

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 3
Philadelphia, Pennsylvania 19103

FILED

Jan 26, 2026

1:23 pm

U.S. EPA REGION 3
HEARING CLERK

In the Matter of:

Gilbane Building Company : U.S. EPA Docket No. CWA-03-2026-0002
1100 North Glebe Road, #1000 :
Arlington, Virginia 22201 : Proceeding under SECTION 309(g) of the Clean
Water Act, 33 U.S.C. § 1319(g)

Respondent. :

McMillan Slow Sand Filtration Site :
2700 North Capitol Street NW :
Washington, D.C. 20002 :

Site. :

CONSENT AGREEMENT

PRELIMINARY STATEMENT

1. This Consent Agreement is entered into by the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region 3 (“Complainant”) and Gilbane Building Company (“Respondent”) (collectively the “Parties”), pursuant to Section 309(g) of the Clean Water Act (“CWA”), 33 U.S.C. § 1319(g), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation, Termination or Suspension of Permits (“Consolidated Rules of Practice”), 40 C.F.R. Part 22. Section 309(g) authorizes the Administrator of the U.S. Environmental Protection Agency to assess penalties and undertake other actions required by this Consent Agreement. The Administrator has delegated this authority to the Regional Administrator who, in turn, has delegated the authority to enter into agreements concerning administrative penalties to the Complainant. This Consent Agreement and the attached Final Order (hereinafter jointly referred to as the “Consent Agreement and Final Order”) resolve Complainant’s civil penalty claims against Respondent under the CWA (or the “Act”) for the violations alleged herein.
2. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant hereby simultaneously commences and resolves this administrative proceeding.

JURISDICTION

3. The U.S. Environmental Protection Agency (“EPA”) has jurisdiction over the above-captioned matter, as described in Paragraph 1, above.
4. The Consolidated Rules of Practice govern this administrative adjudicatory proceeding pursuant to 40 C.F.R. § 22.1(a)(6).
5. On July 24, 2025, the EPA sent a communication to the Washington, D.C. Department of Energy and the Environment giving prior notice of this action in accordance with Section 309(g)(l) of CWA, 33 U.S.C. § 1319(g)(l).

GENERAL PROVISIONS

6. For purposes of this proceeding only, Respondent admits the jurisdictional allegations set forth in this Consent Agreement and Final Order.
7. Except as provided in Paragraph 6, above, Respondent neither admits nor denies the specific factual allegations set forth in this Consent Agreement.
8. Respondent agrees not to contest the jurisdiction of the EPA with respect to the execution of this Consent Agreement, the issuance of the attached Final Order, or the enforcement of this Consent Agreement and Final Order.
9. For purposes of this proceeding only, Respondent hereby expressly waives its right to contest the allegations set forth in this Consent Agreement and Final Order and waives its right to appeal the accompanying Final Order.
10. Respondent consents to the assessment of the civil penalty stated herein, to the issuance of any specified compliance order herein, and to any conditions specified herein.
11. Respondent shall bear its own costs and attorney’s fees in connection with this proceeding.
12. Public notice of this Consent Agreement is required by section 309(g)(4)(A) of the CWA, 33 U.S.C. § 1319(g)(4)(A), and 40 C.F.R. § 22.45(b). Accordingly, the EPA is providing public notice and an opportunity to comment on the Consent Agreement prior to issuing the Final Order.
13. 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.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

14. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant alleges and adopts the Findings of Fact and Conclusions of Law set forth immediately below.
15. Section 301(a) of the Act, 33 U.S.C. § 1311(a), prohibits the discharge of any pollutant (other than dredged or fill material) from a point source into waters of the United States except in compliance with a permit issued pursuant to the National Pollutant Discharge Elimination System (“NPDES”) program under Section 402 of the Act, 33 U.S.C. § 1342.
16. Section 402(a) of the Act, 33 U.S.C. § 1342(a), provides that the Administrator of the EPA may issue permits under the NPDES program for the discharge of pollutants from point sources to waters of the United States. The discharges are subject to specific terms and conditions as prescribed in the permits.
17. Section 402(p) of the CWA, 33 U.S.C. § 1342(p), and 40 C.F.R. §§ 122.2 and 122.26 provide that facilities with stormwater discharges are “point sources” subject to NPDES permitting requirements under section 402(a) of the CWA, 33 U.S.C. § 1342(a).
18. Section 402(p) of the CWA, 33 U.S.C. § 1342(p), and the implementing regulation at 40 C.F.R. § 122.26(a)(1)(ii), require facilities discharging stormwater associated with industrial activity to obtain a permit. Under 40 C.F.R. § 122.26(c)(1), dischargers of stormwater associated with industrial activity must apply for an individual permit or seek coverage under a general permit.
19. “Pollutant” is defined as “dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials (except those regulated under the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 et seq.)), heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste discharged into water.” 40 C.F.R. § 122.2; *see also* 33 U.S.C. § 1362(6).
20. “Discharge of a pollutant” is defined as “[a]ny addition of any ‘pollutant’ or combination of pollutants to ‘waters of the United States’ from any ‘point source.’” 40 C.F.R. § 122.2; *see also* 33 U.S.C. § 1362(12).
21. “Point source” is defined as “any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate

collection system, vessel or other floating craft from which pollutants are or may be discharged.” 40 C.F.R. § 122.2; *see also* 33 U.S.C. § 1362(14).

22. “Storm water” is defined as “storm water runoff, snow melt runoff, and surface runoff and drainage.” 40 C.F.R. § 122.26(b)(13).
23. “Storm water discharge associated with industrial activity” includes “[c]onstruction activity including clearing, grading, and excavation, except operation that result in the disturbance of less than five acres of total land area. Construction activity also includes the disturbance of less than five acres of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb five acres or more.”
24. The EPA is the NPDES permitting authority for operators of construction stormwater discharges in the District of Columbia. Pursuant to Section 402(i) of the CWA, 33 U.S.C. § 1342(i), the EPA retains its authority to take enforcement action within the District of Columbia for NPDES permit violations.
25. In accordance with Section 402(a) of the CWA, 33 U.S.C. § 1342(a), the EPA issued a NPDES General Permit for Discharges from Construction Activities (the “2022 CGP”), which, for construction activities in the District of Columbia, became effective February 17, 2022.
26. The McMillan Slow Sand Filtration construction site (the “Site”) includes a total area of 29.75 acres, located at 2700 North Capitol Street NW, Washington, D.C. 20002. At the time of inspection, the active area of construction was approximately 7.44 acres. As of May 23, 2024, construction at the site has been completed. In May 2024, Respondent turned the site back over to the District of Columbia.
27. On April 28, 2022, Respondent submitted a Notice of Intent (“NOI”) requesting authorization to discharge stormwater associated with construction activity pursuant to the NPDES CGP. The relevant permit, NPDES CGP, No. DCR10009U, became effective on May 12, 2022.
28. Section 502(5) of the CWA, 33 U.S.C. § 1362, provides: “The term ‘person’ means an individual, corporation, partnership, association, State, municipality, commission, or political subdivision of a State or any interstate body.”
29. Gilbane Building Company is a corporation, incorporated in the state of Rhode Island and is a “person” within the meaning of Section 502(5) of the CWA, 33 U.S.C. § 1362, that may be subject to the assessment of civil penalties for the violations alleged herein.

30. A violation of the CGP is also a violation of the CWA and may be subject to penalties established under that statute.
31. Section 309(g) of the CWA, 33 U.S.C. § 1319(g), authorizes the assessment of administrative penalties against any person who violates any NPDES permit condition or limitation.
32. Appendix A of the 2022 CGP defines an “operator” of a construction site for which construction stormwater discharges will be covered as: “any party associated with a construction project that meets either of the following two criteria:
 - a. The party has operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications (e.g., in most cases this is the owner of the site); or
 - b. The party has day-to-day operational control of those activities at a project that are necessary to ensure compliance with the permit conditions (e.g., they are authorized to direct workers at a site to carry out activities required by the permit; in most cases this is the general contractor (as defined in Appendix A) of the project). Where there are multiple operators associated with the same project, all operators must obtain permit coverage. . . .”
33. From January 1, 2022 to May 23, 2024, Respondent was an “operator” of a portion of the 29.75 acre Site, responsible for 7.44 acres under active construction. Respondent served as the construction manager of the Site for the District of Columbia, with day-to-day operational control over the construction at the Site.
34. At all times relevant to this Consent Agreement, Respondent was engaged in “construction activity” at a Site that “discharges” “storm water” from a “point source” to the Washington, D.C. Municipal Separate Storm Sewer System (“MS4”), as those terms are described in federal regulations at 40 C.F.R. §§ 122.2 and 122.26.
35. Storm water from the Site discharges into the Washington, D.C. MS4, which flows to the Anacostia River. The Anacostia River is “waters of the United States” as the term is defined in Section 502(7) of the CWA, 33 U.S.C. 1362(7).
36. Pursuant to the EPA’s authority under Section 308 of the CWA, 33 U.S.C. § 1318(a), the EPA Inspectors conducted an inspection of the Site on November 9, 2023 (“Inspection”) where Respondents were conducting construction activities to determine compliance with the terms and conditions of NPDES CGP, No. DCR10009U.
37. Based on the Inspection and information provided to the Agency, the EPA has identified the following violations of the 2022 CGP described in the paragraphs below.

Count 1
Failure to Post Permit Coverage

38. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
39. Part 1.5 of the 2022 CGP requires the Permittee to post a sign or other notice of their permit coverage at a safe, publicly accessible location in close proximity to the construction site, visible from the public road nearest the active part of the construction site, and in font large enough to be viewed from a public right-of-way.
40. Part 1.5 of the 2022 CGP requires that at minimum, the notice must include (1) the NPDES ID, (2) a contact name and phone number for obtaining additional construction site information, (3) the Uniform Resource Locator (URL) for the Stormwater Pollution Prevention Plan (SWPPP) or a statement indicating how a copy of the SWPP can be obtained, (4) and a specific statement indicating that the EPA should be contacted via a specific website if indicators of stormwater pollutants are observed in the discharge or receiving water.
41. At the time of the Inspection, Respondent did not have the necessary Notice of Permit Coverage posted in accordance with the permit requirements.
42. At the time of the Inspection, Respondent violated Part 1.5 of the 2022 CGP by failing to post the appropriate sign or other notice of permit coverage in an appropriate place and with the necessary information, as required by the 2022 CGP.
43. In failing to comply with Part 1.5 of the 2022 CGP, Respondent violated the CWA and the 2022 CGP, issued pursuant to Section 402 of the CWA, 33 U.S.C. § 1342, and is subject to the assessment of penalties under Section 309(g) of the CWA, 33 U.S.C. § 1319(g).

Count 2
Failure to Install and Maintain Sediment Controls Along Perimeter Areas Downslope of Exposed Soil or Disturbed Areas

44. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
45. Part 2.1 of the 2022 CGP requires the Permittee to “design, install, and maintain stormwater controls required in Parts 2.2, 2.3, and 2.4 to minimize the discharge of pollutants in stormwater construction activities.”
46. Part 2.1.4 of the 2022 CGP requires that the Permittee “Ensure all stormwater controls are maintained and remain in effective operating condition during the permit coverage

and are protected from activities that would reduce their effectiveness.” This includes specific maintenance requirements for stormwater controls listed in the permit, maintenance recommended by the manufacturer, the immediate initiation of routine maintenance and completion by the close of next business day or the documentation of the infeasibility of that timeline, compliance with the corrective action procedures in Part 5 of the CGP for any repeated routine maintenance fixes, and compliance with corrective action deadlines of Part 5.2.1c for any significant repairs that are needed.

47. Part 2.2.3 of the 2022 CGP requires that the Permittee “Install sediment controls along any perimeter areas of the site that are downslope from any exposed soil or other disturbed areas.
48. At the time of the Inspection, Respondent failed to ensure the installation, maintenance, and effective operating condition of stormwater controls as required by the CGP. Specifically, silt fencing along the corner of Channing Street NW and North Capitol Street NW was observed to be partially collapsed and torn with various debris collected on the upgradient side of the fence. In addition, several perimeter areas that were downslope of exposed soil or disturbed areas did not have the necessary sediment controls installed. This included an area on First Street NW, approximately 15 feet from the corner of First Street NW and Channing Street NW, and a significant portion of the block of Channing Street NW, between First Street NW and North Capitol Street NW.
49. At the time of the Inspection, Respondent violated Parts 2.1, 2.1.4, and 2.2.3 of the 2022 CGP by failing to ensure the installation, maintenance, and effective operating condition of stormwater and sediment controls along perimeter areas of the site that were downslope from exposed soil or disturbed areas.
50. In failing to comply with Parts 2.1, 2.1.4, and 2.2.3 of the 2022 CGP, Respondent violated the CWA and the 2022 CGP, issued pursuant to Section 402 of the CWA, 33 U.S.C. § 1342, and is subject to the assessment of penalties under Section 309(g) of the CWA, 33 U.S.C. § 1319(g).

Count 3
Failure to Minimize Sediment Track-Out

51. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
52. Part 2.2.4 of the 2022 CGP requires that the Permittee minimize sediment track-out by, among other things, using appropriate stabilization techniques at all points that exit onto paved roads. The 2022 CGP indicates that examples of appropriate stabilization techniques include the use of aggregate stone with an underlying geotextile or non-woven filter fabric.

53. At the time of the Inspection, Respondent failed to ensure the installation, maintenance, and effective operating condition of stormwater controls, in this case stabilization techniques at the two construction site entrances/exits. There was significant degradation of the gravel pad, exposing bare soil and sediment, with no indication of an underlying geotextile or non-woven filter fabric.
54. At the time of the Inspection, Respondent violated Parts 2.1, 2.1.4, and 2.2.4 of the 2022 CGP by failing to ensure the installation, maintenance, and effective operating condition of stormwater controls to minimize sediment track-out.
55. In failing to comply with Parts 2.1, 2.1.4, and 2.2.4 of the 2022 CGP, Respondent violated the CWA and the 2022 CGP, issued pursuant to Section 402 of the CWA, 33 U.S.C. § 1342, and is subject to the assessment of penalties under Section 309(g) of the CWA, 33 U.S.C. § 1319(g).

Count 4
Failure to Stabilize Exposed Portions of the Site

56. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
57. Part 2.2.14 of the 2022 CGP requires the Permittee to implement and maintain stabilization measures in areas of exposed soil to minimize erosion. Such measures include seeding protected by erosion controls until vegetation is established, sodding, mulching, erosion control blankets, hydromulch, or gravel. For areas larger than five acres, installation of stabilization measures is to begin immediately in any areas of exposed soil where construction activities have permanently ceased or will be temporarily inactive for 14 or more calendar days and the installation of stabilization measures is to be completed as soon as practicable, but not later than seven calendar days after stabilization was initiated. Any unforeseen circumstances that delayed the initiation of such measures is to be documented in the SWPPP.
58. At the time of the Inspection, Respondent failed to properly implement and maintain stabilization measures on a portion of the Site. This includes an extended area of sloped and exposed soil where vegetation was not fully established. This area, which was not under active construction, encompassed a substantial portion of the block of Channing Street NW between First Street NW and North Capitol Street NW. There was sporadic vegetation along the sloped area, but a substantial portion was either exposed soil or poorly established vegetation. There was no evidence of erosion control in place to protect any seed that may or may not have been laid. There were no other stabilization measures in use. At the corner of First Street NW and Channing Street NW, there were clear erosion channels in areas of partially established vegetation, indicating that the

stabilization measures were not implemented effectively.

59. At the time of the Inspection, Respondent violated Part 2.2.14 of the 2022 CGP by failing to implement and maintain stabilization measures in exposed portions of the Site.
60. In failing to comply with Part 2.1, 2.1.4, and 2.2.14 of the 2022 CGP, Respondent violated the CWA and the 2022 CGP, issued pursuant to Section 402 of the CWA, 33 U.S.C. § 1342, and is subject to the assessment of penalties under Section 309(g) of the CWA, 33 U.S.C. § 1319(g).

Count 5

Failure to Implement Pollution Prevention Controls for Building Products, Materials, Wastes and Washout

61. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
62. Part 2.3.3 of the 2022 CGP outlines certain requirements for storage, handling, and disposal of building products, materials and wastes. Subpart (a) is specific to building materials and building products such as concrete. Subpart (e) requires the use of waste containers of sufficient size and number to contain construction and domestic wastes, and the use of lids or other cover to minimize the discharge of pollutants, end of business day clean up and disposal of waste, and immediate clean up of overflow. It also provides that certain waste remnants and unused construction materials do not require waste containers, but they must be stored separately from other construction waste and be stored in designated areas as described in the SWPPP.
63. Part 2.3.4 of the 2022 CGP lists requirements for washing applicators and containers used for stucco, paint, concrete, form release oils, curing compounds, or other materials. Subpart (a) specifies that the Permittee must direct wash water into a leak-proof container or leak-proof and lined pit designed so no overflows can occur due to inadequate sizing or precipitation. Subpart (b.ii) specifies that the Permittee must handle washout or cleanout wastes by “remov[ing] and dispos[ing] of hardened concrete waste consistent with [their] handling of other construction wastes in Part 2.3.3e.”
64. At the time of the Inspection, Respondent failed to properly store, handle, and dispose of building products, materials and wastes. Concrete waste was observed on the ground near a concrete washout bin. Concrete waste was also uncovered on the ground near the main construction entrance.
65. At the time of the Inspection, Respondent failed to properly handle washout or cleanout waste. There were two concrete washout bins that were full and uncovered with a

potential for overflow. One washout bin was leaking.

66. At the time of the Inspection, Respondent violated Part 2.1, 2.1.4, 2.3.3(a), 2.3.3(e), and 2.3.4 of the 2022 CGP by failing to properly store, handle and dispose of building products, materials, wastes, and washout.
67. In failing to comply with 2.1, 2.1.4, 2.3.3(a), 2.3.3(e), and 2.3.4 of the 2022 CGP, Respondent violated the CWA and the 2022 CGP, issued pursuant to Section 402 of the CWA, 33 U.S.C. § 1342, and is subject to the assessment of penalties under Section 309(g) of the CWA, 33 U.S.C. § 1319(g).

Count 6
Failure to Document Corrective Actions

68. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
69. Part 5.1 of the 2022 CGP requires that the Permittee take corrective action under certain circumstances, including when a stormwater control requires significant repair, or when a new or replacement control is needed (CGP 2022 Part 5.1.1), when a necessary stormwater control was never installed or installed incorrectly (CGP 2022 Part 5.1.2), or the Permittee has completed those steps and made any changes deemed necessary.
70. Part 5.4 of the 2022 CGP requires that the Permittee keep and maintain a corrective action log. Parts 5.4.1-4 detail specific requirements for the corrective action log.
71. From at least the time of the Inspection through project completion, Respondent failed to keep or maintain a corrective action log. Respondent indicated to the EPA that they did not document corrective actions in all cases but also indicated that all corrective measures were taken.
72. From at least the time of the Inspection through project completion, Respondent violated Part 5.4 of the 2022 CGP by failing to keep and maintain a corrective action log.
73. In failing to comply with Part 5.4 of the 2022 CGP, Respondent violated the CWA and the 2022 CGP, issued pursuant to Section 402 of the CWA, 33 U.S.C. § 1342, and is subject to the assessment of penalties under Section 309(g) of the CWA, 33 U.S.C. § 1319(g).

Count 7
Failure to Maintain an Adequate Stormwater Pollution Prevention Plan (SWPPP)

74. The information and allegations in the preceding paragraphs of this Consent Agreement

are incorporated herein by reference.

75. Parts 7.1 and 7.2 of the 2022 CGP outline the general requirements and the minimum contents of the required Stormwater Pollution Prevention Plan (SWPPP). Part 7.2.1 requires a list of all operators that will be engaged in construction on site and the areas of the site over which each operator has control. Part 7.2.2 requires a list of personnel that are on the stormwater team pursuant to NPDES CGP Part 6.1, including their individual responsibilities. Part 7.2.4 requires the inclusion of a legible site map, or series of maps, that provides the features listed in subparts (a) through (k).
76. Part 7.4.2 of the 2022 CGP requires that the Permittee “maintain records showing the dates of all SWPPP modifications. The records must include the name of the person authorizing each change...and a brief summary of all changes.”
77. From at least the time of the Inspection through project completion, Respondent failed to provide a SWPPP consistent with the requirement of the 2022 CGP. Respondent provided an Erosion and Sediment Control (E&S) Plan and a separate document that was identified as a SWPPP. However, upon review of both documents, neither the E&S Plan nor the “SWPPP” provided met the minimum requirements of a SWPPP. Neither document included:
 1. Locations where sediment, soil, or other construction materials will be stockpiled;
 2. Locations of any receiving waters within the site and all receiving waters within one mile downstream of the site’s discharge point(s), or identify if any of these receiving waters are listed as impaired or are identified as a Tier 2, Tier 2.5, or Tier 3 water;
 3. Drainage patterns of stormwater and authorized non-stormwater before and after major grading activities;
 4. Locations of all potential pollutant-generating activities identified in Subpart 7.2.3g;
 5. Designated areas where construction wastes that are covered by the exception in Subpart 2.3.3e.ii because they are not pollutant-generating will be stored;
 6. Locations of stormwater controls, including natural buffer areas and any shared controls utilized to comply with this permit;
 7. Locations where polymers, flocculants, or other treatment chemicals will be used and stored;

8. A list of operators;
9. A training log for personnel;
10. A list of individuals on the stormwater team; and
11. A SWPPP modification log.

78. From at least the time of the Inspection through project completion, Respondent violated Parts 7.1, 7.2, and 7.4.2 of the 2022 CGP by failing to develop and maintain a SWPPP consistent with the requirements of the 2022 CGP, or a log of any modifications to a SWPPP.

79. In failing to comply with Parts 7.1, 7.2, and 7.4.2 of the 2022 CGP, Respondent violated the CWA and the 2022 CGP, issued pursuant to Section 402 of the CWA, 33 U.S.C. § 1342, and is subject to the assessment of penalties under Section 309(g) of the CWA, 33 U.S.C. § 1319(g).

CIVIL PENALTY

80. In settlement of the EPA's claims for civil penalties for the violations alleged in this Consent Agreement, Respondent consents to the assessment of a civil penalty in the amount of **Thirty-Nine Thousand Five Hundred dollars (\$39,500.00)**, which Respondent shall be liable to pay in accordance with the terms set forth below.
81. In determining the amount of the civil penalty to be assessed, the EPA has taken into account the factors specified in Section 309(g) of the CWA, 42 U.S.C. § 1319(g). After considering these factors, the EPA has determined that an appropriate penalty to settle this action is \$39,500.
82. Respondent agrees to pay a civil penalty in the amount of **\$ 39,500.00** ("Assessed Penalty") within thirty (30) days of the Effective Date of this Consent Agreement and Final Order.
83. Respondent shall pay the Assessed Penalty and any interest, fees, and other charges due using one of the electronic payment options provided on the EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions relating to electronic payment options, see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>. Respondent acknowledges that the EPA has provided adequate notification that, prior to the Effective Date, in accordance with Executive Order 14247: Modernizing Payments To and From America's Bank Account, the EPA ceased accepting

paper checks as a form of payment of civil penalties and the EPA only accepts specific electronic methods of payments as provided on the above website.

84. When making a payment, Respondent shall:

- a. Identify every payment with Respondent's name and the docket number of this Consent Agreement, **CWA-03-2026-0002**.
- b. Concurrently with any payment or within 24 hours of any payment, Respondent shall serve Proof of Payment simultaneously **by email** to the following person(s):

Ryan Stephens
Assistant Regional Counsel
stephens.ryan@epa.gov,

U.S. Environmental Protection Agency
Cincinnati Finance Center
CINWD_AcctsReceivable@epa.gov,

and

U.S. EPA Region 3 Regional Hearing Clerk
R3_Hearing_Clerk@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 the EPA requirements, in the amount due, and identified with the appropriate docket number and Respondent's name.

85. Interest, Charges, and Penalties on Late Payments. Pursuant to 33 U.S.C. § 1319(g)(9), 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay any portion of the Assessed Penalty, interest, or other charges and penalties per this Consent Agreement, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing, and the EPA is authorized to recover the following amounts.

- a. Interest. Interest begins to accrue from the Effective Date. If the Assessed Penalty is paid in full within thirty (30) days, interest accrued is waived. If the Assessed Penalty is not paid in full within thirty (30) days, interest will continue to accrue until the unpaid portion of the Assessed Penalty as well as any interest, penalties, and other charges are paid in full. Interest will be assessed at prevailing rates, per 33 U.S.C. § 1319(g)(9). The rate of interest is the IRS **large corporate** underpayment rate.

- b. Handling Charges. The United States' enforcement expenses including, but not limited to, attorneys' fees and costs of collection proceedings.
- c. Late Payment Penalty. A twenty percent (20%) quarterly non-payment penalty.

86. 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 Consent Agreement, the EPA may take additional actions. Such actions the EPA may take include, but are not limited to, the following.

- a. Refer the debt to a credit reporting agency or a collection agency, per 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 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.
- 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, per 40 C.F.R. § 13.17.
- d. Request that the Attorney General bring a civil action in the appropriate district court to recover the full remaining balance of the Assessed Penalty, in addition to interest and the amounts described above, pursuant to 33 U.S.C. § 1319(g)(9). In any such action, the validity, amount, and appropriateness of the Assessed Penalty shall not be subject to review.

87. 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.

88. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Consent Agreement shall not be deductible for purposes of federal taxes.

89. Payment of the civil penalty is due and payable immediately upon receipt by Respondent of a true and correct copy of the fully executed and filed Consent Agreement and Final Order. Receipt by Respondent or Respondent's legal counsel of such copy of the fully executed Consent Agreement and Final Order, with a date stamp indicating the date on which the Consent Agreement and Final Order was filed with the

Regional Hearing Clerk, shall constitute receipt of written initial notice that a debt is owed the EPA by Respondent in accordance with 40 C.F.R. § 13.9(a).

90. The Parties consent to service of the Final Order by e-mail at the following valid email addresses: Stephens.Ryan@epa.gov (for Complainant), and KProtas@GilbaneCo.com (for Respondent).

GENERAL SETTLEMENT CONDITIONS

91. By signing this Consent Agreement, Respondent acknowledges that this Consent Agreement and Final Order will be available to the public and represents that, to the best of Respondent's knowledge and belief, this Consent Agreement and Final Order does not contain any confidential business information or personally identifiable information from Respondent.
92. Respondent certifies that any information or representation it has supplied or made to the EPA concerning this matter was, at the time of submission true, accurate, and complete and that there has been no material change regarding the truthfulness, accuracy or completeness of such information or representation. The EPA shall have the right to institute further actions to recover appropriate relief if the EPA obtains evidence that any information provided and/or representations made by Respondent to the EPA regarding matters relevant to this Consent Agreement and Final Order, including information about Respondent's ability to pay a penalty, are false or, in any material respect, inaccurate. This right shall be in addition to all other rights and causes of action that the EPA may have, civil or criminal, under law or equity in such event. Respondent and its officers, directors and agents are aware that the submission of false or misleading information to the United States government may subject a person to separate civil and/or criminal liability.

OTHER APPLICABLE LAWS

93. Nothing in this Consent Agreement and Final Order shall relieve Respondent of its obligation to comply with all applicable federal, state, and local laws and regulations, nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on the validity of any federal, state or local permit. This Consent Agreement and Final Order does not constitute a waiver, suspension or modification of the requirements of the CWA, or any regulations promulgated thereunder.

RESERVATION OF RIGHTS

94. This Consent Agreement and Final Order resolves only the EPA's claims for civil penalties for the specific violation[s] alleged against Respondent in this Consent Agreement and

Final Order. The EPA reserves the right to commence action against any person, including Respondent, in response to any condition which the EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. This settlement is subject to all limitations on the scope of resolution and to the reservation of rights set forth in Section 22.18(c) of the Consolidated Rules of Practice, 40 C.F.R. § 22.18(c). The EPA reserves any rights and remedies available to it under the CWA, the regulations promulgated thereunder and any other federal law or regulation to enforce the terms of this Consent Agreement and Final Order after its effective date. Respondent reserves whatever rights or defenses it may have to defend itself in any such action.

EXECUTION /PARTIES BOUND

95. This Consent Agreement and Final Order shall apply to and be binding upon the EPA, the Respondent and the officers, directors, employees, contractors, successors, agents and assigns of Respondent. By providing the signature below, the person who signs this Consent Agreement on behalf of Respondent is acknowledging that the person signing is fully authorized by the Respondent to execute this Consent Agreement and to legally bind Respondent to the terms and conditions of this Consent Agreement and Final Order.

EFFECTIVE DATE

96. Pursuant to 40 C.F.R. § 22.45(b), this Consent Agreement and Final Order shall be issued only after a 40-day public notice and comment period is concluded. This Consent Agreement and Final Order will become final and effective ("Effective Date") thirty (30) days after having been signed by the Regional Administrator or his delegate, the Regional Judicial Officer, and filed with the Regional Hearing Clerk.

ENTIRE AGREEMENT

97. This Consent Agreement and Final Order constitutes the entire agreement and understanding between the Parties regarding settlement of all claims for civil penalties pertaining to the specific violations alleged herein and there are no representations, warranties, covenants, terms, or conditions agreed upon between the Parties other than those expressed in this Consent Agreement and Final Order.

For Respondent: Gilbane Building Company

Date: OCTOBER 28, 2025

By:



Tyler Swartzwelder
SVP, DC Business Leader

~~Tyler Swartzwelder
SVP, DC Business Leader~~

For the Complainant:

After reviewing the Consent Agreement and other pertinent matters, I, the undersigned Acting Director of the Enforcement & Compliance Assurance Division of the United States Environmental Protection Agency, Region 3, agree to the terms and conditions of this Consent Agreement and recommend that the Regional Administrator, or the Regional Administrator's designee, the Regional Judicial Officer, issue the attached Final Order.

By: _____

[Digital Signature and Date]

Acting Director

Enforcement & Compliance Assurance Division

U.S. EPA – Region 3

Complainant

Attorney for Complainant:

By: _____

[Digital Signature and Date]

Ryan Stephens

Assistant Regional Counsel

U.S. EPA – Region 3

FILED

Jan 26, 2026

1:23 pm

U.S. EPA REGION 3
HEARING CLERK

In the Matter of:

Gilbane Building Company : U.S. EPA Docket No. CWA-03-2026-0002
1100 North Glebe Road, #1000 :
Arlington, Virginia 22201 : Proceeding under SECTION 309(g) of the Clean
Water Act, 33 U.S.C. § 1319(g)
Respondent. :
McMillan Slow Sand Filtration Site :
2700 North Capitol Street NW :
Washington, D.C. 20002 :
Site. :
:

FINAL ORDER

Complainant, the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region 3, and Respondent, Gilbane Building Company have executed a document entitled "Consent Agreement," which I hereby ratify as a Consent Agreement in accordance with the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits ("Consolidated Rules of Practice"), 40 C.F.R. Part 22 (with specific reference to [Sections 22.13(b) and 22.18(b)(2) and (3) *(for Super Consent Agreement/Final Orders)*]. The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated into this Final Order as if fully set forth at length herein.

NOW, THEREFORE, PURSUANT TO Section 309(g), 33 U.S.C. § 1319(g) of the CWA and Section 22.18(b)(3) of the Consolidated Rules of Practice, **IT IS HEREBY ORDERED** that Respondent pay a civil penalty in the amount of **THIRTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$39,500.00)**, in accordance with the payment provisions set forth in the Consent Agreement and in 40 C.F.R. § 22.31(c), and comply with the terms and conditions of the Consent Agreement.

This Final Order constitutes the final Agency action in this proceeding. This Final Order shall not in any case affect the right of the Agency or the United States to pursue appropriate injunctive or other equitable relief, or criminal sanctions for any violations of the law. This Final Order

resolves only those causes of action alleged in the Consent Agreement and does not waive, extinguish or otherwise affect Respondent's obligation to comply with all applicable provisions of the CWA and the regulations promulgated thereunder.

The effective date of the foregoing Consent Agreement and this Final Order is thirty (30) days after having been signed by the Regional Administrator or her delegate, the Regional Judicial Officer, and filed with the Regional Hearing Clerk.

By: _____

Regional Judicial and Presiding Officer
U.S. EPA Region 3

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 3
Philadelphia, Pennsylvania 19103

In the Matter of: :
:
Gilbane Building Company :
1100 North Glebe Road, #1000 : U.S. EPA Docket No. CWA-03-2026-0002
Arlington, Virginia 22201 :
:
Respondent. : Proceeding under SECTION 309(g) of the Clean
Water Act, 33 U.S.C. § 1319(g)
:
McMillan Slow Sand Filtration Site :
2700 North Capitol Street NW :
Washington, D.C. 20002 :
:
Site. :

CERTIFICATE OF SERVICE

I certify that the foregoing ***Consent Agreement and Final Order*** was filed with the EPA Region 3 Regional Hearing Clerk on the date that has been electronically stamped on the ***Consent Agreement and Final Order***. I further certify that on the date set forth below, I caused to be served a true and correct copy of the foregoing to each of the following persons, in the manner specified below, at the following addresses:

Copies served via email to:

Tyler Swartzwelder
SVP, DC Business Leader
Gilbane Building Company
TSwartzwelder@GilbaneCo.com

Kristin E. Protas
VP, Deputy General Counsel
Gilbane Building Company
KProtas@GilbaneCo.com

Ryan Stephens
Assistant Regional Counsel
U.S. EPA, Region 3
stephens.ryan@epa.gov

Angela Weisel
Life Scientist
U.S. EPA, Region 3
weisel.angela@epa.gov

[Digital Signature and Date]

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 3