



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

**Construction Stormwater Violations**

Docket Number: CWA-10-2025-0106, NPDES No. WAR305872

Penalty Amount: \$3,000, Inspection Date: January 14, 2025

Granite Three, LLC ("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 \$3,000. 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](http://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: Granite Three, LLC**  
**Docket No.: CWA-10-2025-0106**  
**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.

\_\_\_\_\_  
Vanessa Oquendo, 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	Rob Hinton, Site Owner Contact					WAR305872		
	Granite Three, LLC					Jon Klemesrud		
	14010A NE 3rd Court, Suite 106					EPA		
	Vancouver, WA 98685					Yes		
			Exit Interview Conducted:			Yes		
LOCATION AND ADDRESS OF SITE			Exit Interview given to:			Tim Ritola		
2	Granite Highlands Subdivision		Exit Interview date / time:			1/14/2025 approx. 12:00PM		
	Parcels 130541-000 and 130545-000 (N 6th Street and N 10th Street)							
	Washougal, Washington 98671							
FACILITY DESCRIPTION / CONTACT NAMES								
3	Name of Site Contact (ESO Worksheet recipient):		Rob Hinton					
	Name of Authorized Official (40 CFR 122.22):		Rob Hinton					
	Inspection Date:		01/14/2025					
	Start Construction Date:		10/01/2024					
	Estimated Completion Construction Date:		12/30/2025					
	If Unpermitted, Number of Months Unpermitted:							
	Name of Receiving Water Body (Indicate whether 303(d) listed):		Washougal River					
	Acres Disturbed   Acres for Whole Common Plan:		45.5					
Operator Requested Rainfall Erosivity or TMDL Waiver (44 CFR 122.26(b)(15))								
PERMIT COVERAGE	Findings	CGP Citation	RCA*	No. of Deficiencies	Multi- ply	Penalty Amount	Total	
26	Site inspection report does not include all information required by the Permit. (Count each omission as one violation.)	15 site inspection reports reviewed did not include implementation schedule for remedial actions and BMP observations.	S4.B.4.a-m		15	X	\$60.00	\$900
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.)	(1) Check-dams installed along eastern drainage channel (along easternmost area of N LeBrun Blvd) were full and needed maintenance - Jan 14, 2025. (2) drainage channel in need of maintenance along N Z Circle - Jan 14, 2025; (3) construction road maintenance (need for BMPs) on eastern half of the site - Jan 14, 2025. Corrective actions for BMPs and controls not conducted within timeframes required by the Permit. 3 counts total	S3.C.2; S9.D.11		3	X	\$300.00	\$900
42	Failure to initiate and complete stabilization measures within the deadlines required by the Permit. (Count each failure as one violation.)	Observed areas were unstabilized – along NY Street and along the ecology block storage area (2 counts).	S9.D.8.b; S9.D.5; S9.D.11.b		2	X	\$600.00	\$1,200

		<b>SMALL BUSINESS EVALUATION</b>							
52		Is the Owner/Operator a Small Business?						Yes or No	
		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.						Yes	
<b>Total Expedited Settlement:</b>									<b>\$3,000</b>
		<b>ADJUSTMENT FOR REPEAT VIOLATOR:</b>							
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. <u>Leave this row blank if this is not a Repeat Violator.</u>	<b>Adjustment for Repeat Violator:</b>					X	\$3,000.00
<b>Total Expedited Settlement Amount</b>									<b>\$3,000</b>

\*RCA: Requires Corrective Action