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EPA -- REGION 10

BEFORE THE  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

In the Matter of:

North Pacific Seafoods, Inc.,  
Red Salmon Cannery

Naknek, Alaska

Respondent.

)  
) DOCKET NO. CAA-10-2017-0084  
)  
)

) CONSENT AGREEMENT  
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**I. STATUTORY AUTHORITY**

1.1. This Consent Agreement is issued under the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 113(d) of the Clean Air Act ("CAA"), 42 U.S.C. § 7413(d).

1.2. Pursuant to Section 113(d) of the CAA, 42 U.S.C. § 7413(d), and in accordance with the "Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties," 40 C.F.R. Part 22, EPA issues, and North Pacific Seafoods, Inc. ("Respondent") agrees to issuance of, the Final Order attached to this Consent Agreement ("Final Order").

## II. PRELIMINARY STATEMENT

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

2.2. The Director of the Office of Compliance and Enforcement, EPA Region 10 ("Complainant") has been delegated the authority pursuant to Section 113(d) of the CAA, 42 U.S.C. § 7413(d), to sign consent agreements between EPA and the party against whom an administrative penalty for violations of the CAA is proposed to be assessed.

2.3. EPA and the United States Department of Justice jointly determined, pursuant to 42 U.S.C. § 7413(d) and 40 C.F.R. § 19.4, 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 action.

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

## III. ALLEGATIONS

3.1. Respondent is a corporation formed in the State of Washington.

3.2. Respondent owns the Red Salmon Cannery, a fish processing facility located at Mile 1.5 Alaska Peninsula Highway, Naknek, Alaska (the "facility").

3.3. Section 112(r) of the CAA, and its implementing regulations at 40 C.F.R. Part 68, require the owner and operator of a stationary source at which a regulated substance is present in more than a threshold quantity ("TQ") in a process to develop and implement a risk management

plan (“RMP”) to detect and prevent or minimize accidental releases of such substances from the stationary source and to provide a prompt emergency response to any such releases in order to protect human health and the environment.

3.4. 40 C.F.R. § 68.150 requires that an owner or operator of a stationary source that has more than a TQ of a regulated substance in a process submit an RMP to EPA no later than the latest of the following dates: (1) June 21, 1999; (2) three years after the date on which a regulated substance is first listed under § 68.130; or (3) the date on which a regulated substance is first present above a threshold quantity in a process.

3.5. 40 C.F.R. § 68.3 defines “stationary source” as any buildings, structures, equipment, installations, or substance-emitting stationary activities which belong to the same industrial group, which are located on one or more contiguous properties which are under the control of the same person (or persons under common control), and from which an accidental release may occur.

3.6. 40 C.F.R. § 68.3 defines “regulated substance” as any substance listed pursuant to Section 112(r)(3) of the CAA, and 40 C.F.R. § 68.130. Anhydrous ammonia is listed as a regulated substance in 40 C.F.R. § 68.130.

3.7. 40 C.F.R. § 68.3 defines “threshold quantity” (“TQ”) as the quantity specified for regulated substances pursuant to Section 112(r)(5) of the CAA, in 40 C.F.R. § 68.130. The TQ of anhydrous ammonia is 10,000 pounds, as listed in 40 C.F.R. § 68.130.

3.8. Under 40 C.F.R. § 68.115, a TQ of a regulated substance listed in 40 C.F.R. § 68.130 is “present at a stationary source” if the total quantity of the regulated substance contained in a process exceeds the TQ.

3.9. Respondent owns a stationery source where anhydrous ammonia was present in a process above the 10,000 pound TQ from at least June 1, 2014. Therefore, Respondent was required to submit and have in place an RMP for the facility.

3.10. Respondent submitted an RMP to EPA on April 9, 2015.

3.11. Respondent has a Program 3 covered process, as defined in 40 C.F.R. § 68.10(d).

3.12. 40 C.F.R. § 68.12(a) and (d) require that, in addition to submitting a single RMP as provided in §§ 68.150 to 68.185, facilities with a Program 3 covered process shall among other things, develop a management system as provided in § 68.15, conduct a hazard assessment as provided in §§ 68.20 to 68.42, implement the prevention program as required by §§ 68.65 to 68.87, and develop and implement an emergency response program as provided in §§ 68.90 to 68.95.

3.13. Respondent did not submit a RMP on June 1, 2014, the date on which anhydrous ammonia, a regulated substance was first present above a threshold quantity in a process as required by 40 C.F.R. §§ 68.12(a) and (d) and 68.150.

3.14. Respondent did not develop and implement a management system to oversee the implementation of the risk management program elements as required by 40 C.F.R. § 68.15.

3.15. Respondent did not conduct a hazard assessment as required by 40 C.F.R. §§ 68.20 to 68.39.

3.16. Respondent did not complete a compilation of written process safety information before conducting any process hazard analysis as required by 40 C.F.R. § 68.65(a).

3.17. Respondent did not conduct an initial process hazard analysis ("PHA") of the ammonia refrigeration process as required by 40 C.F.R. §§ 68.67(a) to (d).

3.18. Respondent did not develop and implement written operating procedures for the ammonia refrigeration process as required by 40 C.F.R. § 68.69.

3.19. Although Respondent had certain training procedures in place, those procedures did not fully address the employee training requirements for its employees involved in operating the ammonia refrigeration process in 40 C.F.R. § 68.71.

3.20. Although Respondent conducted certain maintenance activities, those activities did not fully address the requirements to develop and implement a mechanical integrity program for process equipment in 40 C.F.R. §§ 68.73(b) through (f).

3.21. Respondent did not establish and implement written procedures to manage changes to process chemicals, technology, equipment, and procedures, and changes to stationary sources that affect a covered process as required by 40 C.F.R. § 68.75.

3.22. Respondent did not develop an employee participation plan as required by 40 C.F.R. § 68.83.

3.23. Although Respondent had certain emergency response procedures in place, those procedures did not fully address the requirements to develop and implement an emergency response program in 40 C.F.R. §§ 68.90 and 68.95.

3.24. Under Section 113(d) of the CAA, 42 U.S.C. § 7413(d), and 40 C.F.R. Part 19, EPA may assess a civil penalty of not more than \$37,500 per day of violation.

#### **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 113(e)(1) of the CAA, 42 U.S.C. § 7413(e)(1), EPA has taken into account the size of the business, the economic impact of the penalty on the business, Respondent's full compliance history and good faith efforts to comply, the duration of the

violation as established by any credible evidence, payment by Respondent of penalties previously assessed for the same violation, the economic benefit of noncompliance, the seriousness of the violation, and such other factors as justice may require. After considering these factors, EPA has determined and Respondent agrees that an appropriate penalty to settle this action is \$45,743 (the "Assessed Penalty").

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

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

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

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

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

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

Javier Morales  
U.S. Environmental Protection Agency  
Region 10, Mail Stop OCE-101  
1200 Sixth Avenue, Suite 900  
Seattle, Washington 98101  
Morales.javier@epa.gov

4.7. If Respondent fails to pay the Assessed Penalty in full by its due date, the entire unpaid balance of 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 pursuant to Section 113(d)(5) of the CAA, 42 U.S.C. § 7413(d)(5), to collect the Assessed Penalty under the CAA. In any collection action, the validity, amount, and appropriateness of the Assessed Penalty shall not be subject to review.

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

4.8.1. Interest. Any unpaid portion of the Assessed Penalty shall bear interest at the rate established pursuant to 26 U.S.C. § 6621(a)(2) from the effective date of the Final Order, 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. Attorneys' Fees, Collection Costs, Nonpayment Penalty. Pursuant to 42 U.S.C. § 7413(d)(5), should Respondent fail to pay the Assessed Penalty and interest on a timely basis, Respondent shall also be required to pay the United States' enforcement expenses, including but not limited to attorneys' fees and costs incurred by the United States for collection proceedings, and a quarterly nonpayment penalty for each quarter during which such failure to pay persists. Such nonpayment penalty shall be ten

percent of the aggregate amount of Respondent's outstanding penalties and nonpayment penalties accrued from the beginning of such quarter.

4.9. Respondent agrees to implement Supplemental Environmental Projects ("SEPs") as described on Attachment A hereto. Respondent agrees to implement the SEPs in accordance with all provisions described in this Consent Agreement and Attachment A. The implementation of these SEPs is intended to secure significant environmental benefits by the reduction of total power consumption over increased power generation by replacing current lighting with LEDs and augmenting and replacing diesel-generated power with solar power, creating less risk of process upsets (with the potential for ammonia releases) due to more reliable power generation, better operational controls and fewer maintenance requirements and promoting pollution prevention by reducing the generation and emission of air pollutants.

4.10. Respondent's deadline to perform the SEPs shall be excused or extended if such performance is prevented or delayed solely by events which constitute a *Force Majeure* event. A *Force Majeure* event is defined as any event arising from causes beyond the reasonable control of Respondent, including its employees, agents, consultants, and contractors, which could not be overcome by due diligence and which delays or prevents performance of a SEP within the specified time period. A *Force Majeure* event does not include, *inter alia*, increased cost of performance, changed economic circumstances, changed labor relations, normal precipitation or climate events, changed circumstances arising out of the sale, lease, or other transfer or conveyance of title or ownership or possession of a site, or failure to obtain federal, state, or local permits.



4.11. Respondent certifies to the truth, accuracy, and completeness of all cost information provided to EPA in connection with EPA's approval of the SEPs, and that Respondent in good faith estimates that the cost to implement the SEPs is \$175,000.

4.12. Respondent also certifies that, as of the date of this Consent Agreement, Respondent is not required to perform or develop the SEPs by any federal, state, or local law or regulation, nor is Respondent required to perform or develop the SEPs by another agreement, under a grant, or as injunctive relief in any other case. Respondent further certifies: that it has not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEPs; that neither SEP 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; and that Respondent will not receive any reimbursement for any portion of the SEPs from any other person or entity. For federal income tax purposes, Respondent agrees that it will neither capitalize in inventory or basis nor deduct any costs or expenditures incurred in performing the SEPs.

4.13. Respondent hereby certifies that it is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as the SEPs described in Paragraph 4.9.

4.14. Respondent shall submit a SEP Construction Completion Report to EPA within 90 days after completion of construction of the SEPs. The SEP Construction Completion Report shall contain the following information:

- (1) A description of the SEPs as constructed;
- (2) Certification that the SEPs have been fully constructed pursuant to the provisions of this Consent Agreement and documentation providing evidence of

- the projects' construction completion (including but not limited to photos, vendor invoices or receipts, correspondence) and documentation of all SEP expenditures;
- (3) A description of any problems encountered during construction of the SEPs and, to the extent implemented during the construction phase, the solutions thereto; and
  - (4) A description of the environmental and public health benefits resulting from implementation of the SEPs, to the extent known as of completion of construction.

Respondent shall submit a SEP Implementation Report to EPA within 90 days after starting up operations subsequent to completion of SEP construction. The SEP Implementation Report shall contain the following information:

- (1) A description of the SEPs as implemented, including any changes to the SEPs subsequent to submission of the SEP Construction Completion Report;
- (2) Certification that the SEPs have been fully implemented pursuant to the provisions of this Consent Agreement and documentation providing evidence of implementation (including but not limited to photos, vendor invoices or receipts, correspondence) and documentation of all additional SEP expenditures incurred, if any, subsequent to completion of construction;
- (3) A description of any problems encountered during implementation of the SEPs and the solutions thereto; and
- (4) A description of the environmental and public health benefits resulting from implementation of the SEPs.

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

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

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

4.17. Respondent shall maintain legible copies of documentation of the underlying data for documents or reports submitted to EPA pursuant to this Consent Agreement until the SEP Completion Report and the SEP Implementation Report are accepted pursuant to Paragraph 4.18, and Respondent shall provide the documentation of any such underlying data to EPA within 15 days of a written request for such information. In all documents or reports including, without limitation, the SEP Completion Report and the SEP Implementation 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.”

4.18. Following receipt of each of the SEP Construction Completion Report and the SEP Implementation Report described in Paragraph 4.14, EPA will do one of the following:

- (i) accept the Reports; (ii) reject the Reports, notify Respondent, in writing, of deficiencies in the Reports, and provide Respondent an additional 30 days in which to correct any deficiencies; or
- (iii) reject the Reports and seek stipulated penalties in accordance with Paragraph 4.20.

4.19. If Respondent fails to satisfactorily complete the SEPs as contemplated by this Consent Agreement and this failure was not caused solely by events which constitute a *Force Majeure* as defined by Paragraph 4.10, then stipulated penalties shall be due and payable by Respondent to EPA upon demand in accordance with Paragraph 4.20. 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 SEPs have been satisfactorily completed and whether Respondent has made a good faith, timely effort to implement the SEPs is reserved to the sole discretion of EPA.

4.20. If Respondent fails to satisfactorily meet the deadlines required by this Consent Agreement and in accordance with Attachment A, Respondent shall pay stipulated penalties, upon written demand from EPA, in the following amount for each day that the specified deadline is incomplete.

Period of Non Compliance	Penalty Per Violation Per Day
1 <sup>st</sup> through 7 <sup>th</sup> day	\$100
8 <sup>th</sup> through 21 <sup>st</sup> day	\$250
22 <sup>nd</sup> through 30 <sup>th</sup> day	\$500
Greater than 30 days	\$1,000

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.

Interest and late charges shall be paid as stated in Paragraph 4.8.

4.21. Any public statement, oral or written, in print, film, or other media, made by Respondent making reference to the SEPs from the date of the execution of this Consent Agreement shall include that 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 Clean Air Act.”

4.22. This Consent Agreement shall not relieve Respondent of its obligation to comply with all applicable provisions of federal, state or local law, nor shall it be construed to be a ruling

on, or determination of, any issue related to any federal, state or local permit, nor shall it be construed to constitute EPA approval of the equipment or technology installed by Respondent in connection with the SEPs undertaken pursuant to this Consent Agreement.

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

4.24. 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.

4.25. The undersigned representative of Respondent also certifies that, as of the date of Respondent's signature of this Consent Agreement, Respondent has corrected the violation(s) alleged in Part III.

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

4.27. 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.

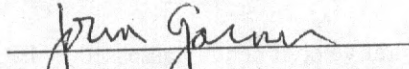
4.28. The provisions of this Consent Agreement and the Final Order shall bind Respondent and its agents, servants, employees, successors, and assigns.

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

DATED:

FOR RESPONDENT:

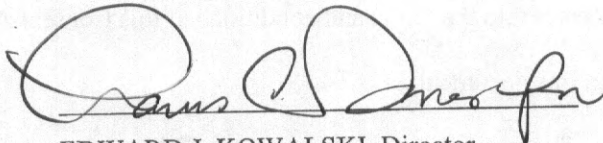
9/21/17

  
JOHN GARNER, Chief Operating Officer  
North Pacific Seafoods, Inc.

DATED:

FOR COMPLAINANT:

9/22/17

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

BEFORE THE  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

In the Matter of:	)	
	)	DOCKET NO. CAA-10-2017-0084
North Pacific Seafoods, Inc.,	)	
Red Salmon Cannery,	)	<b>FINAL ORDER</b>
	)	
Naknek, Alaska,	)	
	)	
Respondent.	)	

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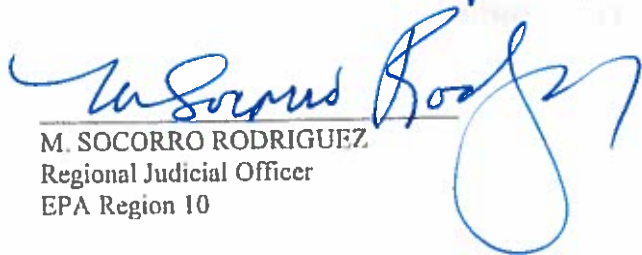
1.1. The Administrator has delegated the authority to issue this Final Order to the Regional Administrator of EPA Region 10, who has redelegated this authority to the Regional Judicial Officer in EPA Region 10.

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 the CAA 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 the CAA and regulations promulgated or permits issued thereunder and any applicable implementation plan requirements.

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

SO ORDERED this 25<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: North Pacific Seafoods, Inc., Docket No.: CAA-10-2017-0084**, was filed with the Regional Hearing Clerk and served on the addressees in the following manner on the date specified below:

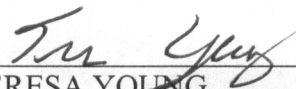
The undersigned certifies that a true and correct copy of the document was delivered to:

Robert Hartman  
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:

John Garner, Chief Operating Officer  
North Pacific Seafoods, Inc.  
4 Nickerson Street, Suite 400  
Seattle, WA 98109

DATED this 27 day of September 2017.

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

**In the Matter of North Pacific Seafoods, Inc.**  
**EPA Docket No. CAA-10-2017-0084**  
**Supplemental Environmental Projects (SEPs)**  
**Attachment A**

The North Pacific Seafoods, Inc. Red Salmon Cannery, located at Mile 1.5 Alaska Peninsula Highway, Naknek, Alaska will implement the following Supplemental Environmental Projects:

1. Light Emitting Diode ("LED") Lighting Upgrade ("LED SEP")
2. Installation of a Solar Power System.

The implementation of these projects is intended to secure significant environmental benefits by the reduction of total power consumption by replacing current lighting with more efficient LED bulbs, and by augmenting and replacing diesel-generated power with solar power. Replacing diesel generated power used at the facility and replacing it with a solar source of power generation will reduce the risk of process upsets (which create a potential for ammonia releases) due to more reliable power generation, better operational controls and fewer maintenance requirements. These SEPs will promote pollution prevention by reducing the generation and emission of air pollutants.

The following is a more detailed description of the scope of each project:

**Description of SEPs**

**1. LED SEP**

The Red Salmon Cannery will replace at least 86kW of conventional light bulbs from its current conventional lighting system with lower energy-demand LED bulbs. Priority will be given to continuously occupied areas and buildings that remain lighted during the season. These are entire buildings or areas within housing units comprising a total of twenty-five buildings.

The enclosed spaces at Red Salmon Cannery are currently lighted by multi-bulb fixtures utilizing conventional four foot and eight foot florescent tubes. Generally, four foot tubes consume thirty-six watts and eight foot tubes consume sixty watts at this facility. Replacement bulbs will be LED, ballast free, and designed to utilize existing fixtures. These bulbs typically consume half the wattage of traditional florescent units.

Red Salmon has purchased two types of LED bulbs for evaluation, both under the Hyperikon Brand Name: These bulbs are 18 and 36 watt, respectively. An initial purchase approximating nine hundred seventy-three (973) 18 watt and seven hundred sixty-eight (768) 36 watt bulbs will be made. An additional, estimated fifty (50) 65 watt LED outdoor fixtures will be installed to light roads and pathways. Total LED wattage will be about 48.4 kW replacing at least 86 kW of conventional lighting.

Cost Estimate:       \$52,000

## 2. Solar Power System

The Red Salmon Cannery will install a solar power system. The solar power system will supplement existing generation capacity during the operating season, and during the off season when sufficient daylight exists, the system will supply the needs of the facility.

The solar power panels will be connected in series to produce 600 VDC. Multiple inverter/transfer switch modules convert the DC voltage to 480 VAC. The AC power is then supplied to the powerhouse buss via existing wiring to be distributed to the site through the powerhouse switchgear. The solar power system will not store energy in batteries for nighttime use.

The solar power system will consist of the following components (or equivalent equipment):

Qty	Description of Component
370	Astronergy CHSM6612P-310 Solar Panel
4	SolarEdge SE33.3KUS-480 Inverter
665	Heyco Products Inc. HEYClip Sunrunner Cable Clip - S-6405 - Single
1	Commercial Electrical Design Diagram
185	SolarEdge P700 Power Optimizer
12	Four Star Solar MC4 Male Connector
12	Four Star Solar MC4 Female Connector

### Solar panel description:

- Dimensions (LxWxH): 76.93 × 38.98 × 1.57 inches
- Weight: 56.9 lbs
- 72-cell polycrystalline module
- Silver anodized aluminum frame
- -0/+5 % tolerance ratio
- UL and IEC listed
- White backsheet material
- MC4 module connector

A total of about three hundred seventy (370) solar panels will be mounted on racks on the rooftop of the Fish House building and/or the Britestack warehouse. The maximum theoretical total power output of the solar panels would be about 114.7 kW. Respondent may mount the solar panels on the ground if the existing structures are unable to support the roof loading created by the panel installation.

The facility has a peak energy consumption of 2.2 MW during full production. An average load of 1.3 MW was observed during the months of June and July during salmon production. Off season load averages approximately 320 kWh/day.

Cost Estimate:           \$123,000

### **SEPs Implementation Schedule**

Respondent will have ninety (90) days from the Effective date of this CAFO to evaluate the SEPs, as specified in Phase I, below. Due to Respondent's very short operating season and the unique nature of Respondent's operations, Respondent will have until November 15, 2018 to implement the SEPs, as specified Phase III, below.

#### **Phase I (Evaluation of SEPs)**

1. Within ninety (90) days from the Effective date of this CAFO, Respondent will evaluate and determine the type and number of LED bulbs needed to replace at least 86 kW of conventional lighting, as described in Description of SEPs, Section 1, above.
2. Within ninety (90) days from the Effective date of this CAFO, Respondent will evaluate the location and number of solar panels to be installed to achieve a maximum total power output of at least 114.7 kW for the Solar Power SEP, accounting for pricing and system design changes. Respondent will conduct a structural review of existing buildings to insure safe roof loading. Respondent will take into consideration the power distribution system to ensure the efficient use of solar generated power.

#### **Phase II (Notification)**

1. Within ten (10) days of completion of its evaluations of the SEPs as specified in Phase I, Respondent will inform EPA of the scope and cost of each SEP

#### **Phase III (Implementation of SEPs)**

1. By November 15, 2018, Respondent will complete the LED SEP as described in this Attachment.
2. By July 1, 2018, start of the salmon season, materials and supplies needed to implement the Solar Power System SEP will be ordered.
3. Respondent will provide written reports to EPA summarizing all expenses incurred in connection with construction and implementation of both SEPs during the prior six-month period. Such reports will be provided to EPA on or before December 31, 2017, June 1, 2018, December 31, 2018 and, if additional expenses are incurred after startup of operations, June 1, 2019.
4. By November 15, 2018, Respondent will complete construction for the Solar Power System SEP.
5. Within ninety (90) days of completion of construction, or by February, 18, 2019, whichever is earlier, Respondent will submit a Construction Completion Report to EPA as specified in the Consent Agreement.
6. Upon startup of operations in the spring of 2019, Respondent will test the effectiveness of the Solar Power System SEP. Respondent will promptly make any adjustments necessary to ensure that the SEP is fully operational by no later than June 1, 2019.
7. By no later than September 1, 2019, Respondent will submit a SEP Implementation Report to EPA, as specified in the Consent Agreement.