

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 1**

<b>IN THE MATTER OF</b>	)	<b>DOCKET NO:</b> CWA-01-2021-0076
	)	
Patriot Marine LLC	)	
2 Poplar Street	)	<b>ADMINISTRATIVE CONSENT</b>
New Haven, CT 06513	)	<b>AGREEMENT AND FINAL ORDER</b>
	)	
Coastline Consulting and	)	Proceeding under Section 309(g)
Development LLC	)	of the Clean Water Act,
57B E Industrial Rd	)	33 U.S.C. § 1319(g)
Branford, CT 06405	)	
	)	
Respondents	)	
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**INTRODUCTION**

1. This Consent Agreement and Final Order (“CAFO”) is entered into by the U.S. Environmental Protection Agency (“EPA”) and Patriot Marine LLC (“Patriot”) and Coastline Consulting and Development LLC (“Coastline”) (collectively “Respondents”) pursuant to Section 309(g)(2)(B) of the Clean Water Act (“CWA”), 33 U.S.C. § 1319(g)(2)(B), and in accordance with the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits*, at 40 C.F.R. Part 22 (the “Consolidated Rules”). The authority to enter into CAFOs has been delegated to the Regional Administrator, EPA Region 1, and has been re-delegated to the undersigned Director of the Enforcement and Compliance Assurance Division, EPA Region 1.

2. Pursuant to 40 C.F.R. § 22.13(b) of the Consolidated Rules, the parties agree to simultaneously commence and conclude this action for civil penalties by the issuance of this

CAFO.

3. Respondents agree to the effect of this CAFO and agree to carry out the terms and conditions described herein.

**STATUTORY AND REGULATORY AUTHORITY**

4. EPA takes this action under the authority of Section 309(g)(2)(B) of the Act, 33 U.S.C. § 1319(g)(2)(B), for violations of Section 301(a) of the CWA, 33 U.S.C. § 1311(a) and Section 404 of the Act, 33 U.S.C. § 1344.

5. Pursuant to Section 309(g)(1) of the CWA, 33 U.S.C. § 1319(g)(1), and in accordance with 40 C.F.R. § 22.38(b), EPA notified the Massachusetts Department of Environmental Protection of this action and has given them an opportunity to consult with EPA on this action.

6. Section 301(a) of the CWA, 33 U.S.C. § 1311(a), prohibits the discharge of pollutants, including dredged and/or fill material, from a point source, including vessels, into navigable waters by any person, except as authorized by a permit issued pursuant to Sections 402 or 404 of the CWA, 33 U.S.C. §§ 1342 or 1344, or as otherwise authorized under the CWA.

7. Each discharge of pollutants from a point source that is not authorized by such a permit or other authorization constitutes a violation of Section 301(a) of the CWA, 33 U.S.C. § 1311(a).

8. Section 502(5) of the CWA, 33 U.S.C. § 1362(5), defines “person” to include, *inter alia*, “an individual, corporation, partnership, [or] association.”

9. 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.”

10. Section 502(6) of the CWA, 33 U.S.C. § 1362(6), defines “pollutant” to include,

*inter alia*, dredged spoil, rock, sand, and agricultural waste.

11. 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,” including, but not limited to, vessels.

12. Section 502(7) of the CWA, 33 U.S.C. § 1362(7), defines “navigable waters” as “the waters of the United States, including the territorial seas.”

### **DESCRIPTION OF ALLEGED VIOLATIONS**

13. The Annisquam River Federal Navigation Project (“Annisquam FNP”) is administered by the U.S. Army Corps of Engineers (“USACE”) and provides for the maintenance dredging of a navigation channel between Ipswich Bay and Gloucester Harbor.

14. The Annisquam River, Ipswich Bay, and Gloucester Harbor are each “navigable waters” as defined in Section 502(7) of the CWA, 33 U.S.C. § 1362(7).

15. The UACE authorization for the Annisquam River FNP specifically limits the disposal of dredged material associated with the navigation project to two sites: the Gloucester Historic Disposal Site (“GHDS”), located 0.7 miles south of Eastern Point outside of Gloucester Harbor, and the Ipswich Bay Nearshore Disposal Site (“IBNDS”), which is approximately 1.5 miles north of Farm Point and Wingersheek and Coffins Beaches.

16. The USACE contracted with Respondent Coastline to perform maintenance dredging and other work related to the Annisquam River FNP.

17. Respondent Coastline is a limited liability company duly organized in the State of Connecticut with a principal office at 57-B East Industrial Road in Branford, Connecticut. Respondent Coastline is also registered as foreign limited liability company with the Commonwealth of Massachusetts.

18. Respondent Coastline, in turn, subcontracted with Respondent Patriot to transport and dispose of dredged material from the Annisquam FNP at the USACE designated disposal sites.

19. Respondent Patriot is a limited liability company duly organized in the Commonwealth of Massachusetts. Respondent Patriot is also registered as a foreign limited liability company in the State of Connecticut with a principal office located at 2 Poplar Street in New Haven, Connecticut.

20. Respondents were provided the specific coordinates for the locations of the disposal sites authorized by the USACE, along with other project and contractual requirements.

21. On January 8, 2020, a vessel operated by Respondent Patriot, as a subcontractor for Respondent Coastline, prematurely released three separate loads of dredged material intended for the GHDS into an area at the mouth of Gloucester Harbor between the breakwater and the GHDS.

22. On February 6, 2020, another off-target dump occurred from a vessel operated by Respondent Patriot, as a subcontractor for Respondent Coastline, in the process of disposal at the IBNDS.

23. Together, the four off-target dumps resulted in the discharge of approximately 939 cubic yards of dredged material into Gloucester Harbor and Ipswich Bay outside of the authorized designated disposal site boundaries.

24. The discharge of dredged material described above into Gloucester Harbor and Ipswich Bay outside the designated disposal sites authorized by the USACE violates Section 301(a) of the CWA, 33 U.S.C. § 1311(a).

25. Respondents are each “persons” within the meaning of Section 502(5) of the CWA,

33 U.S.C. § 1362(5).

26. The vessel operated by Patriot, under subcontract with Respondent Coastline, constitutes a “point source” under Section 502(14) of the CWA, 33 U.S.C. § 1362(14).

27. Each premature release of dredged material from the Annisquam FNP into Gloucester Harbor and Ipswich Bay constitutes a “discharge” of a “pollutant” into “waters of the United States” as defined, respectively, by Sections 502(12), 502(6) and 502(7) of the CWA, 33 U.S.C. §§ 1362(12), 1362(6), and 1362(7).

28. The discharges of dredged material into Gloucester Harbor and Ipswich Bay were not authorized under the CWA because each discharge occurred outside the boundaries of the disposal sites designated by the Corps for the Annisquam FNP.

29. Accordingly, Respondents are jointly and severally liable under the CWA for the unauthorized discharge of dredged material into jurisdictional waters of the United States. 33 U.S.C. §§ 1311(a) and § 1344.

### **CONSENT AGREEMENT**

30. EPA and Respondents agree that settlement of this cause of action is in the public interest and that entry of this CAFO without further litigation is an appropriate means of resolving this matter. Therefore, before taking 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 ordered and adjudged as follows:

#### **Terms of Settlement**

31. This CAFO shall be binding on Respondents and their successors, and assigns, or other entities or persons otherwise bound by law.

32. For purposes of this proceeding, Respondents admit the jurisdictional allegations

contained in this CAFO, and neither admit nor deny the other factual allegations contained in this CAFO, and consent to the issuance of this CAFO and the conditions specified herein.

33. Respondents waive any and all remedies, claims for relief, and otherwise available rights to judicial or administrative review that Respondents may have with respect to any issue of fact or law or any terms and conditions set forth in this CAFO, including any right of judicial review of this CAFO under the Administrative Procedure Act, 5 U.S.C. §§ 701-708 providing for judicial review of final agency action.

34. EPA proposes, and Respondents consent to, the assessment of a civil penalty of \$42,000 for all violations alleged in this CAFO through the effective date of the CAFO.

35. Respondents shall pay the total penalty of \$42,000 within 10 calendar days of the date this CAFO becomes final.

36. In agreeing to the penalty set forth in the previous paragraph, EPA has taken into account the statutory penalty factors at Section 309(g)(3) CWA, 33 U.S.C. § 1319(g)(3).

37. The payment shall be remitted as follows:

**If remitted by regular U.S. mail:**

U.S. EPA / Fines and Penalties  
Cincinnati Finance Center  
P.O. Box 979077  
St. Louis, Missouri 63197-9000

**If remitted by any overnight commercial carrier:**

U.S. Bank  
Government Lockbox 979077  
1005 Convention Plaza  
Mail Station SL-MO-C2GL  
St. Louis, Missouri 63101

**If remitted by wire transfer:** Any wire transfer must be sent directly to the Federal Reserve Bank in New York City using the following information:

Federal Reserve Bank of New York  
ABA = 021030004  
Account = 68010727  
SWIFT address = FRNYUS33  
33 Liberty Street  
New York, New York 10045  
Field Tag 4200 of the Fedwire message should read “D 68010727  
Environmental Protection Agency”

**If remitted through the Automated Clearing House (ACH) for  
receiving US currency:**

U.S. Treasury REX / Cashlink ACH Receiver  
ABA: 051036706  
Account Number: 310006, Environmental Protection Agency  
CTX Format Transaction Code 22 -- checking  
Physical location of U.S. Treasury facility:  
5700 Rivertech Court  
Riverdale, Maryland 20737

At the time of payment, Respondents shall simultaneously send notice of the payments or  
copies of the check to:

Wanda Santiago  
Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region 1  
5 Post Office Square, Suite 100 (Mail Code ORC 04-6)  
Boston, MA 02109-3912

and

Laura Beveridge  
Senior Enforcement Counsel  
U.S. Environmental Protection Agency, Region 1  
5 Post Office Square, Suite 100 (Mail Code 04-3)  
Boston, MA 02109-3912

38. Pursuant to Section 309(g)(9) of the CWA, 33 U.S.C. § 1319(g)(9), a failure by  
Respondents to pay the penalty assessed by this CAFO in full by its due date shall subject  
Respondents to a civil action to collect the assessed penalty, plus interest at the prevailing rates,  
from the date this CAFO becomes final. The rate of interest assessed shall be at the rate set forth

in 31 C.F.R. § 901.9(b), promulgated under 31 U.S.C. § 3717. Any person who fails to pay on a timely basis the amount of an assessed penalty shall be required to pay, in addition to such amount and interest, attorney's fees, costs for collection proceedings, and a quarterly non-penalty payment for each quarter during which such failure to pay persists. Such nonpayment penalty shall be in an amount equal to twenty percent of the aggregate amount of such person's penalties and nonpayment penalties that are unpaid as of the beginning of such quarter. In any such collection action, the validity, amount, and appropriateness of the penalty shall not be subject to review.

### **PUBLIC NOTICE**

39. Section 309(g)(4)(A) of the CWA, 33 U.S.C. § 1319(g)(4)(A), provides that, prior to issuing an order assessing a penalty under Section 309(g) of the Act, 33 U.S.C. § 1319(g), EPA must provide public notice of, and reasonable opportunity to comment on, the proposed issuance of such order. EPA will satisfy this requirement for notice by providing public notice of, and reasonable opportunity to comment on, this Consent Agreement prior to the issuance of the Final Order.

### **GENERAL PROVISIONS**

40. The civil penalty provided under this CAFO, and any interest, nonpayment penalties, and charges described in this CAFO, shall represent penalties assessed by EPA within the meaning of 26 U.S.C. § 162(f) and are not tax deductible for purposes of federal, state, or local law. Accordingly, Respondents agree to treat all payments made pursuant to this CAFO as penalties within the meaning of 26 C.F.R. § 1.162-21, and further agree not to use those payments in any way as, or in furtherance of, a tax deduction under federal, state, or local law.

41. Issuance of this CAFO constitutes a final settlement by EPA of all claims for judicial



and administrative civil penalties pursuant to Sections 309(d) and (g) of the Act, 33 U.S.C. §§ 1319(d) and (g), for all past violations of the CWA specifically alleged herein.

42. Issuance of this CAFO does not constitute a settlement by EPA of its right to enforce the substantive legal requirements underlying this administrative penalty assessment, whether administratively or judicially pursuant to Sections 309(a), (b) and (c) of the CWA, 33 U.S.C. §§ 1319(a), (b) and (c), or Section 504 of the Act, 33 U.S.C. § 1364.

43. This CAFO is not a permit, and Respondents' liability under the CWA or any other federal, state, or local law or regulation is not excused by compliance with the terms of this CAFO. Payment of the penalty pursuant to this CAFO resolves only Respondents' liability for federal civil penalties for the violations and facts alleged herein through the effective date of this CAFO.

44. This CAFO in no way relieves Respondents or their employees of any criminal liability, and EPA reserves all its other criminal and civil enforcement authorities, including the authority to seek injunctive relief and the authority to undertake any action against Respondents in response to conditions which may present an imminent and substantial endangerment to the public health, welfare, or the environment.

45. 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 available by virtue of Respondents' violation of this CAFO, or of the statutes and regulations upon which this CAFO is based, or for Respondents' violation of any applicable provision of law.

46. The terms, conditions, and requirements of this CAFO may not be modified or amended except upon the written agreement of all parties, and approval of the Regional Administrator or his or her properly authorized delegee.

47. Except as described in paragraph 39 above, the parties shall bear their own costs and fees in this action, including attorney's fees, and specifically waive any right to recover such costs from the other party pursuant to the Equal Access to Justice Act, 5 U.S.C § 504, or other applicable laws.

48. Respondents' obligations under the CAFO shall end when it has paid in full the scheduled civil penalty, and any interest or nonpayment penalties, and submitted the documentation required by this CAFO.

49. 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 CAFO and to execute and legally bind that party to it.

50. Respondents agree to acceptance of (a) EPA's digital or an original signature on this CAFO and (b) EPA's service of the fully executed CAFO by regular mail or electronic mail. EPA agrees to acceptance of the Respondents' digital or original signatures on this CAFO.

FOR PATRIOT MARINE LLC

Date: \_\_\_\_\_  
Timothy Linden, General Manager

FOR COASTLINE CONSULTING AND DEVELOPMENT LLC

Date: \_\_\_\_\_  
Mark Jackson, President and Senior Project Manager

FOR U.S. ENVIRONMENTAL PROTECTION AGENCY

Date: \_\_\_\_\_

James Chow, Deputy Director for Karen McGuire, Director  
Environmental Compliance and Assurance Division  
U.S. Environmental Protection Agency, Region 1  
5 Post Office Square, Suite 100  
Boston, MA 02109

**FINAL ORDER**

In accordance with 40 C.F.R. § 22.18(b) of the United States Environmental Protection Agency’s Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties (CROP) found at 40 C.F.R. Part 22, the parties to the above-captioned matter have forwarded an executed Consent Agreement to the undersigned for final approval. In accordance with 40 C.F.R. § 22.13(b) of the CROP, the parties have simultaneously commenced and settled the above-captioned action. Pursuant to Section 311 of the CWA, 33 U.S.C. § 1321, the Consent Agreement and this Final Order resolve the Clean Water Act violations described in the Consent Agreement.

As required by Section 311(b)(6)(C)(i) of the CWA, 33 U.S.C. § 1321(b)(6)(C)(i), EPA has provided the public a thirty-day opportunity for public notice and comment before issuance of this Final Order. In addition, as required by the CROP at 40 C.F.R. § 22.45(b)(1), this Final Order is being issued more than forty days after issuance of the public notice.

The foregoing Consent Agreement is hereby ratified and incorporated by reference into this Final Order. Respondents are 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 undersigned unless a petition to set aside the Final Order is filed by a commenter pursuant to Section 311(b)(6)(C)(iii) of the CWA, 33 U.S.C. § 1321(b)(6)(C)(iii), and the CROP at 40 C.F.R. § 22.45(c)(4).

Date: \_\_\_\_\_

\_\_\_\_\_  
LeAnn Jensen, Regional Judicial Officer  
U.S. Environmental Protection Agency, Region 1