UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 2

IN THE MATTER OF:

Norlite, LLC
628 South Saratoga Street
Cohoes, New York 12047

Respondent.

Proceeding Pursuant to Section 311(b)(6) of the Clean Water Act, 33 U.S.C. § 1321(b)(6).

CONSENT AGREEMENT
AND
FINAL ORDER

Docket No. CWA-02-2026-3802

I. PRELIMINARY STATEMENT

WHEREAS, Complainant, the United States Environmental Protection Agency ("EPA" or "Complainant") Region 2 and Norlite, LLC ("Norlite" or "Respondent") (together referred to as "the Parties"), having agreed that settlement of this matter is in the public interest, and that entry of this Consent Agreement and Final Order ("CA/FO") without further litigation is the most appropriate means of resolving this matter;

WHEREAS, Respondent has separately agreed to the compliance plan in Attachment A (the "Compliance Plan") which is hereby incorporated by reference into this CA/FO in its entirety;

WHEREAS, EPA has calculated a penalty for violations identified in EPA's January 15, 2025, Spill Prevention Control and Countermeasure inspection ("SPCC Inspection"), with the understanding that Respondent is actively curing deficiencies in accordance with the Compliance Plan.

NOW, THEREFORE, before the taking of any testimony, upon the pleadings, without adjudication of any issue of fact or law, and upon consent and agreement of the Parties, it is hereby agreed, and ordered as follows:

II. FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The following findings of fact 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.* ("CWA"), which authority has been duly delegated to the Regional Administrator of EPA Region 2, and re-delegated to the undersigned Director, Superfund and Emergency Management Division of EPA Region 2.

2. The parties agree to settlement of this matter before the filing of a complaint, and therefore this proceeding is simultaneously commenced and concluded by the issuance of a consent agreement and final order pursuant to Sections 22.18(b)(2) and (3) of the "Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders, and the Revocation, Termination or Suspension of Permits" ("CROP"). 40 C.F.R. § 22.13(b).

3. This CA/FO resolves alleged violations for failure to comply with the Spill Prevention Control and Countermeasure ("SPCC") regulations at 40 C.F.R. Part 112, issued pursuant to Section 311(j) of the CWA, 33 U.S.C. § 1321(j), and enforceable pursuant to Section 311(b)(6) of the CWA, 33 U.S.C. § 1321(b)(6).

4. Respondent is a Delaware Limited Liability Company that has owned and/or operated an aggregate manufacturing facility located at 628 South Saratoga Street, Cohoes, New York ("the Facility") since at least 1956. The Facility stores, transfers, uses, and/or consumes oil and oil products and has a total of 291,843 gallons of SPCC-regulated oil storage, including a storage tank ("Tank 10") with a capacity of 8,000 gallons.

5. Respondent is a "person" within the meaning of Section 311(a)(7) of the CWA, 33 U.S.C. § 1321(a)(7), and 40 C.F.R. § 112.2.

6. The Facility is an "onshore facility" as defined in Section 311(a)(10) of the CWA, 33 U.S.C. § 1321(a)(10), and due to its location, the Facility could reasonably be expected to discharge oil to Salt Kill Creek, which flows into the Hudson River. Salt Kill Creek is a relatively permanent tributary of the Hudson River, a traditional navigable water. Salt Kill Creek and the Hudson River are navigable waters of the United States as defined by Section 502(7) of the CWA, 33 U.S.C. § 1362(7).

7. EPA conducted the SPCC Inspection at the Facility pursuant to Section 308 of the CWA, 33 U.S.C. § 1318.

8. 40 C.F.R. § 112.3(a) requires owners or operators of SPCC-regulated facilities that began operations before August 16, 2002, to prepare and implement a written SPCC Plan in accordance with 40 C.F.R. § 112.7, and other applicable sections of 40 C.F.R. Part 112, including Section 112.8 requirements for bulk storage containers.

9. 40 C.F.R. § 112.7(a)(5) requires Respondent to organize discussions of its discharge response procedures in its SPCC Plan in a manner that makes the procedures readily usable in an emergency, including appropriate supporting material as appendices. At the time of the SPCC Inspection, the Facility's SPCC Plan and the Oil Spill Contingency Plan (OSCP) dated March 16, 2021 ("SPCC Plan"), only included procedures that Respondent commits to implementing in response to a discharge. The SPCC Plan failed to include emergency notification information that would ensure that the procedures would be readily usable in the event of an emergency, constituting a failure to adhere to the regulatory requirements set forth in 40 C.F.R. § 112.7(a)(5).

10. 40 C.F.R. § 112.7(c) requires Respondent to provide appropriate containment and/or diversionary structures or equipment ("General Secondary Containment") at loading/unloading areas to prevent a discharge of oil in such quantities as may be harmful. The regulation further requires "[t]he entire containment system, including walls and floor, must be capable of containing oil and must be constructed so that any discharge from a primary containment system, such as a tank, will not escape the containment system before cleanup occurs. In determining the method, design, and capacity for secondary containment, Respondent need only to address the typical failure mode, and the most likely quantity of oil that would be discharged. Secondary containment may be either active or passive in design." At the time of the SPCC Inspection, Respondent failed to provide General Secondary Containment through passive and/or active measures for the loading/unloading area associated with Tank 19 ("the Loading Area"). Additionally, Respondent's SPCC Plan failed to identify any passive or active measures that the Facility commits to implementing to provide General Secondary Containment at the Loading Area. Failure to provide General Secondary Containment at the Loading Area constitutes a failure to adhere to the regulatory requirements set forth in 40 C.F.R. § 112.7(c).

11. 40 C.F.R. § 112.8(c)(6) requires Respondent to test or inspect each bulk storage container for integrity on a regular basis and during material repairs. It further requires Respondent to determine, in accordance with industry standards, appropriate qualifications for personnel performing tests and inspections, as well as the frequency and type of testing and inspections. Respondent committed in its SPCC Plan to implementing the "Standard for the Inspection of Aboveground Storage Tanks SP001" ("SP001"), an industry standard outlining testing and inspection procedures for certain containers. For the reasons set forth below, EPA finds that Respondent failed to produce the necessary records required to show that the Facility implements inspection and testing based on an industry standard as required by 40 C.F.R. § 112.8(c)(6).

   a. SP001 requires that users conduct specific inspection and testing procedures on a monthly and annual basis and record evidence of such implementation through checklists with specific areas of evaluation. SP001 requires that users retain each "Monthly Inspection Checklist" and each "Annual Inspection Checklist" for at least thirty-six months. At the time of the SPCC Inspection, Respondent failed to: consistently maintain monthly checklists, provide any inspection checklist for the month of November 2024, or provide annual checklists for any of the bulk storage containers at the facility for the thirty-six months preceding the SPCC Inspection.

   b. SP001 requires that users conduct a "Formal External Inspection" every twenty years on certain containers with a storage capacity larger than 5,000 gallons. The Formal External Inspection is necessary to assess the condition of the container and determine its suitability for continued service. SP001 requires that users retain all formal inspection reports developed by certified inspectors, including reports of Formal External Inspections, for the life of the container. At the time of the SPCC Inspection, the SPCC Plan specified that Tank 19 was installed "circa

1996." Therefore, at a minimum, SP001 required that Respondent conduct a Formal External Inspection twenty years after installation. At the time of the SPCC Inspection, Respondent failed to provide any Formal External Inspection records for Tank 19.

III. SETTLEMENT TERMS

1. For the purposes of this Consent Agreement, Respondent admits the jurisdictional allegations of this CA/FO and agrees not to contest EPA's jurisdiction in this proceeding or any subsequent proceeding to enforce the terms of this CA/FO.

2. Respondent neither admits nor denies the factual allegations and legal conclusions asserted by EPA in the Findings of Fact and Conclusions of Law section set forth above.

3. Respondent waives its right to contest the allegations, request a judicial or administrative hearing, or appeal this CA/FO.

4. 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.

5. Respondent consents to the payment of the civil penalty as stated in Section IV below.

6. Upon consideration of the factors in Section 311(b)(8) of the CWA, 33 U.S.C. § 1321(b)(8), including the history of Respondent's prior violations, the economic impact of the penalty on the Respondent, the degree of culpability involved, environmental impact of a worst-case discharge, economic benefit, inflation, and Respondent's demonstrated progress on, commitment to, investment in, and anticipated completion of the Compliance Plan, EPA has determined that an appropriate civil penalty to settle this matter is in the amount of $33,420.

IV. TERMS OF PAYMENT

1. Respondent agrees to pay a civil penalty in the amount of thirty-three thousand four hundred twenty dollars ($33,420) ("Assessed Penalty") within thirty (30) days after the date on which the Final Order ratifying this Consent Agreement is filed with the Regional Hearing Clerk ("Filing Date").

2. Respondent shall pay the Assessed Penalty and any interest, fees, and other charges due, if any, 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; reference the "Oil Spill Liability Trust Fund – 311" or "OSLTF – 311"; and reference "Docket No. CWA-02-2026-3802.

   b. Concurrently with any payments or within 24 hours of any payment, Respondent shall serve proof of such payment to the following persons, via electronic email:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 2
Maples.Karen@epa.gov

Eric Wilson
Branch Manager
Response and Prevention Branch
U.S. Environmental Protection Agency EPA, Region 2
Wilson.EricJ@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. Interest, Charges, and Penalties on Late Payments. Pursuant to 33 U.S.C. § 1321(b)(6)(H), 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 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 Filing Date. If the Assessed Penalty is paid 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. § 1321(b)(6)(H). The rate of interest is the IRS standard underpayment rate, which is equal to the federal short-term rate plus 3 percentage points.

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.

5. 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 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, per 33 U.S.C. § 1321(b)(6)(H). In any such action, the validity, amount, and appropriateness of the Assessed Penalty shall not be subject to review.

6. 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.

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

V. GENERAL PROVISIONS

1. Respondent and the EPA agree to the terms of this CA/FO, and Respondent agrees to comply with the terms of the Settlement Terms portion of this CA/FO, including with respect to completion of the Compliance Plan.

2. The provisions of this CA/FO shall be binding upon Respondent, its officers, directors, agents, servants, authorized representatives and successors or assigns, including, but not limited to, subsequent purchasers. No transfer of ownership or operation shall relieve Respondent of its obligation to comply with this CA/FO.

3. Nothing in this CA/FO 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 Consent Agreement or of the statutes and regulations upon which this Consent Agreement is based, or for Respondent's violation of any applicable provision of law, excluding the matters addressed in this CA/FO.

4. This CA/FO shall not relieve Respondent of its obligations to comply with all applicable provisions of Federal, state, or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to a Federal, state, or local permit.

5. This CA/FO constitutes a settlement by EPA of all claims for civil penalties pursuant to the CWA and all regulations promulgated under the authority of the CWA for the matters addressed herein. Nothing in this CA/FO is intended to, nor shall be construed to, operate in any way to resolve any criminal liability of Respondent. Compliance with this CA/FO shall not be a defense to any actions subsequently commenced pursuant to Federal laws and regulations administered by EPA, and it is the responsibility of Respondent to comply with such laws and regulations.

6. Each undersigned representative of the Parties to this Consent Agreement certifies that he or she is fully authorized by the Party represented to enter into the terms and conditions of this Consent Agreement and to execute and legally bind that party to it.

7. Each party shall bear its own costs and attorney's fees in connection with the action resolved by this CA/FO.

8. Respondent consents to service upon it by electronic delivery of a copy of this CA/FO by an EPA employee other than the Regional Hearing Clerk.

FOR RESPONDENT:

BY: ______________________ DATE: 6/11/2026
Prince Knight, Acting Plant Manager
Norlite, LLC

FOR COMPLAINANT:

BY: Pat Evangelista Digitally signed by Pat Evangelista Date: 2026.06.15 17:05:59 -04'00' DATE: June 15, 2026
Pat Evangelista, Division Director
Superfund Emergency Management Division
U.S. Environmental Protection Agency, Region 2

VI. FINAL ORDER

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 Superfund Emergency Management Division Director, Region 2, EPA, ratifies the foregoing Consent Agreement. The Consent 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.

Pat Evangelista Digitally signed by Pat Evangelista
Date: 2026.06.15 17:09:31 -04'00'

DATED:____________

Pat Evangelista, Division Director
Superfund Emergency Management Division
U.S. Environmental Protection Agency, Region 2
290 Broadway
New York, NY 10007-1866

ATTACHMENT A

COMPLIANCE PLAN

Norlite, LLC plans to take all necessary actions to be in full compliance with all provisions of the SPCC regulations at 40 C.F.R. Part 112 and to remedy all violations noted in the March 5, 2025 deficiency letter from EPA to Norlite, no later than June 15, 2026, with respect to items (b) and (c) below, and August 1, 2026 with respect to item a:

a. Conduct the following, and thus bring Norlite into compliance with the regulatory requirements set forth in 40 C.F.R. § 112.8(c)(6):
   a. Formal External Integrity testing on Tank 10 following the SP001 industry standard, or another industry standard as appropriate based on good engineering practice;
   b. Determine an appropriate integrity testing schedule for all bulk storage containers at the Facility and ensure that future testing and inspections are done in accordance with the SP001 standard or an alternate standard as appropriate based on good engineering practice; and
   c. Monthly and annual inspections of containers utilizing the appropriate checklists included in the SP001 standard, and incorporate the checklists into Norlite's SPCC Plan.

b. Provide general secondary containment in accordance with 40 C.F.R. § 112.7(c) for the loading/unloading area associated with Tank 19. Alternatively, Norlite may remove or permanently seal the fill port for the loading/unloading area associated with Tank 19.

c. Remedy the following additional deficiencies set forth in the March 2025 deficiency letter, including:

   a. Failure to prepare an SPCC Plan in accordance with 40 C.F.R. § 112.7(a)(3);

   b. Failure to prepare an SPCC Plan in accordance with 40 C.F.R. § 112.7(a)(5); and

   c. Failure to prepare an SPCC Plan in accordance with 40 C.F.R. § 112.7(e).