

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA,
THE STATE OF MARYLAND, and
THE STATE OF COLORADO,

Plaintiffs,

v.

LAFARGE NORTH AMERICA INC.,
LAFARGE BUILDING MATERIALS, INC.,
LAFARGE WEST, INC.,
LAFARGE MID-ATLANTIC, LLC, and
REDLAND QUARRIES NY, INC.,

Defendants.

Civil Action No. _____

CONSENT DECREE

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CONSENT DECREE

Whereas, Plaintiffs United States of America, on behalf of the United States Environmental Protection Agency ("EPA"), the State of Maryland, on behalf of the Maryland Department of the Environment ("MDE"), and the State of Colorado, on behalf of the Colorado Department of Public Health and Environment ("CDPHE"), have filed a complaint in this action pursuant to the Clean Water Act (the "Act"), 33 U.S.C. §§ 1251-1387 and applicable State authorities, concurrently with this Consent Decree, alleging that Defendants Lafarge North America Inc., Lafarge Building Materials, Inc., Lafarge West, Inc., Lafarge Mid-Atlantic, LLC, and Redland Quarries NY, Inc. (collectively "Lafarge" or "Defendants") violated Sections 301 and 308 of the Act, 33 U.S.C. §§ 1311 and 1318, at twenty one (21) of its facilities;

Whereas, Lafarge owns or operates certain construction materials facilities, including crushed stone operations, ready-mix concrete operations, asphalt batching operations, and/or sand and gravel operations, at multiple facilities throughout the United States, including in the States of Maryland and Colorado, subject to regulation under the Act;

Whereas, EPA, MDE, CDPHE and Lafarge (together the "Parties") recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation between the Parties and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section I of this Consent Decree (Jurisdiction and Venue), and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section 309(b) of the Act, 33 U.S.C. § 1319(b), and over the Parties. Venue lies in this District pursuant to Section 309(b) of the Act, 33 U.S.C. § 1319(b), and 28 U.S.C. §§ 1391 and 1395. For purposes of this Decree, or any action to enforce this Consent Decree, Lafarge consents to the Court's jurisdiction over Lafarge, this Decree, and any such action to enforce this Consent Decree. Further, Lafarge consents to venue in this judicial district.

2. For purposes of this Consent Decree, Lafarge agrees that the Complaint states claims upon which relief may be granted pursuant to Section 309 of the Act, 33 U.S.C. § 1319, but Lafarge neither admits nor denies the allegations in the Complaint, and nothing in this Decree shall constitute or be construed as an admission of liability, fact or law, or of any wrongdoing on the part of Lafarge.

II. APPLICABILITY

3. The obligations of this Consent Decree apply to and are binding upon the United States and the States of Maryland and Colorado, and upon Lafarge and any successors, assigns, or other entities or persons otherwise bound by law.

4. This Consent Decree is not intended to restrict the lawful and legitimate transfer of assets by Lafarge to a bona fide purchaser or tenant, whether by sale or lease. In the event of a transfer of any Covered Facility by Lafarge while this Consent Decree remains in effect, Lafarge shall not be released from the obligations under this Consent Decree unless (i) Lafarge provides written notice to EPA of such transfer within thirty (30) days following the

transfer, including contact information for the new owner; (ii) the transfer is an arms-length transaction to a third party that is not affiliated in any way with Lafarge; (iii) Lafarge has completed a Facility Compliance Review and a Facility Compliance Plan, each in compliance with Paragraphs 14 through 17 hereof for the Covered Facility to be transferred; and (iv) Lafarge submits a written statement, certified by a representative in senior management, that the facility that was transferred was in material compliance with this Consent Decree at the time of the sale. Provided that the written statement submitted pursuant to the preceding clause is not materially misleading or inaccurate, once the transfer of a Covered Facility is complete, Lafarge shall have no remaining obligations under this Consent Decree with respect to that facility; provided, however, that no transfer of any Covered Facility shall relieve Lafarge of its obligation to ensure that the terms of this Consent Decree are implemented as to any other remaining Covered Facility; provided further that this provision does not relieve Lafarge of responsibility under the Act as an owner of a facility that is leased to a third party. With respect to Covered Facilities that Lafarge operates but does not own, Lafarge shall provide notice to EPA thirty (30) days following the expiration of the lease and the contact information for the owner. Once Lafarge provides notice to EPA of the termination of the lease at a Covered Facility that Lafarge operates but does not own, Lafarge shall have no future obligations under this Consent Decree with respect to that facility. Any attempt to transfer ownership or operation of any Covered Facility without complying with this Paragraph constitutes a violation of this Decree.

5. Within thirty (30) days of the Effective Date of this Consent Decree, Lafarge shall provide a copy of this Consent Decree to all officers, employees, and agents whose duties might reasonably include compliance with any substantive provision of this Consent

Decree, as well as to any contractor retained to perform work required under this Consent Decree.

6. In any action to enforce this Consent Decree, Lafarge shall not raise as a defense the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

III. DEFINITIONS

7. Terms used in this Consent Decree that are defined in the Act or in regulations promulgated pursuant to the Act shall have the meanings assigned to them in the Act or such regulations, unless otherwise provided in this Consent Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

“Act” shall mean the Clean Water Act, 33 U.S.C. §§ 1251-1387;

“BMPs” shall mean storm water best management practices, as required by the applicable Storm Water Permit(s);

“Comprehensive Site Evaluation” shall mean the storm water inspection or site evaluation conducted at least annually under an applicable Storm Water Permit;

“Complaint” shall mean the complaint jointly filed by the United States, the State of Maryland, and the State of Colorado in this action;

“Consent Decree” or “Decree” shall mean this Decree and all appendices attached hereto (listed in Section XXIII (Appendices));

“Covered Facility” shall mean, subject to Paragraph 4: (i) each facility owned or operated by Lafarge on the date this Consent Decree is lodged with the Court that discharges storm water into waters of the United States and is classified by OSHA standard industrial classification

("SIC") codes 1422 (crushed stone), 1423 (crushed and broken granite), 1442 (construction sand and gravel), 2951 (asphalt paving), and/or 3273 (ready-mix concrete); and/or (ii) each facility identified in Appendix B (provided, however, that any facility identified in Exhibit B that is sold or otherwise transferred by Lafarge prior to the Effective Date shall be deemed stricken from Exhibit B); and/or (iii) any New Facility; and/or (iv) any Violating Facility; provided, however, that the definition of Covered Facility shall not include those sites owned or leased by Lafarge with SIC codes 2951 and 3273 which are not currently operating and where coverage under a Storm Water Permit has been terminated;

"Day" shall mean a calendar day unless expressly stated to be a working day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day;

"EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States;

"Environmental Director" shall mean an employee of Lafarge of at least the director level who (i) has at least seven (7) years of environmental management experience; (ii) is qualified to evaluate BMPs; and (iii) has the authority to direct Lafarge employees in connection with storm water compliance activities;

"Environmental Manager" shall mean an employee of Lafarge of at least the manager level who (i) has at least five (5) years of environmental management experience or has at least two (2) years of environmental management experience and an environmental bachelors or masters degree (i.e. environmental science, environmental management, environmental and

public affairs, etc.); (ii) is qualified to evaluate BMPs; and (iii) has the authority to direct Lafarge employees in connection with storm water compliance activities;

“Environmental Vice President” shall mean an employee of Lafarge, or one of its subsidiaries or affiliates, of at least the vice president level with responsibility for environmental matters;

“Interest” shall mean interest at the rate determined pursuant to 28 U.S.C. § 1961;

“MS4s” shall mean municipal separate storm sewer systems;

“Nationwide Compliance Report” shall mean the report required under Paragraph 29.a. of this Consent Decree;

“NOI” shall mean a Notice of Intent for coverage under an applicable Storm Water Permit;

“NOT” shall mean a Notice of Termination of coverage under an applicable Storm Water Permit;

“NPDES” shall mean National Pollutant Discharge Elimination System;

“New Facility” shall mean: (i) any facility (a) leased or acquired by Lafarge after the Effective Date hereof or (b) that was previously owned or operated by Lafarge and, after becoming inactive and having its coverage terminated, became operational after the Effective Date hereof; and (ii) classified by SIC codes 1422 (crushed stone), 1423 (crushed or broken granite), 1442 (construction sand and gravel), 2951 (asphalt paving), and/or 3273 (ready-mix concrete); and (iii) which are eligible for coverage under a Storm Water Permit or discharge into an MS4;

“On-Site Manager” shall mean the designated person responsible for ensuring compliance with storm water requirements at each Covered Facility to which he or she is assigned that has at least two (2) years of operational management experience in an industry classified by OSHA standard industrial classification (“SIC”) codes 1422 (crushed stone), 1423 (crushed and broken granite), 1442 (construction sand and gravel), 2951 (asphalt paving), and/or 3273 (ready-mix concrete) or is otherwise qualified to implement BMPs and has the authority to direct Lafarge employees in connection with storm water compliance activities. The phrase “otherwise qualified” as used in this definition shall include those individuals that have attended the training course titled Certified Compliance Inspector of Stormwater provided by Stormwater USA, or other similar storm water training;

“OSHA” shall mean the Occupational Safety and Health Administration;

“Paragraph” shall mean a portion of this Decree identified by an Arabic numeral;

“Parties” shall mean the United States, the State of Maryland, the State of Colorado, and Lafarge;

“POTWs” shall mean publicly-owned treatment works;

“Section” shall mean a portion of this Decree identified by a Roman numeral;

“SIC” shall mean standard industrial classification code as classified by OSHA;

“State” or “States” shall mean any combination of Alabama, Colorado, Georgia, Maryland, New York and/or any other state or states where a Covered Facility is located, depending on the context;

“SWMP” and/or “SWPPP,” used interchangeably herein, shall mean either storm water management plan or storm water pollution prevention plan, or BMP Plan, if applicable, as determined by the applicable Storm Water Permit;

“Storm Water Permit” shall mean any of the following: an individual NPDES permit issued to a Covered Facility by EPA which authorizes the discharge of storm water; EPA’s “Storm Water Multi-Sector General Permit for Industrial Activities,” 73 Fed. Reg. 56572 (September 29, 2008) (MSGP-2008); any subsequently issued permit that replaces MSGP-2008; or any State-issued permit issued pursuant to Section 402 of the Act by an authorized State authorizing Lafarge to discharge storm water;

“United States” shall mean the United States of America, acting on behalf of EPA;

“Violating Facilities” shall mean the twenty one (21) facilities owned or operated by Lafarge which are listed in the Complaint and identified in Appendix A.

IV. CIVIL PENALTY

8. Within thirty (30) Days after the Effective Date of this Consent Decree, Lafarge shall pay the sum of \$740,000 as a civil penalty, together with interest accruing from the date on which this Consent Decree is lodged with the Court, at the rate specified in 28 U.S.C. § 1961 as of the date of lodging.

9. Lafarge shall pay the civil penalty as follows:

a. \$524,361 to the United States due by FedWire Electronic Funds Transfer (“EFT”) to the U.S. Department of Justice in accordance with written instructions to be provided to Lafarge, following entry of this Consent Decree, by the Financial Litigation Unit of the U.S. Attorney’s Office for the District of Maryland. The costs of such electronic funds

transfer shall be the responsibility of Lafarge. At the time of payment, Lafarge shall send a copy of the EFT authorization form and the EFT transaction record, together with a transmittal letter, which shall state that the payment is for the civil penalty owed pursuant to this Consent Decree in United States of America v. Lafarge North America, et al., and shall reference the civil action number and DOJ case number 90-5-1-1-09027, to the United States in accordance with Section XIV of this Decree (Notices); by email to acctsreceivable.CINWD@epa.gov; and by mail to:

EPA Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, Ohio 45268

b. \$153,556 to the State of Maryland as follows:

i. \$143,556 paid by check payable to the Maryland Clean

Water Fund and mailed to:

Maryland Department of the Environment
P.O. Box 2057
Baltimore, MD 21203-2057

ii. \$10,000 paid to the Maryland Environmental Trust

("MET") pursuant to instructions provided by MET.

c. \$62,083 to the State of Colorado as follows: via certified or cashier's check to the order of the Colorado Department of Public Health and Environment and mailed to:

Enforcement Workgroup Leader
Colorado Department of Public Health and Environment
Water Quality Control Division
4300 Cherry Creek Drive, South, Bldg. B
Denver, CO 80246-1530

10. Lafarge shall not deduct any penalties paid under this Decree pursuant to this Section or Section VIII (Stipulated Penalties) in calculating its federal or state or local income tax.

V. COMPLIANCE REQUIREMENTS

11. By the date of lodging of this Decree, and subject to the compliance schedules set forth herein, with respect to each Covered Facility, Lafarge shall achieve and thereafter maintain compliance with the Act, its implementing regulations, and any applicable State statutes, regulations and permits. For each Covered Facility, compliance with the Act shall include, as applicable (i.e. required by applicable Storm Water Permits), without limitation: (i) preparing, achieving and maintaining compliance with a SWPPP; (ii) maintaining up-to-date site diagrams; (iii) selecting, installing, and maintaining adequate BMPs; (iv) conducting Comprehensive Site Evaluations; (v) conducting visual, analytical benchmark and/or numeric monitoring; (vi) conducting inspections; (vii) conducting training; and (viii) complying with all effluent limitations. If, at any Covered Facility, storm water discharges associated with industrial activity are eliminated, or if Lafarge has obtained coverage for a Covered Facility under an alternative NPDES permit, Lafarge shall promptly file an NOT in accordance with the applicable Storm Water Permit(s), and shall comply with all terms and conditions of such alternate permit, if applicable.

12. At each Covered Facility, Lafarge shall amend all storm water BMPs and control measures and update all SWPPPs whenever required by the applicable Storm Water Permit(s) and also when:

- a. there is a material change in conditions, design, construction, operation or maintenance at the facility that has or could reasonably have an effect on the discharge of storm water from the facility and that has not been previously addressed in the SWPPP; or
- b. a BMP, or a combination of BMPs, is ineffective in eliminating or significantly minimizing pollutants in storm water and run-off from the facility; or
- c. there is a material change in or update of the information required in the SWPPP.

13. Lafarge shall not discharge pollutants to waters of the United States, or for purposes of a State's jurisdiction, to waters of a State, from any Covered Facility, except in compliance with all applicable federal and State statutes, regulations and permits.

STORM WATER COMPLIANCE ASSESSMENTS

14. Lafarge shall conduct a Facility Compliance Review ("FCR") at each Covered Facility and develop and implement a Facility Compliance Plan ("FCP") for each facility, both on the schedule set forth in Appendix C. The FCP shall incorporate the results of the FCR at each Covered Facility and comply with Paragraph 17, unless the Covered Facility has already completed a New Facility Comprehensive Compliance Evaluation ("NFCCE") NFCCE provided for below in Paragraph 18.

15. The FCR shall be conducted by an Environmental Manager, Environmental Director, or consultant. Any consultant used to conduct a FCR shall have at least five (5) years of environmental consulting experience. If a FCR is conducted by a consultant, it shall also be submitted to an Environmental Manager for review and approval.

16. The FCR for each Covered Facility shall include the following as applicable (as required by the applicable Storm Water Permit and subject to Paragraph 93 hereof):

- a. A review of the facility's permit status, an assessment of whether a NOI for coverage under the applicable Storm Water Permit(s) has been or should be filed, and an identification of all industrial sectors at the facility. If the facility has a process water discharge, the review shall provide a description of waste waters, discharges and the status of compliance with all applicable NPDES permits.
- b. Identification of all apparent discharges of storm water from the facility, including but not limited to discharges to point sources (e.g., outfalls, basins, pumps, swales, etc.), MS4s, other point sources as defined by Section 502(14) of the Act, 33 U.S.C. § 1362(14), and indirect discharges to POTWs.
- c. An evaluation of whether a SWPPP is in place and meets Storm Water Permit requirements.
- d. Identification of the BMPs in place at the facility to address discharges of storm water.
- e. An explanation of how the BMPs and controls called for in the applicable Storm Water Permit(s) and SWPPP are installed, implemented and maintained.
- f. An evaluation of whether the SWPPP includes a complete facility map reflecting the on-the-ground conditions.

- g. An evaluation of the efficacy of the controls in addressing the potential for discharges of pollutants from truck and equipment washing operations, vehicle maintenance activities, fueling stations and roadways, and unpaved roads.
- h. For aggregate operations, an evaluation of the efficacy of the controls in addressing the potential for discharges of pollutants from material stockpile operations, stone washing and rock crushing operations, and quarry dewatering operations.
- i. For asphalt operations, an evaluation of the efficacy of the controls in addressing the potential for discharges of pollutants from material stockpile operations, loading areas, asphalt and emulsion storage tanks and secondary containment.
- j. For ready mix concrete operations, an evaluation of the efficacy of the controls in addressing the potential for discharges of pollutants from concrete up-loading areas and operations, drum washout operations, truck wash operations, concrete washout pits and operations, material stockpile operations and waste concrete processes.
- k. An identification of surface waters and wetlands at the facility, a map identifying surface waters and wetlands adjacent to the facility, and a map depicting all flow from the facility;
- l. An evaluation of whether site compliance inspections, visual monitoring, and pollutant (benchmark, effluent, or other) monitoring required under the Storm Water Permit are being conducted.
- m. A determination of whether the facility is meeting the benchmark concentrations identified for the appropriate sector under the Storm Water Permit and, if not, a plan for modifying the SWPPP and implementing BMPs to achieve benchmark concentrations.

n. A determination of whether the facility is meeting the effluent limits required under the Storm Water Permit, including a discussion of all violations of numeric limits, their causes, and a plan for remedying the violations.

o. A description of any non-compliance with the Act and its implementing regulations and any applicable Storm Water Permit(s) or applicable NPDES permit, and a presentation of a plan and schedule for promptly bringing the facility into compliance.

17. Lafarge shall maintain a copy of a report detailing the FCR at the Covered Facility in the FCP. The FCP shall also include:

- a. a copy of the facility's permit(s);
- b. the facility's SWPPP;
- c. inspection and monitoring records;
- d. training records;
- e. non-storm water certification(s);
- f. Endangered Species Act compliance information as required by applicable NPDES and/or Storm Water Permit; and
- g. company policies and procedures that relate to environmental compliance at the facility.

18. Within ninety (90) Days of leasing, acquiring and/or reactivating any New Facility, in addition to complying with permit requirements of the applicable Storm Water Permit(s), and any State water pollution control statutes or regulations, Lafarge shall prepare an

FCP for the facility and complete a New Facility Comprehensive Compliance Evaluation (“NFCCE”), which shall include, without limitation:

- a. An inspection of the facility, and a detailed description of its operations, size, and activities of facility.
- b. A determination of whether the facility has or should seek coverage under the applicable Storm Water Permit(s), and identification of appropriate industrial sectors. If the facility has or should have a permit for the discharge of process waters, a description of waste water discharges and NPDES permit compliance status.
- c. An identification of surface waters and wetlands at the facility, and a map identifying surface waters and wetlands adjacent to the facility and depicting all flow from the facility.
- d. A determination of whether a SWPPP is required under the Storm Water Permit, and if so, whether a SWPPP has been prepared.
- e. Identification of all apparent discharges of storm water from the facility, including but not limited to discharges to point sources (e.g., outfalls, basins, pumps, swales, etc.), MS4s, other point sources as defined by Section 502(14) of the Act, 33 U.S.C. § 1362(14), and indirect discharges to POTWs.
- f. Identification of all BMPs in place at the facility to address discharges of storm water from the facility, including but not limited to discharges to point sources (e.g., outfalls, basins, pumps, swales, etc.), MS4s, other point sources as defined by Section 502(14) of the Act, 33 U.S.C. § 1362(14), and indirect discharges to POTWs, and an

evaluation of how and whether BMPs and controls have been installed, implemented and maintained.

g. A description of any recommended or needed improvements to BMPs and controls, and a plan and schedule for their prompt implementation.

h. A review of the results of inspections and monitoring over the last year, if conducted, including a description of any exceedances of benchmark levels and effluent limits.

i. If available, a review of records of inspections required by the SWPPP.

j. If Lafarge determines that the facility has been in violation of any requirement of the Act, regulations or permits issued thereunder, as of the effective date of the lease or acquisition, but that it is in compliance as of the required date of the submission of the NFCCE, Lafarge shall include a written certification that corrective measures have been implemented at the facility and that the facility is now in compliance in the NFCCE.

k. Lafarge shall maintain a copy of a report detailing the NFCCE at the New Facility.

19. If Lafarge determines that, as of the required date of the completion of the NFCCE, the New Facility is violating or not in compliance with any requirement of the Act, its regulations, permits issued thereunder, and/or any State water pollution control statutes or regulations, Lafarge shall describe such noncompliance in the FCP and identify the requirement(s) with which the facility is not in compliance, and a plan and schedule for promptly bringing the facility into compliance with such requirements. The FCP must include bringing the

facility into compliance within sixty (60) days of the required date of the FCP, or describe why additional time is needed to correct the deficiencies necessary to return the facility to compliance. The requirements contained in paragraphs 18 and 19 shall not be construed to preclude (under condition D(2)) Lafarge's ability to submit a self-disclosure under EPA's policy on "Incentives for Self-Policing: Discovery, Disclosure, Correction, and Prevention of Violations," 65 Fed. Reg. 19618 (April 11, 2000) ("Audit Policy") or EPA's consideration of a request by Lafarge for reduction in civil penalties pursuant to EPA's "Interim Approach to Applying the Audit Policy to New Owners," 73 Fed. Reg. 44991 (August 1, 2008), if all other conditions of the policies are met; provided however, that this sentence shall only apply if the subject NFCCE is implemented pursuant to the EMS.

PLAN OF ACTION FOR ADDRESSING EFFLUENT LIMITS

20. **Plan of Action for Compliance with TSS, BOD, pH, Total Residual Chlorine, and Temperature Limits at Covered Facilities in New York State.**
- a. If, at any time after the Effective Date hereof, Lafarge exceeds (based on analysis of samples required by the applicable Storm Water Permit(s)) the effluent limitations for total suspended solids (TSS), biological oxygen demand (BOD), pH, total residual chlorine, or temperature at a Covered Facility located in New York State as established by the applicable Storm Water Permit(s), Lafarge shall develop a plan of action to address such noncompliance no later than thirty (30) Days after the due date of the Discharge Monitoring Report for the monitoring period during which the limit exceedance that triggered the requirements of this Paragraph occurred.

b. Lafarge shall include in the plan of action: (i) measures that will be used to achieve compliance with the applicable effluent limitation(s), and (ii) a schedule for implementing the selected measures.

c. The plan of action shall be submitted to EPA for review and comment, provided that (i) Lafarge may proceed with its plan if EPA has not responded within thirty (30) Days of Lafarge's submittal of the plan, and (ii) Lafarge may proceed with its plan immediately following submission to EPA if necessary to abate an imminent and substantial threat to human health or the environment.

d. Upon completion of the plan of action, Lafarge shall submit written certification in its Nationwide Compliance Report that the plan of action has been completed and that full compliance with its applicable Storm Water Permit has been achieved.

e. As applicable, and subject to the requirements in the applicable Storm Water Permit, Lafarge shall: (i) update the SWPPP for the facility within the time frames set forth in the applicable Storm Water Permit, or fourteen (14) Days from the date that the On-Site Manager identifies that the SWPPP update is required as a result of violation under this Section, whichever is earlier, (ii) maintain a copy of the plan of action in the FCP, or at the facility if the FCP has not yet been developed pursuant to Paragraph 14, and (iii) identify in the next Nationwide Compliance Report the action(s) taken pursuant to this Paragraph.

STORM WATER COMPLIANCE PROGRAM PERSONNEL

21. Within sixty (60) Days of the Effective Date hereof, Lafarge shall submit in writing a notice to EPA identifying an Environmental Vice-President who shall be responsible

for coordinating oversight of compliance with storm water requirements and this Consent Decree.

22. Within sixty (60) Days of the Effective Date hereof, Lafarge shall submit in writing a notice to EPA identifying at least two (2) Environmental Directors, who together shall have responsibility for all Covered Facilities. The notice shall certify that each Environmental Director meets the requirements of the definition of Environmental Director herein. Each Environmental Director shall report to Lafarge's Environmental Vice-President. Each Environmental Director shall be responsible for overseeing compliance activities at each Covered Facility located within his or her respective geographical region and in particular (i) reviewing the FCR and storm water compliance for each Covered Facility, and (ii) assisting in the preparation of reports required by this Consent Decree for submission to the Environmental Vice-President.

23. Within sixty (60) Days of the Effective Date hereof, Lafarge shall submit in writing a notice to EPA identifying eight (8) Environmental Managers. The notice shall certify that each Environmental Manager meets the requirements of the definition of Environmental Manager herein.

24. Each Environmental Manager shall, for each Covered Facility for which they are assigned, be responsible for: (i) overseeing the preparation and updating of the FCP at each Covered Facility; (ii) overseeing the preparation, amendment, and certification of SWPPPs for each Covered Facility as applicable; (iii) providing applicable environmental training; (iv) conducting one (1) quarterly inspection each year during the first two years following entry of the Decree; (v) where appropriate, assisting an On-Site Manager with the installation,

maintenance and improvement of BMPs; (vi) where appropriate, assisting an On-Site Manager in determining if appropriate actions have been timely made to address compliance violations or to make improvements to BMPs; and (vii) submitting compliance reports to the Environmental Director pursuant to Paragraph 27 below. In addition, each Environmental Manager shall advise the On-Site Manager with respect to storm water compliance matters.

25. If, at any time, Lafarge changes its Environmental Vice-President, or any of its Environmental Directors or Environmental Managers, Lafarge shall notify EPA in writing, in the next Nationwide Compliance Report, and certify that the designated replacement meets the requirements of the respective definitions above. If for any reason the position of Environmental Vice-President, Environmental Director, or Environmental Manager becomes open, the immediate supervisor of the vacant position shall fulfill the duties of the vacant position, and Lafarge shall identify a (temporary or permanent) replacement within ninety (90) Days from the date the position became open. Lafarge may also alter the organizational structure described in this Section in response to business needs, however in no event shall such alteration release Lafarge of its obligation to comply with the requirements of this Section. In the event that either the position of Environmental Vice-President, Environmental Director or Environmental Manager ceases to exist in the Lafarge organization, the responsibilities of the position eliminated, as articulated herein, shall be added to the responsibilities of the remaining position or to those of an equivalent position under a new title. If the responsibilities are transferred to an equivalent position under a new title, persons in that position must meet the qualifications set forth herein. Lafarge shall send the EPA notice of the reorganization and the title and general job

description of the person(s) to whom the responsibilities have been given in the next Nationwide Compliance Report.

26. Within sixty (60) Days of the Effective Date hereof, Lafarge shall ensure that each Covered Facility has been assigned an On-Site Manager, who shall be the designated person responsible for ensuring compliance at the entire Covered Facility(ies) to which he or she is assigned. Each On-Site Manager shall be trained in storm water management or erosion and sediment control as set forth in Paragraph 31 herein. Lafarge may also choose to designate an alternate On-Site Manager at each Covered Facility, with equivalent qualifications, in order to act in the On-Site Manager's absence. If for any reason the position of On-Site Manager at a Covered Facility becomes open for that Covered Facility, his or her immediate supervisor and/or the Environmental Manager for that Covered Facility shall fulfill the duties of On-Site Manager for that Covered Facility, and Lafarge shall identify a permanent replacement within ninety (90) Days from the date the position became open.

27. The On-Site Manager and the designated alternate for each Covered Facility shall be identified in the FCP for that facility and shall: (i) be responsible for the proper operation and maintenance of structural and non-structural BMPs; (ii) have the authority to direct employees and others on the facility in order to achieve compliance with the Act, including the ability to stop work if necessary; (iii) be responsible for ensuring that the routine facility inspections are conducted and documented as required by the applicable Storm Water Permit(s), and the facility's SWPPP; (iv) be responsible for ensuring that visual monitoring of storm water discharges are conducted and documented as required by the applicable Storm Water Permit(s), and the facility's SWPPP, (v) be responsible for ensuring that benchmark monitoring and

compliance monitoring of storm water discharges are conducted and documented as required by the applicable Storm Water Permit(s), and the facility's SWPPP; (vi) be responsible for ensuring that corrective actions needed to achieve compliance as soon as problems are identified are conducted and documented; (vii) on a quarterly basis, in coordination with the Environmental Manager, report such actions to the Environmental Director; (viii) be responsible for conducting the annual Comprehensive Site Evaluations as required by the applicable Storm Water Permit(s); and (ix) be responsible for ensuring that all documentation is maintained at the facility as required by the applicable Storm Water Permit(s), the facility's SWPPP, and this Decree.

28. Lafarge may have an environmental consultant or Environmental Manager perform any of the tasks identified in subparagraph 27(viii) above, as long as the environmental consultant has five (5) years of environmental experience.

STORM WATER COMPLIANCE REPORTING

29. In addition to any other reporting requirements required under the Act or this Consent Decree, Lafarge shall, starting one hundred and eighty (180) Days after the Effective Date hereof and continuing for five (5) years, prepare the following:

a. Semi-annually, Lafarge shall submit to EPA, in accordance with Section XIV (Notices), a Nationwide Compliance Report which summarizes the following for Covered Facilities: (i) the status of the implementation of the FCPs; (ii) the completion status of all relevant inspections and monitoring as required by this Consent Decree and the applicable Storm Water Permit(s) during the reporting period, (iii) the identification of any instances of apparent non-compliance with the Storm Water Permits at each facility during the reporting period, (iv) identification of any steps taken to remediate apparent non-compliance and prevent

further non-compliance during the reporting period; and (v) identification of any significant improvements implemented for the facilities to which the applicable Storm Water Permit(s) has applied during the reporting period. The Nationwide Compliance Report shall be signed by the Environmental Vice-President.

b. Starting with the second National Compliance Report and annually thereafter, Lafarge shall provide written documentation to EPA of the satisfactory completion of the training requirements as set forth herein by each Environmental Manager and all other employees with responsibility for activities that directly involve storm water compliance or could directly impact storm water discharges (e.g., ready-mix concrete truck drivers, vehicle maintenance shop personnel) at each Covered Facility, and shall submit a certification of the review of the storm water training program required herein and described below.

30. RESERVED.

TRAINING

31. Within nine (9) months of the Effective Date hereof, Lafarge shall develop and implement a storm water training program for all employees at each Covered Facility with operational responsibilities that directly involve storm water compliance or could directly impact storm water discharges (e.g., ready-mix concrete truck drivers, vehicle maintenance shop personnel). This training shall include instruction in storm water management and erosion and sediment control, including the topics listed in Appendix D, and any other program approved by EPA. Beginning in the following calendar year, and continuing annually thereafter for five (5) years, each employee at each Covered Facility with operational responsibilities that directly involve storm water compliance or could directly impact storm water discharges shall complete a

refresher storm water training course, either through an in-person session or a computer-based course.

32. Lafarge shall evaluate the storm water training course required in the preceding Paragraph on an annual basis. The evaluation shall include a written evaluation of the training programs, and a description of any significant proposed revisions to the training programs or the syllabi. The evaluation shall be submitted to EPA as part of the Nationwide Compliance Report identified in Paragraph 29. Lafarge may revise the training programs without receiving EPA's approval as long as the programs conform to Appendix D. Any changes to the syllabi may be made only with the consent of EPA. In the event of EPA approval of changes to the syllabi, Lafarge shall conform the training programs required in the preceding Paragraph within sixty (60) Days, or such other time as may be agreed to by the Parties.

ENVIRONMENTAL MANAGEMENT SYSTEM

33. Within thirty (30) Days following the Effective Date hereof, Lafarge shall develop and commence implementation of an Environmental Management System ("EMS") in accordance with the provisions of Appendix E of this Consent Decree.

34. After review of any plan, report, or other item that is required to be submitted pursuant to the EMS, EPA shall either: a) approve the submission; b) approve the submission upon specified conditions; c) approve part of the submission and disapprove the remainder; or d) disapprove the submission, within thirty (30) days.

35. If the submission is approved pursuant to the preceding Paragraph, Lafarge shall take all actions required by the plan, report, or other document, in accordance with the schedules and requirements of the plan, report, or other document, as approved. If the

submission is conditionally approved or approved only in part, pursuant to the preceding Paragraph, Lafarge shall, upon written direction from EPA, take all actions required by the approved plan, report, or other item that EPA determines are technically severable from any disapproved portions, subject to Lafarge's right to dispute only the specified conditions or the disapproved portions, under Section X of this Decree (Dispute Resolution).

36. If the submission is disapproved in whole or in part pursuant to the preceding Paragraphs, Lafarge shall, within forty five (45) Days of receipt of such disapproval, or such other time as the Parties agree to in writing, correct all deficiencies and resubmit the plan, report, or other item, or disapproved portion thereof, for approval, in accordance with the preceding Paragraphs. If the resubmission is approved in whole or in part, Lafarge shall proceed in accordance with the preceding Paragraphs.

37. Any stipulated penalties applicable to the original submission, as provided in Section VIII of this Decree (Stipulated Penalties), shall accrue during the forty-five (45) Day period or other specified period, but shall not be payable unless the resubmission is untimely or is disapproved in whole or in part (subject to the Dispute Resolution provisions contained in Section X); provided that, if the original submission was so deficient as to constitute a material breach of Lafarge's obligations under this Decree, the stipulated penalties applicable to the original submission shall be due and payable notwithstanding any subsequent resubmission.

38. If a resubmitted plan, report, or other item, or portion thereof, is disapproved in whole or in part, EPA may again require Lafarge to correct any deficiencies, in accordance with the preceding Paragraphs, or may itself correct any deficiencies, subject to

Lafarge's right to invoke Dispute Resolution and the right of the United States to seek stipulated penalties as provided in the preceding Paragraphs.

VI. SUPPLEMENTAL ENVIRONMENTAL PROJECTS AND COLORADO STATE ENVIRONMENTALLY BENEFICIAL PROJECT

39. Lafarge shall complete two Supplemental Environmental Projects ("SEPs") within one hundred and twenty (120) Days after entry of this Decree, in accordance with the provisions of this Section and Appendices G and H of this Consent Decree.

a. Breezy Grove SEP: Lafarge shall execute a conservation easement to protect approximately 141.24 acres of land in Frederick County, Maryland, as set forth in Appendix G hereto.

b. Tanabe SEP: Lafarge shall execute a conservation easement to protect approximately 24.195 acres of land in Adams County, Colorado, as set forth in Appendix H hereto.

40. Lafarge is responsible for the satisfactory completion of the SEPs in accordance with the requirements of this Consent Decree. Lafarge may use contractors or consultants to complete the SEPs.

41. With regard to the SEPs, Lafarge certifies the truth and accuracy of each of the following:

a. that all information provided to EPA in connection with the SEPs is complete and accurate and Lafarge in good faith estimates that the appraised market values of the Breezy Grove and Tanabe properties are \$2,000,000 and \$950,000, respectively, both based on use of the property for residential development unencumbered by the SEP easement;

- b. that, as of the date of executing this Decree, Lafarge is not required to protect the Breezy Grove property or Tanabe property by any federal, State, or local law or regulation and is not required to perform either SEP by agreement, grant, or as injunctive relief awarded in any other action in any forum;
- c. that neither SEP is a project that Lafarge was planning or intending to perform or implement other than in settlement of the claims resolved in this Decree;
- d. that Lafarge has not received and will not receive credit for either SEP in any other enforcement action;
- e. that Lafarge will not receive any reimbursement for completing any portion of either SEP from any other person; and
- f. that Lafarge is 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. Lafarge further certifies that, to the best of its knowledge and belief after reasonable inquiry, there is no such open federal financial transaction that is funding or could be used to fund the same activity as the SEP, nor has the same activity been described in an unsuccessful federal financial assistance transaction proposal submitted to EPA within two years of the date of this settlement (unless the project was barred from funding as statutorily ineligible). For the purposes of this certification, the term "open federal financial assistance transaction" refers to a grant, cooperative agreement, loan, federally-guaranteed loan guarantee or other mechanism for providing federal financial assistance whose performance period has not yet expired.

42. SEP Completion Report

a. Within thirty (30) Days after the date set for completion of the SEPs, Lafarge shall submit for each SEP a SEP Completion Report to the United States, in accordance with Section XIV of this Consent Decree (Notices). Each SEP Completion Report shall contain the following information:

- i. a detailed description of the SEP as implemented;
- ii. a description of any problems encountered in completing the SEP and the solutions thereto;
- iii. an itemized list of all eligible SEP costs expended;
- iv. certification that the SEP has been fully implemented pursuant to the provisions of this Decree; and
- v. a description of the environmental and public health benefits resulting from implementation of the SEP (with a quantification of the benefits and pollutant reductions, if feasible).

43. EPA may, in its sole discretion, require information in addition to that described in the preceding Paragraph, in order to evaluate Lafarge's SEP Completion Reports.

44. After receiving each SEP Completion Report, the United States shall notify Lafarge whether or not Lafarge has satisfactorily completed each SEP. If Lafarge has not completed either SEP in accordance with this Consent Decree, stipulated penalties may be assessed under Section VIII of this Consent Decree.

45. Disputes concerning the satisfactory performance of either SEP may be resolved under Section X of this Decree (Dispute Resolution). No other disputes arising under this Section shall be subject to Dispute Resolution.

46. Each submission required under this Section shall be signed by an official with knowledge of the SEP and shall bear the certification language set forth in Paragraph 52.

47. Public Statements

a. Any public statement, oral or written, in print, film, or other media, made by Lafarge making reference to the Breezy Grove SEP under this Decree shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action, United States and the State of Maryland, et al. v. Lafarge North America, Inc., et al., taken on behalf of the U.S. Environmental Protection Agency and Maryland Department of the Environment under the Clean Water Act."

b. Any public statement, oral or written, in print, film, or other media, made by Lafarge making reference to the Tanabe SEP under this Decree shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action, United States and the State of Colorado, et al. v. Lafarge North America, Inc., et al., taken on behalf of the U.S. Environmental Protection Agency and Colorado Department of Public Health and Environment under the Clean Water Act."

48. For federal and state income tax purposes, Lafarge agrees that it will neither capitalize into inventory or basis nor deduct any costs, expenditures, foregone development rights, and/or other property value, associated with the implementation of either SEP.

49. Colorado State Environmentally Beneficial Project ("EBP"):

a. Lafarge agrees to provide funding in the amount of \$10,000 to the Western States Project, within 30 days after entry of this Decree. This Project is consistent with the Colorado Department of Public Health and Environment's "Final Agency-Wide Supplemental Environmental Projects Policy" (May 9, 2008). Lafarge shall provide the funding by check, made payable to the Western States Project, and shall mail the check as follows:

Western States Project
c/o Eunice Martinez
1110 West Washington, Suite 367
Phoenix, AZ 85007

b. For federal and state income tax purposes, Lafarge agrees that it will not deduct the expenditure associated with the implementation of the Colorado State EBP.

VII. REPORTING REQUIREMENTS

50. In addition to the Storm Water Compliance Reporting required in Paragraph 29 above, Lafarge shall submit an annual report to the persons designated in Section XIV of this Consent Decree (Notices) within sixty (60) Days after the end of each calendar year after the Effective Date herein and continuing until the termination of this Decree pursuant to Section XVIII (Termination).

a. any failure to meet the requirements of this Decree that occurred or remained unresolved at any time during the reporting period, the reasons for any such failure to comply, and all actions taken or planned to correct failures or to comply with this Decree during the reporting period, including any known delays or other problems that may affect compliance with this Decree; and

- b. the amount of stipulated penalties and interest, if any, accrued as of the last Day of the reporting period as a result of noncompliance with this Decree, including:
- i. a description of each violation and the date noncompliance began and ended, if applicable;
 - ii. a summary of the calculation of the amount of the stipulated penalty for each violation as of the last Day of the reporting period; and
 - iii. a description of each violation for which Lafarge has submitted to the United States an unresolved Force Majeure claim or intends to submit a Force Majeure claim pursuant to Section IX of this Decree (Force Majeure).

51. All reports required to be submitted by Lafarge pursuant to this Consent Decree shall be submitted to the persons designated in Section XIV of this Consent Decree (Notices).

52. Each report and certification submitted by Lafarge under this Consent Decree shall be signed by the Environmental Vice-President and include the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

This certification requirement does not apply to emergency or similar notifications where compliance would be impractical.

53. The reporting requirements of this Consent Decree do not relieve Lafarge of any reporting obligations required by the Act or implementing regulations, or by any other federal, State, or local law, regulation, permit, or other requirement.

54. Any information provided pursuant to the reporting requirements of this Consent Decree may be used by the United States and the States as an admission of fact by Lafarge in any proceeding to enforce the provisions of this Consent Decree or the Act. Lafarge reserves the right to contest whether the terms of this Consent Decree, applicable statutes or regulations, have been violated.

55. Where any compliance obligation under this Section requires Lafarge to obtain a federal, State, or local permit or approval, Lafarge shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. Lafarge may seek relief under the provisions of Section IX of this Consent Decree (Force Majeure) for any delay in the performance of any such obligation resulting from a failure to obtain, or a delay in obtaining, any permit or approval required to fulfill such obligation, if Lafarge has submitted timely and complete applications and has taken all other actions necessary to obtain all such permits or approvals.

VIII. STIPULATED PENALTIES

56. Lafarge shall be liable for stipulated penalties to the United States for violations of this Consent Decree as specified below, unless excused under Section IX (Force Majeure). A violation includes failing to perform any obligation required by the terms of this

Decree, including any work plan or schedule approved under this Decree, according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree.

57. Late Payment of Civil Penalty. If Lafarge fails to pay any portion of the civil penalty required to be paid under Section IV of this Decree (Civil Penalty) when due, Lafarge shall pay a stipulated penalty of \$2,000 per Day for each Day that the payment is late.

58. Non-Compliance with Major Milestones

a. The following Stipulated Penalties shall accrue per violation per Day for each violation of the requirements identified in subparagraph b:

<u>Period of Failure To Comply</u>	<u>Penalty Per Violation Per Day</u>
1st through 15th Day	\$500
16 th through 30 th Day	\$750
31st Day and beyond	\$1,500

b. The violations for which stipulated penalties apply under this Paragraph are (i) failure to conduct the FCR for each Covered Facility within the time period set out in Appendix C; (ii) failure to prepare a NFCCE for a newly-leased, acquired or activated New Facility within the time period set out herein; (iii) failure to implement the FCP for each Covered Facility in accordance with the schedule set out in Appendix C (Compliance Schedule); (iv) failure to establish, staff, and maintain the positions of Environmental Director and Environmental Manager as required herein; (v) failure to establish, staff, and maintain the position of On-Site Manager at any Covered Facility as required herein; (vi) failure to conduct and document annual storm water training programs for On-Site Managers and at least ninety five percent (95%) of all employees with operational responsibilities that directly involve storm

water compliance or could directly impact storm water discharges at each Covered Facility to which the applicable Storm Water Permit(s) applies; (vii) failure to develop, implement and document a plan for addressing effluent limit violations at each Covered Facility in New York as required herein; (viii) failure to develop and commence implementation of an EMS for each Covered Facility as required herein; (ix) failure to submit the Nationwide Compliance Report; and (x) failure to achieve and maintain compliance with the applicable Storm Water Permit(s) and any SWMP(s) or SWPPP(s).

c. Lafarge shall pay a stipulated penalty of \$2,050,000 if it fails to implement the Breezy Grove SEP by the deadline set forth in Paragraph 39 hereof. Lafarge shall pay a stipulated penalty of \$1,000,000 if it fails to implement the Tanabe SEP by the deadline set forth in Paragraph 39 hereof.

59. Non-Compliance with Reporting Requirements. The following Stipulated Penalties shall accrue per violation per Day for each violation of the reporting requirements identified in Section VII of this Consent Decree (Reporting Requirements):

<u>Period of Failure to Comply</u>	<u>Penalty per Violation per Day</u>
1st through 15th Day	\$500
16 th through 30 th Day	\$750
31st Day and beyond	\$1,000

60. Violations of Daily Maximum Effluent Violations. The following stipulated penalties shall accrue per parameter per Day for each violation by Lafarge of an interim or final daily maximum effluent limitation of any Storm Water Permit applicable to any Violating Facility, except that (i) for daily maximum parameters that are required to be monitored monthly, a violation of a daily maximum limit on a given day shall be considered to

be one day of violation of one daily maximum limit and shall not be considered to be 30 days of violation, (ii) this Paragraph shall not apply to violation(s) at Violating Facilities that were sold or transferred prior to the Effective Date of this Consent Decree, and (iii) this Paragraph shall not apply to violation(s) that occur after the transfer of a Violating Facility pursuant to Paragraph 4 herein, unless such facility is a Covered Facility at the time of the violation(s):

- a. \$750 for the first violation of an effluent limitation for a given parameter for a given outfall.
- b. \$1,250 for the second violation of the effluent limitation for the same parameter for a given outfall.
- c. \$1,750 for the third violation and each subsequent violation of the effluent limitation for the same parameter for a given outfall.

61. Violations of Other Maximum Effluent Violations. The following stipulated penalties shall accrue per parameter per Day for each violation by Lafarge of any average effluent limitation of any applicable Storm Water Permit applicable to any Violating Facility other than a daily maximum violation (e.g., monthly, quarterly, annual), except that (i) this Paragraph shall not apply to violation(s) at Violating Facilities that were sold or transferred prior to the Effective Date of this Consent Decree, and (ii) this Paragraph shall not apply to violation(s) that occur after the transfer of a Violating Facility pursuant to Paragraph 4 herein, unless such facility is a Covered Facility at the time of the violation(s):

- a. \$1,000 for the first violation of an effluent limitation for a given parameter for a given outfall;

b. \$1,500 for the second violation of an effluent limitation for a given parameter for a given outfall;

c. \$2,500 for the third violation and each subsequent violation of the effluent limitation for the same parameter for a given outfall.

62. Other Milestones and Reporting Violations. Stipulated Penalties of seven hundred fifty dollars (\$750) per violation per Day, for the first 30 Days, and one thousand five hundred dollars (\$1,500) per violation per Day for the 31st Day and beyond, shall accrue for any other violation of a requirement of this Consent Decree.

63. Stipulated penalties under this Section shall begin to accrue on the Day after performance is due or on the Day a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases; provided, however, that stipulated penalties shall not accrue during the period when the EPA is reviewing a force majeure claim under Section IX (Force Majeure). Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree.

64. Lafarge shall pay any stipulated penalty within sixty (60) Days of receiving the United States' written demand. The United States' demand for the payment of stipulated penalties shall identify the particular violation(s) to which the stipulated penalty relates, the stipulated penalty amount that the United States is demanding for each violation, the calculation method underlying the demand, and the grounds upon which the demand is based.

65. The United States may in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due it under this Consent Decree.

66. Stipulated penalties shall continue to accrue in accordance with Paragraph 63 during any Dispute Resolution, but need not be paid until the following:

a. If the dispute is resolved by agreement, or by a Statement of Position of the United States and Lafarge does not seek judicial review to the District Court, Lafarge shall pay accrued penalties determined to be owing, together with Interest, to the United States within sixty (60) Days of the effective date of the agreement or the receipt of the United States' Statement of Position.

b. If Lafarge seeks judicial review of the dispute to the District Court and the United States prevails in whole or in part, Lafarge shall pay all accrued penalties determined by the District Court to be owing, together with Interest, within sixty (60) Days of receiving the District Court's decision or order, except as provided in subparagraph c, below.

c. If any Party appeals the District Court's decision, Lafarge shall pay all accrued penalties determined to be owing, together with Interest, within fifteen (15) Days of receiving the final appellate court decision.

67. Lafarge shall pay stipulated penalties owing to the United States in the manner set forth and with the confirmation notices required by Paragraph 9, except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid.

68. If Lafarge fails to pay stipulated penalties according to the terms of this Consent Decree, Lafarge shall be liable for Interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be

construed to limit the United States from seeking any remedy otherwise provided by law for Lafarge's failure to pay any stipulated penalties.

69. Subject to the provisions of Section XII of this Consent Decree (Effect of Settlement/Reservation of Rights), the stipulated penalties provided for in this Consent Decree shall be in addition to any other rights, remedies, or sanctions available to the United States or any State for Lafarge's violation of this Consent Decree or applicable law. Where a violation of this Consent Decree is also a violation of relevant statutory or regulatory requirements, Lafarge shall be allowed a credit, for any stipulated penalties paid, against any statutory penalties imposed by the United States for such violation.

IX. FORCE MAJEURE

70. A "force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Lafarge, of any entity controlled by Lafarge, or of Lafarge's contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Lafarge's best efforts to fulfill the obligation. The requirement that Lafarge exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any such event (a) as it is occurring and (b) after it has occurred to prevent or minimize any resulting delay to the greatest extent possible. Force majeure does not include Lafarge's financial inability to perform any obligation under this Consent Decree.

71. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, Lafarge shall provide notice orally or by electronic or facsimile transmission to EPA, within five (5) days

of when Lafarge first knew that the event might cause a delay. Within seven (7) Days thereafter, Lafarge shall provide in writing to EPA an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Lafarge's rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of Lafarge, such event may cause or contribute to an endangerment to public health, welfare or the environment. Lafarge shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Lafarge from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Lafarge shall be deemed to know of any circumstance of which Lafarge, any entity controlled by Lafarge, or Lafarge's contractors knew or should have known.

72. If EPA agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. EPA will notify Lafarge in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

73. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify Lafarge in writing of its decision.

74. If Lafarge elects to invoke the dispute resolution procedures set forth in Section X of this Consent Decree (Dispute Resolution), it shall do so no later than fifteen (15) Days after receipt of EPA's notice. In any such proceeding, Lafarge shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Lafarge complied with the requirements of Paragraphs 70 and 71 above. If Lafarge carries this burden, the delay at issue shall be deemed not to be a violation by Lafarge of the affected obligation of this Consent Decree identified to EPA and the Court.

X. DISPUTE RESOLUTION

75. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. Lafarge's failure to seek resolution of a dispute under this Section shall preclude Lafarge from raising any such issue as a defense to an action by the United States to enforce any obligation of Lafarge arising under this Decree.

76. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen on the day that Lafarge serves the United States with a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed sixty (60) Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal

negotiations, then the position advanced by the United States shall be considered binding unless, within forty five (45) Days after the conclusion of the informal negotiation period, Lafarge invokes formal dispute resolution procedures as set forth below.

77. Formal Dispute Resolution. Lafarge shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Lafarge's position and any supporting documentation relied upon by Lafarge.

78. The United States shall serve its Statement of Position within forty five (45) Days of receipt of Lafarge's Statement of Position. The United States' Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The United States' Statement of Position shall be binding on Lafarge, unless Lafarge files a motion for judicial review of the dispute in accordance with the following Paragraph. An Administrative Record of the dispute shall be maintained by EPA and shall contain at a minimum all Statements of Position, including supporting documentation.

79. Lafarge may seek judicial review of the dispute by filing with the Court and serving on the United States, in accordance with Section XIV of this Consent Decree (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within forty five (45) Days of receipt of the United States' Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of Lafarge's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and

shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of this Consent Decree.

80. The United States shall respond to Lafarge's motion within the time period allowed by the Local Rules of this Court. Lafarge may file a reply memorandum, to the extent permitted by the Local Rules.

81. Standard of Review. Except as otherwise provided in this Consent Decree, in any dispute brought under Section IX (Dispute Resolution), Lafarge shall bear the burden of demonstrating by a preponderance of the evidence that its position complies with this Consent Decree and furthers the objectives of this Consent Decree. The United States reserves the right to argue that its position is reviewable only on the administrative record and must be upheld unless arbitrary and capricious or otherwise not in accordance with law.

82. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Lafarge under this Consent Decree that is not directly in dispute, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 66. If Lafarge does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VIII of this Consent Decree (Stipulated Penalties).

XI. INFORMATION COLLECTION AND RETENTION

83. During the pendency of this Consent Decree, the United States, the States and their representatives, including attorneys, contractors, and consultants, shall have the right of entry into any Covered Facility, at all reasonable times, upon presentation of credentials, to:

- a. monitor the progress of activities required under this Consent Decree;
- b. verify any data or information submitted to the United States or the States in accordance with the terms of this Consent Decree;
- c. obtain samples and, upon request, splits of any samples taken by Lafarge or its representatives, contractors, or consultants;
- d. obtain documentary evidence, including photographs and similar data; and
- e. assess Lafarge's compliance with this Consent Decree.

84. Upon request, Lafarge shall provide EPA and the States or their authorized representatives, splits of any samples taken by Lafarge. Upon request, EPA and the States shall provide Lafarge splits of any samples taken by EPA or the States or their authorized representatives.

85. Until three (3) years after the termination of this Consent Decree, Lafarge shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate to Lafarge's performance of its

obligations under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States or the States, Lafarge shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

86. Lafarge may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal law. If Lafarge asserts such a privilege, it shall provide the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of each author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Lafarge. However, no documents, records, or other information created or generated pursuant to the requirements of this Consent Decree shall be withheld on grounds of privilege.

87. Lafarge may also assert that information required to be provided under this Section is protected as Confidential Business Information ("CBI") under 40 C.F.R. Part 2. As to any information that Lafarge seeks to protect as CBI, Lafarge shall follow the procedures set forth in 40 C.F.R. Part 2.

88. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States or the States pursuant to applicable federal or State laws, regulations, or permits, nor does it limit or affect any duty or

obligation of Lafarge to maintain documents, records, or other information imposed by applicable federal or State laws, regulations, or permits.

XII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

89. This Consent Decree resolves all the civil claims of the United States, the State of Maryland, and the State of Colorado for the violations alleged in the Complaint filed in this action through the date of lodging.

90. The United States, the State of Maryland, and the State of Colorado reserve all legal and equitable remedies available to enforce the provisions of this Consent Decree, except as expressly stated in the preceding Paragraph. This Consent Decree shall not be construed to limit the rights of the United States, the State of Maryland, or the State of Colorado to obtain cost recovery, damages, penalties or injunctive relief under the Act or implementing regulations, or under other federal or State laws, regulations, or permit conditions, except as expressly specified in the preceding Paragraph. The United States, the State of Maryland, and the State of Colorado further reserve all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, any Covered Facility, whether related to the violations addressed in this Consent Decree or otherwise.

91. Except as provided by the express terms of this Consent Decree, Lafarge reserves any defenses available to it in any future action brought by the United States, the State of Maryland, or the State of Colorado to enforce this Consent Decree, applicable Storm Water Permits, the Act, or any other permit, statute, regulation, or rule. Subject to Paragraph 92 below, this Consent Decree shall not be construed as a waiver of any defenses or remedies that Lafarge

may have to any violations of a Storm Water Permit, or other permit, or of federal or state laws or regulations governing an applicable Storm Water Permit or other permit that occur after the date this Consent Decree is lodged with the Court.

92. In any subsequent administrative or judicial proceeding initiated by the United States, the State of Maryland, or the State of Colorado for injunctive relief, civil penalties, other appropriate relief relating to any Covered Facility or Lafarge's violations, Lafarge shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States, the State of Maryland, or the State of Colorado in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 89 of this Section.

93. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Lafarge is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; and Lafarge's compliance with this Consent Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States, the State of Maryland, and the State of Colorado do not, by their consent to the entry of this Consent Decree, warrant or aver in any manner that Lafarge's compliance with any aspect of this Consent Decree will result in compliance with provisions of the Act or with any other provisions of federal, State, or local laws, regulations, or permits.

94. This Consent Decree does not limit or affect the rights of Lafarge or of the United States, the State of Maryland, or the State of Colorado against anyone not a party to this Consent Decree, nor does it limit the rights of third parties, against Lafarge, except as otherwise provided by law.

95. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

XIII. COSTS

96. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States, the State of Maryland, and the State of Colorado shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of the civil penalty or any stipulated penalties due but not paid by Lafarge.

XIV. NOTICES

97. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed as follows:

To the United States:
Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Box 7611 Ben Franklin Station
Washington, D.C. 20044-7611
D.J. # 90-5-1-1-09027

United States Attorney
District of Maryland
3636 S. Charles Street
Fourth Floor
Baltimore, MD 21201

Attention: Larry D. Adams

To EPA:

Amy Lavoie
Water Compliance Branch
EPA Region 2
290 Broadway, 20th Floor
New York, NY 10007

Chad Harsh (3WP42)
Environmental Scientist
NPDES Enforcement Branch
Water Protection Division
U. S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103

Maurice L. Horsey, IV
Environmental Engineer
Senior Enforcement Officer
South Carolina Pacesetter
U.S. EPA, Region 4
Sam Nunn Atlanta Federal Center
61 Forsyth Street, SW
Atlanta, GA 30303-8960

Darcy O'Connor
NPDES Unit Chief
Legal Enforcement Program
U.S. EPA, Region 8
U.S. Environmental Protection Agency
1595 Wynkoop St.
Denver, Colorado 80202-1129

Melissa K. Raack Office of Civil Enforcement
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Room 3124B, MC 2243A
Washington, D.C. 20460

To the State of Maryland:

Principal Counsel
Office of the Attorney General

Maryland Department of the Environment
1800 Washington Boulevard
Baltimore, MD 21230

Chief
Enforcement Division, Compliance Program
Water Management Administration
Maryland Department of the Environment
1800 Washington Boulevard
Baltimore, MD 21230

To the State of Colorado:

Attn: Scott Klarich
Enforcement Work Group Leader
Colorado Department of Public Health and Environment
Water Quality Control Division
4300 Cherry Creek Drive, South, Bldg. B
Denver, CO 80246-1530

To Lafarge:

Attn: Vice President – Environment
Lafarge North America Inc.
10170 Church Ranch Way
Suite 200
Westminster, CO 80021

Attn: General Counsel
Lafarge North America Inc.
12018 Sunrise Valley Drive, Suite 500
Reston, Virginia 20191

Adam G. Sowatzka
Baker Donelson
Monarch Plaza, Suite 1600
3414 Peachtree Road, NE
Atlanta, Georgia 30326-1164
404-443-6715 (direct)
404-328-9755 (f)
asowatzka@bakerdonelson.com

98. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

99. Notices submitted pursuant to this Section shall be deemed submitted upon mailing, unless otherwise provided in this Consent Decree or by written agreement of the Parties.

XV. EFFECTIVE DATE

100. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter this Consent Decree is granted, whichever occurs first, as recorded on the Court's docket.

XVI. RETENTION OF JURISDICTION

101. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections X and XVII of this Decree (Dispute Resolution and Modification, respectively), or effectuating or enforcing compliance with the terms of this Decree.

XVII. MODIFICATION

102. The terms of this Consent Decree, including any attached appendices, may be modified only by a subsequent written agreement signed by all the Parties. Where the modification constitutes a material change to this Decree, it shall be effective only upon approval by the Court.

103. Any disputes concerning modification of this Decree shall be resolved pursuant to Section X of this Decree (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 81, the Party seeking the modification bears the

burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

XVIII. TERMINATION

104. If after five (5) years from the date of entry, Lafarge has completed the requirements of Section V of this Decree (Compliance Requirements) of this Decree, and has complied with all other requirements of this Consent Decree, including those relating to the EMS required by Appendix E of this Decree, and has paid the civil penalty and any accrued stipulated penalties as required by this Consent Decree, Lafarge may serve upon the United States, the State of Maryland, and the State of Colorado a Request for Termination, stating that Lafarge has satisfied those requirements, together with all necessary supporting documentation.

105. Following receipt by the United States, the State of Maryland, and the State of Colorado of Lafarge's Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether Lafarge has satisfactorily complied with the requirements for termination of this Consent Decree. If the United States, after consultation with the State of Maryland and the State of Colorado, agrees that the Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Decree.

106. If the United States, after consultation with the State of Maryland and the State of Colorado, does not agree that the Decree may be terminated, Lafarge may invoke Dispute Resolution under Section X of this Decree (Dispute Resolution). However, Lafarge shall not seek Formal Dispute Resolution of any dispute regarding termination, until thirty (30) Days after service of its Request for Termination.

XIX. PUBLIC PARTICIPATION

107. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding this Consent Decree disclose facts or considerations indicating that this Consent Decree is inappropriate, improper, or inadequate. Lafarge consents to entry of this Consent Decree without further notice and agrees not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless the United States has notified Lafarge in writing that it no longer supports entry of the Decree.

XX. SIGNATORIES/SERVICE

108. Each undersigned representative of Lafarge, the State of Maryland, the State of Colorado, and the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.

109. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Lafarge agrees to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

XXI. INTEGRATION

110. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. Other than deliverables that are subsequently submitted and approved pursuant to this Decree, no other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Decree or the settlement it represents, nor shall it be used in construing the terms of this Decree.

XXII. FINAL JUDGMENT

111. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the Plaintiffs and Defendant. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

XXIII. APPENDICES


112. The following appendices are attached to and part of this Consent Decree:

- "Appendix A" is the list of Violating Facilities
- "Appendix B" is the list of Covered Facilities
- "Appendix C" is the Compliance Schedule
- "Appendix D" is the Training Requirements
- "Appendix E" is the Environmental Management System
- "Appendix F" is the Supplementary Requirements for ISO 14001-2004 (Second Edition)
- "Appendix G" is the Breezy Grove SEP
- "Appendix H" is the Tanabe SEP

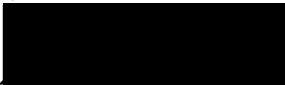
THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States, et al. v. Lafarge North America, Inc., et al.

FOR THE UNITED STATES OF AMERICA:

11/17/11
Date

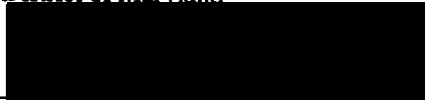

IGNACIA S. MORENO
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

Sept. 6, 2011
Date


MARCELLO MOLLO, Trial Attorney
ELLIOT ROCKLER, Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
(202) 514-2757

ROD J. ROSENSTEIN
United States Attorney
District of Maryland

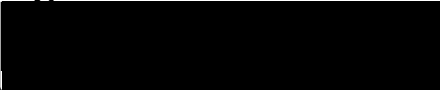
Nov 21, 2011
Date


LARRY D. ADAMS
Assistant United States Attorney
36~~5~~ S. Charles Street
Fourth Floor
Baltimore, MD 21201
(410) 209-4800


THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States, et al. v. Lafarge North America, Inc., et al.

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:


10/14/11
Date


CYNTHIA GILES, Assistant Administrator
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
1200 Pennsylvania Ave., N.W.
Washington, DC 20460

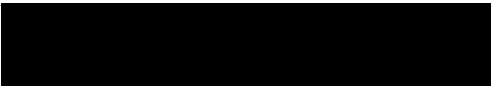
9/30/11
Date


for ADAM M. KUSLNER, Director
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
1200 Pennsylvania Ave., N.W.
Washington, DC 20460

9-30-11
Date


MARK POLLINS, Director
Water Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
1200 Pennsylvania Ave., N.W.
Washington, DC 20460

9-26-11
Date


MELISSA K. RAACK, Attorney Advisor
Water Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
1200 Pennsylvania Ave., N.W.
Washington, DC 20460

11-8-11
Date



Andrew M. Gaydosh
Assistant Regional Administrator
Office of Enforcement, Compliance, and
Environmental Justice
EPA Region 8

10-28-11
Date



Margaret J. (Peggy) Livingston
Enforcement Attorney
Office of Enforcement, Compliance, and
Environmental Justice
EPA Region 8

11/3/11
Date



SHAWN M. GARVIN
Regional Administrator
U.S. Environmental Protection Agency, Region III
1650 Arch Street
Philadelphia, PA 19103-2029

11/3/11
Date



MARCIA E. MULKEN
Regional Counsel
U.S. Environmental Protection Agency, Region III
1650 Arch Street
Philadelphia, PA 19103-2029

10/28/11
Date



Mary Wilkes
Regional Counsel
U.S. Environmental Protection Agency
EPA Region 4

11 | 21 | 11
Date



Judith A. Enck
Regional Administrator
U.S. Environmental Protection Agency
EPA Region 2

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States, et al. v. Lafarge North America, Inc., et al.

FOR THE STATE OF MARYLAND:

DOUGLAS F. GANSLER
Attorney General of Maryland



9/8/11
Date


Steven R. Johnson
Assistant Attorney General
Maryland Department of the Environment
1800 Washington Boulevard, Suite 6048
Baltimore, MD 21230
Tel: (410) 537-3049
Fax: (410) 537-3943

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States, et al. v. Lafarge North America, Inc., et al.

FOR THE STATE OF COLORADO

JOHN W. SUTHERS
Attorney General of Colorado


9-9-11
Date


Annette M. Quill
Counsel for the State of Colorado
Senior Assistant Attorney General
Environmental Quality Unit
Natural Resources and Environment Section
Colorado Office of the Attorney General
1525 Sherman Street, 7th Floor
Denver, Colorado 80203
Tel: (303) 866-4647
Fax: (303) 866-3558

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States, et al. v. Lafarge North America, Inc., et al.

FOR LAFARGE NORTH AMERICA, INC., LAFARGE BUILDING MATERIALS, INC.,
LAFARGE MID-ATLANTIC, LLC, and REDLAND QUARRIES NY, INC.:


9/6/11
Date


William G. Miller
Vice President, Associate General Counsel, Secretary or Assistant
Secretary of Lafarge North America Inc. (formerly known as
Lafarge Corporation), Lafarge Building Materials, Lafarge Mid-
Atlantic, LLC (formerly Redland Genstar, Inc.), Redland Quarries
NY Inc.

Agent for Service of Process: Adam G. Sowatzka
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
Monarch Plaza, Suite 1600
3414 Peachtree Road, N.E.
Atlanta, Georgia 30326
Direct: 404.443.6715
Fax: 404.238.9755
Email: asowatzka@bakerdonelson.com

FOR LAFARGE WEST, INC.:

9/6/11
Date


Timothy A. Power
Vice President and Secretary of Lafarge West Inc. (for itself and as
successor by merger to Western Mobile Northern, Inc. and Mobile
Premix Concrete, Inc.)

Agent for Service of Process: Adam G. Sowatzka
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
Monarch Plaza, Suite 1600
3414 Peachtree Road, N.E.
Atlanta, Georgia 30326
Direct: 404.443.6715
Fax: 404.238.9755
Email: asowatzka@bakerdonelson.com