

**UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 2
290 Broadway
New York, NY 10007-1866**

IN THE MATTER OF:

Mastro Concrete, Inc.
154-33 Brookville Road
Rosedale, New York 11422

Respondent

Proceeding pursuant to Section 309(g) of the
Clean Water Act, 33 U.S.C. § 1319(g)

**CONSENT AGREEMENT AND
FINAL ORDER**

Docket No. CWA-02-2025-3304

CONSENT AGREEMENT AND FINAL ORDER

United States Environmental Protection Agency, Region 2 (“EPA”) and Respondent, Mastro Concrete, Inc. (“Respondent” or “Mastro”), by their undersigned representatives, hereby consent and agree as follows:

I. PRELIMINARY STATEMENTS

1. This Consent Agreement is entered into by the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region 2 (“Complainant”) and Respondent (collectively the “Parties”), pursuant to Section 309(g) of the Clean Water Act (“CWA” or “the Act”), 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” or “CROP”), 40 C.F.R. Part 22. The CWA 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 for the violations alleged herein.
2. Complainant and Respondent agree that settlement of this matter is in the public interest, and that entry of this Agreement and its incorporation into a Final Order without further litigation and without adjudication of any issues of fact or law will avoid prolonged and potentially complicated litigation between the parties.

3. Respondent hereby waives its right to a judicial or administrative hearing or appeal on any issue of law or fact set forth in this Consent Agreement and Final Order.
4. This Agreement contains all settlement terms agreed to by the parties.

II. PROCEDURAL FINDINGS

1. The following Procedural Findings are made pursuant to the authority vested in the Administrator of the EPA by the Clean Water Act, 33 U.S.C. § 1251 *et seq.* (“Act”), which authority has been duly delegated to the Regional Administrator of EPA Region 2, and since further re-delegated to the Director, Enforcement and Compliance Assurance Division, EPA Region 2.
2. EPA is initiating and concluding this proceeding for the assessment of a civil penalty, pursuant to Section 309(g) of the Act, 33 U.S.C. § 1319(g), and 40 C.F.R. §§ 22.18(b)(2) and (3) of the Consolidated Rules of Practice (“CROP”), which sets forth procedures for conclusion of administrative civil penalty assessment proceedings through issuance of a consent agreement and final order.
3. EPA initiated this proceeding to achieve compliance with the Act pursuant to Section 309(g)(2)(A) of the Act, 33 U.S.C. § 1319(g)(2)(A).

III. APPLICABLE LAW

1. Section 301(a) of the Act, 33 U.S.C. § 1311(a), prohibits the discharge of any pollutant by any person from a point source into navigable waters of the United States, except in compliance with, *inter alia*, Section 402 of the Act, 33 U.S.C. § 1342.
2. Section 402 of the CWA, 33 U.S.C. § 1342, authorizes the Administrator of EPA to issue a National Pollutant Discharge Elimination System (“NPDES”) permit for the discharge of any pollutant, or combination of pollutants, subject to certain requirements of the CWA and conditions which the Administrator determines are necessary. The New York State Department of Environmental Conservation (“NYSDEC”) is the agency with the authority to administer the federal NPDES program in New York pursuant to Section 402 of the CWA, 33 U.S.C. § 1342. EPA maintains concurrent enforcement authority with authorized States for violations of the CWA. Additionally, under the authority granted to the NYSDEC by the EPA under Section 402(b) of the CWA, 33 U.S.C. § 1342(b), a State Pollutant Discharge Elimination System (“SPDES”) permit is required to be issued to facilities by the NYSDEC for the discharge of pollutants from said facilities from a point source to a navigable water of the United States.
3. “Person” is defined by Section 502(5) of the CWA, 33 U.S.C. § 1362(5), to include an individual, corporation, partnership, association, or municipality.

4. “Discharge of a pollutant” is defined by Section 502(12) of the CWA, 33 U.S.C. § 1362(12), to include any addition of any pollutant to navigable waters from any point source.
5. “Pollutant” is defined by Section 502(6) of the CWA, 33 U.S.C. § 1362(6), to include, among other things, solid waste, dredged spoil, rock, sand, cellar dirt, sewage, sewage sludge, and industrial, municipal and agricultural waste discharged to water.
6. “Point source” is defined by Section 502(14) of the CWA, 33 U.S.C. § 1362(14), to include 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, or vessel or other floating craft, from which pollutants are or may be discharged.
7. “Navigable waters” are defined by Section 502(7) of the CWA, 33 U.S.C. § 1362(7), as “waters of the United States, including the territorial seas.”
8. “Owner or operator” is defined by 40 C.F.R. § 122.2 as the owner or operator of any “facility or activity” subject to regulation under Section 402 of the CWA, 33 U.S.C. § 1342(a).
9. Section 308(a) of the Act, 33 U.S.C. § 1318, provides, in relevant part, that the Administrator of EPA may require the owner or operator of any point source to, among other things: Maintain such records; make such reports; install, use and monitor such equipment; sample such effluents; and provide such other information as may reasonably be required in order to carry out Section 402 of the Act, 33 U.S.C. § 1342.
10. Section 402(p) of the Act, 33 U.S.C. § 1342(p) sets forth the requirements for the discharges of stormwater.
11. The Administrator of EPA has promulgated regulations, 40 C.F.R. § 122.26(a)(1)(ii) and § 122.26(b)(14), which require operators to obtain a NPDES permit for stormwater discharges associated with industrial activity. The regulations at 40 C.F.R. § 122.26(b)(14) establish requirements for stormwater discharges associated with industrial activity.
12. The terms “Industrial Stormwater Permit”, “Multi Sector General Stormwater Permit” or “MSGP” mean the NYSDEC SPDES Multi-Sector General Permit for Stormwater Discharges Associated with Industrial Activity. The MSGP (GP-0-17-004), issued by the NYSDEC became effective on March 1, 2018, and expired on February 28, 2023. This MSGP was administratively extended until March 8, 2023, when MSGP GP-0-23-001 became effective.
13. The terms “individual SPDES Permit” or “Individual Permit” refer to an individual SPDES permit issued by NYSDEC that authorizes processed wastewater and stormwater discharges.

14. Pursuant to 40 C.F.R. § 122.41(a), permittees must comply with all conditions of their permit, and any permit noncompliance constitutes a violation of the CWA and is grounds for enforcement action.

IV. FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. This Consent Agreement alleges violations of Section 301 and 402 of the Act, 33 U.S.C. §§ 1311 and 402, for Respondent's failure to comply with its SPDES MSGP permit and for discharges of process wastewater, not authorized by the MSGP, from Respondent's Facility to Hook's Creek, a tidal tributary of Jamaica Bay, a navigable water of the United States.
2. Respondent is a ready-mix concrete facility ("Facility" or "Site") located at 154-33 Brookville Boulevard and incorporated in the State of New York.
3. As a corporation incorporated in the State of New York, Respondent is a "person" within the meaning of Section 502(5) of the CWA, 33 U.S.C. § 1362(5).
4. Respondent owns and operates the ready-mix concrete supply company at the Site and is therefore an Owner and Operator within the meaning of 40 C.F.R. § 122.2.
5. Respondent's Facility discharges stormwater associated with industrial activity, a "pollutant" within the meaning of Section 502(6) of the CWA, 33 U.S.C. § 1362(6) to Hook's Creek. Respondent obtained the appropriate authorization under the MSGP in order to discharge pollutants as defined in Section 502(12) of the CWA, 33 U.S.C. § 1362(12).
6. The Respondent's operations at the Facility are classified as Standard Industrial Classification ("SIC") Code 3273 (Ready-Mixed Concrete), and therefore the Facility is regulated under both 40 C.F.R. § 122.26 and the MSGP.
7. Respondent's discharge of stormwater associated with stormwater activities was first covered by MSGP GP-0-17-004 that became effective on March 1, 2018, and is currently covered under MSGP GP-0-23-001, which became effective on March 8, 2023.
8. Hook's Creek is a tidal tributary of Jamaica Bay, which is a tributary of New York Harbor and the Atlantic Ocean and is thus a navigable water of the United States within the meaning of Section 502(7) of the CWA, 33 U.S.C. 1362(7).
9. Respondent's Facility also discharges industrial process wastewater, a "pollutant" within the meaning of Section 502(6) of the CWA, 33 U.S.C. § 1362(6) to Hook's Creek. The MSGP does not authorize the Respondent to discharge such process wastewater.

10. On July 10, 2023, a representative of EPA Region 2 conducted a Compliance Evaluation Inspection (“CEI”) to assess compliance with the MSGP and Sections 301 and 402 of the CWA at the Facility.
11. Based upon non-compliance found during the CEI, EPA issued Information Request and Administrative Compliance Order CWA-02-2023-3042 (“Order”) dated August 8, 2023.

A. Unauthorized Discharges

12. Part I.B.2 of the MSGPs (GP-0-17-004 and GP-0-23-001), entitled “Non-Stormwater Discharges Authorized”, authorizes the discharge of allowable non-stormwater listed in 6 NYCRR Part 750-1.2(a)(29)(vi). Process wastewater is not an allowable discharge under this regulation.
13. Section VII.E of the MSGPs, entitled “Prohibition of Non-Stormwater Discharges”, specifically states that, “[f]acilities engaged in production of ready-mix concrete, concrete block, brick or similar products shall include in the certification a description of measures that ensure that process wastewater that results from washing of trucks, mixers, transport buckets, forms or other equipment are discharged in accordance with a separate SPDES permit or are recycled.”
14. Based on the Facility’s Stormwater Pollution Prevention Plan (“SWPPP”) and the on-site inspection, the EPA has determined that Respondent routinely washes out the barrels of concrete trucks and roll off containers holding concrete waste on-site. This washwater enters one of the Facility’s four interconnected concrete washwater retention basins identified on the Site Map within the Stormwater Pollution Prevention Plan (“SWPPP”) as “stormwater retention basins.” During the inspection, the EPA inspector observed a submersible pump, which appeared to have concrete residue on it, directly beside the third stormwater retention basin. The pump was connected to a blue flexible hose that was in turn connected to a green flexible hose, and the green hose ran from the retention basin to the sandy shoreline of Hooks Creek. The green hose outlet was set near the bank of Hook’s Creek with a clear, discrete channel flowing directly into Hook’s Creek. The EPA inspector identified industrial byproduct in the sand near the hose outlet and in the channel. Concrete truck barrel washwater and roll off container washwater are process wastewaters and thus cannot be discharged under the MSGP.
15. Respondent’s submittal in response to EPA’s Order dated December 6, 2023, stated that, “[a]t the time of the July 10, 2023, inspection, the pipe that transfers the recycled water to the water tank for concrete production failed and needed to be repaired, as explained previously. Therefore, since it could not be used to pump water to the water tank, a submersible pump was used to remove excess water from the retention basins to a pump truck, when the truck reached capacity, some water was discharged to Hook’s Creek.” The response also stated that, “other than for about a one week period that included July 10th, process water is not discharged off-site.” Based upon EPA’s CEI and Respondent’s December 6, 2023 submittal, there were 7 days of unauthorized discharges of process wastewater that included July 10, 2023.

16. As shown in the NearMap imagery from August 24, 2021, there was a white plume in Hook's Creek that, based on the image, originates directly in line with the stormwater retention basins at the Facility. (Exhibit 1).
17. As shown in the NearMap imagery provided by NYSDEC, there was also a process wastewater discharge from the Facility on March 4, 2022. The image depicts a white plume in Hook's Creek that originates approximately in line (slightly to the south) of the stormwater retention basins at the Facility (Exhibit 2).
18. Based upon a Pictometry Image of the site dated March 3, 2023, there was a discharge of concrete washwater from a green hose, which carries the washwater from the stormwater retention basins down the slope of the embankment that runs the property and outlets near the bank of Hook's Creek with a clear channel flowing from the outlet to the Creek. The image also depicts a large plume of white material in Hook's Creek that originates from the hose outlet. (Exhibit 3(a)-(d)).
19. Based on the findings in Paragraphs 12 through 18, EPA finds the Respondent has violated Sections 301 and 402 of the Act by discharging pollutants into a water of the United States without authorization via a point source on four (4) separate and distinct occasions.

B. Noncompliance with the MSGP

20. Part IV. B of the MSGP requires that quarterly routine inspections be conducted and written documentation of the inspections be maintained with the SWPPP. Based on the July 10, 2023 CEI, the quarterly routine inspection report for the second quarter 2023 was not available as required in violation of the Permit.
21. Part VI.C.2 of the MSGP (GP-0-17-004 and GP-0-23-001) requires that monitoring records be maintained for 5 years from the date of sample. The benchmark monitoring laboratory report for the second half of 2020 was not available at the time of the inspection. Benchmark monitoring results did appear in EPA's ECHO database, but failing to maintain the monitoring records on-site violates Section VI.C.2 of the MSGP.
22. Part II.A.3.a.(4) of the MSGP (GP-0-23-001), Maintenance, requires cleaning the catch basins when the depth of the debris reaches two-thirds of the sump depth and the debris surface be kept at least six inches below the lowest outlet pipe. As documented during EPA's July 10, 2023, CEI:
 - a. the trench drain at the north entrance to the Facility was clogged and completely filled with solids;
 - b. there was ponded water located above a catch basin in the northern portion of the Facility near the material storage bins.
23. As described above, the Respondent violated the MSGP by failing to conduct maintenance in violation of Part II.A.3.a.(4) of the MSGP.

24. Part II.A.2 of the MSGP (GP-0-23-001), Good Housekeeping, requires that all exposed areas be kept clean. As documented during EPA's July 10, 2023, CEI there was track out of sediment/materials onto Brookfield Boulevard from the Facility's north entrance in violation of Part II.A.2 of the MSGP.
25. Based on these Findings, the EPA finds Respondent to be in violation of Section 301 and 402 of the Act, 33 U.S.C. §§ 1311 and 1342, and applicable implementing regulations.
26. Each day of discharges and noncompliance with the MSGP constitutes an additional day of violation of Section 301 and 402 of the Act, 33 U.S.C. §§ 1311 and 1342.

V. CONSENT AGREEMENT

1. The Paragraphs above are re-alleged and incorporated herein by reference.
2. EPA and Respondent agree that it is in the public interest to resolve the issues alleged in this Consent Agreement without further litigation and the expense and effort that litigation entails.

Based upon the foregoing and pursuant to Section 309(g) of the Act, 33 U.S.C. § 1319(g), and the CROP, it is hereby agreed by and between EPA and Respondent, and Respondent voluntarily and knowingly agrees as follows:

VI. SETTLEMENT TERMS

1. Respondent admits the jurisdictional allegations set forth in this Consent Agreement and Final Order and neither admits nor denies the factual allegations contained herein.
2. Respondent further waives its right to contest the allegations, at a judicial or administrative hearing, or to appeal this Consent Agreement and Final Order.
3. 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.
4. Respondent shall bear their own costs and attorney's fees in connection with this proceeding.

VII. CIVIL PENALTY

1. In settlement of 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 **fifty-five thousand dollars (\$55,000)**, which Respondent shall be liable to pay in accordance with the terms set forth below.
2. Respondent shall pay the Assessed Penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the EPA website:

<https://www.epa.gov/financial/makepayment>. For additional instructions see:
<https://www.epa.gov/financial/additional-instructions-making-payments-epa>.

3. When making a payment, Respondent shall:

- a. Identify every payment with Respondent's name and the docket number of this Agreement, Docket No. CWA-02-2025-3304.
- b. Concurrently with any payments or within 24 hours of any payment, Respondent shall serve proof of such payment to the following persons:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 2
209 Broadway, 16th Floor
New York, New York 10007

Andie D'Angelo
U.S. Environmental Protection Agency, Region 2
290 Broadway, 16 Fl.
New York, New York 10007
Dangelo.andie@epa.gov

and

U.S. Environmental Protection Agency
Cincinnati Finance Center
Via electronic mail to:
CINWD_AcctsReceivable@epa.gov

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

4. Payments must be made within thirty (30) days of the effective date of the Final Order.
5. Interest, Charges, and Penalties on Late Payments. Pursuant to 33 U.S.C. §1319(g)(9), 31 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 Agreement, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing and EPA is authorized to recover the following amounts.
 - a. Interest. Interest begins to accrue from the Filing 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 any 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 set at the IRS Standard 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.

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

a. Refer the debt to a credit reporting agency or 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 EPA or engaging in programs 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 Civil 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.

7. 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.

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

a. The civil penalty is based upon EPA's consideration of a number of factors, including the penalty criteria ("statutory factors") set forth in Section 309(g) of the CWA, 33 U.S.C. § 1319(g), including, the following: the nature, circumstances, extent and gravity of the violation(s), Respondent's ability to pay, prior history of compliance, degree of culpability, economic benefit or savings resulting from the violations, and such other matters as justice may require. These factors were applied to the particular facts and circumstances of this case with specific reference to EPA's *Interim Clean Water Act Settlement Penalty Policy* (1995) which reflects the statutory penalty criteria and factors

set forth at Section 309(g) of the CWA, 33 U.S.C. § 1319(g), the appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19, and the applicable EPA memoranda addressing EPA's civil penalty policies to account for inflation.

VIII. GENERAL SETTLEMENT CONDITIONS

1. 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.
2. Respondent certifies that any information or representation it has supplied or made to 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. EPA shall have the right to institute further actions to recover appropriate relief if 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 EPA may have, civil or criminal, under law or equity in such event. Respondent and their 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.
3. Nothing in this Agreement shall be construed as a waiver by Complainant of its authority to seek costs or any appropriate penalty associated with any collection action instituted as a result of Respondent's failure to perform pursuant to the terms of the Agreement.
4. Upon execution by the parties, this Agreement shall be subject to a public comment period of not less than thirty (30) days, pursuant to Section 309(g)(4)(A) of the Act, 33 U.S.C. § 1319(g)(4)(A) and 40 C.F.R. § 22.45. EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations indicating that the Agreement is inappropriate, improper, or inadequate.
5. If comments received during the public comment period do not require modification or withdrawal by EPA from this Agreement, the parties agree to submit this Agreement to the Regional Judicial Officer ten (10) days after closure of the public comment period, with a request that it be incorporated into a Final Order.

IX. TAX REPORTING

1. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, EPA is required to annually send to the Internal Revenue Service ("IRS") a completed IRS Form 1098-F ("Fines, Penalties, and Other Amounts") with respect to any court order or settlement agreement (including administrative settlements) that require a payor to pay an aggregate amount that EPA reasonably believes will

be equal to, or in excess of, \$50,000 for the payor's violation of any law or the investigation or inquiry into the payor's potential violation of any law, including amounts paid for "restitution or remediation of property" or to come "into compliance with a law." EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (i.e., a copy of IRS Form 1098-F). Respondent's failure to comply with providing IRS Form W-9 or Tax Identification Number ("TIN"), as described below, may subject Respondent to a penalty, per 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1. To provide EPA with sufficient information to enable it to fulfill these obligations, Respondent shall complete the following actions as applicable.

- a. Respondent shall complete an IRS Form W-9 (Request for Taxpayer Identification Number and Certification"), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.
- b. Respondent shall herein certify that its completed IRS Form W-9 includes Respondent's correct TIN or that Respondent has applied and is waiting for issuance of a TIN.
- c. Respondent shall email its completed Form W-9 to EPA's Cincinnati Finance Division at wise.milton@epa.gov, on or before the date that Respondent's penalty payment is due pursuant to Paragraph VII.4 of this CA/FO. EPA recommends encrypting the IRS Form W-9 email correspondence.
- d. In the event that Respondent has Certified in its completed IRS Form W-9 that it does not yet have a TIN but has applied for a TIN, Respondent shall provide EPA Cincinnati Finance Division with Respondent's TIN, via email, within Five (5) days of Respondent's receipt of a TIN issued by the IRS.

X. OTHER APPLICABLE LAWS

Nothing in this Consent Agreement and Final Order shall relieve Respondent of their obligations to comply with all applicable federal, state, and local laws and regulations, 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 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.

XI. RESERVATION OF RIGHTS

This Consent Agreement and Final Order resolves only EPA's claims for civil penalties for the specific violation[s] alleged against Respondent in this Consent Agreement and Final Order. EPA reserves the right to commence action against any person, including Respondent, in response to any condition which 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). Except for the specific violations alleged herein, nothing in this agreement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek

any other remedies or sanctions available by virtue of Respondent's violation of this agreement or of the statutes and regulations upon which this agreement is based, or for Respondent's violation of any applicable provision of law. 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.

XII. EXECUTION /PARTIES BOUND

This Consent Agreement and Final Order shall apply to and be binding upon the EPA, Respondent and his/her officers, directors, employees, contractors, successors, agents and assigns of Respondent. No transfer of ownership or operation shall relieve Respondent of its obligation to comply with this CA/FO. By his or her signature below, the person who signs this Consent Agreement on behalf of Respondent is acknowledging that he or she is fully authorized by Respondent to execute this Consent Agreement and to legally bind Respondent to the terms and conditions of this Consent Agreement and Final Order.

XIII. EFFECTIVE DATE

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

XIV. ENTIRE AGREEMENT

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: Mastro Concrete, Inc. hereby consents to the issuance of the ORDER and agrees to be bound thereby:

BY: Anthony Mastronardi
Anthony Mastronardi, CEO
Mastro Concrete, Inc.
154-33 Brookville Road
Rosedale, New York 11422

DATE: June 27, 2025

For the Complainant, the United States Environmental Protection Agency:

BY: _____ *for*
Kathleen Anderson, Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 2
290 Broadway
New York, New York, 10007-1866

DATE: September 11, 2025

**UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 2**

290 Broadway
New York, NY 10007-1866

IN THE MATTER OF:

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Respondent.

Proceeding pursuant to Section 309(g) of the
Clean Water Act, 33 U.S.C. § 1319(g)

FINAL ORDER

Docket No. CWA-02-2025-3304

The Regional Administrator of the United States Environmental Protection Agency, Region 2, vested by authority delegated by the Administrator of the United States Environmental Protection Agency (“EPA”) and having further re-delegated such authority to the Director of Enforcement and Compliance Assurance Division, Region 2, EPA, ratifies the foregoing Consent Agreement. The Agreement entered into by the Parties is hereby approved, incorporated herein, and issued as an Order. The effective date of this Order shall be the date of filing with the Regional Hearing Clerk, United States Environmental Protection Agency, Region 2, New York, New York.

DATED: **09/11/2025**

for

Kathleen Anderson, Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 2
290 Broadway – 21st Floor
New York, New York, 10007-1866

In the Matter of: Mastro Concrete, Inc.

Docket No. CWA-02-2025-3304

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ENVIRONMENTAL PROTECTION AGENCY, REGION 2**
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Respondent

Proceeding pursuant to Section 309(g) of the
Clean Water Act, 33 U.S.C. § 1319(g)

**Findings of Violation, Notice of Proposed
Assessment of a Civil Penalty, and Notice of
Opportunity to Request a Hearing**

**Proceeding to Assess Class I
Civil Penalty**

Docket No. CWA-02-2025-3304

CERTIFICATE OF SERVICE

I certify that, on the date noted below, I caused to be mailed, by certified mail, return receipt requested, and/or by email, a copy of the foregoing “CONSENT AGREEMENT AND FINAL ORDER” and a copy of 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 (July 1, 2011) to the following persons at the addresses listed below:

Original by E-Mail	Office of Regional Hearing Clerk U.S. Environmental Protection Agency - Region 2 290 Broadway, 16th floor New York, New York 10007-1866 Maples.Karen@epa.gov
By Certified Mail and E-Mail	Anthony Mastronardi, Owner and CEO Mastro Concrete, Inc. 154-33 Brookville Road Rosedale, New York 11422

In the Matter of: Mastro Concrete, Inc.

Docket No. CWA-02-2025-3304

By E-mail	Edward Hampston, P.E. Director, Bureau of Water Compliance New York State Department of Environmental Conservation 625 Broadway, 4th Floor Albany, New York 12233-3506 edward.hampston@dec.ny.gov
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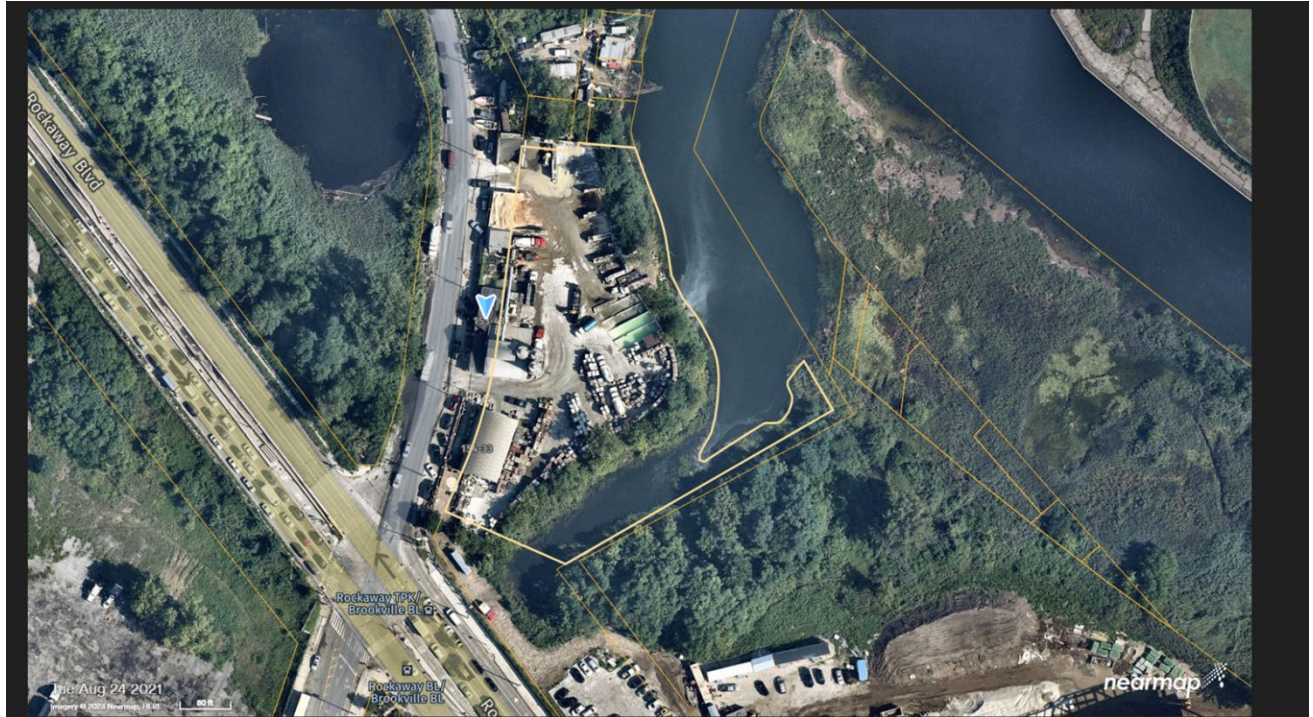
Date: _____
New York, New York

Murray Lantner

In the Matter of: Mastro Concrete, Inc.

Docket No. CWA-02-2025-3304

Exhibit 1
August 24, 2021 NearMap Image



In the Matter of: Mastro Concrete, Inc.

Docket No. CWA-02-2025-3304

Exhibit 2
March 4, 2022 NearMap Image



In the Matter of: Mastro Concrete, Inc.

Docket No. CWA-02-2025-3304

Exhibit 3
March 3, 2023 Images

3(a).



3(b).

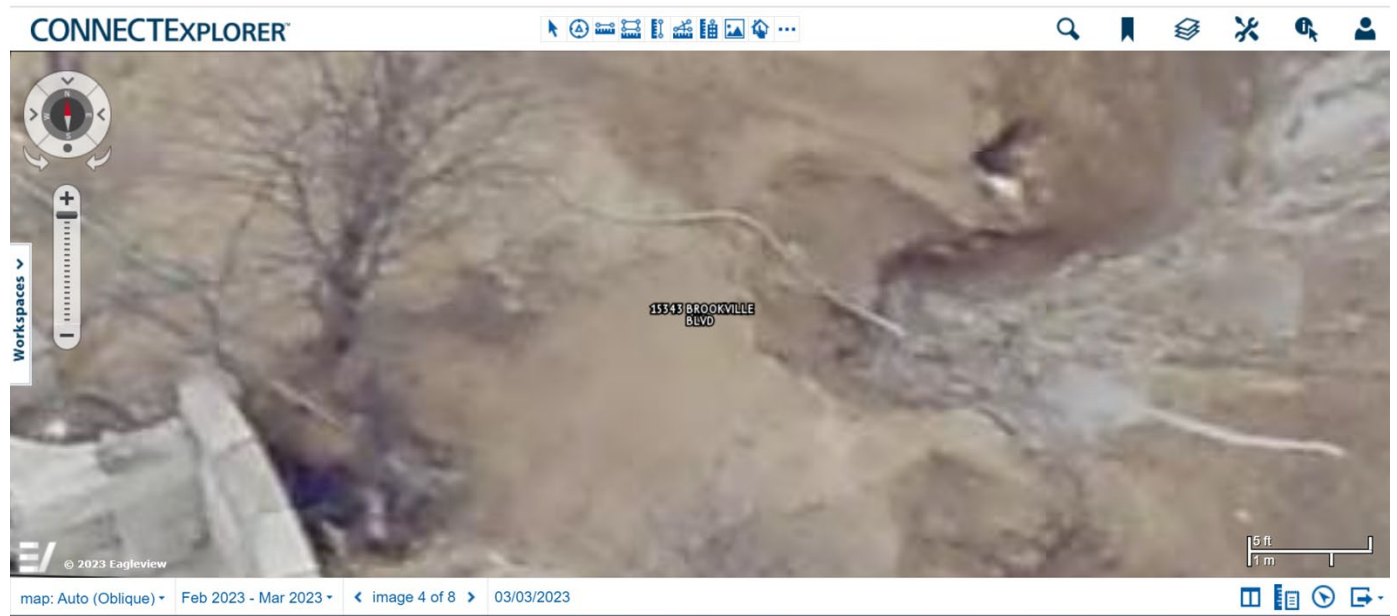


In the Matter of: Mastro Concrete, Inc.

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Exhibit 3 (cont.)
March 3, 2023 Images

3(c).



In the Matter of: Mastro Concrete, Inc.

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Exhibit 3 (cont.)
March 3, 2023 Images

3(d).



In the Matter of: Mastro Concrete, Inc.

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