

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103**

In the Matter of :
 :
FORRESTER CONSTRUCTION CO. : **U.S. EPA Docket No. CWA-03-2020-0072**
12231 PARKLAWN DRIVE :
ROCKVILLE, MD 20852 : **Proceeding under Section 301,**
 : **Clean Water Act**
Respondent. :

CONSENT AGREEMENT

I. PRELIMINARY STATEMENT

1. This Consent Agreement is entered into by the Enforcement & Compliance Assurance Division, U.S. Environmental Protection Agency, Region III ("Complainant") and Forrester Construction Company ("Respondent") (collectively the "Parties"), pursuant to Section 301 of the Clean Water Act, 33 U.S.C. §1311, and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation, Termination or Suspension of Permits ("Consolidated Rules of Practice"), 40 C.F.R. Part 22. Section 309(g) of the CWA, 33 U.S.C. § 1319(g), authorizes the Administrator of the U.S. Environmental Protection Agency to assess penalties and undertake other actions required by this Consent Agreement. The Administrator has delegated this authority to the Regional Administrator who, in turn, has delegated it to the Complainant. This Consent Agreement and the attached Final Order resolve Complainant's claims against Respondent under the Clean Water Act ("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.

II. JURISDICTION

3. The U.S. Environmental Protection Agency 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).

III. GENERAL PROVISIONS

5. For purposes of this proceeding only, Respondent admits the jurisdictional allegations set forth in this Consent Agreement and Final Order.
6. Except as provided in Paragraph 5, above, Respondent neither admits nor denies the specific factual allegations set forth in this Consent Agreement.
7. Respondent agrees 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, Respondent hereby expressly waives its right to contest the allegations set forth in this Consent Agreement and Final Order and waives its right to appeal the accompanying Final Order.
9. Respondent consents to the settlement amount stated herein, to the issuance of any specified compliance order herein, and to any conditions specified herein.
10. Respondent shall bear its own costs and attorney's fees in connection with this proceeding.
11. 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(b), EPA is providing public notice and an opportunity to comment on the Consent Agreement prior to issuing the Final Order.

IV. FINDINGS OF FACT AND CONCLUSIONS OF LAW

12. 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.
13. Section 309(g)(2)(B) of the Act, 33 U.S.C. § 1319(g)(2)(B), authorizes the assessment of administrative penalties against any person who violates any National Pollutant Discharge Elimination System ("NPDES") permit condition or limitation in an amount not to exceed \$10,000 per day for each day of violation, up to a total penalty amount of \$125,000.

14. Pursuant to the Civil Monetary Penalty Inflation Adjustment Rule, 40 C.F.R. Part 19, and Section 309(g)(2)(B) of the Act, 33 U.S.C. § 1319(g)(2)(B), any person who has violated any NPDES permit condition or limitation after November 2, 2015 where the penalty is assessed on or after January 15, 2019, the maximum administrative penalty per day for each day of violation is up to \$21,933, up to a total penalty amount of \$274,150. (Part 19 also specifies the maximum penalties applicable to other time periods.)
15. Section 301(a) of the Act, 33 U.S.C. § 1311(a), prohibits the discharge of any pollutant (other than dredged or fill material) from a point source into waters of the United States, except in compliance with a permit issued pursuant to the NPDES program under Section 402 of the Act, 33 U.S.C. § 1342.
16. Section 402(a) of the Act, 33 U.S.C. § 1342(a), provides that the Administrator of EPA may issue permits under the NPDES program for the discharge of pollutants from point sources to waters of the United States. The discharges are subject to specific terms and conditions as prescribed by the permit.
17. Section 402(p) of the Act, 33 U.S.C. § 1342(p), and 40 C.F.R. §§ 122.2 and 122.26 provide that, with some exceptions not relevant here, storm water discharges are “point sources” subject to NPDES permitting requirements under Section 402(a) of the Act, 33 U.S.C. § 1342(a).
18. “Storm water” is defined as “storm water runoff, snow melt runoff and surface runoff and drainage.” 40 C.F.R. § 122.26(b)(13).
19. An NPDES permit is required for discharges of storm water associated with industrial activity. Section 402(p) of the Act, 33 U.S.C. § 1342(p); 40 C.F.R. § 122.26(a), (c); 40 C.F.R. § 122.21.
20. The term “industrial activity” includes, among others, “[c]onstruction activity including clearing, grading and excavation, except operations 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 a 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).
21. Dischargers of storm water associated with industrial activities to waters of the United States are required to seek NPDES permit coverage. 40 C.F.R. § 122.26(c).
22. The Commonwealth of Virginia has been approved by EPA to administer the NPDES program in the Commonwealth of Virginia. Pursuant to the authority of the Act, the NPDES program approval, and the Virginia State Water Control Law, Virginia has issued Virginia Pollutant Discharge Elimination System (“VPDES”) Permit No. VAR10, General VPDES Permit for Discharges of Storm water from Construction Activities (“the Permit”). The effective date of the Permit was July 1, 2014 and the expiration date was

June 30, 2019. The Respondent submitted a Notice of Termination on November 18, 2018.

23. VPDES Permit No. VAR10 authorizes discharges of storm water associated with construction activities to waters of the United States (including discharges to, or through municipal separate storm sewer systems), when in accordance with the conditions of the Permit.
24. The Permit requires the permittee to develop a storm water pollution prevention plan ("SWPPP"). One of the required elements of the SWPPP is an erosion and sediment plan ("ESC Plan"). Permit, Part II.A.2.
25. The Permit requires the permittee to implement the SWPPP. Permit, Part II.E.
26. Respondent is a "person" within the meaning of Section 502(5) of the Act, 33 U.S.C. § 1362(5) and 40 C.F.R. § 122.2.
27. At all times relevant to this Consent Agreement and Final Order, upon information and belief, Respondent was the operator of a site known as Millenium Project Arlington National Cemetery ("Site"), located in Arlington, Virginia.
28. At the Site, the Respondent has been at all relevant times engaged in construction activity that discharges storm water from a point source to an unnamed boundary channel. The unnamed boundary channel is a tributary of the Potomac River, both of which are "waters of the United States" within the meaning of Section 502(7) of the Act, 33 U.S.C. § 1362(7).
29. The construction activity at the Site has disturbed or will disturb a total of more than five acres of land, specifically about 26 acres of land.
30. On May 15, 2014, Virginia received a registration statement seeking coverage under the Permit for the Respondent's stormwater discharges associated construction activity at the Site. Virginia granted Respondent coverage under the Permit effective July 25, 2014.
31. On September 9, 2016, representatives of EPA Region III and EPA contractors from Eastern Research Group, accompanied by the Virginia Department of Environmental Quality (jointly "the Inspection team") conducted an inspection at the Site (hereinafter, "the Inspection").
32. During the Inspection, the Inspection team reviewed Respondent's SWPPP, self-inspection procedures and reports, descriptions of erosion and sediment ("E&S") controls, maintenance procedures and the current conditions at the Site.
33. On September 29, 2016, Respondent sent EPA supplemental information including inspection reports, Environmental Protection Plan, SWPPP, SWPPP Map, and the Permit.

34. The inspection team prepared an inspection report dated January 17, 2017 from the Inspection ("the Inspection Report"), which included multiple observations regarding Respondent's compliance with the requirements of the Permit.
35. On March 15, 2017, EPA emailed a copy of the Inspection Report to the Respondent.
36. Respondent corrected the deficiencies noted during the Inspection and described in the Inspection Report through its own self-inspection process in accordance with its SWPPP. On December 11, 2019, Respondent sent documentation to EPA of its self-inspection reports and the work Respondent completed after the Inspection to remedy such deficiencies.

Count I

Failure to Maintain Erosion and Sediment Controls – Silt Fences

37. The allegations of Paragraphs 1 through 36 of this Consent Agreement are incorporated herein by reference.
38. The Permit requires the permittee to maintain all stormwater discharge controls measures in effective operating conditions, in accordance with good engineering practice. VPDES Permit No. VAR10C624, Part II.E.
39. At the time of the Inspection, there were multiple sites where the silt fence was not properly maintained or installed. Specifically, there were several sections of silt fence that were not taut and half covered with sediment. There were also several debris piles pushing over sections of silt fence and super silt fence.
40. Based upon the information described in Paragraph 38, Respondent failed to ensure that all erosion and sediment controls remained in effective operating condition during permit coverage and were maintained appropriately to retain their effectiveness.
41. Respondent's failure to ensure that all erosion and sediment controls remain in effective operating condition during permit coverage constitute violations of the Permit and Sections 301 and 402 of the Act, 33 U.S.C. §§ 1311 and 1342.

Count II

Failure to Maintain Erosion and Sediment Controls – Curb Inlet Protection

42. The allegations of Paragraphs 1 through 41 of this Consent Agreement are incorporated herein by reference.
43. The Permit requires the permittee to maintain all stormwater discharge controls measures in effective operating conditions, in accordance with good engineering practice. VPDES Permit No. VAR10C624, Part II.E.

44. At the time of the Inspection, there were six curb and grate combination inlets along the paved access road. Five of the inlets appeared to have silt fence fabric installed under the inlet grates but the curb inlet openings were not protected. The inlet grates and filter fabric under the grate were covered with sediment, concrete debris, and gravel. One curb and grate combination inlet did not have any inlet protection installed and had sediment and concrete material in the catch basin. An additional six inlet structures were surrounded with super silt fence that was not stabilized.
45. Based upon the information described in Paragraph 43, Respondent failed to install and/or maintain these curb inlet protections as required by the Permit.
46. Respondent's failure to install and/or maintain these curb inlet protections constitute violations of the Permit and Sections 301 and 402 of the Act, 33 U.S.C. §§ 1311 and 1342.

Count III

Failure to Maintain Erosion and Sediment Controls – Sediment Basin

47. The allegations of Paragraphs 1 through 46 of this Consent Agreement are incorporated herein by reference.
48. The Permit requires the permittee to maintain all stormwater discharge controls measures in effective operating conditions, in accordance with good engineering practice. VPDES Permit No. VAR10C624, Part II.E.
49. At the time of the inspection, a future bioretention area was being used as a temporary sediment basin which was filled with sediment. The temporary sediment basin discharged to an unnamed stream on the site. The outlet structure was surrounded by super silt fence that had collapsed onto the outlet structure. There was fine sediment buildup around the outlet structure.
50. Based upon the information described in Paragraph 48, Respondent failed to ensure that all erosion and sediment controls remained in effective operating condition during permit coverage and were maintained appropriately to retain their effectiveness.
51. Respondent's failure to ensure that all erosion and sediment controls remain in effective operating condition during permit coverage constitute violations of the Permit and Sections 301 and 402 of the Act, 33 U.S.C. §§ 1311 and 1342.

Count IV

Failure to Maintain Erosion and Sediment Controls – Microbioretention

52. The allegations of Paragraphs 1 through 51 of this Consent Agreement are incorporated herein by reference.
53. The Permit requires the permittee to maintain all stormwater discharge controls measures in effective operating conditions, in accordance with good engineering practice. VPDES Permit No. VAR10C624, Part II.E.
54. At the time of the inspection, at the west end of Columbarium A, areas of silt fence were not entrenched. The silt fence was downslope from a partially unstabilized slope that had erosion rills. A microbioretention area in the middle of the Columbarium A had filled with sediment. The Arlington National Cemetery Environmental Compliance Project Manager stated during the inspection that the sediment in the microbioretention should not be there and would need to be removed prior to the transfer of site management to the Department of Army.
55. Based upon the information described in Paragraph 53, Respondent failed to ensure that all erosion and sediment controls remained in effective operating condition during permit coverage and were maintained appropriately to retain their effectiveness.
56. Respondent's failure to ensure that all erosion and sediment controls remain in effective operating condition during permit coverage constitute violations of the Permit and Sections 301 and 402 of the Act, 33 U.S.C. §§ 1311 and 1342.

Count V

Failure to Implement Pollution Prevention Measures

57. The allegations of Paragraphs 1 through 56 of this Consent Agreement are incorporated herein by reference.
58. The Permit requires the permittee to prevent and respond to leaks, spills, and other releases and to expeditiously stop, contain, and clean up spills, leaks, and other releases. VPDES Permit No. VAR10C624, Part II.A.
59. At the time of the inspection, an oily substance was observed on the ground approximately two feet from the paved access road. There were no pollution prevention or cleanup measures in place.
60. Based upon the information described in Paragraph 58, Respondent failed to have in place pollution prevention measures.
61. Respondent's failure to implement all pollution prevention measures during permit coverage constitute violations of the Permit and Sections 301 and 402 of the Act, 33 U.S.C. §§ 1311 and 1342.

Count VI
Failure to Maintain the Temporary Soil Stabilization Requirements

62. The allegations of Paragraphs 1 through 60 of this Consent Agreement are incorporated herein by reference.
63. The Permit requires the permittee to maintain all stormwater discharge controls measures in effective operating conditions, in accordance with good engineering practice. VPDES Permit No. VAR10C624, Part II.E.
64. At the time of the inspection, a steeply graded partial slope with erosion rills and gullies that was not stabilized. This area was upslope of numerous inlets and the microbioretention.
65. Based upon the information described in Paragraph 63, Respondent failed to ensure that all control measures were properly maintained in effective operating condition during permit coverage and were maintained appropriately to retain their effectiveness.
66. Respondent's failure to ensure that all control measures were properly maintained in effective operating condition during permit coverage constitute violations of the Permit and Sections 301 and 402 of the Act, 33 U.S.C. §§ 1311 and 1342.

V. SETTLEMENT

67. 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 Twenty Thousand (\$20,000) Dollars, which Respondent shall be liable to pay in accordance with the terms set forth below.
68. The civil penalty assessed in this Consent Agreement and Final Order is based upon EPA's consideration of a number of factors, including 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 Supplemental Guidance to the Interim Clean Water Act Settlement Penalty Policy (March 1, 1995) for Violations of the Construction Stormwater Requirements (February 5, 2008), which reflects the statutory penalty criteria and factors set forth at Section 309(g) of the Act, 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.
69. Payment of the settlement amount, and any associated interest, administrative fees, and late payment penalties owed, shall be made by either cashier's check, certified check or electronic wire transfer, in the following manner:

- a. All payments by Respondent shall include reference to Respondent's name and address, and the Docket Number of this action, *i.e.*, **U.S. EPA Docket No. CWA-03-2020-0072**
- b. All checks shall be made payable to the "United States Treasury"
- c. All payments made by check and sent by regular mail shall be addressed and mailed to:

U.S. Environmental Protection Agency
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

- d. For additional information concerning other acceptable methods of payment of the settlement amount see:

<https://www.epa.gov/financial/makepayment>

- e. A copy of Respondent's check or other documentation of payment of the settlement amount using the method selected by Respondent for payment shall be sent simultaneously to:

Louis F. Ramalho
Senior Assistant Regional Counsel
U.S. EPA, Region III (3RC40)
1650 Arch Street
Philadelphia, PA 19103-2029
Ramalho.Louis@epa.gov

70. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim, as more fully described below. Accordingly, Respondent's failure to make timely payment of the settlement amount as specified herein shall result in the assessment of late payment charges including interest, penalties and/or administrative costs of handling delinquent debts.
71. Payment of the settlement amount is due and payable immediately upon the effective date of the CONSENT AGREEMENT AND FINAL ORDER. Receipt by Respondent or Respondent's legal counsel of such copy of the fully executed CONSENT AGREEMENT AND FINAL ORDER, with a date stamp indicating the date on which the CONSENT AGREEMENT AND FINAL ORDER was filed with the Regional Hearing Clerk, shall constitute receipt as of the effective date of this CONSENT AGREEMENT AND FINAL ORDER or the date of receipt, whichever is later, of written initial notice that a debt is owed EPA by Respondent in accordance with 40 C.F.R. § 13.9(a).

72. Interest on the settlement amount will begin to accrue on the effective date of this CONSENT AGREEMENT AND FINAL ORDER. However, EPA will not seek to recover interest on any amount of the settlement amount that is paid within thirty (30) calendar days after the effective date of this CONSENT AGREEMENT AND FINAL ORDER. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 13.11(a).
73. ADMINISTRATIVE COSTS: The costs of the EPA's administrative handling of overdue debts will be charged and assessed monthly throughout the period a debt is overdue. 40 C.F.R. § 13.11(b). Pursuant to Appendix 2 of EPA's *Resources Management Directives – Case Management*, Chapter 9, EPA will assess a \$15.00 administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the payment is due and an additional \$15.00 for each subsequent thirty (30) days the settlement amount remains unpaid.
74. LATE PAYMENT PENALTY: A late payment penalty of six percent per year will be assessed monthly on any portion of the settlement amount that remains delinquent more than ninety (90) calendar days. 40 C.F.R. § 13.11(c). Should assessment of the penalty charge on the debt be required, it shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).
75. Respondent agrees not to deduct for federal tax purposes the civil penalty assessed in this Consent Agreement and Final Order.

VI. GENERAL SETTLEMENT CONDITIONS

76. 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.
77. 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 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.

VII. CERTIFICATION OF COMPLIANCE

78. Respondent certifies to EPA, upon personal investigation and to the best of its knowledge and belief, that it currently is in compliance with regard to the violations alleged in this Consent Agreement.

VIII. OTHER APPLICABLE LAWS

79. Except as provided in Paragraph 5, above, Respondent neither admits nor denies the specific factual allegations set forth in this Consent Agreement, but Respondent consents to the settlement stated herein. Nothing in this Consent Agreement and Final Order shall relieve Respondent of its obligation to comply with all applicable federal, state, and local laws and regulations, nor shall it restrict 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, 33 U.S.C. §§ 1251 *et seq.*, or any regulations promulgated thereunder.

IX. RESERVATION OF RIGHTS

80. This Consent Agreement and Final Order resolves only EPA's claim for the specific violations 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). EPA reserves any rights and remedies available to it under the Clean Water Act, 33 U.S.C. § 301 *et seq.*, 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.

X. EXECUTION /PARTIES BOUND

81. This Consent Agreement and Final Order shall apply to and be binding upon the EPA, the Respondent and the officers, directors, employees, contractors, successors, agents and assigns of Respondent. By 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 the Respondent to execute this Consent Agreement and to legally bind Respondent to the terms and conditions of this Consent Agreement and Final Order.

XI. EFFECTIVE DATE

82. 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

In Re: Forrester Construction Company
U.S. EPA Docket No. CWA-03-2020-0072

been signed by the Regional Administrator or his delegate, the Regional Judicial Officer, filed with the Regional Hearing Clerk, and served on Respondent by certified mail, or ten (10) days after conclusion of the public notice and comment period described in 40 C.F.R. § 22.45(b), whichever is later.

XII. ENTIRE AGREEMENT

83. This Consent Agreement and Final Order constitutes the entire agreement and understanding between the Parties regarding settlement of all of EPA's claims under the CWA 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:

Forrester Construction Company

Date:

3/9/2020

By:

W. Cabot

Wayne Cabot
Executive Vice-President

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 III, agree to the terms and conditions of this Consent Agreement and recommend that the Regional Administrator, or his/her designee, the Regional Judicial Officer, issue the attached Final Order.

Date: 6/8/20

By: KAREN MELVIN
Digitally signed by
KAREN MELVIN
Date: 2020.06.08
14:20:42 -04'00'
Karen Melvin
Director, Enforcement and Compliance
Assurance Division
U.S. EPA – Region III
Complainant

Attorney for Complainant:

Date: 6/8/20

By: Ramalho, Louis
Digitally signed by
Ramalho, Louis
Date: 2020.06.08
11:03:25 -04'00'
Louis F. Ramalho
Senior Assistant Regional Counsel
U.S. EPA – Region III

Order resolves only those causes of action alleged in the Consent Agreement and does not waive, extinguish or otherwise affect Respondent's obligation to comply with all applicable provisions of Section 301(a) of the Act, 33 U.S.C. § 1311(a), and the regulations promulgated thereunder.

This Consent Agreement and Final Order will become final and effective thirty (30) days after having been signed by the Regional Judicial Officer and filed with the Regional Hearing Clerk.

Date: 6/9/20

JOSEPH
LISA

Digitally signed by
JOSEPH LISA
Date: 2020.06.09
07:30:04 -04'00'

Joseph J. Lisa
Regional Judicial Officer
U.S. EPA - Region III

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029**

In the Matter of)	
)	
FORRESTER CONSTRUCTION CO.)	U.S. EPA Docket No. CWA-03-2020-
12231 PARKLAWN DRIVE)	0072
ROCKVILLE, MD 20852)	
)	Proceeding under Section 301,
Respondent.)	Clean Water Act
)	

CERTIFICATE OF SERVICE

I certify that on June 9, 2020, the original and one (1) copy of the foregoing *Consent Agreement and Final Order*, were filed with the EPA Region III Regional Hearing Clerk. 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:

Copy served via Email to:

T. Michael Brown, Esq.
Bradley
One Federal Place
1819 5th Avenue North
Birmingham, AL 35203
email: mbrown@bradley.com

Louis F. Ramalho
Senior Assistant Regional Counsel
ORC – 3RC40
U.S. EPA, Region III
1650 Arch Street
Philadelphia, PA 19103
email: ramalho.louis@epa.gov

BEVIN
ESPOSITO Digitally signed by
BEVIN ESPOSITO
Date: 2020.06.09
11:49:42 -04'00'

Date: June 9, 2020

Regional Hearing Clerk
U.S. EPA, Region III