

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 3
Philadelphia, Pennsylvania 19103**

FILED

Jan 21, 2025

12:26 pm

**U.S. EPA REGION 3
HEARING CLERK**

In the Matter of:	:
	:
Skyland Holdings, LLC	: U.S. EPA Docket No. CWA-03-2025-0010
1100 New Jersey Ave. SE, Suite 1000	:
Washington, DC 20003	: Proceeding under SECTION 309(g) of the Clean
	: Water Act, 33 U.S.C. § 1319(g)
Lidl US Operation, LLC	:
3500 S Clark Street,	:
Arlington, VA 22202	:
	:
Teel Construction, Inc.	:
3920 University Drive	:
Fairfax, VA 22030	:
	:
Respondents.	:
	:
Skyland Holdings Development	:
2626 Naylor's Road SE	:
Washington, DC 20020	:
	:
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 Skyland Holdings, LLC ("Skyland"), Lidl US Operation, LLC ("Lidl"), and Teel Construction, Inc. ("Teel") ("Respondents"), 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. 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 Respondents under Section 309(g) 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).

GENERAL PROVISIONS

5. For purposes of this proceeding only, Respondents admit the jurisdictional allegations set forth in this Consent Agreement and Final Order.
6. Except as provided in Paragraph 5, above, Respondents neither admit nor deny the specific factual allegations set forth in this Consent Agreement.
7. Respondents agree not to contest the jurisdiction of 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.
8. For purposes of this proceeding only, Respondents hereby expressly waive their right to contest the allegations set forth in **this Consent Agreement and Final Order** and waive their right to appeal the accompanying Final Order.
9. Respondents consent to the assessment of the civil penalty stated herein, to the issuance of any specified compliance order herein, and to any conditions specified herein.
10. Respondents shall each bear their own costs and attorney’s fees in connection with this proceeding.
11. 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)(1). EPA is providing public notice and an opportunity to comment on the Consent Agreement prior to issuing the Final Order.
12. By signing this Consent Agreement, respondents waive any rights or defenses that respondents have or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waive any right to challenge the lawfulness of the final order accompanying the Consent Agreement.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

13. 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.
14. 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.
15. “Pollutant” is defined as “dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste discharged into water.” 40 C.F.R. § 122.2; 33 U.S.C. § 1362(6).
16. “Discharge of a pollutant” means “[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; 33 U.S.C. § 1362(12).
17. Section 402(a) of the Act, 33 U.S.C. § 1342(a), provides that the Administrator of EPA may issue permits under the NPDES program for the discharge of pollutants from point sources to waters of the United States, to ensure compliance with the requirements of the CWA. The discharges are subject to specific terms and conditions, as prescribed in the permit.
18. 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).
19. “Storm water” is defined as “storm water runoff, snow melt runoff, and surface runoff and drainage.” 40 C.F.R. § 122.26(b)(13).
20. Section 402(p) of the CWA, 33 U.S.C. § 1342(p), and 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.
21. “Storm water discharge associated with industrial activity” includes “Construction 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.” 40 C.F.R. § 122.26(b)(14)(x).

22. EPA is the 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), EPA retains its authority to take enforcement action within the District of Columbia for NPDES permit violations.
23. In accordance with Section 402(a) of the Act, 33 U.S.C. § 1342(a), 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 on February 17, 2022 and superseded the prior NPDES General Permit for Discharges from Construction Activities (“2017 CGP” and together with the 2022 CGP, the “CGPs”), which was effective on February 16, 2017 and expired February 16, 2022.
24. The Skyland Holdings, LLC construction site is an 18-acre site located at 2626 Naylors Road SE, Washington, DC, 20020 (“the Site”). Development at the Site is intended to include a mixed-use development with 137,000 square-feet of retail space and more than 400 residential units in Southeast D.C. This includes the construction of an apartment building and Lidl grocery store. Construction began in 2014 and has progressed in several phases.
25. Because the Skyland Holdings project consists of construction activity over several phases as part of one common plan of development, Respondents are required to have coverage under the CGP for construction activities under the common plan of development. 40 C.F.R. § 122.26(b)(14)(x).
26. Appendix A of the 2022 CGP defines “Common Plan of Development or Sale” to be:

“‘Common Plan of Development or Sale’ – A contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules under one common plan. The ‘common plan’ of development or sale is broadly defined as any announcement or piece of documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design, etc.) or physical demarcation (including boundary signs, lot stakes, surveyor markings, etc.) indicating construction activities may occur on a specific plot.
27. Section 502(5) of the Act, 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.”

28. Skyland Holdings, LLC is a limited liability company organized and existing under the laws of the District of Columbia and is a “person” within the meaning of Section 502(5) of the Act, 333 U.S.C. § 1362(5), that may be subject to the assessment of civil penalties for the violations alleged herein.
29. Lidl is a limited liability company organized and existing under the laws of the Commonwealth of Virginia and is a “person” within the meaning of Section 502(5) of the Act, 333 U.S.C. § 1362(5), that may be subject to the assessment of civil penalties for the violations alleged herein.
30. Teel is corporation organized and existing under the laws of Virginia and is a “person” within the meaning of Section 502(5) of the Act, 333 U.S.C. § 1362(5), that may be subject to the assessment of civil penalties for the violations alleged herein.
31. Appendix A of the 2022 CGP defines an “operator” of a construction site for which construction stormwater discharges will be covered is: “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. . . .”
32. From March 24, 2022 to August 18, 2022, Skyland was an owner and “operator” of the Site.
33. From March 24, 2022 to August 18, 2022, Lidl was the lessee of a portion of the Site and an “operator” at a portion of the Site.
34. From March 24, 2022 to August 18, 2022, Teel was an “operator” at a portion of the Site. Teel was Lidl’s contractor, with day-to-day operational control over the construction of the grocery store at the Site.
35. At all relevant times relevant to this Consent Agreement, Respondents have been 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.

36. Storm water from the Site discharges into the Washington, D.C. MS4, which then flows to the Anacostia River. The Anacostia River is “waters of the United States” as that term is defined in Section 502(7) of the CWA, 33 U.S.C. § 1362(7).
37. Since at least March 24, 2022, Teel was engaged in the construction of the grocery store on behalf of Lidl, on the portion of the Site that Skyland Holdings, LLC leased to Lidl.
38. On March 24, 2022, an EPA compliance inspection team conducted an inspection of the Site (“Inspection”) pursuant to Section 308 of the Act, 33 U.S.C. § 1318.
39. During this Inspection, EPA observed 8 acres either actively under construction or stabilized within the construction area, and that the active disturbed area accounted for approximately 3 acres. The site had been graded and vertical construction of the grocery store was taking place.
40. Between May and July 2022, at the direction of Skyland Holdings, LLC, the contractor L.F. Jennings performed additional work around the Lidl grocery store, including:
 - a. Re-grading areas to the North and East sides of Lidl, consolidation of rock/concrete to the stockpile, prepping for additional sidewalk to be installed behind Lidl.
 - b. Removal and replacement of damaged curb and cutter, installation of new curb and gutter at the rear of the building for additional sidewalk.
 - c. Installation of additional sidewalk at the rear of Lidl.
 - d. Hydroseeding the area between the rear of Lidl and the stockpile.
 - e. Replacement of damaged landscaping.
41. On August 18, 2022, the D.C. Department of Energy and Environment inspected the Site and determined that sediment controls were removed from all locations. A large stockpile would remain on the property for future development and has been stabilized with erosion and sediment controls.
42. Neither Skyland, Lidl, Teel, nor their contractors had permit coverage under the CGP during the period for the grocery store construction from at least March 24, 2022, to August 18, 2022.
43. Based on the Inspection and information provided to the agency, EPA has identified the following violation of Section 301 of the CWA, 33 U.S.C. § 1311, described in the Paragraphs below.

Count I
Failure to Obtain a Permit/Discharge Without a Permit

44. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
45. Based on the United States Department of Agriculture Natural Resources Conservation Service Technical Release 55 titled “Urban Hydrology for Small Watersheds,” for an area that is 85% impervious with a corresponding Soil Conservation Service Runoff Curve Number of 89, runoff will be generated in rain events greater than approximately 0.25 inches of rain.
46. According to the National Oceanic and Atmospheric Administration’s (“NOAA”) National Centers for Environmental Information, there was precipitation at the NOAA Station named NATIONAL ARBORETUM DC, MD US USC00186350 (Latitude/Longitude: 38.91329°, -76.97009°), located approximately six miles from the Site that exceeded 0.25” between March 24, 2022 and August 18, 2022.
47. Construction activity occurred at the Site from at least March 24, 2022, until August 18, 2022, during vertical construction of the grocery store, and land grading activities following completion of the grocery store construction. Neither Skyland, Lidl, nor its Teel submitted had permit coverage under the CGP during this portion of the common plan of development’s construction activities.
48. During at least March 24, 2022, through August 18, 2022, discharges of stormwater from the Site have flowed into DC’s MS4 and to the Anacostia River.
49. Respondents’ discharge of storm water without NPDES permit coverage constituted a violation of Section 301 of the CWA, 33 U.S.C. § 1311.
50. In failing to comply with Section 301 of the CWA, 33 U.S.C. § 1311, Respondents are subject to an assessment of penalties under Section 309(g) of the CWA, 33 U.S.C. § 1319(g).

CIVIL PENALTY

In settlement of EPA’s claims for civil penalties for the violations alleged in this Consent Agreement, Respondents consent to the assessment of a civil penalty in the amount of **Thirty-Nine Thousand Five Hundred dollars (\$39,500.01)** total, which Respondents shall pay as follows: Skyland Holdings, LLC shall pay \$13,166.67, Lidl US Operation, LLC shall pay \$13,166.67, and Teel Construction, Inc. shall pay \$13,166.67 in accordance with the terms set forth below.

51. 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), Respondents' 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), and EPA's *Supplemental Guidance to the Interim Clean Water Act Settlement Penalty Policy for Violations of the Construction Storm Water Requirements* (2008), 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.

52. Respondents agree to pay a civil penalty in the amount of **\$39,500.01** ("Assessed Penalty") as follows: Skyland Holdings, LLC shall pay \$13,166.67, Lidl US Operation, LLC shall pay \$13,166.67, and Teel Construction, Inc. shall pay \$13,166.67 within thirty (30) days of the Effective Date of this Consent Agreement and Final Order.
53. Respondents 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>.
54. When making a payment, Respondents shall:
 - a. Identify every payment with Respondents' and the docket number of this Consent Agreement, **CWA-03-2025-0010**,
 - 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):

Aviva Reinfeld
Assistant Regional Counsel
Reinfeld.aviva@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, a copy of the check, confirmation of credit card or debit card payment, or confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due, and identified with the appropriate docket number and Respondent’s name.

55. 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 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 [**choose “standard” or “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.
56. 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, 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 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 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 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.
57. 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.
58. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Consent Agreement shall not be deductible for purposes of federal taxes.
59. Payment of the civil penalty is due and payable immediately upon the effective date of this Consent Agreement and Final Order. Receipt by Respondents or Respondents' 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 as of the effective date of this Consent Agreement and Final Order by Respondents in accordance with 40 C.F.R. § 13.9(a).
60. **The Parties consent to service of the Final Order by e-mail at the following valid email addresses: reinfeld.aviva@epa.gov (for Complainant), and ASilton@bdlaw.com, Clifton.Martin@Lidl.US and mzisa@pecklaw.com, (for each Respondent).**

GENERAL SETTLEMENT CONDITIONS

61. By signing this Consent Agreement, Respondents acknowledge that this Consent Agreement and Final Order will be available to the public and represents that, to the best of Respondents' knowledge and belief, this Consent Agreement and Final Order does not contain any confidential business information or personally identifiable information from Respondents.
62. Each 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 Respondents to the EPA regarding matters relevant to this Consent Agreement and Final Order, **including information about Respondents' 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. Respondents 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.

CERTIFICATION OF COMPLIANCE

63. Respondents certify to EPA, upon personal investigation and to the best of their knowledge and belief, that they currently are in compliance with regard to the violations alleged in this Consent Agreement.

OTHER APPLICABLE LAWS

64. Nothing in this Consent Agreement and Final Order shall relieve Respondents 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.

RESERVATION OF RIGHTS

65. This Consent Agreement and Final Order resolves only EPA's claims for civil penalties for the specific violations alleged against Respondents in this Consent Agreement and Final Order. EPA reserves the right to commence action against any person, including Respondents, 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). 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.

EXECUTION /PARTIES BOUND

66. This Consent Agreement and Final Order shall apply to and be binding upon the EPA, the Respondents and their officers, directors, employees, contractors, successors, agents and assigns of Respondents. By their signature below, the people who sign this Consent Agreement on behalf of Respondents are acknowledging that they are fully authorized by the Respondents to execute this Consent Agreement and to bind Respondents to the terms and conditions of this Consent Agreement and Final Order.

EFFECTIVE DATE

67. 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 thirty (30) days after having been signed by the Regional Administrator or their delegate, the Regional Judicial Officer, and filed with the Regional Hearing Clerk.

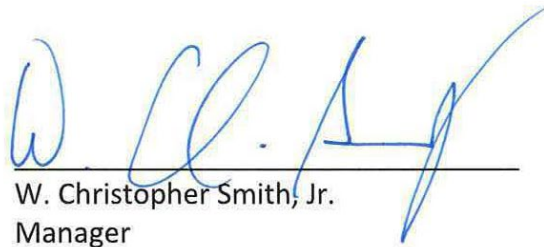
ENTIRE AGREEMENT

68. 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: Skyland Holdings, LLC

Date: 10/1/24

By:

A handwritten signature in blue ink, appearing to read "W. C. Smith, Jr.", written over a horizontal line.

W. Christopher Smith, Jr.
Manager
Skyland Holdings, LLC

For Respondent: Lidl US Operation, LLC

Date: 10-01-2024

By:



Name: KAREN PROCELL

Title: EVF

Lidl US Operation, LLC

Date: 10-01-2024

By:



Name: CLIFTON MARTIN

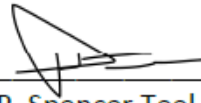
Title: SR DIRECTOR

Lidl US Operation, LLC

For Respondent: Teel Construction, Inc.

Date: 10/2/2024

By:

A handwritten signature in black ink, appearing to read 'P. Spencer Teel', is written over a horizontal line.

P. Spencer Teel
President
Teel Construction, Inc.

For the Complainant:

After reviewing the Consent Agreement and other pertinent matters, I, the undersigned Director of the Enforcement and 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 their designee, the Regional Judicial Officer, issue the attached Final Order.

By: _____
[*Digital Signature and Date*]
Karen Melvin, Director
Enforcement and Compliance Assurance Division
U.S. EPA – Region 3
Complainant

Attorney for Complainant:

By: _____
[*Digital Signature and Date*]
Aviva Reinfeld
Assistant Regional Counsel
U.S. EPA – Region 3

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 3
Philadelphia, Pennsylvania 19103**

FILED

Jan 21, 2025

12:26 pm

**U.S. EPA REGION 3
HEARING CLERK**

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Skyland Holdings, LLC	:
1100 New Jersey Ave. SE, Suite 1000	:
Washington, DC 20003	:
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Lidl US Operation, LLC	:
3500 S Clark Street,	:
Arlington, VA 22202	:
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Teel Construction, Inc.	:
3920 University Drive	:
Fairfax, VA 22030	:
	:
Respondents.	:
	:
Skyland Holding Development	:
2626 Naylors Road SE	:
Washington, DC 20020	:
	:
Facility.	:

FINAL ORDER

Complainant, the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region 3, and Respondents, Skyland Holdings, LLC, Lidl US Operation, LLC, and Teel Construction, Inc. 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)]. 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.

Based upon the representations of the parties in the attached Consent Agreement, the penalty agreed to therein is based upon consideration of, *inter alia*, EPA's *Interim Clean Water Act Settlement Penalty Policy* (1995), and EPA's *Supplemental Guidance to the Interim Clean Water Act Settlement Penalty Policy for Violations of the Construction Storm Water Requirements* (2008), and the statutory factors set forth in Section 309(g) of the CWA, 33 U.S.C. § 1319(g).

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 Respondents pay a civil penalty in the amount of **THIRTY-NINE THOUSAND FIVE HUNDRED DOLLARS AND ONE CENT (\$39,500.01)** with Skyland Holdings, LLC paying \$13,166.67, Lidl US Operation, LLC paying \$13,166.67, and Teel Construction, Inc. paying \$13,166.67, 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 Respondents' obligation to comply with all applicable provisions of the CWA and the regulations promulgated thereunder.

The effective date of the attached Consent Agreement and this Final Order is 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.

By: _____
[Digital Signature and Date]
Joseph J. Lisa
Regional Judicial and Presiding Officer
U.S. EPA – Region 3

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 3
Philadelphia, Pennsylvania 19103

In the Matter of:	:
	:
Skyland Holdings, LLC	: U.S. EPA Docket No. CWA-03-2025-0010
1100 New Jersey Ave. SE, Suite 1000	:
Washington, DC 20003	: Proceeding under SECTION 309(g) of the Clean
	: Water Act, 33 U.S.C. § 1319(g)
Lidl US Operation, LLC	:
3500 S Clark Street,	:
Arlington, VA 22202	:
	:
Teel Construction, Inc.	:
3920 University Drive	:
Fairfax, VA 22030	:
	:
Respondents.	:
	:
Skyland Holdings Development	:
2626 Naylor's Road SE	:
Washington, DC 20020	:
	:
Facility.	:

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:

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By: _____
[Digital Signature and Date]
Regional Hearing Clerk
U.S. EPA – Region 3