UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 8

2007 SEP 20 PM 1:10
FILED
EPA REGION VIII
HEARING CLERK

Docket No. **CWA-08-2007-0022**

IN THE MATTER OF:	)	
	)	
Kerr-McGee Oil & Gas Onshore LP,	)	COMPLAINT AND CONSENT AGREEMENT
	)	
	)	
Respondent.	)	

COMPLAINT

GENERAL ALLEGATIONS

1. This is a civil administrative action commenced and concluded under the authority granted to the Administrator of the United States Environmental Protection Agency (EPA) by in section 309(g) of the Federal Water Pollution Control Act, commonly known as the Clean Water Act (CWA or the Act). 33 U.S.C. 1319(g), as properly delegated to the undersigned EPA officials. This proceeding is subject to EPA's "Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation or Suspension of Permits (Rules)," 40 C.F.R. part 22, and this simultaneous action is authorized by the rules. 40 C.F.R. § 22.13(b).

2. Respondent is Kerr-McGee Oil & Gas Onshore LP, a "person" within the meaning of the Act, and thus subject to regulation. 33 U.S.C. § 1362 (5).

3. Respondent owns, leases or otherwise controls property adjacent to the Hams Fork River located in Section 29, Township 20 North, Range 112 West, Lincoln County, Wyoming (site).

4. Respondent is the successor corporate entity of Westport Oil and Gas Company, L.P. (Westport) a limited partnership organized under the laws of the State of Delaware and authorized to conduct business in the State of Wyoming. Respondent Kerr-McGee Corporation has become a wholly-owned subsidiary of Anadarko Petroleum Corporation.

5. On December 27, 2005, EPA issued findings of violation and an administrative order for compliance (2005 AO) to Westport (EPA docket number CWA-08-2006-0008) alleging violations of the Act at the site.

6. Respondent is the successor-in-interest for the site and responsible for the violations alleged in the 2005 AO.

7. The 2005 AO is attached and incorporated by reference into this complaint and consent agreement.

CONSENT AGREEMENT

8. Respondent admits the jurisdictional allegations and neither admits nor denies the factual allegations stated above or in the 2005 AO.

9. Respondent waives its right to a hearing before any tribunal, to contest any issue of law or fact set forth in the Complaint or Consent Agreement.

10. This Consent Agreement, upon incorporation into a final order, applies to and is binding upon EPA and upon Respondent and Respondent's heirs, successors and assigns. Any change in ownership or corporate status of Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter Respondent's responsibilities under this agreement or the 2005 AO. This Consent Agreement contains all terms of the settlement agreed to by the parties.

11. Respondent agrees to comply with the 2005 AO and implement the restoration plan approved by EPA letter dated November 14, 2006.

12. The Act authorizes the administrative assessment of a civil penalty of up to $11, 500 per day, for each violation of the Act, up to a maximum of $157,500. 33 U.S.C. 1319(g)(2)(B). The Act requires EPA to take into account the following factors in assessing a civil penalty: the nature, circumstances, extent and gravity of the violation; Respondent's prior compliance history of such violations; Respondent's culpability for the violation; any economic benefit or savings gained from the violation; and other factors that justice may require.

13. As required by the Act, prior to the assessment of a civil penalty , EPA will provide public notice of the proposed penalty, and reasonable opportunity for people to comment on the matter. 33 U.S.C. 1319(g)(4).

14. Respondent consents and agrees to pay a civil penalty in the amount of $157,500, in the manner described below in this paragraph:

a. Payment is due within 30 calendar days from the date written on the final order, issued by the Regional Judicial Officer, that adopts this Consent Agreement. If the due date falls on a weekend or legal federal holiday, the due date is the next business day. The date the payment is made is considered to be the date of the deposit ticket (standard form 215) issued by the Mellon Bank described below. Payments must be received by 11:00 a.m. Eastern Standard Time to be considered as received that day.

b.. The payment shall be made by remitting a cashier's or certified check, including the name and docket number of this case, for this amount, payable to "Treasurer, United States of America," to:

For Regular Mail:

Mellon Bank
Lockbox 360859
Pittsburgh, PA 15251-6859

For Federal Express, Airborne, or other commercial carrier.:

U.S. EPA, 360859
Mellon Client Service Center Rm 154-0670
500 Ross Street
Pittsburgh, PA 15251-6859

For Wire Transfers:

Wire transfers must be sent directly to the Federal Reserve Bank in New York City with the following information:

ABA = 02103004
TREAS NYC/CTR/
BNF=/AC-**68010727**

A copy of the check shall be sent simultaneously to:

Kenneth Champagne
Section 404 Enforcement Officer
Technical Enforcement Program (8ENF-W)
U.S. EPA Region 8
1595 Wynkoop
Denver, CO 80202-1129

Tina Artemis
Regional Hearing Clerk (8RC)
U.S. EPA Region 8
1595 Wynkoop
Denver, CO 80202-1129

c. In the event payment is not received by the specified due date, interest accrues from the date of the final order, not the due date, at a rate established by the Secretary of the Treasury pursuant to 31 U.S.C. § 3717, and will continue to accrue until payment in full is received. (I.e., on the 1st late day, 30 days of interest accrues).

d. In addition, a handling charge of fifteen dollars ($15) shall be assessed on the 31st day from the date of the final order, and each subsequent thirty day period that the debt, or any portion thereof, remains unpaid. In addition, a six percent (6%) per annum penalty shall be assessed on any unpaid principal amount if payment is not received within 90 days of the due date (i.e., the 121st day from the date the final order is signed). Payments are first applied to handling charges, 6% penalty interest, late interest, and any balance is then applied to the outstanding principal amount.

e. Respondent agrees that the penalty shall never be claimed as a federal or other tax deduction or credit.

15. Nothing in this Consent Agreement shall relieve Respondent of the duty to comply with the Act and its implementing regulations.

16. Failure by Respondent to comply with any term of this Consent Agreement shall constitute a breach of the consent agreement and may result in referral of the matter to the Department of Justice for enforcement of this agreement and such other relief as may be appropriate.

17. Nothing in this Consent Agreement shall be construed as a waiver by the EPA or any other federal entity of its authority to seek costs or any appropriate penalty associated with any collection action instituted as a result of Respondent's failure to perform pursuant to the terms of this Consent Agreement.

18. The undersigned representative of Respondent certifies that he/she is fully authorized to enter into the terms and conditions of this Consent Agreement and to bind the party he/she represents to the terms and conditions of this Consent Agreement.

19. The parties agree to submit this Consent Agreement to the Regional Judicial Officer, with a request that it be incorporated into a final consent order.

20. Each party shall bear its own costs and attorney fees in connection with this matter.

21. This Consent Agreement, upon incorporation into a final consent order by the Regional Judicial Officer and full satisfaction by the parties, shall be a complete and full civil settlement of the specific violations alleged in the Complaint.

UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY, REGION 8,
Office of Enforcement, Compliance, and
Environmental Justice,
Complainant.

Date: 17 Sept. 2007 By: _____
David J. Janik, Supervisory Enforcement Attorney
Legal Enforcement Program (ENF-L)
1595 Wynkoop
Denver, CO 80202-1129

Date: 9/12/07 By: _____
Diane L. Sipe, Director
Technical Enforcement Program

Kerr-McGee Oil & Gas Onshore LP
Anadarko Petroleum Corporation

Date: 06 SEP 2007 By: _____
Title: GENERAL MGR-OPERATIONS

IN THE MATTER OF: KERR-MCGEE OIL & GAS ONSHORE LP

DOCKET NUMBER: CWA-08-2007-0022

CERTIFICATE OF SERVICE

I hereby certify that the original and a true copy of this COMPLAINT AND CONSENT AGREEMENT the docket number indicated above was hand-delivered to the Regional Hearing Clerk, EPA Region 8, 1595 Wynkoop Street Denver, Colorado 80202-1129.

And that a true copy of the same was sent by certified mail return receipt requested to:

Richard L. Waters, Esq.
Anadarko Petroleum Corporation
1999 Broadway, Suite 3700
Denver, Colorado 80202

9/20/07
Date

Judith M. McTernan
Judith M. McTernan