

**UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
REGION IX  
75 Hawthorne Street  
San Francisco, California 94105**

IN THE MATTER OF:	)	DOCKET NO. CWA-09-2020-0011
	)	
Airtech International, Inc.	)	
Huntington Beach, CA	)	<b>COMPLAINT, CONSENT AGREEMENT AND FINAL ORDER</b>
	)	
Respondent.	)	
	)	<i>Class II Administrative Penalty Proceeding under Section 309(g) of the Clean Water Act, 33 U.S.C. § 1319(g), and 40 C.F.R. §§ 22.13(b) and 22.18</i>

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**CONSENT AGREEMENT AND FINAL ORDER**

**I. AUTHORITY AND PARTIES**

1. This is a Class II civil administrative penalty proceeding under Section 309(g)(1)(A) and 2(B) of the Clean Water Act (CWA), 33 U.S.C. § 1319(g)(1)(A) and 2(B), and 40 C.F.R. Part 22 (*Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits*).
2. Pursuant to Section 309(g) of the CWA, 33 U.S.C. § 1319(g), the Administrator of the United States Environmental Protection Agency (EPA) is authorized to assess administrative penalties against persons who violate Section 301(a) of the Act, 33 U.S.C. § 1311 (a). The Administrator has delegated this authority to the Regional Administrator of the EPA Region IX, who in turn has delegated this authority to the Director of the Enforcement Division, hereinafter “Complainant.”
3. Respondent is Airtech International, Inc.
4. This Consent Agreement and Final Order (CA/FO), which contains the elements of a complaint required by 40 C.F. R. § 22.14(a), simultaneously commences and concludes this penalty proceeding, as authorized by 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3).

NOW THEREFORE, before the taking of any testimony, without adjudication of any issue of fact or law, and upon consent by the EPA and Respondent, it is hereby STIPULATED, AGREED, AND ORDERED:

## **II. STATUTORY AND REGULATORY FRAMEWORK**

5. CWA Section 301(a), 33 U.S.C. § 1311(a), makes it unlawful for a person to discharge pollutants from a point source into waters of the United States, except as authorized by a National Pollutant Discharge Elimination System (NPDES) permit issued pursuant to CWA Section 402, 33 U.S.C. § 1342.
6. CWA Section 402, 33 U.S.C. § 1342, establishes the NPDES program and authorizes the EPA and authorized states to issue permits governing the discharge of pollutants from point sources into waters of the United States and CWA Section 402(p), 33 U.S.C. § 1342(p) requires that NPDES permits be issued for stormwater discharges “associated with industrial activity.”
7. 40 C.F.R. § 122.26(b)(14)(xi) defines stormwater discharges associated with industrial activity to include plastic product manufacturing classified under SIC Major Group 30.
8. Pursuant to CWA § 402(p)(4), dischargers of stormwater associated with industrial activity are required to seek coverage under a promulgated general permit or seek individual permit coverage.
9. The State of California has an EPA-authorized NPDES program and issues permits, including industrial stormwater permits, through its State Water Resources Control Board (SWRCB) and nine Regional Water Quality Control Boards. On April 17, 1997, the State Water Board adopted General Permit No. CAS000001 for *Discharges of Stormwater Associated with Industrial Activities Excluding Construction Activities*, Water Quality Order No. 97-03-DWQ, which was in effect through June 30, 2015 and subsequently revised by the State Water Board on April 1, 2014, Water Quality Order No. 2014-0057-DWQ, which became effective on July 1, 2015 (hereinafter, “General Permit”).
10. Pursuant to CWA Section 309(g)(2)(B), 33 U.S.C. § 1319(g)(2)(B), and 40 C.F.R. Part 19.4, EPA may assess a Class II civil administrative penalty of up to \$16,000 per day of violation, not to exceed \$187,500 in total, against a person for CWA Section 301(a) violations that occurred after December 6, 2013. For violations that occurred after November 2, 2015, where penalties are assessed on or after February 6, 2019, the EPA may assess a penalty up to \$21,933 per day of violation, not to exceed \$274,159 in total.

## **III. FINDINGS OF FACT, JURISDICTIONAL ALLEGATIONS, AND CONCLUSIONS OF LAW**

11. Respondent is a California corporation and therefore, a person within the meaning of CWA § Section 502(5), 33 U.S.C. § 1362(5). Respondent operates a vacuum bagging and composite tooling materials facility located at 5700 Skylab Road, Huntington Beach, CA, hereinafter “Facility.”
12. Respondent has been engaged in vacuum bagging and composite tooling materials at the Facility since at least August 1998, a date best known to Respondent. Respondent’s

operations at the Facility fall within activities classified under SIC Code 3081 Unsupported Plastics Film and Sheet, and is therefore an “industrial activity” for purposes of CWA Section 402(p), 33 U.S.C. § 1342(p), and 40 C.F.R. § 122.26(b)(14)(xi).

13. Stormwater runoff from the Facility is a “stormwater discharge associated with industrial activity” as defined by 40 C.F.R. § 122.26(b)(14)(xi).
14. Stormwater runoff from the Facility discharges by way of an engineered conveyance into an on-site storm drain inlet connected to the City of Huntington Beach Municipal Separate Stormwater System (“MS4”). Such inlets and the City of Huntington Beach MS4 are “point sources” within the meaning of CWA § 502(14), 33 U.S.C. § 1362(14).
15. Stormwater discharges from the facility include waste from industrial processes, specifically plastic resin pellets, oil and grease, and scrap metal, and therefore contain “pollutants,” as defined by CWA Section 502(6), 33 U.S.C. § 1362(6).
16. Discharges from the Facility enter a storm drain on the southeast side of the Facility and enters into the City of Huntington Beach MS4 flowing less than one mile into the Bolsa Chica Channel and then for three miles to the Bolsa Chica Ecological Reserve before entering the Pacific Ocean. The Bolsa Chica Channel, the Bolsa Chica Ecological Reserve, and the Pacific Ocean are “waters of the United States” within the meaning of CWA § 502(7), 33 U.S.C. § 1362(7) and implementing regulations.
17. Respondent’s discharge of pollutants in stormwater into waters of the United States constitutes a “discharge of pollutants” within the meaning of CWA Section 502(12), 33 U.S.C. § 1362(12).
18. On March 14, 2018, representatives of EPA Region 9 inspected the Facility to evaluate Respondent’s compliance with the General Permit. EPA inspectors found that Respondent had not submitted a Notice of Intent (“NOI”) to the State Water Board seeking authorization to discharge industrial stormwater under the General Permit or an individual NPDES permit. During the inspection, EPA observed the following: (1) industrial materials stored in an outside area and exposed to stormwater, including a forklift battery, scrap metal, and a waste bin without a proper lid; (2) open waste containers that were overfilled with cardboard, foam debris and waste material stored outdoors near the Facility’s shipping and receiving area; (3) plastic resin pellets scattered on the loading dock floor and around the outer landscaped perimeter; (4) industrial materials (e.g. plastic resin pellets) were observed in the engineered stormwater perimeter conveyance that flows toward one of the on-site stormwater drains at the Facility; and (5) plastic resin pellets at the opening of the on-site storm drain without the permit-required best management practices necessary to prevent plastic pellets from discharging with industrial stormwater.
19. On or around January 10, 2019, Respondent submitted an NOI to the State Water Board seeking coverage under the General Permit for the Facility. On January 15, 2019, the State Water Board granted Respondent coverage under the General Permit and assigned WDID Number 8 301028022 to the Facility. Prior to January 15, 2019, industrial stormwater

discharges from Respondent's Facility were not authorized by the General Permit or an individual NPDES permit.

20. Between December 15, 2014 and January 14, 2019, at least twenty-one (21) days with rainfall in excess of 0.5 inches were recorded at the John Wayne Airport in Santa Ana, California. Upon information and belief, each of these twenty-one (21) rainfall events resulted in a discharge from the Facility.

#### **IV. ALLEGED VIOLATIONS**

21. Between December 15, 2014 and January 14, 2019, Respondent violated CWA Section 301(a), 33 U.S.C. § 1311(a) on at least twenty-one (21) days by discharging pollutants from a point source into waters of the United States without NPDES permit authorization.

#### **V. ADMINISTRATIVE PENALTY**

22. In consideration of the penalty factors of CWA Section 309(g), 33 U.S.C. § 1319(g) and Respondent's performance of the tasks set forth in Section VI of this CA/FO, Respondent shall pay to the United States a civil administrative penalty in the amount of \$95,208 within thirty (30) calendar days of the Effective Date, as defined in Section XIII below, of this CA/FO.

23. Respondent shall make penalty payment by one of the options listed below:

- a. Check Payment. Payment by a cashier's or certified check shall be made payable to "Treasurer, United States of America" and be mailed as follows:

- i. *If by regular U.S. Postal Service Mail:*

U.S. Environmental Protection Agency  
Fines and Penalties  
PO BOX 979077  
St. Louis, MO 63197-9000

- ii. *If by overnight mail:*

U.S. Environmental Protection Agency  
Government Lockbox 979077  
USEPA Fines and Penalties  
1005 Convention Plaza  
SL-MO-C2-GL  
St. Louis, MO 63101

- b. Automated Clearinghouse Payment: Payment by Automated Clearinghouse (ACH) via Vendor Express shall be made through the U.S. Treasury as follows:

U.S. Treasury REX/Cashlink ACH Receiver  
ABA: 051036706  
Account Number: 310006, Environmental Protection Agency  
CTX Format Transaction Code 22 – checking

- c. Fedwire: Payment by wire transfer to the EPA shall be made through the Federal Reserve Bank of New York as follows:

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

- d. Online Payment: This payment option can be accessed from the information below

Go to [www.pay.gov](http://www.pay.gov)  
Enter “SFO Form Number 1.1.” in the search field  
Open “EPA Miscellaneous Payments – Cincinnati Finance Center” form  
and complete required fields

Payment instructions are available at: <http://www2.epa.gov/financial/makepayment>. If clarification regarding a particular method of payment remittance is needed, contact the EPA Cincinnati Finance Center at (513) 487-2091.

24. To ensure proper credit, Respondent shall include the following transmittal information with the penalty payment: (i) Respondent’s name (as appeared on the CA/FO), complete address, contact person, and phone number; (ii) the EPA case docket number; (iii) the EPA contact person; and (iv) the reason for payment.
25. Concurrent with the payment, Respondent shall send a true and correct copy of the payment and accompanying transmittal information to the following addresses:

Regional Hearing Clerk  
Office of Regional Counsel (ORC-1)  
U.S. Environmental Protection Agency, Region 9  
75 Hawthorne Street  
San Francisco, CA 94105

Desean Garnett  
Office of Regional Counsel, ORC 2-4  
U.S. Environmental Protection Agency, Region 9

75 Hawthorne Street  
San Francisco, CA 94105

26. Respondent shall not, and shall not allow any other person to, deduct any penalties and interest paid under this CA/FO from federal, state, or local taxes.
27. Pursuant to CWA Section 309(g)(9), 33 U.S.C. § 1319(g)(9), if Respondent fails to pay the assessed penalty on time, the EPA may request the U.S. Department of Justice to bring a civil action to recover the overdue amount, plus interest at currently prevailing rates from the Effective Date of this CA/FO. In such an action, the validity, amount, or appropriateness of the assessed penalty shall not be subject to review. In addition to any assessed penalty and interest, Respondent shall pay attorney fees, costs for collection proceedings, and a quarterly nonpayment penalty, which shall equal 20% of the aggregate amount of Respondent's penalties and nonpayment penalties that are unpaid as of the beginning of such quarter, for each quarter during which such failure to pay persists. The EPA may also take other debt collection actions as authorized by law, including, but not limited to, the Debt Collection Act, 33 U.S.C. § 3711, and 33 C.F.R. Part 13.

#### **VI. SUPPLEMENTAL ENVIRONMENTAL PROJECT**

28. As part of the settlement of this administrative civil penalty action, Respondent shall perform an Environmental and Restoration and Protection Supplemental Environmental Project, as described in Paragraph 29 and Attachment A of this CA/FO. The EPA has taken Respondent's commitment to complete the following SEP into consideration in determining the assessed penalty amount.
29. By December 31, 2020, Respondent shall complete the following tasks, as described in further detail in Respondent's Proposal, entitled "Proposed Supplemental Environmental Project to Support Restoration of the Local Marine Environment," which is included as Attachment A to this CA/FO and is hereby incorporated by reference:

##### Beach Clean-ups

- a. By December 31, 2020, Respondent shall perform five beach clean-up events encompassing the specified areas within Huntington Beach, as described in Attachment A;
- b. All garbage and debris thus removed shall be disposed of using waste bins provided by Huntington State Beach (California Department of Parks and Recreation).

##### Oyster Bed Survey and Shell Replacement

- a. By December 31, 2020, sample eight restoration plots to assess abundance of Olympia oysters in the Upper Newport Bay and add Pacific oyster shells to bring the coverage of the shell substrate in the plots to a target of 70% to 80%, as described in Attachment A;

### Eelgrass Replanting

- a. By December 31, 2020, survey the extent of eelgrass in the Upper Newport Bay living shorelines restoration sites maintained by Orange County Coastkeeper, measured by density and replant eelgrass plots with less than 60% overall total cover to improve sustainability, as further described in Attachment A;
30. Respondent is responsible for ensuring that the entity or entities performing any portion of the SEP comply with the applicable terms of this CA/FO.
  31. In performing this SEP, Respondent shall spend a minimum of \$66,120 in costs for the tasks described in Paragraph 29 and Attachment A of this CA/FO.
  32. By July 2, 2020, Respondent shall submit a SEP progress report detailing the progress Respondent has made toward SEP completion. The progress reports shall provide, at a minimum, documentation of:
    - a. The dates, times, locations, volume or weight of debris collected;
    - b. The dates and number of oyster restoration plots sampled and quantity of shell replacement; and
    - c. The number of plots replanted and the total square meters of eelgrass habitat surveyed.
  33. Within thirty (30) calendar days of completing the SEP tasks described in Paragraph 29 and Attachment A of this CA/FO, and incurring the SEP costs set forth in Paragraph 31, Respondent shall submit to EPA a SEP Completion Report that includes the following information:
    - a. A detailed description of the work undertaken to complete the SEP, including:
      - i. photographic and/or video documentation of each of the five beach clean-up events, the date and area cleaned, volume or weight of debris collected;
      - ii. documentation of oyster sampling and shell replacement tasks; and
      - iii. documentation of eelgrass sampling and replanting tasks;
    - b. A description of any problems encountered in completing the SEP and the solutions thereto;
    - c. An itemized list of all eligible SEP costs expended to implement the SEP, including supporting documentation verifying Respondent's expenditures for this project. This documentation shall include, but is not limited to, proof of any amount paid to a contractor or entity to implement the project;

- d. Certification by Respondent that the SEP has been fully implemented pursuant to the provisions of this CA/FO; and
  - e. A description of the specific environmental and/or public health benefits resulting from implementation of the SEP, including a quantification of pollutant reduction achieved as a result of the project.
34. Respondent agrees that failure to submit the SEP Completion Report required by Paragraph 33 shall result in Respondent's liability for stipulated penalties pursuant to Paragraph 39.a of this CA/FO.
35. With regard to the SEP, Respondent certifies the truth and accuracy of each of the following:
- a. That all cost information provided to the EPA in connection with the EPA's approval of the SEP is complete and accurate and that the Respondent in good faith estimates that the cost to implement the SEP, exclusive of Respondent's internal labor costs, is \$66,120;
  - b. That, as of the date of executing this CA/FO, Respondent is not required to perform or develop the SEP by any federal, state, or local law or regulation and is not required to perform or develop the SEP by agreement, grant, or as injunctive relief awarded in any other action in any forum;
  - c. That the SEP is not a project that Respondent was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this CA/FO;
  - d. That Respondent has not received and will not have receive credit for the SEP in any other enforcement action;
  - e. That Respondent will not receive reimbursement for any portion of the SEP from another person or entity;
  - f. That for federal income tax purposes, Respondent agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP;
  - g. That Respondent is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as the SEP described in Paragraph 29 and Attachment A to this CA/FO; and
  - h. Respondent shall inquire of any contractor or entity employed to implement the SEP whether it is a party to an open federal financial assistance transaction that is funding or could fund the same activity as the SEP. Respondent shall not use any contractor or entity that is a party to such a transaction to implement the SEP.



36. The SEP shall be deemed to be “satisfactorily completed” when Respondent has completed the tasks described in Paragraph 29 and Attachment A to this CA/FO, expended the minimum amount identified in Paragraph 31, and submitted the SEP Completion Report to EPA in accordance with Paragraph 33. The determination of whether Respondent has satisfactorily complied with the terms of this Consent Agreement is within the sole discretion of the Complainant, but will be made in good faith. The decision of the Complainant is not reviewable in any forum. EPA shall notify Respondent whether the SEP has been satisfactorily completed following submission of the SEP Completion Report, and Respondent shall have the SEP Cure Period of sixty (60) days from the receipt of such notice (or such other time period as the Parties agree upon) to address any alleged deficiencies. If Respondent does not address the alleged deficiencies within the SEP Cure Period, penalties shall accrue in accordance with Paragraph 39.a of this CA/FO.
37. Respondent shall maintain legible copies of all documentation relevant to the SEP or reports submitted to the EPA pursuant to this CA/FO and shall provide such documentation or reports to the EPA not more than seven (7) days after a request for such information.
38. Any public statement, oral or written, in print, film, or other media, made by Respondent or a representative of Respondent making reference to the SEP must include the following sentence: “This project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency for alleged violations of the Clean Water Act.”

**VII. STIPULATED PENALTIES**

39. If Respondent violates any requirement of this CA/FO relating to the SEP, Respondent shall pay stipulated penalties to the United States as follows:

- a. If Respondent fails to satisfactorily complete the SEP by December 31, 2020 or within the SEP Cure Period, whichever is later, then Respondent shall pay stipulated penalties for each day for which it fails to satisfactorily complete the SEP, or cure any deficiencies as noted by EPA under Paragraph 36, as follows:

Period of Failure to Comply    Penalty per day, per violation

1st through 30th day	\$ 500
31st through 59th day	\$1,000
60th day and beyond	\$1,500

- b. If Respondent fails to timely submit the SEP Completion Report or the SEP progress report, then Respondent shall pay a stipulated penalty of \$250 per day that the SEP Completion Report or SEP progress report is submitted late to EPA.
- c. If Respondent fails to implement the SEP or abandons work on the SEP prior to its completion, then Respondent shall pay a stipulated penalty of \$66,120 together with interest accruing from the Effective Date of this CA/FO.

- d. If Respondent does not expend the entire amount specified in Paragraph 31, while otherwise meeting the requirements of the SEP, then Respondent shall pay a stipulated penalty equal to the difference between the amount expended as demonstrated in the SEP Completion Report and the amount specified in Paragraph 31, plus an additional Stipulated Penalty of 10% of the remaining balance paid. Respondent shall pay the stipulated penalty using one of the methods of payment specified in Paragraph 23, above, and will pay interest, handling charges, and nonpayment penalties on any overdue amounts.
  - e. Notwithstanding anything herein to the contrary, if the SEP is not completed but EPA, in its sole discretion, determines that Respondent made good faith and timely effort to complete the SEP, and Respondent certifies, with supporting documentation, that at least 100 percent of the amount of money which was required to be spent was expended on the SEP, Respondent shall not be liable for any stipulated penalty.
  - f. If the SEP is not satisfactorily completed by December 31, 2020, or such later date as is mutually agreed to in writing among the Parties, Respondent shall pay a stipulated penalty of \$82,650, less any eligible SEP costs incurred that EPA determines were expended on the SEP in a manner consistent with this CA/FO and Attachment A. If Respondent does not address alleged deficiencies in SEP performance during the SEP Cure Period, as described in Paragraph 38, penalties under this paragraph shall accrue. The penalties under this paragraph for failure to accomplish satisfactory completion of the SEP may accrue regardless of whether Respondent has spent \$66,120 on the SEP. If EPA elects to seek a stipulated penalty under this Paragraph, the obligations of the Respondent to complete the SEP shall terminate upon payment of the stipulated penalty under this Paragraph.
40. Notwithstanding any other provision of this Section, the EPA may, in the unreviewable exercise of its discretion, waive stipulated penalties otherwise due under this CA/FO.
41. Respondent shall pay any stipulated penalties within thirty (30) calendar days of receiving the EPA's written demand for such penalties. All penalties shall begin to accrue on the first date of noncompliance, and shall continue to accrue through the date of completion. Respondent shall use one of the methods of payment specified in Paragraph 23, above, and will pay interest, handling charges, and nonpayment penalties on any overdue amounts.
42. The payment of stipulated penalties shall not alter in any way Respondent's obligation to complete the requirements of this CA/FO.

### **VIII. APPLICABILITY**

43. This CA/FO shall apply to and be binding on Respondent, Respondent's officers, directors, partners, agents, employees, contractors, successors and assigns. Action or inaction of any persons, firms, contractors, employees, agents, or corporations acting under, through, or for

Respondent shall not excuse any failure of Respondent to fully perform its obligations under this CA/FO. Changes in ownership, real property interest, or transfer of personal assets shall not alter Respondent's obligations under this CA/FO.

#### **IX. RESPONDENT'S ADMISSIONS AND WAIVERS**

44. In accordance with 40 C.F.R. § 22.18(b), for the purpose of this proceeding, Respondent:
- a. admits the jurisdictional allegations of the complaint;
  - b. neither admits nor denies specific factual allegations contained in the complaint;
  - c. consents to all conditions specified in this CA/FO and to the assessment of the civil administrative penalty set forth in Section V above;
  - d. waives any right to contest the allegations set forth in this CA/FO; and
  - e. waives its right to appeal this proposed Final Order.

#### **X. RESERVATION OF RIGHTS**

45. In accordance with 40 C.F.R. § 22.18(c), full payment of the penalty set forth in this CA/FO only resolves Respondent's CWA civil penalty liabilities for the violations specifically alleged herein and does not in any case affect the right of the EPA to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.
46. This CA/FO is not a permit or modification of any existing permit issued pursuant to any federal, state, or local laws or regulations, and shall in no way relieve or affect Respondent's obligations under any applicable federal, state or local laws, regulations, or permits.

#### **XI. ATTORNEY FEES AND COSTS**

47. Unless otherwise specified, each party shall bear its own attorney fees and costs.

#### **XII. NOTICES**

48. Respondent shall send all required submissions and any other written communications via email to each of the following individuals:

Lawrence Torres  
Life Scientist  
U.S. Environmental Protection Agency, Region 9  
Enforcement and Compliance Assurance Division  
[torres.lawrence@epa.gov](mailto:torres.lawrence@epa.gov)

and

Desean Garnett  
Attorney-Advisor  
U.S. Environmental Protection Agency, Region 9  
Office of Regional Counsel  
[garnett.desean@epa.gov](mailto:garnett.desean@epa.gov)

49. Respondent's submissions must be signed and certified, using the language below, by a person described by 40. C.F.R. § 122.22(3)(b):

*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.*

### **XIII. EFFECTIVE DATE AND TERMINATION**

50. In accordance with 40 C.F.R. §§ 22.18(b)(3) and 22.31(b), the Effective Date of this CA/FO is the date that the Final Order, having been signed by the Regional Judicial Officer, is filed with the Regional Hearing Clerk. This CA/FO shall terminate when Respondent has complied with the requirements of this CA/FO in full.

### **XIV. PUBLIC NOTICE**

51. Pursuant to CWA Section 309(g)(4), 33 U.S.C. §1319(g)(4), and 40 C.F.R. § 22.45(b), this Consent Agreement is subject to public notice and comment prior to issuance of the proposed Final Order. Complainant reserves the right to withhold or withdraw consent to this Consent Agreement if public comments disclose relevant and material information that was not considered by Complainant in entering into this Consent Agreement. Respondent may withdraw from this Consent Agreement only upon receipt of written notice from the EPA that it no longer supports entry of this Consent Agreement.
52. Pursuant to CWA Section 309(g)(1), 33 U.S.C. § 1319(g)(1), the EPA has consulted with the State of California regarding this penalty action.

For Complainant the U.S. Environmental Protection Agency, Region 9

/s/

December 16, 2019

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Amy C. Miller  
Director  
Enforcement and Compliance Assurance Division

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Date

For Respondent Airtech International, Inc.

/s/

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Name: John Maligie  
Title: Senior Vice President, Manufacturing

11 December 2019

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Date:

**FINAL ORDER**

It is Hereby Ordered that this Consent Agreement and Final Order (U.S. EPA Docket No. CWA-09-2020-0011) be entered and that Respondent shall pay a civil penalty in the amount of \$95,208 and complete the Supplemental Environmental Project described in Paragraph 29 and Attachment A to this CA/FO by December 31, 2020, in accordance with the terms of this Consent Agreement and Final Order.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steven L. Jawgiel  
Regional Judicial Officer  
U.S. EPA, Region IX