

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1**

Received by
EPA Region 1
Hearing Clerk

In the Matter of)	
)	
Jasper Wyman & Son,)	Docket No. CAA-01-2023-0049
178 Main St., Cherryfield, Maine 04622,)	
)	
Respondent.)	
)	
Proceeding under Section 113(d) of the Clean)	
Air Act, 42 U.S.C. § 7413(d))	
)	

CONSENT AGREEMENT AND FINAL ORDER

A. PRELIMINARY STATEMENT

1. The issuance of this Consent Agreement (“Consent Agreement” or “Agreement”) and attached Final Order (“Final Order” or “Order”), in accordance with 40 C.F.R. § 22.13(b), simultaneously commences and concludes an administrative penalty assessment proceeding brought under Section 113(d) of the Clean Air Act (the “Act” or “CAA”), 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 1 (“EPA”).

3. Respondent is Jasper Wyman & Son, a corporation doing business in the State of Maine.

4. Complainant and Respondent, having agreed that settlement of this action is in the public interest, consent to the entry of this consent agreement and the attached final order without adjudication of any issues of law or fact herein, and Respondent agrees to comply with the terms of this Consent Agreement and Final Order (“CAFO”).

5. Respondent neither admits nor denies the specific factual allegations contained in this CAFO.

B. JURISDICTION

6. This Consent Agreement is entered into under Sections 113(a)(3)(A) and (d) of the Act, as amended, 42 U.S.C. §§ 7413(a)(3)(A) and (d), and the Consolidated Rules, 40 C.F.R. Part 22.

7. 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 in accordance with 42 U.S.C. § 7413(d) and 40 C.F.R. § 19.4.

C. GOVERNING LAW AND REGULATIONS

General Duty Clause Requirements

8. Section 112(r) of the CAA, 42 U.S.C. § 7412(r), entitled “Prevention of Chemical Releases,” contains a provision known as the CAA’s General Duty Clause (“General Duty Clause” or “GDC”). The General Duty Clause provides, in pertinent part, as follows:

The owners and operators of stationary sources producing, processing, handling or storing [any extremely hazardous] substances have a general duty in the same manner and to the same extent as [29 U.S.C. § 654] to identify hazards which may result from such releases [of extremely hazardous substances] using appropriate hazard assessment techniques, to design and maintain a safe facility taking such steps as are necessary to prevent releases, and to minimize the consequences of accidental releases which do occur.

See Section 112(r)(1) of the CAA, 42 U.S.C. § 7412(r)(1).

9. The term “have a general duty in the same manner and to the same extent as section 654 of title 29 [of the U.S. Code]” means owners and operators must comply with the General Duty Clause in the same manner and to the same extent as employers must comply with the Occupational Safety and Health Act administered by the Occupational Safety and Health Administration (“OSHA”).

10. “Extremely hazardous substances” under the General Duty Clause include, but are not limited to, substances listed under Section 112(r)(3) of the CAA, 42 U.S.C. § 7412(r)(3), and 40 C.F.R. § 68.130.

11. The term “accidental release” is defined by Section 112(r)(2)(A) of the CAA, 42 U.S.C. § 7412(r)(2)(A), as an unanticipated emission of a regulated substance or other extremely hazardous substance into the ambient air from a stationary source.

12. The term “stationary source” is defined by Section 112(r)(2)(C) of the Act, 42 U.S.C. § 7412(r)(2)(C), in pertinent part, as any buildings, structures, equipment, installations, or

substance-emitting stationary activities, located on one or more contiguous properties under the control of the same person, from which an accidental release may occur.

Risk Management Plan (RMP) Requirements

13. Section 112(r)(7) of the CAA authorizes EPA to promulgate regulations and programs to prevent and minimize the consequences of accidental releases of certain regulated substances. The promulgated regulations are found at 40 C.F.R. Part 68 (“Part 68”).

14. The substances regulated under Part 68 are listed in 40 C.F.R. § 68.130 (“RMP chemicals” or “regulated substances”). This list identifies anhydrous ammonia as an RMP chemical with a threshold quantity of 10,000 pounds. Anhydrous ammonia is also an “extremely hazardous substance” listed under Section 112(r)(3) of the Act, 42 U.S.C. § 7413(r)(3).

15. A “process” is defined by 40 C.F.R. § 68.3 as any activity involving a regulated substance, including any use, storage, manufacturing, handling, or on-site movement of such substances, or combination of these activities.

16. Pursuant to 40 C.F.R. § 68.10, each process in which a regulated substance is present in more than a threshold quantity (“covered process”) is subject to one of three risk management programs. A covered process is subject to Program 3 if the process does not meet the eligibility requirements for Program 1 and is either in a specified NAICS code or subject to OSHA’s process safety management (“PSM”) standard at 29 C.F.R. § 1910.119.

17. Pursuant to 40 C.F.R. § 68.12(a) and (d), the owner or operator of a stationary source with a process subject to Program 3 requirements must, among other tasks, submit a Risk Management Plan (“RMP”), develop a management system to implement the risk management program, and implement the release prevention requirements of 40 C.F.R. §§ 68.65-87.

18. Sections 113(a) and (d) of the CAA, 42 U.S.C. §§ 7413(a) and (d), allow EPA to assess civil penalties for violations of Part 68. The statutory penalties, as adjusted for inflation, are set out in 40 C.F.R. Part 19.

D. VIOLATIONS ALLEGED BY EPA

19. Respondent operates a food processing and storage facility located at 178 Main Street, Cherryfield, Maine (the “Facility”).

20. The Facility is located less than a half mile from other businesses and residential homes.

21. Respondent is a corporation organized under the laws of the State of Maine and is thus a “person” within the meaning of Section 302(e) of the CAA, 42 U.S.C. § 7602(e), against whom an administrative order may be issued under Section 113(a)(3) of the Act, 42 U.S.C. § 7413(a)(3).

22. The Facility is a building or structure from which an accidental release may occur and is therefore a “stationary source” as defined at Section 112(r)(2)(C) of the CAA, 42 U.S.C. § 7412(r)(2)(C), and 40 C.F.R. § 68.3.

23. At all times relevant to the violations alleged herein, Respondent was the “owner or operator” of the Facility.

24. At the times relevant to the violations alleged herein, the Facility’s three ammonia refrigeration systems (“C1, C2, and C3,” “Refrigeration System,” or “Systems” collectively) used approximately 9,975, 9,470, and 3,008 pounds of anhydrous ammonia, respectively.

25. Some piping and other equipment that are components of Respondent’s Refrigeration Systems C1 and C2 are co-located in the same building. EPA alleges an event, such as a fire, in or involving one of these systems could cause a release from the other.

26. Due to their physical proximity, EPA alleges that Systems C1 and C2 are a single “process” under 40 C.F.R. § 68.3.

27. EPA alleges the related C1 and C2 Refrigeration Systems are a “covered process” subject to the 40 C.F.R. Part 68 Program 3 regulations because they collectively store total ammonia in excess of 10,000 pounds and otherwise meet the Program 3 criteria in 40 C.F.R. § 68.10(i).

28. EPA alleges that Refrigeration System C3, which is located separately from the C1 and C2 Processes, has less than 10,000 pounds of anhydrous ammonia and is subject to the General Duty Clause.

29. On June 4, 2019, EPA inspected the Facility (the “Inspection”).

30. Complainant alleges the following violations of the General Duty Clause and 40 C.F.R. Part 68. The first count relates to Refrigeration System C3, and the remaining counts relate to the C1 and C2 Refrigeration Systems.

**Count 1: Failure to Design and Maintain a Safe Facility in Violation of the CAA’s
General Duty Clause**

31. The allegations in paragraphs 1 through 30 are hereby realleged and incorporated herein by reference.

32. Pursuant to the General Duty Clause, Section 112(r)(1) of the CAA, 42 U.S.C. § 7412(r)(1), owners and operators of stationary sources producing, processing, handling, or storing extremely hazardous substances have a duty, in the same manner and to the same extent as Section 654 of Title 29, to design and maintain a safe facility, taking such steps as are necessary to prevent releases.

33. The International Institute of Ammonia Refrigeration (“IIAR”), the American Society of Heating, Refrigerating and Air-Conditioning Engineers (“ASHRAE”), and other industry associations and organizations have developed standards and guidelines for designing and maintaining a safe facility (collectively, “Industry Standards”). These Industry Standards include, *inter alia*, the IIAR Bulletins; ANSI/IIAR Standard 2; the *Ammonia Refrigeration Management Program* (“IIAR ARM”), intended for systems containing less than 10,000 pounds of ammonia; ANSI/ASHRAE Standard 15; and National Fire Protection Association 1, Fire Code, Section 53. EPA consults these Industry Standards to understand the hazards posed by the use of anhydrous ammonia and the standard of care that the refrigeration industry itself has found to be appropriate for managing those hazards.

34. As described in Attachment A, EPA alleges the inspectors observed potentially unsafe conditions with respect to Respondent’s Refrigeration System C3 that constitute failures to design and maintain a safe facility taking such steps as are necessary to prevent a release of an extremely hazardous substance. Examples of the industry standards for these failures to design and maintain the Facility as a safe facility are also listed in Attachment A.

35. Accordingly, EPA alleges Respondent failed to design and maintain a safe facility, in violation of the General Duty Clause, Section 112(r)(1) of the CAA, 42 U.S.C. § 7412(r)(1).

Count 2: Failure to Comply with RMP Safety Information Requirements

36. The allegations in paragraphs 1 through 35 are hereby realleged and incorporated herein by reference.

37. Pursuant to 40 C.F.R. §§ 68.65(d)(2) and (3), the owner or operator of a Program 3 process must document that the process equipment complies with recognized and generally accepted good engineering practices (“RAGAGEP”) and that any equipment that was designed according to outdated standards is designed, maintained, inspected, tested, and operated in a safe manner.

38. As described in Attachment A, EPA alleges Respondent has not documented that equipment in Refrigeration Systems C1 and C2 complies with RAGAGEP or that, for older equipment, such equipment was designed, maintained, inspected, tested, and operating in a safe manner.

39. By failing to document that equipment complies with RAGAGEP and that existing equipment that was designed and constructed in accordance with codes, standards, or practices that are no longer in general use is designed, maintained, inspected, tested, and operating in a safe manner, EPA alleges Respondent violated 40 C.F.R. § 68.65(d)(2) and (3) and Section 112(r)(7)(E) of the CAA, 42 U.S.C. § 7412(r)(7)(E).

Count 3: Failure to Perform RMP and GDC Hazard Identification/Analysis Adequately

40. The allegations in paragraphs 1 through 39 are hereby realleged and incorporated herein by reference.

41. Pursuant to 40 C.F.R. § 68.67, the owner or operator of a Program 3 process is required, among other things, to perform an initial process hazard analysis (“PHA”) on each covered process. The PHA must identify, evaluate, and control the hazards involved in the process. The owner or operator must update the PHA every five years and when a major change in the process occurs. Additionally, pursuant to 40 C.F.R. § 68.67(e), the owner or operator must establish a system to promptly address the recommendations identified in the PHA, including by defining a schedule for completing the action items, taking the actions as soon as possible, and documenting the resolution of the recommendations.

42. Pursuant to the GDC at CAA Section 112(r)(1), owners and operators of stationary sources producing, processing, handling, or storing extremely hazardous substances have a general duty, in the same manner and to the same extent as Section 654 of Title 29, to identify hazards that may result from accidental releases of such substances, using appropriate hazard assessment techniques. Under the GDC, to identify hazards that may result from accidental releases of EHSs, owners and operators of stationary sources should determine: (a) the intrinsic hazards of the chemicals used in the processes; (b) the risks of accidental releases from the processes through possible release scenarios; and (c) the potential effect of these releases on the public and the environment. The ammonia refrigeration industry has issued guidance to assist those facilities having less than 10,000 pounds of ammonia in conducting a process hazard review (“PHR”) to identify common hazards. *See* the IIAR ARM.

43. As of the date of the Inspection, EPA alleges that Respondent did not have a complete PHA for Refrigeration Systems C1 and C2. C3 was included in the PHA for C1 and C2, however, EPA alleges that the PHA did not fully include all recommendations, targeted completion dates, or names of people assigned to complete the tasks.

44. Also, at the time of the Inspection, EPA alleges Respondent had not corrected some findings and recommendations from Respondent’s 2014 PHA, including damaged insulation.

45. Accordingly, EPA alleges Respondent violated 40 C.F.R. § 68.67 and Section 112(r)(7)(E) of the CAA, 42 U.S.C. § 7412(r)(7)(E), and Section 112(r)(1) of the CAA, 42 U.S.C. § 7412(r)(1).

Count 4: Failure to Comply with Program 3 Mechanical Integrity Requirements

46. The allegations in paragraphs 1 through 45 are hereby realleged and incorporated herein by reference.

47. Pursuant to 40 C.F.R. § 68.73, the owner or operator of a Program 3 process must establish and implement written procedures to maintain the ongoing integrity of certain process

equipment and train employees accordingly. The owner or operator must train each employee involved in maintaining the ongoing integrity of process equipment in the procedures applicable to the employee's job task. Inspections and testing procedures shall follow RAGAGEP, and the frequency of inspections and tests shall be consistent with manufacturer's recommendations and good engineering practices, or more frequently if needed based on prior operating experience. The owner or operator must also document the inspections or tests on process equipment, correct deficiencies in the equipment that are outside acceptable limits, assure that any new equipment is suitable for the process application, perform checks to ensure that equipment is installed properly, and assure that maintenance materials and spare parts are suitable for the process application.

48. As described herein and further in Attachment A, EPA alleges Respondent failed to correct deficiencies in equipment that are outside acceptable limits (as defined by the process safety information, including RAGAGEP). Specifically, EPA alleges the inspectors observed corrosion on some equipment and piping, damaged insulation on some equipment and pipes, and an oil pot that was being operated below certified temperatures. Further, EPA alleges Respondent failed to maintain consistent documentation of pressure relief valve switch-out and at least one detector calibration event that occurred before EPA's inspection.

49. By failing to correct equipment deficiencies and maintain consistent documentation, Respondent violated 40 C.F.R. § 68.73 and Section 112(r)(7)(E) of the CAA, 42 U.S.C. § 7412(r)(7)(E).

E. TERMS OF CONSENT AGREEMENT

50. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2):
- (a) Respondent admits that EPA has jurisdiction over the subject matter alleged in this CAFO;
 - (b) Respondent neither admits nor denies the specific factual allegations contained in this CAFO;
 - (c) Respondent consents to the assessment of a civil penalty as stated below;;
 - (d) Respondent consents to the conditions specified in this CAFO;
 - (e) Respondent waives any right to contest the alleged violations of law set forth in Section D of this CAFO; and
 - (f) Respondent waives its rights to appeal the Final Order accompanying this Consent Agreement.

There is no specified compliance or corrective action order required for Respondent's consent in this matter, other than payment of the penalty and performance of the SEP. Nor is there a permit action involved in this matter.

51. For the purpose of this proceeding, Respondent:
- (a) Agrees that this CAFO states a claim upon which relief may be granted against Respondent;

- (b) Acknowledges that this CAFO constitutes an enforcement action for purposes of considering Respondent’s compliance history in any subsequent enforcement actions;
- (c) 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 CAFO, including any right of judicial review under Section 307(b)(1) of the Clean Air Act, 42 U.S.C. § 7607(b)(1);
- (d) Consents to personal jurisdiction in any action to enforce this Consent Agreement or Final Order, or both, in the United States District Court for the District of Maine; and
- (e) Waives any rights it may possess at law or in equity to challenge the authority of EPA to bring a civil action in a United States District Court to compel compliance with the Consent Agreement or Final Order, or both, and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action.

52. Respondent certifies that it has corrected the violations alleged in this CAFO and is currently in compliance with 40 C.F.R. Part 68 and the GDC at the Facility. Respondent further certifies that its compliance at the Facility and other Facilities owned or operated by Respondent with ammonia refrigeration systems includes compliance with the safety measures for ammonia refrigeration systems as described in ANSI/IIAR 9-2020.

53. Pursuant to Sections 113(d)(2)(B) and (e) of the CAA, 42 U.S.C. § 7413(d)(2)(B) and (e), and taking into account the relevant statutory penalty criteria and the applicable penalty policy, EPA has determined that it is fair and proper to assess a civil penalty of \$73,490 for the violations alleged in this matter. Respondent consents to the issuance of this CAFO and consents for purposes of settlement to:

- (a) pay the penalty cited in paragraph 54 below; and
- (b) perform the Supplemental Environmental Project (“SEP”) described in paragraphs 57 through 71 below.

Penalty Payment

54. Respondent agrees to:

- (a) pay the civil penalty of \$73,490 (“EPA Penalty”) within 30 calendar days of the Effective Date of this CAFO.
- (b) pay the EPA Penalty using any method, or combination of methods, provided on the website <http://www2.epa.gov/financial/additional-instructions-making-payments-epa>, and identifying every payment with “Docket No. CAA-01-2023-0049.”
- (c) Within 24 hours of payment of the EPA Penalty, send proof of payment by e-mail to people listed below. “Proof of payment” means, as applicable, a copy of the check, confirmation of credit card or debit card payment, confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to the EPA requirements, in the amount due, and identified with “Docket No. CAA-01-2023-0049.”

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U.S. Environmental Protection Agency, Region 1
Enforcement and Compliance Assurance Division
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and

Wanda I. Santiago
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55. **Collection of Unpaid Civil Penalty:** Section 113(d)(5) of the CAA, 42 U.S.C. § 7413(d)(5), specifies the consequences of failure to pay the penalty on time. There are other actions EPA may take if respondent fails to timely pay: (a) refer the debt to a credit reporting agency or a collection agency pursuant to 42 U.S.C. § 7413(d)(5), 40 C.F.R. §§ 13.13, 13.14, and 13.33; (b) 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; (c) suspend or revoke Respondent's licenses or other privileges; or (d) 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. In any collection action, the validity, amount, and appropriateness of the penalty shall not be subject to review.

Non-Penalty Conditions

56. As a condition of settlement, Respondent agrees to conduct the Supplemental Environmental Project ("SEP"), as described in paragraphs 57 through 71 below.

Supplemental Environmental Projects

57. Respondent shall satisfactorily complete the supplemental environmental project ("SEP") described below and in the Scope of Work attached to this Agreement as Attachment B, which is incorporated herein by reference, and which is enforceable under this CAFO. The Parties agree that the SEP is consistent with applicable EPA policy and guidance, specifically EPA's 2015 Update to the 1998 Supplemental Environmental Projects Policy (March 10, 2015) and is intended to secure significant environmental and public health protection and benefits by enhancing the hazardous materials response capabilities of local and state emergency responders. The parties further agree that the SEP has a nexus to the violations alleged in this CAFO because

(a) the SEP advances the chemical safety and preparedness goals of CAA Section 112(r); (b) the SEP is not inconsistent with any provisions of the statutes; and (c) the SEP relates to the violations alleged in this CAFO and is designed to reduce the overall risk to public health and/or the environment potentially affected by such violations by enhancing local responders' ability to respond to releases.

58. Respondent shall provide to the Cherryfield Fire Department, which Respondent has selected to be the SEP Recipient: (a) a heated and insulated trailer for storage of personal protective equipment ("PPE") and other equipment and tools for response to incidents involving hazardous materials; (b) ten (10) Level B protective suits for local responders who may be exposed to ammonia and other hazardous materials; (c) ten (10) ammonia detection meters; (d) fifty (50) pairs of protective gloves appropriate for ammonia response activities, and (e) operations level training appropriate for local firefighting departments for first responders to address ammonia release incidents. These components will be provided according to the requirements, specifications, and deadlines described in Attachment B. The purpose of this SEP is to enhance the chemical spill response capabilities, including those for an ammonia release, for local first responders. The total cost of all the components of the Cherryfield Fire Department SEP is expected to be approximately \$65,000.

59. "Satisfactory completion" of the SEP shall mean: (a) purchasing the equipment specified above for the Cherryfield Fire Department, and conducting an operations level training according to the requirements, specifications, and deadlines described above and in Attachment B; (b) confirming receipt of documentation from the Cherryfield Fire Department indicating that the purchased equipment is functional and that Cherryfield Fire Department personnel are trained to use it; and (c) spending \$65,000 to carry out the Cherryfield Fire Department SEP.

60. Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report described in paragraph 66, below. Cost overruns on one of the components of the SEP described in Attachment B may be offset by savings from another project described in Attachment B that costs less than anticipated, as the case may be. Likewise, if Respondent's implementation of the SEP does not expend the full amount set forth in paragraph 58, above, Respondent may purchase for the SEP recipients more units of the equipment specified in Attachment B or train more emergency responders as specified in Attachment B.

61. Respondent shall complete all components of the SEP by the timeframes set out in Attachment B.

62. Within seven (7) days of completing each separate component of the SEP listed in Attachment B, Respondent shall send an electronic mail message to Tyler Diercks at diercks.tyler@EPA.gov, to confirm the completion of that particular component. Upon completion of all the SEP, Respondent shall submit a SEP Completion Report, as specified in paragraph 66, below.

General SEP Provisions

63. With regard to the SEP, Respondent hereby certifies the truth and accuracy of each of the following:

- (a) That the SEP is voluntarily proposed by Respondent;
- (b) That all cost information provided to EPA in connection with EPA's approval of the SEP is complete and accurate and that Respondent, in good faith, and to the best of its knowledge, estimates that the cost to complete the SEP is \$65,000;
- (c) That any administrative costs Respondent may incur for implementation of the SEP, including any employee oversight, will not be included in Respondent's SEP project costs;
- (c) That, as of the date of executing this CAFO, Respondent is not required to perform or develop the SEP by any federal, state, or local law or regulation, and is not required to perform or develop the SEP by agreement, grant, or as injunctive relief awarded in any other action in any forum;
- (d) That the SEP components are not projects that Respondent was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this CAFO;
- (e) That Respondent has not received and will not receive credit for the SEP in any other enforcement action;
- (f) That Respondent will not receive any reimbursement for any portion of the SEP from any other person;
- (g) That for federal income tax purposes, Respondent agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP;
- (h) That Respondent is not a party to any open federal financial assistance transaction that is funding or could be used to fund the same activity as the SEP; and
- (i) That Respondent has inquired of the SEP recipients whether they are parties to an open federal financial assistance transaction that is funding or could fund the same activity as the SEP and has been informed that they are not parties to such a transaction.

64. For the purposes of this certification, the term "open federal financial assistance transaction" refers to a grant, cooperative agreement loan, federally-guaranteed loan guarantee, or other mechanism for providing federal financial assistance whose performance period has not yet expired.

65. Respondent hereby waives any confidentiality rights it has under 26 U.S.C. § 6103 with respect to SEP costs on its tax returns and on the information supporting its tax returns. This waiver of confidentiality is solely as to EPA and the Department of Justice and solely for the purpose of ensuring the accuracy of Respondent's SEP cost certification.

66. Respondent shall submit a SEP Completion Report to EPA within sixty (60) days of completing the SEPs. The SEP Completion Report shall contain the following information:

- (a) A detailed description of the SEP as implemented, including a list of the equipment and training purchased and/or provided to the SEP recipient;
- (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 each 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 (which for this case may be a reiteration of the benefits described in Attachment B);
- (f) A statement that no tax returns filed or to be filed by Respondent will contain deductions or depreciations for any expense associated with the SEP; and
- (g) The following statement, signed by an officer of Respondent, 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.

67. Respondent shall maintain, for a period of three (3) years from the date of submission of the SEP Completion Report, legible copies of all research, data, and other information upon which the Respondent relied to write the SEP Completion Report and shall provide such documentation within fourteen (14) days of a request from EPA.

68. Respondent agrees that failure to submit the SEP Completion Report shall be deemed a violation of this CAFO, and the Respondent shall become liable for stipulated penalties in accordance with paragraph 74, below.

69. After receipt of the SEP Completion Report described in paragraph 66, above, EPA will notify Respondent in writing: (i) indicating that the project has been completed satisfactorily; (ii) identifying any deficiencies in the SEP Completion Report itself and granting Respondent an additional thirty (30) days to correct any deficiencies; or (iii) determining that the project has not been completed satisfactorily and seeking stipulated penalties in accordance with paragraph 74, below.

70. If EPA elects to exercise options (ii) or (iii) in paragraph 69 above, Respondent may object in writing to the notice of deficiency given pursuant to this paragraph within ten (10) days of receipt of such notice, except that this right to object shall not be available if EPA found that the project was not completed satisfactorily because Respondent failed to implement or

abandoned the project. EPA and Respondent shall have an additional thirty (30) days from the receipt by EPA of Respondent's objection to reach agreement on changes necessary to the SEP or SEP Completion Report. If agreement cannot be reached on any such issue within this thirty (30) day period as may be extended by the written agreement of both EPA and Respondent, EPA shall provide a written statement of its decision on the adequacy of the completion of the SEP to Respondent, which decision shall be final and binding upon Respondent. Respondent agrees to comply with any reasonable requirements imposed by EPA that are consistent with this CAFO as a result of any failure to comply with the terms of this CAFO. In the event that the SEP is not completed as contemplated herein, as determined by EPA, stipulated penalties shall be due and payable by Respondent in accordance with paragraph 74, below.

71. Respondent agrees that any public statement, oral or written, in print, film, or other media, made by Respondent, its contractors, or third party implementers making reference to a SEP shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action, *In the Matter of Jasper Wyman & Son*, taken by the U.S. Environmental Protection Agency to enforce federal environmental laws."

72. **Notifications:**

- (a) Except as set forth in paragraph 62 above, submissions required by this Agreement shall be in writing and shall be mailed to the following addresses with a copy also sent by electronic mail:

Leonard B. Wallace
U.S. Environmental Protection Agency, Region 1
Enforcement and Compliance Assurance Division
5 Post Office Square, Suite 100
Mail Code: 05-4
Boston, Massachusetts 02109-3912
Wallace.leonard@epa.gov

- (b) EPA will send all written communications to the following representative(s) for Respondent:

Mathew J. Todaro, Esq.
Verrill Dana LLP
One Portland Square
Portland, Maine 04101
mtodaro@verrill-law.com

- (c) All documents submitted to EPA in the course of implementing this Agreement shall be available to the public unless identified as confidential by Respondent pursuant to 40 C.F.R. Part 2 Subpart B, and determined by EPA to merit treatment as confidential business information in accordance with applicable law.

Stipulated Penalties

73. Respondent's failure to comply with each of the provisions in paragraphs 57 through 72 shall be deemed a violation of this CAFO and Respondent shall become liable for stipulated penalties as set forth in paragraphs 74 through 77 below.

74. *SEP*: In the event that Respondent fails to satisfactorily complete the SEP as outlined above in paragraphs 57 through 71 and in Attachment B, Respondent shall be liable for stipulated penalties in accordance with the provisions set forth below. The determination of whether the SEP has been satisfactorily completed shall be in the sole discretion of EPA in accordance with paragraphs 69 and 70.

- (a) If EPA determines that Respondent completely or substantially failed to implement the SEP in accordance with this Agreement, Respondent shall pay a stipulated penalty in the amount of 110% of the estimated cost for each SEP component that Respondent did not perform, as outlined in paragraph 1 of Attachment B, subject to the offsets allowed by paragraph 60;
- (b) If Respondent fails to timely submit any SEP reports, such as those referred to in paragraphs 62 and 66 above, in accordance with the timelines set forth in this CAFO after giving effect to any extensions of time granted by EPA, Respondent agrees to pay a stipulated penalty up to \$200 for each day after the report was due until Respondent submits the report in its entirety.

75. Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties. The method of payment shall be in accordance with the provisions of paragraph 54 above. Interest and late charges shall be paid as stated in paragraph 76.

76. *Collection of Unpaid Stipulated Penalty for Failure to Perform Non-Penalty Conditions*: Pursuant to 31 U.S.C. § 3717, EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the cost of processing and handling a delinquent claim. In the event that Respondent fails to timely pay any portion of the stipulated penalty relating to the performance of the Non-Penalty Conditions, the penalty shall be payable, plus accrued interest, without demand. Interest shall be payable at the rate of the United States Treasury tax and loan rate in accordance with 31 C.F.R. § 901.9(b)(2) and shall accrue from the original date on which the penalty was due to the date of payment. In addition, a penalty charge of six percent per year will be assessed on any portion of the debt which remains delinquent more than ninety (90) days after payment is due. Should assessment of the penalty charge on the debt be required, it will be assessed as of the first day payment is due under 31 C.F.R. § 901.9(d). In any such collection action, the validity, amount, and appropriateness of the penalty shall not be subject to review.

77. EPA may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this CAFO.

F. ADDITIONAL PROVISIONS

78. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of both parties, and approval of the Regional Judicial Officer, except that the Regional Judicial Officer need not approve written agreements between the parties modifying the SEP schedules described in Attachment B. The Chief of EPA Region 1's Waste and Chemical Compliance Section shall have the authority to extend the deadlines in Attachment B for good cause, including third-party delays related to the SEP training schedule.

79. The provisions of this CAFO shall apply to and be binding upon Respondent and its officers, directors, employees, agents, trustees, servants, authorized representatives, successors, and assigns.

80. By signing this CAFO, Respondent acknowledges that this CAFO will be available to the public and agrees that this CAFO does not contain any confidential business information or personally identifiable information.

81. By signing this CAFO, 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 CAFO and has the legal capacity to bind the party he or she represents.

82. By signing this CAFO, both parties agree that each party's obligations under this CAFO and EPA's compromise of statutory maximum penalties constitute sufficient consideration for the other party's obligations.

83. By signing this CAFO, Respondent certifies that the information they have 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.

84. Complainant and Respondent, by entering into this CAFO, each consents to accept digital signatures hereupon. Respondent further consents to accept electronic service of the fully executed CAFO by e-mail to its attorney, Mathew Todaro, at mtodaro@verrill-law.com. Respondent understands that this e-mail address may be made public when the CAFO and Certificate of Service are filed and uploaded to a searchable database.

G. EFFECT OF CONSENT AGREEMENT AND ATTACHED FINAL ORDER

85. In accordance with 40 C.F.R. § 22.18(c), completion of the terms of this CAFO resolves only Respondent's liability for federal civil penalties for the violations specifically alleged above.

86. This CAFO constitutes a settlement by EPA of all claims for civil penalties pursuant to Section 113(d) of the CAA for the violations alleged herein. Compliance with this CAFO shall not be a defense to any other actions subsequently commenced pursuant to federal laws and regulations administered by EPA for matters not addressed in this CAFO, and it is the responsibility of Respondent to comply with all applicable provisions of federal, state, or local law.

87. For purposes of the identification requirement of Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26 C.F.R. § 1.162-21(b)(2), performance of the conditions in paragraph 52 is restitution or required to come into compliance with the law. The civil penalty provided under this CAFO, and any interest, nonpayment penalties, and charges described in this CAFO, shall represent penalties assessed by EPA within the meaning of 26 U.S.C. § 162(f) and are not tax deductible for purposes of federal, state or local law. Accordingly, Respondent agrees to treat all payments made pursuant to this CAFO as penalties within the meaning of 26 C.F.R. § 1.162-21, and further agrees not to use these payments in any way as, or in furtherance of, a tax deduction under federal, state, or local law.

88. This CAFO 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.

89. Nothing in this CAFO 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, or be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit.

90. This CAFO in no way relieves Respondent or its employees of any criminal liability, and EPA reserves all its other criminal and civil enforcement authorities, including the authority to seek injunctive relief and the authority to undertake any action against Respondent in response to conditions which may present an imminent and substantial endangerment to the public health, welfare, or the environment.

91. Except as qualified by paragraph 55 (unpaid civil penalty collection), each party shall bear its own costs and fees in this proceeding including attorney's fees. Respondent specifically waives any right to recover such costs from EPA pursuant to the Equal Access to Justice Act, 5 U.S.C. § 504, or other applicable laws.

H. EFFECTIVE DATE

92. Respondent and Complainant agree to issuance of the attached Final Order. Upon filing, EPA will transmit a copy of the filed CAFO to the Respondent electronically. This CAFO shall become effective after execution of the Final Order by the Regional Judicial Officer on the date of filing with the Regional Hearing Clerk.

The foregoing Consent Agreement In the Matter of Jasper Wyman & Son, Docket No. CAA-01-2023-0049, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT JASPER WYMAN & SON:



Name: Tony Shurman

Date: 7/27/23

Title: President and CEO
Jasper Wyman & Son

FOR U.S. ENVIRONMENTAL PROTECTION AGENCY:

James Chow, Acting Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 1

Date: _____

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1**

In the matter of)	
)	
Jasper Wyman & Son,)	
178 Main St., Cherryfield, Maine 04622,)	
)	Docket No. CAA-01-2023-0049
Respondent.)	
)	
Proceeding under Section 113(d) of the Clean)	
Air Act, 42 U.S.C. § 7413(d))	
)	
)	

FINAL ORDER

Pursuant to 40 C.F.R. §§ 22.18(b) and (c) of the EPA’s Consolidated Rules of Practice and sections 113(d) of the Clean Air Act, 42 U.S.C. §§ 7413(d), the attached Consent Agreement resolving this matter is incorporated by reference into this Final Order and is hereby ratified.

The Respondent is ORDERED to comply with all terms of the Consent Agreement, which shall become effective on the date it is filed with the Regional Hearing Clerk.

So ordered.

Date: _____

LeAnn Jensen
Regional Judicial Officer
U.S. Environmental Protection Agency, Region 1

Attachment A

Recognized and Generally Accepted Good Engineering Practices

Following inspection of the Jasper Wyman & Son Facility, EPA alleges it found several conditions that give rise to RMP and GDC violations. Significant and representative examples of these alleged conditions are listed in the table below. EPA alleges that many of these conditions indicate that the Facility was not fully following Recognized and Generally Accepted Good Engineering Practices (“RAGAGEP”).

In collaboration with the American National Standards Institute, the International Institute of Ammonia Refrigeration (“IIAR”) has issued (and updates) “Standard 2: *Standard for Safe Design of Closed-Circuit Ammonia Refrigeration Systems* (“ANSI/IIAR 2”); Standard 4: *Installation of Closed-Circuit Ammonia Mechanical Refrigeration Systems* (“ANSI/IIAR 4”), Standard 6: *Standard for Testing, Inspection, and Maintenance of Closed-Circuit Ammonia Refrigeration Systems* (“ANSI/IIAR 6”), and Standard 7: *Developing Operating Procedures for Closed-Circuit Ammonia Mechanical Refrigerating Systems* (“ANSI/IIAR 7”), *inter alia*, along with other applicable standards and guidance. Bulletins and guidance include, without limitation, IIAR Bulletin No. 109, *Guidelines for IIAR Minimum Safety Criteria for a Safe Ammonia Refrigeration System* (1997, and in effect until 2019 when ANSI/IIAR 6 replaced it) (“IIAR Bull. 109”); IIAR Bulletin No. 110, *Guidelines for Start-Up, Inspection, and Maintenance of Ammonia Mechanical Refrigerating Systems* (1993, most recently updated in 2007, and in effect until 2019 when ANSI/IIAR 6 replaced it) (“IIAR Bull. 110”); IIAR Bulletin No. 114, *Guidelines for Identification of Ammonia Refrigeration Piping and Components* (1991, most recently updated in 2018) (“IIAR Bull. 114”); IIAR Bulletin No. 116, *Guidelines for Avoiding Component Failure in Industrial Refrigeration Systems Caused by Abnormal Pressure or Shock* (1992) (“IIAR Bull. 116”); and the Ammonia Refrigeration Management Program (2005, most recently updated in 2019) (“IIAR ARM Program”), which is intended to provide streamlined guidance to facilities that have less than 10,000 pounds of ammonia. Also, in collaboration with the American National Standards Institute, the American Society of Heating, Refrigerating and Air-Conditioning Engineers (“ASHRAE”) has issued (and updates) “Standard 15: Safety Standard for Refrigeration Systems.” These standards are consistently relied upon by refrigeration experts and are often incorporated into state building and mechanical codes. Addendum a to ASHRAE Standard 15-2016 (published 2018) modifies ASHRAE Standard 15 to defer regulation of ammonia refrigeration systems to ANSI/IIAR 2. Standard 15 and ANSI/IIAR 2 have historically served as additive standards for regulation of ammonia systems, with ASHRAE addressing general design and IIAR addressing ammonia-specific topics.

The standards of care cited below were in effect or generally recognized (or both) prior to and at the time of EPA’s inspection in 2019.

Condition	Count(s)/ Violation(s)	How Condition Could Lead to or Exacerbate the Consequences of a Release, Causing Harm	Examples of RAGAGEP and Industry Standards of Care
<p><u>Condition 1</u></p> <p>Duration: At least 6/30/18 to 12/30/19</p> <ul style="list-style-type: none"> ▪ Description: Inadequacies of alarm systems to alert personnel and responders to conditions in the event of a release. 	<p>Count 1 – GDC</p> <p>Count 2 – RMP: 40 CFR 68.65(d)(2) or 68.65(d)(3)</p>	<p>Properly functioning ammonia detectors and alarms provide early warning that a release is taking place, facilitating quick response and protecting workers, emergency responders, and the public from a larger release.</p>	<p>ANSI/IIAR 2-2014, § 6.13.1.3 (requiring A/V alarm within AMR and additional A/V alarms located outside each AMR entrance) + § 6.13.1.2 (setting to enable corrective action to be taken at 25 ppm or higher); ANSI/ASHRAE 15-2013, Section 8.11.2.1; NFPA 1-2012, §§ 53.2.3.1, 53.2.3.1.2.</p> <p>ANSI/IIAR 2-2014, §§ 6.15.2 and 17.6 (requiring ammonia leak detection alarms to be identified by signage adjacent to the A/V alarm devices); ANSI/ASHRAE 15-2013, § 8.11.2.1.</p> <p>ANSI/IIAR 2-2014, §§ 6.13.2 and 17.6 (requiring set detection limits and schedule for calibration of detectors).</p>
<p><u>Condition 2</u></p> <p>Duration: At least 6/30/18 to 3/28/20</p> <ul style="list-style-type: none"> ▪ Description: Inadequate protection of ammonia containing equipment, piping, and vessels from physical impacts 	<p>Count 2 – RMP: 40 CFR 68.65(d)(2) or 68.65(d)(3)</p>	<p>Risks ammonia release from accidental damage to system components.</p>	<p>ANSI/IIAR 2-2014, Sections 5.17.1 and 7.2.4 (requiring protection for ammonia-containing equipment that is at risk for physical damage and vehicle guarding or barricading where equipment is located in an area with heavy vehicle traffic during normal operations and a risk of impact exists); ANSI/ASHRAE 15-2013, Section 11.1; ANSI/IIAR Bulletin 109, Section 7 Inspection Checklists.</p>

Condition	Count(s)/ Violation(s)	How Condition Could Lead to or Exacerbate the Consequences of a Release, Causing Harm	Examples of RAGAGEP and Industry Standards of Care
<p><u>Condition 3</u></p> <p>Duration: At least 6/4/19 to 11/2019</p> <p>Description: Inadequate labeling of piping, equipment, and doors, and lack of posted emergency instructions.</p>	<p>Count 1 – GDC</p> <p>Count 2 -- RMP:</p> <p>40 CFR</p> <p>68.65(d)(2) or</p> <p>68.65(d)(3)</p>	<p>Makes it more difficult to: properly maintain system, operate correct valves, warn workers and emergency responders about hazards posed by system, reduce risk of human error in operating the system, and respond quickly in the event of a release.</p>	<p>ANSI/IIAR 2-2014, Section 5.14.5 (requiring ammonia piping to be labeled with enumerated information); ANSI/ASHRAE 15-2013, Section 11.2.2; IIAR Bulletin 109, Section 4.7.6; IIAR Bulletin 114.</p> <p>ANSI/IIAR 2-2014, Sections 6.15.1 and 6.15.3 (requiring placement of placards in accordance with NFPA 704 and Mechanical Code, and warning/restricted entry signage for each AMR entrance); ANSI/ASHRAE 15-2013, Sections 8.11.8 and 11.2.4.</p> <p>ANSI/IIAR 2-2014, Section 5.15 (requiring directions for the emergency shutdown of the refrigeration system be readily available to staff and emergency responders and enumerating required information, including, among other things, emergency shutoff steps, quantity of ammonia in the system, type and quantity of refrigerant oil, and field test pressures); ANSI/ASHRAE 15-2013, Section 11.2.1 ; NFPA 1-2012, Section 53.2.4.1.</p> <p>ANSI/IIAR 2-2014, Sections 6.12.1 and 6.12.2 (requiring emergency stop and ventilation control switches to be located outside and adjacent to the designated principal ammonia machinery room door and the function of the switches to be clearly marked by signage near the controls.</p>
<p><u>Condition 4</u></p>	<p>Count 1 – GDC</p>	<p>The access/egress deficiencies put workers at risk in the event of an ammonia release. Also,</p>	<p>ANSI/IIAR 2-2014 , Section, 6.10.2 (requiring AMR doors that are part of the means of egress to be</p>

Condition	Count(s)/ Violation(s)	How Condition Could Lead to or Exacerbate the Consequences of a Release, Causing Harm	Examples of RAGAGEP and Industry Standards of Care
<p>Duration: At least 6/30/18 to 12/16/20</p> <p>Description: Access and egress impairments/key valves that could not be accessed.</p>	<p>Count 2 – RMP: 40 CFR 68.65(d)(2) or 68.65(d)(3)</p>	<p>where emergency responders would have a difficult time accessing key isolation valves, this could increase the duration of a release.</p>	<p>equipped with panic hardware).ANSI/IIAR 2-2014, Sections 5.12.1, 6.3.1, and 6.3.2 (requiring ammonia refrigeration machinery to be located in such a manner as to permit access for maintenance and to allow for egress in the event of an emergency); ANSI/ASHRAE 15-2013, Sections 8.3, 9.12.1 and 11.6.</p> <p>ANSI/IIAR 2-2014, Sections 6.3.3.1 (generally requiring manually operated valves to be operable by means of fixed or portable platform, ladder, or be chain operated), 6.3.3.2 (requiring manually operated emergency shutdown isolation valves to be directly operable from the floor, by chain, or from a permanent work surface), and 13.3.7 (requiring the accessibility emergency shutdown valves); IIAR Bulletin 109, Section 4.10.3.</p>
<p>Condition 5</p> <p>Duration: At least 6/30/18 to 11/20/19</p> <ul style="list-style-type: none"> ▪ Description: Inadequate support for ammonia piping and equipment. 	<p>Count 2 – RMP: 40 CFR 68.65(d)(2) or 68.65(d)(3)</p>		<p>ANSI/IIAR 2-2014, Sections 13.4.1, 13.4.2, & App. F (Piping hangars shall carry the weight of the piping and any additional expected loads; refrigerant piping shall be isolated and supported to prevent damage from vibration, stress, corrosion, and physical impact).</p> <p>ANSI/IIAR 2-2014, Section 5.11.1 and 5.11.5 (Supports and anchorage for refrigeration equipment shall be designed in accordance with the Building Code and designed to prevent excessive vibration or movement of piping, tubing, and equipment).</p>
<p>Condition 6</p>	<p>Count 1 – GDC Count 2 – RMP:</p>	<p>Makes it difficult for emergency responders and workers to safely respond to releases and</p>	<p>ANSI/IIAR 2-2014, Section 6.7 (requiring each AMR to have a minimum of two eyewash/safety shower</p>

Condition	Count(s)/ Violation(s)	How Condition Could Lead to or Exacerbate the Consequences of a Release, Causing Harm	Examples of RAGAGEP and Industry Standards of Care
<p>Duration: At least 6/4/19 to 4/3021</p> <ul style="list-style-type: none"> ▪ Description: Lack of eyewash/shower stations. 	<p>40 CFR 68.65(d)(2) or 68.65(d)(3)</p>	<p>wash off this corrosive, toxic chemical in the event of exposure.</p>	<p>units, one located inside the AMR, and one located outside the AMR).</p>
<p>Condition 7</p> <p>Duration: At least 6/30/18 to 7/21/2021</p> <ul style="list-style-type: none"> ▪ Description: Inadequacies in the ventilation systems. 	<p>Count 2 – RMP: 40 CFR 68.65(d)(2) or 68.65(d)(3)</p>		<p>ANSI/IIAR 2-2014, Sections 6.14.3.5 (requiring machinery room exhaust to discharge vertically upward); 6.14.3.4 (requiring exhaust to discharge no closer than 20 feet from a building opening); 6.14.5.4 (requiring air intakes to be positioned to draw uncontaminated air). ANSI/ASHRAE 15-2013, Section 8.11.4 and 9.7.8; NFPA 1-2012, Section 53.2.3.3.12.</p> <p>ANSI/IIAR 2-2014, Sections 6.12.1 and 6.12.2 (requiring emergency shutoff and ventilation control, both to be located outside AMR and adjacent to designated principal AMR door); ANSI/ASHRAE 15-2013, Section 8.12(i); NFPA 1-2012, Sections 53.2.3.3.1 through 53.2.3.3.11.</p>
<p>Condition 8</p> <p>Duration: At least 3/1/17 to 7/24/20</p> <ul style="list-style-type: none"> ▪ Description: Ammonia Machine Rooms are not tightly sealed. 	<p>Count 1 – GDC Count 2 – RMP: 40 CFR 68.65(d)(2) or 68.65(d)(3)</p>	<p>In the event of an ammonia release inside the machinery room, the failure to have a tight-fitting and self-closing door risks the spread of ammonia vapors outside the room.</p>	<p>ANSI/IIAR 2-2014, Section 6.2.1 (requiring AMR to be separated from remainder of the building by tight-fitting construction), 6.10.2 (requiring AMR doors to be self-closing and tight-fitting), and 6.6.2 (requiring pipes penetrating the AMR separation to be sealed); ANSI/ASHRAE 15-2013, Sections 8.11.7 and 8.12 (b), (d) and (f).</p>

Condition	Count(s)/ Violation(s)	How Condition Could Lead to or Exacerbate the Consequences of a Release, Causing Harm	Examples of RAGAGEP and Industry Standards of Care
<p>Condition 9</p> <p>Duration: At least June 4, 2019</p> <ul style="list-style-type: none"> ▪ Description: Ammonia detector set to 50 ppm instead of 25 ppm 	<p>Count 2 – RMP</p> <p>40 CFR 68.65(d)(2) or 68.65(d)(3)</p>		<p>ANSI/IIAR 2-2014 § 6.13.1.2 – for ammonia machinery rooms (AMRs): (Detection of ammonia concentrations equal to or exceeding 25 ppm shall activate visual indicators and audible alarms...). In locations other than AMRs, Sect. 17.7 provides that the detector shall activate an alarm that reports to a monitored location so that corrective action can be taken at an indicated concentration of 25 ppm or higher.</p>
<p>Condition 10</p> <p>Duration: At least 6/4/19 to 11/2019</p> <ul style="list-style-type: none"> ▪ Description: Corrosion on Ammonia Piping and Equipment; Damaged Pipe Insulation/Vapor Barriers. 	<p>Count 4 – RMP:</p> <p>40 CFR 68.73</p>		<p>ANSI/IIAR 2-2014, Section 13.4.2 (requiring refrigerant piping to be isolated and supported to prevent damage from vibration, stress, corrosion, and physical impact).</p> <p>IIAR Bulletin No. 109, IIAR Minimum Safety Criteria for a Safe Ammonia Refrigeration System, Sections 4.7.4 and 4.7.5 and inspection checklists (uninsulated refrigerant piping should be examined for signs of corrosion. If corrosion exists, the pipe should be cleaned down to bare metal and painted with a rust prevention paint. Badly corroded pipe should be replaced; Insulated piping showing signs of vapor barrier failure should have the insulation removed and the pipe inspected);</p> <p>IIAR Bulletin No. 110, Startup, Inspection and Maintenance of Ammonia Mechanical Refrigerating Systems, Section 6.7.2 (mechanical damage to insulation should be repaired immediately and the vapor seal reinstated to prevent access of water or</p>

Condition	Count(s)/ Violation(s)	How Condition Could Lead to or Exacerbate the Consequences of a Release, Causing Harm	Examples of RAGAGEP and Industry Standards of Care
			<p>water vapor which will lead to breakdown of insulation and corrosion of the pipework).</p> <p>Section 53.3.1.1 of NFPA 1 (2012 ed.) (Refrigeration systems shall be operated and maintained in a safe and operable condition, free from accumulations of oil, dirt, waste, excessive corrosion, other debris or leaks, and in accordance with ASHRAE 15 and the mechanical code.);</p> <p>IMC 2009, Section 1101.7 (Mechanical refrigeration systems shall be maintained in proper operating condition, free from accumulations of oil, dirt, waste, excessive corrosion, other debris and leaks.);</p> <p>ANSI/IIAR 6-2019, Section 5.1 (requiring development of an inspection, testing, and maintenance program that complies with manufacturer recommendations, equipment and system operating and maintenance history, and the minimum safe requirements of this standard (i.e., IIAR 6); Sections 11.1.1 and 11.1.1.1-11.1.1.3 (where pitting, surface damage, general corrosion, or a combination thereof, is visually observed on a metal surface of the piping, deficient areas shall be further evaluated, if there is a material reduction in the remaining pipe wall thickness, the piping remaining wall thickness shall be measured, and if it is not materially reduced, the piping metal surface shall be cleaned and recoated to arrest further deterioration); Sections 10.1.1 and 10.1.1.1-10.1.1.3 (where pitting, surface damage, general corrosion, or a combination thereof, is visually observed on a metal</p>

Condition	Count(s)/ Violation(s)	How Condition Could Lead to or Exacerbate the Consequences of a Release, Causing Harm	Examples of RAGAGEP and Industry Standards of Care
			<p>surface of the pressure vessel, deficient areas shall be further evaluated and if suspected to have materially reduced the vessel wall thickness, the remaining wall thickness shall be measured, and if the as the vessel wall thickness is not materially reduced beyond its permitted corrosion allowance, the pressure vessel metal surface shall be cleaned and recoated to arrest further deterioration. Where pitting, surface damage, general corrosion, or a combination thereof, has materially reduced the vessel wall thickness beyond its permitted corrosion allowance, the owner shall proceed in a timely manner with an analysis or using the following criteria to determine suitability for continued operation . . .); Section 11.1.2 (For insulated piping, where insulation is removed, partly or completely, for visual inspection or remaining wall thickness measurement(s), a protective coating shall be applied to the exposed metal surface and insulation shall be replaced in accordance with the manufacturer’s installation instructions after arresting any identified exposed piping metal surface corrosion.).</p>

Attachment B

Scope of Work for Supplemental Environmental Projects

Cherryfield Fire Department SEP

1. Emergency Response Equipment: Respondent shall provide the following to the Cherryfield Fire Department. Each lettered item in paragraphs 1 and 2 is a separate component for purposes of stipulated penalties:

- a. Trailer to store personal protective equipment (PPE) and other equipment and tools, with ramps to facilitate easy entry and exit (\$25,000);
- b. Heat pump (\$4,000) and insulation (\$3,000) to enable the trailer to be temperature controlled, including installation costs (\$9,000 for electrical, etc.);
- c. Locker room style stall units (\$3,000);
- d. 10 Level B protective suits (\$5,000);
- e. 10 Ammonia detection meters (\$8,000)
- f. 50 Protective gloves appropriate for ammonia response (\$500);

Respondent shall purchase all of the above items for the Cherryfield Fire Department by no later than twelve months after the effective date of this CAFO. The cost of this SEP component is estimated to be \$57,500.

Benefit: This equipment will improve the Cherryfield Fire Department's ability to detect and safely respond to, and otherwise provide support for releases of ammonia and other toxic substances in the Cherryfield community.

2. Ammonia Training: Respondent shall provide the following training to local emergency responders, using a consultant that has significant experience in ammonia hazardous material responses:

Operations Level Training: Training for local emergency responders on safe and effective ammonia emergency response so that they are trained to the First Responder Operations Level.

Respondent shall not provide food or lodging as part of this SEP.

Respondent shall provide the above training by no later than twelve months after the effective date of this CAFO. The estimated cost of this SEP component is approximately \$7,500.

Benefit: This training will improve the ability of emergency responders to safely, effectively, and efficiently respond and otherwise support responses to releases of ammonia.