

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

THE UNITED STATES OF AMERICA,

Plaintiff,

v.

OCEAN GOLD SEAFOODS, INC.,

and

OCEAN COLD, LLC,

Defendants.

Civil Action No. 3:16-cv-5179

CONSENT DECREE

TABLE OF CONTENTS

I.	JURISDICTION AND VENUE	4
II.	APPLICABILITY	4
III.	DEFINITIONS.....	5
IV.	CIVIL PENALTY	8
V.	COMPLIANCE REQUIREMENTS.....	9
VI.	REFRIGERANT RELEASE REDUCTION PROGRAM.....	13
VII.	THIRD PARTY VERIFICATION	19
VIII.	REPORTING REQUIREMENTS	24
IX.	REVIEW AND APPROVAL PROCEDURES	27
X.	STIPULATED PENALTIES	28
XI.	FORCE MAJEURE	31
XII.	DISPUTE RESOLUTION	33
XIII.	INFORMATION COLLECTION AND RETENTION	36
XIV.	EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS.....	38
XV.	COSTS	39
XVI.	NOTICES.....	39
XVII.	EFFECTIVE DATE.....	40
XVIII.	RETENTION OF JURISDICTION.....	41
XIX.	MODIFICATION	41
XX.	TERMINATION.....	42
XXI.	PUBLIC PARTICIPATION	42
XXII.	SIGNATORIES/SERVICE.....	43
XXIII.	INTEGRATION	43
XXIV.	FINAL JUDGMENT	44
XXV.	APPENDICES	44

1 **WHEREAS**, Plaintiff United States of America, on behalf of the United States
2 Environmental Protection Agency (“EPA”), has filed a complaint in this action concurrently with
3 this Consent Decree, alleging that Defendants, Ocean Gold Seafoods, Inc. (“Ocean Gold”) and
4 Ocean Cold, LLC (“Ocean Cold”), have violated regulations set forth in 40 C.F.R. Part 82,
5 Subpart F, and promulgated by EPA pursuant to Title VI of the Clean Air Act (“CAA”), 42
6 U.S.C. §§ 7671-7671q, and have violated Sections 312 and 313 of the Emergency Planning and
7 Community Right-to-Know Act (“EPCRA”), 42 U.S.C. §§ 11022 and 11023.

8 **WHEREAS**, Defendants’ facilities in Westport, Washington employ industrial
9 refrigeration appliances that use a hazardous, ozone-depleting refrigerant gas known as
10 chlorodifluoromethane or “R-22.” The Complaint against Defendants alleges that the
11 Defendants did not make timely repairs to leaking refrigeration appliances, did not maintain
12 required records for those appliances, and did not have required maintenance equipment on site,
13 in violation of the CAA and its implementing regulations; the Complaint further alleges that
14 Defendants did not report the presence of R-22 at their facilities to emergency response officials
15 and did not submit required forms reporting chemical releases to EPA, in violation of EPCRA.

16 **WHEREAS**, Defendants do not admit any liability to the United States arising out of the
17 transactions or occurrences alleged in the Complaint.

18 **WHEREAS**, the Parties recognize, and the Court by entering this Consent Decree finds,
19 that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation
20 between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

21 **NOW THEREFORE**, before the taking of any testimony, without the adjudication or
22 admission of any issue of fact or law except as provided in Section I, and with the consent of the
23 Parties, **IT IS HEREBY ADJUDGED, ORDERED, AND DECREED** as follows:

1 **I. JURISDICTION AND VENUE**

2 1. This Court has jurisdiction over the subject matter of this action, pursuant to
3 28 U.S.C. §§ 1331, 1345, and 1355; Section 113(b) of the CAA, 42 U.S.C. § 7413(b); and
4 Section 325(c) of EPCRA, 42 U.S.C. § 11045(c), and over the Parties. Venue lies in this District
5 pursuant to Section 113(b) of the CAA, 42 U.S.C. § 7413(b); Section 325(c)(4) of EPCRA, 42
6 U.S.C. § 11045(c)(4); and 28 U.S.C. §§ 1391(b) and (c) and 1395(a), because the alleged
7 violations took place in this district and each of the Defendants resides and maintains its
8 principal place of business in this district. For purposes of this Decree, or any action to enforce
9 this Decree, Defendants consent to the Court's jurisdiction over this Decree and any such action
10 and over Defendants and consent to venue in this judicial district.

11 2. For purposes of this Consent Decree, Defendants agree that the Complaint states
12 claims upon which relief may be granted pursuant to Sections 113(b) and 608 of the CAA, 42
13 U.S.C. §§ 7413(b) and 7671g; 40 C.F.R. Part 82, Subpart F; and Sections 312 and 313 of
14 EPCRA, 42 U.S.C. §§ 11022 and 11023.

15 **II. APPLICABILITY**

16 3. The obligations of this Consent Decree apply to and are binding upon the United
17 States, and upon Defendants and any successors, assigns, or other entities or persons otherwise
18 bound by law.

19 4. No transfer of ownership or operation of any Facility, whether in compliance with
20 the procedures of this Paragraph or otherwise, shall relieve a Defendant of its obligation to
21 ensure that the terms of the Decree are implemented. At least 30 Days prior to such a transfer,
22 the relevant Defendant shall provide a copy of this Consent Decree to the proposed transferee
23 and shall simultaneously provide written notice of the prospective transfer, together with a copy

1 of the proposed written agreement, to EPA Region 10, the United States Attorney for the
2 Western District of Washington, and the United States Department of Justice, in accordance with
3 Section XVI (Notices). Any attempt to transfer ownership or operation of any Facility without
4 complying with this Paragraph constitutes a violation of this Decree.

5 5. Defendants shall provide a copy of this Consent Decree to all officers, employees,
6 and agents whose duties might reasonably include compliance with any provision of this Decree,
7 as well as to any contractor retained to perform work required under this Consent Decree.
8 Defendants shall condition any such contract upon performance of the work in conformity with
9 the terms of this Consent Decree.

10 6. In any action to enforce this Consent Decree, Defendants shall not raise as a
11 defense the failure by any of their officers, directors, employees, agents, or contractors to take
12 any actions necessary to comply with the provisions of this Consent Decree.

13 **III. DEFINITIONS**

14 7. Terms used in this Consent Decree that are defined in the CAA or in EPCRA, or
15 in regulations promulgated pursuant to either Act, shall have the meanings assigned to them in
16 the Act or such regulations, unless otherwise provided in this Decree. Whenever the terms set
17 forth below are used in this Consent Decree, the following definitions shall apply:

- 18 a. “Complaint” shall mean the complaint filed by the United States in this action.
19 b. “Consent Decree” or “Decree” shall mean this Decree and all appendices attached
20 hereto (listed in Section XXV (Appendices)).
21 c. “Current Charge” shall mean the measured amount of Refrigerant in an Appliance
22 that has been set at the start of a Refrigerant Year, in accordance with Section VI
23 (Refrigerant Release Reduction Program).

- 1 d. “Day” shall mean a calendar day unless expressly stated to be a business day. In
2 computing any period of time under this Consent Decree, where the last day
3 would fall on a Saturday, Sunday, or federal holiday, the period shall run until the
4 close of business of the next business day.
- 5 e. “Defendant” or “Defendants” shall mean defendants Ocean Gold Seafoods, Inc.
6 and Ocean Cold, LLC.
- 7 f. “EPA” shall mean the United States Environmental Protection Agency and any of
8 its successor departments or agencies.
- 9 g. “Effective Date” shall have the definition provided in Section XVII (Effective
10 Date).
- 11 h. “Facility” or “Facilities” shall mean the following facilities owned or operated by
12 Defendants in Westport, Washington: defendant Ocean Gold’s seafood processing
13 facility located at 1804 North Nyhus Street, defendant Ocean Cold’s cold storage
14 and seafood processing facility located at 1601 Year Out Drive, and the ice
15 manufacturing facility (“Icehouse”) operated by Ocean Gold and located on the
16 Point Chehalis dock.
- 17 i. “Paragraph” shall mean a portion of this Decree identified by an Arabic numeral.
- 18 j. “Parties” shall mean the United States and Defendants.
- 19 k. “Refrigerant” shall mean any substance consisting in part or whole of a class I or
20 class II ozone-depleting substance (as listed in 40 C.F.R. Part 82, Subpart A,
21 Appendices A and B) that is used for heat transfer purposes and provides a
22 cooling effect.
- 23 l. “Refrigerant Compliance Management Plan,” “Plan,” or “RCMP” shall mean the

1 Refrigerant Compliance Management Plan attached as Appendix A to this
 2 Consent Decree and any modifications approved by EPA under Paragraph 12.a of
 3 this Decree.

- 4 m. “Refrigerant Year” or “RY” shall mean the period between March 15 of each
 5 calendar year and March 14 of the subsequent calendar year, as delineated in the
 6 following table, unless modified pursuant to Paragraph 89.

Refrigerant Year	Dates
RY 2016	3/15/2016-3/14/2017
RY 2017	3/15/2017-3/14/2018
RY 2018	3/15/2018-3/14/2019
RY 2019	3/15/2019-3/14/2020
RY 2020	3/15/2020-3/14/2021

- 7 n. “Refrigeration Appliance” or “Appliance” shall mean all industrial process
 8 refrigeration appliances, as defined in 40 C.F.R. § 82.152, that are located at the
 9 Defendants’ Facilities and that “normally contain” (as defined in 40 C.F.R.
 10 § 82.152) more than 50 pounds of Refrigerant. Large, custom-built assemblages
 11 of refrigeration equipment at a single Facility that share a single Refrigerant
 12 charge and constitute a single closed-loop refrigeration system, are a single
 13 Refrigeration Appliance for purposes of this Decree.

- 14 o. “Section” shall mean a portion of this Decree identified by a Roman numeral.

- 15 p. “State” shall mean the State of Washington.

- 16 q. “United States” shall mean the United States of America, acting on behalf of
 17 EPA.

1 **IV. CIVIL PENALTY**

2 8. Within 30 Days after the Effective Date, Defendants shall pay the sum of
3 \$495,000 as a civil penalty, together with interest accruing from the date on which the Consent
4 Decree is lodged with the Court, at the rate specified in 28 U.S.C. § 1961 as of the date of
5 lodging. Defendants shall be jointly and severally liable for the payment of this civil penalty.

6 9. Defendants shall pay the civil penalties due at <https://www.pay.gov> to the U.S.
7 Department of Justice account, in accordance with instructions provided to Defendants by the
8 Financial Litigation Unit (“FLU”) of the United States Attorney’s Office for the Western District
9 of Washington after the Effective Date. The payment instructions provided by the FLU will
10 include a Consolidated Debt Collection System (“CDCS”) number, which Defendants shall use
11 to identify all payments required to be made in accordance with this Consent Decree. The FLU
12 will provide the payment instructions to:

13 Tim Berge, Chief Financial Officer, Ocean Gold Seafoods, Inc., (360) 268-2510,
14 tberge@oceancos.com

15 on behalf of Defendants. Defendants may change the individual to receive payment instructions
16 on their behalf by providing written notice of such change to the United States and EPA in
17 accordance with Section XVI (Notices).

18 At the time of payment, Defendants shall send notice that payment has been made: (i) to
19 EPA via email at acctsreceivable.cinwd@epa.gov or via regular mail at EPA Cincinnati Finance
20 Office, 26 W. Martin Luther King Drive, Cincinnati, Ohio 45268; (ii) to the United States via
21 email or regular mail in accordance with Section XVI (Notices); and (iii) to EPA Region 10 in
22 accordance with Section XVI (Notices). Such notice shall state that the payment is for the civil
23 penalty owed pursuant to the Consent Decree in *United States v. Ocean Gold Seafoods, Inc. and*
24 *Ocean Cold, LLC*, and shall reference the civil action number, CDCS Number and DOJ case

1 number 90-5-2-1-10698.

2 10. Defendants shall not deduct any penalties paid under this Decree pursuant to this
3 Section or Section X (Stipulated Penalties) in calculating its federal income tax.

4 **V. COMPLIANCE REQUIREMENTS**

5 11. Compliance with Applicable Law. Defendants shall comply with all applicable
6 requirements of Section 608 of the Clean Air Act, 42 U.S.C. § 7671g; its implementing
7 regulations at 40 C.F.R. Part 82, Subpart F; and Sections 312 and 313 of EPCRA, 42 U.S.C. §§
8 11022 and 11023. As applicable to Defendants' Facilities and Refrigeration Appliances, these
9 requirements include, but are not limited to:

- 10 a. Repairing leaks in Refrigeration Appliances if the leak rate of the appliance
11 exceeds 35 percent on an annual basis, within 30 days of when the leak is or
12 should have been discovered, and in such a manner as to bring the leak rate below
13 35 percent on an annual basis, pursuant to 40 C.F.R. § 82.156(i)(2) and (i)(9);
- 14 b. Conducting initial and follow-up verification tests after a leak in a Refrigeration
15 Appliance is repaired, pursuant to 40 C.F.R. § 82.156(i)(3);
- 16 c. Keeping records of any service to any Refrigeration Appliance, which document
17 the date and type of service, as well as the quantity of Refrigerant added, pursuant
18 to 40 C.F.R. § 82.166;
- 19 d. Having at least one piece of certified, self-contained recovery or recycling
20 equipment available at each Facility with a Refrigeration Appliance, where
21 required, pursuant to 40 C.F.R. § 82.162;
- 22 e. Certifying to the Administrator of EPA that Defendants have acquired certified
23 recovery or recycling equipment, where required, and is complying with the

1 applicable requirements of 40 C.F.R. Part 82, Subpart F, pursuant to 40 C.F.R.
2 § 82.162;

- 3 f. Submitting EPCRA Section 312 Tier II forms annually for hazardous chemicals at
4 all covered Facilities, pursuant to 42 U.S.C. § 11022 and 40 C.F.R. Part 370; and
5 g. Submitting EPCRA Section 313 Toxics Release Inventory (“TRI”) forms
6 annually for toxic chemicals used above the reportable quantity at all covered
7 Facilities, pursuant to 42 U.S.C. § 11023 and 40 C.F.R. Part 372.

8 12. Refrigerant Compliance Management Plan. No later than the date of lodging of
9 this Consent Decree, Defendants shall fully implement the Refrigerant Compliance Management
10 Plan (“RCMP”) attached as Appendix A to this Consent Decree, in accordance with all
11 provisions and schedules therein. In the event of a conflict between the RCMP and the terms of
12 this Consent Decree, the terms of the Decree shall control.

13 a. Defendants shall annually review the RCMP and update the Plan if necessary to
14 comply with Paragraphs 11 and 12.b. In their annual reporting under Section VIII
15 (Reporting Requirements), Defendants shall identify and submit any proposed
16 changes to the RCMP, subject to EPA’s approval. Upon EPA’s approval,
17 Defendants shall implement the revised RCMP.

18 b. Notwithstanding any modifications Defendants may make to the RCMP, the
19 RCMP shall at all times include, at a minimum, the following components:

20 i. A schedule for regular leak detection and testing of all Refrigeration
21 Appliances.

22 ii. A requirement to calculate a leak rate every time Refrigerant is added to any
23 Refrigeration Appliance, and to use the Current Charge for that Appliance,

1 as determined under Paragraph 16, rather than the “full charge” in
2 calculating the leak rate.

3 iii. A requirement to take appropriate corrective action (including, but not
4 limited to, leak repair) whenever a leak in a Refrigeration Appliance is
5 identified.

6 iv. Procedures for recordkeeping and, as necessary, reporting to senior
7 managers and/or EPA of:

8 1. All Refrigerant purchases, and any transfers between, additions to,
9 and removals from any Appliance normally containing 50 or more
10 pounds of a regulated Refrigerant;

11 2. All Refrigerant losses or releases, whether due to leaks or other
12 causes;

13 3. Refrigerant charge determinations;

14 4. Leak rate calculations;

15 5. Leak repairs, including verification tests and, as needed, retrofit or
16 retirement plans and activities; and

17 6. Modifications to Refrigeration Appliances, including documentation
18 of additions or removal of new components.

19 v. A requirement for employee training that, at a minimum, meets the
20 requirements of Paragraph 13.

21 vi. Identification of responsibilities of individual employees and managers at
22 different levels, as well as contractors, with regard to Refrigeration
23 Appliances and service activities, Refrigerant management, recordkeeping

1 and reporting.

2 vii. A method to calculate the amount of Refrigerant lost from each
3 Refrigeration Appliance that incorporates the following principles:

- 4 1. Refrigerant loss calculations will take into account leaks in
5 Appliances, human error in operating Appliances, or intentional
6 venting of an Appliance.
- 7 2. Refrigerant that is added to an Appliance to return it to normal
8 operating characteristics shall be assumed to replace an equivalent
9 amount of Refrigerant lost.

10 viii. Any other requirement that is necessary to maintain compliance with all
11 applicable requirements of Section 608 of the Clean Air Act, 42 U.S.C. §
12 7671g(c); its implementing regulations at 40 C.F.R. Part 82, Subpart F; and
13 Sections 312 and 313 of EPCRA, 42 U.S.C. §§ 11022 and 11023.

14 13. Training. All employees of Defendants who handle Refrigerant, operate, service
15 or maintain Refrigeration Appliances, or complete records or reports related to Refrigerant, shall
16 undergo training on Refrigerant management on at least an annual basis. The first such annual
17 training shall be completed by no later than 90 days after the Effective Date. Such training shall
18 address:

- 19 a. Relevant legal requirements under Section 608 of the Clean Air Act, 42 U.S.C. §
20 7671g; its implementing regulations at 40 C.F.R. Part 82, Subpart F; and Sections
21 312 and 313 of EPCRA, 42 U.S.C. §§ 11022 and 11023;
- 22 b. Defendants' policies and procedures as described in the RCMP; and
- 23 c. Employees' and contractors' individual responsibilities as described in the

1 RCMP.

2 14. Permits. Where any compliance obligation under this Section requires
3 Defendants to obtain a federal, state, or local permit or approval, Defendants shall submit timely
4 and complete applications and take all other actions necessary to obtain all such permits or
5 approvals. Defendants may seek relief under the provisions of Section XI (Force Majeure) for
6 any delay in the performance of any such obligation resulting from a failure to obtain, or a delay
7 in obtaining, any permit or approval required to fulfill such obligation, if such Defendant has
8 submitted timely and complete applications and has taken all other actions necessary to obtain all
9 such permits or approvals.

10 **VI. REFRIGERANT RELEASE REDUCTION PROGRAM**

11 15. Beginning at the start of the first full Refrigerant Year after the lodging of this
12 Consent Decree, until termination of this Decree pursuant to Section XX (Termination),
13 Defendants shall implement the Refrigerant Release Reduction Program (“Program”) set forth in
14 this Section, in accordance with all provisions and schedules therein. The Program covers all
15 Refrigerant Appliances at any Facility, including any new Appliances added after the date of
16 lodging of the Consent Decree.

17 16. Current Charge. Beginning with RY 2016, within 15 days of the start of each
18 Refrigerant Year, Defendants shall set the Current Charge of each Appliance as follows:

- 19 a. *Ocean Gold and Icehouse Appliances*: Defendants shall fully pump out all
20 Refrigerant from each Appliance into Refrigerant cylinders and weigh the
21 cylinders to determine the amount of Refrigerant in the Appliance on the day of
22 the pump-out. That amount shall be set as the Current Charge of the Appliance
23 for the current Refrigerant Year. The pump-out procedure described in this

1 paragraph need not be performed by a professional engineer.

2 b. *Ocean Cold Appliance*: A qualified and registered professional engineer shall
3 evaluate the Ocean Cold Appliance to determine the amount of Refrigerant in that
4 Appliance on the day of the evaluation. That amount shall be set as the Current
5 Charge of that Appliance for the current Refrigerant Year.

6 i. The engineer's annual measurement and calculation must be done with a
7 repeatable process, using the same methodology, and substantially similar
8 operating conditions such that year-to-year results may be directly compared
9 with each other.

10 ii. Among other things, the registered professional engineer shall:

- 11 1. Monitor and record system pressures;
- 12 2. Determine the volume of all refrigeration system piping and
13 equipment. Defendants represent that such a determination has been
14 performed for piping and equipment installed as of the Date of
15 Lodging of this Consent Decree;
- 16 3. Check each system for equipment or piping changes since the last
17 calculation was done, and determine the volume of all piping and
18 equipment added or removed from each refrigeration system;
- 19 4. Determine liquid levels in the storage vessels as accurately as
20 possible, and shall assume the level to be halfway between full sight
21 glasses if no electronic probe is installed. The position of float
22 switches shall also be verified;
- 23 5. Confirm that evaporators are pumped out, where practicable, by

- 1 checking the position of suction valves;
- 2 6. Watch for the presence of evaporator pressure regulators, which may
- 3 prevent full pump-out of associated evaporators;
- 4 7. Inspect evaporators and empty vessels for signs of external ice build-
- 5 up, which would indicate the presence of liquid Refrigerant. If
- 6 external ice build-up is noted, ice shall be removed by Defendants
- 7 prior to conducting the annual measurements and calculation for that
- 8 system;
- 9 8. Determine and note the position of closed liquid line valves; lines
- 10 downstream of a closed valve shall be considered to be free of liquid
- 11 Refrigerant;
- 12 9. Include the mass of vapor in the system, given that Refrigerant vapor
- 13 is very dense; and
- 14 10. Account for the fact that condenser drains are usually trapped, and
- 15 that these large pipes may contain a significant mass of Refrigerant
- 16 liquid.

17 17. Release Limits.

- 18 a. Under the Program, except as specified in sub-paragraph 17.b, in each Refrigerant
- 19 Year (RY X), Refrigerant may not be released from an Appliance in an amount
- 20 that equals or exceeds the following Release Limit:
 - 21 i. *Ocean Gold Appliance*: 20 percent of the Current Charge that has been set
 - 22 for RY X.
 - 23 ii. *Icehouse Appliance*: 20 percent of the Current Charge that has been set for

1 RY X.

2 iii. *Ocean Cold Appliance*: 15 percent of the Current Charge that has been set
3 for RY X.

4 iv. *New Appliances*: 10 percent of the Current Charge that has been set for
5 RY X.

6 b. In the event that any of the Appliances listed in sub-paragraph 17.a is converted
7 or retired during RY X such that it no longer contains any amount of any
8 Refrigerant, the applicable Release Limit in sub-paragraph 17.a shall be reduced
9 to an amount proportional to the number of days during the Refrigerant Year that
10 the Appliance contained Refrigerant.

11 18. Determining Amount Released. Beginning at the start of RY 2017, each time the
12 Current Charge is set (i.e., within 15 days of the start of each Refrigerant Year), Defendants shall
13 determine the amount of Refrigerant released from each Appliance during the preceding
14 Refrigerant Year (the “Amount Released”).

15 a. The Amount Released shall be determined by the following formula:

16 **Amount Released in RY X = [[Current Charge (RY X)] + [Additions (RY X)] – [Removals**
17 **(RY X)]] – [Current Charge (RY X+I)]**

18 b. Where:

19 i. “Current Charge (RY X)” is the Current Charge set at the beginning of the
20 preceding Refrigerant Year.

21 ii. “Current Charge (RY X+I)” is the Current Charge that has just been set for
22 the current Refrigerant Year that has just started. If an Appliance was
23 converted or retired during RY X such that, at the start of the current
24 Refrigerant Year (RY X+I), it no longer contains any amount of any

1 Refrigerant, then the “Current Charge (RY X+1)” for that Appliance shall
2 be zero.

3 iii. “Additions (RY X)” is the sum of all Refrigerant amounts added to the
4 Appliance during RY X for any reason, including equipment upgrades and
5 expansions, except that this figure does not include any Refrigerant added
6 where a record demonstrates that an equivalent amount of Refrigerant was
7 removed from the Appliance during that same Refrigerant Year.

8 iv. “Removals (RY X)” is the sum of all Refrigerant that has been permanently
9 removed from the Appliance during RY X (e.g., for sale or due to removal
10 of equipment or components, or due to conversion or retirement of the
11 Appliance). Any such removals must be supported by appropriate
12 documentation (e.g., bill of sale or documented maintenance work reflecting
13 equipment or component removal).

14 So, for example, the calculation done within 15 days of the start of RY 2018 would be as
15 follows:

16 Amount Released in RY 2017 = [[Current Charge set at start of RY 2017] + [Additions
17 during RY 2017] – [Removals during RY 2017]] – [Current Charge set at start of RY 2018]

18 19. New Appliances. If Defendants install and put into operation any new
19 Refrigeration Appliance at any Facility during the pendency of this Consent Decree, such
20 Appliance will also be subject to the terms of this Program beginning with the next full
21 Refrigerant Year following the date such Appliance is put into service.

22 a. Defendants will determine the Current Charge of any new Appliance at the time it
23 is put into service, by measuring the exact amount of Refrigerant that is put into
24 the Appliance at that time. That amount will be set as the Current Charge of the

1 Appliance for the upcoming Refrigerant Year.

- 2 b. For subsequent Refrigerant Years, the Current Charge of any new Appliance will
3 be determined using one of the two procedures detailed in Paragraph 16.a and
4 16.b. The appropriate procedure will be determined by EPA based on information
5 required to be submitted by Defendants as part of their annual reporting under
6 Paragraph 20.c.iii.

7 20. Reporting. In their annual reporting submitted pursuant to Section VIII
8 (Reporting Requirements), within 30 days after the start of each Refrigerant Year, Defendants
9 shall report the following information:

- 10 a. *Prior Refrigerant Year*. With regard to the immediately preceding Refrigerant
11 Year, Defendants shall report, and provide supporting documentation for, the
12 following:

- 13 i. The Amount Released from each Appliance using the formula described in
14 Paragraph 18; and
15 ii. Whether, and by how many pounds, the Amount Released equals or exceeds
16 the Release Limit for that Appliance.

- 17 b. *Current Refrigerant Year*. With regard to the Refrigerant Year that is underway
18 when the Annual Report is submitted, Defendants shall report:

- 19 i. The Current Charge that has been set for each Appliance for the current
20 Refrigerant Year; and
21 ii. The Release Limit, in pounds, for each Appliance, as determined in
22 accordance with Paragraph 17.

- 23 c. *New Appliances*. Defendants shall provide:

- 1 i. A description of any new Appliances put into service during the preceding
2 Refrigerant Year;
- 3 ii. Each new Appliance’s Current Charge as determined pursuant to Paragraph
4 19.a, which will be set as the Current Charge of the Appliance for the
5 Refrigerant Year that is underway when the Annual Report is submitted; and
- 6 iii. Defendants’ recommendation, for each new Appliance, as to which of the
7 procedures in Paragraphs 16.a and 16.b should be selected to determine the
8 Current Charge of that Appliance in subsequent Refrigerant Years, along
9 with the basis for such recommendation and all supporting documentation
10 and information, including, without limitation, whether it is mechanically
11 possible, feasible, and safe to fully pump out the Refrigerant from the new
12 Appliance on an annual basis. The ultimate decision as to the appropriate
13 procedure will be made by EPA, considering Defendants’ recommendation
14 and other appropriate information.

15 **VII. THIRD PARTY VERIFICATION**

16 21. In accordance with the procedure in Paragraph 22, Defendants shall jointly hire a
17 Third Party Verifier (“TPV”) to perform the duties in Paragraph 23. Defendants’ contract with
18 the TPV shall require the TPV to perform all of the duties in Paragraph 23, to provide Annual
19 Reports as described in Paragraph 25, and to be fully available to consult with EPA upon EPA’s
20 request within a reasonable time and upon reasonable notice. Defendants shall bear all costs
21 associated with the TPV, cooperate fully with the TPV, and provide the TPV with access upon
22 reasonable notice and with consideration of operational impacts to all records, employees,
23 contractors, Facilities and Refrigeration Appliances that the TPV deems reasonably appropriate

1 to effectively perform the duties described in Paragraphs 23 and 25.

2 22. Hiring Process. Within 30 days of the Effective Date of this Consent Decree,
3 Defendants shall submit to EPA a list of two or more proposed consultants to serve as the TPV
4 along with their qualifications.

5 a. At the time of hiring and throughout his or her employment as the TPV, each
6 proposed consultant must have the following qualifications:

7 i. Shall not be current employees or current contractors of Defendants, or
8 current employees of any current contractor of Defendants;

9 ii. Must not have been involved in the development of the RCMP;

10 iii. Must not have any current direct financial stake in the Defendants'
11 Refrigerant usage (including purchases), management, or recordkeeping
12 practices; and

13 iv. Must have significant experience in the application of the 40 C.F.R. Part 82
14 regulations to industrial process refrigeration appliances and familiarity with
15 industrial process refrigeration system design and maintenance.

16 b. Within 30 days of receiving the list of proposed consultants, EPA shall approve or
17 disapprove each member of the list. Within 30 days after receipt of EPA's
18 approval, Defendants shall select one contractor from those contractors approved
19 by EPA and shall enter into the contract described in Paragraph 21.

20 23. Duties of the Third Party Verifier. Defendants' contract with the TPV shall
21 provide that the TPV shall perform the following duties:

22 a. At least twice per Refrigerant Year, beginning with RY 2016, inspect each of
23 Defendants' Facilities and Refrigeration Appliances and observe each

1 Defendant's leak detection and recordkeeping practices, to assess whether
2 Defendants' practices conform to the requirements of 40 C.F.R. Part 82, Subpart
3 F, Sections 312 and 313 of EPCRA, the RCMP, and the terms of this Consent
4 Decree. The TPV shall provide EPA with advance information about the
5 scheduling of this inspection so that EPA may also participate.

6 b. At least twice per Refrigerant Year, beginning with RY 2016, conduct an
7 unannounced, unscheduled audit of each Defendant's Refrigerant records to
8 assess whether Defendants' records are complete, accurate, and in conformity
9 with the requirements of 40 C.F.R. Part 82, Subpart F, Sections 312 and 313 of
10 EPCRA, the RCMP, and the terms of this Consent Decree.

11 c. Review the following documents and other materials, including modifications
12 thereto:

13 i. Defendants' RCMP;

14 ii. Documents and records relating to Defendants' Refrigerant Release
15 Reduction Program;

16 iii. Employee training materials and attendance records;

17 iv. All records created to satisfy the requirements of Paragraph 12.b.iv, and
18 supporting documentation thereto, as well as all records generated by
19 Defendants pursuant to 40 C.F.R. § 82.166; and

20 v. Defendants' EPCRA Section 312 (Tier II) and Section 313 (Toxics Release
21 Inventory) reporting forms and supporting documentation thereto.

22 d. Submit Annual Reports to Defendants and EPA in accordance with Paragraphs 25
23 and 36.

1 24. Replacement Procedure. If EPA determines that the TPV is unable or unwilling
2 to satisfactorily perform or complete the duties described in Paragraph 23, or for other good
3 cause, Defendants and EPA shall select a replacement TPV in accordance with the selection
4 procedures in Paragraph 22 of this Consent Decree. If Defendants and EPA do not agree on the
5 need to select a replacement TPV, either Defendants or EPA may invoke the dispute resolution
6 procedures in Section XII (Dispute Resolution).

7 25. Annual Reports from TPV. Once EPA has approved the TPV pursuant to
8 Paragraph 22 of the Decree, the TPV shall provide a certified Annual Report (one for each
9 Defendant) to Defendants and EPA in accordance with the requirements of this Paragraph and
10 Section VIII (Reporting Requirements). Identical Annual Reports shall be provided by the TPV
11 to both EPA and Defendants at the same time. The first Annual Report shall be due within 30
12 days after the close of RY 2016, with subsequent reports due within 30 days of the close of each
13 Refrigerant Year.

14 26. Each Annual Report for each Defendant shall include, for the preceding
15 Refrigerant Year (the “reporting period”), the following information:

- 16 a. A review of all forms submitted by that Defendant pursuant to Section 312 and
17 313 of EPCRA, with an explanation of how the quantities therein were derived;
- 18 b. A description of any temporary or permanent physical changes to that
19 Defendant’s Refrigeration Appliances, including the acquisition of new
20 Appliances or new components, and an independent determination by the TPV of
21 whether and how these changes affect the Appliance’s Current Charge;
- 22 c. The TPV’s identification, based on inspections, audits, and document reviews, of:
23 i. Any deviations by that Defendant at any Facility from any provision of

1 Section 608 of the Clean Air Act, 42 U.S.C. § 7671g(c); its implementing
2 regulations at 40 C.F.R. Part 82, Subpart F; and Sections 312 and 313 of
3 EPCRA, 42 U.S.C. §§ 11022 and 11023, during the reporting period, along
4 with a description of each deviation, the reasons for the deviation, and the
5 start and end date of the deviation;

6 ii. Any deviations by that Defendant at any Facility from the requirements of
7 this Decree or the terms of the RCMP that occurred or remained unresolved
8 at any time during the reporting period, along with a description of each
9 deviation, the reasons for the deviation, and the start and end date of the
10 deviation;

11 iii. Any ways in which the RCMP, in its current version and any prior versions
12 in force during the preceding Refrigerant Year, do not address the
13 requirements of Paragraph 12; and

14 iv. Any deficiencies of that Defendant's employee training with respect to the
15 requirements of Paragraph 13.

16 d. A summary of all actions taken by that Defendant during the reporting period or
17 planned by that Defendant at the time of the Annual Report to correct deviations
18 from the requirements of this Consent Decree or the RCMP; and

19 e. The TPV's recommendations to correct or prevent any of the issues identified in
20 the Annual Report pursuant to Paragraph 26.c.

21 27. Neither Defendants nor the United States shall be bound by the recommendations
22 or conclusions of the TPV. However, if Defendants violate any requirement of this Consent
23 Decree, Defendants shall be liable for stipulated penalties to the United States, pursuant to

1 Section X (Stipulated Penalties), regardless of the recommendations or conclusions of the TPV.

2 **VIII. REPORTING REQUIREMENTS**

3 28. Within 30 days of the close of each Refrigerant Year after the lodging of this
4 Consent Decree, until termination of this Decree pursuant to Section XX (Termination),
5 Defendants shall submit to EPA:

- 6 a. Copies of all records required under 40 C.F.R. § 82.166 and paragraph 12.b.iv
7 that were generated during the preceding Refrigerant Year;
- 8 b. Information and records required to be submitted under the Refrigerant Release
9 Reduction Program, as detailed in Paragraph 20; and
- 10 c. A report of all employee training conducted to address the requirements of
11 Paragraph 13 during the preceding Refrigerant Year.

12 29. Within 60 days of the close of each Refrigerant Year after the lodging of this
13 Consent Decree, until termination of this Decree pursuant to Section XX (Termination),
14 Defendants shall submit to EPA:

- 15 a. Any proposed changes to the RCMP in accordance with Paragraph 12.a. The
16 submission shall specifically identify the precise page(s) and line(s) of the RCMP
17 that Defendants wish to modify, and the reasons why Defendants wish to make
18 the specific changes requested.
- 19 b. A response to the TPV's most recent report which includes, at a minimum:
- 20 i. An explanation of any deviations identified by the TPV under Paragraph
21 26.c with which Defendants do not agree;
- 22 ii. A list of which actions recommended by the TPV pursuant to Paragraph
23 26.e that Defendants intend to implement; and

1 iii. For any actions recommended by the TPV pursuant to Paragraph 26.e that
2 Defendants do not intend to implement, an explanation for why Defendants
3 will not or cannot implement the recommendation.

4 30. Defendants shall submit to EPA copies of all reports and filings required under
5 EPCRA Sections 312 and 313, 42 U.S.C. §§ 11022 and 11023, within five days of their
6 submission due date. Notwithstanding the foregoing requirement, Defendants must continue to
7 submit the required forms to the appropriate authorities as described in 42 U.S.C. §§ 11022 and
8 11023.

9 31. During the pendency of this Consent Decree, Defendants shall make available to
10 the TPV any and all information necessary for the TPV to complete his or her duties under
11 Paragraphs 23 and 25.

12 32. If Defendants violate, or have reason to believe that they may violate, any
13 requirement of this Consent Decree, Defendants shall notify EPA of such violation and its likely
14 duration, in writing, within 72 hours of when Defendants first become aware of the violation,
15 with an explanation of the violation's likely cause and of the remedial steps taken, or to be taken,
16 to prevent, correct, or minimize such violation. If the cause of a violation cannot be fully
17 explained at the time the report is due, Defendants shall so state in the report. Defendants shall
18 investigate the cause of the violation and shall then submit an amendment to the report, including
19 a full explanation of the cause of the violation, within 30 Days of the Day Defendants become
20 aware of the cause of the violation. Nothing in this Paragraph or the following Paragraph
21 relieves Defendants of their obligation to provide the notice required by Section XI (Force
22 Majeure).

23 33. Whenever any violation of this Consent Decree or any other event affecting

1 Defendants' performance under this Decree, or the performance of its Facility, may pose an
2 immediate threat to the public health or welfare or the environment, Defendants shall notify EPA
3 orally or by electronic transmission as soon as possible, but no later than 24 hours after
4 Defendants first knew of the violation or event. This procedure is in addition to the requirements
5 set forth in the preceding Paragraph.

6 34. All reports shall be submitted to the persons designated in Section XVI (Notices).

7 35. Each report submitted by each Defendant under this Section shall be signed by an
8 official of the submitting party and include the following certification:

9 I certify under penalty of law that this document and all attachments were prepared under
10 my direction or supervision in accordance with a system designed to assure that qualified
11 personnel properly gather and evaluate the information submitted. Based on my inquiry
12 of the person or persons who manage the system, or those persons directly responsible for
13 gathering the information, the information submitted is, to the best of my knowledge and
14 belief, true, accurate, and complete. I have no personal knowledge that the information
15 submitted is other than true, accurate, and complete. I am aware that there are significant
16 penalties for submitting false information, including the possibility of fine and
17 imprisonment for knowing violations.

18 36. Each report submitted by the TPV pursuant to Section VII (Third Party
19 Verification) shall be submitted with the following signed written statement:

20 I certify that this submission was prepared under my direction or supervision in
21 accordance with a system designed to assure that qualified personnel properly gather and
22 evaluate the information submitted. I further certify that, based on my reasonable inquiry
23 of the person or persons who manage the system, or those persons directly responsible for
24 gathering the information, the information submitted is, to the best of my knowledge and
25 belief, true, accurate, and complete. I have no personal knowledge that the information
26 submitted is other than true, accurate, and complete.

27 37. The certification requirements of Paragraphs 35 and 36 do not apply to emergency
28 or similar notifications where compliance would be impractical.

29 38. The reporting requirements of this Consent Decree do not relieve Defendants of
30 any reporting obligations required by the Act or implementing regulations, or by any other

1 federal, state, or local law, regulation, permit, or other requirement. Notwithstanding the United
2 States' review and approval of any documents submitted to it by Defendants pursuant to this
3 Decree, Defendants shall remain solely responsible for compliance with the terms of the CAA
4 and its implementing regulations, EPCRA, and this Decree.

5 39. Any information provided pursuant to this Consent Decree may be used by the
6 United States in any proceeding to enforce the provisions of this Consent Decree and as
7 otherwise permitted by law.

8 **IX. REVIEW AND APPROVAL PROCEDURES**

9 40. Approval of Deliverables. After review of any plan, report, or other item that is
10 required to be submitted to EPA for approval pursuant to this Consent Decree, EPA shall in
11 writing:

- 12 a. approve the submission;
- 13 b. approve the submission upon specified conditions;
- 14 c. approve part of the submission and disapprove the remainder; or
- 15 d. disapprove the submission.

16 41. If the submission is approved pursuant to Paragraph 40.a, Defendants shall take
17 all actions required by the plan, report, or other document, in accordance with the schedules and
18 requirements of the plan, report, or other document, as approved. If the submission is
19 conditionally approved or approved only in part pursuant to Paragraph 40.b or 40.c, Defendants
20 shall, upon written direction from EPA, take all actions required by the approved plan, report, or
21 other item that EPA determines are technically severable from any disapproved portions, subject
22 to Defendants' right to dispute only the specified conditions or the disapproved portions, under
23 Section XII (Dispute Resolution).

1 violation of any of the requirements specified in Section V (Compliance Requirements):

2	<u>Period of Noncompliance</u>	<u>Penalty per Violation per Day</u>
3	1st through 14th Day	\$250.00
4	15th through 30th Day	\$500.00
5	31st Day and beyond	\$1000.00

6 47. Refrigerant Release Reduction Program. If, in a Refrigerant Year, any
7 Refrigeration Appliance, at any Facility, releases Refrigerant in an amount that equals or exceeds
8 the Release Limit for that Appliance, in violation of Section VI (Refrigerant Release Reduction
9 Program), Defendants shall pay a stipulated penalty of \$100 for each pound of Refrigerant
10 released in excess of the Release Limit.

11 48. Reporting Requirements. The following stipulated penalties shall accrue per
12 violation per Day for each violation of the reporting requirements of Sections VII (Third Party
13 Verification) and VIII (Reporting Requirements):

14	<u>Period of Noncompliance</u>	<u>Penalty per Violation per Day</u>
15	1st through 14th Day	\$250.00
16	15th through 30th Day	\$500.00
17	31st Day and beyond	\$1000.00

18 49. Stipulated penalties under this Section shall begin to accrue on the Day after
19 performance is due or on the Day a violation occurs, whichever is applicable, and shall continue
20 to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated
21 penalties shall accrue simultaneously for separate violations of this Consent Decree.

22 50. Defendants shall pay any stipulated penalty within 30 Days of receiving the
23 United States' written demand.

1 51. The United States may in the unreviewable exercise of its discretion, reduce or
2 waive stipulated penalties otherwise due it under this Consent Decree.

3 52. Stipulated penalties shall continue to accrue as provided in Paragraph 49, during
4 any dispute resolution, but need not be paid until the following:

5 a. If the dispute is resolved by agreement or by a decision of EPA that is not
6 appealed to the Court, Defendants shall pay accrued penalties determined to be
7 owing, together with interest, to the United States within 30 Days of the effective
8 date of the agreement or the receipt of EPA's decision or order.

9 b. If the dispute is appealed to the Court and the United States prevails in whole or
10 in part, Defendants shall pay all accrued penalties determined by the Court to be
11 owing, together with interest, within 60 Days of receiving the Court's decision or
12 order, except as provided in subparagraph c, below.

13 c. If any Party appeals the District Court's decision, Defendants shall pay all
14 accrued penalties determined to be owing, together with interest, within 15 Days
15 of receiving the final appellate court decision.

16 53. Obligations Prior to the Effective Date. Upon the Effective Date, the stipulated
17 penalties provisions of this Decree shall be retroactively enforceable with regard to any and all
18 violations of Sections V through VIII that have occurred between the date of lodging and the
19 Effective Date of this Decree, provided that stipulated penalties that may have accrued prior to
20 the Effective Date may not be collected unless and until this Consent Decree is entered by the
21 Court.

22 54. Defendants shall pay stipulated penalties owing to the United States in the manner
23 set forth and with the confirmation notices required by Paragraph 9, except that the transmittal

1 letter shall state that the payment is for stipulated penalties and shall state for which violation(s)
2 the penalties are being paid.

3 55. If Defendants fail to pay stipulated penalties according to the terms of this
4 Consent Decree, Defendants shall be liable for interest on such penalties, as provided for in
5 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall
6 be construed to limit the United States from seeking any remedy otherwise provided by law for
7 Defendants' failure to pay any stipulated penalties.

8 56. The payment of penalties and interest, if any, shall not alter in any way
9 Defendants' obligations to complete the performance of the requirements of this Consent Decree.

10 57. Non-Exclusivity of Remedy. Stipulated penalties are not the United States'
11 exclusive remedy for violations of this Consent Decree. Subject to the provisions of Section
12 XIV (Effect of Settlement/Reservation of Rights), the United States expressly reserves the right
13 to seek any other relief it deems appropriate for Defendants' violations of this Decree or
14 applicable law, including but not limited to an action against Defendants for statutory penalties,
15 additional injunctive relief, mitigation or offset measures, and/or contempt. However, the
16 amount of any statutory penalty assessed for a violation of this Consent Decree shall be reduced
17 by an amount equal to the amount of any stipulated penalty assessed and paid pursuant to this
18 Consent Decree.

19 **XI. FORCE MAJEURE**

20 58. "Force majeure," for purposes of this Consent Decree, is defined as any event
21 arising from causes beyond the control of Defendants, of any entity controlled by Defendants, or
22 of Defendants' contractors, which delays or prevents the performance of any obligation under
23 this Consent Decree despite Defendants' best efforts to fulfill the obligation. The requirement

1 that Defendants exercise “best efforts to fulfill the obligation” includes using best efforts to
2 anticipate any potential force majeure event and best efforts to address the effects of any
3 potential force majeure event (a) as it is occurring and (b) following the potential force majeure,
4 such that the delay and any adverse effects of the delay are minimized. “Force majeure” does
5 not include Defendants’ financial inability to perform any obligation under this Consent Decree.

6 59. If any event occurs or has occurred that may delay the performance of any
7 obligation under this Consent Decree, whether or not caused by a force majeure event,
8 Defendants shall provide notice orally or by electronic mail to EPA Region 10’s Manager of the
9 Air and RCRA Compliance Unit, within 72 hours of when Defendants first knew that the event
10 might cause a delay. Within seven days thereafter, Defendants shall provide in writing to EPA
11 an explanation and description of the reasons for the delay; the anticipated duration of the delay;
12 all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation
13 of any measures to be taken to prevent or mitigate the delay or the effect of the delay;
14 Defendants’ rationale for attributing such delay to a force majeure event if it intends to assert
15 such a claim; and a statement as to whether, in the opinion of Defendants, such event may cause
16 or contribute to an endangerment to public health, welfare or the environment. Defendants shall
17 include with any notice all available documentation supporting the claim that the delay was
18 attributable to a force majeure. Failure to comply with the above requirements shall preclude
19 Defendants from asserting any claim of force majeure for that event for the period of time of
20 such failure to comply, and for any additional delay caused by such failure. Defendants shall be
21 deemed to know of any circumstance of which Defendants, any entity controlled by Defendants,
22 or Defendants’ contractors knew or should have known.

23 60. If EPA agrees that the delay or anticipated delay is attributable to a force majeure

1 event, the time for performance of the obligations under this Consent Decree that are affected by
2 the force majeure event will be extended by EPA for such time as is necessary to complete those
3 obligations. An extension of the time for performance of the obligations affected by the force
4 majeure event shall not, of itself, extend the time for performance of any other obligation. EPA
5 will notify Defendants in writing of the length of the extension, if any, for performance of the
6 obligations affected by the force majeure event.

7 61. If EPA does not agree that the delay or anticipated delay has been or will be
8 caused by a force majeure event, EPA will notify Defendants in writing of its decision.

9 62. If Defendants elect to invoke the dispute resolution procedures set forth in
10 Section XII (Dispute Resolution), they shall do so no later than 15 days after receipt of EPA's
11 notice. In any such proceeding, Defendants shall have the burden of demonstrating by a
12 preponderance of the evidence that the delay or anticipated delay has been or will be caused by a
13 force majeure event, that the duration of the delay or the extension sought was or will be
14 warranted under the circumstances, that best efforts were exercised to avoid and mitigate the
15 effects of the delay, and that Defendants complied with the requirements of Paragraphs 58 and
16 59. If Defendants carry this burden, the delay at issue shall be deemed not to be a violation by
17 Defendants of the affected obligation of this Consent Decree identified to EPA and the Court.

18 **XII. DISPUTE RESOLUTION**

19 63. Unless otherwise expressly provided for in this Consent Decree, the dispute
20 resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising
21 under or with respect to this Consent Decree. Defendants' failure to seek resolution of a dispute
22 under this Section shall preclude Defendants from raising any such issue as a defense to an
23 action by the United States to enforce any obligation of Defendants arising under this Decree.

1 64. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under
2 this Consent Decree shall first be the subject of informal negotiations. The dispute shall be
3 considered to have arisen when Defendants send the United States a written Notice of Dispute.
4 Such Notice of Dispute shall state clearly the matter in dispute. The period of informal
5 negotiations shall not exceed 20 Days from the date the dispute arises, unless that period is
6 modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations,
7 then the position advanced by the United States shall be considered binding unless, within 15
8 Days after the conclusion of the informal negotiation period, Defendants invoke formal dispute
9 resolution procedures as set forth below.

10 65. Formal Dispute Resolution. Defendants shall invoke formal dispute resolution
11 procedures, within the time period provided in the preceding Paragraph, by serving on the United
12 States a written Statement of Position regarding the matter in dispute. The Statement of Position
13 shall include, but need not be limited to, any factual data, analysis, or opinion supporting
14 Defendants' position and any supporting documentation relied upon by Defendants.

15 66. The United States shall serve its Statement of Position within 45 Days of receipt
16 of Defendants' Statement of Position. The United States' Statement of Position shall include,
17 but need not be limited to, any factual data, analysis, or opinion supporting that position and any
18 supporting documentation relied upon by the United States. The United States' Statement of
19 Position shall be binding on Defendants, unless Defendants file a motion for judicial review of
20 the dispute in accordance with the following Paragraph.

21 67. Defendants may seek judicial review of the dispute by filing with the Court and
22 serving on the United States, in accordance with Section XVI (Notices), a motion requesting
23 judicial resolution of the dispute. The motion must be filed within ten Days of receipt of the

1 United States' Statement of Position pursuant to the preceding Paragraph. The motion shall
2 contain a written statement of Defendants' position on the matter in dispute, including any
3 supporting factual data, analysis, opinion, or documentation, and shall set forth the relief
4 requested and any schedule within which the dispute must be resolved for orderly
5 implementation of the Consent Decree.

6 68. The United States shall respond to Defendants' motion within the time period
7 allowed by the Local Rules of this Court. Defendants may file a reply memorandum, to the
8 extent permitted by the Local Rules.

9 69. Standard of Review.

10 a. Disputes Concerning Matters Accorded Record Review. Except as otherwise
11 provided in this Consent Decree, in any dispute brought under Paragraph 65
12 pertaining to the adequacy or appropriateness of plans, procedures to implement
13 plans, schedules or any other items requiring approval by EPA under this Consent
14 Decree; the adequacy of the performance of work undertaken pursuant to this
15 Consent Decree; and all other disputes that are accorded review on the
16 administrative record under applicable principles of administrative law,
17 Defendants shall have the burden of demonstrating, based on the administrative
18 record, that the position of the United States is arbitrary and capricious or
19 otherwise not in accordance with law.

20 b. Other Disputes. Except as otherwise provided in this Consent Decree, in any
21 other dispute brought under Paragraph 65, Defendants shall bear the burden of
22 demonstrating that their position complies with this Consent Decree and better
23 furthers the objectives of the Consent Decree.

1 70. The invocation of dispute resolution procedures under this Section shall not, by
2 itself, extend, postpone, or affect in any way any obligation of Defendants under this Consent
3 Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with
4 respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but
5 payment shall be stayed pending resolution of the dispute as provided in Paragraph 52. If
6 Defendants do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as
7 provided in Section X (Stipulated Penalties).

8 **XIII. INFORMATION COLLECTION AND RETENTION**

9 71. The United States and its representatives, including attorneys, contractors, and
10 consultants, shall have the right of entry into any Facility covered by this Consent Decree, at all
11 reasonable times, upon presentation of credentials, to:

- 12 a. monitor the progress of activities required under this Consent Decree;
- 13 b. verify any data or information submitted to the United States in accordance with
14 the terms of this Consent Decree;
- 15 c. obtain documentary evidence, including photographs and similar data; and
- 16 d. assess Defendants' compliance with this Consent Decree.

17 72. Until five years after the termination of this Consent Decree, Defendants shall
18 retain, and shall instruct their contractors and agents to preserve, all non-identical copies of all
19 documents, records, or other information (including documents, records, or other information in
20 electronic form) in their or their contractors' or agents' possession or control, or that come into
21 their or their contractors' or agents' possession or control, and that relate in any manner to
22 Defendants' performance of their obligations under this Consent Decree. This information-
23 retention requirement shall apply regardless of any contrary corporate or institutional policies or

1 procedures. At any time during this information-retention period, upon request by the United
2 States, Defendants shall provide copies of any documents, records, or other information required
3 to be maintained under this Paragraph.

4 73. At the conclusion of the information-retention period provided in the preceding
5 Paragraph, Defendants shall notify the United States at least 90 Days prior to the destruction of
6 any documents, records, or other information subject to the requirements of the preceding
7 Paragraph and, upon request by the United States, Defendants shall deliver any such documents,
8 records, or other information to EPA.

9 74. Defendants may assert that certain documents, records, or other information is
10 privileged under the attorney-client privilege or any other privilege recognized by federal law. If
11 Defendants asserts such a privilege, they shall provide the following: (a) the title of the
12 document, record, or information; (b) the date of the document, record, or information; (c) the
13 name and title of each author of the document, record, or information; (d) the name and title of
14 each addressee and recipient; (e) a description of the subject of the document, record, or
15 information; and (f) the privilege asserted by Defendants. However, no documents, records, or
16 other information created or generated pursuant to the requirements of this Consent Decree shall
17 be withheld on grounds of privilege.

18 75. Defendants may also assert that information required to be provided under this
19 Section is protected as Confidential Business Information (“CBI”) under 40 C.F.R. Part 2. As to
20 any information that Defendants seek to protect as CBI, Defendants shall follow the procedures
21 set forth in 40 C.F.R. Part 2.

22 76. This Consent Decree in no way limits or affects any right of entry and inspection,
23 or any right to obtain information, held by the United States pursuant to applicable federal laws,

1 regulations, or permits, nor does it limit or affect any duty or obligation of Defendants to
2 maintain documents, records, or other information imposed by applicable federal or state laws,
3 regulations, or permits.

4 **XIV. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS**

5 77. This Consent Decree resolves the civil claims of the United States for the
6 violations alleged in the Complaint filed in this action through the date of lodging.

7 78. The United States reserves all legal and equitable remedies available to enforce
8 the provisions of this Consent Decree. This Consent Decree shall not be construed to limit the
9 rights of the United States to obtain penalties or injunctive relief under the Act or implementing
10 regulations, or under other federal laws, regulations, or permit conditions. The United States
11 further reserves all legal and equitable remedies to address any imminent and substantial
12 endangerment to the public health or welfare or the environment arising at, or posed by,
13 Defendants' Facilities, whether related to the violations addressed in this Consent Decree or
14 otherwise.

15 79. In any subsequent administrative or judicial proceeding initiated by the United
16 States for injunctive relief, civil penalties, or other appropriate relief relating to the Facilities,
17 Defendants shall not assert, and may not maintain, any defense or claim based upon the
18 principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-
19 splitting, or other defenses based upon any contention that the claims raised by the United States
20 in the subsequent proceeding were or should have been brought in the instant case, except with
21 respect to claims that have been specifically resolved pursuant to Paragraph 77.

22 80. This Consent Decree is not a permit, or a modification of any permit, under any
23 federal, State, or local laws or regulations. Defendants are responsible for achieving and

1 maintaining complete compliance with all applicable federal, State, and local laws, regulations,
2 and permits; and Defendants' compliance with this Consent Decree shall be no defense to any
3 action commenced pursuant to any such laws, regulations, or permits, except as set forth herein.
4 The United States does not, by its consent to the entry of this Consent Decree, warrant or aver in
5 any manner that Defendants' compliance with any aspect of this Consent Decree will result in
6 compliance with provisions of the CAA or EPCRA, or with any other provisions of federal,
7 State, or local laws, regulations, or permits.

8 81. This Consent Decree does not limit or affect the rights of Defendants or of the
9 United States against any third parties, not party to this Consent Decree, nor does it limit the
10 rights of third parties, not party to this Consent Decree, against Defendants, except as otherwise
11 provided by law. This Consent Decree shall not be construed to create rights in, or grant any
12 cause of action to, any third party not party to this Consent Decree.

13 **XV. COSTS**

14 82. The Parties shall bear their own costs of this action, including attorneys' fees,
15 except that the United States shall be entitled to collect the costs (including attorneys' fees)
16 incurred in any action necessary to collect any portion of the civil penalty or any stipulated
17 penalties due but not paid by Defendants.

18 **XVI. NOTICES**

19 83. Unless otherwise specified in this Decree, whenever notifications, submissions, or
20 communications are required by this Consent Decree, they shall be made in writing and
21 addressed as follows:

1 As to the United States by email: eescasemanagement.enrd@usdoj.gov
2 Re: DJ # 90-5-2-1-10698

3
4 As to the United States by mail: EES Case Management Unit
5 Environment and Natural Resources Division
6 U.S. Department of Justice
7 P.O. Box 7611
8 Washington, DC 20044-7611
9 Re: DJ # 90-5-2-1-10698

10
11 As to EPA by phone or email: 206-553-1200
12 (Region 10 Air Compliance Unit Manager)
13 schanilec.kevin@epa.gov

14
15 As to EPA by mail: EPA Region 10
16 Office of Compliance and Enforcement
17 Attention: Air Compliance Unit Manager
18 1200 Sixth Ave.
19 Suite 900 (OCE-101)
20 Seattle, WA 98101

21
22 As to Defendants: Chief Executive Officer
23 Ocean Gold Seafoods, Inc.
24 P. O. Box 1104
25 Westport, WA 98595

26
27 Chief Executive Officer
28 Ocean Cold, LLC
29 P. O. Box 1104
30 Westport, WA 98595

31
32 84. Any Party may, by written notice to the other Parties, change its designated notice
33 recipient or notice address provided above.

34 85. Notices submitted pursuant to this Section shall be deemed submitted upon
35 mailing, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties
36 in writing.

37 **XVII. EFFECTIVE DATE**

38 86. The Effective Date of this Consent Decree shall be the date upon which this
39 Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted,

1 whichever occurs first, as recorded on the Court's docket; provided, however, that Defendants
2 hereby agree that they shall be bound to perform duties scheduled to occur prior to the Effective
3 Date. In the event the United States withdraws or withholds consent to this Consent Decree
4 before entry, or the Court declines to enter the Consent Decree, then the preceding requirement
5 to perform duties scheduled to occur before the Effective Date shall terminate.

6 **XVIII. RETENTION OF JURISDICTION**

7 87. The Court shall retain jurisdiction over this case until termination of this Consent
8 Decree, for the purpose of resolving disputes arising under this Decree or entering orders
9 modifying this Decree, pursuant to Sections XII (Dispute Resolution) and XIX (Modification), or
10 effectuating or enforcing compliance with the terms of this Decree.

11 **XIX. MODIFICATION**

12 88. Except as otherwise set forth in Paragraph 12.a, the terms of this Consent Decree,
13 including any attached appendices, may be modified only by a subsequent written agreement
14 signed by all the Parties. Where the modification constitutes a material change to this Decree, it
15 shall be effective only upon approval by the Court.

16 89. If, during the effective period of this Decree, changed circumstances (including
17 but not limited to modified fisheries schedules applicable to Defendants' operations) render it
18 impracticable for Defendants to utilize a Refrigerant Year ending in March, as set out in
19 Paragraph 7.m, the Parties will confer to determine if the Decree should be modified to establish
20 a new schedule of Refrigerant Years ending in a different month.

21 90. Any disputes concerning modification of this Decree shall be resolved pursuant to
22 Section XII (Dispute Resolution), provided, however, that, instead of the burden of proof
23 provided by Paragraph 69, the Party seeking the modification bears the burden of demonstrating

1 that it is entitled to the requested modification in accordance with Federal Rule of Civil
2 Procedure 60(b).

3 **XX. TERMINATION**

4 91. After Defendants have completed the requirements of Sections V through VIII of
5 this Decree, have thereafter maintained continuous satisfactory compliance with this Decree for a
6 period of five full Refrigerant Years from the Effective Date of this Consent Decree, and have
7 paid the civil penalty and any accrued stipulated penalties as required by this Consent Decree,
8 Defendants may serve upon the United States a Request for Termination, stating that Defendants
9 have satisfied those requirements, together with all necessary supporting documentation.

10 92. Following receipt by the United States of Defendants' Request for Termination,
11 the Parties shall confer informally concerning the Request and any disagreement that the Parties
12 may have as to whether Defendants have satisfactorily complied with the requirements for
13 termination of this Consent Decree. If the United States agrees that the Decree may be
14 terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the
15 Decree.

16 93. If the United States does not agree that the Decree may be terminated, Defendants
17 may invoke dispute resolution under Section XII (Dispute Resolution). However, Defendants
18 shall not seek dispute resolution of any dispute regarding termination until 30 Days after service
19 of their Request for Termination.

20 **XXI. PUBLIC PARTICIPATION**

21 94. This Consent Decree shall be lodged with the Court for a period of not less than
22 30 Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States
23 reserves the right to withdraw or withhold its consent if the comments regarding the Consent

1 Decree disclose facts or considerations indicating that the Consent Decree is inappropriate,
2 improper, or inadequate. Defendants consent to entry of this Consent Decree without further
3 notice and agree not to withdraw from or oppose entry of this Consent Decree by the Court or to
4 challenge any provision of the Decree, unless the United States has notified Defendants in
5 writing that it no longer supports entry of the Decree.

6 **XXII. SIGNATORIES/SERVICE**

7 95. Each undersigned representative of Defendants, EPA, and the Deputy Section
8 Chief for the Environmental Enforcement Section of the Environment and Natural Resources
9 Division of the Department of Justice certifies that he or she is fully authorized to enter into the
10 terms and conditions of this Consent Decree and to execute and legally bind the Party he or she
11 represents to this document.

12 96. This Consent Decree may be signed in counterparts, and its validity shall not be
13 challenged on that basis. Defendants agree to accept service of process by mail with respect to
14 all matters arising under or relating to this Consent Decree and to waive the formal service
15 requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any
16 applicable Local Rules of this Court including, but not limited to, service of a summons.

17 **XXIII. INTEGRATION**

18 97. This Consent Decree constitutes the final, complete, and exclusive agreement and
19 understanding among the Parties with respect to the settlement embodied in the Decree and
20 supersedes all prior agreements and understandings, whether oral or written, concerning the
21 settlement embodied herein. Other than deliverables that are subsequently submitted and
22 approved pursuant to this Decree, the Parties acknowledge that there are no representations,
23 agreements, or understandings relating to the settlement other than those expressly contained in

1 this Consent Decree.

2 **XXIV. FINAL JUDGMENT**

3 98. Upon approval and entry of this Consent Decree by the Court, this Consent
4 Decree shall constitute a final judgment of the Court as to the United States and Defendants
5 under Fed. R. Civ. P. 54 and 58.

6 **XXV. APPENDICES**

7 99. The following Appendix is attached to and part of this Consent Decree:
8 “Appendix A” is Defendants’ Refrigerant Compliance Management Plan, current as of
9 the date of lodging.

10

11 Dated and entered this ____ day of _____, 2016.

12

13

14

UNITED STATES DISTRICT JUDGE

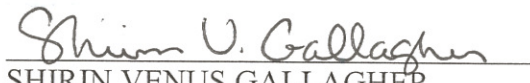
1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v.*
2 *Ocean Gold Seafoods, Inc. and Ocean Cold, LLC.*

3 FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY:
4

5
6
7 2.23.16
8 Date


9 ALLYN STERN
10 Regional Counsel
11 U.S. Environmental Protection Agency, Region 10

12
13 2/16/16
14 Date


15 SHIRIN VENUS GALLAGHER
16 Assistant Regional Counsel
17 U.S. Environmental Protection Agency, Region 10
Office of Regional Counsel

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v.*
2 *Ocean Gold Seafoods, Inc. and Ocean Cold, LLC.*

3

4 FOR OCEAN GOLD SEAFOODS, INC.:

5

6

7

8

2-09-16

9 Date



Mark Rydman, President, CEO
Ocean Gold Seafoods, Inc.

10

11

12

13

14 FOR OCEAN COLD, LLC:

15

16

17

18

2-09-16

19 Date



Mark Rydman, President, CEO
Ocean Cold, LLC

20

Appendix A

Refrigerant Compliance Management Plan (RCMP)



Facilities covered by this plan:

**Ocean Gold
Ocean Cold
Ice House**

1804 Nyhus St N
Westport, WA 98595

Prepared by:



18551 Aurora Avenue N, Suite 200
Seattle, Washington 98133
(206) 331-4130

Revision Date: 01/14/2016

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TABLE OF CONTENTS

HOW TO USE THIS MANUAL 5

Introduction7

CFCs and other Ozone Depleting Substances 8

Phase-Out of HCFC Production and Importation..... 9

Impact of CFCs, HCFCs, HFCs, and Halons on the Ozone Layer 10

The Clean Air Act in Relation to Ozone Depleting Substances 10

How is the Clean Air Act Implemented? 11

Refrigerant Policies12

Ocean Companies Refrigerant Policies 13

Compliance Responsibilities14

Management Responsibilities..... 15

Contact Information..... 19

Training 19

Audits 20

Procedures22

Overview 23

Standard Operating Procedures 24

Covered Systems..... 24

Current Charge Determination Procedures (per the Consent Decree) 25

Adding a New Appliance (per the Consent Decree) 25

Adding/Removing Refrigerant Procedures 25

Refrigerant Tracking Procedures 26

Leak Rate Calculation Procedures..... 26

Leak Repair Procedures 27

Refrigerant Recovery Procedures 28

Contractor Procedures..... 29

Daily Leak Checking Procedures 30

Leak Detector Use Procedures..... 30

Maintenance, Service, and Repair Procedures..... 31

Disposal Procedures..... 32

Recordkeeping Procedures (per Consent Decree)..... 32

RCMP Update Procedures (per the Consent Decree)..... 32

EPA Reporting Procedures (per the Consent Decree) 33

Consent Decree Violation Reporting Procedures 34

EPCRA Reporting Procedures..... 34

Leak Rates & Exceedance Procedures36

Refrigerant Release Reduction Program (per the Consent Decree)..... 37

Leak Rate/Trigger Rate..... 38

Third Party Verifiers (TPV).....43

Overview 44

Hiring..... 44

Third Party Verifier Duties 44

Replacement Procedure 44

Annual Reports	44
Ocean Companies Response to TPV Report	45
Technicians	46
Certified Technicians.....	47
Contractors	48
Refrigerants	49
Health and Safety Issues	50
Purchasing, Selling, Distribution	50
Venting and Releases	50
Recovery, Reclaiming, Recycling (“Disposal”).....	51
Recovery and Recycling Equipment.....	52
Recovery Procedures and Requirements.....	53
Mixed Refrigerants.....	56
Storage of Refrigerants	56
Lubricants.....	58
Use of Lubricants in Refrigeration Systems	59
Lubricants – Disposal	59
Regulatory Requirements Glossary	60
Glossary.....	61

TABLE OF FIGURES

Figure 1 DOT Shipping Label	54
Figure 2 DOT Hazardous Material Label	54
Figure 3 Refrigerant Usage Tag (optional)	55

HOW TO USE THIS MANUAL

- Read this manual all the way through at least one time.
- Ocean Companies signed a **Consent Decree** with the Environmental Protection Agency (EPA) which creates additional enforceable requirements for the Ocean Companies Facilities. This manual outlines the Consent Decree requirements relevant to the operations described in the manual, and will draw specific attention to those requirements by marking them as required by the Consent Decree (example: “per the Consent Decree”). Use the following key points when the Consent Decree is referenced:
 - In the event of a conflict between the Consent Decree and this manual, or a conflict between the regulations and this manual, the obligations in the Consent Decree and the regulations govern. This manual is designed to assist employees with meeting regulatory and Consent Decree obligations; it does not replace or change those obligations.
 - The Consent Decree uses “Refrigerant Years” for recordkeeping, reporting, and other requirements. The Refrigerant Year begins on March 15th of each year. The following table may be used as a reference:

Refrigerant Year (RY)	Dates
2016	3/15/2016-3/14/2017
2017	3/15/2017-3/14/2018
2018	3/15/2018-3/14/2019
2019	3/15/2019-3/14/2020
2020	3/15/2020-3/14/2021

- If Ocean Companies maintains satisfactory compliance with the Decree for five full years from the effective date, Ocean Companies may request to terminate the Decree. Until the Decree is terminated, all requirements under the Decree are mandatory.
- A separate Microsoft Excel forms workbook will be maintained for each Facility for each Refrigerant Year. This will provide an opportunity to reconcile Freon records on an annual basis and will provide for an organized response when annual reporting under the Consent Decree is required and should additional records be requested by regulatory agencies such as the EPA.
- When filling out forms, refer to the following for additional help:
 - This **manual (RCMP)**.
 - The **safety and compliance manager**.
 - The **Consent Decree**.
 - The **glossary**: The glossary provides definitions for many of the terms used in this manual and on the forms. Terms defined in the glossary are capitalized in this manual. In a number of cases, words that may have broader meanings in the “every day” sense often have narrower meanings as defined by EPA for regulatory purposes.

The following **two key terms** from the glossary are noted here to provide clarity to users of this manual:

1. **Refrigeration Appliance** or **Appliance** (per the Consent Decree) means all Industrial Process Refrigeration Appliances, as defined in 40 C.F.R. § 82.152, that are located in Ocean Companies’ Facilities and that “normally contain” (as defined in 40 C.F.R. §§

82.152) more than 50 pounds of Refrigerant. Large, custom-built assemblages of refrigeration equipment at a single Facility that share a single Refrigerant charge and constitute a single closed-loop refrigeration System, are a single Refrigeration Appliance for the purpose of the Consent Decree. The words **System** and **Appliance** are used interchangeably in this manual.

2. **Refrigerants** are used for heat transfer purposes and to provide a cooling effect. They include any substances consisting in part or whole of Class I or Class II Ozone-Depleting Substances (such as CFCs and HCFCs). **This manual uses the terms *Freon*[®] and *Refrigerant* interchangeably.** Other Refrigerants, such as ammonia and CO₂, are not regulated in the same way and are not covered by this plan.

Introduction

CFCs and other Ozone Depleting Substances

Chlorofluorocarbons (CFCs) are gas or liquid compounds that contain atoms of chlorine, fluorine, and carbon. CFCs are used as Refrigerants, solvents, foam blowing agents, and in other smaller applications. For over 50 years, CFCs were thought of as miracle substances: they are stable, nonflammable, low in toxicity, and inexpensive to produce.

Beginning in the 1970s, researchers found that the chlorine in CFCs has a significantly damaging effect on the earth's ozone layer. Most chlorine from other sources, such as swimming pools, industrial plants, sea salt, and volcanoes, does not reach the Stratosphere, where the ozone layer is located. This is because chlorine compounds from these sources readily combine with water; repeated measurements show that the chlorine from these sources "rains out" of the earth's Troposphere very quickly. In contrast, CFCs are very stable. They do not dissolve in rain, and there are no other natural processes that remove CFCs from the lower atmosphere. Over time, winds drive these stable CFCs into the Stratosphere. Only exposure to the strong UV radiation in the Stratosphere can break down CFCs. When this happens, the CFC molecules release atomic chlorine. Since one chlorine atom is capable of destroying over 100,000 ozone molecules, the net effect is that the ozone in the ozone layer is destroyed faster than it is naturally created. Because of the damage they inflict on the ozone layer, CFC compounds (and others like them) are called Ozone-Depleting Substances (ODS).

Following are some additional examples of Ozone-Depleting Substances:

- **Hydrochlorofluorocarbons (HCFCs)** are a subset of CFCs. HCFCs are used primarily as Refrigerants and also deplete the ozone layer, though much less quickly than CFCs. As a result, HCFCs have been used as transitional Substitutes for CFCs as the United States moves toward eliminating use of Ozone-Depleting Substances.
- **Halons** are compounds that contain bromine, and are used primarily as fire extinguishing agents. Halons release ozone-destroying bromine, which is many times more effective at destroying ozone than chlorine.

The initial concern generated about the ozone layer in the 1970s led to a ban on the use of CFCs in aerosol propellants in several countries, including the U.S.; however, production of CFCs and other Ozone-Depleting Substances continued rapidly as new uses for CFCs were discovered. Subsequent measurements of the ozone layer showed worse than expected additional damage, and concern about the ozone layer eventually led the United States and other countries to enter into international agreements designed to phase out use of ODS. The most recent of these agreements is the Montreal Protocol on Substances that Deplete the Ozone Layer, signed in 1987. The parties to the Montreal Protocol agreed to completely end production of CFCs and Halons by the beginning of 1996 in developed countries, and to continue to phase out HCFCs and other ODS.

In response to the requirements of the Montreal Protocol, EPA divided ODS into classes:

- **Class I Substances** are those substances that exceed a certain threshold with regard to ozone-depletion potential, including CFCs and Halons.
- **Class II Substances** are those substances that are below the Class I Substance threshold for ozone-depleting potential. Currently, all HCFCs are Class II Substances.

As of January 1, 2010, the production of CFCs is no longer permitted under the Montreal Protocol.

“Freon®,” a name commonly associated with coolants and Refrigerants, is a registered trademark owned by E. I. DuPont de Nemours and Company. The name “Freon®” is used for products containing CFCs, HCFCs, HFCs, and related compounds (other commercial names used for Refrigerants from around the world are Algofrene, Arcton, Asahiflon, Daiflon, Eskimo, FCC, Flon, Flugene, Forane, Fridohna, Frigen, Fridohn, Genetron, Isceon, Isotron, Kaiser, Kaltron, Khladon, Ledon, Racon, and Ucon).

Over time, the term Freon® has come to be used generically to describe any CFC, HCFC, and HFC Refrigerant. In this manual, “Freon®” and “Refrigerant” are used interchangeably to refer to all ozone-depleting Refrigerants and their Substitutes.

The chemical names of the various coolants and Refrigerants are identified by a numbering System, using varying prefixes such as R- (for Refrigerant), or CFC-, HCFC-, and HFC-, and the Refrigerant number. The table below illustrates the different numbers assigned to some chemical names of different Refrigerants:

REFRIGERANT NAMES				
CHEMICAL NAME	REFRIGERANT NO.	CFC, HCFC, HFC, HALON NO.	MOLECULAR FORMULA	CLASS NO.
Dichlorodifluoromethane	R-12	CFC-12	CCl ₂ F ₂	I
Chlorodifluoromethane	R-22	HCFC-22	CHClF ₂	II
1,1,1,2-Tetrafluoroethane	R-134a	HFC-134a	CH ₂ FCF ₃	NA
Fluorocarbon Blend	R-404A	HFC-404A	CHF ₂ CF ₃ /CH ₃ CF ₃ /CH ₂ FCF ₃	NA
Fluorocarbon Blend	R-507A	HFC-507A	CHF ₂ CF ₃ / CH ₃ CF ₃	NA

Phase-Out of HCFC Production and Importation

Although HCFCs have been used as transitional Substitutes for CFCs as the United States moves toward eliminating use of ODS, the United States is phasing out HCFC use by first limiting and then prohibiting the production or importation of HCFCs. The table below shows the phase-out schedule. In the meantime, the Clean Air Act and EPA regulations place many controls on the manufacture, purchase, use and Disposal of HCFCs.

PHASE-OUT OF HCFC PRODUCTION AND IMPORTATION	
Year to be Implemented	Implementation of HCFC Phase-out through Clean Air Act Regulations
2003	No production and no importing of HCFC-141B
2010	No production and no importing of HCFC-142B and HCFC-22 (R-22), except for use in equipment manufactured before 1/1/2010 (so no installation of NEW equipment that uses these Refrigerants)
2015	No production and no importing of any HCFCs, except for use as Refrigerants in equipment manufactured before 1/1/2020
2020	No production and no importing of HCFC-142B and HCFC-22 (R-22)
2030	No production and no importing of any HCFCs

Impact of CFCs, HCFCs, HFCs, and Halons on the Ozone Layer

The following table shows the impact of some Refrigerants on the ozone layer.

- **Atmospheric Life** refers to the number of years the compound remains in the atmosphere.
- **Ozone Depleting Potential (ODP)** indicates the amount of degradation to the ozone layer a gas can cause. The higher the ODP, the more ozone is destroyed.
- **Global Warming Potential (GWP)** indicates how well a gas traps heat in the atmosphere. Many of these gases remain in the atmosphere for thousands of years. The higher the GWP, the more heat the specific gas can keep in the atmosphere, and the faster the earth's climate will change.

ENVIRONMENTAL DAMAGE POTENTIAL OF COMMON REFRIGERANTS					
Gas	Boiling Point (°F)	Ozone Depleting Potential (ODP)	Global Warming Potential (GWP)	Atmospheric life (years)	Substance type
R-12	-21.6	1.000	10890	100	CFC
Halon 1301	-72.0	16	7030	65	Halon
R-22	-41.4	0.055	1600	12	HCFC
R-134a*	-15.7	0	1300	13	HFC

* Note that R-134a, which is an HFC, has an ozone-depleting potential of zero.

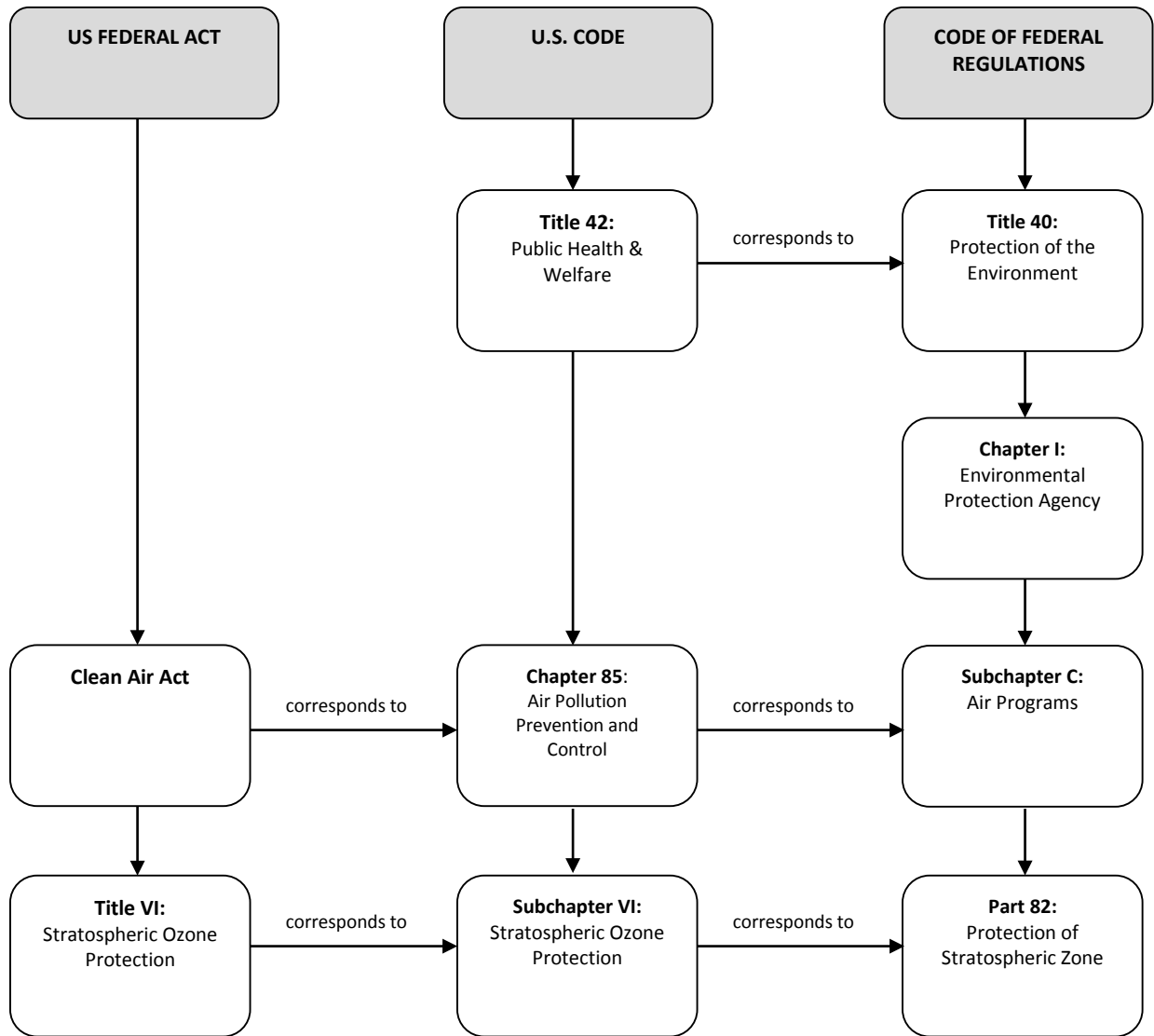
The Clean Air Act in Relation to Ozone Depleting Substances

To implement the Montreal Protocol and protect the ozone layer from further destruction, the United States enacted Title VI of the Clean Air Act in 1990, entitled *Stratospheric Ozone Protection*. Section 608 of Title VI covers requirements for Recycling and emission reduction of Ozone-Depleting Substances.

How is the Clean Air Act Implemented?

Congress passes legislation to make a federal act, for example, the *Clean Air Act* (CAA). The acts (or laws) are then codified into the *U.S. Code* (USC). Regulatory agencies (like OSHA or EPA) create rules and regulations to implement these laws when applicable, which are incorporated into the *Code of Federal Regulations* (CFR). For example, Section 608 of the CAA is implemented through regulations created by EPA in CFR Title 40, Chapter 1, Subchapter C, Part 82.

The following table illustrates how some of the regulations pertaining to Refrigerants are related within the structures of the Clean Air Act, U.S. Code, and Code of Federal Regulations.



Refrigerant Policies

Ocean Companies Refrigerant Policies

It is the policy of Ocean Companies to comply with EPA Refrigerant regulations in 40 CFR 82 and the Consent Decree. This plan is written to facilitate compliance with these regulations and agreements.

Ocean Companies, Westport WA includes the Ocean Gold Facility, Ice House and the Ocean Cold storage Facility. These policies apply to all Ocean Companies Westport, WA Facilities. For a definition of "Facility" as defined by the Consent Decree, see the glossary definition of "Facility."

As part of the above policy, the following directives will be observed:

- Only certified Technicians (certified through an EPA-approved certification course) will maintain, service, Repair, or dispose of fluorocarbon refrigeration Systems and Appliances, and will do so in accordance with EPA regulatory requirements (See *Certified Technicians*).
- Only EPA-approved certified Technicians will purchase Class I or Class II (fluorocarbon) Refrigerants (See *Certified Technicians*).
- There will be no deliberate Venting or release of Refrigerants into the atmosphere unless covered by an EPA-approved exception (See *Venting and Releases*).
- Fluorocarbon Refrigerants will be Recovered, Reclaimed, Recycled, and transferred only by certified Technicians using Certified Recycling and Recovery Equipment, in accordance with federally required procedures (See *Refrigerant Recovery Procedures and Recovery, Reclaiming, Recycling ("Disposal") and Recovery Procedures and Requirements*).
- Fluorocarbon Refrigerant Systems will be disposed of, transferred, or sold in accordance with EPA regulations (See *Purchasing, Selling, Distribution*).
- Leak Repairs, leak Repair extensions, Retrofitting, Retiring, shutdowns, and/or Mothballing of fluorocarbon Refrigerant Systems will be implemented in accordance with EPA regulatory requirements (See *Leak Trigger Rates & Exceedance Procedures*).
- All records required or otherwise kept as part of the Refrigerant tracking and management program will be maintained for a minimum of 5 years after the Consent Decree is terminated (See *Overview and Maintenance, Service, and Repair Procedures*).

Further, Ocean Companies' policy is to comply with all other requirements concerning fluorocarbon Refrigerants, which include the following:

- The Consent Decree, while it remains in effect.
- ASHRAE Standard 15, Safety Code for Mechanical Refrigeration (See *Refrigerants*).
- ASHRAE Standard 34, Designation and Safety Classification of Refrigerants (See *Refrigerants*).
- Federal and State Emergency Planning & Community Right-to-Know Act (EPCRA) TRI and Tier II reporting (See *EPCRA Reporting Procedures*).

Compliance Responsibilities

Management Responsibilities

Safety and Compliance Manager

The **safety and compliance manager** has responsibility for program support and oversight, administrative control of the RCMP and has the authority to enact changes necessary for compliance.

The **safety and compliance manager** shall perform the following specific tasks:

- Ensure compliance with the Refrigerant Compliance Management Plan (RCMP) and Consent Decree is a company priority and appropriate procedures are implemented to ensure compliance.
- Assume or delegate responsibility as Ocean Companies regulatory representative.
- Conduct research as needed to answer questions from Facilities.
- Conduct checks as often as necessary to ensure that appropriate documentation is being maintained at each Facility. Review each Facility's compliance documentation at least monthly.
- Communicate with contractors and ensure they are aware of all requirements as outlined in this manual and that all relevant information provided by contractors is entered into appropriate forms.
- Schedule and ensure that biannual third-party inspections occur, and ensure that biannual, unscheduled third-party audits of records occur, as required by the Consent Decree.
- Annually, ensure proper measurement of the Current Charge of each System, as required by the Consent Decree.
- At the beginning of each Refrigerant Year, calculate the percentage lost during the past year as required by the Refrigerant Release Reduction Program in the Consent Decree.
- Annually, tally Refrigerant used at each Facility and ensure EPCRA Tier II and TRI reporting is completed accurately and submitted on time.
- At the beginning of each Refrigerant Year, submit the required documents and calculations to EPA, as required by the Consent Decree.
- If necessary, report violations of the Consent Decree to EPA as required by the Consent Decree.
- Review the Refrigerant Compliance Management Plan (RCMP) at least annually and update as needed, including if regulations are amended or legal requirements change. Submit proposed changes to EPA before implementing per the Consent Decree.
- Be familiar with and understand the current regulations pertaining to the handling, control, and proper Disposal of ozone depleting substances.
- Monitor compliance and communicate deficiencies to management in writing.
- Maintain *Form A-Certified Technicians*, *Form B-Contractors*, *Form C-Recovery Devices*, *Form E-Freon Systems*, *Form F-Freon Tracking Log*, *Form H-Leak Rate Calculator*, *Form J-Disposal Record*, and *Form N-System Maintenance Log*.
- Implement future policy changes as needed.

General Manager

The **general manager** must ensure that Refrigerants are handled according to plan requirements, and shall perform the following specific tasks:

- Ensure compliance with the Refrigerant Compliance Management Plan (RCMP) and Consent Decree is a company priority and appropriate procedures are implemented to ensure compliance.
- Ensure only certified Technicians are allowed to work on Ocean Companies Systems.
- Ensure employees receive training required by this plan.
- Ensure proper documentation of training, as required by the Consent Decree.
- Ensure disciplinary procedures are in place for failures to comply.
- Budget appropriately for compliance requirements.

Maintenance Manager

The **maintenance manager** has responsibility for implementation of this plan and shall communicate compliance issues to all affected employees, Technicians and contractors. The **maintenance manager** shall perform the following specific tasks:

- Ensure compliance with the Refrigerant Compliance Management Plan (RCMP) and Consent Decree is a company priority and appropriate procedures are implemented to ensure compliance.
- Implement the Refrigerant Compliance Management Plan (RCMP).
- Ensure certification of all Technicians before they are allowed to work on equipment.
- Coordinate and conduct annual training in accordance with the Consent Decree.
- Coordinate on-going training of employees in Refrigerant recovery, Recycling, Appliance and equipment Repair and regulatory or policy changes. Conduct additional training for System Technicians and maintenance employees in program requirement and in their job tasks.
- Maintain written SOPs (Standard Operating Procedures); update as needed to reflect current practice (See *Standard Operating Procedures* for list of procedures on file at Ocean Companies).
- Communicate with contractors to ensure they understand and comply with company policies as described in this plan.
- Identify and procure necessary equipment and services required to comply with regulations.
- Oversee the transportation and Disposal of Refrigerant, used Refrigerant, used oil, and parts.
- Identify when it is necessary to order or add more Refrigerant by communicating with the Refrigerant Technician.
- Provide input for budget planning for Refrigerant management.
- Identify risks associated with Refrigerant issues and communicate these risks to management.
- Monitor compliance and communicate deficiencies to management.
- Ensure that the *Form I-Leak Repair Report*, the *Daily Refrigeration Maintenance Log*, and the *Leak Check Log* are properly completed by the **Refrigerant Technicians** and delivered monthly to the **safety and compliance manager**.

Refrigerant Technician

The **Refrigerant Technician's** responsibility is to understand the Refrigerant Compliance Management Plan (RCMP) requirements as they relate to their work. The **Refrigerant Technician** is responsible for complying with federal regulations and the requirements of the RCMP. The **Refrigerant Technician** shall perform the following specific tasks:

- Ensure recovery units meet EPA evacuation requirements and they are properly tested and maintained per OEM requirements.
- Maintain, leak test, and Repair Refrigeration Appliances.
- Conduct (and document) Initial and Follow-Up Verification Tests when Repairing leaks.
- Inspect Certified Refrigerant Recovery or Recycling Equipment before each use to verify that it is functioning properly and Repair or replace any equipment that is not functioning correctly before servicing any appliances.
- Follow procedures to eliminate Refrigerant contamination and mixing.
- Ensure Refrigerants are not Vented during servicing.
- Pressure and vacuum the System to required levels.
- Conduct service only in accordance with level of certification.
- Complete *Form I-Leak Repair Report* whenever Repairing leaks.

- Document all Repairs and maintenance in the *Daily Refrigeration Maintenance Log*.
- Document all regular leak checks in the *Leak Check Log*.
- Communicate with the maintenance manager regarding when it is necessary to order or add more Refrigerant based on System operations.

Responsibilities for specific records are listed below.

Safety and Compliance Manager	
OCEAN COMPANIES COMPLIANCE TASKS/RESPONSIBILITIES	RECORD(S)
Submit accurate annual EPCRA Tier II reports to the SERC, LEPC and local fire department and TRI reports to US EPA, on-time, as appropriate and as required. Ensure receipts are maintained on file for all mailings. TRI reports are due by July 1, and EPCRA Tier II forms are due by March 1.	<ul style="list-style-type: none"> • <i>TIER II Reports</i> • <i>TRI Reports</i> • <i>Records of submission/receipt</i>
At the beginning of each Refrigerant Year, submit the necessary documentation and calculations to EPA to ensure compliance with the Consent Decree. Report violations of the Consent Decree more frequently if necessary. Documentation is required within 30 days of the start and 60 days of the close of each Refrigerant Year (Refrigerant Year begins March 15 th).	<ul style="list-style-type: none"> • <i>Training Records, including Annual Training Roster</i> • <i>Current Charge determinations and Amount Released calculations</i> • <i>All forms and records required by this manual</i>
Ensure the Current Charge of each System is properly calculated and documented. Maintain documentation supporting how the charge of each System has been determined, as required by the Consent Decree.	<ul style="list-style-type: none"> • <i>Annual Current Charge Calculations</i> • <i>Form E-Freon Systems</i> • <i>Form M-Refrigerant Release Calculation</i>
At the beginning of each Refrigerant Year, calculate the percentage lost in accordance with the Refrigerant Release Reduction Program as required by the Consent Decree.	<ul style="list-style-type: none"> • <i>Form M-Refrigerant Release Calculation</i>
Ensure the bi-annual third-party audits are conducted as required by the Consent Decree, and the audit report delivered to EPA as required.	<ul style="list-style-type: none"> • <i>Third-party Audit Report</i>
Maintain records of all EPA-approved certified Technicians employed at the Facility.	<ul style="list-style-type: none"> • <i>Form A-Certified Technicians</i>
Maintain records of all EPA-approved certified Technicians contracted by the Facility.	<ul style="list-style-type: none"> • <i>Form B-Contractors</i>
Maintain records of annual training in accordance with the Consent Decree.	<ul style="list-style-type: none"> • <i>Annual Training Roster</i>

Maintain equipment inventory records for Systems.	<ul style="list-style-type: none"> • <i>Form E-Freon Systems</i>
Maintain inventory records for Refrigerants.	<ul style="list-style-type: none"> • <i>Purchase/Delivery Receipts</i> • <i>Form F-Freon Tracking Log</i>
Maintain records for leak Repair extensions, Retrofitting, Retiring, shutdowns, and/or Mothballing of Appliances when applicable.	<ul style="list-style-type: none"> • <i>Keep documentation</i>
Verify and transfer information from <i>Daily Refrigeration Maintenance Log</i> into <i>Form N-System Maintenance Log</i>	<ul style="list-style-type: none"> • <i>Daily Refrigeration Maintenance Log</i> • <i>Form N-System Maintenance Log</i>
Review all Form I-Leak Repair Reports for accuracy and completeness, including leak Repairs and verification tests (per the Consent Decree). Maintain hard and scanned copies on file.	<ul style="list-style-type: none"> • <i>Form I-Leak Repair Report</i>
Review all <i>Leak Check Logs</i> for accuracy and completeness. Maintain hard and scanned copies on file.	<ul style="list-style-type: none"> • <i>Leak Check Log</i>
Maintain maintenance, service, and Repair records.	<ul style="list-style-type: none"> • <i>Daily Refrigeration Maintenance Log</i> • <i>Form I-Leak Repair Report</i> • <i>Form N-System Maintenance Log</i>
Maintain records of modification to Appliances, including documentation of additions or removals of new components (per the Consent Decree).	<ul style="list-style-type: none"> • <i>Daily Refrigeration Maintenance Log</i> • <i>Form I-Leak Repair Report</i> • <i>Form N-System Maintenance Log</i>
Maintain Leak Rate calculation records for Systems whenever Refrigerant is added to the System or whenever Refrigerant is lost or released, whether due to leaks or other causes (per the Consent Decree).	<ul style="list-style-type: none"> • <i>Form F-Freon Tracking Log</i> • <i>Form H-Leak Rate Calculator</i>
Maintain records for Disposal, transfer, and sales of Refrigerant Systems.	<ul style="list-style-type: none"> • <i>Form J-Disposal Record (for Disposal, sales, and transfers)</i>
Maintain all records for a minimum of 5 years after the termination of the Consent Decree. Notify EPA of the future destruction of documents when no longer needed, at least 90 days prior to the destruction of the records.	
Maintenance Manager	
OCEAN COMPANIES COMPLIANCE TASKS/RESPONSIBILITIES	RECORD(S)
Ensure Technicians properly complete maintenance, service, and Repair records for Appliances and Systems.	<ul style="list-style-type: none"> • <i>Daily Refrigeration Maintenance Log</i> • <i>Form I-Leak Repair Report</i>
Ensure Technicians document all regular leak checks (except those covered by <i>Form I</i> on the <i>Leak Check Log</i>).	<ul style="list-style-type: none"> • <i>Leak Check Log</i>

Ensure all applicable employees receive annual training in accordance with the Consent Decree.	<ul style="list-style-type: none"> • <i>Annual Training Roster</i>
Review all Technician logs and reports for accuracy and completeness.	<ul style="list-style-type: none"> • <i>Leak Check Log</i> • <i>Daily Refrigeration Maintenance Log</i> • <i>Form I-Leak Repair Report</i>
Ensure that forms and documents are properly transferred between the Refrigerant Technicians and the Safety and Compliance Manager.	<ul style="list-style-type: none"> • <i>Leak Check Log</i> • <i>Daily Refrigeration Maintenance Log</i> • <i>Form I-Leak Repair Report</i>
Provide all purchase and delivery receipts to the safety and compliance manager.	<ul style="list-style-type: none"> • <i>Purchase/Delivery Receipts</i>
Notify the safety and compliance manager , the general manager , and the CFO whenever a leak Repair fails the 30-day Follow-Up Verification Test following a Repair.	<ul style="list-style-type: none"> • <i>Email</i>
Refrigerant Technician	
OCEAN COMPANIES COMPLIANCE TASKS/RESPONSIBILITIES	RECORD(S)
Log all charging, evacuation, maintenance, testing, inspection, servicing and Repairs to the refrigeration Systems in the <i>Daily Refrigeration Maintenance Log</i> .	<ul style="list-style-type: none"> • <i>Daily Refrigeration Maintenance Log</i>
Document all regular leak checks (except those covered by <i>Form I</i> on the <i>Leak Check Log</i>).	<ul style="list-style-type: none"> • <i>Leak Check Log</i>
Document all leak Repairs thoroughly, completely and legibly on <i>Form I-Leak Repair Report</i> .	<ul style="list-style-type: none"> • <i>Form I-Leak Repair Report</i>

Contact Information

Safety and Compliance Manager:	Al Carter	360-581-3220
CFO:	Timothy Berge	
General Manager:	Greg Shaughnessy	360-310-0662
Maintenance Manager:	Eric Rydman	360-591-2107
Ocean Gold Maintenance Days (Technician):	Bill Swaney	360-268-7374
Ocean Cold Maintenance (Technician):	Lonnie Humbryd	360-310-0660
Ice House Manager (Technician):	Pat Walker	360-581-1264
Ocean Cold Production (Technician):	Jeff Princehouse	360-310-0658

Training

Annual Training (per the Consent Decree)

All employees who handle Refrigerant, operate, service, or maintain Refrigeration Appliances, or complete records or reports related to Refrigerants, must complete training on refrigeration management at least annually. The first training must be completed no later than 90 days after the effective date of the Consent Decree, and must include the following topics:

1. Relevant legal requirements under Section 608 of the Clean Air Act, its implementing regulation at 40 CFR Part 82 Subpart F, and relevant EPCRA reporting procedures.
2. Ocean Companies policies and procedures as described in this manual, and
3. Employees' and contractors' individual responsibilities as described in this manual and the Consent Decree.

All training must be documented and will include:

- Name of trainer
- Name and title of trainee
- Date of training
- Description of training including topics covered
- Means used to verify understanding

Per the Consent Decree, training documentation will be submitted to EPA for each Refrigerant Year. Training records must be kept and maintained for a minimum of five years after the Consent Decree has been terminated.

Training will be organized and facilitated by the **safety and compliance manager**. However, ensuring each Person covered by the plan and Consent Decree attends and participates in the required training is the responsibility of the **general manager**.

On-the-job Training

On-the-job training will also be provided for and verified by the **maintenance manager**, who will ensure each Person who works on a System is qualified, and adequately trained in the job tasks that they will perform.

Technician Training and Certification

Ocean Companies shall use only contractors or in-house service Technicians that are currently certified through an EPA-approved certification course to conduct the Recycling, recovery, or reuse of Refrigerants or to service a covered Appliance (any activity that involves access to a Refrigeration Circuit by which Refrigerant could be released). Technician's training and certification must be in accordance with the provisions found in subsection 82.40 of 40 CFR Part 82 Subpart B and subsection 82.161 of 40 CFR Part 82 Subpart F. Technicians must have the appropriate level of certification required for the type of Appliance and recovery/Recycling equipment with which they work.

Contractors Training Requirements

Refrigeration contractors hired by Ocean Companies shall provide documentation that their Technicians have been trained and certified through an EPA-approved program as mandated in 40 CFR 82.161. The certification must be appropriate to the type of equipment they will maintain, service, or Repair.

Audits

Third party audits are required by EPA Consent Decree and will be conducted by a Third Party Verifier (TPV). For a description of TPV hiring, auditing, reporting procedures, and more, see the chapter on *Third Party Verifiers (TPVs)*.

Procedures

Overview

Compliance obligations are documented by each Facility largely by using an annual Excel forms workbook and keeping supporting records on file. The following is a list of forms used and supporting documentation required:

FORM A: Certified Technicians – certification data must be entered, cards are scanned and maintained on file.

FORM B: Certified Contractor Employees – certification data must be entered, cards are scanned and maintained on file.

FORM C: Data on Owned Refrigerant Recovery Devices – data on the unit(s) at the Facility must be entered, device registrations are sent to EPA, completed registrations and proof of mailing must be maintained on file.

FORM D: No entries needed – information on where to find the EPA recovery device registration forms is provided on this form.

FORM E: Freon Systems – required information on System(s) at the Facility must be entered, including the Current Charge calculation as required by the Consent Decree.

FORM F: Freon Tracking Log – entries are required each time Freon is added to, removed, or leaked from the System, or transferred in and out of stored cylinders (inventory). When Freon is stored in cylinders, cylinder ID numbers must be noted on Form F. Delivery receipts for all Freon purchased must be scanned and maintained on file.

FORM G: Freon Inventory – no entries required. The information on this form generates automatically from entries on Form F. The purpose of this form is to see the current amount in each System, the current amount stored in cylinders at the Facility, and to see how much Freon has leaked from each System. TRI forms will not be calculated directly from this Form, as TRI forms require the total amount of Freon added, not just that which has replaced that which leaked.

FORM H: Leak Rate Calculator – any time Freon is added to a System that was not deliberately removed on a previous date, the amount must also be entered into Form H. Additionally, all Refrigerant losses or releases, regardless of the cause, must be recorded here. When required information is entered, the form calculates the annualized Leak Rate for the System. If the Leak Rate exceeds 35%, the Leak Rate cell turns red, and the entire System must be tested for leaks using an electronic leak detector. The inspection of the entire System must be completed within 7 days. A Form I is used to document the System inspection.

FORM I: Leak Repair Report – this form must be printed and filled out by hand to document the Repair of all leaks discovered, including initial and follow up verification tests. Ocean Companies will conduct initial and follow up verification tests each time a leak is Repaired, not just when the Leak Rate exceeds an annualized rate of 35%. When completed, the information will be entered into an electronic form and both the hand written and typed version will be maintained on file.

FORM J: Disposal Record – Any Disposal of Freon Systems must be documented on this record. The record must be printed, filled out by hand, scanned when completed, and maintained on file.

FORM L: Reserved.

FORM K: Reserved.

FORM M: Refrigerant Release Calculation (per the Consent Decree) – the required information, including the new Current Charge for the Refrigerant Year, must be entered. The Refrigerant Release Reduction Program loss percentage is then calculated. Documentation supporting the Current Charge determination must be maintained on file.

FORM N: System Maintenance Log – all maintenance, tests and inspections must be entered into this log, including all leak inspections and leak Repairs.

ANNUAL TRAINING ROSTER: (per the Consent Decree) Proper training documentation, including annual training required by the Consent Decree, must be maintained on this form, kept on file, and submitted to EPA each Refrigerant Year.

DAILY REFRIGERATION MAINTENANCE LOG: All charging, evacuation, maintenance, testing, inspection, servicing and Repairs to refrigeration Systems must be logged in this log. This log must be reviewed regularly and provided to the Safety and Compliance Manager for data entry into Form N.

LEAK CHECK LOG: Regular (not triggered by a leak Repair) leak checks must be logged in this log.

Forms workbooks must be maintained on an annual basis, based on the Refrigerant Year as outlined by the Consent Decree. A new forms workbook will be started at the beginning of each Refrigerant Year with a new Current Charge determination. Each year the workbook will be saved by Refrigerant Year and a new one started. Refrigerant Year-end information will be transferred to a new workbook by the **safety and compliance manager** and the new workbook provided to the **maintenance manager**. The **safety and compliance manager** must keep all completed workbooks electronically for at least five years after the Consent Decree has been terminated. The **safety and compliance manager** will also ensure that all electronic documents are printed and a hard-copy is maintained on file for at least five years after the Consent Decree has been terminated.

Additionally, copies will be provided electronically to the **CFO** at the end of each year and to the third-party verifier as required by the Consent Decree.

Standard Operating Procedures

The following Standard Operating Procedures (SOPs) are on file at Ocean Companies. They can be found in the **maintenance manager's** office and are accessible to all maintenance personnel, managers, and supervisors. These procedures should be used whenever completing an applicable task.

- Isolating/Evacuating Equipment
- Ocean Companies Leak Repair Procedure
- Ocean Companies Leak Testing Procedure
- Ocean Gold Filter Change Procedure
- Summary of Operation for Pump Out of System Using Compressors

Covered Systems

Ocean Companies is a fish processing Facility that maintains a fish processing Facility (Ocean Gold), an Ice House (to provide ice for fish processing as well as fishing vessels), and a cold storage Facility (Ocean Cold). Ocean Companies uses Refrigerant R-22 to freeze fish, using plate freezers, spiral freezers and blast freezers and ice makers for the making of ice for our processes.

At this time, the Systems covered by this manual are 1) Ocean Gold Main System, 2) Ocean Cold Main System, and, 3) Ice House System. A separate annual forms workbook will be maintained for each of these Systems. The Consent Decree's definition of "Facility" is included in the glossary, and may be referenced to ensure all Facilities covered in the Consent Decree follow the required regulation.

Current drawings are maintained for the Ocean Gold and Ocean Cold Systems showing these Systems schematically. There is no drawing for the Ice House System. The Ice House is located on the Washington Crab dock. It is owned by Washington Crab but it is operated and maintained by Ocean

Gold. There are three (3) ice makers in the ice house and they are operated with R-22. Ocean Companies operates the ice house as one site with Ocean Gold with regards to this plan.

Current drawings for Ocean Gold and Ocean Cold Facilities are maintained by the **maintenance manager** and are available for review.

Current Charge Determination Procedures (per the Consent Decree)

While complying with the Consent Decree, Ocean Companies will use an annual Current Charge determination to implement the Refrigerant Release Reduction Program and to calculate the annualized Leak Rate of the Systems (See the Leak Trigger Rates and Exceedances Procedures Section for more information about these calculations).

To do this, within 15 days of the start of each Refrigerant Year (RY), the **safety and compliance manager** will ensure that a Current Charge is set for each Appliance. This charge determination will be recorded in *Form E-Freon Systems* and *Form M – Refrigerant Release Calculation*, and supporting documentation will be maintained on file.

See the Consent Decree for more specific instructions on how to complete the Current Charge determination.

This procedure will begin with RY 2016.

The documentation for the calculations and the Current Charge determination will be maintained and kept on file by the **safety and compliance manger**.

Adding a New Appliance (per the Consent Decree)

If Ocean Companies installs or puts into operation any new Refrigeration Appliance at any Facility during the pendency of the Consent Decree, the Appliance will also be subject to the Consent Decree beginning with the next full Refrigerant Year following the date the Appliance was put into service. The following requirements will apply:

- 1) New Appliances will have a Current Charge determination at the time they are put into service by measuring the amount of refrigeration put into the Appliance at that time. This amount will be set as the Current Charge for the upcoming Refrigerant Year.
- 2) For subsequent years, the Current Charge will be set using the Current Charge determination procedures for new Appliances that are outlined in the Consent Decree.

Adding/Removing Refrigerant Procedures

If Refrigerant is withdrawn from the System for any reason, such as due to contamination, for service work, or for System pressure testing, all Refrigerant must be carefully Recovered and weighed. The withdrawal must be detailed on *Form F-Freon Tracking Log*. When the Refrigerant is charged back into the System, the addition must also be recorded in detail on *Form F-Freon Tracking Log*. See manual section *Maintenance, Service, and Repair Procedures* for a detailed description of evacuating and opening a System.

Refrigerant added to a System for any other reason than that which has been deliberately removed is assumed to replace that which has leaked. When adding Refrigerant, on *Form F-Freon Tracking Log*, enter “yes” in column E “Refrigerant Added for any Reason Other Than a Previous Deliberate Removal?” Also in the column L of *Form F*, labeled “*Description of Refrigerant Movement,*” select, “*Refrigerant added, other.*” This entry will then be highlighted in red, prompting an entry into *Form H*.

Whenever adding Refrigerant to a System for any reason unless replacing Refrigerant that was deliberately previously removed, a Leak Rate calculation must be performed. In addition to entering the charging activity on *Form F*, enter the information on *Form H-Leak Rate Calculator* unless adding Refrigerant that was deliberately removed. *Form F* and *Form H* do not automatically synchronize.

The **maintenance manager** decides when it is necessary to order/add more Refrigerant to a System based on the information provided by, and the recommendations of the **Refrigerant Technicians**. More Refrigerant is needed when minimal operational levels cannot be reliably maintained in System vessels, pumps are at risk of shutting down on low level repeatedly, or when product cannot be cooled or frozen adequately, or in an acceptable timeframe. When Refrigerant is needed, it is ordered from a Refrigerant vendor, or through a refrigeration contractor.

Levels and usage is monitored every day. The System is checked for leaks daily. These regular leak checks are logged on the *Leak Check Log*. The Ocean Gold System is test run at the beginning of the season in June, wherein the System is cycled on and all equipment is tested to determine functionality. Refrigerant, if needed, is usually added to Ocean Gold at the beginning of the season, using information from this test run.

Filling Refrigerant Cylinders

Refrigerant cylinders should not be filled in excess of 80% of the liquid capacity. It is considered overfilling if a cylinder is filled more than 80%.

Refrigerant Tracking Procedures

To maintain a current inventory of all ozone-depleting Refrigerants at each Facility, stored in Systems and in cylinders, and to monitor total losses throughout the year, purchases, sales, and destruction of Refrigerants, as well as additions to and transfers between Appliances, will be logged on *Form F-Freon Tracking Log* by the **safety and compliance manager**.

The Refrigerant in all cylinders containing Freon and stored for use at the Facility will be tracked on *Form F-Freon Tracking Log* and identified by cylinder number by the **safety and compliance manager**.

Leak Rate Calculation Procedures

A Leak Rate calculation must be completed every time Refrigerant is added to any Refrigeration Appliance.

The calculation will:

- 1) Take into account leaks in Appliances, human error in operating Appliances, or intentional venting of an Appliance.

- 2) Assume that refrigerant that is added to an Appliance to return it to normal operating characteristics is replacing an equivalent amount of Refrigerant lost.

Each time a leak rate calculation must be completed, the **safety and compliance manager** will enter the amount added and other required data into *Form F-Freon Tracking Log* and *Form H-Leak Rate Calculator*.

See manual section "*Leak Repair Procedure*" for a detailed outline of steps for proceeding whenever a leak is discovered.

The **maintenance manager** will notify the **safety and compliance manager**, the **general manager**, and the **CFO** whenever a leak Repair fails the 30-day Follow-Up Verification Test following a Repair.

A joint determination will be made by the **CFO**, **general manager**, **safety and compliance manager**, and the **maintenance manager** to determine when EPA needs to be notified, and who will do so, based on the decisions made regarding the above process.

See manual section "*Leak Trigger Rates & Procedures*" for more detailed instructions regarding testing and notification requirements.

Leak Repair Procedures

It is the policy of Ocean Companies to adhere to a preventive maintenance program that requires periodic testing to ensure Refrigerant System integrity. Each Facility shall use its standard operating procedures (SOPs) for conducting leak testing relative to their equipment and Refrigerant Systems maintained (See manual section "*Standard Operating Procedures*" for a list of relevant SOPs at Ocean Companies). Leak tests shall be conducted on all Systems and shall be conducted with current technology. All System leaks shall be reported on *Form I-Leak Repair Report*.

Any leaks that are detected must be reported to the **maintenance manager** immediately. After discovery of a possible leak the System must be shut down and the leak isolated. At the nearest points on either side of the area with the leak, the valves must be closed to isolate the area involved, taking care not to trap liquid Refrigerant without room for expansion.

Once the leak area has been closed off, the remaining Freon within the area must be Evacuated using the Promax recovery device or the System internal recovery procedure. Once the remaining Freon has been Evacuated the Repairs must be completed. A detailed description of the Repairs and any replacement parts or Repairs must be recorded in the Refrigeration Daily Maintenance Log. See *Maintenance, Service, and Repair Procedures* for a detailed description of steps for evacuating and opening a System.

The component will be pulled down into a 10" Hg vacuum using the System, a combination of the System and a recovery device, or by using a recovery device, before the component is opened, unless the service is specifically covered under an EPA exception (see (4) in manual section *Maintenance, Service, and Repair Procedures*).

An explanation of the Repair procedure and any Repairs must be recorded in the *Daily Refrigeration Maintenance Log*, including the date and the time. You must record whether this is a mechanical failure

or human error. If it is a mechanical failure, describe the failure, what equipment is involved and what needs to be done. If it is human error, we must find out why, how, and who so that we can determine the cause and avoid the human error in the future. All Repairs must also be documented on *Form I-Leak Repair Report*.

Every time a leak is Repaired, the **maintenance manager** will ensure that a responsible Technician(s) performs initial and follow up verification tests (this is in addition to the daily leak checks; see manual section "*Daily Leak Checking Procedures*"). The Initial Verification Test will be completed immediately after performing Repairs and a Follow-Up Verification Test of the entire System will be completed within 30 days of charging. Both the Initial Verification and Follow-Up Verification Tests will be documented on *Form I-Leak Repair Report* by the Technician(s).

If no leaks are found during the Initial Verification Test, a follow up check of the entire System will be performed within 30 days. If a leak(s) is found, the leak will be Repaired and verified, and a follow up verification test will be performed at least 24 hours after the first test, but no longer than 30 days after the first test. These tests will be documented on a *Form I-Leak Repair Report*.

Acceptable initial and Follow-Up Verification Test methods include the following:

- soap bubble test
- electronic leak detectors
- ultrasonic leak detectors
- pressure test
- vacuum test
- fluorescent dye and black light test
- infrared test
- near infrared (back scatter absorption gas imaging) test
- Halon Refrigerant gas detection methods

Refrigerant Recovery Procedures

Refrigerants will be Recovered, Recycled, and disposed of by the **Refrigerant Technician** in accordance with the procedures in the section of this plan entitled *Refrigerants*.

A complete manual for the Facility, including operating procedures for evacuating the System, is kept in the **maintenance manager's** office and is accessible to all maintenance personnel, managers, and supervisors.

Ocean Companies shall make available Recycling and recovery equipment that meets EPA requirements. Equipment shall be certified according to standards outlined in subsection 82.36 or 40 CFR Part 82 Subpart B and subsection 82.158 of 40 CFR Part 82 Subpart F. Ocean Companies will certify to EPA the following:

1. Persons maintaining, Repairing, or servicing Appliances at Ocean Companies has acquired, and is properly using, approved equipment and properly trained and certified as outlined in subsection 82.42 of 40 CFR Part 82 Subpart B.

2. Persons maintaining, Repairing, or servicing Appliances for Ocean Companies and Persons disposing of Appliances has acquired Certified Recovery or Recycling Equipment and is complying with the applicable requirements of subsection 82.162 of 40 CFR Part 82 Subpart F.

Appropriately trained and certified service Technicians shall have access to this equipment relative to their respective work area and service Technician certification level. Each work area is responsible for maintaining the Recycling and recovery equipment in good working order. Records shall be maintained by each servicing work area as specified in the equipment manuals, the EPA regulations and /or this program.

Recycling and recovery equipment care and maintenance shall be the responsibility of each service Technician that uses the equipment. The Technician must verify that Recycling and recovery equipment is functioning properly (as specified in the equipment's owner manual) before servicing devices containing ozone depleting substances. Scheduled maintenance shall be conducted according to owner's manual instructions and the service Technician shall replace any Recycling and recovery equipment that is not functioning correctly before any servicing work begins. Service Technicians shall only conduct servicing in accordance with their level of certification.

One recovery unit is stored at Ocean Gold specifically for use at Ocean Gold and at the Ice House. Ocean Cold also maintains a recovery unit for use at Ocean Cold. Units may be used at any location, however when not in use one must be stored at Ocean Gold and one at Ocean Cold.

Contractor Procedures

Ocean Companies is responsible for ensuring that contractors are aware of the regulations and requirements for compliance with the EPA Clean Air Act (CAA) Section 608, 40 CFR Part 82 and any state and local codes for all Refrigerant-related work. The **safety and compliance manager** will be responsible for entering all information provided by the contractors into appropriate forms. Contractors shall ensure that all contractor employees are made aware of the content of this RCMP prior to beginning work on Refrigerant containing equipment.

The contractor shall provide only EPA-certified Technicians certified for the specific types of Systems owned by the company and using EPA certified and registered recovery/recycle units to perform work on Refrigerant equipment.

The contractor shall submit to the Facility the following information prior to starting any work:

- A list of all service Technicians names and EPA certification numbers and level of certification (copies of EPA Certification Cards are required).
- A list of all recovery/Recycling units to be used and a signed statement that an EPA Recovery Unit Acquisition Certification form has been sent to EPA (a copy of the form is acceptable).

The contractor shall provide the following documentation for entry into Company records:

- Equipment name
- Manufacturer
- Model number
- Serial number
- Location of equipment

- Refrigerant type
- Date of service
- Service, Repair or Disposal description
- Quantity of Refrigerant removed, Recovered, Recycled, Reclaimed or disposed of
- Quantity of lubricant disposed of, and method of Disposal
- Detailed information on any leaks discovered and Repaired
- Name(s) of EPA-certified service Technicians who performed work
- EPA-certified and registered recovery/Recycling units used on equipment
- Copy of Technician certification card

Daily Leak Checking Procedures

On a daily basis, the refrigeration System will be examined for potential leaks by a **Refrigerant Technician**. These daily leak checks are to be performed in addition to the initial and Follow-Up Verification Tests used when Repairing leaks.

Using a halide leak detector, the **Refrigerant Technician** will run the tip of the leak detector probe over each compressor, pump, and plate freezer concentrating on seals, associated valve bonnets and stems, flanged connections, fittings and hoses, and any other accessible location where leaks have been known to occur. A leak is detected when the flame turns from blue to green. Wherever a leak is detected, the **Refrigerant Technician** will spray soapy water on the suspected leak to confirm the presence of a leak.

See manual section *Leak Repair Procedures* for a detailed description of how to proceed when a leak is found.

The *Daily Refrigeration Maintenance Log* must be done every day, DAY shift and NIGHT shift. NO exceptions.

See *Maintenance, Service, and Repair Procedures* for a detailed description of evacuating and opening a System.

Leak Detector Use Procedures

Twice each shift employees will do a thorough, systematic inspection of all equipment in the System, and around all refrigeration equipment.

Ocean Companies utilizes two types of leak detection equipment:

- Halide Leak Detector: Manufacturer is COMSTAR INTERNATIONAL INC. Specification sheets on file. This is a propane halide leak detector that locates non-combustible halide (CFC & HCFC) Refrigerant gas leaks. Leaks are located when the chlorine based Refrigerant gases are drawn in through the probe nose and exposed to a heated copper reactor plate, changing the blue flame to green.
 - TEK-Mate Refrigerant Leak Detector: Manufacturer is INFICON, operating manual is on file.
1. Place the tip of the leak-detector probe as close as possible to the site of the suspected leak. Try to position the probe within ¼ inch (5mm) of the possible leak source.

2. Slowly (approximately 1 to 2 inches/second (25 to 50 mm/second)) move the probe past each possible leak point. NOTE: it is important to move the tip of the probe past the leak. If held on a leak, the auto zero feature will gradually zero out the leak signal.
3. When the instrument detects a leak, it will emit a different tone and the LED flash rate will increase to signal the leak.
4. When the TEK-Mate signals a leak, pull the probe past the leak for a moment, then bring it back to pinpoint the location. If the leak is large, set the sensitivity switch to LOW, by quickly pressing the main control button, to make it easier to find the exact site of the leak.
5. Use sprayed soapy water to confirm the leak with the presence of bubbles. If a leak is confirmed, follow the procedure for leak Repair.
6. Return sensitivity to HIGH before searching for additional leaks.
7. When you've finished leak-testing, turn OFF the instrument.
8. Report all leaks immediately to the **maintenance manager**.
9. Complete a *FORM I Leak Repair Report* whenever a leak of any size is detected.

Maintenance, Service, and Repair Procedures

The **Refrigerant Technician** will maintain a log of maintenance, service, and Repair activities performed on the System. The log shall be maintained on **Form N-System Maintenance**.

Procedure for Ocean Companies Maintenance Log:

- Each day, every day, the Day Report must be filled out for 8:00 am, 12:00 pm (noon) and at 4:00 pm.
 - Each night shift must fill out the Night Report 8:00 pm, 12:00 am (midnight) and at 4:00 am.
 - On each shift, inspections of equipment and leak detection must be done and recorded in the Ocean Companies Daily Refrigeration Maintenance Log.
1. Only an appropriately certified Technician may open a System for maintenance, service, or Repair.
 2. All Persons opening a System for **maintenance, service, Repair, or Disposal** must have at least one piece of certified, Self-Contained Recovery or Recycling Equipment available at their business. Persons who maintain, service, Repair, or dispose of only Systems that they own and that contain pump-out units are exempt from this requirement.
 3. Prior to opening a System for maintenance, service, or Repair, the Refrigerant (including liquid Refrigerant) must first be Evacuated from the System. The Refrigerant in either the entire unit or the part to be serviced (if it can be isolated) must be Evacuated to the remaining portions of the System, or a specific vessel within the System, or a certified recovery or Recycling machine to a vacuum level of 10" Hg, unless covered by a specific EPA exception (listed below). A Technician must verify that the applicable level of evacuation has been reached in the System or the part before it is opened (see manual section "*Leak Repair Procedures*").
 4. Following are **exceptions** to the evacuation requirement in item 3 above. In these cases, evacuation to the levels in the above table may not be possible:
 - a. Evacuation of the System is not required prior to opening if evacuation to the atmosphere is not to be performed **after** completion of the maintenance, service, or Repair, **AND** the maintenance, service, or Repair does not require the removal of the compressor, condenser, evaporator, or auxiliary heat exchange coil, or the maintenance, service, or Repair does not require uncovering an opening of more than four (4) square inches of "flow area" for more than 15 minutes.

In the above case, the System must:

- be Evacuated to a pressure no higher than 0 psig before it is opened.
 - be pressurized to a pressure no higher than 5 psig **only for oil changes**.
- b. Evacuation of the System is not required prior to opening if, because of leaks in the System, evacuation to the required levels is not attainable or would substantially contaminate the Refrigerant being Recovered (40 CFR 82.156[1][ii]).

In such cases, the Technician must try to isolate the leak from non-leaking components as much as possible, Evacuate any non-leaking components to the required levels, and Evacuate leaking components to the lowest level that can be attained without substantially contaminating the Refrigerant (never above 0 psig).

5. Technicians must follow the manufacturer's directions for achieving the required Recovery Efficiency.
6. Refrigerant may be returned to the System from which it is Recovered or to another System owned by the same Person or company without being Recycled or Reclaimed.
7. Log all maintenance and Repairs on *Form N-System Maintenance Log*.
8. Keep all records for a minimum of 5 years after the termination of the Consent Decree.

In addition to these procedures, other procedures are available at the Facility (see *Standard Operating Procedures*).

Disposal Procedures

Refrigerants will be Recovered, Recycled, and disposed of by the **Refrigerant Technician** in accordance the procedures in the section of this plan entitled *Refrigerants*.

Systems that are typically dismantled on-site before Disposal must have the Refrigerant Recovered in accordance with EPA's requirements for servicing prior to their Disposal.

Fill out **Form J – Disposal of Freon®-Containing Equipment** whenever you dispose of any System. Form J is not required when parts of the System, or System components, such as plate freezers are decommissioned, or replaced.

Recordkeeping Procedures (per Consent Decree)

All records must be **retained until 5 years after the Consent Decree is terminated**. Do not discard records until the **safety and compliance manager** has removed this reference from the RCMP.

At least 90 days before the documents are to be destroyed after the Consent Decree has been terminated (after at least five years), Ocean Companies must notify EPA and deliver documents to EPA if records are requested.

RCMP Update Procedures (per the Consent Decree)

The **safety and compliance manager** will review this manual annually. If updates are necessary to comply with Section 608 or the Consent Decree, the **safety and compliance manager** will identify and

submit proposed changes to EPA in the annual report. Proposed changes will only be implemented when and if EPA approves of the changes.

EPA Reporting Procedures (per the Consent Decree)

The **safety and compliance manager** will report the following records, calculations, and statements to EPA, as required by the Consent Decree. This reporting is in addition to all other reporting requirements as required by the Clean Air Act or federal, state, or local laws, regulations, or permits.

Within **30 days** after the start of each Refrigerant Year, report:

1. Copies of all required records that were generated during the preceding Refrigerant Year.
2. Information regarding the Refrigerant Release Reduction Program for the *prior Refrigerant Year*, including:
 - a. The amount of Refrigerant released from each Appliance using the formula described in the *Refrigerant Release Reduction Program* section.
 - b. Whether or not the amount released in (a) equals or exceeds the release limit for that Appliance (see the *Refrigerant Release Reduction Program* section for release limits).
3. Information regarding the Refrigerant Release Reduction Program for the *current Refrigerant Year*, including:
 - a. The Current Charge that has been set for each Appliance for the current Refrigerant Year.
 - b. The release limit, in pounds, for each Appliance (see the *Refrigerant Release Reduction Program* section for Leak Rates).
4. Information regarding any new Appliances put into service during the preceding Refrigerant Year, including:
 - a. A description of the new Appliance;
 - b. The determination of the new Appliance's Current Charge for the current Refrigerant Year; and
 - c. A recommendation, for each new Appliance, as to which procedure should be used to determine the Current Charge of that Appliance in subsequent Refrigerant Years, along with the basis for such recommendation and all supporting documentation. That information must include whether it is mechanically possible, feasible, and safe to fully pump out the Refrigerant from the new Appliance on an annual basis. The ultimate decision as to the appropriate procedure will be made by EPA.
5. A report of all employee training conducted during the preceding Refrigerant Year (see the *Training* section for all training requirements).

Within **60 days** of the close of each Refrigerant Year, report:

1. Any proposed changes to the RCMP, including the specific pages and lines to be modified, and the reasons why the modification is requested.
2. A response to the Third Party Verifier's most recent report, including:
 - a. An explanation of deviations with which Ocean Companies does not agree.
 - b. A list of actions recommended by the Third Party Verifier that Ocean Companies intends to implement.

- c. For any action recommended by the Third Party Verifier that Ocean Companies does not plan to implement, an explanation for why Ocean Companies will not or cannot implement the recommendation.

With regard to **EPCRA reporting**:

1. The law requires that EPCRA Tier II and TRI reports be submitted annually to the relevant authorities on time:
 - a. Tier II forms to the SERC, LEPC and local fire department by March 1; and
 - b. TRI forms to EPA's TRI reporting program by July 1
2. The Consent Decree requires that copies of those completed, on-time submissions must also be submitted to EPA, at the addresses in Section XVI of the Consent Decree, **within five days of the submission due date**.

See the following section for more information on EPCRA reporting.

Each report will be signed and submitted with certifications as detailed in the Consent Decree (Section VIII).

Addresses for reporting are detailed in the Consent Decree (Section XVI).

Consent Decree Violation Reporting Procedures

If Ocean Companies violates, or believes that they may violate, any requirement of the Consent Decree, Ocean Companies will notify EPA of such violation and its likely duration, in writing, within 72 hours of when Ocean Companies becomes aware of the problem. An explanation of the violation's likely cause and remedial steps taken will be included in the notification.

If Ocean Companies commits a violation or any other action under the Consent Decree that may pose an immediate threat to the public health or welfare or the environment, Ocean Companies will have 24 hours from the time they first knew of the event to notify EPA (orally or electronically).

These timeframes for reporting Consent Decree violations do not supersede any applicable regulatory deadlines for spill or release reporting at the Facilities. The Companies must still make any reports required by law, on the timeframe set by law.

For a detailed description of reporting Consent Decree violations to EPA, see the Consent Decree (Section VIII).

EPCRA Reporting Procedures

Annually by March 1, the **safety and compliance manager** will submit **Tier II** forms for each Facility to the State Emergency Response Commission (SERC), the Local Emergency Response Planning Committee (LEPC), and the local fire department as authorized by the Emergency Planning and Community Right-to-Know Act (EPCRA).

Tier II forms report chemicals stored on site, including R-22. The yearly report includes information from the previous year, and requires information such as, but not limited to, Facility identification, chemical and product name, physical and health hazards, inventory amounts, and storage condition and location.

More information regarding Tier II reporting can be found at:
http://www.ecy.wa.gov/epcra/chemical_summary/tier_two_intro.html

The following contacts are specific to Ocean Companies:

**State Emergency Response
Commission (SERC)**

Community Right-to-Know Unit
Department of Ecology
PO Box 47659
Olympia, WA 98504-7659

**Local Emergency Response
Planning Committee (LEPC)**

Grays Harbor County
Sheriff's Department
Division of Emergency Management
310 W. Spruce Street, Suite 212
Montesano, WA 98563

Local Fire Department

Westport Fire Department
170 W. Spokane Ave.
Westport, WA 98595

Annually, by July 1st, the **safety and compliance manager** will submit **Toxic Release Inventory (TRI)** reports to EPA and Washington State as authorized by EPCRA, Section 313.

The TRI form requires information pertaining to the previous year's operations. The Facility must report information for the listed chemical, including, but not limited to, Facility identification information, environmental permits held, types of activities conducted at the Facility involving toxic chemicals, source reduction activities, and amount of chemical used and managed as waste.

More information regarding the TRI form can be found at:
http://www.ecy.wa.gov/epcra/chemical_summary/tri_intro.html

Leak Rates & Exceedance Procedures

Refrigerant Release Reduction Program (per the Consent Decree)

The Consent Decree requires that, beginning at the start of Refrigerant Year 2017, Ocean Companies will determine the amount of Refrigerant released from each Appliance during the previous Refrigerant Year. This amount will then be recorded and reported to EPA. Use Form M-Refrigerant Release Calculation when determining the amount released (See the *EPA Reporting Procedures* section for more information regarding annual reporting.)

To do this, the Companies must first determine the Current Charge of each Appliance at the start of each Refrigerant Year. See the *Current Charge Determination Procedures* section for more details.

Then, the amount released will be calculated using the following formula:

$$\text{Amount Released in RY X} = [[\text{Current Charge (RY X)}] + [\text{Additions (RY X)}] - [\text{Removals (RY X)}]] - [\text{Current Charge (RY X+1)}]$$

The values are defined as:

- *Current Charge (RY X)*: Current Charge set at the beginning of the preceding Refrigerant Year.
- *Current Charge (RY X + 1)*: Current Charge that has just been set for the Refrigerant Year that just started. If an Appliance was converted or Retired during RY X such that, at the start of the current Refrigerant Year (RY X+1), it no longer contains any amount of any Refrigerant, then the “Current Charge (RY X+1)” for that Appliance shall be zero.
- *Additions (RY X)*: Sum of all Refrigerant amounts added to the Appliance for any reason during RY X, including equipment upgrade and expansions. This value *does not include* any Refrigerant added where a record demonstrates that an equivalent amount was removed from the Appliance during the same Refrigerant Year.
- *Removals (RY X)*: Sum of all Refrigerant that has been permanently removed from the Appliance during RY X (example: for sale or due to removal of equipment or components, or due to conversion or retirement of the Appliance). These removals must be supported by appropriate documentation (example: bill of sale or document of maintenance work).

For example, the calculation done within 15 days of the start of RY 2018 would be:

$$\text{Amount Released in RY 2017} = [(\text{Current Charge set at start of RY 2017}) + (\text{Additions during RY 2017}) - (\text{Removals during RY 2017})] - [\text{Current Charge Set at start of RY 2018}]$$

Refrigerant may not be released from an Appliance in an amount that equals or exceeds the following release limits:

Appliance	Release Amount
Ocean Gold Appliance	20 percent of the Current Charge
Icehouse Appliance	20 percent of the Current Charge
Ocean Cold Appliance	15 percent of the Current Charge
New Appliances	10 percent of the Current Charge

In the event that any of the Appliances listed above is converted or Retired during RY X such that it no longer contains any amount of any Refrigerant, the applicable Release Limit in the table above shall be reduced to an amount proportional to the number of days during the Refrigerant Year that the Appliance contained Refrigerant (i.e., pro-rated).

If the amount released exceeds the percentages listed above, stipulated penalties will be assessed. Refer to the Consent Decree for an explanation of potential penalties.

Leak Rate/Trigger Rate

The **Leak Rate** of a System is the annualized rate at which the System is losing Refrigerant, measured by calculating the amount of Refrigerant lost between Refrigerant charges; the amount lost is determined by the amount that must be added back into the System to return it to Normal Operating Characteristics. The Leak Rate is expressed in terms of the percentage of the System's Current Charge (per the Consent Decree) that would be lost over a 12-month period if the current rate of loss were to continue over that period. The Leak Rate should be calculated using *Form H-Leak Rate Calculator*.

For refrigeration Systems that normally contain a **Full Charge¹ of more than 50 pounds**, the regulations require Repair of any System that exceeds a "**Trigger Leak Rate**" (or Trigger Rate). The Trigger Rate for the Industrial Process Refrigeration Systems at Ocean Companies is 35%. ***Ocean Companies has committed to Repairing any leak that it discovers, regardless of the Leak Rate***; the procedures below, however, establish the minimum requirements for leak Repair to comply with current regulations.

Note that the following criteria in *Leak Repair Procedures* may change with future rulemaking. The current regulations should therefore be applied when referencing the manual regarding leak Repairs. However, this manual must be updated as soon as practicable following any such regulatory changes.

**1) LEAK REPAIR PROCEDURE:
INDUSTRIAL PROCESS REFRIGERATION**

1. To determine the Leak Rate of the System, fill out ***Form H – Leak Rate Calculator***. Based on the information entered, the Leak Rate will be automatically calculated (EPA provides two methods for calculating the Leak Rate. This plan uses Method 1 – see glossary for detailed information on Leak Rates.).

If Leak Rate is over 35%, continue with the steps below.

2. **IF SYSTEM IS KEPT RUNNING:** Repair must be made to bring leak below Trigger Rate within 30 days.

¹ EPA requires "Current Charge" instead of "Full Charge" per the Consent Decree.

- a. Repair must pass an initial and Follow-Up Verification Test. Initial verification must be conducted within 30 days of completing Repairs, at Normal Operating Characteristics.
- c. Owners/operators are required to maintain records of the dates, types, and verification tests: fill out **Form I – Leak Repair Report** to record leak Repair information, including results of initial and Follow-Up Verification Tests (see manual section *Leak Repair Procedures* for a detailed description of initial and Follow-Up Verification Tests, or see 40 CFR 82.156[i][3]).
- d. **EXTENSIONS:** Owners/operators are allowed to make a second Repair effort to fix the same leak(s), if second Repair efforts are completed within 30 days of initial failed Follow-Up Verification Test (owners may attempt as many Repairs as possible within this 30-day time limit). EPA must be notified within 30 days of results of *final* failed or successful Follow-Up Verification Test.
 - i. Owners/operators are permitted more than 30 days to Repair leaks if the necessary parts are unavailable or if requirements of other applicable federal, state, or local regulations make a Repair within 30 days impossible. Only the additional time needed to receive delivery of the necessary parts or to comply with the pertinent regulations will be permitted. The following is required:
 - Documentation of all Repair efforts.
 - An initial report to EPA explaining why more than 30 days are needed to complete Repairs to be submitted within 30 days of making this determination.
 - Repair must pass both an initial and Follow-Up Verification Test. Owners or operators must maintain records of the dates, types, and results of the initial and Follow-Up Verification Test and must submit this information to EPA within 30 days after conducting each test.

NOTE: Owners or operators must still conduct all necessary leak Repairs, if any, that do not require any additional time beyond the initial 30 days.

- e. If, within 180 days of initial failed Follow-Up Verification Test, owner can establish that System's annual Leak Rate does not exceed the allowable annual Leak Rate, owner/operator is required to notify EPA within 30 days of that determination.

-
3. If all options above have been exhausted and the System is still leaking above the Trigger Rate of 35%:

- Owner or operator must follow the regulatory process for an **INDUSTRIAL PROCESS SHUTDOWN** (see "4" below), **OR**

- Owner or operator must **Retrofit** or **Retire** the equipment (see "5" below).

4. **INDUSTRIAL PROCESS SHUTDOWN:**

An **Industrial Process Shutdown** is an event in which a Facility **temporarily** ceases to operate or manufacture whatever is being produced at the Facility. Owners/operators are permitted **120 days** to complete Repairs after discovering that the System is leaking at or above the Trigger Rate.

- a. Refrigerant may or may not be required to be Evacuated from the System.
- b. Repair must pass an initial and Follow-Up Verification Test. Initial Verification Test must be conducted at conclusion of the Repairs and Follow-Up Verification Test must be conducted within 30 days of completing Repairs, at Normal Operating Characteristics.
- d. Owners/operators must maintain records of the dates, types, and results of the initial and Follow-Up Verification Tests and must submit this information to EPA within 30 days after conducting each test.
- e. Owners/operators are allowed to make a second Repair effort to fix the same leak(s) if second Repair efforts are completed within 30 days of initial failed Follow-Up Verification Test (Owners/operators may attempt as many Repairs as possible within the 120 day time limit). EPA must be notified within 30 days of results of final failed or successful Follow-Up Verification Test.
- f. Owners/operators are permitted more than 120 days to Repair leaks if the necessary parts are unavailable or if requirements of other applicable federal, state, or local regulations make a Repair within 120 days impossible. Only the additional time needed to receive delivery of the necessary parts or to comply with the pertinent regulations will be permitted. The following is required:
 - Documentation of all Repair efforts.
 - An initial report to EPA explaining why more than 120 days are needed to complete Repairs to be submitted within 120 days of making this determination.

- Repair must pass both an initial and Follow-Up Verification Test. Owners or operators must maintain records of the dates, types, and results of the initial and Follow-Up Verification Test and must submit this information to EPA within 30 days after conducting each test.

NOTE: Owners or operators must still conduct all necessary leak Repairs, if any, that do not require any additional time beyond the initial 120 days.

- g. Owner may not bring System back on-line until an Initial Verification Test demonstrates that leak(s) has been Repaired unless owner decides to Retrofit or Retire System.
- h. If, within 180 days of initial failed Follow-Up Verification Test, owner can establish that System's annual Leak Rate does not exceed the applicable allowable annual Leak Rate, owner/operator is required to notify EPA within 30 days of that determination.

5. **RETROFIT or RETIRE:** If all options above have been exhausted and the System is still leaking above the Trigger Rate of 35%, the owner or operator must **Retrofit or Retire** the equipment. The owner may begin the process of Retrofitting or Retiring a leaking System **prior** to completing a Follow-Up Verification Test.

- a. A Retrofit or retirement plan must be developed within 30 days of the decision to Retrofit or Retire the System. Retrofit or retirement of the System must be completed within one year and 30 days of when Leak Rate exceedance was discovered. **EPA will exempt owners from Repairing leaks if owners develop and submit a one-year Retrofit or retirement plan within a specified time period.**
- b. A legible copy of the Retrofit or retirement plan must be kept with the System.
- c. A Retrofitted System must use a Refrigerant or Substitute with a lower or equivalent ozone-depleting potential than the previous Refrigerant.
- d. A Retired System must be replaced with a System that uses a Refrigerant or Substitute with a lower or equivalent ozone-depleting potential.
- e. The owner/operator may begin the process of Retrofitting or Retiring a leaking System prior to completing a Follow-Up Verification Tests.

6. **Mothballing:** EPA allows the time-related requirements for Repairing, Retrofitting, or Retiring a leaking System to be temporarily suspended while the System is mothballed. **System Mothballing** is the intentional shutdown of a refrigeration System for an extended period of time, where the Refrigerant has been Evacuated from the System to at least atmospheric pressure, so that Refrigerant leaks that existed when the System was operating have effectively been stopped. The time-related requirements resume on the day the System is brought back on line and is no longer considered mothballed. System Mothballing does not require a report to EPA unless the decision

to temporarily mothball a System results in delaying an estimated completion date that has previously been submitted to EPA for Repairing, Retrofitting, or Retiring the System.

Leak Repairs following Mothballing on Industrial Process Refrigeration Systems are still subject to initial and Follow-Up Verification Tests.

Third Party Verifiers (TPV)

(Required by the Consent Decree)

Overview

Ocean Companies will hire a Third Party Verifier (TPV) to ensure compliance with this manual, the relevant Clean Air Act regulations, EPCRA, and the Consent Decree. The TPV will perform audits of Ocean Companies operations, documentation, and reporting, and file an annual report to Ocean Companies and EPA. Read the following sections and the Consent Decree to understand the requirements of the TPV.

Hiring

Ocean Companies will select two or more proposed consultants and submit the names and qualifications of the consultants to EPA within 30 days of the effective date of the Consent Decree. EPA will then approve or disapprove of each option listed.

For further details regarding the TPV hiring procedure, including required qualifications of the TPV, see the Consent Decree.

Third Party Verifier Duties

The Third Party Verifier will perform the following duties:

1. At least twice per Refrigerant Year, inspect Ocean Companies Facilities and Appliances to observe leak detection and recordkeeping practices. EPA may also participate and will be given advanced notification of the scheduled inspection.
2. At least twice per Refrigerant Year, conduct an unannounced, unscheduled audit of Ocean Companies' Refrigerant records.
3. Review documents, including this manual, Refrigerant Release Reduction Program documents, training materials and attendance records, Tier II and TRI reports, and all other records required by this manual.
4. Submit annual reports to Ocean Companies and EPA.

For a complete and detailed description of all Third Party Verifier duties, see the Consent Decree.

Replacement Procedure

If EPA determines that the TPV is unable or unwilling to successfully complete required duties, they may require that a replacement is hired. For further details regarding replacing a TPV, see the Consent Decree.

Annual Reports

The TPV will provide identical annual reports to EPA and Ocean Companies. The first annual report is due within 30 days after the close of Refrigerant Year 2016, with subsequent reports due within 30 days of the close of each Refrigerant Year.

The annual reports will include information such as:

- A review of EPCRA reporting forms
- A description and review of temporary or permanent physical changes to Ocean Company Systems
- Deviations or deficiencies in operations or recordkeeping, and a summary of actions taken to correct deviations or deficiencies
- The TPV's recommendations to correct or prevent issues identified in the annual report

Ocean Companies and EPA will not be bound by the recommendations or conclusions of the annual report. However, if Ocean Companies violates any requirements of the Consent Decree, Ocean Companies will be liable for penalties regardless of the TPV's recommendations or conclusions.

For a complete description of the requirements of the TPV annual report, including the certification that must be signed, see the Consent Decree.

Ocean Companies Response to TPV Report

Ocean Companies must provide a response to the TPV's most recent annual report with the annual report to EPA. See the section titled *EPA Reporting Procedures (per the Consent Decree)* for more information.

Technicians

Certified Technicians

Use **Form A – Certified Freon® Technicians** to keep records of certified Technicians employed by the company.

Only Technicians certified as Type II or Universal may work on Ocean Companies Appliances.

The following people must be certified by an EPA-approved Technician certification program:

1. Technicians who maintain, service, or Repair any Systems that could be reasonably expected to release Refrigerants into the atmosphere.
2. Technicians who dispose of Systems, except for Small Appliances (<5-lb charge) that could be reasonably expected to release Refrigerants into the atmosphere.

The type of certification that is required depends on the type of Refrigerant being used and the characteristics of the System being serviced. The four types of certification identified by EPA regulations are presented in Table 2. Type I, Type II, Type III, and Universal Technicians can buy any Refrigerant sold in containers of 20 pounds or more.

Performing maintenance, service, Repair, or Disposal could be reasonably expected to release Refrigerants only if the activity is reasonably expected to violate the integrity of the Refrigerant circuit. Activities reasonably expected to violate the integrity of the Refrigerant circuit include the following:

- Attaching and detaching hoses and gauges to and from the Appliance or System to add or remove Refrigerant or to measure pressure.
- Adding Refrigerant to and removing Refrigerant from the System.

For a current list of EPA-approved certification programs, visit the following website:

<http://www.epa.gov/ozone/title6/608/technicians/608certs.html>.

TECHNICIAN CERTIFICATION TYPES		
Type of Equipment Serviced	Certification Description	Level of Required Certification
Small Appliances (< 5 lbs.) Domestic refrigerators, window air conditioners, PTACs (hermetically sealed air conditioners) and vending machines.	Maintenance, service, or Repair of Small Appliances.	Type I
High and Very High Pressure equipment, all R-22 Systems.	Maintenance, service, Repair, or Disposal of Medium-, High-, or Very High-Pressure Appliances and Systems, except Small Appliances.	Type II
Low pressure equipment, Systems using HCFC-123 or CFC-11 (primarily chillers).	Maintenance, service, Repair, or Disposal of Low-Pressure Appliances and Systems.	Type III
All types.	Certified to perform all activities approved for Type I, II, and III Technicians.	Universal*

**Universal does not include motor vehicles*



NOTE: Copies of all certificates of all Technicians employed by the company who maintain, service, and/or Repair refrigeration equipment must be kept on file.

Contractors

Use **Form B - Freon® Contractors**, to keep records of outside service providers.

Refrigerants

Health and Safety Issues

All fluorocarbon Refrigerants are heavier than air and release can cause asphyxiation by displacing air in low-lying areas or confined and enclosed spaces. They also pose other safety and health risks. Consult the Material Safety Data Sheet (MSDS) or Safety Data Sheet (SDS) for details.

ASHRAE Standards 15 and 26, Safety Code for Mechanical Refrigeration requires fixed gas leak detectors to be installed in refrigeration machinery rooms, properly sized ventilation Systems, and in certain cases, staging of Self-Contained Breathing Apparatus (SCBA) near machinery rooms.

Purchasing, Selling, Distribution

Only certified Type I, Type II, Type III, or Universal Technicians may purchase Class I or Class II Refrigerants.

Purchasers of Refrigerants who employ certified Technicians may provide evidence that at least one Technician is properly certified to the wholesaler who sells them Refrigerant; the wholesaler must then keep this information on file and may sell Refrigerant to the purchaser or his authorized representative. **The purchaser must notify the wholesaler in the event that the purchaser no longer employs at least one properly certified Technician. The wholesaler is then prohibited from selling Refrigerants to the purchaser until such time as the purchaser employs at least one properly certified Technician. At that time, the purchaser must provide new evidence that at least one Technician is properly certified.**

Used Refrigerants may only be transferred between or among a Parent Company and one or more of its subsidiaries, or between or among subsidiaries having the same Parent Company (unless the used Refrigerant is contained in an Appliance or System).

Only **virgin or Reclaimed Refrigerant** may be transferred from one owner to a different owner for use as Refrigerant. Whenever Refrigerant is transferred to another company, an invoice must be generated that contains the following information:

1. Name of Person/company receiving Refrigerant
2. Date of transaction
3. Quantity of Refrigerant transferred
4. Copy of Section 608 Technician certification card on file for receiver of Refrigerant (Refrigerant may not be transferred to anyone without a Technician certification card)

Documentation of Refrigerant transfers must be kept for at least 5 years after the termination of the Consent Decree.

Venting and Releases

Deliberate Venting or release of CFC or HCFC Refrigerants or Substitute Refrigerants (HFCs) to the atmosphere is prohibited. EPA regulations permit four types of releases as **exceptions** to the prohibition on knowingly Venting Refrigerants:

1. "De minimus" (insignificantly small) quantities of Refrigerants or Non-Exempt Substitute Refrigerants released in the course of good faith attempts by appropriately certified Technicians

to recapture and Recycle or safely dispose of Refrigerants. Refrigerant releases are considered de minimus only if they occur when all EPA regulations are being followed for Recycling and emissions reduction.

2. Refrigerants emitted in the course of normal operation of air condition and refrigeration equipment such as from mechanical Purging and leaks. EPA requires the Repair of leaks in equipment with Refrigerant charges greater than 50 pounds within 30 days, if those leaks result in the loss of more than a certain percentage of the equipment's Refrigerant charge in a year.
3. Releases of CFCs or HCFCs that are not used as Refrigerants. For instance, mixtures of nitrogen and R-22 that are used as Holding Charges or as leak test gases may be released, because in these cases, the ozone-depleting compound is not used as a Refrigerant. However, a Technician may not avoid Recovering Refrigerant by adding nitrogen to a charged System; before nitrogen is added, the System must be Evacuated to the appropriate level.
4. Small releases of Refrigerant that result from Purging hoses or from connecting or disconnecting hoses or gauges to charge or service Appliances will not be considered violations of the prohibition on Venting, but recovery and Recycling equipment manufactured after November 15, 1993 must be equipped with Low-Loss Fittings.

Recovery, Reclaiming, Recycling (“Disposal”)

Used Refrigerants are usually Recovered for re-use, Recovered and Reclaimed for re-sale, or Recycled for re-use. All Recycling and recovery equipment used for Recovering, Reclaiming, or Recycling Refrigerants must be certified.

- **Recovered Refrigerant** is Refrigerant that is removed in any condition from an Appliance or System and stored in an external container without necessarily testing or processing it in any way. *Recovered Refrigerant can be put back into the Appliance or System, or into another Appliance or System owned by the same owner as-is; otherwise it must be Reclaimed or Recycled.*
- **Reclaimed Refrigerant** is Refrigerant that is reprocessed to meet specific EPA-prescribed standards applicable to the Refrigerant. The Reclaimed Refrigerant can then be re-sold to other users. Reclamation of Refrigerants can only be performed by EPA-certified Reclaimers. *An owner can send **Recovered** Refrigerant to an EPA-certified Reclaimer where the Refrigerant will be restored to the Air-Conditioning, Heating, and Refrigeration Institute (AHRI) Standard 700 purity specifications prior to resale.* EPA-certified Reclaimers can be found at this website: <http://www.epa.gov/ozone/title6/608/reclamation/reclist.html>
- **Recycled Refrigerant** is Refrigerant that is Recovered from an Appliance and cleaned for reuse without meeting all of the requirements for reclamation. In general, Recycled Refrigerant is Refrigerant that is cleaned using oil separation and single or multiple passes through devices, such as replaceable core filter-driers, which reduce moisture, acidity, and particulate matter. These procedures are usually implemented at the field job site. *Recycled Refrigerant can only be recharged back into the same owner's equipment.*

Companies that Recycle their Recovered Refrigerants (or that have certified contractors do so) must ensure that the Recycled Refrigerants do not exceed EPA’s Maximum Contaminant Levels prior to reuse. The Maximum Contaminant Levels are shown in the table below:

MAXIMUM PERMISSIBLE CONTAMINANT LEVELS FOR RECYCLED REFRIGERANTS			
Contaminants	Low Pressure Systems	R-12 Systems	All Other Systems
Acid Content (by wt.)	1.0 PPM	1.0 PPM	1.0 PPM
Moisture (by wt.)	20 PPM	10 PPM	20 PPM
Non Condensable Gas (by Vol.)	N/A	2.0%	2.0%
High Boiling Residues (by Vol.)	1.0%	0.02%	0.02%
Chlorides by Silver Nitrate Test	no turbidity	no turbidity	no turbidity
Particulates	visually clean	visually clean	visually clean
Other Refrigerants	2.0%	2.0%	2.0%
To ensure that the Recycling equipment maintains its demonstrated capability to achieve the above levels, it must be operated and maintained per the equipment manufacturer's recommendations. Laboratory testing is the only way to fully ensure that contaminant levels are not exceeded; however, if the recycle unit is capable of Recycling Refrigerants to the levels in the table, it is likely that maximum contamination levels will not be exceeded.			

Recovery and Recycling Equipment

Fill out **Form C – Inventory of Freon® Recovery or Recycling Devices** and **Form D-EPA Form OMB 2060-0256** if recovery or Recycling equipment is kept by the company for use on covered Systems.

Recovery and Recycling equipment that is used to Recover or Recycle Refrigerant must be certified by an Approved Equipment Testing Organization to be capable of achieving the applicable regulatory requirements. It is prohibited to alter Certified Recycling and Recovery Equipment in a way that would affect the equipment's ability to meet EPA's certification standards.

A. EPA has approved the following organizations to certify Recycling and recovery equipment:

- Air-Conditioning, Heating, and Refrigeration Institute (AHRI)
Website:
<http://www.ahridirectory.org/ahriDirectory/pages/home.aspx>
Phone: 703-524-8800
- Underwriters Laboratories (UL)
Website:
<http://www.ul.com/global/eng/pages/offerings/industries/Appliancesandhvac/hvacr/refrigeration>
Phone: 877-854-3577

B. Each piece of Certified Recycling and Recovery Equipment must be labeled with the following:

THIS EQUIPMENT HAS BEEN CERTIFIED BY [APPROVED EQUIPMENT TESTING ORGANIZATION] TO MEET EPA'S MINIMUM REQUIREMENTS FOR RECYCLING OR RECOVERY EQUIPMENT INTENDED FOR USE WITH [APPROPRIATE CATEGORY OF APPLIANCE.]

C. Companies that acquire recovery and Recycling equipment must certify that these devices meet EPA standards by completing and submitting to EPA an **Environmental Protection Agency Refrigerant**

Recovery or Recycling Device Acquisition Certification Form OMB 2060-0256 (FORM "D" in this manual).

- D. General Maintenance Guidelines for recovery Equipment:
- Follow manufacturer's operating procedures for the equipment being used. Make sure that copies of the operating and maintenance procedures are attached to the equipment. Original operating instructions should be maintained on file.
 - Maintain recovery equipment in proper working order. Change filters/dryers: a) when changing to a different Refrigerant type; b) after Refrigerant is recovered from a compressor burn-out; c) according to manufacturer's recommendations.
 - Periodically ensure that all units continue to meet EPA-mandated evacuation levels.
- E. The table below indicates the levels of evacuation which must be achieved by recovery or Recycling equipment intended for use with Appliances or Systems with charges over 5 pounds.

REQUIRED LEVELS OF EVACUATION FOR MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL	
Type of Appliance	Inches of Hg vacuum that must be achieved*
R-22 Appliance, or isolated component of such Appliance, Normally Containing 200 pounds or more of Refrigerant.	<u>10 INCHES HG</u>
*The vacuums specified in inches of Hg vacuum must be achieved relative to an atmospheric pressure of 29.9 inches of Hg absolute.	



NOTE: Certified Technicians may be asked during an EPA inspection to demonstrate proper operating procedures of a recovery unit. If they cannot demonstrate proper operation, their card may be revoked.

Recovery Procedures and Requirements

Containers - Labels

Each container containing a Recovered Refrigerant designated as a Class I or Class II substance is required to display a warning statement indicating that the product(s) inside the container harms the earth's ozone layer. The chemical name of the substance may be abbreviated (e.g. R-22 can be Substituted for "chlorodifluoromethane").

The warning statement is as follows:

WARNING: CONTAINS [INSERT NAME OF SUBSTANCE], WHICH HARMS PUBLIC HEALTH AND ENVIRONMENT BY DESTROYING OZONE IN THE UPPER ATMOSPHERE.

Figure 1 is an example of a label for R-22, containing the same warning and the UN identification number for R-22. The label in Figure 2 also demonstrates labeling requirements imposed by the U.S. Department of Transportation (DOT). The label must be placed so that the warning statement is clearly

legible and conspicuous, meaning that it must appear with such prominence and conspicuousness that it is likely to be read and understood by buyers under the ordinary conditions of purchase.

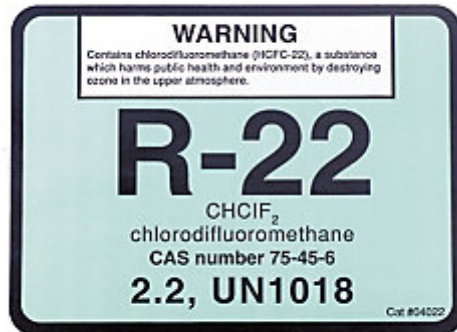


Figure 1 DOT Shipping Label

Federal law requires that each cylinder display green a 4" x 4" DOT diamond "non-flammable gas" label. Figure 2 is an example of this type of label.



Figure 2 DOT Hazardous Material Label

Figure 3 is an example of a Refrigerant usage tag to be attached to a Refrigerant cylinder. Use of this tag is optional.

RECOVERY TROUBLESHOOTING	
If using:	Then:
An empty recovery cylinder	Evacuate to ensure no contamination occurs.
An unknown/unlabeled recovery cylinder that already contains Refrigerant	Determine or test Refrigerant quality and type.
A recovery unit equipped with an automatic low pressure shutoff	Wait and watch for at least five minutes after the unit shuts off when System goes into vacuum to determine whether all liquid and residual vapors have been withdrawn. A rise in pressure indicates more Refrigerant to Recover.
A recovery unit which automatically restarts on System pressure rise	Let it cycle until all possible Refrigerant has been Recovered. This type of unit must not be operated unattended.
A refrigeration unit with a suspected air-side or water-side leak	Recover only to atmospheric temperature to prevent air from entering the System and document this action.

Mixed Refrigerants

When Refrigerants are unintentionally mixed, they are known as “mixed Refrigerants” (as opposed to commercially available zeotropic or azeotropic “blends”). Refrigerants should never be mixed together; mixed Refrigerants adversely impact performance and capacity of operating Systems, equipment operating costs, and equipment warranties. Cost of Disposal of mixed Refrigerants is higher than for non-mixed Refrigerants.

To reduce the probability of unintentionally mixing Refrigerants, follow these guidelines:

- Properly clear recovery devices, or dedicate recovery devices to a specific Refrigerant.
- Dedicate cylinders to a specific Refrigerant. Cylinders used for Recovered/Recycled Refrigerants should be marked to clearly indicate the Refrigerant.
- Ensure that containers are free of oil and other contaminants. Recovery of liquid Refrigerant can increase the likelihood of contaminated cylinders because of oil entrainment.
- Keep accurate records of Refrigerant inventory and use.

Determine the presence of mixed Refrigerants with a laboratory test; or check the saturation pressure and temperature of the Refrigerant in the System and compare with the published values for this Refrigerant in a pressure-temperature chart. If you discover your Appliance or System contains mixed Refrigerants, Evacuate and Recycle or Reclaim the Refrigerant; then return to System.

Storage of Refrigerants

Store Refrigerant outdoors whenever possible. Do not store more than 330 pounds of Refrigerant in a machinery room outside an Appliance or System (see ASHRAE 15 and 26). If Freon® is stored inside in

other than machinery rooms, ensure adequate ventilation is installed and maintained in the space. Ocean Cold has a fixed leak detection System; the sensors are tested and calibrated according to the manufacturer's specifications.

The Refrigerant in all cylinders containing Freon and stored for use at the Facility will be tracked on *Form F-Freon Tracking Log* and identified by cylinder number.

Lubricants

Use of Lubricants in Refrigeration Systems

Use only the type of lubricant that is specified by both the System and Refrigerant manufacturers. Do not mix lubricants in Systems. Mixing of lubricants can cause System problems.

Lubricants – Disposal

Refrigerant oil is considered a hazardous waste if it contains more than 4,000 parts per million (ppm) of dissolved Refrigerant and if it is not headed for reclamation. Most Refrigerant oil that has been exposed to a refrigeration System or a recovery process contains greater than 5,000 ppm of dissolved Refrigerant and acid gas. It is the contracted Disposal service's responsibility to determine if used oil does or does not exceed the regulatory limits for toxicity characteristic (TC) constituents. Used oil that fails the TC must be disposed of in accordance with hazardous waste regulations. Because used oil from refrigeration equipment may contain appreciable levels of contaminants, it is important to maintain records that document the source of the oil and its ultimate Disposal.



NOTE: Do not mix used Refrigerant oils with other types of used oil!

Regulatory Requirements Glossary

Glossary

Many of these terms are also defined in EPA regulations at 40 C.F.R. Part 82, Subpart F, and/or in the Consent Decree.

Appliance or Refrigeration Appliance (per the Consent Decree) means all Industrial Process Refrigeration Appliances, as defined in 40 C.F.R. § 82.152, that are located in Ocean Companies' Facilities and that "normally contain" (as defined in 40 C.F.R. §§ 82.152) more than 50 pounds of Refrigerant. Large, custom-built assemblages of refrigeration equipment at a single Facility that share a single Refrigerant charge and constitute a single closed-loop refrigeration System, are a single Refrigeration Appliance for the purpose of the Consent Decree. The words **System** and **Appliance** are used interchangeably in this manual.

Approved Equipment Testing Organization means any organization which has applied for and received approval from the Administrator pursuant to 40 CFR 82.160.

Certified Refrigerant Recovery or Recycling Equipment means equipment manufactured before November 15, 1993, that meets the standards in 40 CFR 82.158(c), (e), or (g); equipment certified by an Approved Equipment Testing Organization to meet the standards in 40 CFR 82.158(b), (d), or (f); or equipment certified pursuant to 40 CFR 82.36(a).

CFC Chlorofluorocarbons (CFCs) are gas or liquid compounds that contain atoms of chlorine, fluorine, and carbon. CFCs are used as Refrigerants, solvents, foam blowing agents, and in other smaller applications.

Class I Substances means those substances that exceed a certain threshold with regard to ozone-depletion potential, including CFCs and Halons (NOTE: Production and importation of CFCs and Halons is no longer permitted under the Montreal Protocol. All use will cease as acceptable Substitutes are found.). The list of Class I Substances can be found at 40 C.F.R. Part 82, Appendix A to Subpart A.

Class II Substances means those substances that are below the Class I Substance threshold for ozone-depleting potential. The list of Class II Substances can be found at 40 C.F.R. Part 82, Appendix B to Subpart A. Currently, all HCFCs are Class II Substances.

Commercial Refrigeration means, for the purposes of 40 CFR 82.156(i), the Refrigeration Appliances utilized in the retail food and cold storage warehouse sectors. Retail food includes the refrigeration equipment found in supermarkets, convenience stores, restaurants and other food service establishments. Cold storage includes the equipment used to store meat, produce, dairy products, and other perishable goods of the equipment contains large Refrigerant charges, typically over 75 pounds.

Current Charge means the measured amount of Refrigerant in an Appliance that has been set at the start of a Refrigerant Year, in accordance with the procedures described in this manual and in the Consent Decree. The Consent Decree uses this term in lieu of "Full Charge."

Disposal means the process leading to and including:

1. The discharge, deposit, dumping or placing of any discarded Appliance into or on any land or water;

2. The disassembly of any Appliance for discharge, deposit, dumping or placing of its discarded component parts into or on any land or water; or
3. The disassembly of any Appliance for reuse of its component parts.

Drawdown/Evacuate means to remove something (as gas or water) from, especially by pumping.

Facility or **Facilities** (per Consent Decree) means the following Facilities owned or operated by Ocean Companies in Westport, Washington: Ocean Gold's seafood processing Facility located at 1804 North Nyhus Street, Ocean Cold's cold storage and seafood processing Facility located at 1601 Year Out Drive, and the ice manufacturing Facility ("Icehouse") operated by Ocean Gold and located on the Point Chehalis dock.

Follow-Up Verification Test means, for the purposes of 40 CFR 82.156(i), those tests that involve checking the Repairs within 30 days of the Appliance's returning to Normal Operating Characteristics and Conditions. Follow-Up Verification Tests for Appliances from which the Refrigerant charge has been Evacuated means a test conducted after the Appliance or portion of the Appliance has resumed operation at Normal Operating Characteristics and Conditions of temperature and pressure, except in cases where sound professional judgment dictates that these tests will be more meaningful if performed prior to the return to Normal Operating Characteristics and Conditions. A Follow-Up Verification Test with respect to Repairs conducted without evacuation of the Refrigerant charge means an additional verification test conducted after the Initial Verification Test and usually within 30 days of Normal Operating Conditions. Where an Appliance is not Evacuated, it is only necessary to conclude any required changes in pressure, temperature or other conditions to return the Appliance to Normal Operating Characteristics and Conditions.

Freon[®] means, for purposes of this manual, any substances consisting in part or whole of Class I or Class II Ozone-Depleting Substances (such as CFCs, HCFCs, and Halons) that are used for heat transfer purposes and that provide a cooling effect. Because the only Refrigerants used by the Companies at this time are Freon[®], this manual uses the terms **Freon**[®] and **Refrigerant** interchangeably. Other substances used for cooling purposes, such as ammonia and CO₂, are not considered "Refrigerants," are not regulated in the same way and are not covered by this plan.

Full Charge² means the amount of Refrigerant required for Normal Operating Characteristics and Conditions of the Appliance as determined by using one or a combination of the following four methods:

1. Use the equipment manufacturer's determination of the correct Full Charge for the equipment;
2. Determine the Full Charge by making appropriate calculations based on component sizes, density of Refrigerant, volume of piping, and other relevant considerations;
3. Use actual measurements of the amount of Refrigerant added or Evacuated from the Appliance; and/or

² Note that the Consent Decree requires the use of a specific current charge calculation while in effect. The definition of Full Charge will not be needed while complying with the Consent Decree.

4. Use an established range based on the best available data regarding the Normal Operating Characteristics and Conditions for the Appliance, where the midpoint of the range will serve as the Full Charge.

Halons are compounds that contain bromine that are used primarily as fire extinguishing agents. Halons release ozone-destroying bromine, which is many times more effective at destroying ozone than chlorine.

HCFC Hydrochlorofluorocarbons (HCFCs), are a subset of CFCs. HCFCs are used primarily as Refrigerants and also deplete the ozone layer, though much less quickly than CFCs. As a result, HCFCs have been used as transitional Substitutes for CFCs as the United States moves toward eliminating use of Ozone-Depleting Substances.

High-Pressure Appliance means an Appliance that uses a Refrigerant with a liquid phase saturation pressure between 170 psia and 355 psia at 104 °F. This definition includes but is not limited to Appliances using R-401A, R-409A, R-401B, R-411A, R-22, R-411B, R-502, R-402B, R-408A, and R-402A.

Holding Charge means a small quantity of Refrigerant vapor or an inert gas, nitrogen, which is charged into a component of a refrigeration System while it is awaiting assembly; the charge is at slightly higher than atmospheric pressure in order to avoid the ingress of air and moisture into the component.

Industrial Process Refrigeration means, for the purposes of 40 CFR 82.156(i), complex customized Appliances used in the chemical, pharmaceutical, petrochemical and **manufacturing** industries. These Appliances are directly linked to the industrial process. This sector also includes industrial ice machines, Appliances used directly in the generation of electricity, and ice rinks. Where one Appliance is used for both Industrial Process Refrigeration and other applications, it will be considered Industrial Process Refrigeration equipment if 50 percent or more of its operating capacity is used for Industrial Process Refrigeration.

Industrial Process Shutdown means, for the purposes of 40 CFR 82.156(i), that a Facility temporarily ceases to operate or manufacture whatever is being produced on the Facility.

Initial Verification Test means, for the purposes of 40 CFR 82.156(i), those leak tests that are conducted as soon as practicable after the Repair is completed. An Initial Verification Test, with regard to the leak Repairs that require the evacuation of the Appliance or portion of the Appliance, means a test conducted prior to the replacement of the full Refrigerant charge and before the Appliance or portion of the Appliance has reached operation at Normal Operating Characteristics and Conditions of temperature and pressure. An Initial Verification Test with regard to Repairs conducted without the evacuation of the Refrigerant charge means a test conducted as soon as practicable after the conclusion of the Repair work.

Leak Rate³ means the rate at which an Appliance is losing Refrigerant, measured between Refrigerant charges. The Leak Rate is expressed in terms of the percentage of the Appliance's Full Charge (Current

³ While the Consent Decree is in effect, "Current Charge" will replace "Full Charge" for all leak rate calculations.

Charge per the Consent Decree) that would be lost over a 12-month period if the current rate of loss were to continue over that period. The rate is calculated using only one of the following methods for all Appliances located at a Facility:

1. Method 1:

Step 1. Take the number of pounds of Refrigerant added to the Appliance to return it to a Full Charge and divide it by the number of pounds of Refrigerant the Appliance normally contains at Full Charge;

Step 2. Take the shorter of the number of days that have passed since the last day Refrigerant was added or 365 days and divide that number by 365 days;

Step 3. Take the number calculated in Step 1 and divide it by the number calculated in Step 2; and

Step 4. Multiply the number calculated in Step 3 by 100 to obtain a percentage.

Method 1 is summarized in the following formula:

NOTE: Fraction obtained in STEP 2 has been inverted for STEP 3 (allowing multiplication of numbers obtained in STEPS 1 and 2 – per rules of math).

$$\begin{array}{rcccl}
 \text{Leak Rate} & = & \text{STEP 1} & & \text{STEPS 2 and 3} & & \text{STEP 4} \\
 (\% \text{ per year}) & & \frac{\text{pounds of Refrigerant added}}{\text{pounds of Refrigerant in Full Charge}} & \times & \frac{365 \text{ days per year}}{\text{shorter of: (a) \# of days since Refrigerant was last added, or (b) 365 days}} & \times & 100\%
 \end{array}$$

2. Method 2:

Step 1. Take the sum of the quantity of Refrigerant added to the Appliance over the previous 365-day period (or over the period that has passed since leaks in the Appliance were last Repaired, if that period is less than one year),

Step 2. Divide the result of Step 1 by the quantity (e.g., pounds) of Refrigerant the Appliance normally contains at Full Charge, and

Step 3. Multiply the result of Step 2 by 100 to obtain a percentage.

Method 2 is summarized in the following formula:

$$\begin{array}{rcc}
 \text{STEP 1 and 2} & & \text{STEP 3}
 \end{array}$$

$$\text{Leak Rate (\% per year)} = \frac{\text{pounds of Refrigerant added: (a) over previous 365-day period, or (b) since leaks were last Repaired, if that period is less than one year}}{\text{pounds of Refrigerant in Full Charge}} \times 100\%$$

Low-Loss Fitting means any device that is intended to establish a connection between hoses, Appliances, or recovery or Recycling machines and that is designed to close automatically or to be closed manually when disconnected, minimizing the release of Refrigerant from hoses, Appliances, and recovery or Recycling machines.

Low-Pressure Appliance means an Appliance that uses a Refrigerant with a liquid phase saturation pressure below 45 psia at 104 °F. This definition includes but is not limited to Appliances using R-11, R-123, and R-113.

Medium-Pressure Appliance means an Appliance that uses a Refrigerant with a liquid phase saturation pressure between 45 psia and 170 psia at 104 °F. This definition includes but is not limited to Appliances using R-114, R-124, R-12, R-401C, R-406A, and R-500.

Mothballing means the intentional shutting down of a Refrigeration Appliance or System undertaken for an extended period of time by the owners or operators of the Facility, where the Refrigerant has been Evacuated from the Appliance or System, or the affected isolated section of the Appliance or System, at least to atmospheric pressure.

MVAC (Motor vehicle air conditioner) means any Appliance that is a motor vehicle air conditioner as defined in 40 CFR part 82, subpart B.

MVAC-Like Appliance means mechanical vapor compression, open-drive compressor Appliances with a normal charge of 20 pounds or less of Refrigerant used to cool the driver's or passenger's compartment of an off-road motor vehicle. This includes the air-conditioning equipment found on agricultural or construction vehicles. This definition is not intended to cover Appliances using R-22 Refrigerant.

Non-Exempt Substitute means any chemical or product, whether existing or new, that is used by any Person as an EPA approved replacement for a Class I or II Ozone-Depleting Substance that is not exempt from deliberate Venting (exempted Substitutes are **ammonia** in commercial or Industrial Process Refrigeration or absorption units, **hydrocarbons** in Industrial Process Refrigeration, **chlorine** in Industrial Process Refrigeration, **carbon dioxide** in any application, **nitrogen** in any application, or **water** in any application).

Normal Operating Characteristics or Conditions means, for the purposes of 40 CFR 82.156(i), temperatures, pressures, fluid flows, speeds and other characteristics that would normally be expected for a given process load and ambient condition during operation. Normal Operating Characteristics and Conditions are marked by the absence of atypical conditions affecting the operation of the Refrigeration Appliance.

Normally Containing a quantity of Refrigerant means containing the quantity of Refrigerant within the Appliance or Appliance component when the Appliance is operating with a Full Charge of Refrigerant.

Opening An Appliance means any service, maintenance, Repair, or Disposal of an Appliance that would release Refrigerant from the Appliance to the atmosphere unless the Refrigerant was Recovered previously from the Appliance. Connecting and disconnecting hoses and gauges to and from the Appliance to measure pressures within the Appliance and to add Refrigerant to or Recover Refrigerant from the Appliance shall not be considered “opening.”

Ozone-Depleting Substances (ODS) are compounds that contribute to stratospheric ozone depletion. ODS include chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), Halons, methyl bromide, carbon tetrachloride, hydrobromofluorocarbons, chlorobromomethane, and methyl chloroform. Class I and Class II substances are Ozone-Depleting Substances.

Parent Company means an individual, corporation, partnership, association, joint-stock company, or an unincorporated organization that can direct or cause the direction of management and policies of another entity, through the ownership of shares or otherwise.

Person means any individual or legal entity, including an individual, corporation, partnership, association, state, municipality, political subdivision of a state, Indian tribe, and any agency, department, or instrumentality of the United States, and any officer, agent, or employee thereof.

PSIG means pound-force per square inch gauge.

Purge means to rid, clear, or free of something.

Reclaim Refrigerant means to reprocess Refrigerant to certain specifications and to verify that the Refrigerant meets these specifications.

Recover Refrigerant means to remove Refrigerant in any condition from an Appliance and to store it in an external container without necessarily testing or processing it in any way.

Recovery Efficiency means the percentage of Refrigerant in an Appliance that is Recovered by a piece of Recycling or recovery equipment.

Recycle Refrigerant means to extract Refrigerant from an Appliance and clean Refrigerant for reuse without meeting all of the requirements for reclamation. In general, Recycled Refrigerant is Refrigerant that is cleaned using oil separation and single or multiple passes through devices, such as replaceable core filter-driers, which reduce moisture, acidity, and particulate matter. These procedures are usually implemented at the field job site.

Refrigerant means, for purposes of this manual, any substances consisting in part or whole of Class I or Class II Ozone-Depleting Substances (such as CFCs, HCFCs, and Halons) that are used for heat transfer purposes and that provide a cooling effect. Because the only Refrigerants used by the Companies at this time are Freon®, this manual uses the terms **Freon®** and **Refrigerant** interchangeably. Other substances used for cooling purposes, such as ammonia and CO₂, are not considered “Refrigerants,” are not regulated in the same way and are not covered by this plan.

Refrigerant circuit means the parts of an Appliance that are normally connected to each other (or are separated only by internal valves) and are designed to contain Refrigerant.

Refrigerant Year or **RY** (per the Consent Decree) means the period between March 15 of each calendar year and March 14 of the subsequent calendar year, as delineated in the following table:

Refrigerant Year (RY)	Dates
2016	3/15/2016-3/14/2017
2017	3/15/2017-3/14/2018
2018	3/15/2018-3/14/2019
2019	3/15/2019-3/14/2020
2020	3/15/2020-3/14/2021

Repair means to restore to sound condition after damage or injury; fix.

Retire means to take out of use. Owners or operators who Retire and **replace** an Appliance must replace the Appliance with an Appliance that uses a Refrigerant or Substitute with a lower or equivalent ozone-depleting potential.

Retrofit means to install (new or modified parts or equipment) in something previously manufactured or constructed. Owners or operators who decide to Retrofit the Appliance must use a Refrigerant or Substitute with a lower or equivalent ozone-depleting potential than the previous Refrigerant.

Self-Contained Recovery Equipment means Refrigerant Recovery or Recycling equipment that is capable of removing the Refrigerant from an Appliance without the assistance of components contained in the Appliance.

Small Appliance means any Appliance that is fully manufactured, charged, and hermetically sealed in a factory with five (5) pounds or less of a Class I or Class II substance used as a Refrigerant, including, but not limited to, refrigerators and freezers (designed for home, commercial, or consumer use), medical or industrial research refrigeration equipment, room air conditioners (including window air conditioners and packaged terminal air heat pumps), dehumidifiers, under-the-counter ice makers, vending machines, and drinking water coolers.

Stratosphere is the upper part of the earth's atmosphere, characterized by an almost constant temperature throughout its altitude, which begins at about seven miles and continues to about 50 miles. The Stratosphere is characterized by the presence of ozone gas (in the ozone layer) and by temperatures which rise slightly with altitude, due to the absorption of ultraviolet radiation.

Substitute means any chemical or product, whether existing or new, that is used by any Person as an EPA approved replacement for a Class I or II Ozone-Depleting Substance in a given refrigeration or air-conditioning end-use.

System means any device, no matter how large or small, which contains and uses a **Refrigerant** and which is used for household or commercial purposes, including any air conditioner, refrigerator, chiller, or freezer. A **closed-loop System** is considered to be a **single Appliance** or **single System**. The terms **System** and **Appliance** are used interchangeably in this manual.

Technician means any Person who performs maintenance, service, or Repair, that could be reasonably expected to release Refrigerants from Appliances, except for MVACs, into the atmosphere. Technician also means any Person who performs Disposal of Appliances, except for Small Appliances, MVACs, and MVAC-Like Appliances, that could be reasonably expected to release Refrigerants from the Appliances into the atmosphere. Performing maintenance, service, Repair, or Disposal could be reasonably expected to release Refrigerants only if the activity is reasonably expected to violate the integrity of the Refrigerant circuit. Activities reasonably expected to violate the integrity of the Refrigerant circuit include activities such as attaching and detaching hoses and gauges to and from the Appliance to add or remove Refrigerant or to measure pressure and adding Refrigerant to and removing Refrigerant from the Appliance. Activities such as painting the Appliance, rewiring an external electrical circuit, replacing insulation on a length of pipe, or tightening nuts and bolts on the Appliance are not reasonably expected to violate the integrity of the Refrigerant circuit. Performing maintenance, service, Repair, or Disposal of Appliances that have been Evacuated pursuant to 40 CFR 82.156 could not be reasonably expected to release Refrigerants from the Appliance unless the maintenance, service, or Repair consists of adding Refrigerant to the Appliance. Technician includes but is not limited to installers, contractor employees, in-house service personnel, and in some cases owners and/or operators.

Trigger Leak Rate (or Trigger Rate) are Leak Rates set by EPA for refrigeration Systems that normally contain a Full Charge (Current Charge per the Consent Decree) of more than 50 pounds. If these Leak Rates are exceeded, additional action must be taken. See the discussion of Leak Rates in the manual for more detail.

Troposphere is the lower layers of atmosphere, in which the change of temperature with height is relatively large. It is the region where clouds form, convection is active, and mixing is continuous and more or less complete.

Vent means to release or discharge (gas, for example) through an opening.

Very High-Pressure Appliance means an Appliance that uses a Refrigerant with a critical temperature below 104 °F or with a liquid phase saturation pressure above 355 psia at 104 °F. This definition includes but is not limited to Appliances using R-13 or R-503.