



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 10, 1200 Sixth Avenue, Suite 155, Seattle, Washington 98101
EXPEDITED SETTLEMENT AGREEMENT

Construction Stormwater Violations

Docket Number: CWA- 10-2025-0061 NPDES No. WAR313285

Penalty Amount: \$3,180 Inspection Date: September 16, 2024

BP Products North America ("Respondent") is a "person," within the meaning of Section 502(5) of the Clean Water Act ("Act"), 33 U.S.C. § 1362(5), and 40 C.F.R. § 122.2.

Attached is an "Expedited Settlement Offer Worksheet" ("Settlement Worksheet"), which is incorporated by reference. By its signature, Complainant ("EPA") finds that Respondent is responsible for the alleged violations specified in the Settlement Worksheet.

Respondent failed to comply with the condition(s) or limitation(s) of a duly issued permit pursuant to Section 402 of the Act, 33 U.S.C. § 1342, and Section 301(a) of the Act, 33 U.S.C. § 1311(a).

EPA finds, and Respondent admits, that Respondent is subject to Section 301(a) of the Act, 33 U.S.C. § 1311, and that EPA has jurisdiction over any "person" who "discharges pollutants" from a "point source" to "waters of the United States." Respondent neither admits nor denies the alleged violations specified in the Settlement Worksheet or this Expedited Settlement Agreement ("Agreement").

This Agreement constitutes a Consent Agreement and Final Order, which EPA is authorized to enter under the authority vested in the Administrator of EPA by Section 309(g)(2)(A) of the Act, 33 U.S.C. § 1319(g)(2)(A), and by 40 C.F.R. § 22.13(b). The parties enter into this Agreement to settle the civil violation(s) alleged in this Agreement for a penalty of \$3,180. Respondent consents to the assessment of this penalty and waives the right to: (1) contest the finding(s) specified in the Settlement Worksheet; (2) a hearing pursuant to Section 309(g)(2) of the Act, 33 U.S.C. § 1319(g)(2); and (3) appeal pursuant to Section 309(g)(8), 33 U.S.C. § 1319(g)(8). By signing this Agreement, Respondent 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 Agreement. Respondent also agrees to bear its own costs and attorney's fees related to this Agreement.

Additionally, Respondent certifies, subject to civil and criminal penalties for making a false statement to the United States Government, that the alleged violations identified in the Settlement Worksheet have been corrected. Respondent shall submit a written report and other documentation with this Agreement detailing the specific actions taken to correct the alleged violations cited herein.

This documentation may include monitoring, inspection and maintenance reports,

documentation of corrective actions, certification records, and other records required for compliance with permit documentation and recordkeeping conditions.

Respondent certifies that, within thirty (30) days after the effective date of the Final Order, Respondent will submit electronic payment via www.pay.gov or submit a bank, cashiers, or certified check, with case name and docket number noted, for the amount specified above, payable to the "Treasurer, United States of America," via certified mail, to:

Regional Hearing Clerk
U.S. EPA, Region 10
Fines and Penalties, Cincinnati Finance Center
In the Matter of: BP Products North America
Docket No.: CWA-10-2025-0061
P.O. Box 979077
St. Louis, MO 63197-9000

Respondent agrees that consistent with section 162(f)(1) of the Internal Revenue Code, 26 U.S.C. § 162(f)(1), it will not deduct the penalties paid under this Agreement for federal tax purposes.

This Agreement settles EPA's civil penalty claims against Respondent for the alleged Clean Water Act violation(s) specified in this Agreement. EPA does not waive its rights to take any enforcement action against Respondent for any other past, present, or future civil or criminal violation of the Act or of any other federal statute or regulation. EPA does not waive its right to issue a compliance order for any uncorrected alleged violation(s) described in the Settlement Worksheet. EPA has determined this Agreement to be appropriate.

Prior to requesting that an EPA Regional Judicial Officer issue the Final Order, EPA will provide a copy of the Agreement to the state of Washington for the purposes of consultation with Washington on the appropriateness of this Agreement. EPA will also provide public notice of this Agreement and a reasonable opportunity for public comment on it. EPA will address any comments on the Agreement in accordance with section 309(g)(1) and (4)(A) of the Act, 33 U.S.C. § 1319(g)(1) and (4)(A), and 40 CFR §§ 22.38 and 22.45.

This Agreement is binding on the parties signing below and becomes effective when the Final Order is executed and filed with the Regional Hearing Clerk pursuant to 40 C.F.R. § 22.31(b).

APPROVED BY RESPONDENT:

Name
(print): _____

Title
(print): _____

Signature: _____ Date: _____

APPROVED BY EPA:

Edward J. Kowalski, Director
Enforcement and Compliance Assurance Division

More than 40 days have elapsed since providing the Agreement to Washington and the issuance of public notice pursuant to Section 309(g)(1) and (4)(A) of the Act, 33 U.S.C. § 1319(g)(1) and (4)(A), and EPA has received no comments concerning this matter.

Katrina Chambon, Case Officer
Enforcement and Compliance Assurance Division

Having determined that this Agreement is authorized by law,
IT IS SO ORDERED:

Regional Judicial Officer
Region 10
U.S. Environmental Protection Agency

Expedited Settlement Offer Worksheet
Findings and Alleged Violations
*Consult instructions regarding eligibility criteria
and procedures prior to use*



Version: 2021 Washington State Construction Stormwater General Permit

LEGAL NAME AND MAILING ADDRESS OF OPERATOR		Telephone Number		NPDES Permit Number				
1	Brenda Donovan	(253) 285-1859		WAR313285				
	BP Products North America	Inspector Name:		Emily Siangkam				
	P.O. Box 6038	Inspector Agency:		EPA Region 10				
	Artesia, California 90702	Entrance Interview Conducted:		Yes				
		Exit Interview Conducted:		Yes				
		Exit Interview given to:		Mariah Murphy and Josh Smith				
		Exit Interview date / time:		September 16, 2024				
LOCATION AND ADDRESS OF SITE								
2	Delridge Arco AM PM							
	7301 Delridge Way SW							
	Seattle, Washington 98106							
FACILITY DESCRIPTION / CONTACT NAMES								
3	Name of Site Contact (ESO Worksheet recipient):		Jared Gallien					
	Name of Authorized Official (40 CFR 122.22):		Brenda Donovan					
	Inspection Date:		09/16/2024					
	Start Construction Date:		05/28/2024					
	Estimated Completion Construction Date:		10/02/2024					
	If Unpermitted, Number of Months Unpermitted:							
	Name of Receiving Water Body (Indicate whether 303(d) listed):		Longfellow Creek (303(d) listed for temperature, dissolved oxygen, E.coli and fecal coliform)					
	Acres Disturbed Acres for Whole Common Plan:		0.12 Acres 0.851 Acres					
	Operator Requested Rainfall Erosivity or TMDL Waiver (44 CFR 122.26(b)(15))							
	PERMIT COVERAGE	Findings	CGP Citation	RCA*	No. of Deficiencies	Multi-imply	Penalty Amount	Total
4	Operator discharged stormwater without a permit on one or more days during _____ months (# of months with an unauthorized discharge equals number of violations)		CWA.301; S1.B.1				\$600.00	\$0
	USE OF CATIONIC TREATMENT CHEMICALS (WHERE APPLICABLE)							
5	Proper notice was not provided for use of cationic treatment chemicals prior to submittal of the NOI. NOTE that this applies only to the failure to provide notice in the absence of a discharge to a storm drain or water.		S9.D.9.i				\$300.00	\$0
	PUBLIC NOTICE OF PERMIT COVERAGE							
6	A Notice not published as required. (If no sign/notice published, leave element B blank.)		S2.B				\$300.00	\$0
	B Notice was missing one or more elements required by the Permit. (Count each omission under B as one violation.)		S2.B.1-6				\$60.00	\$0
	SWPPP REVIEW							
7	No SWPPP prepared at time of inspection. (If no SWPPP, leave elements 8 - 21 blank)		S9				\$6,000.00	\$0
8	SWPPP prepared after construction start (# of months = # of violations with a maximum penalty of \$6,000). NOTE that elements 9 - 21 only apply to the months when the operator had a SWPPP. The maximum penalty for all SWPPP violations is \$6,000.		S3.B; S9				\$1,000.00	\$0
9	A SWPPP does not list all operators for the project site and the areas of the site over which each operator has control.		S9.B.1.a; S.9.B.1.d; S.9.B.2				\$600.00	\$0
	B SWPPP does not identify stormwater team and respective responsibilities.		S4.B.1.b; S4.B.3				\$300.00	\$0
10	SWPPP does not include:							
	A Description of the nature of construction activities.		S9.B.1.d; S9.B.2				\$120.00	\$0
	B The size of the property; the total area expected to be disturbed by the construction activities; the maximum area expected to be disturbed at any one time including onsite and offsite construction support activity areas.		S9.E; S9.E.4				\$120.00	\$0
	C A description of any onsite/offsite construction support activities.		S1.C.2; S9.E.6				\$600.00	\$0
	D A description and projected schedule for each portion of the site that includes all elements/dates required by the Permit. (Count each omitted category as one violation.)		S9.B.1.d; S9.B.2				\$300.00	\$0
	E A list and description of all pollutant-generating activities.		S9.B.2				\$300.00	\$0
	F Public Emergencies: Required information for public emergency situations. NOTE that operator has 30 days to complete SWPPP after commencing construction.		S5.F				\$300.00	\$0
11	Site Map							
	A Site map not included in SWPPP.		S9.E				\$600.00	\$0
	B Site map does not include all elements required by the Permit. (Count each omission as one violation up to \$600.)	During the 9/16/2024 inspection, the inspector observed that 1) the vicinity maps did not identify the receiving waters (Longfellow Creek) within one mile of the site. 2) The site maps did not identify the direction of stormwater flow before and after major grading activities 3) the map did not include the locations of all surface waterbodies and wetlands. These observations constitute three violations S9.E, S9.E.3 and S9.E.7 of the permit.	S9.E.1-11	x	3		\$60.00	\$180
12	SWPPP does not:							
	A Identify all authorized non-storm water discharges that will or may occur.		S9.E.8; S1.C.3				\$600.00	\$0
	B Describe the specific controls to be implemented to meet the effluent limits for erosion and sediment controls. (Count one violation for each missing control measure up to a maximum of \$900.)		S9.A.1; S9.D.4				\$300.00	\$0
	For each specific erosion and sediment control identified in the SWPPP, include all information required by the Permit. (Count 1 violation for each control with incomplete information.)		S9.D.4.a-f				\$100.00	\$0

	C	Describe the specific controls to be implemented to meet the effluent limits for pollution prevention. (Count one violation for each missing control measure up to a maximum of \$900.)	During the 9/16/2024 inspection, the inspector observed potable water flowing down the driveway of the property from an air/water station. The SWPPP did not discuss that the discharge from potable water must undergo dechlorination to a concentration of 0.1 parts per million or less and pH adjustment to within 6.5-8.5 standard units, if necessary. This observation constitutes one violation of S1.C.3 of the permit.	S9.A.2; S9.C.4; S9.D.9; S1.C.3	x	1			\$300.00	\$300
		For each specific pollution prevention control measure identified in the SWPPP, include all information required by the Permit. (Count each control with incomplete information as 1 violation.)		S9.D.9.a-j					\$100.00	\$0
	D	Describe the specific controls to be implemented to meet the effluent limits for construction dewatering.		S9.D.10					\$300.00	\$0
		For each specific dewatering control measure identified in the SWPPP, include all information required by the Permit. (Count each control with incomplete information as 1 violation.)		S9.D.10.a-d					\$300.00	\$0
	E	Document for sites affected by unforeseen circumstances that delay initiation and/or completion of Vegetative Stabilization the circumstances and the schedule for initiating and completing stabilization.		S9.D.5; S9.D.8					\$300.00	\$0
13	A	SWPPP does not describe the procedures for Inspection, Maintenance and Corrective Action.		S9.B.2; S9.D.12					\$600.00	\$0
	B	Description of Inspection, Maintenance and Corrective Action procedures does not include all information required by the Permit. (Count each applicable omission as one violation.)		S4.B.2.c.2; S4.B.4.g a-l; S9.B.1.e					\$120.00	\$0
14		SWPPP does not include documentation that required personnel were, or will be, trained in accordance with Permit requirements.		S4.B.1					\$300.00	\$0
15		Threatened and Endangered Species Act documentation is not included in SWPPP.		N/A					\$600.00	\$0
16		Historic Properties documentation is not included in SWPPP.		N/A					\$600.00	\$0
17		SWPPP does not document contacts, where applicable, with UIC regulatory authority regarding compliance with SDWA UIC Requirements for Certain Subsurface Stormwater Controls.		S3.D					\$600.00	\$0
18		SWPPP not signed/dated/certified.		S9.D.12.c					\$600.00	\$0
19		Copy of NOI and relevant correspondence, acknowledgement letter received from NeT, or Permit (can be electronic) not included as part of SWPPP. (Count each omission as one violation.)		S5.C					\$300.00	\$0
20		Copy of SWPPP is not retained on site or otherwise easily accessible.		S5.C; S5.G.1.c					\$600.00	\$0
21	A	SWPPP (including site map) has not been updated/modified as required by the Permit. (Count each omission as one violation.)		S9.D.12.c					\$60.00	\$0
	B	SWPPP modifications do not meet record keeping, approval or notification requirements. (Count each omission as 1 violation.)	During the 9/16/2024 inspection, the inspector identified that the SWPPP had not been updated since construction began on May 28, 2024. 1) The June 2024 discharge monitoring report (DMR) indicated a turbidity sample had reached 164 NTUs for the week of 6/3/2024. The SWPPP was not modified to show the silt fences were replaced with straw wattles. 2) The July 2024 DMR documented a corrective action that a silt fence needed replacing. None of the changes or maintenance actions are reflected in the sites maps, nor are the revisions in the SWPPP narrative.3) the SWPPP was not modified to include Mr. Dennis Lindelof as an CECSL inspector. t. These observations constitute three violations of S9.B.2 and S4.B1.b of the Permit.	S9.B.2; S4.B1.b	x	3			\$60.00	\$180
22	INSPECTIONS									
	A	Number of Inspections required if performed every 7 days:								
	B	Number of Inspections required if performed every 14 days:								
	C	If known, and if applicable, number of days of rainfall of > 0.25" :								
	D	Number of inspections required under a reduced frequency								
	E	TOTAL number of required inspections								
	F	TOTAL number of inspections conducted/documented								
23	A	All required inspections were not conducted and timely documented. (If NO inspections were conducted and documented, then leave elements 24-28 blank)		S4.B.1.b; S4.B.4					True or False	
	B	Inspections not performed and timely documented. (Count each failure to inspect and document as one violation.)		S4.B.2					\$300.00	\$0
24		Inspections not conducted by qualified personnel. (Count each inspection conducted without qualified personnel as one violation.)		S4.B					\$60.00	\$0
25		Areas to be inspected and signs and conditions to be checked for: Failed to inspect all required areas as identified in the Permit or to check for signs of erosion or sedimentation or to check for conditions that could lead to spills, etc. (Count each omission as one violation.)		S4.B.3					\$60.00	\$0
26		Site inspection report does not include all information required by the Permit. (Count each omission as one violation.)	During the 9/16/2024 inspection, the inspector identified 1) that the most recent inspection report dated September 4, 2024 does not include an implementation schedule for the remedial action for the incorrect installation of the silt dike (photos 28-29). 2) The report did not include a reliable method of contact for the inspector. These observations constitute two violations of S.4.B.4.j and S4.B.4.m of the permit.	S4.B.4.a-m	x	2			\$60.00	\$120
27	A	Inspection reports not properly signed/certified. (Count each failure to sign/certify as one violation.)		S4.B.4.m					\$60.00	\$0
	B	Copies of inspection reports have not been retained onsite or at easily accessible location.		S5.G.1.d					\$600.00	\$0
	BEST MANAGEMENT PRACTICES									
	General Maintenance Requirements:									
28	A	Failure to ensure that all stormwater controls are maintained and remain in effective operating condition (i.e., all routine maintenance -and corrective actions are-performed within the timeframes required by the Permit). (Count each failure to timely maintain each control as one violation.)	During the inspection on 9/16/2024 the inspector observed six sections of the silt fence in need of repair: 1) Two silt fences down on Delridge Way SW by the excavator (photo 9 in the inspection report), 2) Delridge Way SW (photo 10) 3) Facing north, toward the intersection of Delridge Way SW and SW Orchard Street (photo 11) 4) Facing north, toward the intersection of Delridge Way SW and SW Orchard Street (photo 12), 5) Facing the intersection of SW Orchard Street and Delridge Way SW (photo 13). Catch basin CB-2 was not cleaned or removed when sediment filled one-third of the available storage (photo 21). The EPA inspector observed the catch basin was half-filled with leaves and sediment. There was a gap in triangular silt dikes along the fence by the site entrance, where it was observed by the EPA inspector that sediment had made it past the dike and fence. These observations constitute eight violations of S9.D.7, S9.D.11, and S9.D.9.b of the permit.	S3.C.2; S9.D.11	x	8			\$300.00	\$2,400

	A <i>small business</i> is defined by EPA's Small Business Compliance Policy as: "a person, corporation, partnership, or other entity that employs 100 or fewer individuals (across all facilities and operations owned by the small business)." The number of employees should be considered as full-time equivalents on an annual basis, including contract employees (see 40 CFR 372.3). A full time employee unit is 2000 hours worked per year.							
Total Expedited Settlement:								\$3,180
ADJUSTMENT FOR REPEAT VIOLATOR:								
54	For Repeat Violators, the Expedited Settlement Amount should be adjusted upward using the appropriate Escalation Factor. Enter either 0.25 (1st time Repeat Violator) or 0.5 (2nd or more times) into Column G. Leave this row blank if this is not a Repeat Violator.	Adjustment for Repeat Violator:					\$3,180.00	\$0
Total Expedited Settlement Amount								\$3,180

*RCA: Requires Corrective Action