

IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF

Brinkmann Construction )
16650 Chesterfield Grove Rd, Ste 100 )
Chesterfield, MO 63005 )

EXPEDITED
SETTLEMENT
AGREEMENT AND
CONSENT ORDER
Case # ID2022-040

I. Notice of Violation

The undersigned representatives of the Idaho Department of Environmental Quality (DEQ) and Brinkmann Construction (Respondent), enter into this Expedited Settlement Agreement (Agreement) to resolve Respondent’s administrative enforcement civil penalty liability for alleged violations of the Idaho Pollutant Discharge Elimination System (IPDES) storm water permit IDR1002RD (Permit) at the site located at 204/270 E. Myrtle Street, Boise, Idaho (Site).

Respondent had a violations of the storm water permit condition as listed in the July 27, 2022 inspection report incorporated by reference into this Agreement), in violation of IDAPA 58.01.25, Rules Regulating the Idaho Pollutant Discharge Elimination System. Respondent is a “person” as defined in IDAPA 58.01.25.010.66. Respondent is responsible for the alleged violations specified in the attached IPDES Penalty Calculation Worksheet, which is incorporated into this Agreement by reference.

DEQ finds, and Respondent admits, that DEQ has jurisdiction over this matter pursuant to the Idaho Environmental Protection and Health Act, Idaho Code §§ 39-101 et. Seq., including without limitation Idaho Code §§ 39-108, 175E and IDAPA 58.01.25.500. Respondent is aware of their right to request a compliance conference within fifteen (15) days of the date of receipt of a notice of violation under Idaho Code § 39-108. By entering into this Agreement and payment of the enclosed penalty the parties agree a compliance conference is not needed and will not be scheduled or held.

II. Expedited Settlement Agreement
And Consent Order

To settle this matter, Respondent agrees to pay an administrative enforcement civil penalty of \$8,205.00. Proof of payment of the penalty and documentation of correction of the violations must accompany this signed copy of the Agreement when it is returned to DEQ. By signing this Agreement, Respondent certifies that:

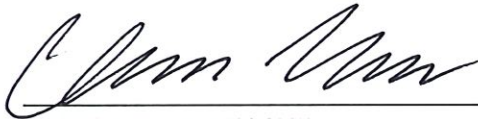
- (1) They have authority to sign for the party represented and to bind that party to its terms.
(2) This Agreement constitutes a Consent Order under Idaho Code §39-108(3)(a). A Consent Order shall be effective immediately upon signing by both parties and shall preclude any civil enforcement action for the same violations and facts alleged in the inspection report. If a party does not comply with the terms of the Consent Order, DEQ may seek and obtain, in any appropriate district court, specific performance of the Consent Order and such other relief as authorized in this chapter.

- (3) The alleged violations listed in this Agreement have been corrected, and Respondent has submitted true and accurate documentation to DEQ of such correction.
- (4) 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; and
- (5) Respondent has provided proof of payment of the civil penalty, with the Case # ID2022-040 noted.

This Agreement does not relieve Respondent from any civil action and damages that may exist for injury or damage resulting from any violation of the Idaho Environmental Protection and Health Act, Idaho Code §§ 39-101 et. seq. or the rules, permits and orders promulgated thereunder, or relief for any other violation of law, including civil penalties, injunctive or other equitable relief, or criminal sanctions. This Consent Order will be admissible as evidence in any proceeding to enforce this Consent Order. Nothing in this Agreement shall relieve Respondent of the duty to comply with any regulations, order, or permit issued pursuant to the Idaho Pollutant Discharge Elimination System.

Upon receiving the signed Agreement, payment, and documentation, DEQ will provide public notice of this Agreement and a reasonable opportunity for the public to comment on it and address any comments on the Agreement in accordance with Idaho Code §39-108(9).

DATED THIS 8 day of November, 2022



---

**CHANDLER T. MISCHE**  
Project Engineer, BRINKMANN CONSTRUCTION

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2022

---

**JESS BYRNE**  
Director, Idaho Department of Environmental Quality