

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM FOR ADMINISTRATIVE ACTIONS

This form was originated by Wanda I. Santiago for Laura J. Berry 9/27/16
Name of Case Attorney Date

in the ORC (RAA) at 918-1113
Office & Mail Code Phone number

Case Docket Number CWA-DI-2016-0057

Site-specific Superfund (SF) Acct. Number _____

This is an original debt This is a modification

Name and address of Person and/or Company/Municipality making the payment:

Saint-Gobain Abrasives, Inc. &
Saint-Gobain Ceramics & Plastics, Inc.
1 New Bond St.
Worcester, MA 01615

Total Dollar Amount of Receivable \$ 131,000 Due Date: 10/6/16

SEP due? Yes No Date Due _____

Installment Method (if applicable)

INSTALLMENTS OF:
1st \$ 123,140 on 10/6/16
2nd \$ 7,860 on 10/6/16
3rd \$ _____ on _____
4th \$ _____ on _____
5th \$ _____ on _____

For RHC Tracking Purposes:

Copy of Check Received by RHC _____ Notice Sent to Finance _____

TO BE FILLED OUT BY LOCAL FINANCIAL MANAGEMENT OFFICE:

IFMS Accounts Receivable Control Number _____

If you have any questions call: _____
in the Financial Management Office Phone Number



U.S. Environmental Protection Agency

Region 1
5 Post Office Square – Suite 100
Boston, MA 02109-3912

September 26, 2016

VIA HAND DELIVERY

Wanda I. Santiago
Regional Hearing Clerk
U.S. EPA, Region 1
5 Post Office Square, Suite 100
Mail Code: ORA18-1
Boston, MA 02109-3912



Re: *In the Matter of Saint-Gobain Abrasives, Inc. and
Saint-Gobain Ceramics & Plastics, Inc., Docket No. CWA-01-2016-0057*

Dear Ms. Santiago,

Enclosed for filing, please find a Consent Agreement and Final Order (CAFO) settling the matter referenced above.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink that reads "Laura J. Berry".

Laura J. Berry
Enforcement Counsel
U.S. EPA, Region 1

Enclosure

cc: Lauren Alterman, Esq.

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1**

In the matter of)	Docket No. CWA-01-2016-0057
)	
SAINT-GOBAIN ABRASIVES,)	
INC. AND SAINT-GOBAIN)	CONSENT AGREEMENT AND
CERAMICS & PLASTICS, INC.)	FINAL ORDER FOR CLASS II
1 New Bond St.)	CIVIL PENALTY UNDER THE
Worcester, MA 01615)	CLEAN WATER ACT
)	
Respondents.)	

The Regional Administrator of the United States Environmental Protection Agency, Region 1 (“EPA”) issues this Consent Agreement and Final Order (“CAFO”) to Saint-Gobain Abrasives, Inc. (“SGA”) and Saint-Gobain Ceramics & Plastics, Inc. (“SGCP”) (collectively, “Respondents”). EPA alleges that Respondents violated Sections 301(a) and 311(j) of the Clean Water Act (“CWA”), 33 U.S.C. §§ 1311(a) and 1321(j). The parties agree to resolve this action by the issuance of this CAFO as provided under 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) of EPA’s Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits, 40 C.F.R. Part 22 (“Part 22”).

I. DESCRIPTION OF VIOLATIONS

1. EPA alleges that Respondent: (1) failed to comply with the terms and conditions of the facility’s National Pollutant Discharge Elimination System (“NPDES”) permit in violation of Section 301(a) of the CWA, 33 U.S.C. § 1311(a); and (2) failed to comply with the Oil Pollution Prevention regulations specifically, the Oil Spill Pollution Prevention, Control, and Countermeasure (“SPCC”) Rule, set forth at 40 C.F.R. Part 112, promulgated under the authority of Section 311(j) of the CWA, 33 U.S.C. § 1321(j).

RECEIVED
SEP 26 2016
EPA ORC *WS*
Office of Regional Hearing Clerk

Statutory and Regulatory Authority

2. EPA takes this action under the authority of Sections 309(g) and 311(b)(6) of the Clean Water Act (“CWA” or the “Act”), 33 U.S.C. §§ 1319(g) and 1321(b)(6), as amended by the Oil Pollution Act of 1990. 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 Department of Environmental Protection of this action.

General Allegations

National Pollutant Discharge Elimination System

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

4. To accomplish the objectives of the CWA, Section 301(a) of the CWA, 33 U.S.C. § 1311(a), prohibits the discharge of pollutants by any person except in compliance with a permit issued pursuant to Section 402 or 404 of the CWA, 33 U.S.C. §§ 1342 or 1344, and EPA’s implementing regulations, found at 40 C.F.R. Part 122.

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

6. Section 311(a)(7) of the CWA, 33 U.S.C. § 1321(a)(7), defines “person” to include “an individual, firm, corporation, association, [or] partnership.”

7. 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.”

8. Section 502(6) of the CWA, 33 U.S.C. § 1362(6), defines “pollutant” to include, among other things, chemical wastes, biological materials, heat, wrecked or discarded equipment, rock, sand, and industrial waste discharged into water.

9. 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.”

10. 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.”

11. 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.

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

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

14. 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.

15. 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 stormwater discharges associated with industrial activity to be authorized by a NPDES permit.

16. 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.

17. Forty C.F.R. § 122.26(b)(14)(ii) specifies that facilities engaging in industrial

activity includes facilities classified as Standard Industrial Classification (“SIC”) code 32 (except 323), including SIC codes 3291 (abrasive products), 3297 (nonclay refractories), and 3255 (clay refractories).

18. Forty C.F.R. § 122.26(b)(14) specifies that, for the categories of facilities classified in SIC code 32 (except 323), the term “stormwater discharge associated with industrial activity” includes stormwater discharges from, among other things, 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.

19. Section 309(g) of the CWA, 33 U.S.C. § 1319, provides for the assessment of penalties for violations of Sections 301 and 308 of the CWA, 33 U.S.C. §§ 1311, 1318, and for violating any condition or limitation in a permit issued under Section 402 of the CWA, 33 U.S.C. § 1342.

Oil Pollution Prevention Regulations

20. Section 311(j)(1) of the Act, 33 U.S.C. § 1321(j)(1), provides that the President shall issue regulations “establishing procedures, methods, and equipment and other requirements for equipment to prevent discharges of oil and hazardous substances . . . from onshore and offshore facilities, and to contain discharges”

21. Under the authority of Section 311(j)(1) of the Act, the Oil Pollution Prevention regulations, found at 40 C.F.R. Part 112, establish procedures, methods, and requirements for preventing the discharge of oil. These requirements apply to owners or operators of non-transportation-related facilities engaged in drilling, producing, gathering, storing, processing, refining, transferring, distributing, using, or consuming oil or oil products which, due to their location, could reasonably be expected to discharge oil in harmful quantities (as defined in 40 C.F.R. Part 110) to navigable waters of the United States or adjoining shorelines. 40 C.F.R.

§ 112.1(b). However, except as provided in 40 C.F.R. § 112.1(f), these requirements do not apply to the owner or operator of any facility which meets both of the following requirements: (1) the completely buried storage capacity of the facility is 42,000 gallons or less of oil; and (2) the aggregate aboveground storage capacity of the facility is 1,320 gallons or less of oil. 40 C.F.R. § 112.1(d)(2).

22. Under 40 C.F.R. § 112.3(a)(1), an owner or operator of an onshore facility that became operational prior to August 16, 2002 and that has discharged or, due to its location, could reasonably be expected to discharge, oil in harmful quantities unto or upon the navigable waters of the United States must prepare and fully implement a Spill Prevention, Control, and Countermeasure (“SPCC”) plan in accordance with 40 C.F.R. § 112.7.

23. Section 311(b)(6) of the CWA, 33 U.S.C. § 1321(b)(6), provides for the assessment of penalties for violations of the Oil Pollution Prevention regulations, found at 40 C.F.R. Part 112.

Findings of Violation

Failure to Comply with 2009 Permit Terms and Conditions/Discharge of Stormwater Not in Compliance with NPDES Permit

24. SGA is a corporation organized under the laws of the Commonwealth of Massachusetts with its principal place of business in Worcester, Massachusetts.

25. SGCP is a corporation organized under the laws of the State of Delaware with its principal place of business in Worcester, Massachusetts.

26. Each Respondent is a “person” within the meaning of Sections 311(a)(7) and 502(5) of the CWA, 33 U.S.C. §§ 1321(a)(7), 1362(5).

27. Respondents own and/or operate an abrasives, ceramics, and refractories manufacturing facility located at 1 New Bond Street in Worcester, Massachusetts (the

“Facility”), which is classified under SIC codes 3291 (abrasive products), 3297 (non-clay refractories), and 3255 (clay refractories).

28. At the Facility, Respondents manufacture multiple abrasive products, including grinding wheels, refractory products, abrasive compounds, and silicon carbide products. The site includes approximately 100 buildings on approximately 130 acres, and the majority of the site is characterized by impervious areas and pavement. Raw materials, including aluminum, calcium, carbon, iron, magnesium, manganese, and silica products, are typically stored and used inside, but they are handled outside in bags, supersacks, or in railcar deliveries. Waste, scrap, and recyclable materials may be stored outdoors.

29. Respondents control all daily business and industrial operations at the Facility, and otherwise meet the definition of “operators” of the Facility, as defined at Section 311(a)(6) of the CWA, 33 U.S.C. § 1321(a)(6), and 40 C.F.R. § 112.2.

30. Since at least July 1, 2010, Respondents have conducted “industrial activity,” within the meaning of 40 C.F.R. § 112.26(b)(14)(ii), at the Facility.

31. On September 23, 2009, EPA issued a NPDES permit MA0000817 to Respondents (the “2009 Permit”). The 2009 Permit expired on September 1, 2014. However, because Respondents timely submitted a reapplication for their NPDES permit in February 2014, the permit was administratively continued until issuance of the new permit.

32. The 2009 Permit authorizes Respondents to discharge the following to Weasel Brook, subject to the terms and conditions in the 2009 Permit: non-contact cooling water from air compressor units and kiln cooling units, cooling tower blowdown, steam condensate, and stormwater from outfall serial number 001; non-contact cooling water from air conditioner cooling units, bearing cooling, compressor cooling, and mill cooling, treated filtered stormwater

runoff from the coal pocket area, and untreated stormwater from outfall serial number 003; treated filtered stormwater runoff from the coal pocket area from outfall serial number 003B; and stormwater from outfall serial numbers SW1, SW3, SW4, SW5, SW6, and SW7, as described in the 2009 Permit.

33. At times, during certain wet weather events, the Facility also discharged and continues to discharge stormwater associated with industrial activity to Weasel Brook from Outfall numbers DA1-A, DA1-B, DA2, DA3, DA8, DA17, DA18, DA19-A, DA19-B, DA20-A, DA20-B, DA20-C, DA20-E, DA20-F, DA20-G, DA20-H, and DA20-I, as referenced in the Facility's revised site diagram prepared by Ramboll Environ, dated 3/31/16 (the "2016 site diagram").

34. The outfalls described in paragraphs 32 and 33 above are "point source[s]" within the meaning of Section 502(14) of the CWA, 33 U.S.C. § 1362(14).

35. The discharges from the outfalls described in paragraphs 32 and 33 above contain chemical wastes, rock, sand, and industrial waste, among other things, which are "pollutant[s]" within the meaning of section 502(6) of the CWA, 33 U.S.C. § 1362(6).

36. Respondents store, transfer, and consume more than 1,320 gallons of oil at the Facility, and the Facility's stormwater sewer collection system discharges to Weasel Brook from the outfalls described in paragraphs 32 and 33 above.

37. Weasel Brook, and Indian Lake, Mill Brook, and the Blackstone River, into which it flows, are waters of the United States, and, thereby, "navigable waters," as defined in Section 502(7) of the CWA, 33 U.S.C. § 1362(7).

38. On June 18, 2013, authorized representatives of EPA inspected the Facility for compliance with federal environmental laws and regulations under the CWA and the Oil

Pollution Act (the “Inspection”).

Failure to comply with stormwater monitoring requirements in the 2009 Permit

39. Part I.A.4 of the 2009 Permit requires that certain stormwater discharges from the Facility be sampled and monitored during wet weather conditions. Specifically, Respondents must monitor stormwater discharges from outfalls SW6 and SW7 twice during Year 1 of the permit, stormwater discharges from outfalls SW1 and SW3 during Year 2 of the permit, stormwater discharges from outfalls 001 and 003 during Year 3 of the permit, and stormwater discharges from outfalls SW4 and SW5 during Year 4 of the permit.

40. During Year 2 of the 2009 Permit (October 2010 – September 2011), Respondents only sampled and monitored stormwater discharges from outfalls SW1 and SW3 on one occasion (in April 2011). Respondents failed to sample and monitor stormwater discharges from outfalls SW1 and SW3 again until October 19, 2011—19 days after Year 2 ended.

41. During Year 4 of the 2009 Permit (October 2012 – September 2013), Respondents only sampled and monitored stormwater discharges from outfalls SW4 and SW5 on one occasion (in March 2013). Respondents failed to sample and monitor stormwater discharges from outfalls SW4 and SW5 on a second occasion during Year 4 of the Permit.

42. By failing to conduct or timely conduct required stormwater monitoring as described above, in violation of Part I.A.4 of the 2009 Permit, Respondents violated Section 301(a) of the CWA, 33 U.S.C. § 1311(a).

Failure to comply with SWPPP site diagram requirements in the 2009 Permit

43. Part I.C.1 of the 2009 Permit requires that Respondents continue to implement and maintain a Storm Water Pollution Prevention Plan (“SWPPP”) designed to reduce, or prevent, the discharge of pollutants in stormwater to Weasel Brook. Part I.C.3 of the 2009 Permit requires that the SWPPP shall be consistent with the general provisions for SWPPPs

included in the most current version of the Multi-Sector General Permit for Storm Water Discharges Associated with Industrial Activity (MSGP). At all times relevant to the allegations in this CAFO, the most current version of the MSGP was issued on September 29, 2008 (the “2008 MSGP”).

44. Part 5.1.2 of the 2008 MSGP requires that a permittee’s SWPPP must contain a site map showing, among other things, (a) locations of all stormwater conveyances including ditches, pipes, and swales; (b) locations of potential pollutant sources; (c) locations of all stormwater monitoring points; (d) locations of stormwater inlets and outfalls, with a unique identification code for each outfall, and an approximate outline of the areas draining to each outfall; (e) municipal separate storm sewer systems, where your stormwater discharges to them; and (f) locations of the following activities where such activities are exposed to precipitation: fueling stations; vehicle and equipment maintenance and/or cleaning areas; loading/unloading areas; locations used for the treatment, storage, or disposal of wastes; liquid storage tanks, processing and storage areas; 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; transfer areas for substances in bulk; and machinery.

45. Respondents developed a “Surface Water Drainage Map,” dated July 18, 2002 (the “2002 Site Diagram”), which is included in the Facility’s March 2011 SWPPP (the “2011 SWPPP”). The 2002 Site Diagram and any other site maps or diagrams included in the 2011 SWPPP failed to include the following required items: (a) locations of all stormwater conveyances, including piping connected to multiple catch basins in each of the five drainage areas identified on the site diagram; (b) locations of all potential pollutant sources, including recycling and waste roll-off containers and dust control devices; (c) locations of all stormwater

monitoring points, including outfalls 001 and 003, from which stormwater monitoring was required in Year 3 of the permit; (d) locations of stormwater inlets and outfalls, with a unique identification code for each outfall, and an approximate outline of the areas draining to each outfall, including outfalls from drainage areas described in the Facility's October 2014 Storm Water Pollution Prevention Plan (the "2014 SWPPP") as DA1-A, DA1-B, DA2, DA3, DA6, DA8, DA17, DA18, DA19-A, DA19-B, DA20-A, DA20-B, DA20-C, DA20-E, DA20-F, DA20-G, DA20-H, and DA20-I; and (e) locations of the following activities where such activities are exposed to precipitation: fueling stations, locations used for the storage of wastes, rail lines used or traveled by carriers of raw materials, manufactured products, waste material, or by-products used or created by the facility, and machinery.

46. Respondents developed a revised "Drainage Area Plan," dated September 26, 2014, (the "2014 Site Diagram") which is included in the 2014 SWPPP, and which corrected certain deficiencies described in paragraph 45 above. The September 2014 Site Diagram continues to fail to fully show all piping and other stormwater conveyances. In addition, the 2014 Site Diagram does not show the locations of all stormwater outfalls and locations where the Facility's stormwater discharges to municipal separate storm sewer systems, including piping originating from Drainage Area B on the 2011 Site Diagram to piping under New Bond Street and from Drainage Area E on the 2011 Site Diagram to piping under Ararat Street.

47. By failing to create and implement a SWPPP that is consistent with the general provisions for SWPPPs in the 2008 MSGP as described above, in violation of Parts I.C.1 and I.C.3 of the 2009 Permit, Respondents violated Section 301(a) of the CWA, 33 U.S.C. § 1311(a).

Failure to comply with discharge requirements in the 2009 Permit

48. Part I.B of the 2009 Permit requires that the permittee may discharge only in

accordance with the terms and conditions of the 2009 Permit and only from the outfalls listed in Parts I.A.1 through I.A.4.

49. Since at least September 2010, Respondents have been discharging and continue to discharge stormwater associated with industrial activity from outfalls not identified in the 2009 Permit from the following drainage areas: DA1-A, DA1-B, DA2, DA3, DA8, DA17, DA18, DA19-A, DA19-B, DA20-A, DA20-B, DA20-C, DA20-E, DA20-F, DA20-G, DA20-H, and DA20-I.

50. In addition, on certain dates since at least September 2010, Respondents have been discharging and continue to discharge contaminated groundwater from outfall 003 at the Facility to Weasel Brook during dry weather conditions. However, Part I.A.2 of the 2009 Permit only authorizes the discharge of certain non-contact cooling waters, treated filtered stormwater runoff from the coal pocket area, and untreated stormwater—not contaminated groundwater—from outfall 003 to Weasel Brook.

51. By discharging stormwater discharges associated with industrial activity from outfalls other than those listed in Parts I.A.1 through I.A.4 of the 2009 Permit and discharging contaminated groundwater from outfall 003 as described above, in violation of Part I.B of the 2009 Permit, Respondents violated Section 301(a) of the CWA, 33 U.S.C. § 1311(a).

Failure to comply with inspection requirements in the 2009 Permit

52. Part I.C.6 of the 2009 Permit requires that all areas identified in the SWPPP be inspected, at least on an annual basis.

53. During Year 3 of the 2009 Permit (October 2011 – September 2012), Respondents failed to inspect the area identified in the 2011 SWPPP as “Drainage Area B.”

54. During Years 1, 2, and 3 of the 2009 Permit (October 2009 – September 2012),

Respondents failed to inspect the area identified in the 2011 SWPPP as “Drainage Area E.”

55. By failing to inspect all areas identified in the Facility’s SWPPP as described above, in violation of Part I.C.6 of the 2009 Permit, Respondents violated Section 301(a) of the CWA, 33 U.S.C. § 1311(a).

Failure to implement BMPs and investigate elevated metals levels as required by the 2009 Permit

56. Parts I.C.1 and I.C.3 of the 2009 Permit require that Respondents implement and maintain a SWPPP designed to reduce or prevent the discharge of pollutants in stormwater and which includes best management practices (“BMPs”) for on-site activities that will minimize the discharge of pollutants in stormwater, and that Respondents comply with the terms of the Facility’s SWPPP. Part I.C.4 of the 2009 Permit requires that all BMPs must be properly maintained and in good operating condition.

57. The Facility’s 2011 SWPPP includes a series of BMPs that were developed in order to address each of the common environmental aspects identified at the Facility. According to the 2011 SWPPP, areas of the Facility that could potentially contaminate stormwater runoff must be maintained in strict accordance with BMPs identified in the SWPPP, which correspond to characteristics of or activities conducted in the areas. BMPs in the 2011 SWPPP require, among other things, that:

- a. No materials with potential to cause contamination of stormwater runoff should be stored at or near pollution control equipment, industrial solid waste or recycled materials storage and collection areas, or on parking lots, roadways, sidewalks and other paved areas for prolonged periods;
- b. Containers used for collecting dust collector fines, industrial solid waste, and recycled material should be in good condition, fit properly, and be suitable for the material being collected;
- c. All containers stored outside should be closed, covered, or under a roof that prevents stormwater from contacting the container, and any containers stored outside that do not meet those requirements must include other

BMPs that prevent contaminants from being released to the environment. All industrial solid waste, material to be recycled, and containers used to collect dust collector fines should be stored in such a manner;

- d. Employees should not dump or allow contractors to dump anything onto sidewalks, roadways, or parking lots;
- e. Pollution control equipment (including dust collectors, incinerators, and associated equipment) and the area on which it stands should be managed with care to ensure that pollutant materials (including dust collector fines and lubricants) do not reach storm drains;
- f. Areas where dust collector fines, debris from industrial solid waste and recycled material collection and storage containers, and other process materials are deposited should be dry swept periodically;
- g. Materials moved around the Facility should be packaged and handled in a manner that will minimize the potential for contamination of stormwater runoff;
- h. All materials moved around the facility or stored temporarily outside must be packaged in a manner that prevents the contents of the package from coming in contact with stormwater; and
- i. The storage of unused equipment outside should be minimized and a last resort storage option, and no equipment with clear potential to cause contamination of stormwater (e.g., equipment with residual quantities of raw materials, lubricants, or refrigerants) should be stored outside.

58. During the Inspection, EPA's inspectors observed the failure to fully implement the BMPs in the 2011 SWPPP, including: several open containers of waste or recyclable materials with solids and liquids washing out of them and flowing toward storm drains; granular substances on the ground around dust collector units and in material and equipment storage areas, all with the potential to flow to storm drains; and spilled waste oil/grease on the pavement near a waste food oil/grease container.

59. Part I.C.3 of the 2009 Permit requires that Respondents shall investigate the reason for elevated metals in stormwater outfalls and implement measures to reduce these levels, using benchmark values provided in the MSGP in conjunction with ongoing stormwater

sampling results to determine whether Respondents are effectively minimizing the discharge of metals in the Facility's stormwater.

60. During the following months, Respondents conducted stormwater monitoring as required by the 2009 Permit and in support of the Facility's 2014 application seeking a new NPDES permit, and monitoring results demonstrated that stormwater contained certain metals at levels above benchmark values in the MSGP:

a. During the month of March 2013, Respondents discharged stormwater from outfall SW4 to Weasel Brook having total aluminum and total copper concentrations above the benchmark values provided in the MSGP.

b. During the month of March 2013, Respondents discharged stormwater from outfall SW5 to Weasel Brook having total aluminum, total copper, and total zinc concentrations above the benchmark values provided in the MSGP.

c. During the month of March 2010, Respondents discharged stormwater from outfall SW6 to Weasel Brook having a total aluminum concentration above the benchmark value provided in the MSGP.

d. During the months of March 2010 and August 2010, Respondents discharged stormwater from outfall SW7 to Weasel Brook having a total aluminum concentration above the benchmark value provided in the MSGP.

e. During the months of April 2011 and May 2012, Respondents discharged stormwater from outfall SW1 to Weasel Brook having a total aluminum concentration above the benchmark value provided in the MSGP.

f. During the months of April 2011 and May 2012, Respondents discharged stormwater from outfall SW1 to Weasel Brook having a total copper concentration above the

benchmark value provided in the MSGP.

g. During the month of May 2012, Respondents discharged stormwater from outfall SW1 to Weasel Brook having a total zinc concentration above the benchmark value provided in the MSGP.

h. During the months of April 2011 and October 2011, Respondents discharged stormwater from outfall SW3 to Weasel Brook having total aluminum and total copper concentrations above the benchmark values provided in the MSGP.

i. During the month of April 2011, Respondents discharged stormwater from outfall SW3 to Weasel Brook having a total zinc concentration above the benchmark value provided in the MSGP.

j. During the month of August 2012, Respondents discharged stormwater from outfall 003 to Weasel Brook having a total aluminum concentration above the benchmark value provided in the MSGP.

k. During the months of May 2012 and August 2012, Respondents discharged stormwater from outfall 003 to Weasel Brook having a total copper concentration above the benchmark value provided in the MSGP.

l. During the month of May 2012, Respondents discharged stormwater from outfall 001 to Weasel Brook having a total aluminum concentration above the benchmark value provided in the MSGP.

m. During the month of August 2012, Respondents discharged stormwater from outfall 001 to Weasel Brook having total copper and zinc concentrations above the benchmark values provided in the MSGP.

61. Following receipt of monitoring results for each of the sampling events described

in paragraph 60, Respondents failed to fully investigate the reason for the elevated metals levels and to implement measures to reduce those levels in order to minimize the discharge of metals in the Facility's stormwater.

62. After the Inspection, during the months specified below, Respondents conducted additional stormwater monitoring in accordance with a Request for Information issued by EPA in June 2014 and in support of the Facility's 2014 application seeking a new NPDES permit, and monitoring results demonstrated that stormwater continued to contain certain metals at levels above benchmark values in the MSGP:

a. During the months of October 2014 and April 2015, Respondents discharged stormwater from outfall SW4 to Weasel Brook having a total aluminum concentration above the benchmark value provided in the MSGP.

b. During the month of April 2015, Respondents discharged stormwater from outfall SW5 to Weasel Brook having a total aluminum concentration above the benchmark value provided in the MSGP.

c. During the months of September 2014 and October 2014, Respondents discharged stormwater from outfall SW5 to Weasel Brook having a total copper concentration above the benchmark value provided in the MSGP.

d. During the months of October 2014 and April 2015, Respondents discharged stormwater from outfall 003 to Weasel Brook having a total aluminum concentration above the benchmark value provided in the MSGP.

e. During the month of September 2014, Respondents discharged stormwater from outfall 003 to Weasel Brook having a total copper concentration above the benchmark value provided in the MSGP.

f. During the months of March 2014 and April 2015, Respondents discharged stormwater from outfall 001 to Weasel Brook having a total aluminum concentration above the benchmark value provided in the MSGP.

g. During the months of July 2014 and September 2014, Respondents discharged stormwater from outfall 001 to Weasel Brook having a total copper concentration above the benchmark value provided in the MSGP.

h. During the month of April 2015, Respondents discharged stormwater from outfall 001 to Weasel Brook having a total zinc concentration above the benchmark value provided in the MSGP.

i. During the month of April 2015, Respondents discharged stormwater from catch basins identified as “CB 13-4” in DA13 and “CB 20-3” in DA20 on the 2014 Site Diagram to Weasel Brook having a total aluminum concentration above the benchmark value provided in the MSGP.

j. During the month of April 2015, Respondents discharged stormwater from a catch basin identified as “CB 19-2” in DA19 on the 2014 Site Diagram to Weasel Brook having a total aluminum concentration above the benchmark value provided in the MSGP.

63. Following receipt of monitoring results for each of the sampling events described in paragraph 62, Respondents initiated but have not yet completed a full investigation into the reason for the elevated metals levels and to implement measures to reduce those levels in order to minimize the discharge of metals in the Facility’s stormwater.

64. By failing to investigate the reason for elevated metals in stormwater outfalls, implement measures to reduce those levels, and fully implement the BMPs in the Facility’s SWPPP as described above, in violation of Parts I.C.1, I.C.3, and I.C.4 of the 2009 Permit,

Respondents violated Section 301(a) of the CWA, 33 U.S.C. § 1311(a).

Failure to Maintain and Fully Implement a Spill Pollution Control and Countermeasure Plan

65. Paragraphs 1 through 64 are incorporated herein by reference.

66. At all times relevant to the allegations in this CAFO, Respondents engaged in storing, using, and consuming “oil” or oil products located at the Facility within the meaning of 40 C.F.R. § 112.2.

67. At all times relevant to the allegations in this CAFO, the Facility had an aboveground oil storage capacity greater than 1,320 gallons in containers each with a shell capacity of at least 55 gallons.

68. The Facility is an “onshore facility” within the meaning of Section 311(a)(10) of the CWA, 33 U.S.C. § 1321(a)(10), and 40 C.F.R. § 112.2.

69. The Facility became operational prior to August 16, 2002.

70. The Facility is a “non-transportation-related” facility within the meaning of Appendix A to 40 C.F.R. Part 112, as incorporated by reference within 40 C.F.R. § 112.2.

71. Accordingly, the Facility is a non-transportation-related onshore facility which, due to its location, could reasonably be expected to discharge oil to navigable waters of the United States or its adjoining shorelines in a harmful quantity.

72. Respondents are therefore subject to the Oil Pollution Prevention regulations at 40 C.F.R. Part 112 at the Facility.

73. During the Inspection and based on additional information submitted by Respondents, EPA determined that Respondents had a SPCC plan for the Facility, but the SPCC plan was deficient, in violation of Section 311(j) of the CWA.

74. Respondents failed to adequately provide for measures which would prevent the discharge of oil from reaching waters of the United States and failed to implement specific

requirements listed in 40 C.F.R. §§ 112.7, 112.8, and 112.12, in accordance with good engineering practice. Respondents' failure to maintain and fully implement a SPCC plan includes but is not limited to the following deficiencies:

- a. Respondents failed to include in their SPCC plan a diagram identifying the location of each fixed oil storage container and the storage area where mobile or portable containers are located and a description of the type of oil in each fixed container and its storage capacity, as required by 40 C.F.R. § 112.7(a)(3);
- b. Respondents failed to provide adequate secondary containment for all oil storage containers, including but not limited to those in the compressor room and Building 528, and the outdoor food waste oil/grease container, in order to prevent a discharge of oil, as required by 40 C.F.R. §§ 112.7(c), 112.8(c)(2), and 112.12(c)(2); and
- c. Prior to EPA's Inspection, Respondents failed to promptly correct visible discharges which resulted in a loss of oil from the outdoor food waste oil/grease container, as required by 40 C.F.R. § 112.12(c)(10).

75. On August 29, 2013, Respondents revised the Facility's SPCC plan to include the location of each fixed oil storage container and the storage area where mobile or portable containers are located and a description of the type of oil in each fixed container and its storage capacity. According to the revised plan, secondary containment would be provided for all oil storage containers by February 28, 2014.

76. On October 7, 2013, Respondents submitted a letter to EPA indicating, among other things, that the outdoor food waste oil/grease container would be removed from the property and replaced with containers stored indoors.

77. By failing to maintain and fully implement a SPCC plan for the Facility in accordance with the requirements of 40 C.F.R. §§ 112.7, 112.8, and 112.12, as described above, Respondents violated 40 C.F.R. § 112.3 and Section 311(j) of the CWA, 33 U.S.C. § 1321(j).

II. CONSENT AGREEMENT

78. 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 the most 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:

79. Respondents admit the jurisdictional allegations set forth in Section I above and hereby waive any defenses they might have as to jurisdiction and venue.

80. Respondents neither admit nor deny the factual or non-jurisdictional allegations contained in Section I above.

Waiver of Rights

81. Respondents waive the right to a hearing under Sections 309(g)(2)(B) and 311(b)(6)(B)(ii) of the CWA, 33 U.S.C. §§ 1319(g)(2)(B) and 1321(b)(6)(B)(ii), and to any appeal of the Final Order in this matter under Sections 309(g)(8)(B) and 311(b)(6)(G)(ii) of the CWA, 33 U.S.C. §§ 1319(g)(8)(B) and 1321(b)(6)(G)(ii). Respondents consent to the issuance of a Final Order without further adjudication.

Penalty

82. EPA proposes, and Respondents consent to, the assessment of a civil penalty of one hundred thirty-one dollars (\$131,000) for all violations contained in this CAFO.

Payment Terms

83. In agreeing to the penalty described in paragraph 82 above, EPA has taken into account the statutory penalty factors at Sections 309(g)(3) and 311(b)(8) of the CWA, 33 U.S.C. §§ 1319(g)(3) and 1321(b)(8).

84. Respondents shall pay a total penalty of \$131,000 for violations of Section 301 and 311 of the CWA, 33 U.S.C. §§ 1311 and 1321, within ten (10) days of the date this

Agreement becomes final. Of the total amount, ninety-four percent shall represent payment for Respondents' violations of Section 301 of the CWA, and six percent shall represent payment for Respondents' violations of Section 311 of the CWA.

a. Respondents shall pay a penalty of \$123,140 for the violations of Section 301 of the CWA, and shall make this payment by cashier's, certified, or company check, payable to "Treasurer, United States of America," referencing the case name and docket number of this action (*In the matter of Saint-Gobain Abrasives, Inc. and Saint-Gobain Ceramics & Plastics, Inc.*, No. CWA-01-2016-0057) on the face of the check. The payment shall be made via regular U.S. Postal Service mail to:

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

b. Respondents shall pay a penalty of \$7,860 for the violations of Section 311 of the CWA, and shall make this payment by cashier's, certified, or company check, payable to "Treasurer, United States of America," referencing the case name and docket number of this action (*In the matter of Saint-Gobain Abrasives, Inc. and Saint-Gobain Ceramics & Plastics, Inc.*, No. CWA-01-2016-0057) and "Oil Spill Trust Liability Fund – 311" on the face of the check. The payment shall be made via regular U.S. Postal Service mail to:

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

c. At the time of payment, Respondents shall simultaneously send notice of the payments and copies of the checks to:

Wanda Santiago
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100 (Mail Code ORA 18-1)
Boston, MA 02109-3912

and

Laura J. Berry
Enforcement Counsel
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100 (Mail Code OES 04-2)
Boston, MA 02109-3912

85. Pursuant to Sections 309(g)(9) and 311(b)(6)(H) of the CWA, 33 U.S.C. §§ 1319(g)(9) and 1321(b)(6)(H), 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 Agreement 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 nonpenalty 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.

Supplemental Environmental Project

86. Respondents shall undertake the following Supplemental Environmental Project ("SEP" or "Project"), which the parties agree is intended to secure environmental and public health protection and benefits. The SEP requires the installation of five (5) water quality

treatment devices at locations prior to stormwater discharge to the Indian Lake watershed.

87. Respondents shall complete the SEP according to the requirements and schedule set forth in Appendix A to this CAFO, which is incorporated herein by reference and is enforceable under this CAFO. The SEP is projected to cost approximately \$100,000 in total.

88. **SEP Completion Report.** Respondents shall submit a SEP Completion Report within 60 days of completion of the Project. The SEP Completion Report shall contain the following information: (i) a detailed description of the SEP as implemented; (ii) a description of any implementation problems encountered and the solutions thereto; (iii) a description of the environmental and public health benefits resulting from implementation of the SEP; (iv) evidence of SEP completion (which may include but is not limited to photos, vendor invoices or receipts, and/or correspondence from the SEP Recipient); (v) a list of itemized costs for implementing the SEP; and (vi) certification by a corporate official of each Respondent that the SEP has been fully implemented pursuant to the provisions of this CAFO and in accordance with Appendix A.

89. Respondents agree that failure to submit the report required by paragraph 88 shall be deemed violations of this CAFO, and Respondents shall become liable for stipulated penalties pursuant to paragraph 93 below.

90. Respondents shall submit all notices, submissions, and reports required by this CAFO to Laura J. Berry by email at Berry.LauraJ@epa.gov, to Joseph Canzano by email at Canzano.Joseph@epa.gov, and by First Class mail or any other commercial delivery service to EPA at the addresses set forth below:

Laura J. Berry, Enforcement Counsel
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100 (Mail Code: OES 04-2)
Boston, MA 02109-3912

and

Joseph Canzano
Stormwater Compliance Coordinator Engineer
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100 (Mail Code OES04-4)
Boston, Massachusetts 02109-3912

The submission will be deemed to be made upon tendering the delivery to a commercial delivery service for overnight delivery or upon the date of the postmark in the event of use by First Class mail.

91. After receipt of the SEP Completion Report described in paragraph 88 above, EPA will notify Respondents in writing:

- a. That EPA concludes that the SEP has been completed satisfactorily;
- b. That EPA has determined that the Project has not been completed satisfactorily and is specifying a reasonable schedule for correction of the SEP or the SEP Completion Report; or
- c. That EPA has determined that the SEP does not comply with the terms of this CAFO and is seeking stipulated penalties in accordance with paragraph 93 herein.

92. If EPA notifies Respondents pursuant to paragraph 91.b above that the SEP itself or the SEP Completion Report does not comply with the requirements of this CAFO, Respondents shall make corrections to the SEP and/or modify the SEP Completion Report in accordance with the schedule specified by EPA. If EPA notifies Respondents that the SEP itself does not comply with the requirements of this CAFO, Respondents shall pay stipulated penalties in accordance with paragraph 93 herein.

93. Stipulated Penalties.

a. In the event that Respondents fail to comply with any of the terms or provisions of this CAFO relating to performance of the SEP, Respondents shall be liable for stipulated penalties according to the provisions set forth below:

i. For failure to submit the SEP Completion Report, Respondents shall pay a stipulated penalty in the amount of \$200 for each day that Respondents are late; and

ii. For each SEP or any portion thereof that has not been completed satisfactorily pursuant to this CAFO, Respondents shall pay a stipulated penalty of the dollar value of the portion of the SEP not satisfactorily completed times 1.25 plus interest from the date this Agreement becomes final. The definition of “satisfactory completion” is set out in Appendix A to this CAFO. However, if Respondents spend less than approximately \$100,000 but otherwise satisfactorily complete the SEP, Respondents shall only be required to pay a stipulated penalty in the amount equal to the difference between \$100,000 and the actual amount spent on the Project.

b. The determination(s) of whether the SEP has been satisfactorily completed and whether the Respondents have made a good faith, timely effort to implement the SEP shall be in the sole discretion of EPA.

c. Stipulated penalties shall begin to accrue on the day after performance is due, and shall continue to accrue through the final day of the completion of the activity.

d. Respondents shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties. The method of payment shall be in accordance with the provisions of paragraph 84. Notice shall be given in accordance with the provisions of paragraph 84.c. Interest and late charges shall be paid as stated in paragraph 85.

e. Payment of stipulated penalties shall be in addition to any other relief available under federal law.

f. EPA may, in its sole discretion, decide not to seek stipulated penalties or to waive any portion of the stipulated penalties that accrue pursuant to this CAFO.

94. With regard to the SEP described herein and in Appendix A, Respondents certifies the truth and accuracy of each of the following:

a. That all cost information provided to EPA in connection with EPA's approval of the SEP is complete and accurate and that Respondents in good faith estimate that the cost to implement the SEP is approximately \$100,000;

b. That, as of the date of executing this CAFO, Respondents are not required to perform or develop the SEP by any federal, state, or local law or regulation, nor are Respondents required to perform the SEP by agreement, grant, or as injunctive relief awarded in this or any other action in any forum;

c. That the SEP is not a project that Respondents were planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this CAFO;

d. That Respondents have not received and will not receive credit for the SEP in any other enforcement action;

e. That Respondents will not receive reimbursement for any portion of the SEP from another person or entity;

f. That for federal income tax purposes, Respondents agree that they will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP;

g. That Respondents are not a party to any open federal financial assistance

transaction that is funding or could be used to fund the same activity as the SEP; and

h. That Respondents have inquired of the SEP Recipient whether it is a party to an open federal financial assistance transaction that is funding or could fund the same activity as the SEP and have been informed by the SEP Recipient that it is not a party to such a transaction.

95. For the purposes of the certifications in paragraphs 94.g and 94.h, the term “open federal financial assistance transaction” refers to a grant, cooperative agreement, federal loan, federally-guaranteed loan, or other mechanism for providing federal financial assistance whose performance period has not yet expired.

96. Respondents agree that any public statement, oral or written, in print, film, or other media, made by Respondents making reference to any portion of the SEP under this CAFO from the date of Respondents’ execution of this CAFO shall include the following language: “This project was undertaken in connection with the settlement of an enforcement action, *In the matter of Saint-Gobain Abrasives, Inc. and Saint-Gobain Ceramics and Plastics, Inc.*, taken by the U.S. Environmental Protection Agency to enforce federal laws.”

General Provisions

97. The provisions of this CAFO shall apply to and be binding on Respondents, their officers, directors, agents, servants, employees, successors, and assigns.

98. 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.

99. This CAFO does not constitute a waiver, suspension, or modification of the requirements of the CWA or any regulations or permits promulgated thereunder. Payment of the penalty pursuant to this CAFO resolves only Respondents' liability for federal civil penalties for the violations and facts alleged in Section I above.

100. 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.

101. Nothing in this agreement 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.

102. Except as described in paragraph 85 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.

103. Respondents' obligations under the CAFO shall end when they have paid in full the scheduled civil penalty, performed the SEP, paid any stipulated penalties, and submitted the documentation required by this CAFO.

104. 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 a Regional

Administrator or his or her properly authorized delegate.


105. 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.

FOR SAINT-GOBAIN ABRASIVES, INC.:

Bradley H. Johnson
Vice President
Saint-Gobain Abrasives, Inc.

Date: _____

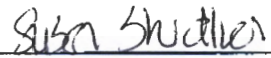
FOR SAINT-GOBAIN CERAMICS AND PLASTICS, INC.:



Daniel A. Wiechec
Vice President
Saint-Gobain Ceramics and Plastics, Inc.

Date: 9-15-16

FOR U.S. ENVIRONMENTAL PROTECTION AGENCY:



Susan Studlien, Director
Office of Environmental Stewardship
U.S. Environmental Protection Agency, Region 1

Date: 09/23/2016

Administrator or his or her properly authorized delegate.

105. 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.

FOR SAINT-GOBAIN ABRASIVES, INC.:



Bradley H. Johnson
Vice President
Saint-Gobain Abrasives, Inc.

Date: 9/22/16

FOR SAINT-GOBAIN CERAMICS AND PLASTICS, INC.:

Daniel A. Wiechec
Vice President
Saint-Gobain Ceramics and Plastics, Inc.

Date: _____

FOR U.S. ENVIRONMENTAL PROTECTION AGENCY:

Susan Studien, Director
Office of Environmental Stewardship
U.S. Environmental Protection Agency, Region 1

Date: _____

APPENDIX A

SCOPE OF WORK FOR SUPPLEMENTAL ENVIRONMENTAL PROJECT

Saint-Gobain Abrasives, Inc. and Saint-Gobain Ceramics and Plastics, Inc.
Worcester, Massachusetts

EPA Docket No. CWA-01-2016-0057

1. As part of the settlement in the matter referenced above, Saint-Gobain Abrasives, Inc. and Saint-Gobain Ceramics and Plastics, Inc. (“Respondents”) have agreed to conduct a Supplemental Environmental Project (“Project” or “SEP”) that is designed to improve the water quality of Indian Lake watershed by reducing pollutants in stormwater runoff that discharges from the surface sewer system to the watershed. The SEP will provide for the installation of five (5) water quality treatment devices at locations prior to discharge to the watershed. The SEP is described in more detail below.

2. Respondents have selected the Department of Public Works and Parks, City of Worcester, Massachusetts (“DPWP”) as the SEP recipient. As set forth below, Respondents shall expend a total of at least \$100,000 in completing this SEP in accordance with the requirements of paragraphs 1, 2, and 3 of this Appendix A.

a. Stormwater Treatment Units: Respondents shall install one (1) hydrodynamic separator device¹ in each of five (5) sub-watersheds in the City of Worcester surface sewer system. The goal of the Stormwater Treatment Units project is to reduce total suspended solids discharged from the surface sewer system to the watershed and decrease the deposition of sediment within the watershed and in Indian Lake.

3. Satisfactory Completion: Respondents shall purchase and install the required five stormwater treatment units and other associated infrastructure within nine months of the date this CAFO becomes final. Respondents shall ensure that, after installation, the equipment is in working order according to manufacturer instructions. The expected cost of the Stormwater Treatment Units project is estimated at \$100,000.

¹ Respondents may elect to install stormwater biofiltration systems (e.g., Focalpoint’s High Performance Modular Systems) in lieu of two of the hydrodynamic separator devices.

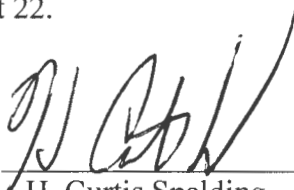
FINAL ORDER

106. EPA has provided public a thirty-day opportunity for public notice and comment on this proposed CAFO, pursuant to Sections 309(g)(4)(A) and 311(b)(6)(C)(i) of the CWA, 33 U.S.C. §§ 1319(g)(4)(A) and 1321(b)(6)(C)(i), and 40 C.F.R. § 22.45(b).

107. The foregoing Consent Agreement is hereby approved and incorporated by reference into this Order.

108. Respondents are hereby ordered to comply with the terms of the above Consent Agreement, which will become final thirty (30) days from the date it is signed by the Regional Administrator unless a petition to set aside the order is filed by a commenter pursuant to Sections 309(g)(4)(C) and 311(b)(6)(C)(iii) of the CWA, 33 U.S.C. §§ 1319(g)(4)(C) and 1321(b)(6)(C)(iii), and 40 C.F.R. Part 22.

Date: 9/20/15



H. Curtis Spalding
Regional Administrator
U.S. Environmental Protection Agency, Region 1