

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8

Received by
EPA Region VIII
Hearing Clerk

IN THE MATTER OF:)	
)	Docket No. CWA-08-2023-0006
Blackfeet Tribe of the Blackfeet Indian)	
Reservation of Montana)	
PO Box 850)	
Browning, MT 59417-850)	
Respondent.)	CONSENT AGREEMENT

I. INTRODUCTION

1. This is an administrative penalty assessment proceeding pursuant to sections 22.13(b) and 22.18(b)(2) and (3) of the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits* (Consolidated Rules of Practice), as codified at 40 C.F.R. part 22.
2. The Blackfeet Tribe of the Blackfeet Indian Reservation of Montana (Respondent), through its Blackfeet Environmental Office, owns and/or operates the Starr School Lagoon Wastewater Treatment Facility (Starr School Facility) located on the Blackfeet Indian Reservation of Montana (Reservation), which was formerly operated by Blackfeet Solid Waste and Utilities Management, a Tribal entity.
3. EPA and Respondent, having agreed settlement of this action is in the public interest, consent to the entry of this consent agreement (Agreement) without adjudication of any issues of law or fact herein, and Respondent agrees to comply with the terms of this Agreement.

II. JURISDICTION

4. This Agreement is issued under the authority vested in the Administrator of the EPA by section 309 of the Clean Water Act (Act), 33 U.S.C. § 1319. The undersigned EPA official has been duly authorized to institute this action.
5. The Regional Judicial Officer is authorized to approve this Agreement with a final order. 40 C.F.R. §§ 22.4(b) and 22.18(b).
6. The final order approving this Agreement simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).

III. GOVERNING LAW

7. Section 301(a) of the CWA, 33 U.S.C. § 1311(a), prohibits, among other things, the discharge of any pollutant by any person into navigable waters, unless authorized by certain other provisions of the CWA, including section 402 of the CWA, 33 U.S.C. § 1342.

8. Section 402 of the CWA, 33 U.S.C. § 1342, establishes a National Pollutant Discharge Elimination System (NPDES) program under which EPA may authorize discharges into navigable waters, subject to specific terms and conditions.
9. Wastewater is a “pollutant” within the meaning of section 502(6) of the CWA, 33 U.S.C. § 1362(6).
10. Effective January 1, 2016, EPA issued the NPDES General Permit for Wastewater Lagoons in Indian Country MTG589### (2016 Lagoons General Permit) authorizing, in part, operators of wastewater treatment lagoons located on the Reservation to discharge to waters of the United States in accordance with the conditions set forth in the General Permit. This 2016 Lagoons General Permit expired on December 31, 2020.
11. Effective April 1, 2022, EPA issued the NPDES General Permit for Wastewater Lagoons in Indian Country MTG589### (2022 Lagoons General Permit) authorizing, in part, operators of wastewater treatment lagoons located on the Reservation to discharge to waters of the United States in accordance with the conditions set forth in the 2022 Lagoons General Permit.
12. Permittees under the 2016 and 2022 Lagoons General Permit must comply with all conditions of the permit. 40 C.F.R. § 122.41(a).

IV. STIPULATED FACTS AND CONCLUSIONS OF LAW

13. Respondent is a federally-recognized tribe under section 104 of the Federally Recognized Indian Tribe List Act, now codified at 25 U.S.C. § 5131 and 88 Fed. Reg. 2112 (January 12, 2023).
14. Respondent is a “municipality” as defined by section 502(4) of the Act, 33 U.S.C. § 1362(4), and 40 C.F.R. § 122.2, for federal enforcement purposes.
15. Respondent is a “person” as that term is defined in section 502(5) of the CWA, 33 U.S.C. § 1362(5), and 40 C.F.R. § 122.2, for federal enforcement purposes.
16. Respondent provides wastewater treatment services to the communities located within the exterior boundaries of the Reservation.
17. Respondent operates and maintains wastewater treatment facilities on the Reservation.

Starr School Facility

18. Respondent operates and maintains the Starr School Facility.
19. The Starr School Facility is a wastewater treatment facility consisting of a sanitary sewer collection system and wastewater treatment lagoons.
20. The Starr School Facility is a “point source” within the meaning of section 502(14) of the CWA, U.S.C. § 1362(14) and 40 C.F.R. § 122.2.
21. The Starr School Facility discharges wastewater into an unnamed tributary of Cut Bank Creek.

22. The unnamed tributary of Cut Bank Creek flows into Cut Bank Creek, which flows into the Marias River, a tributary of the Missouri River.
23. The Missouri River and its tributaries listed above constitute “waters of the United States” within the meaning of 40 C.F.R. § 122.2 and, therefore, are navigable waters within the meaning of section 502(7) of the CWA, 33 U.S.C. § 1362(7).
24. On December 6, 2016, the EPA issued the Starr School Facility coverage authorization under the 2016 Lagoon General Permit under permit number MTG589101. This coverage began on December 6, 2016, and expired on December 31, 2020.
25. The Starr School Facility’s coverage under the 2016 Lagoon General Permit required Respondent:
 - a. to keep the dikes mowed on a regular basis during the growing season or as needed (e.g., keep growth below 6" in height), Permit Part 6.5.5;
 - b. to promptly remove burrowing animals from the dikes and promptly repair damage to the dikes caused by burrowing animals, General Permit Part 6.5.2 and 6.5.3; and
 - c. to inspect on at least a weekly basis and maintain records of the inspections, General Permit Part 4.3.
26. The 2016 Lagoon General Permit authorized no discharge from this Facility except in accordance with the bypass provisions of 2016 Lagoon General Permit Part 4.1.
27. The 2016 Lagoon General Permit required Respondent to report noncompliance to EPA within 24 hours. 2016 Lagoon General Permit Parts 5.8.1 through 5.8.3.
28. The 2016 Lagoon General Permit required self-monitoring and reporting of unauthorized discharges. 2016 Lagoon General Permit Parts 4.2 and 5.4.3.
29. On May 17, 2017, an EPA Inspector and EPA contractor (Inspectors) conducted an inspection of the Starr School Facility, during which the Inspectors had conversations with employees at the Starr School Facility, made field observations, performed a document review, and reviewed information from the EPA’s Integrated Compliance Information System (ICIS).
30. During the May 17, 2017 inspection at the Starr School Facility, the Inspectors observed and gathered evidence of the following:
 - a. There was overgrown vegetation on the dikes surrounding each cell;
 - b. Animal burrows were present in the berms; and
 - c. Weekly inspections were not being performed and recorded.
31. During the May 17, 2017 inspection, the Starr School Facility’s operator informed the Inspectors the Starr School Facility discharges four to five times a year.

32. On September 3, 2019, EPA and the Blackfeet Solid Waste and Utilities Management filed a negotiated Administrative Order on Consent with the Regional Judicial Officer, wherein the Respondent Blackfeet Solid Waste and Utilities Management and any successor in interest, including the Respondent Blackfeet Tribe here, agreed to perform the actions listed in paragraphs 25 through 28, which Respondent Blackfeet Tribe had not performed since EPA's inspection on May 17, 2017.
33. Beginning on October 13, 2020, Respondent submitted documentation to EPA that Respondent began inspecting the Starr School Facility on a weekly basis and maintaining records of the inspections for the time period from August 1, 2020, to December 31, 2021, pursuant to Part 4.3 of permit number MTG589101. Respondent has not submitted documentation to EPA of inspections or recordkeeping for January 2022 to present.
34. On December 7, 2020, the EPA issued a letter providing notice that the Starr School Facility will continue to be covered under the administratively continued 2016 Lagoons General Permit until a renewed Lagoons General Permit is effective.
35. On March 18, 2022, the EPA issued an email to all currently covered facilities, with a copy of the application (Notice of Intent (NOI)) for coverage under the 2022 Lagoons General Permit, and a copy of the NOI submission instructions. The EPA email stated "the application period to reapply for coverage under the [2022 Lagoons General Permit] is April 1, 2022, through June 30, 2022. Failure to submit an NOI by the deadline may result in a gap in permit coverage."
36. Effective April 1, 2022, EPA issued the NPDES General Permit for Wastewater Lagoons in Indian Country MTG589### (2022 Lagoons General Permit) authorizing, in part, operators of wastewater treatment lagoons located on the Reservation to discharge to waters of the United States in accordance with the conditions set forth in the 2022 Lagoons General Permit.
37. Starr School Facility did not submit an NOI by required date of June 30, 2022.
38. On July 20, 2022, an EPA Inspector conducted an inspection of the Starr School Facility, during which the Inspector had conversations with employees at the Starr School Facility, made field observations, performed a document review, and reviewed information from the EPA's Integrated Compliance Information System (ICIS).
39. During the July 20, 2022 inspection at the Starr School Facility, the Inspector observed and gathered evidence of the following:
 - a. There was overgrown vegetation on the dikes surrounding each cell;
 - b. Animal burrows were present in the berms;
 - c. Weekly inspections were not being performed and recorded;
 - d. Treatment and control equipment (permitter fencing and the lagoon cell 1 mixer) were not being maintained; and

- e. Trucked or hauled pollutants were entering the lagoon at locations other than the designated location.
- 40. The Tribe submitted an NOI application to EPA on November 7, 2022, and EPA issued Starr School coverage under the 2022 Lagoons General Permit on December 21, 2022.
- 41. Despite ongoing correspondence with EPA, Respondent has not submitted documentation to EPA that it mowed the dikes at the Starr School Facility, pursuant to Part 6.5.5 of permit number MTG589101.
- 42. Despite ongoing correspondence with EPA, Respondent has not submitted documentation to EPA that it removed the burrowing animals from the Starr School Facility's dikes and promptly repaired the associated damage, pursuant to Parts 6.5.2 and 6.5.3 of permit number MTG589101.

V. VIOLATIONS OF LAW

Starr School Facility

- 43. As observed during the May 17, 2017 and July 20, 2022 inspections of the Starr School Facility, Respondent has failed to keep the Starr School Facility's dikes mowed on a regular basis during the growing season or as needed (e.g., keep growth below 6" in height), which is an ongoing violation of Part 6.5.5 of the 2016 Lagoon General Permit and the CWA.
- 44. As observed during the May 17, 2017 and July 20, 2022 inspections of the Starr School Facility, Respondent has failed to promptly remove burrowing animals from the dikes at the Starr School Facility and promptly repair damage to the dikes caused by burrowing animals, which is an ongoing violation of Parts 6.5.2 and 6.5.3 of the 2016 Lagoon General Permit and the CWA.
- 45. From December 6, 2016, to May 17, 2017, from March 1, 2019, to July 31, 2020, and from January 1, 2022, to present, Respondent failed to inspect the Starr School Facility on a weekly basis and maintain records of the inspections, which is an ongoing violation of Part 4.3 of the 2016 Lagoon General Permit, the September 2019 Administrative Order on Consent, and the CWA.

VI. TERMS OF CONSENT AGREEMENT

- 46. For the purpose of this proceeding, Respondent:
 - a. admits the jurisdictional allegations in section II of this Agreement;
 - b. admits to the stipulated facts and conclusions of law stated in section IV of this Agreement;
 - c. does not admit to the alleged violations of law in section V of this Agreement;
 - d. consents to the assessment of a civil penalty as stated below;
 - e. acknowledges this Agreement constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;
 - f. waives any right to contest any final order approving this Agreement; and

- g. waives any rights it may possess at law or in equity to challenge the authority of EPA to bring a civil action in a United States District Court to compel compliance with the Agreement or Order, or both, and to seek an additional penalty for such noncompliance, and agrees that federal law will govern in any such civil action.

47. Section 309, 33 U.S.C. § 1319, authorizes EPA to assess a civil penalty in this matter.

48. In determining the amount of the penalty to be assessed, EPA considered the nature, circumstances, extent and gravity of the violations, and, with respect to Respondent, ability to pay, any prior history of such violations, the degree of culpability, economic benefit or savings (if any) resulting from the violation, and such other matters as justice required, in accordance with section 309, 33 U.S.C. § 1319.

49. Based on the Violations of Law, and after consideration of the statutory factors in paragraph 48 above, EPA has determined a civil penalty of **\$8,790.25** is appropriate to settle this matter.

50. Penalty Payment. Respondent agrees to:

- a. pay a civil penalty in the amount of **\$8,790.25** within 30 calendar days of the Effective Date of this Agreement;
- b. pay the civil penalty using any method provided on the following website <https://www.epa.gov/financial/makepayment>;
- c. identify each and every payment with the docket number that appears on the final order,
- d. within 24 hours of payment, email proof of payment to Lisa-kay Prideaux and Matt Castelli at prideaux.lisakay@epa.gov and castelli.mathew@epa.gov (“proof of payment” means, as applicable, a copy of the check, confirmation of credit card or debit card payment, confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate payment has been made according to EPA requirements, in the amount due, and identified with the docket number that appears on the final order).

51. If Respondent fails to timely pay any portion of the penalty assessed under this Agreement, EPA may:

- a. request the Attorney General to bring a civil action in an appropriate district court to recover: the amount assessed; interest at rates established pursuant to 26 U.S.C. § 6621(a)(2); the United States’ enforcement expenses;
- b. assess a quarterly nonpayment penalty for each quarter during which such failure to pay persists, 33 U.S.C. § 1319(g)(9);
- c. refer the debt to a credit reporting agency or a collection agency, 40 C.F.R. §§ 13.13, 13.14, and 13.33;
- d. collect the debt by administrative offset (i.e., the withholding of money payable by the United States to, or held by the United States for, a person to satisfy the debt the person owes the

Government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, 40 C.F.R. part 13, subparts C and H; and

- e. suspend or revoke Respondent's licenses or other privileges or suspend or disqualify Respondent from doing business with EPA or engaging in programs EPA sponsors or funds, 40 C.F.R. § 13.17.
52. Consistent with section 162(f)(1) of the Internal Revenue Code, 26 U.S.C. § 162(f)(1), Respondent will not deduct penalties paid under this Agreement for federal tax purposes.
53. This Agreement applies to Respondent and its officers, directors, employees, agents, trustees, authorized representatives, successors, and assigns. Respondent must give written notice and a copy of this Agreement to any successors-in-interest prior to transfer of any interest in the Starr School Facility. Any change in ownership or control of the Starr School Facility, including but not limited to, any transfer of assets or real or personal property will not alter Respondent's responsibilities under this Agreement.
54. The undersigned representative of Respondent certifies he or she is fully authorized to execute and enter into the terms and conditions of this Agreement and has the legal capacity to bind the party he or she represents to this Agreement.
55. Except as qualified by paragraph 51, each party will bear its own attorney's fees, costs, and disbursements incurred in this proceeding.
56. Respondent agrees to inspect the Starr School Facility on a weekly basis, maintain records of the inspections, send documentation to EPA by July 1, 2023.
57. Respondent agrees to submit documentation to EPA by July 1, 2023, that Respondent mowed the dikes at the Starr School Facility, pursuant to Part 6.5.5 of permit number MTG589101.
58. Respondent agrees to submit documentation to EPA by July 1, 2023, that Respondent removed the burrowing animals from the Starr School Facility's dikes and promptly repaired the associated damage, pursuant to Parts 6.5.2 and 6.5.3 of permit number MTG589101.

VII. SUPPLEMENTAL ENVIRONMENTAL PROJECT

59. In response to the violations alleged in this Agreement and in settlement of this matter, although not required by the Act or by any other applicable laws, Respondent must complete the supplemental environmental project (SEP) described in this Agreement, which the parties agree is intended to secure significant environmental or public health protection and improvement.
60. The SEP must meet the following requirements:
 - a. The SEP will consist of reducing pollution by funding infrastructure that will reduce sanitary sewer overflows in wastewater collection systems and improve the treatment ability of wastewater treatment systems on the Reservation. Respondent will purchase and install four upgraded pumps, two in each the north and south wet wells in the Heart Butte community on the Reservation. Existing pumps will be replaced with two 4-inch and two 3-inch Deming pumps,

which are “grinder pumps” that can reliably function when residential or industrial solids are inappropriately disposed into the wastewater collection system. In addition, Respondent will purchase a portable trash pump and 50-foot hose. This will improve Respondent’s capacity to respond to emergency events or maintenance needs.

- b. The SEP will be completed by one year from the Effective Date of this Agreement;
 - c. Respondent’s total expenditure for the SEP must be no less than thirty-five thousand, seven hundred and nine dollars and seventy five cents (\$35,709.75); and
 - d. All work required to complete the SEP must be performed in compliance will all applicable laws and regulations.
61. Respondent has elected to fund third-party contractors to assist in the implementation of the SEP. Respondent has represented to the EPA that the third-party contractors have experience in the type of activities to be performed under the SEP. Respondent is responsible for ensuring the that entities performing any portion of the SEP comply with all applicable terms of this Agreement.
62. Respondent has selected the residents of the Blackfeet Reservation, including members of the Blackfeet Indian Tribe and other wastewater system users, as the beneficiaries of the SEP.
63. Respondent certifies that, as of the date of this Agreement:
- a. All cost information provided to the EPA in connection with the EPA’s approval of the SEP is complete and accurate and that Respondent in good faith estimates the cost to implement the SEP is at least \$35,709.75;
 - b. Respondent is not required to perform or develop the SEP by any applicable 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. The SEP is not a project that Respondent was planning or intending to construct, perform, or implement other than in settlement of the claimed resolved in this Agreement;
 - d. Respondent has not received and will not receive credit for the SEP in any other enforcement action;
 - e. Respondent will not receive any reimbursement for any portion of the SEP from any other person or entity;
 - f. For federal income tax purposes, Respondent agrees that it will neither capitalize into inventor basis nor deduct any costs or expenditures incurred in performing the SEP;
 - g. Respondent is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as the SEP; and

- h. Respondent will not engage any third party contractor to perform work under the SEP that is a party to an open federal financial assistance transaction that is funding or could fund the same activity as the SEP.
64. Any public statement, oral or written, in print, film, or other media made by Respondent making reference to the SEP under this Agreement must include the following language: “This project was undertaken in connection with the settlement of an enforcement action, *In the Matter of Blackfeet Indian Tribe*, taken by the United States Environmental Protection Agency to enforce federal laws.”
65. Respondent must provide the EPA with Quarterly Reports describing the actions Respondent has taken to meet its obligations under the SEP. The first Quarterly report will cover the third quarter of 2023, with each quarterly report due ten (10) days after the end of each calendar quarter (e.g., October 10, 2023 for the third quarter of 2023, etc.). The reports must include, at a minimum, a detailed update on the progress of the SEP, including a description of activities completed, milestones met during the reporting period, potential setbacks, documentation of expenditures made in implementation of the SEP, and those activities scheduled for the next reporting period. The Quarterly Reports must be submitted to Lisa-kay Prideaux at prideaux.lisakay@epa.gov.
66. Within thirty (30) days after completion of the SEP, Respondent must submit a SEP Completion Report to Lisa-kay Prideaux at prideaux.lisakay@epa.gov. The SEP Completion Report must contain the following information:
- a. A detailed description of the SEP as implemented, including a description of any problems encountered in completing the SEP and the associated solutions;
 - b. An itemized list with documentation (including invoices and/or purchase orders) of all of Respondent’s SEP expenditures;
 - c. A description of the specific environmental and/or public health benefits resulting from implementation of the SEP; and
 - d. A certification by Respondent that the SEP has been fully implemented pursuant to the provisions of this Agreement.
67. The SEP Completion Report must include the following certification, to be signed by an officer of Respondent:
- a. I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.
68. After receiving the SEP Completion Report, the EPA will notify Respondent, in writing, (i) regarding any deficiencies in the SEP Completion Report itself, along with a grant of an additional thirty (30) days for Respondent to correct any deficiencies in the SEP Completion Report itself; or

(ii) indicate that the EPA concludes that the SEP has been completed satisfactorily; or (iii) determine that the SEP has not been completed satisfactorily.

69. If the EPA elects to exercise option (i) in paragraph 68, i.e. the EPA determines that the SEP Completion Report is deficient but the EPA has not made a final determination about the adequacy of the SEP completion itself, the EPA will permit Respondent the opportunity to object in writing to the notification of deficiency from the EPA within fourteen (14) days of receipt of such notification. The EPA and Respondent will have an additional thirty (30) days from the EPA's receipt of such notification of objection to reach agreement on changes necessary to the SEP Completion Report. If the EPA and Respondent cannot reach agreement on any such issue within this 30-day period, the EPA will provide a written statement of its decision on the adequacy of the SEP to Respondent, which decision will be final and binding upon Respondent.
70. In the event Respondent fails to comply with any term or provision of this Agreement relating to the performance of the SEP and/or to the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP described in this Agreement, Respondent will be liable for stipulated penalties according to the provisions set forth below:
- a. The EPA will determine whether the SEP has been satisfactorily completed and whether Respondent has made a good faith, timely effort to implement the SEP.
 - b. If Respondent fails to timely and completely submit the Quarterly Reports or the SEP Completion Report—or fails to complete the SEP itself—by the dates required by this Agreement, Respondent will be liable for and must pay a stipulated penalty in the amount of \$100.00 for each day after the due date until the applicable requirement is met.
 - c. If the EPA determines that Respondent have not completed the SEP satisfactorily and in a timely manner pursuant to the requirements set forth in this Agreement, Respondent will be liable for and must pay a stipulated penalty to the United States in the amount of \$35,709.75, minus the amount that Respondent can demonstrate it spent on the SEP. The EPA may, in the unreviewable exercise of its discretion, decide whether to seek daily penalties under paragraph 70(b) or a lump sum penalty under this paragraph.
 - d. Respondent must pay any stipulated penalties not more than fifteen (15) days after receipt of written demand by the EPA for such penalties. Method of payment must be in accordance with the provisions set forth in paragraph 50 above.
 - e. The EPA may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this Agreement.
71. Respondent must maintain legible copies of documentation for the SEP Completion Report and for any other information submitted to the EPA relating to this SEP for five years after the SEP's completion and must provide the EPA with copies of such documentation within fourteen days of any request from the EPA for this documentation.

VIII. EFFECT OF CONSENT AGREEMENT

72. In accordance with 40 C.F.R. § 22.18(c), completion of the terms of this Agreement resolves only Respondent's liability for federal civil penalties for the violations specifically alleged above.
73. The terms, conditions, and compliance requirements of this Agreement may not be modified or amended except upon the written agreement of both parties, and approval of the Environmental Appeals Board/ Regional Judicial Officer, or other delegatee.
74. Any violation of this Agreement, and subsequently issued final order approving this Agreement, may result in a civil judicial action for an injunction or civil penalties of up to \$59,973 per day per violation, or both, as provided in section 309, 33 U.S.C. §1319, and adjusted for inflation pursuant to 40 C.F.R. part 19. EPA may use any information submitted under this Agreement in an administrative, civil judicial, or criminal action.
75. Nothing in this Agreement will relieve Respondent of the duty to comply with all applicable provisions of the Act and other federal laws, nor will it restrict EPA's authority to seek compliance with any applicable laws or regulations, nor will it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit.
76. Nothing herein will be construed to limit the power of EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment.
77. If and to the extent EPA finds, after signing this Agreement, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to EPA, EPA reserves any and all of its legal and equitable rights.
78. Respondent and Complainant consent to electronic service of the Agreement and Final Order at the following email addresses: dkline@blackfeetnation.com and castelli.matthew@epa.gov.

IX. PUBLIC NOTICE

79. As required by section 309(g)(2)(B) of the CWA, 33 U.S.C. § 1319(g)(2)(B), and 40 C.F.R. § 22.45, EPA will provide public notice and a reasonable opportunity to comment on the penalty that Respondent has agreed to pay in this matter. EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate this Agreement is improper or inadequate.

X. EFFECTIVE DATE

80. This Agreement will become effective on the date indicated in the final order.

**UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY REGION 8,**

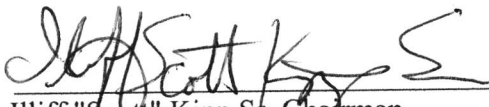
Date: _____

By: _____
Suzanne J. Bohan, Director
Enforcement and Compliance Assurance Division

Complainant.

**BLACKFEET TRIBE OF THE BLACKFEET INDIAN
RESERVATION OF MONTANA,
Respondent.**

Date: 5-9-23

By:  _____
Illiff "Scott" Kipp Sr. Chairman
Blackfeet Tribe