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HEARINGS CLERK  
EPA -- REGION 10

BEFORE THE  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

In the Matter of:	)	DOCKET NO. EPCRA-10-2019-0032
	)	
SHINING OCEAN, INC.,	)	CONSENT AGREEMENT
	)	
Sumner, Washington,	)	
	)	
Respondent.	)	
	)	

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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 325 of the Emergency Planning and Community Right-to-Know Act (“EPCRA”), 42 U.S.C. § 11045, and Section 109 of the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. § 9609.

1.2. Pursuant to Section 325 of EPCRA, 42 U.S.C. § 11045, and Section 109 of CERCLA, 42 U.S.C. § 9609, 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 Shining Ocean, 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 Enforcement and Compliance Assurance Division, EPA Region 10 (“Complainant”) has been delegated the authority pursuant to Section 325 of EPCRA, 42 U.S.C. § 11045, and Section 109 of CERCLA, 42 U.S.C. § 9609, to sign consent agreements between EPA and the party against whom an administrative penalty for violations of EPCRA and CERCLA are proposed to be assessed.

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

## **III. ALLEGATIONS**

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

3.2 Under Section 304 of EPCRA, 42 U.S.C. § 11004, and 40 C.F.R. Part 355, if a release of an extremely hazardous substance in an amount equal to or greater than the RQ occurs from a facility at which a hazardous chemical is produced, used, or stored, and the release requires, or occurred in a manner that would require, notice under Section 103(a) of CERCLA,

42 U.S.C. § 9603(a), the owner or operator of the facility shall immediately notify the State Emergency Response Commission (“SERC”) of any state likely to be affected by the release and the Local Emergency Planning Committee (“LEPC”) for any area likely to be affected by the release.

3.3 Under Section 101(21) of CERCLA, 42 U.S.C. § 9601(21), and Section 329(7) of EPCRA, 42 U.S.C. § 11049(7), “person” means, among other things, an individual, firm, corporation, association, or partnership.

3.4 Under Section 101(9) of CERCLA, 42 U.S.C. § 9601(9), “facility” means, among other things, any building, structure, installation, equipment, pipe or pipeline, storage container, or any site or area where a hazardous substance has been deposited, stored, disposed of, or placed, or otherwise come to be located.

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

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

3.7 Section 329(8) of EPCRA, 42 U.S.C. § 11049(8), defines “release” as any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping,

leaching, dumping, or disposing into the environment of any hazardous chemical, extremely hazardous substance, or toxic chemical.

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

3.9 Respondent is incorporated in the State of Washington.

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

3.11 Respondent owns and/or operates a seafood processing facility located at 1515 Puyallup Street in Sumner, Washington (“the Facility”).

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

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

3.14 Ammonia is a “hazardous substance” listed in 40 C.F.R. Part 302, Table 302.4, and an “extremely hazardous substance” listed in 40 C.F.R. Part 355, Appendices A and B, with an RQ of 100 pounds.

3.15 On July 18, 2017, there was a release of ammonia from the Facility by means of emission into the air in a quantity greater than the RQ.

#### **COUNT 1**

3.16 Respondent failed to notify the NRC as soon as it knew or should have known of the release of ammonia from the Facility in an amount equal to or greater than the RQ on July 18, 2017.

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

#### **COUNT 2**

3.18 Respondent failed to notify the SERC as soon as it knew or should have known of the release of ammonia from the Facility in an amount equal to or greater than the RQ on July 18, 2017.

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

#### **COUNT 3**

3.20 Respondent failed to notify the LEPC as soon as it knew or should have known of the release of ammonia from the Facility in an amount equal to or greater than the RQ on July 18, 2017.

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

#### **ENFORCEMENT AUTHORITY**

3.22 Under Section 325 of EPCRA, 42 U.S.C. § 11045; Section 109 of CERCLA, 42 U.S.C. § 9609; and 40 C.F.R. Part 19, EPA may assess a civil penalty of not more than \$57,317 for each violation, per day.

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

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

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

4.3. In determining the amount of penalty to be assessed, EPA has taken into account the factors specified in Section 325(b) of EPCRA, 42 U.S.C. § 11045(b), and Section 109(a)(3) of CERCLA, 42 U.S.C. § 9609(a)(3). After considering these factors, EPA has determined and Respondent agrees that an appropriate penalty to settle this action is \$12,285 (the "Assessed Penalty"), \$4,095 of which reflects violations of CERCLA, and \$8,190 of which reflects violations of EPCRA.

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

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

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

Respondent must note on the check the title and docket number of this action. Respondent must also include a note with the payment indicating that \$4,095 is for the CERCLA penalty and \$8,190 is for the EPCRA penalty.

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

Regional Hearing Clerk  
U.S. Environmental Protection Agency  
Region 10  
1200 6th Avenue, Suite 155, M/S 11-C07  
Seattle, Washington 98101  
young.teresa@epa.gov

David Magdangal  
U.S. Environmental Protection Agency  
Region 10, Mail Stop 20-C04  
1200 6th Avenue, Suite 155  
Seattle, Washington 98101  
magdangal.david@epa.gov

4.7. If Respondent fails to pay any portion of the Assessed Penalty in full by its due date, the entire unpaid balance of the Assessed Penalty and accrued interest shall become immediately due and owing. If such a failure to pay occurs, Respondent may be subject to a civil action under Section 325(f)(1) of EPCRA, 42 U.S.C. § 11045(f)(1), and/or Section 109 of CERCLA, 42 U.S.C. § 9609, to collect any unpaid penalties, together with interest, handling charges, and nonpayment penalties, as set forth below.

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

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

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

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

4.9. The Assessed Penalty, including any additional costs incurred under Paragraphs 4.8 and 4.25, represents an administrative civil penalty assessed by EPA and shall not be deductible for purposes of federal taxes.

#### **SUPPLEMENTAL ENVIRONMENTAL PROJECT**

4.10. Respondent agrees to implement and complete a Supplemental Environmental Project (SEP) in accordance with all provisions described in this Consent Agreement and Attachment A. The SEP will automate the Facility's ammonia leak detection system, enabling recording and remote detection of ammonia concentration levels, and automating recovery of gaseous and liquid ammonia in the event of a leak, as described in Attachment A. The primary purpose of the SEP is to allow Respondent to detect and respond to ammonia leaks more quickly and reduce the amount of ammonia that is released to the environment in the event of a leak.

4.11. Respondent agrees to install and begin operating the SEP within one year (365 calendar days) of the effective date of this Consent Agreement, in accordance with all provisions described in this Consent Agreement and Attachment A.

4.12. Respondent further agrees to operate the SEP at the Facility for a minimum of one year (365 calendar days) following completion of the installation of the system.

4.13. Respondent certifies to the truth, accuracy, and completeness of all cost information provided to EPA in connection with EPA's approval of the SEP, and that



Respondent in good faith estimates that the cost to implement SEP, exclusive of internal labor costs, is \$130,392.

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

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

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

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

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

e. Respondent will not receive any reimbursement for any portion of the SEP from any other person or entity; and

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

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

4.16. 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 SEP.

4.17. Respondent is responsible for the satisfactory completion of the SEP in accordance with the requirements of this Consent Agreement and Attachment A. Respondent may use contractors, consultants, or others in planning and implementing the SEP.

4.18. Respondent shall submit a SEP Completion Report ("Completion Report 1") to EPA 60 days after the date on which Respondent installs and begins operating the SEP as described in paragraph 4.11. Completion Report 1 shall contain the following information:

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

4.19. Respondent shall prepare a second report ("Completion Report 2") providing information on Respondent's first 365 days of operation of the SEP. Respondent agrees to submit Completion Report 2 to EPA within 30 days after the first year (365 calendar days) of operation of the SEP. Completion Report 2 shall contain the following information:

- 1) A description of any problems encountered during the preceding 365 days of operation of the SEP and the solutions thereto;
- 2) A description of any changes or repairs that have been made to the automatic response system that differ from the SEP's original design;
- 3) A description of the environmental and public health benefits resulting from implementation of the SEP;
- 4) Data on ammonia leaks, if any, that occurred in the preceding 365 days of operation of the SEP, to include a) time and date of release; b) recorded ammonia concentration in the area of the leak before and after activation of the automatic response system; c) recorded compressor suction pressure from commencement of the leak to the time when the leak was controlled; d) length of time from leak detection to release cessation; and e) the highest ammonia concentration recorded in the area of the leak.

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

David Magdangal  
U.S. Environmental Protection Agency  
Region 10, Mail Stop 20-C04  
1200 Sixth Avenue, Suite 155  
Seattle, Washington 98101

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

4.22. Respondent shall maintain legible copies of documentation of the underlying data for documents or reports submitted to EPA pursuant to this Consent Agreement until Completion Reports 1 and 2 are accepted pursuant to Paragraph 4.23, 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, Completion Reports 1 and 2 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."

4.23. Following receipt of Completion Report 1, described in Paragraph 4.18, and Completion Report 2, described in Paragraph 4.19, EPA will do one of the following: (i) accept

the Report; (ii) reject the Report, notify Respondent, in writing, of deficiencies in the Report, and provide Respondent an additional 30 days in which to correct any deficiencies; or (iii) reject the Report and seek stipulated penalties in accordance with Paragraphs 4.25 or 4.26.

4.24. If Respondent fails to satisfactorily complete the SEP as contemplated by this Consent Agreement, then stipulated penalties shall be due and payable by Respondent to EPA upon demand in accordance with Paragraphs 4.25 and 4.26. EPA may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this Consent Agreement. The determination of whether the SEP has been satisfactorily completed and whether Respondent has made a good faith, timely effort to implement the SEP is reserved to the sole discretion of EPA.

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

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

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

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

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

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

#### **ADDITIONAL PROVISIONS**

4.29. 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.

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

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

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

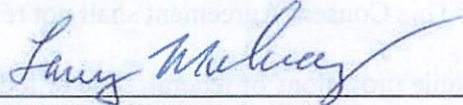
4.33. Respondent consents to the issuance of any specified compliance or corrective action order, to any conditions specified in this consent agreement, and to any stated permit action.

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

DATED:

4/23/2019

FOR RESPONDENT:

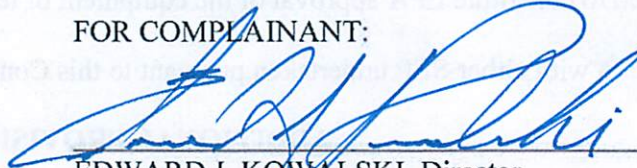


LARRY MULVEY, President  
Shining Ocean, Inc.

DATED:

4/25/2019

FOR COMPLAINANT:



EDWARD J. KOWALSKI, Director  
Enforcement and Compliance Assurance Division  
EPA Region 10

## **ATTACHMENT A: SUPPLEMENTAL ENVIRONMENTAL PROJECT**

**IN THE MATTER OF: Shining Ocean, Inc.,  
Sumner, Washington  
EPA DOCKET NO. EPCRA 10-2019-0032  
Consent Agreement and Final Order**

In accordance with Paragraph 4.11 of the above captioned Consent Agreement, Shining Ocean, Inc. ("Respondent") shall implement a Supplemental Environmental Project ("SEP") at Respondent's facility, located at 1515 Puyallup Street in Sumner, Washington ("the Facility"). The SEP will upgrade aspects of the Facility's anhydrous ammonia refrigeration system by installing a computer-operated "Automatic Leak Control System" (ALCS), as described here:

- Respondent will install and operate new ammonia leak detectors in the Low-Pressure Receiver room and in cold storage areas of the Facility, including near the following evaporators: Spiral Freezer #1, Spiral Freezer #2, Production Cooler #1, Production Cooler #2, Freezer #1, Back Freezer, and Shipping Cooler. The new detectors are integrated into the ALCS to provide continuous monitoring information that will be used to automatically respond in the event of an ammonia release. Respondent will install new solenoid valves to allow the ALCS to automatically operate in the event of a release.
- Ammonia detectors will continuously monitor ammonia levels in the areas of the Facility listed above and will function as follows. If a detector senses that ammonia concentration in its area rises to 25 parts per million (ppm), an alarm is activated to notify facility operators and ventilation is activated. If ammonia concentration in the area continues to rise to 35 ppm, the ALCS automatically closes valves to halt the flow of ammonia (in both liquid and gaseous forms) to all evaporators in that area. Compressors automatically begin operating to pull ammonia from the evaporators into a high-pressure receiver for storage.
- Respondent will install and operate a Detection Status Screen which will provide real-time readings from every ammonia leak detector in the Facility. Its location in a weathertight cabinet outside the main machinery room will allow operators and emergency responders to view and monitor airborne levels of ammonia throughout the Facility prior to entry into a leak area.

Respondent agrees to complete the work described below by the following dates:

1. Respondent will issue Purchase Orders, with parts ordered to arrive within 180 days of the Effective Date of the Consent Agreement.
2. Respondent will complete machine room piping tie-in within 240 days of the Effective Date of the Consent Agreement.
3. The SEP will be completed, in operation, and fully functional within 365 days of the Effective Date of the Consent Agreement.

Respondent agrees to share information about the SEP with industry counterparts at its local chapter of the Refrigeration Engineering & Technician Association after at least 365 days and within 730 days (two years) of the ALCS being completed and operational. Information shared should include:

- a description of the ALCS;
- problems encountered, if any, during operation;
- solutions to those problems, if any;
- number of prevented ammonia releases experienced, if any, response time saved, and amount of ammonia captured by ALCS when leaks occurred;
- and any other benefits to the environment and human health that the ALCS achieved.

All components of the SEP shall be installed and operated in accordance with Paragraphs 4.11 and 4.12 of the above captioned Consent Agreement. Respondent shall provide notification to EPA as described in Paragraphs 4.18 - 4.20 of the above captioned Consent Agreement.



BEFORE THE  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

In the Matter of:	)	DOCKET NO. EPCRA-10-2019-0032
	)	
SHINING OCEAN, INC.,	)	<b>FINAL ORDER</b>
	)	
Sumner, Washington,	)	
	)	
Respondent.	)	
	)	

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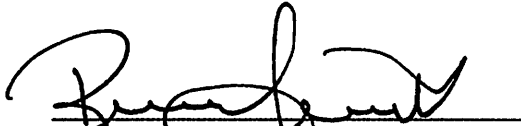
1.1. The Administrator has delegated the authority to issue this Final Order to the Regional Administrator of EPA Region 10, who has redelegated this authority to the Regional Judicial Officer in EPA Region 10.

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

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

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

SO ORDERED this 6<sup>th</sup> day of May, 2019.



RICHARD MEDNICK  
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: Shining Ocean, Inc., Docket No.: EPCRA-10-2019-0032**, was filed with the Regional Hearing Clerk and served on the addressees in the following manner on the date specified below:


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

Danielle Meinhardt  
U.S. Environmental Protection Agency  
Region 10  
1200 6th Ave. Suite 155, M/S 11-C07  
Seattle, WA 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:

Larry Mulvey  
President  
Shining Ocean, Inc.  
1515 Puyallup Street  
Sumner, Washington 98390

DATED this 7 day of May, 2019.

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