

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1

_____	)	
In the matter of	)	
	)	Docket No.
	)	CWA-01-2026-0039
Oldcastle APG Northeast, Inc.,	)	
	)	
Respondent	)	CONSENT AGREEMENT
	)	AND FINAL ORDER
_____	)	

CONSENT AGREEMENT

1. The United States Environmental Protection Agency, Region 1 (“EPA”) alleges that Oldcastle APG Northeast, Inc. (“Oldcastle” or “Respondent”) has violated Section 301 of the Clean Water Act (“CWA”), 33 U.S.C. § 1311(a).

2. EPA and Respondent agree that the settlement of this matter is in the public interest and that entry of this Consent Agreement and Final Order (“CAFO”) without further litigation is the most appropriate means of resolving this matter.

3. The Director of the Enforcement and Compliance Assurance Division of EPA Region 1 enters into this CAFO with Respondent, under the authority of Section 309(g)(2)(B) of the CWA, 33 U.S.C. § 1319(g)(2)(B), and in accordance with applicable delegations and 40 C.F.R. §§ 22.13(b) and 22.18 of EPA’s *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination, or Suspension of Permits* (“*Consolidated Rules*”), for the purpose of resolving alleged violations of Section 301(a) of the Clean Water Act (“CWA”), 33 U.S.C. § 1311(a).

4. Pursuant to Section 309(g)(1) of the CWA, 33 U.S.C. § 1319(g)(1), and 40 C.F.R. § 22.38(b), EPA has notified the Commonwealth of Massachusetts of this action.

5. Pursuant to Section 309(g)(4)(A), 33 U.S.C. § 1319(g)(4)(A), EPA provided public notice of, and reasonable opportunity to comment on, this action.

6. Therefore, before any hearing, and without adjudication of any issue of fact or law, the Parties agree to comply with the terms of this CAFO as follows:

I. STATUTORY & REGULATORY BACKGROUND

Stormwater Regulations

7. The CWA is designed to restore and maintain the chemical, physical and biological integrity of the nation's waters. Section 101(a) of the Act, 33 U.S.C. § 1251(a).

8. To accomplish the objectives of the Act, Section 301(a) of the CWA, 33 U.S.C. § 1311(a), prohibits the discharge of pollutants by any person into navigable waters except in compliance with the terms and conditions of a National Pollutant Discharge Elimination System ("NPDES") permit issued pursuant to Section 402 of the CWA, 33 U.S.C. § 1342, and EPA's implementing regulations, found at 40 C.F.R. Part 122.

9. Section 502(5) of the CWA, 33 U.S.C. § 1362(5), defines "person" to include "an individual, corporation, partnership [or] association."

10. Section 502(12) of the CWA, 33 U.S.C. § 1362(12), defines "discharge of a pollutant" to include "any addition of any pollutant to navigable waters from any point source."

11. Section 502(6) of the CWA, 33 U.S.C. § 1362(6), defines "pollutant" to include, among other things, chemical wastes, biological materials, rock, sand, and industrial waste discharged into water.

12. Section 502(14) of the CWA, 33 U.S.C. § 1362(14), defines "point source" to include "any discernible, confined and discrete conveyance . . . from which pollutants are or may be discharged."

13. Section 502(7) of the CWA, 33 U.S.C. § 1362(7), defines “navigable waters” as “the waters of the United States” which is further defined in C.F.R. § 120.2.

Stormwater Permits

14. Pursuant to Section 402(p)(2)(B), 33 U.S.C. § 1342(p)(2)(B), and EPA’s implementing regulations at 40 C.F.R. § 122.26, any stormwater discharge “associated with industrial activity” must be authorized by a NPDES permit.

15. Section 402(a) of the CWA, 33 U.S.C. § 1342(a), authorizes the Administrator of EPA to issue NPDES permits for the discharge of pollutants into navigable waters in compliance with the CWA.

16. Section 308(a) of the CWA, 33 U.S.C. § 1318(a), authorizes the Administrator of EPA to require the owner or operator of any point source to provide such information as the Administrator may reasonably need to carry out the objectives of the CWA, including, among other things, the development and issuance of NPDES permits under Section 402 of the CWA, 33 U.S.C. § 1342.

17. Pursuant to Sections 308 and 402 of the CWA, 33 U.S.C. §§ 1318 and 1342, EPA promulgated stormwater discharge regulations at 40 C.F.R. § 122.26.

18. Forty C.F.R. § 122.26(c)(1) provides that dischargers of stormwater “associated with industrial activity” are required to apply for an individual permit, apply for a permit through a group application, or seek coverage under a general permit.

19. Forty C.F.R. § 122.26(b)(13) defines “storm water” to include stormwater runoff, snow melt runoff, and surface runoff and drainage.

20. Section 402(p) of the CWA, 33 U.S.C. § 1342(p), and implementing regulation 40 C.F.R. § 122.26(a)(1)(ii) require that facilities discharging stormwater associated with industrial activity obtain a permit.

21. Forty C.F.R. § 122.26(c)(1) provides that dischargers of stormwater associated with industrial activity are required to apply for an individual permit, apply for a permit through a group application, or seek coverage under a general permit.

22. Forty C.F.R. § 122.26(b)(14) specifies that the term “stormwater discharge associated with industrial activity” includes stormwater discharges from, among other things, industrial plant yards; immediate access roads and rail lines used or traveled by carriers of raw materials, manufactured products, waste material, or by-products used or created by the facility; material handling sites; refuse sites; sites used for the application or disposal of process waste waters; sites used for the storage and maintenance of material handling equipment; sites used for residual treatment, storage, or disposal; shipping and receiving areas; manufacturing buildings; storage areas (including tank farms) for raw materials, and intermediate and final products; and areas where industrial activity has taken place in the past and significant materials remain and are exposed to stormwater. Material handling activities include storage, loading and unloading, transportation, or conveyance of any raw material, intermediate product, final product, by-product, or waste product.

23. Forty C.F.R. § 122.26(b)(14)(ii) specifies that “storm water discharge associated with industrial activity” includes stormwater discharge from facilities classified under Standard Industrial Classification (“SIC”) codes 32, including 3271 (Concrete Block and Brick).

24. On January 15, 2021, EPA reissued the NPDES Stormwater Multi-Sector General Permit for Industrial Activity (“2021 MSGP”). 86 Fed. Reg. 10269 (Feb. 19, 2021).

25. Under the 2021 MSGP, a facility discharging stormwater “associated with industrial activities” is required to submit a Notice of Intent (“NOI”), prepare and implement a Stormwater Pollution Prevention Plan (“SWPPP”), conduct inspections, conduct monitoring and sampling, and meet other eligibility requirements.

26. Under the 2021 MSGP, permit coverage becomes effective thirty days after EPA has notified the Facility/Operator that it has received a complete NOI, unless EPA notifies the Facility/Operator that the authorization has been denied or delayed.

27. The 2021 MSGP contains terms and conditions designed to ensure the implementation of practices to minimize the pollutants in stormwater discharge associated with industrial activity.

28. The 2021 MSGP, in Appendix D, identifies SIC code 3271 as Sector E: Glass, Clay, Cement, Concrete, and Gypsum Products.

29. The 2021 MSGP, in Part 8, also includes Sector-Specific requirements for certain industrial activities identified in Part 8.

30. Sector E requirements are located in Part 8, Subpart E—Sector E— Glass, Clay, Cement, Concrete, and Gypsum Products.

31. Under the 2021 MSGP, a facility discharging stormwater associated with industrial activity is required to submit an NOI to be covered under the permit, prepare and implement a SWPPP, conduct inspections, conduct monitoring and sampling, and meet other eligibility requirements.

32. Section 3.2.2 of the 2021 MSGP sets forth visual assessment procedures that a permittee must initiate on a quarterly basis and following storm events, including the time period within which, following a storm event, the assessment must take place, and the water quality characteristics that may constitute evidence of stormwater pollution.

33. Section 3.2.2.5 of the 2021 MSGP requires that whenever the visual assessment shows evidence of stormwater pollution in the discharge, the permittee must initiate corrective action procedures identified in Part 5.1.1 of the 2021 MSGP.

34. Section 3.2.3 of the 2021 MSGP sets forth the requirements for documentation of the visual assessments.

35. Section 5.2.5.2 of the 2021 MSGP Additional Implemental Level (“AIM Level”) 3 Deadlines (see also Sections 5.2.2, 5.2.5, and 5.2.5.1) requires that whenever a permittee’s status changes to AIM Level 3 the permittee then identify the schedule for installing the appropriate structural source and/or treatment stormwater control measures within 14 days and install such measures within 60 days, unless it is not feasible to do so within 60 days, in which case a permittee must document the infeasibility in their SWPPP and may take up to 90 days to install said measures within 90 days. EPA may also grant an extension beyond 90 days, based on an appropriate demonstration by the operator.

36. Section 309(g) of the CWA, 33 U.S.C. § 1319, provides for the assessment of penalties for violations of Section 301 of the CWA, 33 U.S.C. § 1311, and for violating any condition or limitation in a permit issued under Section 402 of the CWA, 33 U.S.C. § 1342. The Federal Civil Penalties Inflation Adjustment Act of 1990 as amended through 2016 (“FCPIAA”), and the FCPIAA’s implementing regulations as promulgated and updated by EPA at 40 C.F.R. Part 19 (most recently at 90 Fed. Reg. 1375, 1377 (Jan. 8, 2025)), together increase those penalties for inflation.

Applicability to Respondent

37. Respondent is a corporation organized under the laws of Maryland with a principal place of business at 800 Uhler Road, Easton, Pennsylvania.

38. As a corporation, Respondent is a “person” within the meaning of Section 502(5) of the CWA, 33 U.S.C. § 1362(5).

Rehoboth Facility

39. Respondent operates a facility located at 41 Almeida Road, Rehoboth, Massachusetts (“Rehoboth Facility”), where Respondent manufactures landscape architecture blocks at the site. Oldcastle stores raw materials (e.g., aggregate) in designated outdoor locations and then conveys the raw materials indoors to be processed by its manufacturing equipment. Once the landscape architecture blocks are manufactured, they are placed onto pallets and wrapped in plastic as “finished product.” The finished products are then transported outdoors by forklifts to designated storage areas for eventual loading onto flatbed trucks for off-site shipment.

40. On March 6, 2025, EPA conducted an inspection of the Rehoboth Facility. At the time of the inspection, the Rehoboth Facility had coverage under the NPDES Construction General Permit from Stormwater Discharges from Construction Activities, but did not have MSGP coverage.

41. The Facility is located on two adjoining land parcels, one in the Town of Rehoboth and the other in the Town of Seekonk, with a total area of approximately 62-acres. The property is bounded by a street and farmland on the east, by public forested land on the north and private land on the west. State road I-95 is the property boundary on the south. The Rehoboth Facility consists of a large production building and adjacent paved areas.

42. At all times relevant to the allegations in this CAFO, Oldcastle’s operations at the Rehoboth Facility included manufacturing landscape architecture blocks (SIC code 3271).

43. At all times relevant to the allegations in this CAFO, Oldcastle controlled all daily business and industrial operations at the Rehoboth Facility, and otherwise met the definition of “operator” of the Rehoboth Facility under the 2021 MSGP.

44. The topography of the site is flat, with the natural drainage pattern trending south. A natural drainage pathway has had its flow culverted beneath a paved area of block storage in the Northwestern section of the site. The discharge from this culvert along with other stormwater runoff from industrial activities is directed to a settling pond in the southwestern corner of the processing area via rip-rap lined channels as well as via a number of catch basins. The settling pond discharges via a box culvert into Torrey Creek located approximately 30 feet to the west.

45. Torrey Creek flows into the Palmer River, which flows into the Warren River and then into the Atlantic Ocean, all of which are “waters of the United States,” as defined at Section 502(7) of the CWA, 33 U.S.C. § 1362(7) and 40 C.F.R. § 120.2.

46. During certain storm events between October 3, 2022 and April 28, 2025, stormwater from the Rehoboth Facility flowed through various stormwater conveyances that discharge into Torrey Creek.

47. Stormwater from the Rehoboth Facility contained “pollutants” within the meaning of Section 502(6) of the CWA, 33 U.S.C. § 1362(6).

48. The stormwater conveyance system, and more specifically the outfall from the settling pond, discharging pollutants constitute “point sources” within the meaning of Section 502(14) of the CWA, 33 U.S.C. § 1362(14).

49. The stormwater discharges described in paragraphs 44-48 resulted in the “discharge of pollutants,” as defined at Section 502(12) of the CWA, 33 U.S.C. § 1362(12).

50. At all times relevant to the allegations in this CAFO, Oldcastle conducted activities including but not limited to those associated with concrete block manufacturing operations that have resulted in the discharge of “storm water associated with industrial activity,” as defined at 40 C.F.R. § 122.26(b)(14)(ii), to waters of the United States.

51. As “operator” of the Rehoboth Facility, Oldcastle was required to obtain NPDES permit coverage for the discharges of stormwater associated with industrial activity at the Facility, and then to comply with all requirements and conditions for operation under the CWA, its regulations, and the applicable permit.

52. Respondent failed to apply for an individual NPDES permit or for general permit coverage under the 2021 MSGP for the Rehoboth Facility until it submitted a NOI to EPA on April 28, 2025.

53. Respondent’s coverage under the 2021 MSGP became effective May 28, 2025.

Holbrook Facility

54. Respondent operates a facility located at 46 Spring Street, Holbrook, Massachusetts (“Holbrook Facility”), where Respondent made concrete pavers for architecture, patios, and walkways.

55. Respondent’s coverage under the 2021 MSGP for the Holbrook Facility became effective June 26, 2021.

56. On June 24, 2024, EPA conducted a compliance evaluation inspection of the Holbrook Facility’s compliance with the 2021 MSGP for Stormwater Discharges Associated with Industrial Activity.

57. The site is comprised of two adjacent parcels with an area of approximately 36 acres in total. Stormwater flows off-site to the North into a series of wetlands from the northern

two-thirds of the site, and to the South into the Town of Holbrook, Massachusetts' Municipal Separate Sewer System (MS4). Discharge into the MS4 discharges into Trout Brook and the Monaquot River, which flows into the Atlantic Ocean.

58. At all times relevant to the allegations in this CAFO, Oldcastle's operations at the Holbrook Facility included making concrete pavers. Such activity falls within Sector E: Glass, Clay, Cement, Concrete and Gypsum Product Manufacturing classified under Standard Industrial Classification code 3271.

59. At all times relevant to the allegations in this CAFO, Oldcastle controlled all daily business and industrial operations at the Holbrook Facility, and otherwise met the definition of "operator" of the Facility under the 2021 MSGP.

60. Discharge from the southern portion of the site (Outfall 002) discharges to the Holbrook MS4, and from there to Trout Brook and the Monaquot River which flows into the Atlantic Ocean. Trout Brook and the Monaquot River are "waters of the United States," as defined at Section 502(7) of the CWA, 33 U.S.C. § 1362(7) and 40 C.F.R. § 120.2.

61. During storm events between June 2021 and June 2025, stormwater from the Facility flowed into Outfall 002 and discharged through the MS4 system in Holbrook, into Trout Brook and the Monaquot River which flows into the Atlantic Ocean.

62. Stormwater from the Facility contained "pollutants" within the meaning of Section 502(6) of the CWA, 33 U.S.C. § 1362(6).

63. The outfall, a catch basin that flows into the adjacent MS4, discharging pollutants constitute "point sources" within the meaning of Section 502(14) of the CWA, 33 U.S.C. § 1362(14).

64. The stormwater discharges described in paragraphs 60-61 resulted in the “discharge of pollutants,” as defined at Section 502(12) of the CWA, 33 U.S.C. § 1362(12).

65. At all times relevant to the allegations in this CAFO, Oldcastle conducted activities including but not limited to those associated with making concrete pavers at the Holbrook Facility that have resulted in the discharge of “storm water associated with industrial activity,” as defined at 40 C.F.R. § 122.26(b)(14)(ii), to waters of the United States.

66. As “operator” of the Holbrook Facility, Oldcastle was required to obtain NPDES permit coverage for the discharges of stormwater associated with industrial activity at the Facility, and then to comply with all requirements and conditions for operation under the CWA, its regulations, and the applicable permit.

II. FINDINGS OF VIOLATION

Unauthorized Discharge of Stormwater Associated with Industrial Activity at Rehoboth Facility

67. Paragraphs 1 through 66 are incorporated by reference as if fully set forth herein.

68. By discharging stormwater associated with industrial activity at the Rehoboth Facility during certain storm events from at least October 2022 through May 27, 2025, to Waters of the United States without authorization under either the MSGP or an individual NPDES permit, Respondent violated Section 301(a) of the CWA, 33 U.S.C. § 1311(a).

Failure to Comply with the 2021 MSGP Permit Terms and Conditions at Holbrook Facility

69. Paragraphs 1 through 68 are incorporated by reference as if fully set forth herein.

70. Section 3.2.2 of the 2021 MSGP sets forth visual assessment procedures that a permittee must initiate on a quarterly basis and following storm events, including the time period within which,

following a storm event, the assessment must take place, and the water quality characteristics that may constitute evidence of stormwater pollution.

71. Section 3.2.2.5 of the 2021 MSGP requires that whenever the visual assessment shows evidence of stormwater pollution in the discharge, the permittee must initiate corrective action procedures identified in Part 5.1.1 of the 2021 MSGP.

72. Section 3.2.3 of the 2021 MSGP sets forth the requirements for documentation of the visual assessments.

73. Oldcastle did not initiate corrective action procedures within 14 days following the November 12, 2021 visual assessment as required by the 2021 MSGP at the Holbrook Facility.

74. By failing to comply with the terms and conditions of the 2021 MSGP at the Holbrook Facility Respondent violated Section 301(a) of the CWA, 33 U.S.C. § 1311(a) from at least November 27, 2021 through June 13, 2025.

75. Section 5.2.5.2 of the 2021 MSGP, AIM Level 3 Deadlines (see also Sections 5.2.2, 5.2.5, and 5.2.5.1) requires that whenever a permittee's status changes to AIM Level 3 the permittee then identify the schedule for installing the appropriate structural source and/or treatment stormwater control measures within 14 days and install such measures within 60 days, unless it is not feasible to do so within 60 days, in which case a permittee must document the infeasibility in their SWPPP and may take up to 90 days to install said measures. EPA may also grant an extension beyond 90 days, based on an appropriate demonstration by the operator.

76. Oldcastle failed to identify the schedule for installing appropriate structural controls and failed to install such controls within 60 days as required under the 2021 MSGP's Additional Implementation Measures following the December 31, 2023 AIM Level 3 trigger at outfall 002 for the parameter Total Suspended Solids (TSS).

77. By failing to comply with the terms and conditions of the 2021 MSGP at the Holbrook Facility Respondent violated Section 301(a) of the CWA, 33 U.S.C. § 1311(a) from at least January 15, 2024 through June 13, 2025.

III. TERMS OF SETTLEMENT

78. Respondent certifies that it has corrected the alleged violations cited in Paragraphs 68, 73, 74, 76, and 77 of this CAFO and agrees to operate the Facility in compliance with the 2021 MSGP.

79. Respondent stipulates that EPA has jurisdiction over the subject matter alleged in this CAFO and that this CAFO states a claim upon which relief may be granted against Respondent. Respondent hereby waives any defenses it might have as to jurisdiction and venue.

80. 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.

81. Respondent waives any right (i) to contest the allegations, (ii) to request a judicial or administrative hearing on any issue of law or fact set forth in this CAFO, and (iii) to appeal the Final Order.

82. Without admitting or denying the facts and violations alleged in this CAFO, Respondent consents to the terms and issuance of this CAFO and agrees to the payment of the civil penalty set forth herein. The provisions of this CAFO shall be binding on Respondent and Respondent's officers, directors, agents, employees, successors, and assigns.

83. Pursuant to the relevant factors for penalties issued pursuant to Section 309(g)(3) of the CWA, 33 U.S.C. § 1319(g)(3), EPA has determined that it is fair and proper that Respondent pay a total civil penalty in the amount of \$125,000 to resolve the violations alleged in this matter. Respondent consents to the issuance of this CAFO and consents for the purposes of settlement to pay the penalty cited in paragraph 84 below.

Penalty Payment

84. Respondent agrees to pay a civil penalty in the amount of \$125,000 (“Assessed Penalty”) within thirty (30) days after the date the Final Order ratifying this Agreement is filed with the Regional Hearing Clerk (“Filing Date”).

85. 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>.

86. When making a payment, Respondent shall:

- a. Identify every payment with Respondent’s name and the docket number of this Agreement, CWA-01-2026-0039
- b. Concurrently with any payment or within 24 hours of any payment, Respondent shall serve proof of such payment to the following person(s):

Wanda Santiago
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 1
santiago.wanda@epa.gov
and
R1_Hearing_Clerk_Filings@epa.gov

Uzma Bishop-Burney
Enforcement Counsel
U.S. Environmental Protection Agency, Region 1
BishopBurney.Uzma@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, 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.

87. Interest, Charges, and Penalties on Late Payments for the Assessed Penalty. With respect to the Assessed Penalty, 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 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.

- c. 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 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 standard underpayment rate.

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

88. Late Penalty Actions for the Assessed Penalty. With respect to the Assessed Penalty, 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, 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.

89. 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.

90. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Agreement shall not be deductible for purposes of federal taxes. Respondent agrees to treat all payments made pursuant to this CAFO as penalties within the meaning of 26 C.F.R. § 1.162-21, and further agrees not to use those payments in any way as, or in furtherance of, a tax deduction under federal, state, or local law.

General Provisions

91. This CAFO constitutes a settlement by EPA of all claims for civil penalties pursuant to Section 309(g) of the CWA for the violations specifically alleged in Section II of this CAFO. Compliance with this CAFO 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. This CAFO in no way relieves Respondent or its employees of any criminal liability. Nothing in this CAFO shall be construed to limit the authority of the United States to undertake any action against Respondent in response to conditions which may present an imminent and substantial endangerment to the public.

92. Nothing in this CAFO shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions if Respondent is in violation

of this CAFO or continues to be in violation of the statutes and regulations upon which the allegations in this CAFO are based, or if Respondent violates any other applicable provision of federal, state, or local law.

93. Each of the undersigned representatives of the Parties certifies that he or she is fully authorized by the party responsible to enter into the terms and conditions of this CAFO and to execute and legally bind that Party to it.

94. Complainant and Respondent, by entering into this CAFO, each give their respective consent to accept digital signatures hereupon. Respondent further consents to accept electronic service of the full executed CAFO, by electronic mail, to the following address:

Chintan.Amin@crh.com. Respondent understands that this e-mail address may be made public when the CAFO and Certificate of Service are filed and uploaded to a searchable database.

Complainant has provided Respondent with a copy of the EPA Region 1 Regional Judicial Officer's Authorization of EPA Region 1 Part 22 Electronic Filing System for Electronic Filing and Service of Documents Standing Order, dated June 19, 2020. Electronic signatures shall comply with and be maintained in accordance with that Order.

95. Each Party shall bear its own costs and attorneys' fees in this proceeding and specifically waives any right to recover such costs pursuant to the Equal Access to Justice Act, 5 U.S.C. § 504, or other applicable laws.

96. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, EPA is required to send to the Internal Revenue Service ("IRS") annually, 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). 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. In order to provide EPA with sufficient information to enable it to fulfill these obligations, EPA herein requires, and Respondent herein agrees, that:

- 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 therein 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 Center at Chalifoux.Jessica@epa.gov within 30 days after the Final Order ratifying this Agreement is filed, and EPA recommends encrypting IRS Form W-9 email correspondence; and
- 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's Cincinnati Finance Center with Respondent's TIN, via email, within five (5) days of Respondent's receipt of a TIN issued by the IRS.

97. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of the Parties and approval of the Regional Judicial Officer.

FOR RESPONDENT:

Signature  _____ Date 8/4/2026

EVAN HOWARD, REGIONAL OPERATIONS MANAGER
Name, Title (printed)

FOR COMPLAINANT:

James Chow, Director
Enforcement and Compliance Assurance Division
EPA Region 1

Date

FINAL ORDER

1. EPA has provided a thirty-day opportunity for public notice and comment on this proposed CAFO, pursuant to Section 309(g)(4)(A) of the CWA, 33 U.S.C. § 1319(g)(4)(A), and 40 C.F.R. § 22.45(b).

2. The foregoing Consent Agreement is incorporated by reference into this Final Order and is hereby ratified.

3. Respondent is hereby ordered to comply with the terms of the above Consent Agreement, which will become final 30 days from the date it is signed by the Regional Judicial Officer unless a petition to set aside the order is filed by a commenter pursuant to Section 309(g)(4) of the CWA, 33 U.S.C. § 1319(g)(4), and 40 C.F.R. Part 22.

Michael J. Knapp
Regional Judicial Officer
EPA Region 1

Date