



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8

1595 WYNKOOP STREET
DENVER, CO 80202-1129
Phone: 800-227-8917
http://www.epa.gov/region08

2016 SEP 23 AM 11:18

FILED
EPA REGION VIII
HEARING CLERK

DOCKET NO.: CAA-08-2016-0007

IN THE MATTER OF:

Otto and Sons, Inc.
410 17th Street, Suite 1320
Denver, Colorado 80202

RESPONDENT

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FINAL ORDER

Pursuant to 40 C.F.R. §22.13(b) and 22.18(b)(2)(3), of EPA’s Consolidated Rules of Practice, the Consent Agreement resolving this matter is hereby approved and incorporated by reference into this Final Order.

The Respondent is hereby **ORDERED** to comply with all of the terms of the Consent Agreement, effective immediately upon filing this Consent Agreement and Final Order.

SO ORDERED THIS 23rd DAY OF September, 2016.

Elyana Sutin
Regional Judicial Officer

**UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 8**

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FILED
EPA REGION VIII
HEARING CLERK

IN THE MATTER OF:)
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Otto and Sons, Inc.)
4980 West 9470 South)
West Jordan, Utah)
)
Respondent)
_____)

**COMBINED COMPLAINT AND
CONSENT AGREEMENT**
Docket No.: CAA-08-2016-0007

A. PRELIMINARY STATEMENT

1. This is an administrative penalty assessment proceeding brought under Section 113(d) of the Clean Air Act (CAA or the Act), 42 U.S.C. § 7413(d), and Sections 22.13 and 22.18 of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (Consolidated Rules), as codified at 40 C.F.R. Part 22.
2. Complainant is the United States Environmental Protection Agency, Region 8 (EPA). On the EPA's behalf, Suzanne J. Bohan, Assistant Regional Administrator for the Office of Enforcement, Compliance and Environmental Justice, is delegated the authority to settle civil administrative penalty proceedings under Section 113(d) of the Act.
3. Respondent is Otto and Sons, Inc., a corporation organized under the laws of Utah and authorized to do business in the state of Utah.
4. Respondent is a "person" as defined in Section 302(e) of the Act, 42 U.S.C. § 7602(e).
5. Complainant and Respondent, having agreed that settlement of this action is in the public interest, consent to the entry of this combined complaint and consent agreement (CCCA or Agreement) without adjudication of any issues of law or fact herein, and Respondent agrees to comply with the terms of this CCCA.

B. JURISDICTION

6. This CCCA is entered into under Section 113(d) of the Act, as amended, 42 U.S.C. § 7413(d), and the Consolidated Rules, 40 C.F.R. Part 22. The alleged violations in this CCCA are pursuant to section 113(a)(3)(A), 42 U.S.C. § 7413(a)(3)(a).
7. The EPA and the United States Department of Justice jointly determined that this matter, although it involves alleged violations that occurred more than one year before the initiation of this proceeding, is appropriate for an administrative penalty assessment. 42 U.S.C. § 7413(d); 40 C.F.R. § 19.4.
8. The Regional Judicial Officer is authorized to ratify this CCCA which memorializes a settlement between Complainant and Respondent. 40 C.F.R. § 22.4(a) and 22.18(b).
9. This CCCA and approval in a final order simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).

C. GOVERNING LAW

10. Section 112(r)(7) of the CAA, 42 U.S.C. § 7412(r)(7), authorizes the Administrator to promulgate regulations regarding the prevention and detection of accidental releases of designated chemicals. Section 112(r)(7)(B) of the CAA, 42 U.S.C. § 7412(r)(7)(B), requires the Administrator to promulgate regulations requiring the owners or operators of stationary sources where a regulated substance is present above a threshold quantity to prepare a risk management plan (RMP) to prevent or minimize risks of accidental releases of those designated substances. The regulations, promulgated by the EPA pursuant to CAA section 112(r)(7), are set forth in 40 C.F.R. part 68.
11. Under 40 C.F.R. § 68.3, the following definitions apply:
 - (a) “Stationary source” means “any buildings, structures, equipment, installations or substance emitting stationary activities which belong to the same industrial group which are located on

one or more contiguous properties, which are under the control of the same person (or persons under common control) and from which an accidental release may occur.”

(b) “Regulated substance” means “any substance (listed pursuant to section 112(r)(3) of the Clean Air Act) in 40 C.F.R. § 68.130.” Threshold quantities for the regulated substances are included in 40 C.F.R. § 68.130.

D. STIPULATED FACTS

12. Respondent is a corporation, and therefore a person, and thus subject to regulation under section 112 of the CAA, 42 U.S.C. § 7412.
13. Respondent is the owner and/or operator of a meat processing facility, a stationary source, located at 4980 West 9470 South in West Jordan, Utah (Facility).
14. The Facility uses, handles, and/or stores more than a threshold quantity of anhydrous ammonia, which is a regulated substance, listed under 40 C.F.R. § 68.130.
15. Pursuant to section 112(r)(7) of the CAA, 42 U.S.C. § 7412(r)(7), Respondent is required to prepare and implement a RMP to detect and prevent or minimize accidental releases of such substances.
16. Pursuant to 40 C.F.R. § 68.10, Respondent meets the Program 3 eligibility requirements.
17. On February 3, 2015, an authorized representative of the EPA conducted an inspection (EPA inspection) of the Facility, with the consent of Respondent, to determine compliance with CAA section 112(r)(7). During the inspection, the EPA representative observed alleged violations of the CAA section 112(r)(7). The alleged violations are described in paragraphs 18-27.

E. ALLEGED VIOLATIONS OF LAW

18. Respondent failed to comply with safety information requirements under 40 C.F.R. § 68.65(d)(2). This section provides that the owner or operator shall document that equipment complies with recognized and generally accepted good engineering practices (RAGAGEP). Applicable RAGAGEP includes ANSI/IIAR 2 (2014) American National Standard for Safe

Design of Closed-Circuit Ammonia Refrigeration Systems. Section 5.14.5 of ANSI/IIAR 2 (2014) identifies the requirements for pipe marking on ammonia piping. Several sections of ammonia piping on the roof of the Facility were not identified in accordance with ANSI/IIAR 2 (2014). Therefore, at the time of the EPA inspection, the Respondent had not documented that all ammonia piping at the Facility complies with RAGAGEP.

19. Respondent failed to comply with process hazard analysis requirements under 40 C.F.R. § 68.67(e). This section provides that the owner or operator shall establish a system to promptly address the process hazard analysis team's findings and recommendations. At the time of the EPA inspection, Respondent had not promptly addressed the team's findings and recommendations from two process hazard analyses performed on January 30, 2007, and July 12, 2012.
20. Respondent failed to comply with process hazard analysis requirements under 40 C.F.R. § 68.67(e). This section provides that the owner or operator shall communicate the actions to operating, maintenance and other employees whose work assignments are in the process and who may be affected by the recommendations or actions from the process hazard analysis. At the time of the EPA inspection, Respondent had not communicated the process hazardous analysis actions to its employees.
21. Respondent failed to comply with operating procedures requirements under 40 C.F.R. § 68.69(c). This section provides that the owner or operator shall certify annually that operating procedures are current and accurate. At the time of the EPA inspection, Respondent had not certified that its operating procedures were current and accurate. This failure was also a finding in the RMP Audit conducted by the Respondent on July 27, 2006.
22. Respondent failed to comply with mechanical integrity requirements under 40 C.F.R. § 68.73(b). This section provides that the owner or operator shall establish and implement written procedures to maintain the ongoing integrity of process equipment. At the time of the EPA

inspection, Respondent had not established written procedures to maintain the ongoing integrity of the ammonia refrigeration equipment. This failure was also a finding in the RMP Audit conducted by the Respondent on July 27, 2006.

23. Respondent failed to comply with mechanical integrity requirements under 40 C.F.R. § 68.73(d)(1). This section provides that inspections and tests shall be performed on process equipment. IIAR Bulletin 110 Guidelines for Start-up, Inspection and Maintenance of Ammonia Mechanical Refrigeration Systems identifies inspections and tests to be performed on process equipment. At the time of the EPA inspection, Respondent had not performed appropriate inspections and tests on ammonia gas detectors, shut-off valves, cutouts and protection devices, vessels and heat exchangers, and automatically-controlled valves and piping.
24. Respondent failed to comply with mechanical integrity requirements under 40 C.F.R. § 68.73(e). This section provides that the owner or operator shall correct deficiencies in equipment that are outside acceptable limits before further use or in a safe and timely manner. At the time of the EPA inspection, Respondent had not corrected 58 equipment deficiencies identified in a September 2012 Mechanical Integrity Audit.
25. Respondent failed to comply with compliance audit requirements under 40 C.F.R. § 68.79(a). This section provides that the owner or operator shall certify that they have evaluated compliance with the provisions of the RMP Program 3 Prevention Program at least every three years. In addition, the owner or operator shall retain the two most recent compliance audit reports per 40 C.F.R. § 68.79(e). At the time of the EPA inspection, Respondent could only produce one compliance audit conducted on March 12, 2012.
26. Respondent failed to comply with compliance audit requirements under 40 C.F.R. § 68.79(d). This section provides that the owner or operator shall promptly determine and document an appropriate response to each of the findings of the compliance audit and document that

deficiencies have been corrected. At the time of the EPA inspection, all findings from the March 2012 compliance audit were not corrected.

27. Respondent failed to comply with the risk management plan requirements under 40 C.F.R. § 68.160(a). This section provides that the owner or operator shall complete a single registration form in the RMP and the form shall cover all regulated substances handled in the covered process. At the time of the EPA inspection, Respondent significantly under reported the quantity of anhydrous ammonia in the covered process as 18,000 pounds. A corrected RMP submission indicates the covered process at the Facility contained approximately 34,000 pounds of anhydrous ammonia at the time of the EPA inspection.

F. TERMS OF CONSENT AGREEMENT

28. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:
- (a) admits that the EPA has jurisdiction over the subject matter alleged in this Agreement;
 - (b) neither admits nor denies the alleged violations of law stated above;
 - (c) consents to the assessment of a civil penalty and to perform the Supplemental Environmental Project (“SEP”) as stated below;
 - (d) consents to the issuance of any specified compliance or corrective action order;
 - (e) consents to the conditions specified in this CCCA;
 - (f) waives any right to contest the alleged violations of law set forth in Section E of this CCCA; and,
 - (g) waives its rights to appeal the Final Order which approves this CCCA.
29. For the purpose of this proceeding, Respondent:
- (a) certifies that it has corrected the alleged violations listed in Section E of this CCCA;
 - (b) agrees that this CCCA states a claim upon which relief may be granted against Respondent;
 - (c) acknowledges that this CCCA constitutes an enforcement action for purposes of considering Respondent’s compliance history in any subsequent enforcement actions;

- (d) 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 CCCA, including any right of judicial review under Section 307(b)(1) of the Clean Air Act, 42 U.S.C. § 7607(b)(1);
- (e) consents to personal jurisdiction in any action to enforce this CCCA in the United States District Court for the District of Utah or other venue, at the discretion of the case team; and
- (f) 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 compel compliance with this CCCA and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action.

G. SUPPLEMENTAL ENVIRONMENTAL PROJECT .

- 30. In response to violations of the CAA alleged herein and in settlement of this matter, although not required by the CAA or any other federal, state, or local law, Respondent shall satisfactorily complete the pollution prevention Supplemental Environmental Project (SEP) described below, which is incorporated herein by reference and is enforceable by this CCCA. The Parties agree that the SEP is intended to secure significant environmental and public health protection and benefits by a) helping prevent or mitigate releases of ammonia from, and improve chemical safety at, the Facility, and b) enhance the emergency planning and chemical spill response capabilities of the Facility and other responding entities. Hereinafter this SEP will be referred to as the "Safety Upgrade SEP."
- 31. Respondent shall perform a Safety Upgrade SEP to enhance the capability of the ammonia monitoring and response system. The enhancements shall provide real time monitoring, alarming, controls, and notification capability for the ammonia refrigeration system, which include, but are not limited to:

- (a) Remote shutdown capability of the ammonia refrigeration system and the ability to divert ammonia to a diffusion tank in the event of an emergency;
 - (b) Real-time monitoring and access to the ammonia refrigeration and alarm systems; and,
 - (c) Expand current surveillance system to include camera monitoring of all external roof top refrigerated air makeup units.
32. Respondent represents that, to the best of its knowledge after thorough review of the most current industry standards by Respondents or its agents, the safety upgrades described in paragraph 31 exceed the requirements of the most current industry standards.
33. Respondent certifies that, as of the date of this CCCA, the Safety Upgrade SEP is anticipated to cost one hundred twenty-nine thousand, nine hundred dollars (\$129,900). “Satisfactory completion” of the SEP shall mean: a) making safety improvements to the Facility as described in paragraph 31 no later than March 31, 2017, and b) spending a minimum of \$129,000 to carry out the Safety Upgrade SEP.
34. Respondent certifies that all cost information provided to the EPA in connection with the EPA’s approval of the Safety Upgrade SEP is complete and accurate and that Respondent in good faith estimates that the cost to complete and implement the SEP is as stated in paragraph 33.
35. Respondent certifies that, as of the date of executing this CCCA, Respondent is not required to perform or develop the Safety Upgrade SEP by agreement, grant, or as injunctive relief awarded in any other action in any forum.
36. Respondent certifies that the Safety Upgrade SEP is not a project the Respondent was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in the CCCA.
37. Respondent certifies that it has not or will not receive credit for the Safety Upgrade SEP in any other enforcement action.

38. Respondent certifies that it will not receive any reimbursement for any portion of the Safety Upgrade SEP from any person or entity.
39. Respondent certifies that for federal income tax purposes that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the Safety Upgrade SEP.
40. Respondent certifies that it is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as the Safety Upgrade SEP.
41. Respondent expressly agrees that any public statement, oral or written, in print, film or other media, made by Respondent which makes reference to the Safety Upgrade SEP under this CCCA shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action taken by the United States Environmental Protection Agency to enforce federal laws."
42. Respondent shall submit a SEP Completion Report to EPA within thirty (30) day of completion of the Safety Upgrade SEP. The SEP Completion Report shall contain the following information:
 - (a) A detailed description of the SEP as implemented, including photographs of the newly installed equipment;
 - (b) A description of any implementation problems encountered and the solutions thereto;
 - (c) Itemized costs, documented by copies of invoices, purchase orders, receipts, canceled checks, or wire transfer records that specifically identify and itemize the individual costs associated with the SEP. Where the SEP Completion Report includes costs not eligible for SEP credit, those costs must be clearly identified as such;
 - (d) Certification that the SEP has been fully completed;
 - (e) A description of the environmental and public health benefits resulting from the implementation of the SEP;

- (f) A statement that no tax returns filed or to be filed by Respondent will contain deductions or depreciations for any expenses associated with the SEP; and,
- (g) The following statement, signed by Respondent's officer, under penalty of law, attesting that the information contained in the SEP Completion Report is true, accurate, and not misleading:

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.

43. Respondent shall submit the SEP Completion Report to:

Greg Bazley, Technical Enforcement Program
U.S. Environmental Protection Agency (8ENF-AT)
1595 Wynkoop Street
Denver, Colorado 80202-1129

44. After receiving the SEP Completion Report, the EPA shall notify Respondent in writing, (i) regarding any deficiencies in the SEP Completion Report itself, along with a grant of an additional (30) days for Respondent to correct any deficiencies; or (ii) indicate that the EPA concludes that the Safety Upgrade SEP has been completed satisfactorily, or (iii) determine that the Safety Upgrade SEP has not been completed satisfactorily.
45. If the EPA elects to exercise option (i) in paragraph 44, i.e. the SEP Completion Report is determined to be deficient, but the EPA has not made a final determination about the adequacy of the SEP completion itself, the EPA shall 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 shall 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 shall provide a written statement of its decision on the adequacy of the SEP to Respondent, which decision shall be final and binding upon Respondent.

46. In the event Respondent fails to comply with any terms 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 shall be liable for stipulated penalties according to the provisions set forth below:

(a) Except as provided in subparagraphs b and c below, if the Safety Upgrade SEP is not completed satisfactorily and timely pursuant to the requirements set forth in this Agreement, Respondent shall be liable for and shall pay a stipulated penalty to the United States in the amount of \$149,100, minus the amount that Respondent can demonstrate it spent on the Safety Upgrade SEP.

(b) The EPA shall determine whether the SEP has been satisfactorily completed and whether Respondent has made a good faith, timely effort to implement the SEP.

(c) If Respondent fails to timely and completely submit the SEP Completion Report required by this Agreement, Respondent shall be liable for and shall pay a stipulated penalty in the amount of \$100.00 for each day after the due date until a complete report is submitted.

(d) Respondent shall pay any stipulated penalties not more than fifteen (15) days after receipt of written demand by the EPA for such penalties. Method of payment shall be in accordance with the provisions set forth in the Civil Penalty section below.

(e) The EPA may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this CCCA.

47. Respondent shall 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 and shall provide the EPA with copies of such documentation within fourteen days of any request from the EPA for this documentation.

H. CIVIL PENALTY

48. Section 113(d)(1)(B) of the Act, 42 U.S.C. § 7413(d)(1)(B), and 40 C.F.R. part 19 authorize the assessment of a civil penalty of up to \$37,500 per day of violation for each violation of the implementing regulations associated with the “Prevention of Accidental Releases” requirements of 42 U.S.C. § 7412(r). To determine the amount of the civil penalty to be assessed pursuant to section 113(e)(1) of the Act, 42 U.S.C. § 7413(e)(1), the EPA took into account, in addition to such other factors as justice may require, the SEP described above, the size of the business, the economic impact of the penalty on the business, the violator’s full compliance history and good faith efforts to comply, the duration of the violations as established by any credible evidence (including evidence other than the applicable test method), the economic benefit of noncompliance, and the seriousness of the violations.
49. Penalty Payment. Respondent agrees to:
- (a) pay the civil penalty of forty-four thousand, nine hundred dollars (\$44,900) within thirty (30) calendar days of the Effective Date of this Agreement.
 - (b) Respondent shall make a payment by cashier’s check or certified check, or by wire transfer in the amount of \$44,900 and shall include the case name and docket number on the face of the check or wire transfer confirmation. A check should be payable to “Treasurer, United States of America.” The payment shall be remitted as follows:

If remitted by regular U.S. mail:
U.S. Environmental Protection Agency
P.O. Box 979077
St. Louis, Missouri 63197-9000

If remitted by any overnight commercial carrier:

U.S. Bank
Government Lockbox No. 979077
1005 Convention Plaza
SL-MO-C2-GL
St. Louis, Missouri 63101

If remitted by wire transfer:

Any wire transfer must be sent directly to the Federal Reserve Bank in New York City using the following information:
Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, New York 10045
Beneficiary: US Environmental Protection Agency

- (c) In addition, at the time of payment, Respondent shall forward notice of payment of the civil penalty as well as copies of the payment check or payment receipt to:

Greg Bazley, Technical Enforcement Program
U.S. Environmental Protection Agency (8ENF-AT)
1595 Wynkoop Street
Denver, Colorado 80202-1129

50. If Respondent fails to timely pay any portion of the penalty assessed under this Agreement, 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. § 7413(d)(5);
 - (b) refer the debt to a credit reporting agency or a collection agency, 42 U.S.C. § 7413(d)(5), 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, 40 C.F.R. Part 13, Subparts C and H; and, (d) suspend or revoke Respondent's licenses or other privileges, or (ii) 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.

I. EFFECT OF CCCA

51. The provisions of this CCCA shall apply to and be binding upon Respondent and its officers, directors, employees, agents, trustees, servants, authorized representatives, successors, and assigns.
52. By signing this CCCA, Respondent acknowledges that this CCCA will be available to the public and agrees that this CCCA does not contain any confidential business information or personally identifiable information.
53. By signing this CCCA, the undersigned representative of Complainant and the undersigned representative of Respondent each certify that he or she is fully authorized to execute and enter into the terms and conditions of this CCCA and has the legal capacity to bind the party he or she represents to this CCCA.
54. By signing this CCCA, both parties agree that each party's obligations under this CCCA constitute sufficient consideration for the other party's obligations.
55. By signing this CCCA, Respondent certifies that the information it has supplied concerning this matter was at the time of submission true, accurate, and complete for each such submission, response, and statement. Respondent acknowledges that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.
56. Except as qualified by Paragraph 50, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.

57. In accordance with 40 C.F.R. § 22.18(c), completion of the terms of this CCCA resolves only Respondent's liability for federal civil penalties for the violations and facts specifically alleged above.
58. Penalties paid pursuant to this CCCA shall not be deductible for purposes of federal taxes.
59. This CCCA 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 hereof.
60. The terms, conditions, and compliance requirements of this CCCA may not be modified or amended except upon the written agreement of both parties, and approval of the Regional Judicial Officer.
61. Any violation of this CCCA may result in a civil judicial action for an injunction or civil penalties of up to \$37,500 per day per violation, or both, as provided in Section 113(b)(2) of the Act, 42 U.S.C. § 7413(b)(2), as well as criminal sanctions as provided in Section 113(c) of the Act, 42 U.S.C. § 7413(c). The EPA may use any information submitted under this CCCA in an administrative, civil judicial, or criminal action.
62. Nothing in this CCCA shall relieve Respondent of the duty to comply with all applicable provisions of the Act and other federal, state, or local laws or statutes, nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit.
63. Nothing herein shall be construed to limit the power of the 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.
64. The EPA reserves the right to revoke this CCCA and settlement penalty if and to the extent that the 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 the EPA, and the EPA reserves the right to assess and collect any and all civil penalties for any violation described herein. The EPA shall give Respondent notice of its intent to revoke, which shall not be effective until received by Respondent in writing.

J. EFFECTIVE DATE

65. Respondent and Complainant agree to issuance of a final order. Upon filing, the EPA will transmit a copy of the filed CCCA to the Respondent. This CCCA and subsequently issued Final Order shall become effective after execution of the Final Order by the Regional Judicial Officer on the date of filing with the Hearing Clerk.

CERTIFICATE OF SERVICE

The undersigned certifies that the original of the attached **COMBINED COMPLAINT AND CONSENT AGREEMENT** in the matter of **Otto and Sons, Inc.; DOCKET NO.: CAA-08-2016-0007** was filed with the Regional Hearing Clerk on September 22, 2016. The **FINAL ORDER** was filed with the Regional Hearing Clerk on Sept 23, 2016.

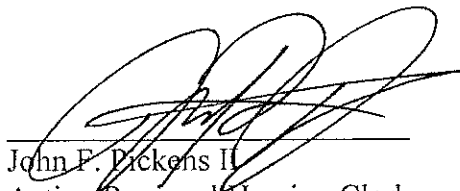
Further, the undersigned certifies that a true and correct copy of the documents were emailed to, Marc Weiner, Enforcement Attorney. True and correct copies of the aforementioned documents were placed in the United States mail certified/return receipt on Sept 23, 2016, to:

Respondent

Bryan Dedrickson
4980 West 9470 South
West Jordan, Utah 84081

And emailed to:

Jessica Farmer
U. S. Environmental Protection Agency
Cincinnati Finance Center
26 W. Martin Luther King Drive (MS-0002)
Cincinnati, Ohio 45268



John F. Pickens II
Acting Regional Hearing Clerk

