

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4**

IN THE MATTER OF: CONCRETE SUPPLY COMPANY, LLC LINCOLNTON, NC RESPONDENT	CONSENT AGREEMENT AND FINAL ORDER DOCKET NO. CWA-04-2024-1009(b)
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CONSENT AGREEMENT

I. NATURE OF ACTION

1. This is an administrative penalty assessment proceeding brought under Section 309(g)(2)(A) of the Clean Water Act, 33 U.S.C. § 1319(g)(2)(A), (CWA or the Act) and Section 22.13(b) and 22.18 of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation / Termination or Suspension of Permits (Consolidated Rules), as codified at Title 40 of the Code of Federal Regulations (C.F.R.), Part 22.
2. This Consent Agreement and the attached Final Order shall collectively be referred to as the CAFO.
3. Having found that settlement is consistent with the provisions and objectives of the Act and applicable regulations, the Parties have agreed to settle this action pursuant to 40 C.F.R. § 22.18 and consent to the entry of this CAFO without adjudication of any issues of law or fact herein. .

II. PARTIES

4. Complainant is the Director of the Enforcement and Compliance Assurance Division of the United States Environmental Protection Agency (EPA), Region 4, who has been delegated the authority on behalf of the Administrator of the EPA to enter into this CAFO pursuant to 40 C.F.R. Part 22 and Section 309(g)(2)(A) of the CWA.
5. Respondent is Concrete Supply Company, LLC (Respondent), a liability corporation formed under the laws of the State of North Carolina doing business in the State of North Carolina. This proceeding pertains to Respondent's facility located at 831 Madison Street, Lincolnton, Lincoln County, North Carolina (Facility).

III. GOVERNING LAW

6. To accomplish the objective of the CWA, defined in Section 101(a) of the CWA, 33 U.S.C. § 1251(a), to restore and maintain the chemical, physical and biological integrity of the nation's waters, Section 301(a) of the CWA, 33 U.S.C. § 1311(a), prohibits the discharge of pollutants by any person into waters of the United States except as in compliance with a National Pollutant Discharge Elimination System (NPDES) permit issued pursuant to Section 402 of the CWA, 33 U.S.C. § 1342.
7. Section 402 of the CWA, 33 U.S.C. § 1342, establishes an NPDES Permit Program authorizing the EPA or authorized states to administer the NPDES Permit Program, including the issuance of NPDES permits allowing for the discharge of pollutants, including stormwater, into navigable waters subject to specific terms and conditions. The EPA has granted the state of North Carolina, through the North Carolina Department of Environmental Quality (NCDEQ), approval to issue NPDES permits pursuant to Section 402(b) of the CWA.
8. Section 502(12) of the CWA, 33 U.S.C. § 1362(12), defines a "discharge of pollutants" as "[a]ny addition of any pollutant to navigable waters from any point source."
9. Pursuant to Section 402(p)(2)(B) of the CWA, 33 U.S.C. § 1342(p)(2)(B), an NPDES permit is required for "a [stormwater] discharge associated with industrial activity."
10. "Stormwater discharge associated with industrial activity," as defined at 40 C.F.R. § 122.26(b)(14), means the discharge from any conveyance that is used for collecting and conveying storm water and that is directly related to manufacturing, processing, or raw materials storage areas at an industrial plant.
11. Pursuant to 40 C.F.R § 122.26(b)(14)(ii), "[f]acilities classified within Standard Industrial Classification... 32 (except 323)..." which would include SIC Codes 3271 and 3273 are considered to be engaging in "industrial activity" for purposes of 40 C.F.R. § 122.26(b)(14).
12. Section 502(14) of the CWA, 33 U.S.C. § 1362(14), defines "point source" as "[a]ny discernible, confined and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit [or] discrete fissure . . . from which pollutants are or may be discharged."
13. Section 502(7) of the CWA, 33 U.S.C. § 1362(7), defines "navigable waters" as "[t]he waters of the United States, including the territorial seas."
14. Pursuant to Section 309(g)(1) of the CWA, 33 U.S.C. § 1319(g)(1), and 40 C.F.R. § 22.38(b), the Complainant represents that North Carolina was provided a prior

opportunity to consult with the Complainant regarding this matter.

15. Pursuant to Section 309(g)(4)(A) of the CWA, 33 U.S.C. § 1319(g)(4)(A), and 40 C.F.R. § 22.45, Complainant will provide public notice of and reasonable opportunity to comment on the proposed issuance of this CAFO prior to issuance of the Final Order.

IV. FINDING OF FACTS

16. From the time industrial operations at this Facility began to present, stormwater associated with industrial activity generally discharged from the Facility through a drainage ditch and outfall to the South Fork Catawba River.
17. The South Fork Catawba River is a water of the United States as defined by Section 502(7) of the CWA, 33 U.S.C. § 1362(7), and its implementing regulation 40 C.F.R § 122.2.
18. The South Fork Catawba River is classified as a Class WS-IV water by the NCDEQ. See 15A NCAC 02B.0301.
19. The NCDEQ issued GENERAL PERMIT NO. NCG140000 TO DISCHARGE STORMWATER AND PROCESS WASTEWATER UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM for Ready-Mixed Concrete facilities (Standard Industrial Code 3273) and like activities on July 26, 2017 (hereinafter, "2017 NC Permit"). The 2017 NC Permit was issued in accordance with the provisions of the North Carolina General Statute 143-215.1, and the regulations and standards adopted and promulgated thereunder, and under authority granted pursuant to Section 402(b) of the CWA, 33 U.S.C. § 1342(b). The 2017 NC Permit became effective on August 1, 2017, and expired on June 30, 2022.
20. NCDEQ issued GENERAL PERMIT NO. NCG140000 TO DISCHARGE STORMWATER AND PROCESS WASTEWATER UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM for Ready-Mixed Concrete facilities (Standard Industrial Code 3273) and like activities on June 30, 2022 (hereinafter, "2022 NC Permit"). The 2022 NC Permit was issued in accordance with the provisions of the North Carolina General Statute 143-215.1, and the regulations and standards adopted and promulgated thereunder, and under authority granted pursuant to Section 402(b) of the CWA, 33 U.S.C. § 1342(b). The 2022 NC Permit became effective on July 1, 2022, and will expire on June 30, 2027.
21. Coverage under the both the 2017 NC Permit and the 2022 NC Permit is obtained by submitting a Notice of Intent (NOI) to NCDEQ's Division of Energy, Mineral, and Land Resources (DEMLR). Respondent obtained coverage for stormwater discharges from the Facility under the 2017 NC Permit and 2022 NC Permit by submitting a NOI to NCDEQ.

22. Part III of the 2017 NC Permit required permittees to develop and implement a Stormwater Pollution Prevention Plan (SWPPP) for their Facility.
23. Part III.1 of the 2017 NC Permit required that the SWPPP contain a site map that clearly depicted the site property boundary; the stormwater and/or wastewater discharge outfalls; all on-site and adjacent surface waters and wetlands; industrial activity areas (including storage of materials, disposal areas, process areas, loading and unloading areas, and haul roads); site topography and finished grade; all drainage features and structures; drainage area boundaries and total contributing area for each outfall; direction of flow in each drainage area; industrial activities occurring in each drainage area; buildings; stormwater best management practices (BMPs); and impervious surfaces.
24. Part III.2.b of the 2017 NC Permit required, as part of the stormwater management strategy in the SWPPP, there be secondary containment for bulk storage of liquid material and any amount of hazardous substance storage and that a table or summary be created for these tanks and stored materials and their associated secondary containment. Secondary containment structures capable of being drained to stormwater shall be controlled by valves that are secured closed with a locking mechanism.
25. Part III.2.c of the 2017 NC Permit required, as part of the stormwater management strategy in the SWPPP, that the stormwater management strategy include a list of the structural and non-structural BMPs which includes a written record of the specific rationale for installation and implementation of selected site BMPs.
26. Part III.5 of the 2017 NC Permit required the inspections done as part of the preventative maintenance and good housekeeping program for stormwater controls be performed, at a minimum, semi-annually.
27. Part III.8 of the 2017 NC Permit required a permittee to amend the SWPPP whenever there are changes in design, construction, operation, site drainage, maintenance, or configuration of the physical features which may have a significant effect on the potential for the discharge of pollutants to surface waters in addition to the performing of annual reviews and updates.
28. Part III.9 of the 2017 NC Permit required a permittee to implement the provisions of the SWPPP in order to control contaminants entering surface water via stormwater which includes the documentation of all monitoring, measurements, inspections, maintenance activities, and training provided to employees, which should be kept on site for a minimum of five years.
29. Part IV.D of the 2017 NC Permit required quarterly or semi-annual effluent monitoring of process wastewater discharges. The monitoring samples pulled at wastewater outfall

are required to meet the effluent limits in Table 8 of the NC Permit.

30. Under Table 8 of the 2017 NC Permit, for waters classified as Class C, samples cannot exceed 30 mg/L of total suspended solids (TSS) and must have a pH between 6.0 and 9.0 standard units (S.U.).
31. On March 19, 2019, EPA, in conjunction with NCDEQ, performed an Industrial Stormwater Enforcement Inspection (CSWEI) at the Facility to evaluate Respondent's compliance with the requirements of Section 301 of the CWA, 33 U.S.C. § 1311; the regulations promulgated thereunder at 40 C.F.R. § 122.26; and the 2017 NC Permit.
32. During the CSWEI of the Facility, EPA's inspectors observed:
 - A. The Facility was observed as having installed a berm structure to divert runoff from Outfall #2. These additional structural measures were not reflected in the SWPPP.
 - B. The SWPPP provided during the CSWEI was last updated in 2011. The SWPPP had not been updated to reflect the changes in the number of outfalls (the SWPPP identifies three outfalls, while the Facility claimed to only operate one), the installation of additional berms and water diversion structures, or been reviewed and/or updated on an annual basis.
 - C. The inspection records provided during the CSWEI were found to be inaccurate and incomplete. The inspections did not document the inspection of all stormwater controls. No observations of the berm/diversion structure implemented to divert water from previously identified outfalls were recorded.
 - D. Observations of the outfalls made during the CSWEI showed evidence of recent discharges. According to Facility personnel, process wastewater from the concrete washout was used throughout the Facility for dust suppression; therefore, all runoff from the Facility is considered to be wastewater.
 - E. Various areas of the Facility were observed in need of housekeeping and/or maintenance. This included the area around the conveyors and silos where sediment accumulation was observed, the berm at Outfall 1, where sediment had accumulated to the height of the discharge point, and the berm located near Outfall 2, where a watertight seal had not been formed and therefore potential discharges had not been eliminated.

33. On May 28, 2019, the EPA issued an Inspection Report to Respondent.
34. On January 8, 2020, EPA issued the Notice of Violation and an Opportunity to Show Cause to Respondent, pursuant to Section 309(a) of the CWA, 33 U.S.C. § 1319(a).
35. On April 20, 2020, the EPA held, and Respondent participated in, a show cause meeting via teleconference.
36. On June 11, 2020, Respondent filed a response to EPA's Notice of Violation and an Opportunity to Show Cause – Lincoln Plant ("CSC Response"), as a supplement to evidence presented at the Show Cause meeting. Respondent expressly denied certain findings and conclusions in the Notice of Violation and Opportunity to Show Cause issued by the EPA. As part of the CSC Response, Respondent provided the EPA with a copy of portions of a SWPPP dated December 15, 2011, as the most current version of the Facility's SWPPP.

V. ALLEGED VIOLATIONS

37. At all times relevant to this action, Respondent is a "person" within the meaning of Section 502(5) of the CWA, 33 U.S.C. § 1362(5).
38. At all times relevant to this action, the Respondent owned and/or operated the Facility.
39. As a result of the CSWEI and its review of the information received at and following the show cause meeting, the EPA has determined that stormwater associated with industrial activity was discharged from the Facility within the meaning of Section 402(p) of the CWA, 33 U.S.C. § 1342(p), and its implementing regulations into waters of the United States.
40. Based on the CSWEI and information received at and following the show cause meeting, EPA alleges the Respondent has violated Section 301 of the CWA, 33 U.S.C. § 1311, due to Respondent's failure to comply with the 2017 NC Permit and the CWA implementing regulations. Specifically, the EPA alleges the following violations:
 - A. The SWPPP provided for the Facility failed to meet the following requirements:
 - a. During the CSWEI, the Facility was observed as having installed a berm structure to divert runoff from Outfall #2. These additional structural measures were not reflected in the SWPPP, which EPA alleges is in violation of Part III.2.c of the 2017 NC Permit.
 - b. The SWPPP provided during the CSWEI was last updated in 2011.

The SWPPP had not been updated to reflect the changes in the number of outfalls (the SWPPP identifies three outfalls, while the Facility claimed to only operate one), the installation of additional berms and water diversion structures, or been reviewed and/or updated on an annual basis, which EPA alleges is in violation of Parts III.1 and III.8 of the 2017 NC Permit.

- B. The inspection records provided during the CSWEI were found to be inaccurate and incomplete. The inspections did not document the inspection of all stormwater controls, which EPA alleges is in violation of Parts III.5 and III.9 of the 2017 NC Permit. No observations of the berm/diversion structure implemented to divert water from previously identified outfalls were recorded.
- C. Observations of the outfalls made during the CSWEI showed evidence of recent discharges. According to Facility personnel, process wastewater from the concrete washout was used throughout the Facility for dust suppression; therefore, all runoff from the Facility is considered to be wastewater. From the review of the monitoring records, it was discovered that Respondent had not taken discharge monitoring samples from any outfall at the Facility for the past five years. Respondent believed that there had been no discharges from the Facility during measurable rain events. EPA alleges this failed to meet the requirement of Part IV.D of the 2017 NC Permit, which required periodic sampling during discharges which may be independent of rain events.
- D. Various areas of the Facility were observed in need of housekeeping and/or maintenance. This included the area around the conveyors and silos where sediment accumulation was observed, the berm at Outfall 1, where sediment had accumulated to the height of the discharge point, and the berm located near Outfall 2, where a watertight seal had not been formed and therefore potential discharges had not been eliminated, which EPA alleges is in violation of the requirements of Part III.9 of the 2017 NC Permit.

VI. STIPULATIONS

- 41. The issuance of this CAFO simultaneously commences and concludes this proceeding.
40 C.F.R. § 22.13(b).
- 42. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:

- A. Admits that EPA has jurisdiction over the subject matter alleged in this CAFO;
- B. Neither admits nor denies the factual allegations set forth in Section IV (Findings of Facts) of this CAFO. Respondent maintains it would deny and defend against the allegations described herein;
- C. Consents to the assessment of a civil penalty as stated below;
- D. Consents to the conditions specified in this CAFO;
- E. Waives any right to contest the allegations set forth in Section V (Alleged Violations) of this CAFO; and
- F. Waives its rights to appeal the Final Order accompanying this CAFO.

43. For the purpose of this proceeding, Respondent:

- A. Agrees that this CAFO states a claim upon which relief may be granted against Respondent;
- B. Acknowledges that this CAFO constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;
- C. Waives any rights it may possess or in equity to challenge the authority of EPA to bring civil action in a United States District Court to compel compliance with the CAFO, and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action;
- D. Waives any right it may have pursuant to 40 C.F.R. § 22.8 to be present during any discussions with, or to be served with and reply to, any memorandum or communication addressed to EPA officials where the purpose of such discussion, memorandum, or communication is to persuade such official to accept and issue this CAFO;
- E. Agrees to comply with the terms of this CAFO; and
- F. Waives any rights or defenses that Respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the Final Order accompanying the Consent Agreement.

44. In accordance with 40 C.F.R. § 22.5, the individuals named in the certificate of service

are authorized to receive service related to this proceeding and the parties agree to receive service by electronic means.

45. The parties acknowledge and agree that this CAFO is subject to the requirements of 40 C.F.R. § 22.45(c)(4), which provides a right to petition to set aside a proposed CAFO based on comments received during the public comment period.

VII. TERMS OF PAYMENT

46. Respondent consents to the payment of a civil penalty, which was calculated in accordance with the Act, in the amount of **\$17,500**, which is to be paid within thirty (30) calendar days of the Effective Date of this CAFO.
47. Payment(s) shall be made by cashier's check, certified check, by electronic funds transfer (EFT), or by Automated Clearing House (ACH) (also known as REX or remittance express). If paying by check, the check shall be payable to: Treasurer, United States of America, and the Facility name and docket number for this matter shall be referenced on the face of the check.

If Respondent sends payment by standard U.S. Postal Service delivery, the payment shall be addressed to:

U.S. Environmental Protection Agency
P.O. Box 979078
St. Louis, MO 63197-9000

If Respondent sends payment by non-standard mail delivery (e.g. FedEx, DHL, UPS, USPS certified, registered, etc.), the payment shall be sent to:

U.S. Environmental Protection Agency
Government Lockbox 979078
3180 Rider Trail S.
Earth City, MO 63045

If paying by EFT, Respondent shall transfer the payment to:

Federal Reserve Bank of New York
ABA: 021030004
Account Number: 68010727
SWIFT address: FRNYUS33
33 Liberty Street
New York, NY 10045
Beneficiary: Environmental Protection Agency

If paying by ACH, Respondent shall remit payment to:

US Treasury REX / Cashlink ACH Receiver
ABA: 051036706
Account Number: 310006, Environmental Protection Agency
CTX Format Transaction Code 22 – checking
Physical location of US Treasury facility:
5700 Rivertech Court
Riverdale, MD 20737
REX (Remittance Express): 1-866-234-5681

48. Respondent shall send proof of payment, within 24 hours of payment of the civil penalty, to:

Regional Hearing Clerk
[R4 regional hearing clerk@epa.gov](mailto:R4_regional_hearing_clerk@epa.gov)

And

Jeremy Judd
EPA Region 4 ECAD WWES
judd.jeremy@epa.gov

49. “Proof of Payment” means, as applicable, a copy of the check, confirmation of credit card or debit card payment, confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due, and identified with the Facility name and “Docket No. CWA-04-2024-1009(b).”

50. Pursuant to 33 U.S.C. § 1319(g)(9), if Respondent fails to timely pay any portion of the penalty assessed under this CAFO, EPA may recover, in addition to the amount of the unpaid penalty assessed, the following amounts on any portion overdue:

- A. Interest. Interest will begin to accrue on the civil penalty from the Effective Date of this CAFO. If the civil penalty is paid within 30 days of the Effective Date of this CAFO, Interest is waived. However, if the civil penalty is not paid in full within 30 days of the Effective Date of this CAFO, Interest will continue to accrue on any unpaid portion until the unpaid portion of the civil penalty and accrued Interest are paid. Interest will be assessed currently prevailing rates.
- B. Non-Payment Penalty. A 20 percent quarterly nonpayment penalty pursuant to 33 U.S.C. § 1319(g)(9); and

- C. Attorneys' Fees and Costs of Collection. The United States' attorneys' fees and costs of collection.

51. In addition to what is stated in the prior Paragraph, if Respondent fails to timely pay any portion of the penalty assessed under this CAFO, EPA may:

- A. refer the debt to a credit reporting agency or a collection agency, 40 C.F.R. §§ 13.13 and 13.14;
- B. collect the debt by administrative offset (i.e., the withholding of money payable by the United States to, or held by the United States for, a person to satisfy the debt the person owes the Government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, 40 C.F.R. Part 13, Subparts C and H;
- C. suspend or revoke Respondent's licenses or other privileges, or suspend or disqualify Respondent from doing business with EPA or engaging in programs EPA sponsors or funds, 40 C.F.R. § 13.17; and/or
- D. request that the Attorney General bring a civil action in the appropriate district court to recover the amount assessed, in addition to the amounts described above, pursuant to 33 U.S.C. § 1319(g)(9). In any such judicial action, the validity, amount, and appropriateness of the penalty and of this CAFO shall not be subject to review.

52. Penalties paid pursuant to this CAFO shall not be deductible for purposes of federal taxes.

53. Effective upon signature of this CAFO by the Respondent, the Respondent agrees that the time period commencing on the date of its signature and ending on the Effective Date shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by EPA related to the matters addressed in this CAFO and that, in any action brought by EPA related to the matters addressed, the Respondent will not assert, and may not maintain, any defense or claim based upon principles of statute of limitations, waiver, laches, estoppel, or other defense based on the passage of time during such period.

VIII. EFFECT OF CAFO

54. In accordance with 40 C.F.R. § 22.18(c), Respondent's full compliance with this CAFO shall only resolve Respondent's liability for federal civil penalties for the violations and facts specifically alleged above.

55. Full payment of the civil penalty, as provided in Section VII (Terms of Payment) shall satisfy the requirements of this CAFO; but, shall not in any case affect the right of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. 40 C.F.R. § 22.18(c).
56. Nothing in this CAFO shall relieve Respondent of the duty to comply with all applicable provisions of the Act and other federal, state, or local laws or statutes, nor shall it restrict EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit, except as expressly provided herein.
57. Nothing herein shall be construed to limit the power of EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent and substantial endangerment as provided under the Act.
58. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of both Parties, and approval of the Regional Administrator.
59. The provisions of this CAFO shall apply to and be binding upon Respondent and its successors and assigns. Respondent shall direct its officers, directors, employees, agents, trustees, and authorized representatives to comply with the provisions of this CAFO.
60. Any change in the legal status of the Respondent, or change in ownership, partnership, corporate or legal status relating to the Facility, will not in any way alter Respondent's obligations and responsibilities under this CAFO.
61. By signing this Consent Agreement, Respondent acknowledges that this CAFO will be available to the public and agrees that this CAFO does not contain any confidential business information or personally identifiable information.
62. By signing this Consent Agreement, the Complainant and the undersigned representative of Respondent each certify that he or she is fully authorized to execute and enter into the terms and conditions of this CAFO and has the legal capacity to bind the party he or she represents to this CAFO.
63. By signing this Consent Agreement, both Parties agree that each party's obligations under this CAFO constitute sufficient consideration for the other party's obligations.
64. By signing this Consent Agreement, Respondent certifies that the information it has supplied concerning this matter was at the time of submission, and continues to be, true, accurate, and complete for each such submission, response, and statement.

Respondent acknowledges that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.

65. EPA also reserves the right to revoke this CAFO and settlement penalty if and to the extent that EPA finds, after signing this CAFO, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to EPA. If such false or inaccurate material was provided, EPA reserves the right to assess and collect any and all civil penalties for any violation described herein. EPA shall give Respondent notice of its intent to revoke, which shall not be effective until received by Respondent in writing.
66. Unless specifically stated otherwise in this CAFO, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.
67. It is the intent of the parties that the provisions of this CAFO are severable. If any provision or authority of this CAFO or the application of this CAFO to any party or circumstances is held by any judicial or administrative authority to be invalid or unenforceable, the application of such provisions to other parties or circumstances and the remainder of the CAFO shall remain in force and shall not be affected thereby.

IX. EFFECTIVE DATE


68. This CAFO shall become effective after execution of the Final Order by the Regional Administrator, on the date of filing with the Hearing Clerk.

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Complainant and Respondent will Each Sign on Separate Pages

The foregoing Consent Agreement In the Matter of Concrete Supply Company, LLC, **Docket No. CWA-04-2024-1009(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:

 _____ 12-1-2025 _____
Signature Date
Printed Name: HENRY BATTEN _____
Title: PRESIDENT _____
Address: PO BOX 5247, Charlotte, NC 28259 _____

The foregoing Consent Agreement In the Matter of Concrete Supply Company, LLC, **Docket No. CWA-04-2024-1009(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

Keriema S. Newman
Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 4

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION 4

IN THE MATTER OF: CONCRETE SUPPLY COMPANY, LLC LINCOLNTON, NC RESPONDENT	FINAL ORDER DOCKET NO. CWA-04-2024-1009(b)
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The Regional Administrator is authorized to ratify this Consent Agreement which memorializes a settlement between Complainant and Respondent. 40 C.F.R. §22.18(b)(3). The foregoing Consent Agreement is, therefore, hereby approved, ratified and incorporated by reference into this Final Order in accordance with the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits*, 40 C.F.R. Part 22.

The Respondent is hereby ORDERED to comply with all of the terms of the foregoing Consent Agreement effective immediately upon filing of this Consent Agreement and Final Order with the Regional Hearing Clerk. This Final Order disposes of this matter pursuant to 40 C.F.R. §§ 22.18 and 22.31.

BEING AGREED, IT IS SO ORDERED.

Regional Judicial Officer

CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order, in the Matter of Concrete Supply Company, LLC, Docket No. CWA-04-2024-1009(b), were filed and copies of the same were emailed to the parties as indicated below.

Via email to all parties at the following email addresses:

To Respondent: Ethan R. Ware
 Williams and Mullen
 eware@williamsmullen.com
 1230 Main Street, Suite 330 | P.O. Box 8116 (29202) | Columbia, SC 2920

To EPA: Jeremy Judd
 Environmental Engineer
 judd.jeremy@epa.gov

 Michele Wetherington
 Associate Regional Counsel
 wetherington.michele@epa.gov

Regional Hearing Clerk
r4_regional_hearing_clerk@epa.gov