



## **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, and Section 109 of CERCLA, 42 U.S.C. § 9609, to sign consent agreements between EPA and the party against whom an administrative penalty for violations of EPCRA and CERCLA are 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 and CERCLA together with the specific provisions of EPCRA and CERCLA and the implementing regulations that Respondent is alleged to have violated.

## **III. ALLEGATIONS**

3.1 Under Section 103(a) of CERCLA, 42 U.S.C. § 9603(a), and 40 C.F.R. § 302.6, any person in charge of an onshore facility shall, as soon as he or she has knowledge of any release of a hazardous substance from such facility in a quantity equal to or greater than the reportable quantity ("RQ") listed in 40 C.F.R. § 302.4, immediately notify the National Response Center ("NRC") of such release.

3.2 Ammonia is a hazardous substance listed in 40 C.F.R. § 302.4 with an RQ of 100 pounds.

3.3 Under Section 304 of EPCRA, 42 U.S.C. § 11004 and 40 C.F.R. Part 355, if a release of an extremely hazardous substance occurs from a facility at which a hazardous chemical is produced, used, or stored, and such release requires notification under Section 103(a) of CERCLA, 42 U.S.C. § 9603(a), the owner or operator of the facility shall immediately provide notice of the release to the State Emergency Response Commission (“SERC”) of any state likely to be affected by the release and the community emergency coordinator for the Local Emergency Planning Committee (“LEPC”) of any area likely to be affected by the release.

3.4 Pursuant to Section 302(a)(2) of EPCRA, 42 U.S.C. § 11002(a)(2), extremely hazardous substances are listed in 40 C.F.R. Part 355, Appendices A and B.

3.5 Ammonia is an extremely hazardous substance listed in 40 C.F.R. Part 355, Appendices A and B.

3.6 Under Section 304 of EPCRA, 42 U.S.C. § 11004 and 40 C.F.R. Part 355, if a release of an extremely hazardous substance occurs from a facility at which a hazardous chemical is produced, used, or stored, and such release requires notification under Section 103(a) of CERCLA, 42 U.S.C. § 9603(a), the owner or operator of the facility shall provide a written follow-up emergency notice as soon as practicable after the release.

3.7 Under Section 101(21) of CERCLA, 42 U.S.C. § 9601(21), and Section 329(7) of EPCRA, 42 U.S.C. § 11049(7), “person” means, *inter alia*, a corporation.

3.8 Under Section 101(9)(A) of CERCLA, 42 U.S.C. § 9601(9)(A), “facility” means any building, structure, installation, equipment, pipe or pipeline (including any pipe into a sewer or publicly owned treatment works), well, pit, pond, lagoon, impoundment, ditch, landfill, storage container, motor vehicle, rolling stock, or aircraft.



3.9 Under Section 329(4) of EPCRA, 42 U.S.C. § 11049(4), “facility” means all buildings, equipment, structures, and other stationary items which are located on a single site or on contiguous or adjacent sites and which are owned or operated by the same person (or by any person which controls, is controlled by, or under common control with, such person).

3.10 Respondent is a limited liability company doing business in the State of Alaska and organized in the State of Delaware.

3.11 Respondent owns and/or operates a cold storage facility at 1560 Ballyhoo Road in Unalaska, Alaska (“the Facility”).

3.12 Respondent is a “person” as defined in CERCLA Section 101(21), 42 U.S.C. § 9601(21), and EPCRA Section 329(7), 42 U.S.C. § 11049(7).

3.13 Respondent is the “owner or operator” and is in charge of the Facility.

3.14 The Facility is a “facility” as defined by Section 101(9)(A) of CERCLA, 42 U.S.C. § 9601(9)(A), and Section 329(4) of EPCRA, 42 U.S.C. § 11049(4).

3.15 Respondent uses ammonia in its refrigeration system at the Facility.

3.16 Subject to certain exclusions not relevant here, Section 101(22) of CERCLA, 42 U.S.C. § 9601(22), defines “release” as any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment.

3.17 Section 329(8) of EPCRA, 42 U.S.C. § 11049(8), defines “release” as any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment of any hazardous chemical, extremely hazardous substance, or toxic chemical.



3.18 On December 3, 2016, at approximately 12:31 p.m. Alaska Standard Time ("AST"), there was a release of ammonia from the Facility by means of emission into the air in quantities greater than the RQ.

3.19 Respondent had knowledge that more than the RQ of ammonia had been released from the Facility on or around the time the release began, but in any event no later than 1:03 p.m. AST.

### COUNT 1

3.20 Respondent notified the NRC of the release of ammonia from the Facility at 11:02 a.m. AST on December 5, 2016, more than 46 hours after Respondent had knowledge of the release.

3.21 Respondent's failure to immediately notify the NRC of the release of ammonia is a violation of Section 103(a) of CERCLA, 42 U.S.C. § 9603(a) and 40 C.F.R. § 302.6.

### COUNT 2

3.22 Respondent notified the SERC of the release of ammonia from the Facility at approximately 11:15 a.m. AST on December 5, 2016, more than 46 hours after Respondent had knowledge of the release.

3.23 Respondent's failure to immediately notify the SERC of the release of ammonia is a violation of Section 304 of EPCRA, 42 U.S.C. § 11004, and 40 C.F.R. §§ 355.42(a)(2) and 355.43(a).

### COUNT 3

3.24 Respondent did not submit a written follow-up emergency notice to the LEPC regarding the release of ammonia from the Facility that occurred on December 3, 2016.

3.25 Respondent's failure to provide a written follow-up emergency notice to the LEPC as soon as practicable after the release is a violation of Section 304 of EPCRA, 42 U.S.C. § 11004, and 40 C.F.R. §§ 355.42(a)(1) and 355.43(b).

#### **ENFORCEMENT AUTHORITY**

3.26 Under Section 325 of EPCRA, 42 U.S.C. § 11045, Section 109 of CERCLA, 42 U.S.C. § 9609, and 40 C.F.R. Part 19, EPA may assess a civil penalty of not more than \$54,789 for each violation, per day.

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

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

4.2. Respondent neither admits nor denies the specific factual allegations contained in this Consent Agreement.

4.3. As required by Section 325(b) of EPCRA, 42 U.S.C. § 11045(b), and Section 109(a)(3) of CERCLA, 42 U.S.C. § 9609(a)(3), EPA has taken into account the nature, circumstances, extent and gravity of the violations, and with respect to Respondent, ability to pay, effect on Respondent's ability to continue to do business, any prior history of such violations, the degree of culpability, economic benefit or savings (if any) resulting from the violations, and such other matters as justice may require. After considering these factors, EPA has determined and Respondent agrees that an appropriate penalty to settle this action is \$10,008 (the "Assessed Penalty"), \$3,336 of which reflects violations of CERCLA, and \$6,672 of which reflects violations of EPCRA.

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, MO 63197-9000

Respondent must note on the check the title and docket number of this action. Respondent must also include a note with the payment indicating that \$3,336 is for the CERCLA penalty and \$6,672 is for the EPCRA penalty.

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, WA 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, WA 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), and/or Section 109 of



CERCLA, 42 U.S.C. § 9609, 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 Paragraphs 4.8, 4.29, and 4.30, represents an administrative civil penalty assessed by EPA and shall not be deductible for purposes of federal taxes.

#### **SUPPLEMENTAL ENVIRONMENTAL PROJECTS**

4.10. Respondent agrees to implement and complete two distinct Supplemental Environmental Projects ("SEPs") in accordance with all provisions described in this Consent

Agreement and Attachment A. The first SEP ("SEP I") will enhance the Facility's existing LOGIX Refrigeration Control System by automating ammonia leak detection, enabling remote detection and recording of ammonia concentration levels, and automating recovery of gaseous and liquid ammonia in the event of a leak, as described in Attachment A. The primary purpose of SEP I is to allow Respondent to detect and respond to ammonia leaks more quickly and reduce the amount of ammonia that is released to the environment in the event of a leak.

4.11. Respondent agrees to install and begin operating SEP I before February 1, 2018, in accordance with all provisions described in this Consent Agreement and Attachment A.

4.12. Respondent further agrees to operate SEP I at the Facility for a minimum of one year following completion of the installation of the system.

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 SEP I, exclusive of internal labor costs, is \$13,875.

4.14. Respondent agrees to implement a second SEP, which consists of the purchase and donation of emergency response equipment for the City of Unalaska Department of Public Safety, and the training of two of Respondent's personnel to enable them to serve as emergency responders on behalf of the City of Unalaska ("SEP II"). Respondent will purchase two Scott-brand Industrial Self-Contained Breathing Apparatuses; two Allegro-brand Self-Contained Breathing Apparatus wall cases; two Level A Full Encapsulated HazMat Suits; and two Bacharach Leakator Jr. Combustible Leak Detectors, and will convey ownership of the aforementioned equipment to the City of Unalaska. Respondent will also pay for two of its



employees to attend three 8-hour days of hazardous waste operations and emergency response training. The training will include instruction on hazard and risk assessment techniques; selection and use of personal protective equipment; and control, containment, confinement, and decontamination procedures that are applicable to ammonia release response.

4.15. Respondent agrees to implement SEP II by purchasing the listed equipment and ensuring that its two selected employees complete emergency responder training within 60 days of the effective date of the Final Order, in accordance with all provisions described in this Consent Agreement.

4.16. Respondent further agrees to ensure that at least two of its employees are trained and equipped to assist the City of Unalaska Department of Public Safety in responding to emergencies for a period of one year from the date of completion of SEP II as described in Paragraph 4.15.

4.17. 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 SEP II, exclusive of internal labor costs, is \$12,623.

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

4.18.1. Respondent is not required to perform or develop SEP I or SEP II by any federal, state, or local law or regulation;

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



4.18.3. Respondent has not received, and is not presently negotiating to receive, credit in any other enforcement action for SEP I or SEP II;

4.18.4. Neither SEP I nor SEP II is 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;

4.18.5. Respondent will not receive any reimbursement for any portion of SEP I or SEP II from any other person or entity; and

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

4.19. 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 either SEP I or SEP II.

4.20. Respondent hereby certifies that (1) it is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as SEP I or SEP II; and (2) it has inquired of the City of Unalaska whether it is a party to an open federal financial assistance transaction that is funding or could fund the same activity as SEP II and has been informed by the City of Unalaska that it is not a party to such a transaction.

4.21. Respondent is responsible for the satisfactory completion of SEP I and SEP II in accordance with the requirements of this Consent Agreement. Respondent may use contractors, consultants, or others in planning and implementing SEP I and/or SEP II.

4.22. Respondent shall submit a SEP I Completion Report to EPA by March 1, 2019.

The SEP I Completion Report shall contain the following information:

- 1) A detailed description of SEP I as implemented;
- 2) Certification that SEP I 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 I 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 SEP I.

4.23. Respondent shall submit a SEP II Completion Report to EPA within 455 days after the effective date of this Consent Agreement. The SEP II Completion Report shall contain the following information:

- 1) A detailed description of SEP II as implemented;
- 2) Certification that SEP II 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 II expenditures;
- 3) A description of any problems encountered and the solutions thereto;
- 4) A list and brief description of all emergencies to which Respondent's employees responded on behalf of the City of Unalaska Department of Safety during the one-year SEP implementation period described in Paragraph 4.16; and
- 5) A description of the environmental and public health benefits resulting from implementation of SEP II.

4.24. Unless otherwise instructed in writing by EPA, Respondent shall submit all notices and reports related to SEP I and to SEP II 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

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

4.26. Respondent shall maintain legible copies of documentation of the underlying data for documents or reports submitted to EPA pursuant to this Consent Agreement until SEP I Completion Report and SEP II Completion Report are accepted pursuant to Paragraph 4.27, 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, SEP I Completion Report and SEP II 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."

4.27. Following receipt of SEP I Completion Report, described in Paragraph 4.22, and SEP II Completion Report, described in Paragraph 4.23, 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 4.29 or 4.30.

4.28. If Respondent fails to satisfactorily complete either SEP as contemplated by this Consent Agreement, then stipulated penalties shall be due and payable by Respondent to EPA



upon demand in accordance with Paragraphs 4.29, 4.30, and 4.31. 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.

4.29. If Respondent fails to satisfactorily complete SEP I as required by this Consent Agreement, Respondent shall pay stipulated penalties, upon written demand from EPA, in the following amount for each day that SEP I remains incomplete:

<b>Period of Noncompliance</b>	<b>Penalty Per Violation Per Day</b>
1 <sup>st</sup> through 7 <sup>th</sup> day	\$100
8 <sup>th</sup> through 21 <sup>st</sup> day	\$200
22 <sup>nd</sup> through 30 <sup>th</sup> day	\$300
Greater than 30 days	\$500

4.30. If Respondent fails to satisfactorily complete SEP II as required by this Consent Agreement, Respondent shall pay stipulated penalties, upon written demand from EPA, in the following amount for each day that SEP II remains incomplete:

<b>Period of Noncompliance</b>	<b>Penalty Per Violation Per Day</b>
1 <sup>st</sup> through 7 <sup>th</sup> day	\$100
8 <sup>th</sup> through 21 <sup>st</sup> day	\$200
22 <sup>nd</sup> through 30 <sup>th</sup> day	\$300
Greater than 30 days	\$500

4.31. 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.

4.32. 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 and the Comprehensive Environmental Response, Compensation, and Liability Act.”

4.33. 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 either SEP undertaken pursuant to this Consent Agreement.

#### **ADDITIONAL PROVISIONS**

4.34. 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.

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

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

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

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

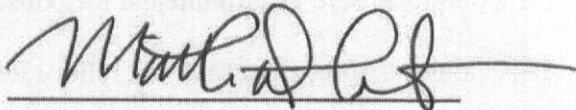


4.39. The above provisions in Part IV are STIPULATED AND AGREED upon by Respondent and EPA Region 10.

DATED:

9.25.17

FOR RESPONDENT:

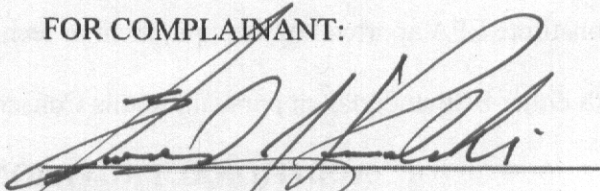


MATTHEW D. LATIMER, Vice President  
Kloosterboer Dutch Harbor LLC

DATED:

9/26/2017

FOR COMPLAINANT:



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



## ATTACHMENT A: SUPPLEMENTAL ENVIRONMENTAL PROJECT (SEP) I

IN THE MATTER OF: Kloosterboer Dutch Harbor LLC,  
Unalaska, Alaska  
EPA DOCKET NO. EPCRA-10-2017-0176  
Consent Agreement and Final Order

In accordance with Paragraphs 4.10 and 4.11 of the above captioned Consent Agreement, Kloosterboer Dutch Harbor LLC ("Respondent") shall implement a SEP ("SEP I") consisting of the following upgrades to Respondent's cold storage facility located at 1560 Ballyhoo Road in Unalaska, Alaska 99692 ("the Facility"). The upgraded system will be installed and function as follows:

- Install fixed leak detectors to monitor ammonia levels in the freezer; detectors will be programmed to send signals to the computerized control system if ammonia levels in the freezer reach preset concentration points. Install solenoid-operated valves; the computerized control system will close the solenoid-operated valve at the inlet to each evaporator, limiting the amount of ammonia that can be leaked into the freezer room.
- If a leak occurs and the ammonia level in the freezer reaches 25 ppm, the control system will notify operators and managers via audible and visual alarms and strobes in the Facility. An automatic paging system will immediately send a message to all cell phone numbers that have been entered in the system. Personnel will be expected to investigate the elevated ammonia concentration and take appropriate action in response.
- If a leak occurs and the ammonia level in the freezer reaches 250 ppm, the control system will notify operators and managers and then automatically shut off the pumps in the machinery room that are pumping pressurized liquid ammonia into the evaporators.
- If a leak occurs in the machinery room and the ammonia level reaches 25 ppm, the control system will notify operators and managers via audible and visual alarms and strobes in the Facility. An automatic paging system will immediately send a message to all cell phone numbers that have been entered in the system. Personnel will be expected to investigate the elevated ammonia concentration and take appropriate action in response. The control system will also activate the machinery room's normal ventilation system.
- If the ammonia level in the machinery room reaches a concentration of 150 ppm, the control system will notify operators and managers and will automatically activate the full emergency exhaust ventilation system. If detectors sense an ammonia concentration of 1% in the machinery room, the control system will notify operators and managers and automatically shut down the entire system.
- Update existing monitoring software to facilitate emergency process responses described above. Software updates will also enable Respondent to monitor and record ammonia concentrations at

the Facility remotely, so that operators in Alaska and at Respondent's headquarters in Seattle can monitor ammonia levels in real time and respond more quickly to potential releases.

All components of SEP I shall be installed and operated in accordance with Paragraphs 4.11 and 4.12 of the above captioned Consent Agreement. Respondent shall provide notification to EPA as described in Paragraph 4.22 of the above captioned Consent Agreement.

BEFORE THE  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

In the Matter of:	)	
	)	DOCKET NO. EPCRA-10-2017-0176
	)	
KLOOSTERBOER DUTCH	)	<b>FINAL ORDER</b>
HARBOR LLC,	)	
	)	
Seattle, 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 redelegated this authority to the Regional Judicial Officer in EPA Region 10.

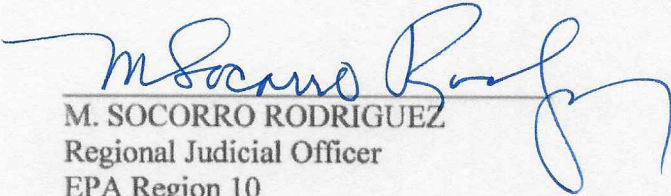
1.2. The terms of the foregoing Consent Agreement are ratified and incorporated by reference into this Final Order. Respondent is ordered to comply with the terms of settlement.

1.3. The Consent Agreement and this Final Order constitute a settlement by EPA of all claims for civil penalties under EPCRA and CERCLA 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. This Final Order does not waive, extinguish, or otherwise affect Respondent's obligations to comply with all applicable provisions of EPCRA and CERCLA 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 26<sup>th</sup> day of September, 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: Kloosterboer Dutch Harbor LLC, Docket No.: EPCRA-10-2017-0176**, was filed with the Regional Hearing Clerk and served on the addressees in the following manner on the date specified below:

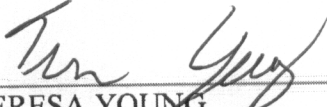
The undersigned certifies that a true and correct copy of the document was delivered to:

Danielle Meinhardt  
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:

Matthew D. Latimer  
Vice President  
Kloosterboer Dutch Harbor LLC  
2025 1<sup>st</sup> Avenue, Suite 900  
Seattle, Washington 98121

DATED this 27 day of September, 2017.

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