FILED
September 28, 2026
12:53 P.M. PST
U.S. EPA REGION 10
HEARING CLERK

BEFORE THE
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 10

In the Matter of:	)	DOCKET NO. EPCRA-10-2026-0227
	)	
PEAK PROPANE LLC	)	**EXPEDITED SETTLEMENT AGREEMENT**
	)	
Enumclaw, Washington	)	
	)	
Respondent.	)	
	)	

EXPEDITED SETTLEMENT AGREEMENT

1. The U.S. Environmental Protection Agency ("EPA") alleges that PEAK PROPANE LLC ("Respondent") failed to comply with Section 312 of EPCRA, 42 U.S.C. § 11022, and 40 C.F.R. Part 370.

2. Under Section 312 of EPCRA, 42 U.S.C. § 11022, and 40 C.F.R. Part 370, Respondent is required to prepare and submit an Emergency and Hazardous Chemical Inventory Form (Tier I or Tier II as described in 40 C.F.R. Part 370) to the Local Emergency Planning Committee ("LEPC"), the State Emergency Response Commission ("SERC"), and the fire department with jurisdiction over the facility. Pursuant to 40 C.F.R. § 370.45(a), the required information must be submitted annually by March 1 after the calendar year when the facility had hazardous chemicals present at or above threshold levels. The form must contain the information required by Section 312(d) of EPCRA, 42 U.S.C. § 11022(d), covering all hazardous chemicals required by OSHA to have an MSDS that are present at the facility at any one time during the preceding year in amounts equal to or exceeding 10,000 pounds or, in the case

U.S. Environmental Protection Agency
1200 Sixth Avenue, Suite 155, M/S 11-C07
Seattle, Washington 98101
(206) 553-1037

of an Extremely Hazardous Substance ("EHS"), in amounts equal to or exceeding 500 pounds or the Threshold Planning Quantity ("TPQ"), whichever is lower.

3. Under Section 329(5) of EPCRA, 42 U.S.C. § 11049(5), "hazardous chemical" has the meaning given to such term by Section 311(e), 42 U.S.C. § 11021(e), of EPCRA. Section 311(e) of EPCRA, 42 U.S.C. § 11049(e), defines "hazardous chemical" as the meaning given to such term by 29 C.F.R. § 1910.1200(c), which defines "hazardous chemical" as any chemical which is classified as a physical hazard or a health hazard, a simple asphyxiant, combustible dust, pyrophoric gas, or hazard not otherwise classified.

4. Propane (CAS # 74-98-6) is defined as hazardous chemical.

5. Respondent is an owner or operator of the facility at Peak Propane LLC – Central located at 1499 Farman Street North, Enumclaw, Washington ("Facility 1").

6. Respondent is an owner or operator of the facility at Peak Propane LLC – South located at 425 Wynooche Avenue East, Montesano, Washington ("Facility 2").

7. Respondent is an owner or operator of the facility at Peak Propane LLC – North located at 104 Otto Street, Port Townsend, Washington ("Facility 3").

8. Respondent is an owner or operator of the facility at Peak Propane LLC located at 11211 164th Street East, Puyallup, Washington ("Facility 4").

9. Facility 1, 2, 3 and 4 are subject to the reporting requirements of EPCRA Section 312, 42 U.S.C. § 11022, and 40 C.F.R. Part 370 because each Facility stores Propane onsite at or above the 10,000-pound reporting threshold.

10. Respondent violated Section 312 of EPCRA, 42 U.S.C. § 11022, and 40 C.F.R. § 370.20 by failing to timely submit an Emergency and Hazardous Chemical Inventory Form to the LEPC, SERC,

and the fire department with jurisdiction over each Facility for calendar year 2024 by March 1, 2025, reporting deadline.

11. The 2024 Emergency and Hazardous Chemical Inventories for Facility 1 were filed on August 1, 2025, to the SERC, the LEPC and the fire department. The 2025 Emergency and Hazardous Chemical Inventories were filed timely on February 19, 2026, to the SERC, the LEPC and the fire department.

12. The 2024 Emergency and Hazardous Chemical Inventories for Facility 2 were filed on August 1, 2025, to the SERC, the LEPC and the fire department. The 2025 Emergency and Hazardous Chemical Inventories were filed timely on February 19, 2026, to the SERC, the LEPC and the fire department.

13. The 2024 Emergency and Hazardous Chemical Inventories for Facility 3 were filed on August 1, 2025, to the SERC, the LEPC and the fire department. The 2025 Emergency and Hazardous Chemical Inventories were filed timely on February 19, 2026, to the SERC, the LEPC and the fire department.

14. The 2024 Emergency and Hazardous Chemical Inventories for Facility 4 were never filed to the SERC, the LEPC and the fire department. The 2025 Emergency and Hazardous Chemical Inventories were filed timely on February 19, 2026, to the SERC, the LEPC and the fire department.

15. EPA has determined and Respondent agrees that an appropriate penalty to settle this action is $5,000 (the "Assessed Penalty").

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

17. Payments under this Consent Agreement and the Final Order shall be paid by any of the electronic methods specified at: www.epa.gov/financial/makepayment and in accordance with

instructions provided at that webpage. Respondent must note on the payment its name and the docket number of this action.

18. Concurrently with payment, Respondent must serve copies of proof of payment to the Regional Hearing Clerk and EPA Region 10 at the following addresses:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 10
Via electronic mail to:
R10_RHC@epa.gov

Erin Williams
U.S. Environmental Protection Agency, Region 10
Via electronic mail to:
Williams.erin@epa.gov

and

U.S. Environmental Protection Agency
Cincinnati Finance Center
Via electronic mail to:
CINWD_AcctsReceivable@epa.gov

Proof of payment means, as applicable, a copy of the receipt or confirmation of payment method, and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due, and identified with the appropriate docket number and Respondent's name.

19. EPA is authorized to enter into this Expedited Settlement Agreement ("Agreement"), and this proceeding for the assessment of a civil penalty is simultaneously commenced and concluded, pursuant to Section 325 of EPCRA, 42 U.S.C. § 11045, and 40 C.F.R. § 22.13(b).

20. In signing this Agreement, for purposes of this proceeding, Respondent: (a) admits that EPA has jurisdiction over Respondent and Respondent's conduct as alleged above; (b) neither admits nor denies the factual allegations contained in this Agreement; (c) consents to the assessment of this

penalty and any conditions stated in this Agreement; and (d) waives any right to contest the allegations above, and its right to appeal the proposed attached Final Order.

21. By signing this Agreement, Respondent waives any rights or defenses that Respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the Final Order.

22. By its signature below, Respondent certifies, subject to civil and criminal penalties for making a false submission to the United States Government, that Respondent: (a) has corrected the alleged violation(s); (b) agrees to pay the Assessed Penalty; (c) agrees to submit a true and accurate proof of payment of the Assessed Penalty as set forth in Paragraph 6.

23. Upon the effective date of this Agreement and subsequent payment of the Assessed Penalty as set forth in Paragraph 13 Respondent shall be resolved of liability for Federal civil penalties for the violation(s) and facts alleged herein.

24. The penalty, including interest, paid by Respondent pursuant to the requirements of this Agreement, represents civil penalties assessed by EPA, and shall not be deductible for purposes of federal, state, or local income taxes.

25. EPA reserves all of its rights to take enforcement action for any other past, present, or future violations by Respondent of EPCRA, any other federal statute or regulation, or this Agreement. Nothing in this Agreement or Final Order is intended to, nor shall be construed to operate in any way to resolve, any criminal liability of Respondent, and nothing in this Agreement or Final Order shall be construed to limit EPA's authority to take any action against Respondent in response to conditions that may present an imminent and substantial endangerment.

26. Each party shall bear its own costs and attorney's fees, if any.

27. The Agreement authorized by EPA's execution of the Final Order attached hereto constitutes a final order under 40 C.F.R. Part 22.

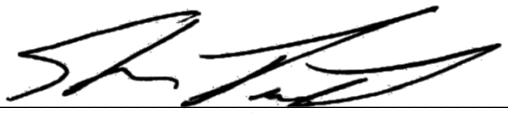
28. This Agreement is binding on the parties signing below. Upon signature of the parties and approval by the Regional Judicial Officer, this Agreement and Final Order shall be filed with the Regional Hearing Clerk. In accordance with 40 C.F.R. § 22.31(b), the Final Order is effective upon filing with the Regional Hearing Clerk.

29. The undersigned representative certifies that he/she is authorized to execute this Agreement and to legal bind Respondent.

IT IS SO AGREED,

Respondent Name: Shawn Treat

Respondent Title (print): Vice President, Safety and Compliance

Respondent Signature:  Date: 9-21-2026

APPROVED BY EPA:

EDWARD KOWALSKI Digitally signed by EDWARD KOWALSKI Date: 2026.09.24 10:19:23 -07'00'

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

BEFORE THE
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 10

In the Matter of:	)	DOCKET NO. EPCRA-10-2026-0227
	)	
PEAK PROPANE LLC,	)	**FINAL ORDER**
	)	
Enumclaw, Washington,	)	
	)	
Respondent.	)	
	)	

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

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

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

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Seattle, Washington 98101
(206) 553-1037

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

IT IS SO ORDERED.

RICHARD MEDNICK

Digitally signed by RICHARD MEDNICK
Date: 2026.09.28 12:51:08 -07'00'

Regional Judicial Officer
EPA Region 10

Certificate of Service

The undersigned certifies that the original of the attached **EXPEDITED SETTLEMENT AGREEMENT AND FINAL ORDER, In the Matter of: PEAK PROPANE LLC, Docket No.: EPCRA-10-2026-0227,** was filed with the Regional Hearing Clerk and served on the addressees in the following manner on the date specified below:

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

Erin Williams
EPCRA Coordinator
U.S. Environmental Protection Agency
Region 10
Williams.erin@epa.gov

Mr. Shawn Treat
Vice President, Safety and Compliance
Peak Propane LLC
info@peakpropanellc.com

SALEE PORTER

Digitally signed by SALEE PORTER
Date: 2026.09.29 14:39:48 -07'00'

Regional Hearing Clerk
EPA Region 10