
28. If Respondent fails to timely pay any portion of the penalty assessed under this CAFO, EPA may:
- a. Refer the debt to a credit reporting agency or a collection agency pursuant to 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 EPA or engaging in programs 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 42 U.S.C. § 7413(d)(5). In any such action, the validity, amount, and appropriateness of the penalty and of this CAFO shall not be subject to review.
29. Penalties paid pursuant to this CAFO shall not be deductible for purposes of federal taxes.

VIII. EFFECT OF CAFO

30. 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 for the violations and facts specifically alleged above.

31. Full payment of the civil penalty, as provided in Section VII (Terms of Payment), shall not in any case affect the right of 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).
32. Any violation of this CAFO may result in a civil judicial action for civil penalties as provided in Section 113(b) of the Act, 42 U.S.C. § 7413(b), as well as criminal sanctions as provided in Section 113(c) of the Act, 42 U.S.C. § 7413(c). EPA may use any information submitted under this CAFO in an administrative, civil judicial, or criminal action.
33. 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 EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit, except as expressly provided herein.
34. Nothing herein shall be construed to limit the power of 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.
35. 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.
36. The provisions of this CAFO shall apply to and be binding upon Respondent and its officers, directors, employees, agents, trustees, authorized representatives, successors, and assigns.
37. 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.
38. 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.
39. 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.
40. 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.
41. By signing this Consent Agreement, Respondent certifies that the information it has supplied concerning this matter 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.

42. EPA also reserves the right to revoke this CAFO and settlement penalty if and to the extent that 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 EPA. If such false or inaccurate material was provided, EPA reserves the right to assess and collect any and all civil penalties for any violation described herein. EPA shall give Respondent notice of its intent to revoke, which shall not be effective until received by Respondent in writing.
43. 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.
44. Unless specifically stated otherwise in this CAFO, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.

IX. EFFECTIVE DATE

45. 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 **Meggitt Aircraft Braking Systems Kentucky Corporation, Docket No. CAA-04-2021-0207(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:



Signature

29 July 2021

Date

Printed Name: JACOB ISAACSON

Title: VP FINANCE

Address: 190 Corporate Dr Danville, Ky 40422

The foregoing Consent Agreement In the Matter of **Meggitt Aircraft Braking Systems Kentucky Corporation, Docket No. CAA-04-2021-0207(b)**, 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

In the Matter of:

Meggitt Aircraft Braking Systems Kentucky Corporation,

Respondent.

Docket No. CAA-04-2021-0207(b)

FINAL ORDER

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 **Meggitt Aircraft Braking Systems Kentucky Corporation, Docket No. CAA-04-2021-0207(b)**, 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:

Mr. Lee A. Slone, Legal Counsel
Dinsmore & Shohl LLP
Email: Lee.Slone@dinsmore.com
Phone number: (937) 586-2610
Fifth Third Center,
One South Main Street, Suite 1300
Dayton, Ohio 45402

Mr. Keith Wilson, Facilities Manager
Meggitt Aircraft Braking Systems Kentucky Corporation
Email: Keith.Wilson@meggitt.com
Phone number: (859) 319-1924
190 Corporate Drive
Danville, Kentucky, 40422

To EPA:

Om P. Devkota, Case Development Officer
Devkota.om@epa.gov
Phone number: (404) 562-8963

Lucia Mendez, Associate Regional Counsel
Mendez.Lucia@epa.gov
Phone number: (404) 562-9637

U.S. EPA Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303-8960

Shannon L. Richardson, Regional Hearing Clerk
U.S. EPA Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303-8960