



**ENVIRONMENTAL APPEALS BOARD  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C.**

\_\_\_\_\_)  
)  
In re BP Products North America, Inc. ) Docket No. CAA-HQ-2024-8458  
)  
)  
)  
\_\_\_\_\_)

**FINAL ORDER**

Pursuant to 40 C.F.R. § 22.18(b)-(c) of EPA’s Consolidated Rules of Practice, the attached Consent Agreement resolving this matter is incorporated by reference into this Final Order and is hereby ratified.

The Respondent is ORDERED to comply with all terms of the Consent Agreement, effective immediately.

So ordered.<sup>1</sup>

**ENVIRONMENTAL APPEALS BOARD**

Dated: January 21, 2025

Wendy L. Blake  
Wendy L. Blake  
Environmental Appeals Judge

<sup>1</sup> The three-member panel ratifying this matter is composed of Environmental Appeals Judges Aaron P. Avila, Wendy L. Blake, and Mary Kay Lynch.

**ENVIRONMENTAL APPEALS BOARD  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C.**

IN THE MATTER OF:

BP PRODUCTS NORTH AMERICA INC.

Respondent.

Docket No. CAA-HQ-2024-8458

**CONSENT AGREEMENT**

**I. PRELIMINARY STATEMENT**

1. This is a civil administrative penalty assessment proceeding instituted under Sections 205(c)(1) and 211(d)(1) of the Clean Air Act (CAA), 42 U.S.C. §§ 7524(c)(1) and 7545(d)(1). The issuance of this Consent Agreement and attached Final Order (CAFO) simultaneously commences and concludes this proceeding. 40 C.F.R. §§ 22.13(b) and 22.18(b)(2)-(3).
2. The Complainant in this matter is the United States Environmental Protection Agency (EPA). The authority to sign consent agreements memorializing settlements between the EPA and respondents under Section 205(c) of the CAA, 42 U.S.C. § 7524(c), has been delegated to the Assistant Administrator of the Office of Enforcement and Compliance Assurance. This authority has been redelegated to the Director of the Office of Civil Enforcement, who further redelegated the authority to the Director of the Air Enforcement Division. EPA Delegations 7-6-A, 7-6-A-OECA-0915, 7-6-A-OCE-0915.
3. The Respondent in this matter is BP Products North America Inc. (BPPNA). The Respondent is a corporation organized under the laws of Maryland with its corporate headquarters located at 30 South Wacker Drive, Chicago, Illinois 60606. In the United

States, the Respondent operates two refineries and conducts fuel blending at several fuel terminals that produce petroleum products, including six facilities that produce ultra-low sulfur diesel (ULSD) and gasoline that are relevant to this settlement: BP Wood River Terminal located in Hartford, Illinois; BP Buckeye River Rouge Terminal located in River Rouge, Michigan; BP Hammond Terminal located in Hammond, Indiana; Whiting Refinery located in Whiting, Indiana; and BP Kinder Morgan Rochelle Facility located in Rochelle, Illinois. At the time of the alleged violations, BPPNA also owned a fifty percent (50%) share in the joint venture BP-Husky Refining LLC, the company that owned the Toledo refinery assets located in Oregon, Ohio. BPPNA has since sold its interest in the joint venture and no longer has any corporate affiliation with BP-Husky Refining LLC or the Toledo refinery.

4. The Complainant and Respondent (collectively, the Parties), having agreed to settle this action, consent to the issuance of the attached Final Order ratifying this Consent Agreement before taking testimony and without adjudication of any issues of law or fact herein, and agree to comply with the terms of this Consent Agreement and the attached Final Order.

## **II. JURISDICTION**

5. This Consent Agreement is entered into under Sections 205(c)(1) and 211(d)(1) of the CAA, 42 U.S.C. §§ 7524(c)(1) and 7545(d)(1), and the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits*, as codified at 40 C.F.R. Part 22 (Consolidated Rules).

6. The EPA and the United States Department of Justice jointly determined that this matter, although it involves a penalty assessment above \$460,926, is appropriate for an administrative penalty assessment. 42 U.S.C. § 7413(d); 40 C.F.R. 19.4.
7. The Environmental Appeals Board is authorized to ratify this Consent Agreement memorializing the settlement between the Parties in a Final Order. 40 C.F.R. §§ 22.4(a)(1) and 22.18(b); EPA Delegation 7-41-C.
8. The Consolidated Rules provide that where the parties agree to settlement of one or more causes of action before the filing of a complaint, a proceeding may be simultaneously commenced and concluded by the issuance of a Consent Agreement and Final Order. 40 C.F.R. §§ 22.13(b) and 22.18(b)(2)-(3).

### **III. GOVERNING LAW**

9. This proceeding arises under Part A of Title II of the CAA, Sections 202-219, 42 U.S.C. §§ 7521–7554, and its implementing regulations (40 C.F.R. Part 80).<sup>1</sup> The CAA and its implementing regulations aim to reduce emissions from mobile sources of air pollution by, among other things, reducing emissions from fuel used in motor vehicles, nonroad vehicles, and engines, and ensuring that fuel used in motor vehicles, nonroad vehicles, and engines does not harm the emissions control technology necessary to meet emissions standards. The Alleged Violations of Law, stated below, relate to diesel sulfur limits; gasoline annual average benzene concentration standards; and reporting, sampling, and testing requirements that enhance the EPA’s ability to ensure that diesel and gasoline sold

---

<sup>1</sup> All citations to 40 C.F.R. Part 80 refer to the Clean Air Act fuels regulations that were effective during 2016-2019, the period the alleged violations occurred. On January 1, 2021, the Fuels Regulatory Streamlining Rule consolidated and reissued the fuels regulations, except those relating to the Renewable Fuel Standard program and fuel/fuel additive registration, from 40 C.F.R. Part 80 to 40 C.F.R. Part 1090.

in the United States meets applicable standards. A summary of the law and regulations that govern these allegations follows below.

10. Definitions:

- (a) “Diesel fuel” means any fuel sold in any State or Territory of the United States and suitable for use in diesel engines, and that is any one of the following: (1) A distillate fuel commonly or commercially known or sold as No. 1 diesel fuel or No. 2 diesel fuel; (2) A non-distillate fuel other than residual fuel with comparable physical and chemical properties (*e.g.*, biodiesel fuel); or (3) A mixture of fuels meeting the criteria of paragraphs (1) and (2) of this definition. 40 C.F.R. § 80.2(x).
- (b) “Gasoline” means any fuel sold in any State for use in motor vehicles and motor vehicle engines, and commonly or commercially known or sold as gasoline. 40 C.F.R. § 80.2(c).
- (c) “Refinery” means any facility, including but not limited to, a plant, tanker truck, or vessel where gasoline or diesel fuel is produced, including any facility at which blendstocks are combined to produce gasoline or diesel fuel, or at which blendstock is added to gasoline or diesel fuel. 40 C.F.R. § 80.2(h).
- (d) “Refiner” means any person who owns, leases, operates, controls, or supervises a refinery. 40 C.F.R. § 80.2(i).

11. Section 211 of the CAA, 42 U.S.C. § 7545, and its implementing regulations contain numerous provisions to ensure that only compliant fuels are produced and distributed in the United States.

12. Under Section 211(c)(1) of the CAA, 42 U.S.C. § 7545(c)(1), the EPA may adopt a fuel control if: (a) the emission products of the fuel cause or contribute to air pollution that may reasonably be anticipated to endanger public health or welfare; or (b) the emission products of the fuel will significantly impair emissions control systems in general use or emissions control systems that would be in general use were the fuel control to be adopted.

*Diesel Sulfur Standard*

13. Pursuant to its authority under Section 211(c)(1), 42 U.S.C. § 7545(c)(1), the EPA promulgated regulations at 40 C.F.R. Part 80, Subpart I (Motor Vehicle Diesel Fuel; Nonroad, Locomotive, and Marine Diesel Fuel; and ECA Marine Fuel) that prohibit refiners from producing, selling, or dispensing diesel fuel that does not comply with applicable standards. *See* 40 C.F.R. § 80.610(a)(1).
14. All motor vehicle diesel fuel is subject to a per-gallon sulfur standard of 15 parts per million (ppm). *See* 40 C.F.R. § 80.520(a)(1).
15. Pursuant to 40 C.F.R. § 80.612(b)(1), any person who fails to comply with the requirements of Subpart I is liable for a violation of that provision.

*Gasoline Average Annual Benzene Standard*

16. Section 202(l)(2) of the CAA, 42 U.S.C. § 7521(l)(2), provides that the EPA shall promulgate, and from time-to-time revise, regulations containing reasonable requirements to control hazardous air pollutants from motor vehicles and motor vehicle fuels, including emissions of benzene.
17. Pursuant to its authority under Sections 202(l)(2) and 211(c)(1) of the CAA, 42 U.S.C. §§ 7521(l)(2) and 7545(c)(1), the EPA promulgated regulations at 40 C.F.R. Part 80,

Subpart L (Gasoline Benzene), that prohibit the production of gasoline that does not comply with benzene standards. *See* 40 C.F.R. § 80.1358(a)(1).

18. The gasoline benzene regulations provide, *inter alia*, that a refinery's maximum average gasoline benzene concentration in any averaging period shall not exceed 1.30 volume percent. *See* 40 C.F.R. § 80.1230(b)(1).
19. Pursuant to 40 C.F.R. § 80.1360(a)(1), any refiner that does not comply with the applicable benzene standards is liable for the violation.

#### Gasoline Production Reporting

20. Pursuant to its authority under Section 211(c)(1) of the CAA, 42 U.S.C. § 7545(c)(1), the EPA promulgated regulations at 40 C.F.R. Part 80, Subpart D (Reformulated Gasoline), that require refiners to determine the volume and value of certain properties for each batch of gasoline; Subpart E (Anti-Dumping), that require refiners to submit to the EPA a report that contains certain data for each batch of gasoline; Subpart L (Gasoline Benzene), that require refiners to submit an Annual Gasoline Benzene Report that contains the benzene volume percent of all gasoline produced each compliance period; and Subpart O (Gasoline Sulfur), that require refiners to submit a report for each calendar year that includes the total volume of gasoline produced reported to the nearest whole number. *See* 40 C.F.R. §§ 80.65(e), 80.105(a)(5), 80.1354(b), 80.1652(a)(3).
21. Any person who fails to comply with a provision in Subparts L or O is liable for a violation of that provision. 40 C.F.R. §§ 80.1358(a)(2), 80.1360(a)(1), 80.1660(j), 80.1662(b)(1). Each partner to a joint venture is jointly and severally liable for any violation of subparts L or O that occurs at the joint venture facility. 40 C.F.R. §§ 80.1360(a)(4), 80.1662(a)(13).

### Diesel Sampling and Testing

22. The EPA also promulgated regulations pursuant to its authority under Section 211(c)(1) of the CAA, 42 U.S.C. § 7545(c)(1), at 40 C.F.R. Part 80, Subparts I (Motor Vehicle Diesel Fuel; Nonroad, Locomotive, and Marine Diesel Fuel; and ECA Marine Fuel), H (Gasoline Sulfur), and A (General Provisions), that require refiners to collect a representative sample from each batch of diesel fuel produced and subject to the 15 ppm sulfur standard. *See* 40 C.F.R. § 80.581(a).
23. Automatic sampling of petroleum products in pipelines must be performed according to the applicable procedures specified in ASTM D4177, which requires that the autosampler be capable of completely draining the receiver, mixing pump, and associated piping. *See* 40 C.F.R. §§ 80.8(b), 80.330(b).
24. Any person who fails to comply with the requirements of a provision of Subparts I or H is liable for a violation of that provision. 40 C.F.R. §§ 80.612(b)(1), 80.395(b)(1).

### Penalties and Enforcement

25. Any person who, after November 2, 2015, where penalties are assessed on or after December 27, 2023, but before January 8, 2025, violates the regulations prescribed under Section 211(c) of the CAA, 42 U.S.C. § 7545(c), including the sulfur standards, maximum average gasoline benzene standards, reporting, and sampling and testing regulations at 40 C.F.R. Part 80, is subject to a civil penalty up to \$57,617 per day per violation, plus the economic benefit or savings resulting from each violation. 42 U.S.C. § 7545(d)(1); 40 C.F.R. § 19.4. Such penalties are assessed in accordance with Sections 205(b) and (c) of the CAA, 42 U.S.C. §§ 7524(b) and (c). 42 U.S.C. § 7545(d)(1).

## **IV. STIPULATED FACTS**

26. In 2020 and 2021, the EPA conducted an audit of BPPNA to evaluate its compliance with CAA § 211 and the fuels regulations promulgated under 40 C.F.R. Part 80 for the years 2016-2019.
27. Respondent is a “person” as defined in Section 302(e) of the CAA, 42 U.S.C. § 7602(e).
28. Respondent is a “refiner” as defined in 40 C.F.R. § 80.2(i).
29. BPPNA operated six “refineries,” as defined in 40 C.F.R. § 80.2(h), that, at the time of the alleged violations, produced petroleum-based diesel and gasoline:
  - (a) BP Wood River Terminal located in Hartford, Illinois (Facility ID 48);
  - (b) BP Buckeye River Rouge Terminal located in River Rouge, Michigan (Facility ID 1044);
  - (c) BP Hammond Terminal located in Hammond, Indiana (Facility ID 1412);
  - (d) Whiting Refinery located in Whiting, Indiana (Facility ID 8363);
  - (e) BP Kinder Morgan Rochelle Facility located in Rochelle, Illinois (Facility ID 1208); and
  - (f) BP Husky Toledo Refinery (co-owned joint venture that BPPNA has since sold), located in Oregon, Ohio (Facility ID 8369).
30. On January 18, 2019, BPPNA produced 1,092,252 gallons of ULSD at BP Whiting Refinery with a composite test sulfur content of 94.6 ppm. Even though the fuel exceeded the 15 ppm diesel sulfur standard when it left the refinery gate, BPPNA diverted most of the fuel to other facilities for re-processing and downstream testing showed that the remaining fuel that was distributed into commerce likely met the 15 ppm sulfur standard based on terminal tank test results.

31. During the 2019 compliance period, BPPNA produced a total of 140,280 gallons of gasoline at its BP Kinder Morgan Rochelle Facility with an annual average benzene concentration of 1.41 volume percent.
32. Five BPPNA refineries misreported gasoline batch volumes and total annual gasoline production volumes on annual reports during compliance years 2017-2019.
  - (a) During compliance year 2017, BP Wood River Terminal reported 2,949,017 more gallons of gasoline in its annual report than was reported in EPA Moderated Transaction System (EMTS).
  - (b) During compliance year 2017, BP Buckeye River Rouge Terminal reported 1,679,807 more gallons of gasoline in its annual report than was reported in EMTS.
  - (c) During compliance year 2018, BP Hammond Terminal reported 2,284,729 more gallons of gasoline in its annual report than was reported in EMTS.
  - (d) During compliance year 2018, BP Whiting Refinery reported 4,990,356 more gallons of gasoline in EMTS than was reported in its annual report.
  - (e) During compliance year 2019, BP Husky Toledo Refinery reported 17,937,402 more gallons of gasoline in its annual sulfur report than was reported in its annual benzene report.
33. During five instances in 2018 and 2019, BPPNA failed to collect representative batch certification samples of ULSD in accordance with ASTM D4177. In one instance, a prior shipment of jet fuel contaminated the composite sample due to inadequate flushing, and in the four other instances the auto-compositor piston O-ring leaked which resulted in sample contamination with gasoline.

34. On September 11, 2022, the EPA issued BPPNA a notice of violation (NOV) pursuant to Sections 205 and 211 of the CAA, 42 U.S.C. §§ 7524 and 7545, for certain alleged violations of the fuels regulations.

#### **V. ALLEGED VIOLATIONS OF LAW**

35. By producing 1,092,252 gallons of ULSD at the BP Whiting Refinery with a composite sample of 94.6 ppm sulfur, BPPNA violated the requirement at 40 C.F.R. § 80.520(a)(1) by producing fuel that exceeded the per-gallon 15 ppm maximum sulfur standard.
36. By producing 140,280 gallons of gasoline with an annual average benzene volume percentage of 1.41 volume percent, BPPNA violated the requirement at 40 C.F.R. § 80.1230(b)(1) that the maximum average gasoline benzene concentration of the gasoline produced at a refinery in any averaging period must not exceed 1.30 volume percent.
37. By misreporting gasoline batch volumes and total annual gasoline production volumes on annual reports at five separate refineries (BP Wood River Terminal, BP Buckeye River Rouge Terminal, BP Hammond Terminal, BP Whiting Refinery, and BP Husky Toledo Refinery) during compliance years 2017-2019, BPPNA violated the requirements at 40 C.F.R. §§ 80.65(e), 80.105(a)(5), 80.1354(b), 80.1652(a)(3) that refiners must submit to the EPA reports that accurately identify certain properties and data for each batch of gasoline, the benzene volume percent of all gasoline produced during each compliance period, and total volume of gasoline produced.
38. BPPNA violated the requirements at 40 C.F.R. §§ 80.581(a), 80.580(a), 80.330(b), and 80.8(b) by improperly collecting representative batch certification samples of ULSD in accordance with ASTM D4177. Automatic sampling of petroleum products in pipelines must be performed according to the applicable procedures specified in ASTM D4177,

which require that the autosampler system be capable of completely draining the receiver, mixing pump, and associated pumping.

## **VI. TERMS OF AGREEMENT**

39. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent: admits that the EPA has jurisdiction over this matter as stated above; admits to the stipulated facts stated above; neither admits nor denies the alleged violations of law stated above; consents to the assessment of a civil penalty as stated below; consents to any conditions specified in this Consent Agreement; waives any right to contest the alleged violations of law; and waives its rights to appeal the Final Order ratifying this Consent Agreement.
40. By signing this Consent 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 Consent Agreement.
41. For the purpose of this proceeding, Respondent:
  - (a) Agrees that this Consent Agreement states a claim upon which relief may be granted against Respondent;
  - (b) Waives any and all remedies, claims for relief, and otherwise available rights to judicial or administrative review that Respondent may have with respect to any issue of fact or law set forth in this Consent Agreement;
  - (c) Waives any rights it may possess at law or in equity to challenge the authority of the EPA to bring a civil action in a United States District Court to enforce this Consent Agreement or Final Order, or both, and to seek an additional penalty for

such noncompliance, and agrees that federal law will govern in any such civil action;

- (d) Consents to personal jurisdiction in any action to enforce this Consent Agreement or Final Order, or both, in the United States District Court for the District of Columbia;
- (e) Agrees that it may not delegate duties under this Consent Agreement to any other party without the written consent of the EPA, which may be granted or withheld at the EPA's unfettered discretion. If the EPA so consents, the Consent Agreement is binding on the party or parties to whom the duties are delegated;
- (f) Acknowledges that this Consent Agreement constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;
- (g) Acknowledges that this Consent Agreement and attached Final Order will be available to the public and agrees that it does not contain any confidential business information or personally identifiable information;
- (h) Acknowledges that its tax identification number may be used for collecting or reporting any delinquent monetary obligation arising from this Consent Agreement (*see* 31 U.S.C. § 7701);
- (i) Certifies the information it has supplied concerning this matter was at the time of submission and to the best of its knowledge, true, accurate, and complete; and
- (j) Acknowledges there are significant penalties for knowingly submitting false, fictitious, or fraudulent information, including the possibility of fines and imprisonment (*see* 18 U.S.C. § 1001).

42. For purposes of this proceeding, the Parties each agree that:
- (a) This Consent Agreement constitutes the entire agreement and understanding of the Parties and supersedes any prior agreements or understandings, whether written or oral, among the Parties with respect to the subject matter of this Consent Agreement;
  - (b) This Consent Agreement may be signed in any number of counterparts, each of which will be deemed an original and, when taken together, constitute one agreement; the counterparts are binding on each of the Parties individually as fully and completely as if the Parties had signed one single instrument, so that the rights and liabilities of the Parties will be unaffected by the failure of any of the undersigned to execute any or all of the counterparts; any signature page and any copy of a signed signature page may be detached from any counterpart and attached to any other counterpart of this Consent Agreement;
  - (c) Its undersigned representative is fully authorized by the Party whom he or she represents to bind that Party to this Consent Agreement and to execute it on behalf of that Party;
  - (d) Each Party's obligations under this Consent Agreement and attached Final Order constitute sufficient consideration for the other Party's obligations under this Consent Agreement and attached Final Order; and
  - (e) Each Party will bear its own costs and attorney fees in the action resolved by this Consent Agreement and attached Final Order.
43. Respondent agrees to pay to the United States a civil penalty of \$1,023,690 (Civil Penalty).

44. Respondent agrees to pay the Civil Penalty to the United States within 30 calendar days following the issuance of the attached Final Order (i.e., the effective date of this Consent Agreement and attached Final Order).
45. Respondent agrees to pay the Civil Penalty in the manner specified below:
- (a) Pay the Civil Penalty using any method provided on the following website:  
<http://www.epa.gov/financial/additional-instructions-making-payments-epa;>
  - (b) Identify each and every payment with “Docket No. CAA-HQ-2024-8458”; and
  - (c) Within 24 hours of payment, email proof of payment to Griff Brown at [Brown.Griffith@epa.gov](mailto:Brown.Griffith@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 that payment has been made according to the EPA requirements, in the amount due, and identified with “Docket No. CAA-HQ-2024-8458”).
46. As a condition of settlement, Respondent agrees that it will be liable for stipulated penalties to the EPA for failure to pay the Civil Penalty, or any portion thereof, when due, or provide proof of such payment: \$1,000 per day for each day during the first 15 days; and \$2,000 per day thereafter. All stipulated penalties must be paid in the manner specified in Paragraph 45 of this Agreement.

## **VII. EFFECT OF CONSENT AGREEMENT AND ATTACHED FINAL ORDER**

47. In accordance with 40 C.F.R. § 22.18(c), Respondent’s full compliance with this Consent Agreement will only resolve Respondent’s liability for federal civil penalties for the alleged violations in the NOV issued on September 11, 2022.

48. Failure to pay the full amount of the Civil Penalty assessed under this Consent Agreement may subject Respondent to a civil action to collect any unpaid portion of the proposed Civil Penalty and interest. In order to avoid the assessment of interest, administrative costs, and a late payment penalty in connection with such Civil Penalty, as described in the following Paragraph of this Consent Agreement, Respondent must timely pay the Civil Penalty.
49. If Respondent fails to timely pay any portion of the Civil Penalty assessed by the attached Final Order, the EPA may:
- (a) Request that the Attorney General 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; and a 10-percent quarterly nonpayment penalty (42 U.S.C. § 7524(c)(6));
  - (b) Refer the debt to a credit reporting agency or a collection agency (40 C.F.R. §§ 13.13, 13.14, and 13.33);
  - (c) 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 (*see* 40 C.F.R. Part 13, Subparts C and H); and
  - (d) Suspend or revoke Respondent's licenses or other privileges, or suspend or disqualify Respondent from doing business with the EPA or engaging in programs the EPA sponsors or funds (40 C.F.R. § 13.17).

50. Penalties paid pursuant to this Consent Agreement and attached Final Order are not deductible for federal tax purposes. 26 U.S.C. § 162(f).
51. This Consent Agreement and attached Final Order apply to and are binding on the Parties. Successors and assigns of Respondent are also bound if they are owned, in whole or in part, directly or indirectly, or otherwise controlled by Respondent. Nothing in the previous sentence adversely affects any right of the Complainant under applicable law to assert successor or assignee liability against Respondent's successor or assignee.
52. This Consent Agreement shall not confer any rights or obligations upon any person other than the Parties and shall not be enforceable by any other person except the Parties hereto.
53. Nothing in this Consent Agreement relieves Respondent of the duty to comply with all applicable provisions of the CAA or other federal, state, or local laws or statutes, or restricts the 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.
54. Nothing in this Consent Agreement shall be construed to limit the power of the Complainant to undertake any action against Respondent or any person in response to conditions that may present an imminent and substantial endangerment to public health, welfare, or the environment.
55. Any violation of the Final Order issued by the Environmental Appeals Board in this matter may result in a civil judicial action to collect the civil penalty as provided in Section 205(c)(6) of the CAA, 42 U.S.C. § 7524(c)(6). The EPA may use any

information submitted under the Consent Agreement and attached Final Order in an administrative, civil judicial, or criminal action.

56. The EPA reserves the right to revoke this Consent Agreement and accompanying Civil Penalty if, and to the extent the EPA finds, after signing this Consent Agreement that any information provided by Respondent was or is materially false or inaccurate, and the EPA reserves the right to pursue, assess, and enforce legal and equitable remedies for the Alleged Violations of Law. The EPA will give Respondent written notice of such termination, which will be effective upon mailing.
57. The Parties agree to submit this Consent Agreement to the Environmental Appeals Board with a request that it be ratified and incorporated into the attached Final Order.
58. The Parties agree to issuance of the attached Final Order. Upon filing of the Consent Agreement and attached Final Order with the Environmental Appeals Board, the EPA will transmit a copy of the filed Consent Agreement and Final Order to the Respondent. This Consent Agreement and attached Final Order will become effective after issuance of the Final Order by the Environmental Appeals Board and filing with the Hearing Clerk.

The foregoing Consent Agreement, In the Matter of: **BP Products North America Inc.**, Docket No. CAA-HQ-2024-8458, is Hereby Stipulated, Agreed, and Approved for **Ratification**.

**For BP Products North America Inc.:**

Amber Russell  
Amber Russell  
Senior Vice President  
bp Refining, Terminals and Pipelines

Jan. 16, 2025  
Date

Respondent's Federal Tax Identification Number: 36-2440313

The foregoing Consent Agreement, In the Matter of: BP Products North America Inc., Docket No. CAA-HQ-2024-8458, is Hereby Stipulated, Agreed, and Approved for Ratification.

**For Complainant:**

**MARY GREENE** Digitally signed by MARY GREENE  
Date: 2025.01.16 16:30:15 -05'00'

---

Mary E. Greene, Director  
Air Enforcement Division  
Office of Civil Enforcement  
Office of Enforcement and Compliance Assurance  
U.S. Environmental Protection Agency  
1200 Pennsylvania Avenue, NW (MC-2242A)  
Washington, DC 20460

**LORRAINE BAER** Digitally signed by LORRAINE BAER  
Date: 2025.01.16 15:06:40 -05'00'

---

Lorraine Baer  
Attorney-Adviser  
Stationary Source Legal Branch  
Air Enforcement Division  
Office of Enforcement and Compliance Assurance  
U.S. Environmental Protection Agency  
1200 Pennsylvania Ave. NW  
Washington, DC 20460

**CERTIFICATE OF SERVICE**

I certify that copies of the foregoing “Consent Agreement” and “Final Order,” in the matter of BP Products North America, Inc., Docket No. CAA-HQ-2024-8458, were sent to the following persons in the manner indicated:

**By E-mail:**

Sarah Grey  
Arnold & Porter  
Counsel for BP Products North America Inc.  
1144 15th St. #3100  
Denver, CO 80202  
E-mail: Sarah.Grey@arnoldporter.com

Jonathan Martel  
Arnold & Porter  
Counsel for BP Products North America Inc.  
601 Massachusetts Ave., NW  
Washington, DC 20001  
E-mail: Jonathan.Martel@arnoldporter.com

Lorraine Baer  
Office of Civil Enforcement  
Office of Enforcement and Compliance Assurance  
U.S. Environmental Protection Agency  
1200 Pennsylvania Ave., NW  
Washington, DC 20004  
E-mail: Baer.Lorraine@epa.gov

Dated: Jan 21, 2025

*Tommie Madison*

---

Tommie Madison  
Clerk of the Board