

**FEDERAL FACILITY COMPLIANCE AGREEMENT
BETWEEN THE DEPARTMENT OF INTERIOR NATIONAL PARK SERVICE
AND THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

EPA Docket No. CWA-10-2025-0098

SECTION I. SCOPE AND PURPOSE

1. The express purpose of the undersigned Parties in entering into this Federal Facility Compliance Agreement (“FFCA” or “Agreement”) is to address exceedances of effluent limitations at the Paradise Wastewater Treatment Plant (“Facility”) in Mount Rainier National Park and further the goals of the Clean Water Act (“CWA”), 33 U.S.C. §§ 1251-1387. It is the objective of all provisions and obligations of this FFCA to cause the Permittee Department of Interior, National Park Service (“NPS”) to come into and remain in full compliance with all applicable Federal, state, and local laws and regulations governing the discharge of pollutants into waters of the United States, from the Facility as required by Section 313 of the CWA, 33 U.S.C. § 1323.

SECTION II. JURISDICTION

2. The United States Environmental Protection Agency (“EPA”) and the NPS enter into this FFCA pursuant to the CWA, 33 U.S.C. §§ 1251-1387, and Executive Order No. 12088, to achieve and maintain compliance with the CWA.

SECTION III. PARTIES

3. The Parties to this FFCA are the EPA and the NPS.
4. NPS officers, agents, contractors, employees, successors, assigns, and all persons, departments, agencies, firms, and corporations in active concert or participation with them will take all necessary steps to ensure compliance with the provisions of this FFCA.

The NPS shall give written notice of this FFCA to any prospective successor in interest.

At least ninety (90) calendar days prior to transfer of ownership or operation of the Facility, the NPS shall give written notice of such transfer or change in ownership or operation to the EPA Project Manager identified in Paragraph 55.

5. The undersigned representative of each Party to this FFCA certifies that s/he is fully authorized by the Party whom s/he represents to enter into the terms and conditions of the FFCA and to execute and legally bind that Party to it.

SECTION IV. FINDINGS OF FACT AND CONCLUSIONS OF LAW

6. For the purposes of this FFCA, the following constitutes a summary of the findings upon which this FFCA is based. The facts related herein shall not be considered admissions by any Party. This section contains findings of fact determined solely by the Parties and shall not be used by any person related or unrelated to this FFCA for purposes other than determining the basis of this FFCA.
7. Section 301(a) of the CWA, 33 U.S.C. § 1311(a), prohibits the discharge of any pollutant into the waters of the United States by any person except in accordance with other specified sections of the CWA, including Section 402, 33 U.S.C. § 1342.
8. Section 402(a) of the CWA, 33 U.S.C. § 1342(a), provides that the Administrator of EPA may issue permits under the National Pollutant Discharge Elimination System (“NPDES”) program for the discharge of any pollutant into the waters of the United States upon such specific terms and conditions as the Administrator may prescribe. Each violation of an NPDES permit, and each discharge of pollutant that is not authorized by

an NPDES permit, constitutes a violation of Section 301(a) of the CWA, 33 U.S.C. § 1311(a).

9. The EPA issued NPDES Permit WA0025569 (“Permit”) to the NPS authorizing, subject to the terms and conditions of the Permit, the discharge of pollutants from the Facility effective February 1, 2017, to January 31, 2022. The Permit has been administratively extended.
10. The Facility, which was under the NPS’s control at all times relevant to this Agreement, discharges treated domestic wastewater containing pollutants from the Facility’s single discharge point, Outfall 001, to the Nisqually River.
11. Table 1 of the Permit specifies effluent limitations and monitoring requirements for the Facility, which include Five Day Biochemical Oxygen Demand (“BOD₅”), Total Suspended Solids (“TSS”), pH, Fecal Coliform Bacteria and Total Ammonia as N.
12. On March 26, 2019, the EPA issued a Notice of Violation (“NOV”) to the NPS for violations of the Permit, including exceedances of effluent limitations at the Facility.
13. On August 30, 2022, the EPA inspected the Facility to determine the NPS’s compliance with the Permit and the CWA. On December 21, 2022, the EPA transmitted a copy of the inspection report to the NPS.
14. On January 24, 2024, the EPA sent the NPS a second NOV. The NOV identified forty-seven (47) exceedances of the effluent limitations in the Permit between February 2019 and November 2023. The Facility exceeded effluent limitations for BOD₅, pH, TSS, Ammonia, and Fecal coliform.

15. On March 21, 2024, the NPS provided a response to the NOV to EPA. The response included the cause of the effluent exceedances, measures taken to address the noncompliance, and proposed actions to prevent future violations. NPS identified the installation of additional grease traps, education of concession staff on proper disposal of food and grease and replacing the Facility with a new treatment facility as measures to prevent future violations.

SECTION V. COMPLIANCE PROGRAM

16. The NPS agrees to take any and all necessary steps to comply fully with the Permit as soon as practicable. For purposes of this Section, “Permit” also means any subsequent NPDES permits issued to the NPS for the Facility and/or the New Wastewater Treatment Facility until this FFCA is terminated. Such steps will include, but not be limited to, the activities outlined in this section. To the extent the Facility is able to achieve compliance more expeditiously than the timeframes set forth in this FFCA, the Facility shall do so.
17. The NPS agrees to complete the following steps under this FFCA:

Management of Fat, Oil and Grease

- a. By no later than **May 1, 2025**, the NPS shall update and begin implementing written Standard Operating Procedures (“SOP”) for properly handling, cleaning, and disposing fat, oil and grease (“FOG”). The updated SOP shall be consistent with current industry best management practices and shall be implemented at the Jackson Visitor Center and Paradise Inn. The NPS shall submit an electronic copy of the updated SOP to EPA no later than **May 1, 2025**.

- b. By no later than **May 12, 2025**, the NPS shall confirm that the SOP is being implemented and documented with a maintenance log to properly manage FOG at the Paradise Inn and Jackson Visitor Center.
- c. The NPS shall ensure that Rainier Guest Services (“RGS”) provides annual training to all concession staff on proper disposal of food and grease in accordance with the SOP before the beginning of each summer season. By no later than **June 1, 2025**, NPS shall verify that RGS provided the first annual training to all concession staff at the Paradise Inn and Jackson Visitor Center Food and Beverage (“JVC F&B”) operations on proper disposal of food and grease. In the event any new concession staff at the Paradise Inn or Jackson Visitor Center begins work after RGS provides the annual training, NPS shall require RGS to provide the new concession staff with training on proper disposal of food and grease within 10 days of beginning work. NPS shall require RGS to maintain records of staff trained.
- d. Because a change in procedures could alleviate the need to conduct ground-disturbing activity associated with installing a new grease trap in the Mount Rainier Historic Landmark District, the NPS will first work to address the FOG issues through changes in the SOP. The NPS shall work with RGS to determine the efficacy of SOP implementation at JVC F&B throughout the 2025 season. By no later than **November 15, 2025**, the NPS and RGS will determine if a grease trap is needed for the JVC F&B based upon efficacy review. If a grease trap is determined necessary,

NPS and RGS will work together to determine the appropriate sizing of a grease trap and will install a grease trap by no later than **May 1, 2026**.

- e. By no later than **November 15, 2025**, the NPS will complete an evaluation of the effectiveness of the implemented SOP and NPS will evaluate the need to implement additional corrective actions to manage FOG at the Paradise Inn.
- f. If additional corrective actions are recommended per the evaluation in Paragraph 17.e, by no later than **June 1, 2026**, the NPS shall implement corrective actions to manage FOG at the Paradise Inn, which may include updating mechanical and manual cleaning processes within the commercial kitchen, reviewing plumbing design to ensure it is to code, and coordinating with RGS on designing a potential grease trap replacement.

Wastewater Treatment and Collection System

- g. By no later than **June 1, 2026**, the NPS will clean the Facility's collection system in accordance with applicable sector-specific professional recommendations.
- h. NPS will complete the final design of the New Wastewater Treatment Facility by no later than **June 30, 2026**. The New Wastewater Treatment Facility will include plans to rehabilitate the existing collection system. The New Wastewater Treatment Facility will be designed to meet Permit effluent limits and requirements throughout the year. The design will include repairing the collection system to preserve pipe integrity, replacing crushed or failed piping, coating manholes and replacing or installing lift stations as needed.

- i. By no later than **July 31, 2026**, the NPS will issue a solicitation for the construction contract for the New Wastewater Treatment Facility.
- j. NPS will begin construction of the New Wastewater Treatment Facility by no later than **December 31, 2027**.
- k. By no later than **September 30, 2029**, the NPS will complete construction and commence operation of the New Wastewater Treatment Facility.
- l. By no later than **November 30, 2030**, the NPS will complete one full year of training of Facility staff on Permit terms and conditions and operation and maintenance of the New Wastewater Treatment Facility. Thereafter, NPS shall provide training to new Facility staff on Permit terms and conditions and operation and maintenance of the New Wastewater Treatment Facility within 30 days of beginning work at the New Wastewater Treatment Facility.
- m. By no later than **December 31, 2031**, NPS will demonstrate twelve consecutive months of compliance with the Permit terms and conditions.

SECTION VI. REPORTING AND SAMPLING

- 18. NPS shall submit a written status report to the EPA no later than sixty (60) calendar days after the end of each fiscal year quarter as long as this FFCA is in effect. The status report shall be submitted in addition to any other reporting or certification required under this FFCA or pursuant to law, regulation, or the Permit. The status report shall state and describe the cause of any failure to comply with this FFCA and at a minimum shall include: (1) the deadlines and other milestones which the Facility was required to meet

during the reporting period; (2) the progress it made toward meeting them; (3) the reasons for any noncompliance with this FFCA; and (4) a description of any matters relevant to the status of its compliance with this FFCA.

19. Notification to the EPA of any noncompliance with any provision of this FFCA or anticipated delay in performing any obligation under this FFCA shall not excuse the NPS's noncompliance or anticipated delay.
20. All reports, notifications, documentation, submissions, and other correspondence required to be submitted by this Agreement must be submitted to the EPA electronically to the extent possible. All electronic submissions must be sent to the EPA Project Manager identified in Paragraph 55. The subject line of all email correspondence must include the following: Paradise FFCA and the subject or title of the deliverable. All electronically submitted materials must be in final and searchable format, such as Portable Document Format ("PDF") with Optical Character Recognition ("OCR") applied.
21. If electronic submittal is not possible, the materials must be submitted by certified mail, return receipt requested. All certified mail submissions must be sent to the EPA Project Manager. Each notification or communication to the EPA sent by certified mail shall be deemed submitted on the date it is postmarked.
22. The NPS shall maintain records of each notification or communication, regardless of whether sent electronically or by mail, together with proof of mailing by certified mail, if applicable, for the duration of this FFCA.

23. All submissions provided pursuant to this Agreement shall be signed by a duly authorized representative of the NPS who has personal knowledge of the submission's contents.

Each submission shall be admissible as evidence in any proceeding to enforce this FFCA.

Each submission shall include the following certification:

"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."

SECTION VII. COMPLIANCE WITH OTHER LAWS AND REGULATIONS

24. Compliance with the terms of this FFCA in no way affects or relieves the NPS of its obligation to comply with all applicable requirements of the CWA and regulations promulgated thereunder, or other applicable requirements of Federal, state, or local law.

SECTION VIII. PERMIT OBLIGATIONS

25. This FFCA does not constitute a permit and does not relieve the NPS of any obligation to apply for or obtain new NPDES permits or comply with its existing NPDES Permit.

SECTION IX. RIGHT OF ENTRY

26. The EPA, its contractors, and other authorized representatives shall have the right to enter Facility to conduct any inspection, including but not limited to records inspection, sample testing, or monitoring they believe is necessary to determine the NPS's compliance with this FFCA.

SECTION X. DISPUTE RESOLUTION

27. In the event of any conflict involving violations of this FFCA, EPA and the NPS shall meet promptly and work in good faith in an effort to reach a mutually agreeable resolution of the dispute.
28. Except as specifically set forth elsewhere in this FFCA, if a dispute arises under this FFCA, the procedures of this Section shall apply. In addition, during the pendency of any dispute, the NPS agrees that it shall continue to implement those portions of this FFCA which are not in dispute.
29. The pendency of any dispute under this Section shall not affect the NPS's responsibility to perform the work required by this FFCA in a timely manner, except that the time period for completion of work affected by such dispute may, at the EPA's sole discretion, be extended for a period of time not to exceed the actual time taken to resolve any good faith dispute in accordance with the procedures specified herein. All elements of the work required by this FFCA which are not affected by the dispute shall continue and be completed in accordance with applicable schedule.
30. The Parties to this FFCA shall make reasonable efforts to informally resolve disputes at the Project Manager or immediate supervisor level. With respect to the EPA, "Project Manager" means the person identified in Paragraph 55 or any duly identified successor. With respect to the NPS, "Project Manager" means the person identified in Paragraph 55 or any duly identified successor.
31. Within fourteen (14) days after any action which leads to or generates a dispute, the NPS shall submit to the EPA a written statement of dispute setting forth the nature of the dispute, the NPS's position with respect to the dispute, and the information the NPS is relying upon to support its position. If the NPS does not provide such written statement

to the EPA within this fourteen (14) day period, the NPS shall be deemed to have agreed with the EPA's position with respect to the dispute.

32. Upon the EPA's receipt of the written statement of dispute from the NPS, the Parties shall engage in dispute resolution among the Project Managers and/or their immediate supervisors. The Parties shall have fourteen (14) days from the receipt by the EPA of the written statement of dispute to resolve the dispute. During this period, the Project Managers shall meet or confer as many times as necessary to discuss and attempt resolution of the dispute. If agreement cannot be reached on any issue within this fourteen (14) day period, the NPS may, within ten (10) days after the conclusion of the fourteen (14) days dispute resolution period, submit a written notice to the EPA elevating the dispute to the Dispute Resolution Committee ("DRC") for resolution. If the NPS does not elevate the dispute to the DRC within this ten (10) day period, the NPS shall be deemed to have agreed with the EPA's position with respect to the dispute.
33. The DRC will serve as a forum for resolution of disputes for which agreement has not been reached pursuant to the foregoing paragraphs in this Section. Following elevation of a dispute to the DRC, the DRC shall have thirty (30) days to unanimously resolve the dispute. The EPA's designated representative on the DRC is the Director, Enforcement and Compliance Assurance Division, EPA Region 10. The NPS's designated representative on the DRC is the Superintendent, Mount Rainier National Park, National Park Service. Delegation of the authority from a Party's representative on the DRC to an alternate shall be provided to the other Party within seven (7) days of delegation.
34. If unanimous resolution by the DRC is not achieved within this thirty (30) day period, a member of the DRC may, within twenty-one (21) days after the conclusion of the thirty (30) day dispute resolution period, submit a written Notice of Dispute to the Regional

Administrator of EPA Region 10 for final resolution of the dispute. In the event that the dispute is not elevated to the Regional Administrator of EPA Region 10 within the designated twenty-one (21) day period, the NPS shall be deemed to have agreed with the EPA DRC representative's position with respect to the dispute.

35. Within twenty-one (21) days of resolution of a dispute pursuant to the procedures specified in this Section, the NPS shall incorporate the resolution and final determination into the appropriate statement of work, plan, schedule, or procedures and proceed to implement this FFCA according to the amended statement of work, plan, schedule, or procedures.
36. Resolution of a dispute pursuant to this Section of the FFCA constitutes a final resolution of any dispute arising under this FFCA. The Parties shall abide by all terms and conditions of any final resolution of dispute obtained pursuant to this Section of the FFCA.

SECTION XI. FORCE MAJEURE

37. The NPS's obligations under the Compliance Program Section of this FFCA shall be performed as set forth in this FFCA unless performance is prevented or delayed by a force majeure event. For purposes of this FFCA, "force majeure" is defined as any event arising from causes beyond the control of the NPS or of entities controlled by the NPS, including but not limited to contractors and subcontractors, which could not be overcome by the due diligence of the NPS or the entities controlled by the NPS, which delays or prevents the performance of any obligation under this FFCA, including acts of God or war, labor unrest, and any judicial orders which prevent compliance with the provisions of this FFCA. Force majeure shall not include increased costs of performance of any activity required by this FFCA or the failure to apply for any required permits or

approvals or to provide all information required in a timely manner, nor shall it include the failure of contractors or employees to perform or the avoidable malfunction of equipment.

38. If the NPS is having difficulty meeting its obligations as set forth in this FFCA due to a force majeure event, it shall notify the EPA promptly by telephone of any change in circumstances giving rise to the suspension of performance or the nonperformance of any obligation under this FFCA. In addition, within fourteen (14) days of the occurrence of circumstances causing such difficulty, it shall provide a written statement to the EPA of the reason(s), the anticipated duration of the event and delay, the measures taken and to be taken to prevent or minimize the time and effects of failing to perform or delaying any obligation, and the timetable for the implementation of such measures. Failure to comply with the notice provisions shall constitute a waiver of any claims of force majeure. The NPS shall take all reasonable measures to avoid and/or minimize any such delay.
39. The burden of proving that any delay is caused by circumstances entirely beyond the control of the NPS shall rest with the NPS.

SECTION XII. MODIFICATIONS

40. The requirements, timetable, and deadlines under this FFCA may be modified upon receipt of a timely request for modification and when good cause exists for the requested modification. Any request for modification by the NPS shall be submitted in writing and shall specify: the requirement, timetable, or deadline for which a modification is sought; the length of the extension sought; the good cause for the extension; and any related requirement, timetable, deadline, or schedule that would be affected if the extension were granted.

41. Good cause exists for a modification when sought in regard to: a force majeure; a delay caused, or which is likely to be caused, by the grant of an extension in regard to another timetable and deadline or schedule; a delay caused by failure of a regulatory agency to perform its duties in a timely manner where regulatory action is necessary to proceed with construction and where the NPS has made a timely and complete request for action from the regulatory agency; and any other event or series of events that the Parties mutually agree constitutes good cause.
42. Within twenty-one (21) calendar days of receipt of a request for a modification, the EPA shall advise the NPS of its position on the request. If the EPA does not concur in the extension, it shall include in its statement of nonconcurrence an explanation of the basis for its position.

SECTION XIII. FUNDING

43. It is the expectation of the Parties to this FFCA that all obligations of the NPS arising under this FFCA, including any environmentally beneficial projects required, will be fully funded. The Superintendent of Mount Rainier National Park agrees to use every legally available mechanism to seek sufficient funding through the NPS budgetary process to fulfill its obligations under the FFCA.
44. Provisions herein shall not be interpreted to require obligations or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. In cases where funds are not available or payment or obligation of funds would constitute a violation of the Anti-Deficiency Act, the dates established requiring the payment or obligation of such funds shall be appropriately adjusted within the terms delineated in this FFCA.

45. If funds are not available to fulfill the NPS's obligations under this FFCA, the EPA reserves the right to initiate an action against any other person or to take any action which would be appropriate absent this agreement.

SECTION XIV. GENERAL PROVISIONS

46. This FFCA was negotiated and executed by the parties in good faith to ensure compliance with the law. No part of this FFCA constitutes or should be interpreted or construed as an admission of fact or of liability under Federal, state or local laws, regulations, ordinances, or common law or as an admission of any violations of any laws, regulations, ordinances, or common law. By entering into this FFCA, the NPS does not waive, other than as to the enforcement of this FFCA pursuant to the terms contained herein, any claim, right, or defense that it might raise in any other proceeding or action.
47. The undersigned representative of the NPS certifies that he or she is authorized to enter into the terms and conditions of this Agreement and to bind the NPS to this document.
48. Terms and conditions of this Agreement changed by an agreed upon modification shall be enforceable as changed.
49. The EPA and the NPS agree that the terms and conditions of this Agreement are enforceable as appropriate by any person pursuant to Section 505 of the Act, 33 U.S.C. § 1365. Nothing in this agreement shall be deemed to waive the sovereign immunity of the United States beyond what is already provided in the CWA.
50. If any provision of this FFCA or the applications of this FFCA to any party or circumstance is held by any judicial or administrative authority to be invalid, the

application of such provisions to other parties or circumstances and the remainder of the FFCA shall remain in force and shall not be affected thereby.

51. The effective date of this FFCA shall be the date on which it is signed by the last signatory.
52. The FFCA shall be effective if signed in counterparts.
53. In computing any period of time described as “days” herein, all references to “days” refer to “calendar days.” The last day of a time period shall be included, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day that is not a Saturday, a Sunday, or a legal holiday.
54. This FFCA shall terminate once the NPS has met all of its obligations in Section V herein, as determined by the mutual consent of the Parties and evidenced in writing.

SECTION XIV. DESIGNATED PROJECT MANAGERS

55. The contact information for the Project Manager for the EPA is:

Vanessa Oquendo
Environmental Enforcement and Compliance Officer
Oquendo.Vanessa@epa.gov
1200 Sixth Avenue, Suite 155, ECAD 20-C04
Seattle, Washington 98101
206-553-0201

56. The contact information for the Project Manager for the NPS is:

Colby Mackley
Facility Co-Manager/Project Team Supervisor
colby_mackley@nps.gov
55210 238th Avenue East
Ashford, WA 98304
360-569-6717

EDWARD J. KOWALSKI
Director
Enforcement and Compliance Assurance Division
EPA Region 10

DATE

GREGORY DUDGEON
Superintendent
Mount Rainier National Park
National Park Service

DATE