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HEARINGS CLERK  
EPA - REGION 10

BEFORE THE  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

In the Matter of: )  
CHRISTENSEN, INC., ) DOCKET NO. EPCRA-10-2017-0087  
Grandview, Washington, ) **CONSENT AGREEMENT**  
Respondent. )  
\_\_\_\_\_ )

**I. STATUTORY AUTHORITY**

1.1. This Consent Agreement is issued under the authority vested in the Administrator of the U.S. Environmental Protection Agency (“EPA”) by Section 325 of the Emergency Planning and Community Right-to-Know Act (“EPCRA”), 42 U.S.C. § 11045.

1.2. Pursuant to Section 325 of EPCRA, 42 U.S.C. § 11045, and in accordance with the “Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties,” 40 C.F.R. Part 22, EPA issues, and Christensen, Inc. (“Respondent”) agrees to issuance of, the Final Order attached to this Consent Agreement (“Final Order”).

## II. PRELIMINARY STATEMENT

2.1. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b), issuance of this Consent Agreement commences this proceeding, which will conclude when the Final Order becomes effective.

2.2. The Director of the Office of Compliance and Enforcement, EPA Region 10 (“Complainant”) has been delegated the authority pursuant to Section 325 of EPCRA, 42 U.S.C. § 11045, to sign consent agreements between EPA and the party against whom an administrative penalty for violations of EPCRA is proposed to be assessed.

2.3. Part III of this Consent Agreement contains a concise statement of the factual and legal basis for the alleged violations of EPCRA together with the specific provisions of EPCRA and the implementing regulations that Respondent is alleged to have violated.

## III. ALLEGATIONS

3.1. Section 312(a) of EPCRA, 42 U.S.C. § 11022(a), and its implementing regulations at 40 C.F.R. Part 370, require the owner or operator of a facility which is required by the Occupational Safety and Health Administration (“OSHA”) to prepare or have available a material safety data sheet (“MSDS”)<sup>1</sup> for a hazardous chemical, to prepare and submit an Emergency and Hazardous Chemical Inventory Form (Tier I or Tier II as described in 40 C.F.R. Part 370) to the State Emergency Response Commission (“SEPC”), the Local Emergency Response Commission (“LEPC”), and the fire department with jurisdiction over the facility

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<sup>1</sup> Effective May 25, 2012, OSHA changed the term “material safety data sheet” to “safety data sheet.” 77 Fed. Reg. 17574 (March 26, 2012). For purposes of this Consent Agreement, the term “material safety data sheet” shall mean “safety data sheet,” and vice versa.

("Fire Department") by March 1, 1988, and annually thereafter on March 1. The form must contain the information required by Section 312(d) of EPCRA, 42 U.S.C. § 11022(d), covering all hazardous chemicals required by OSHA to have an MSDS that are present at the facility at any one time during the preceding year in amounts equal to or exceeding 10,000 pounds or, in the case of an Extremely Hazardous Substance, in amounts equal to or exceeding 500 pounds or the Threshold Planning Quantity designated by EPA at 40 C.F.R. Part 355, Appendices A and B, whichever is lower.

3.2. The OSHA Hazard Communication Standard ("OSHA Standard"), 29 C.F.R. § 1910.1200(b), requires employers to provide information to their employees about hazardous chemicals to which they are exposed by means of, *inter alia*, an MSDS. The section applies to any chemical which is known to be present in the workplace in such a manner that employees may be exposed under normal conditions of use or in a foreseeable emergency.

3.3. Under the implementing regulations of Section 312 of EPCRA, EPA has established thresholds in excess of 10,000 pounds for the hazardous chemicals gasoline and diesel fuel at "retail gas stations," as that term is defined in 40 C.F.R § 370.10(a)(2)(ii) and (iii), provided certain conditions are met. See 40 C.F.R. § 370.10(a)(2)(ii)(75,000 for gasoline) and 40 C.F.R. § 370.10(a)(2)(iii)(100,000 for diesel).

3.4. Respondent is the owner and/or operator, either directly or as a parent corporation or otherwise an entity with control, of the following facilities ("Facilities"):

3.4.1 Grandview Plant located at 501 East Wine Country Road in Grandview, Washington 98930 ("Grandview Facility").

- 3.4.2 Yakima Plant located at 311 West I Street in Yakima, Washington 98902 (“Yakima Facility”).
- 3.4.3 Pasco Plant located at 151 Commercial Avenue in Pasco, Washington 99301 (“Pasco Facility”).
- 3.4.4 Seaport Petroleum Facility located at 7800 Detroit Avenue Southwest in Seattle, Washington 98106 (“Seattle Facility”).
- 3.4.5 Toppenish Plant located at 63443 Highway 97 in Toppenish, Washington 98948 (“Toppenish Facility”).
- 3.4.6 Mid Valley Car Dealership located at 501 Stover Road, Grandview, Washington 98930 (“Stover Facility”).

3.5. The OSHA Standard requires an MSDS to be prepared, or available, for each of the following: diesel, gasoline, motor oil, and LPG-propane.

3.6. Diesel, gasoline, motor oil, and LPG-propane are therefore each a “hazardous chemical,” as defined in EPCRA Section 329, 42 U.S.C. § 11049(5) and the OSHA Hazard Communication Standard, 29 C.F.R. § 1910.1200(b).

3.7. None of the Respondent’s Facilities are a “retail gas station” as defined in 40 C.F.R § 370.10(a)(2)(ii) and (iii).

3.8. During calendar years 2012, 2013, and 2014, more than 10,000 pounds of each of two hazardous chemicals, as defined by Section 312 of EPCRA, 42 U.S.C. § 11022(a), and the OSHA Hazard Communication Standard, 29 C.F.R. § 1910.1200(b), including diesel, were present at Respondent’s Grandview Facility.

3.9. During calendar years 2012, 2013, and 2014, more than 10,000 pounds of each of 21 hazardous chemicals, as defined by Section 312 of EPCRA, 42 U.S.C. § 11022(a), and the OSHA Hazard Communication Standard, 29 C.F.R. § 1910.1200(b), including diesel, were present at Respondent's Yakima Facility.

3.10. During calendar years 2012, 2013, and 2014, more than 10,000 pounds of each of 49 hazardous chemicals, as defined by Section 312 of EPCRA, 42 U.S.C. § 11022(a), and the OSHA Hazard Communication Standard, 29 C.F.R. § 1910.1200(b), including gasoline, were present at Respondent's Pasco Facility.

3.11. During calendar years 2012, 2013, and 2014, more than 10,000 pounds of each of 47 hazardous chemicals, as defined by Section 312 of EPCRA, 42 U.S.C. § 11022(a), and the OSHA Hazard Communication Standard, 29 C.F.R. § 1910.1200(b), including motor oil, were present at Respondent's Seattle Facility.

3.12. During calendar years 2012, 2013, and 2014, more than 10,000 pounds of each of three hazardous chemicals, as defined by Section 312 of EPCRA, 42 U.S.C. § 11022(a), and the OSHA Hazard Communication Standard, 29 C.F.R. § 1910.1200(b), including diesel, were present at Respondent's Toppenish Facility.

3.13. During calendar years 2012, 2013, and 2014, more than 10,000 pounds of LPG-Propane, a hazardous chemical as defined by Section 312 of EPCRA, 42 U.S.C. § 11022(a), and the OSHA Hazard Communication Standard, 29 C.F.R. § 1910.1200(b), was present at Respondent's Stover Facility.

3.14. Respondent did not file any Emergency and Hazardous Chemical Inventory Forms for any of Respondent's Facilities until June 2015.

COUNTS 1-3

3.15. Respondent violated 42 U.S.C. § 11022 and 40 C.F.R. § 370.45 by failing to timely submit an Emergency and Hazardous Chemical Inventory Form for hazardous chemicals present at its Grandview Facility to the SERC, the LEPC, and the Fire Department for each of calendar years 2012, 2013, and 2014, by March 1 of the following year.

COUNTS 4-6

3.16. Respondent violated 42 U.S.C. § 11022 and 40 C.F.R. § 370.45 by failing to timely submit an Emergency and Hazardous Chemical Inventory Form for hazardous chemicals present at its Yakima Facility to the SERC, the LEPC, and the Fire Department for each of calendar years 2012, 2013, and 2014, by March 1 of the following year.

COUNTS 7-9

3.17. Respondent violated 42 U.S.C. § 11022 and 40 C.F.R. § 370.45 by failing to timely submit an Emergency and Hazardous Chemical Inventory Form for hazardous chemicals present at its Pasco Facility to the SERC, the LEPC, and the Fire Department for each of calendar years 2012, 2013, and 2014, by March 1 of the following year.

COUNTS 10-12

3.18. Respondent violated 42 U.S.C. § 11022 and 40 C.F.R. § 370.45 by failing to timely submit an Emergency and Hazardous Chemical Inventory Form for hazardous chemicals present at its Seattle Facility to the SERC, the LEPC, and the Fire Department for each of calendar years 2012, 2013, and 2014, by March 1 of the following year.

#### COUNTS 13-15

3.19. Respondent violated 42 U.S.C. § 11022 and 40 C.F.R. § 370.45 by failing to timely submit an Emergency and Hazardous Chemical Inventory Form for hazardous chemicals present at its Toppenish Facility to the SERC, the LEPC, and the Fire Department for each of calendar years 2012, 2013, and 2014, by March 1 of the following year.

#### COUNTS 16-18

3.20. Respondent violated 42 U.S.C. § 11022 and 40 C.F.R. § 370.45 by failing to timely submit an Emergency and Hazardous Chemical Inventory Form for hazardous chemicals on site at its Stover Facility to the SERC, the LEPC, and the Fire Department for each of calendar years 2012, 2013, and 2014, by March 1 of the following year.

3.21. Under Section 325 of EPCRA, 42 U.S.C. § 11045, and 40 C.F.R. Part 19, EPA may assess a civil penalty for each such violation.

#### **IV. TERMS OF SETTLEMENT**

4.1. Respondent admits the jurisdictional allegations of this Consent Agreement.

4.2. Respondent neither admits nor denies the other factual allegations and legal conclusions contained in this Consent Agreement.

#### **Penalty**

4.3. EPA has determined and Respondent agrees that an appropriate penalty to settle this action is \$65,670 (the "Assessed Penalty").

4.4. Respondent agrees to pay the Assessed Penalty within 30 days of the effective date of the Final Order.

4.5. Payments under this Consent Agreement and the Final Order may be paid by check (mail or overnight delivery), wire transfer, ACH, or online payment. Payment instructions are available at: <http://www2.epa.gov/financial/makepayment>. Payments made by a cashier's check or certified check must be payable to the order of "Treasurer, United States of America" and delivered to the following address:

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

Respondent must note on the check the title and docket number of this action.

4.6. Concurrently with payment, Respondent must serve photocopies of the check, or proof of other payment method, described in Paragraph 4.5 on the Regional Hearing Clerk and EPA Region 10 at the following addresses:

Regional Hearing Clerk  
U.S. Environmental Protection Agency  
Region 10, Mail Stop ORC-113  
1200 Sixth Avenue, Suite 900  
Seattle, Washington 98101  
[Young.teresa@epa.gov](mailto:Young.teresa@epa.gov)

Erin Williams  
U.S. Environmental Protection Agency  
Region 10, Mail Stop OCE-101  
1200 Sixth Avenue, Suite 900  
Seattle, Washington 98101  
[Williams.erin@epa.gov](mailto:Williams.erin@epa.gov)

4.7. If Respondent fails to pay any portion of the Assessed Penalty in full by its due date, the entire unpaid balance of the Assessed Penalty and accrued interest shall become immediately due and owing. If such a failure to pay occurs, Respondent may be subject to a civil action under Section 325(f)(1) of EPCRA, 42 U.S.C. § 11045(f)(1), to collect any unpaid penalties, together with interest, handling charges, and nonpayment penalties, as set forth below.

4.8. If Respondent fails to pay any portion of the Assessed Penalty in full by its due date, Respondent shall also be responsible for payment of the following amounts:



4.8.1. Interest. Pursuant to 31 U.S.C. § 3717(a)(1), any unpaid portion of the Assessed Penalty shall bear interest at the rate established by the Secretary of the Treasury from the effective date of the Final Order contained herein, provided, however, that no interest shall be payable on any portion of the Assessed Penalty that is paid within 30 days of the effective date of the Final Order contained herein.

4.8.2. Handling Charge. Pursuant to 31 U.S.C. § 3717(e)(1), a monthly handling charge of \$15 shall be paid if any portion of the Assessed Penalty is more than 30 days past due.

4.8.3. Nonpayment Penalty. Pursuant to 31 U.S.C. § 3717(e)(2), a nonpayment penalty of 6% per annum shall be paid on any portion of the Assessed Penalty that is more than 90 days past due, which nonpayment shall be calculated as of the date the underlying penalty first becomes past due.

4.9. The Assessed Penalty, including any additional costs incurred under Paragraph 4.8, represents an administrative civil penalty assessed by EPA and shall not be deductible for purposes of federal taxes.

#### **Supplemental Environmental Project**

4.10. Respondent agrees to implement and complete a Supplemental Environmental Project (“SEP”) consisting of (i) installation of equipment and software on 180 underground storage tanks owned or operated by Respondent’s customers that provides an electronic, web-based system that will send data from the tank monitoring system on the particular tank to a central management system and electronic notification of failed tests, warnings, and alarms; and (ii) advanced payment of the annual monitoring fee for one year for each such system.

Respondent has selected the “Environmental Workbench” equipment and software by IntelliFuel Systems, Inc. (“IntelliFuel Monitoring System”) for this SEP. The primary purpose of the SEP is to provide instant notification to off-site locations of events that have the potential to cause or have caused a release of hazardous substances from the tanks.

4.11. Respondent shall install, render operational, and pay the annual monitoring fee for the 180 IntelliFuel Monitoring Systems on the following schedule:

4.11.1 By September 30, 2017: 60 IntelliFuel Monitoring Systems;

4.11.2 By December 31, 2017: 40 IntelliFuel Monitoring Systems (for a total of 100);

4.11.3 By March 31, 2018: 40 IntelliFuel Monitoring Systems (for a total of 140); and

4.11.4 By August 31, 2018: 40 IntelliFuel Monitoring Systems (for a total of 180).

4.12. Respondent’s deadlines for performing the SEP shall be excused or extended if such performance is prevented or delayed solely by events which constitute a *Force Majeure* event. A *Force Majeure* event is defined as any event arising from causes beyond the reasonable control of Respondent, including its employees, agents, consultants, and contractors, which could not be overcome by due diligence and which delays or prevents performance of the SEP within the specified time period. A *Force Majeure* event does not include, *inter alia*, increased cost of performance, changed economic circumstances, changed labor relations, normal precipitation or climate events, changed circumstances arising out of the sale, lease, or other transfer or

conveyance of title or ownership or possession of a site, or failure to obtain federal, state, or local permits.

4.13. Respondent certifies to the truth, accuracy, and completeness of all cost information provided to EPA in connection with EPA's approval of the SEP, and that Respondent in good faith estimates that the cost to implement the SEP, exclusive of internal labor costs, is \$304,385.

4.14. Respondent also certifies that, as of the date of this Consent Agreement:

4.14.1 Respondent is not required to perform or develop the SEP by any federal, state, or local law or regulation;

4.14.2 Respondent is not required to perform or develop the SEP by another agreement, under a grant, or as injunctive relief in any other case;

4.14.3 Respondent has not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEP;

4.14.4 The SEP is not a project that Respondent was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this Consent Agreement;

4.14.5 Respondent will not receive any reimbursement or tangible consideration of any kind for any portion of the SEP from any other person or entity.

4.14.6 For federal income tax purposes, Respondent agrees that it will neither capitalize in inventory or basis nor deduct any costs or expenditures incurred in performing the SEP;

4.14.7 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

4.14.8 The activities and services funded by the SEP will not be conducted on or provide benefit to federally-owned property.

4.15. Prior to implementing the SEP at any facility, Respondent will inquire of the owner or operator of the facility and obtain a certificate from such owner or operator confirming that:

4.15.1 Implementation of the SEP at the facility is not required by any federal, state, or local law or regulation;

4.15.2 Implementation of the SEP at the facility is not required by another agreement, under a grant, or as injunctive relief in any other case;

4.15.3 The owner or operator has not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEP; and

4.15.4 The owner or operator is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as the SEP.

4.16. Notwithstanding that the SEP will be implemented at facilities not under the control of Respondent, Respondent is responsible for the satisfactory completion of the SEP in accordance with the requirements of this CAFO. Respondent may use contractors, consultants, or others in planning and implementing the SEP.

4.17. Respondent shall submit reports to EPA as follows:

4.17.1 Respondent shall notify EPA in writing within 10 days if it fails to meet a milestone set forth in Paragraph 4.11 above. Such written notice shall include a

description of how many of the required installations for that timeframe have been completed, why the milestone was not met, and a proposed date for completing the remaining required installations for that milestone.

4.17.2 By August 30, 2018, Respondent shall submit a SEP Completion Report that includes the following information:

- (1) A detailed description of the SEP as implemented;
- (2) Certification that the SEP has been fully implemented pursuant to the provisions of this Consent Agreement and documentation providing evidence of the project's completion (including but not limited to photos, vendor invoices or receipts, correspondence) and documentation of all SEP expenditures;
- (3) A description of any problems encountered and the solutions thereto; and
- (4) A description of the environmental and public health benefits resulting from implementation of the SEP.

4.18. Unless otherwise instructed in writing by EPA, Respondent shall submit all notices and reports related to the SEP as required by this Consent Agreement by first class mail, overnight mail, or hand delivery to:

Erin Williams  
U.S. Environmental Protection Agency  
Region 10, Mail Stop OCE-101  
1200 Sixth Avenue, Suite 900  
Seattle, Washington 98101

4.19. Respondent agrees that EPA may inspect Respondent's records related to the SEP at any reasonable time in order to confirm that the SEP is being undertaken in conformity with the representations made herein.

4.20. Respondent shall maintain legible copies of documentation of the underlying data for documents or reports submitted to EPA pursuant to this Consent Agreement until the SEP Completion Report is accepted pursuant to Paragraph 4.21, and Respondent shall provide the documentation of any such underlying data to EPA within 15 days of a written request for such

information. In all documents or reports including, without limitation, the SEP Completion Report submitted to EPA pursuant to this Consent Agreement, Respondent shall, by a corporate officer, sign and certify under penalty of law that the information contained in such a document or report is true, accurate, and not misleading by signing the following statement:

“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.”

4.21. Following receipt of the SEP Completion Report described in Paragraph 4.17.2, EPA will do one of the following: (i) accept the Report; (ii) reject the Report, notify Respondent, in writing, of deficiencies in the Report, and provide Respondent an additional 30 days in which to correct any deficiencies; or (iii) reject the Report and seek stipulated penalties in accordance with Paragraphs 4.22 and 4.23.

4.22. If Respondent fails to satisfactorily complete the SEP as contemplated by this Consent Agreement and this failure was not caused solely by events which constitute a *Force Majeure* as defined by Paragraph 14.12, then stipulated penalties shall be due and payable by Respondent to EPA upon demand in accordance with Paragraph 14.23. EPA may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this Consent Agreement. The determination of whether the SEP has been satisfactorily completed and whether Respondent has made a good faith, timely effort to implement the SEP is reserved to the sole discretion of EPA.

4.23. If Respondent fails to satisfactorily complete the SEP required by this Consent Agreement, Respondent shall pay stipulated penalties, upon written demand from EPA, as follows:

4.23.1 For each day that a SEP milestone identified in Subparagraphs 4.11.1 through 4.11.3 remains incomplete or a notice or report required by Paragraph 4.17 is past due:

<b>Period of Noncompliance</b>	<b>Penalty Per Violation Per Day</b>
1 <sup>st</sup> through 14 <sup>th</sup> day	\$100
14 <sup>th</sup> through 30 <sup>th</sup> day	\$250
Greater than 30 days	\$750

4.23.2 If fewer than 180 IntelliFuel Monitoring Systems have been installed by August 31, 2018, a stipulated penalty equal to the shortfall multiplied by \$1860, except that, once the total allowable SEP expenditures plus any stipulated penalties incurred under this Subparagraph exceed the estimated SEP cost in Paragraph 4.13, the multiplier shall be reduced to \$500.

4.24. Respondent shall pay stipulated penalties within 15 days of receipt of a written demand by EPA for such penalties. Payment shall be in accordance with the provisions of Paragraphs 4.5 and 4.6. Interest and late charges shall be paid as stated in Paragraph 4.8.

4.25. Any public statement, oral or written, in print, film, or other media, made by Respondent making reference to the SEP from the date of the execution of this Consent Agreement shall include the following language:

“This project was undertaken in connection with the settlement of an administrative enforcement action taken by the U.S. Environmental Protection Agency under the Emergency Planning and Community Right to Know Act.”

4.26. This Consent Agreement shall not relieve Respondent of its obligation to comply with all applicable provisions of federal, state or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state or local permit, nor shall it be construed to constitute EPA approval of the equipment or technology installed by Respondent in connection with the SEP undertaken pursuant to this Consent Agreement.

#### Additional Provisions

4.27. The undersigned representative of Respondent certifies that he or she is authorized to enter into the terms and conditions of this Consent Agreement and to bind Respondent to this document.

4.28. Except as described in Paragraph 4.8, each party shall bear its own costs and attorneys' fees in bringing or defending this action.

4.29. For purposes of this proceeding, Respondent expressly waives any right to contest the allegations contained in this Consent Agreement and to appeal the Final Order.

4.30. The provisions of this Consent Agreement and the Final Order shall bind Respondent and its agents, servants, employees, successors, and assigns.

4.31. Respondent consents to any conditions specified in this consent agreement.



4.32. The above provisions in Part IV are STIPULATED AND AGREED upon by Respondent and EPA Region 10.

DATED:

April 10, 2017

FOR RESPONDENT:

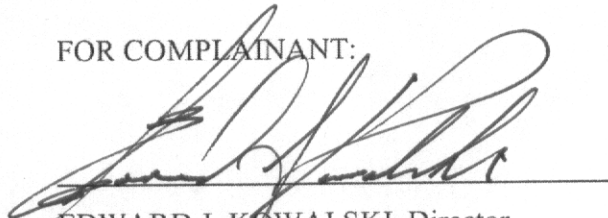


CHRISTENSEN, INC.  
Anthony Christensen  
President

DATED:

4/12/2017

FOR COMPLAINANT:



EDWARD J. KOWALSKI, Director  
Office of Compliance and Enforcement  
EPA Region 10

BEFORE THE  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

In the Matter of:	)	DOCKET NO. EPCRA-2017-10-0087
	)	
CHRISTENSEN, INC.,	)	<b>FINAL ORDER</b>
	)	
Grandview, Washington,	)	
	)	
Respondent.	)	

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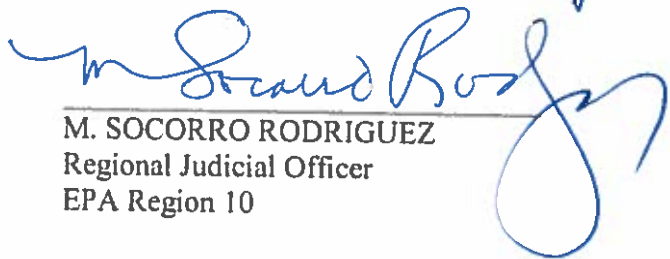
1.1. The Administrator has delegated the authority to issue this Final Order to the Regional Administrator of EPA Region 10, who has redelegate this authority to the Regional Judicial Officer in EPA Region 10.

1.2. The terms of the foregoing Consent Agreement are ratified and incorporated by reference into this Final Order. Respondent is ordered to comply with the terms of settlement.

1.3. The Consent Agreement and this Final Order constitute a settlement by EPA of all claims for civil penalties under EPCRA for the violations alleged in Part III of the Consent Agreement. In accordance with 40 C.F.R. § 22.31(a), nothing in this Final Order shall affect the right of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. The Consent Agreement and this Final Order resolves only those causes of action alleged in Part III of the Consent Agreement. This Final Order does not waive, extinguish, or otherwise affect Respondent's obligations to comply with all applicable provisions of EPCRA and regulations promulgated or permits issued thereunder.

1.4. This Final Order shall become effective upon filing with the Regional Hearing Clerk.

SO ORDERED this 14<sup>th</sup> day of April, 2017.



M. SOCORRO RODRIGUEZ  
Regional Judicial Officer  
EPA Region 10

Certificate of Service

The undersigned certifies that the original of the attached **CONSENT AGREEMENT AND FINAL ORDER, In the Matter of: Christensen, Inc., Docket No.: EPCRA-2017-10-0087**, was filed with the Regional Hearing Clerk and served on the addressees in the following manner on the date specified below:

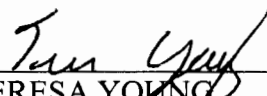
The undersigned certifies that a true and correct copy of the document was delivered to:

Julie Vergeront  
U.S. Environmental Protection Agency  
Region 10, Mail Stop ORC-113  
1200 Sixth Avenue, Suite 900  
Seattle, Washington 98101

Further, the undersigned certifies that a true and correct copy of the aforementioned document was placed in the United States mail certified/return receipt to:

Doug Morrison  
Environmental Law Northwest  
P.O. Box 6786  
Bellevue, Washington 98008

DATED this 17 day of April, 2017.

  
\_\_\_\_\_  
TERESA YOUNG  
Regional Hearing Clerk  
EPA Region 10