

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 8

2014 SEP 24 PM 2:59

FILED  
EPA REGION VIII  
HEARING CLERK

In the Matter of:

**Breentag, North America**  
**DBA: Coastal Chemical Co. LLC.**

**Respondent.**

DOCKET NO. : CWA-08-2014-0034

EXPEDITED CONSENT  
AGREEMENT

1. Pursuant to 40 C.F.R. § 22.13(b), Complainant, the United States Environmental Protection Agency, Region 8 (EPA), and Breentag, North America, dba Coastal Chemical Co. LLC., (Respondent) by their undersigned representatives, under the terms of this Expedited Consent Agreement (Agreement), hereby settle the civil cause of action arising out of violations of the Spill Prevention, Control and Countermeasure (SPCC) Plan regulations, and agree as follows:
2. The Clean Water Act (the Act), as amended, 33 U.S.C. § 1321(b)(6), authorizes the Administrator of EPA to assess administrative penalties against any person who violates the SPCC regulations, promulgated at 40 C.F.R. Part 112 under section 311(j) of the Clean Water Act, 33 U.S.C. § 1321(j). This authority has been properly delegated to the undersigned EPA official.
3. Respondent owns and/or operates the Coastal Chemical Co. LLC., Facilities located at 5138 West Yellowstone Highway (the Office Facility) and at Bernard and Gehring Streets (the Warehouse Facility) in Casper, Natrona County, Wyoming 82604 (Lat: 42.8574, Long: -106.3931).

4. Respondent is a corporation operating in the State of Wyoming and therefore a “person” pursuant to section 502(5) of the Clean Water Act, 33 U.S.C. §1362(5).
5. The Office Facility located at 5138 West Yellowstone Highway, Casper, Wy is approximately 2,500 ft. west of Casper Creek. Discharges from this facility will flow eastward via a culvert under the West Yellowstone Highway to Casper Creek. The Warehouse Facility located at Bernard and Gehring Streets, Casper, Wy is approximately 500 ft. west of Casper Creek. Discharges from this facility will flow eastward into Casper Creek. Casper Creek is a perennial tributary of the North Platte River; a navigable waters of the United States. Thus, discharges of harmful quantities of oil from either of these Facilities could reasonably be expected to reach waters of the United States.
6. The Office Facility has a total storage capacity of approximately 136,000 gallons of oil and the Warehouse Facility has a total storage capacity of approximately 140,000 gallons of oil. Both Facilities are subject to the SPCC regulations.
7. Respondent admits both of the Facilities are subject to the SPCC regulations.
8. The Facilities were inspected by the EPA on September 18, 2013, at which time the Respondent was notified that the Facilities did not have adequate SPCC Plans and that Respondent had not adequately implemented the SPCC Plans.
9. Between October 24, 2013, and January 22, 2014, Respondent submitted five revised SPCC Plans and documentation to EPA to correct the deficiencies discovered at the Facilities.
10. By January 22, 2014, Respondent had submitted photographs, integrity test reports and revised SPCC Plans that documented the SPCC Plan field implementation and SPCC Plan violations had been corrected which brought the Plan and the Facilities into compliance with the regulations.

11. Respondent admits that from the date of the EPA inspections on September 18, 2013, until January 22, 2014, Respondent failed to prepare and properly implement adequate SPCC Plans for the Facilities in accordance with 40 C.F.R. §§ 112.7 and 112.8.
12. Respondent admits that EPA has jurisdiction in this proceeding.
13. Respondent waives its right to a hearing before any civil tribunal to contest any issue of law or fact set forth in this Agreement.
14. This Agreement, upon incorporation into a final order, applies to and is binding upon the EPA and upon the Respondent and Respondent's successors and assigns. Any change in 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.
15. This Agreement contains all terms of the settlement agreed to by the parties.
16. Respondent consents and agrees to the assessment of a civil penalty of \$3,775.00 for violations of section 311(j) of the Act, which shall be paid no later than thirty (30) calendar days after the effective date of the Final Order by means of a cashier's or certified check, or by wire transfer. If paying by check, the Respondent shall submit a cashier's or certified check, payable to "Environmental Protection Agency," and bearing the notations "OSLTF – 311" and the title and docket number of this case. If the Respondent sends payment by the U.S. Postal Service, the payment shall be addressed to:

U. S. Environmental Protection Agency  
Fines and Penalties  
Cincinnati Finance Center  
PO Box 979077  
St. Louis, MO 63197-9000

If the Respondent sends payment by overnight mail, the payment shall be sent to:

U.S. Bank  
1005 Convention Plaza  
Mail Station SL-MO-C2GL  
St. Louis, MO 63101  
Contact: Natalie Pearson  
314-418-4087

Wire transfers shall be directed to:

Federal Reserve Bank of New York  
ABA: 021030004  
Account: 68010727  
SWIFT address: FRNYUS33  
33 Liberty Street  
New York, NY 10045

Field Tag 4200 of the Fedwire message should read “D 68010727 Environmental Protection Agency.”

17. The Respondent shall submit copies of the check (or, in the case of a wire transfer, copies of the confirmation) to the following persons:

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

And

**Christopher Ajayi**  
**Technical Enforcement Program (8ENF-UFO)**  
**U.S. EPA Region 8**  
**1595 Wynkoop**  
**Denver, CO 80202-1129**

18. Respondent shall implement and maintain an SPCC plan in accordance with 40 C.F.R. § 112.
19. If Respondent fails to pay the penalty amount as required by this Agreement once incorporated into the Final Order, EPA may file a motion to withdraw this agreement and

Final Order. If that motion is granted, EPA may then file an administrative or civil enforcement action against Respondent for the violations addressed herein.

20. The undersigned representative of the Respondent certifies that he/she is fully authorized to enter into the terms and conditions for this Agreement and to bind the Respondent to the terms and conditions of this Agreement.
21. The parties agree to submit this Agreement to the Regional Judicial Officer, with a request that it be incorporated into a final order.
22. Each party shall bear its own costs and attorneys fees in connection with this matter.
23. This Agreement, upon incorporation into a final order by the Regional Judicial Officer and full satisfaction by the parties, shall be a complete and full civil settlement of the specific violations described in this Agreement.

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

By: \_\_\_\_\_

Arturo Palomares, Director  
Water Technical Enforcement Program  
Office of Enforcement, Compliance  
and Environmental Justice

Date: \_\_\_\_\_

9/24/2014

**Breentag, North America dba Coastal Chemical Co., LLC, Respondent.**

By: \_\_\_\_\_

Coastal Chemical Co., LLC

Date: \_\_\_\_\_

09.18.14

Name: \_\_\_\_\_

Demmo P. Leahy D. Leahy

Title: \_\_\_\_\_

Director, Health Safety & Environment