

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6
DALLAS, TEXAS

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REGIONAL HEARING CLERK
EPA REGION VI

IN THE MATTER OF:)

SEABOARD FOODS LLC)
GUYMON, OKLAHOMA)

RESPONDENT)
_____)

DOCKET NO. CAA-06-2017-3514

CONSENT AGREEMENT AND FINAL ORDER

The Director of the Superfund Division of the United States Environmental Protection Agency (EPA), Region 6 (Complainant) and Seaboard Foods LLC (Respondent) in the above-referenced proceeding, hereby agree to resolve this matter through the issuance of this Consent Agreement and Final Order (CAFO).

I. PRELIMINARY STATEMENT

1. This proceeding for the assessment of civil penalties is brought by EPA pursuant to Section 113(d) of the Clean Air Act (CAA), 42 U.S.C. § 7413(d), and is simultaneously commenced and concluded through the issuance of this CAFO pursuant to 40 C.F.R. §§ 22.13(b), 22.18(b)(2) and (3), and 22.34.

2. For the purposes of this proceeding, the Respondent admits the jurisdictional allegations contained herein; however, the Respondent neither admits nor denies the specific factual allegations and legal conclusions contained in this CAFO.

3. The Respondent explicitly waives any right to contest the allegations and its right to appeal the proposed Final Order set forth therein, and waives all defenses which have been raised or could have been raised to the claims set forth in the CAFO.

4. Compliance with all the terms and conditions of this CAFO shall only resolve the Respondent's liability for Federal civil penalties for those violations and facts which are set forth herein.

5. The Respondent consents to the issuance of the CAFO, to the assessment and payment of the civil penalty in the amount and by the method set forth in this CAFO, and the conditions specified in the CAFO.

6. Each undersigned representative of the parties to this agreement certifies that he or she is fully authorized by the party represented to enter into the terms and conditions of this agreement, to execute it, and to legally bind that party to it.

7. This CAFO shall apply to and be binding upon the Respondent, its officers, directors, servants, employees, agents, authorized representatives, successors and assigns.

II. FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. PRELIMINARY ALLEGATIONS

8. Seaboard Foods LLC (Respondent) is an Oklahoma limited liability company.

9. "Person" is defined in Section 302(e) of the CAA, 42 U.S.C. § 7602(e), as "an individual, corporation, partnership, association, State, municipality, political subdivision of a State, and any agency of the United States and any officer, agent, or employee thereof."

10. The Respondent is a "person" as defined by Section 302(e) of the CAA, 42 U.S.C. § 7602(e).

11. The Respondent operates a pork processing plant located at 2700 N.E. 28th Street, Guymon, Oklahoma 73942.

12. "Stationary source" is defined by Section 112(r)(2)(C) of the CAA, 42 U.S.C. § 7412(r)(2)(C), and 40 C.F.R. § 68.3 as meaning:

any buildings, structures, equipment, installations or substance emitting stationary activities which belong to the same industrial group, which are located on one or more contiguous properties, which are under the control of the same person (or persons under common control), and from which an accidental release may occur.

13. The Respondent's facility identified in Paragraph 11 is a "stationary source" as that term is defined by Section 112(r)(2)(C) of the CAA, 42 U.S.C. § 7412(r)(2)(C), and 40 C.F.R. § 68.3.

14. The Respondent is the owner and/or operator of the stationary source identified in Paragraph 11.

15. Ammonia (anhydrous) is a "regulated substance", as set forth in 40 C.F.R. § 68.130.

16. The threshold quantity for ammonia (anhydrous) is 10,000 pounds.

17. "Process" is defined in 40 C.F.R. § 68.3 as meaning

any activity involving a regulated substance including any use, storage, manufacturing, handling, or on-site movement of such substances, or combination of activities. For the purpose of this definition, any group of vessels that are interconnected, or separate vessels that are located such that a regulated substance could be involved in a potential release, shall be considered a single process.

18. The Respondent operates the following anhydrous ammonia refrigeration systems at the stationary source identified in Paragraph 11:

A. Main System; and

B. Auxiliary System.

19. The Respondent has exceeded the threshold quantity for ammonia (anhydrous) at the anhydrous ammonia refrigeration system (Main System).

20. The Respondent has exceeded the threshold quantity for ammonia (anhydrous) at the anhydrous ammonia refrigeration system (Auxiliary System).

21. "Covered process" is defined in 40 C.F.R. § 68.3 as meaning "a process that has a regulated substance present in more than a threshold quantity as determined under § 68.115."

22. The processes identified in Paragraphs 18.A and 18.B. are each a “covered process” as that term is defined by 40 C.F.R. § 68.3.

23. The covered processes identified in Paragraphs 18, 19, 20, and 22 are subject to the “Program 3” requirements of the RMP regulations and must, among other things, comply with the Program 3 Prevention Program of 40 C.F.R. Part 68, Subpart D.

24. Section 113(d)(1) of the CAA, 42 U.S.C. § 7413(d), authorizes EPA to bring an administrative action if the first alleged date of violation occurred more than twelve (12) months prior to the initiation of the action, if the Administrator and the United States Attorney General jointly determine that the matter is appropriate for administrative action.

25. EPA and the U.S. Department of Justice have jointly determined that the Complainant can administratively assess a civil penalty even though the alleged violations have occurred more than twelve (12) months prior to the initiation of the administrative action.

26. On or about August 19, 2014, and March 30, 2015, a representative of EPA conducted an inspection of the Respondent’s facility.

27. On or about February 10, 2016, EPA issued a Clean Air Act Section 114 Information Request Letter (Information Request) to the Respondent pursuant to Section 114 of the CAA, 42 U.S.C. § 7414.

28. On or about April 18, 2016, the Respondent submitted its Response to the Information Request. The Respondent submitted written responses to EPA correspondence and supplement information requests on June 8, 15, and 16, 2016; on September 13, 2016; on October 17, 2016; and on February 24, 2017.

B. VIOLATIONS

Count One - Failure to Timely Determine and Document Responses to Deficiencies in 2014 and 2015 Compliance Audits

29. 40 C.F.R. § 68.79 provides the following:

(a) The owner or operator shall certify that they have evaluated compliance with the provisions of this subpart at least every three years to verify that procedures and practices developed under this subpart are adequate and are being followed.

* * * *

(c) A report of the findings of the audit shall be developed.

(d) The owner or operator shall promptly determine and document an appropriate response to each of the findings of the compliance audit, and document that deficiencies have been corrected.

30. On or about January 13, 2014, the Respondent conducted a compliance audit for the covered processes at the facility identified in Paragraph 11.

31. The Respondent failed to timely determine and document an appropriate response to certain findings for the compliance audit identified in Paragraph 30.

32. On or about May 26 - 27, 2015, the Respondent conducted a compliance audit for the covered processes at the facility identified in Paragraph 11.

33. The Respondent failed to timely determine and document an appropriate response to certain findings for the compliance audit identified in Paragraph 32.

34. Therefore, the Respondent violated 40 C.F.R. § 68.79(d) by failing to timely determine and document appropriate responses to certain findings of two compliance audits.

Count Two – Failure to Follow Operating Procedures – February 26, 2014 Incident

35. 40 C.F.R. § 68.69(a) provides that the owner or operator shall develop and implement written operating procedures that provide clear instructions for safely conducting

activities involved in each covered process consistent with process safety information and shall address at least the following elements:

A. Steps for each operating phase:

1. Initial startup;
2. Normal operations;
3. Temporary operations;
4. Emergency shutdown including the conditions under which emergency shutdown is required, and the assignment of shutdown responsibility to qualified operators to ensure that emergency shutdown is executed in a timely manner;
5. Emergency operations;
6. Normal shutdown; and
7. Startup following a turnaround, or after an emergency shutdown.

B. Operating Limits.

36. The Ross Tunnel and Ross Accumulator are part of the Auxillary System covered process.

37. On or about February 26, 2014, a release of approximately 425 pounds of anhydrous ammonia occurred at the facility identified in Paragraph 11.

38. The cause of the release was a broken ¼" male threaded purge valve.

39. The Respondent's incident investigation conducted after the February 26, 2014 ammonia release stated the following:

A. The ¼" purge valve was partially broken from either a factory defect or over torquing when installed during the expansion in 2013.

B. The Hand Expansion Valve feeding the Ross Accumulator was also found at four turns open. The normal is only two turns open. The Hand Expansion Valve feeding the coils on the Ross Tunnel was open seven turns. This is normally only 2.5 turns open.

C. Some conditions which contributed to the cause of the incident include a transfer solenoid valve was in the fully open in the manual condition which would energize the transfer

solenoid valve. The Ross Accumulator was in a high level condition which would energize the transfer solenoid valve to be open. The Ross liquid pump was on which allows liquid flow through the transfer solenoid valve. The Ross Tunnel freezer was in the defrost/clean up mode which allowed hot gas to exit the freezer unit until its defrost relief line which ties into the same suction header at the transfer line.

40. The Ross Accumulator (GCS) Operating Procedure requires the following:

A. The Hand Expansion Valve feeding the Ross Accumulator is opened two turns.

B. The Hand Expansion Valve feeding the coils on the Ross Tunnel is opened 2.5 turns.

41. Therefore, the Respondent violated 40 C.F.R. § 68.69(a) by failing to properly implement certain operating procedures for the Ross Accumulator.

Count Three – Failure to Maintain Process Safety Information

42. 40 C.F.R. § 68.65(a) and (d)(1)(i) provide that in accordance with the schedule set forth in § 68.67, the owner or operator shall complete a compilation of written process safety information before conducting any process hazard analysis required by the rule. The compilation of written process safety information is to enable the owner or operator and the employees involved in operating the process to identify and understand the hazards posed by those processes involving regulated substances. This process safety information shall include information pertaining to the hazards of the regulated substances used or produced by the process, information pertaining to the technology of the process, and information pertaining to the equipment in the process. Information pertaining to the equipment in the process shall include materials of construction.

43. On or about May 2, 2014, a release of approximately 5,140 pounds of anhydrous ammonia occurred at the facility identified in Paragraph 11. The release occurred when a one

inch, schedule 40 seamed nipple which was under insulation, had broken off at the threads at the CS-216 evaporator unit. Two other pipes were later discovered to be constructed of schedule 40 steel.

44. The Respondent's process safety information requires that pipe 1 ½ inch diameter or smaller be schedule 80 steel.

45. On or about February 10, 2016, EPA issued a Clean Air Act Section 114 Information Request Letter (Request) to the Respondent pursuant to Section 114 of the CAA, 42 U.S.C. §

7414. Question 14 of the Request stated the following:

Provide a copy of the process safety information relating to the materials of construction for the three lines of piping that were schedule 40 steel (as referenced in your December 19, 2014 Letter to EPA). This information includes, but is not limited to:

- A. Line identification number;
- B. Engineering documents;
- C. Purchase orders;
- D. Manufacturer's specification;
- E. Work orders; and
- F. As built drawings.

46. In its Response, the Respondent stated that "[w]e have searched all storage locations where we would expect relevant records to be kept and are unable to locate the process safety information from the original construction of the plant in 1996."

47. Therefore, the Respondent violated 40 C.F.R. § 68.65(d)(1) by failing to compile information regarding the materials of construction of the three pipes identified in Paragraph 57.

Count Four – Failure to Ensure Equipment is Installed Properly – April 26, 2016 Incident

48. 40 C.F.R. § 68.73(f)(2) provides that appropriate checks and inspections shall be performed to ensure that equipment is installed properly and consistent with design specifications and manufacturer's instructions.

49. On or about April 25, 2016, a release of approximately 667 pounds of anhydrous ammonia from Valve Alley (CS-41) suction valve occurred at the facility set forth in Paragraph 11.

50. Over-torquing of the bolts on the valve at the time the valve was replaced, which resulted in differential pressure on the gasket and eventual failure of the gasket, contributed to the release.

51. Therefore, the Respondent violated 40 C.F.R. § 68.73(f)(2) by failing to ensure that the valve identified in Paragraph 49 was installed properly and consistent with design specifications and manufacturer's instructions.

III. TERMS OF SETTLEMENT

A. CIVIL PENALTY

52. For the reasons set forth above, the Respondent has agreed to pay a civil penalty of **Forty-Nine Thousand, One Hundred Seventy-Six Dollars (\$49,176)**.

53. Within thirty (30) days of the effective date of this CAFO, the Respondent shall pay the assessed civil penalty by company check, certified check, cashier's check, or wire transfer, made payable to "Treasurer, United States of America, EPA - Region 6". Payment shall be remitted in one of three (3) ways: regular U.S. Postal mail (including certified mail), overnight mail, or wire transfer. For regular U.S. Postal mail, U.S. Postal Service certified mail, or U.S. Postal Service express mail, the check should be remitted to:

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

For overnight mail (non-U.S. Postal Service, e.g. Fed Ex), the check should be remitted to:

U.S. Bank
Government Lockbox 979077
US EPA Fines & Penalties
1005 Convention Plaza
SL-MO-C2-GL
St. Louis, MO 63101
Phone No. (314) 418-1028

For wire transfer, the payment should be remitted to:

Federal Reserve Bank of New York
ABA: 021030004
Account No. 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, NY 10045
Field Tag 4200 of the Fedwire message should read
"D 68010727 Environmental Protection Agency" with a phone number of (412) 234-4381".

PLEASE NOTE: Docket Number CAA-06-2017-3514 shall be clearly typed on the check or other method of payment to ensure proper credit. If payment is made by check, the check shall also be accompanied by a transmittal letter and shall reference the Respondent's name and address, the case name, and docket number of the CAFO. If payment is made by wire transfer, the wire transfer instructions shall reference the Respondent's name and address, the case name, and docket number of the CAFO. The Respondent shall also send a simultaneous notice of such payment, including a copy of the check and transmittal letter, or wire transfer instructions to the following:

Elizabeth Rogers
RMP Enforcement Officer
Superfund Prevention and Response Branch (6SF-EP)
U.S. EPA, Region 6
1445 Ross Avenue, Suite 1200
Dallas, TX 75202-2733

Lorena Vaughn
Regional Hearing Clerk (6RC-D)
U.S. EPA, Region 6
1445 Ross Avenue, Suite 1200
Dallas, TX 75202-2733

The Respondent's adherence to this request will ensure proper credit is given when penalties are received in the Region.

54. The Respondent agrees not to claim or attempt to claim a federal income tax deduction or credit covering all or any part of the civil penalty paid to the United States Treasurer.

55. If the Respondent fails to submit payment within thirty (30) days of the effective date of this CAFO, the Respondent may be subject to a civil action to collect any unpaid portion of the assessed penalty, together with interest, handling charges, and nonpayment penalties as set forth below.

56. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, unless otherwise prohibited by law, EPA will assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim. Interest on the civil penalty assessed in this CAFO will begin to accrue thirty (30) days after the effective date of the CAFO and will be recovered by EPA on any amount of the civil penalty that is not paid by the respective due date. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 13.11(a). Moreover, the costs of the Agency's administrative handling of overdue debts will be charged and assessed monthly throughout the period the debt is overdue. *See* 40 C.F.R. § 13.11(b).

57. EPA will also assess a \$15.00 administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the payment is due and an additional

\$15.00 for each subsequent thirty (30) day period that the penalty remains unpaid. In addition, a penalty charge of up to six percent per year will be assessed monthly on any portion of the debt which remains delinquent more than ninety (90) days. *See* 40 C.F.R. § 13.11(c). Should a penalty charge on the debt be required, it shall accrue from the first day payment is delinquent. *See* 31 C.F.R. § 901.9(d). Other penalties for failure to make a payment may also apply.

58. Pursuant to Section 113(d)(5) of the CAA, 42 U.S.C. § 7413(d)(5), any person who fails to pay on a timely basis a civil penalty ordered or assessed under this section shall be required to pay, in addition to such penalty and interest, the United States enforcement expenses, including but not limited to, attorneys fees and costs incurred by the United States for collection proceedings, and a quarterly nonpayment penalty for each quarter during which such failure to pay persists. Such nonpayment penalty shall be 10 percent of the aggregate amount of such person's outstanding penalties and nonpayment penalties accrued as of the beginning of each quarter.

59. This CAFO is considered a "prior violation" for the purpose of demonstrating a "history of noncompliance" under the Clean Air Act Stationary Source Penalty Policy, and the Combined Enforcement Policy for Clean Air Act Sections 112(r)(1), 112(r)(7), and 40 C.F.R. Part 68 (June 2012).

B. SUPPLEMENTAL ENVIRONMENTAL PROJECT

60. The Respondent shall purchase and donate to the Guymon, Oklahoma Fire Department a High Pressure Breathing Air Compressor for filling breathing air cylinders used by the Guymon Fire Department in emergency response activities. The equipment to be donated is described in more detail in Attachment A to this CAFO. The equipment shall be donated no later than six months from the effective date of this CAFO.

61. The Respondent is responsible for the satisfactory completion of the SEPs. The total expenditure for the SEPs described in Paragraph 60 shall be no less than \$62,000. The Respondent hereby certifies that the cost information provided to EPA in connection with EPA's approval of the SEP is complete and accurate, and that the Respondent in good faith estimates that the cost to implement the SEP is \$62,684. Eligible SEP costs do not include inventory on hand, overhead, additional employee time and salary, administrative expenses, legal fees, and oversight of a contractor. The Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report.

62. The Respondent hereby certifies that as of the date of this CAFO, the Respondent is not required to perform or develop the SEP by any federal, state or local law or regulation; nor is the Respondent required to perform or develop the SEP by any other agreement, grant, or as injunctive relief in this or any other case. The Respondent further certifies that the SEP was not a project that the Respondent was planning or intending to construct, perform, or implement other than in settlement of this action. Finally, the Respondent certifies that it has not received, and is not presently negotiating to receive credit in any other enforcement action for this SEP, and that the Respondent will not receive reimbursement for any portion of the SEP from another person or entity.

63. The Respondent also certifies that it is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as the SEP described in Paragraph 60, and that it has inquired of the Guymon, Oklahoma Fire Department whether it is a party to an open federal financial assistance transaction that is funding or could fund the same activity as the SEP and has been informed by the Guymon, Oklahoma Fire Department that it is not a party to such a transaction.

64. Any public statement, oral or written, in print, film, or other media, made by the Respondent making reference to the SEP under this CAFO from the date of its execution of this CAFO shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action against Seaboard Foods, LLC taken on behalf of the EPA to enforce federal laws."

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

SEP Completion Report

66. The Respondent shall submit a SEP Completion Report to EPA within thirty (30) days after completion of the SEP. The SEP Completion Report shall contain the following information:

- A. A detailed description of the SEP as implemented;
- B. A description of any operating or logistical problems encountered and the solutions thereto;
- C. Itemized final costs with copies of receipts for all expenditures;
- D. Certification that the SEP has been fully implemented pursuant to the provisions of this CAFO; and
- E. A description of the environmental, emergency preparedness, and/or public health benefits resulting from implementation of this SEP.

67. The Respondent agrees that failure to timely submit the final SEP Completion Report shall be deemed a violation of this CAFO and Respondent shall become liable for stipulated penalties pursuant to Paragraph 72.F.

68. In itemizing its costs in the SEP Completion Report, Respondent shall clearly identify and provide acceptable documentation for all eligible SEP costs. Where the SEP Completion Report includes costs not eligible for SEP credit, those costs must be clearly identified as such. For purposes of this Paragraph, "acceptable documentation" includes invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment is being made. Canceled drafts do not constitute acceptable documentation unless such drafts specifically identify and itemize the individual costs of the goods and/or services for which payment is being made.

69. The Respondent shall submit the following certification in the SEP Completion Report, signed by a responsible corporate official:

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

70. After receipt of the SEP Completion Report described in Paragraph 66 above, EPA will notify the Respondent, in writing, regarding: (a) any deficiencies in the SEP Report itself along with a grant of an additional thirty (30) days for Respondent to correct any deficiencies; or (b) indicate that EPA concludes that the project has been completed satisfactorily; or (c) determine that the project has not been completed satisfactorily and seek stipulated penalties in accordance with Paragraph 72 below.

71. If EPA elects to exercise option (a) in Paragraph 70 above, i.e., if the SEP Report is determined to be deficient but EPA has not yet made a final determination about the adequacy of SEP completion itself, then EPA shall permit the Respondent the opportunity to object in writing to the notification of deficiency given pursuant to Paragraph 70 within fifteen (15) days of

receipt of such notification. EPA and the Respondent shall have an additional thirty (30) days from the receipt by EPA of the notification of objection to reach agreement on changes necessary to the SEP Report. If agreement cannot be reached on any such issue within this thirty (30) day period, EPA shall provide a written statement of its decision on adequacy of the completion of the SEP to Respondent, which decision shall be final and binding upon the Respondent. The Respondent agrees to comply with any requirements imposed by EPA as a result of any failure to comply with the terms of this CAFO. In the event the SEP is not completed as reasonably contemplated herein, as determined by EPA, stipulated penalties shall be due and payable by Respondent to EPA in accordance with Paragraph 72 herein.

Stipulated Penalties for Failure to Complete SEP/Failure to Spend Agreed-On Amount

72. In the event that the Respondent fails to comply with any of the terms or provisions of this CAFO relating to the performance of the SEP described in Paragraph 60 of this CAFO and/or to the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP described in Paragraph 61 above, the Respondent shall be liable for stipulated penalties according to the provisions set forth below:

A. Except as provided in subparagraph (B) immediately below, for a SEP which has not been completed satisfactorily pursuant to this CAFO, the Respondent shall pay a stipulated penalty to the United States in the amount of \$50,147.

B. If the SEP is not completed in accordance with Paragraphs 60 – 61, but EPA determines that the Respondent: a) made good faith and timely efforts to complete the project; and b) certifies, with supporting documentation, that at least 90 percent of the amount of money which was required to be spent was expended on the SEP, the Respondent shall not be liable for any stipulated penalty.

C. If the SEP is completed in accordance with Paragraphs 60 – 61, but the Respondent spent less than 90 percent of the amount of money required to be spent for the project, the Respondent shall pay a stipulated penalty to the United States in the amount of \$25,074.

D. If the SEP is completed in accordance with Paragraphs 60 – 61 and the Respondent spent at least 90 percent of the amount of money required to be spent for the project, the Respondent shall not be liable for any stipulated penalty.

E. If the Respondent fails to timely complete the SEP (not including the SEP Completion Report) for any reason, the Respondent shall pay stipulated penalties as follows:

<u>Period of Noncompliance</u>	<u>Penalty Per Violation Per Day</u>
1st through 15th day	\$ 500
16th through 30th day	\$ 1,000
31st day and beyond	\$ 2,500

F. For failure to submit the SEP Completion Report required by Paragraph 66 above, the Respondent shall pay a stipulated penalty in the amount of \$500 for each day after the report was originally due, until the report is submitted.

73. The determinations of whether the SEP has been satisfactorily completed and whether the Respondent has made a good faith, timely effort to implement the SEP shall be in the sole discretion of EPA.

74. Stipulated penalties for Paragraphs 72.E and 72.F above shall begin to accrue on the day after performance is due, and shall continue to accrue through the final day of the completion of the activity.

75. Respondent shall pay stipulated penalties not more than thirty (30) days after receipt of written demand by EPA for such penalties. Method of payment shall be in accordance with

the provisions of Paragraph 53 herein. Interest and late charges shall be paid as stated in Paragraphs 56 – 57 herein.

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

C. NOTIFICATION

77. Unless otherwise specified elsewhere in this CAFO, whenever notice is required to be given, whenever a report or other document is required to be forwarded by one party to another, or whenever a submission or demonstration is required to be made, it shall be directed to the individuals specified below at the addresses given (in addition to any action specified by law or regulation), unless these individuals or their successors give notice in writing to the other party that another individual has been designated to receive the communication:

Complainant:

Elizabeth Rogers
RMP Enforcement Officer
Superfund Prevention and Response Branch (6SF-EP)
U.S. EPA, Region 6
1445 Ross Avenue, Suite 1200
Dallas, TX 75202-2733

Respondent:

Jennifer Charno Nelson
Senior Director of Environmental Affairs
Seaboard Foods LLC
9000 West 67th Street
Suite 200
Shawnee Mission, KS 66202

With a copy to:

David Becker
General Counsel
Seaboard Corporation
9000 West 67th Street
Suite 300
Shawnee Mission, KS 66202

D. COMPLIANCE

78. The Respondent hereby certifies that as of the date of the execution of this CAFO, that it has corrected the violations alleged herein, and is now, to the best of its knowledge, in compliance with all applicable requirements of Section 112(r) of the CAA, 42 U.S.C. § 7412(r) and 40 C.F.R. Part 68.

E. MODIFICATION

79. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except as otherwise specified in this CAFO, or upon the written agreement of the Complainant and the Respondent, and approved by the Regional Judicial Officer, and such modification or amendment being filed with the Regional Hearing Clerk.

F. RETENTION OF ENFORCEMENT RIGHTS

80. EPA does not waive any rights or remedies available to EPA for any other violations by the Respondents of Federal or State laws, regulations, or permitting conditions.

81. Nothing in this CAFO shall relieve the Respondent of the duty to comply with Section 112(r) of the CAA, 42 U.S.C. § 7412(r), and 40 C.F.R. Part 68.

82. Nothing in this CAFO shall limit the power and authority of EPA or the United States to take, direct, or order all actions to protect public health, welfare, or the environment, or prevent, abate or minimize an actual or threatened release of hazardous substances, pollutants, contaminants, hazardous substances on, at or from the Respondent's facility whether related to

the violations addressed in this CAFO or otherwise. Furthermore, nothing in this CAFO shall be construed to prevent or limit EPA's civil and criminal authorities, or that of other Federal, State, or local agencies or departments to obtain penalties or injunctive relief under other Federal, State, or local laws or regulations.

83. The Complainant reserves all legal and equitable remedies available to enforce the provisions of this CAFO. In any such action to enforce the provisions of this CAFO, the Respondent shall not assert, and may not maintain, any defense of laches, statute of limitations, or any other equitable defense based on the passage of time. This CAFO shall not be construed to limit the rights of the EPA or United States to obtain penalties or injunctive relief under the Clean Air Act or its implementing regulations, or under other federal or state laws, regulations, or permit conditions.

84. In any subsequent administrative or judicial proceeding initiated by the Complainant or the United States for injunctive relief, civil penalties, to enforce the provisions of this CAFO, or other appropriate relief relating to this Facility, the Respondent shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the Complainant or the United States in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims for civil penalties that have been specifically resolved pursuant to this CAFO.

85. The Respondent waives any right it may possess at law or in equity to challenge the authority of the EPA or the United States to bring a civil action in a United States District Court to compel compliance with this CAFO and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action. The Respondent also consents

to personal jurisdiction in any action to enforce this CAFO in the appropriate Federal District Court.

86. In any action to enforce this CAFO, the Respondent also waives any and all remedies, claims for relief, and otherwise available rights to judicial or administrative review that the Respondent may have with respect to any issue of law or fact set forth in this CAFO, including any right of judicial review under Section 307(b)(1) of the Clean Air Act, 42 U.S.C. § 7607(b)(1).

87. This CAFO is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. The Respondent is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits. The Respondent's compliance with this CAFO shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The Complainant does not warrant or aver in any manner that the Respondent's compliance with any aspect of this CAFO will result in compliance with provisions of the Clean Air Act or with any other provisions of federal, State, or local laws, regulations, or permits.

G. COSTS

88. Except as provided in Paragraph 58, each party shall bear its own costs and attorney's fees.

H. TERMINATION

89. At such time as the Respondent believes it is in compliance with all of the requirements of this CAFO, it may request that EPA concur whether all of the requirements of this CAFO have been satisfied. Such request shall be in writing and shall provide the necessary documentation to establish whether there has been full compliance with the terms and conditions

of this CAFO. EPA will respond to said request in writing within sixty (60) days of receipt of the request. This CAFO shall terminate when all actions required to be taken by this CAFO have been completed, and the Respondents have been notified by the EPA in writing that this CAFO has been satisfied and terminated.


I. EFFECTIVE DATE


90. This CAFO, and any subsequent modifications, become effective upon filing with the Regional Hearing Clerk.

THE UNDERSIGNED PARTIES CONSENT TO THE ENTRY OF THIS CONSENT AGREEMENT AND FINAL ORDER:

FOR THE RESPONDENT:

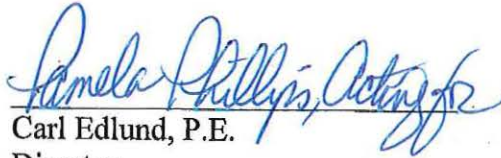
Date: 11/27/2017



Seaboard Foods LLC


FOR THE COMPLAINANT:

Date: 11/28/17

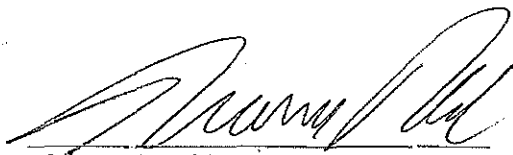


Carl Edlund, P.E.
Director
Superfund Division
EPA – Region 6

FINAL ORDER

Pursuant to the Section 113 of the CAA, 42 U.S.C. § 7413, and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, 40 C.F.R. Part 22, the foregoing Consent Agreement is hereby ratified. This Final Order shall not in any case affect the right of EPA or the United States to pursue appropriate injunctive relief or other equitable relief for criminal sanctions for any violations of law. This Final Order shall resolve only those causes of action alleged herein. Nothing in this Final Order shall be construed to waive, extinguish or otherwise affect the Respondent's (or its officers, agents, servants, employees, successors, or assigns) obligation to comply with all applicable federal, state, and local statutes and regulations, including the regulations that were the subject of this action. The Respondent is ordered to comply with the terms of settlement as set forth in the Consent Agreement. Pursuant to 40 C.F.R. § 22.31(b), this Final Order shall become effective upon filing with the Regional Hearing Clerk.

Date: 12/5/17


Thomas Rucki
Regional Judicial Officer

ATTACHMENT A
SUPPLEMENTAL ENVIRONMENTAL PROJECT

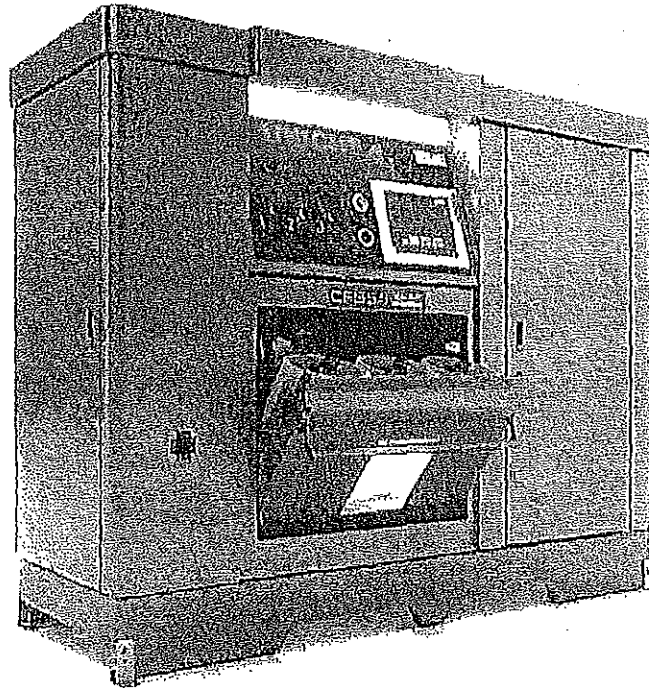
UNICUS 41

4 AND 5-STAGE HIGH PRESSURE BREATHING AIR COMPRESSORS

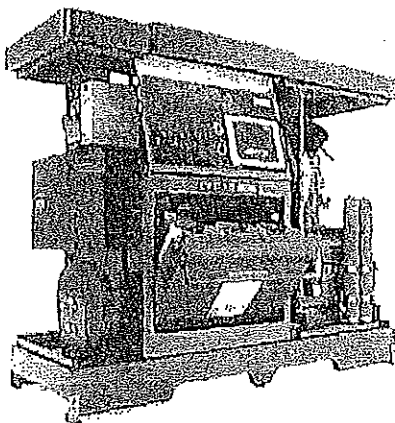
This game-changing filling station employs our state-of-the-art control system centered around a 15-inch HMI touch screen interface, which allows the operator to manage the entire system from the single-point touch screen. UNICUS 41 has several innovative optional features including BAUER Gas-Tek™ monitoring system, Lab On Locale 2™ and RFID Reader.

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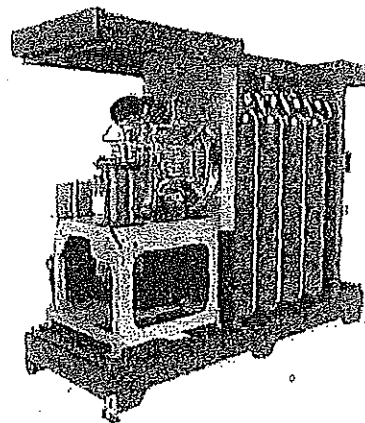
- › **PRESSURE:**
5000 to 6000 PSIG
(345 to 414 BAR)
- › **CHARGING RATE:**
13 to 26.4 SCFM
(368 to 748 L/MIN)
- › **POWER:**
10 to 20 HP
(7.5 to 15 kW)



› UNICUS 41



› UNICUS 41
(SHOWING INSIDE FRONT)



› UNICUS 41
(SHOWING INSIDE BACK)

STANDARD SCOPE OF SUPPLY

- › BAUER breathing air purification system with SECURUS
- › BAUER 15-Inch HMI touch-screen interface
- › Solid state auto cascade system
- › Compressor low oil pressure and high temperature safety shutdowns
- › Emergency stop push button
- › Ergonomic system-operations panel
- › Ergonomically designed stainless steel fill adaptors with integral bleed valve
- › Automatic condensate drain system with non-corrosive condensate reservoir and integrated float sensor and automatic "Full" indication and compressor shutdown
- › Two (2) ASME code stamped air cylinders installed in an integral rack designed to hold four cylinders
- › NFPA 1901 2016 edition compliant 3 position containment fill station accommodates SCBA or SCUBA cylinders up to 31" overall length

SYSTEM FOOTPRINT

- DIMENSIONS L x W x H inches (mm)**
- › 101" x 38" x 78" (2565mm x 965mm x 1981mm)
- WEIGHT pounds (kg)**
- › 4350 - 4550 lb (1973 - 2064 kg)

AVAILABLE ACCESSORIES (FACTORY INSTALLED)

- › BAUER Gas-Tek™ gas monitoring system
- › Lab on Locale 2™ accredited remote air testing system
- › RFID Reader which reads and records data from the RFID equipped cylinders
- › Hose reel for 100' of high pressure breathing air hose
- › Reg/RF
- › Dual Fill/3 position
- › Tri Fill/3 position
- › Additional air storage cylinders

TECHNICAL DATA

Model	Capacity/Flow		Number of Cylinders	Capacity		Flow	Purification System
	SCFM	L/MIN		HP	kW		
4000 PSI (275 BAR)							
UNICUS 41-24-E3	24.4	718	4	70	19	22	P5 SECURUS
UNICUS 41-20-E3	21	595	4	15	11	17.5	P5 SECURUS
3000 PSI (207 BAR)							
UNICUS 41-13-E1/E3	13	368	4	10	7.5	10.0	P2 SECURUS
UNICUS 41-18-E3	18	510	4	15	11	15	P5 SECURUS
UNICUS 41-25-E3	25.2	714	5	20	15	21	P5 SECURUS

** Capacity is based on 100% O2 at 100% RH and 70°F (21°C) and 100% humidity. Flow is based on 100% O2 at 100% RH and 70°F (21°C) and 100% humidity. Flow is based on 100% O2 at 100% RH and 70°F (21°C) and 100% humidity.



Search



Breathing Air Systems

Home (en) - Products (en/products-solutions) Breathing Air Systems (en/products-solutions/breathing-air-systems) Firefighting (en/products-solutions/breathing-air-systems/firefighting) - UNICUS® 4I

Industrial Air Systems (en/products-solutions/industry-air-systems)

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Firefighting (en/products-solutions/breathing-air-systems/firefighting)

Air Purification Systems (en/products-solutions/breathing-air-systems/air-purification-systems)

Air Storage (en/products-solutions/breathing-air-systems/air-storage)

Air Cascade (en/products-solutions/breathing-air-systems/air-cascade)

Containment For Blowers (CFB 5.68) (en/products-solutions/breathing-air-systems/containment-blowers-56-cfb-56-c2%AE)

Mini VERTICUS™ and MAXI VERTICUS™ (en/products-solutions/breathing-air-systems/mini-verticus%2%AE-and-maxi-verticus%2%AE)

Mini UNICUS® (en/products-solutions/breathing-air-systems/mini-unicus%2%AE)

OFFSHORE (en/products-solutions/breathing-air-systems/offshore)

Open Designs (en/products-solutions/breathing-air-systems/open-designs)

T-COM® Lite Tailor (en/products-solutions/breathing-air-systems/t-com-lite-tailor)

T-COM® 13H26H Tailor (en/products-solutions/breathing-air-systems/t-com-13h26h-tailor)

UNICUS® III® (en/products-solutions/breathing-air-systems/unicus-iii%2%AE)

UNICUS® 4I (en/products-solutions/breathing-air-systems/unicus-4i%2%AE)

VERTECOND® (en/products-solutions/breathing-air-systems/vertecond%2%AE)

SCUBA Diving (en/products-solutions/breathing-air-systems/scuba-diving)

Military Breathing Air Products (en/products-solutions/breathing-air-systems/military-breathing-air-products)

LEGACY Program (en/products-solutions/breathing-air-systems/legacy-program)

O₂ and Gas Breathing Air (en/products-solutions/breathing-air-systems/o2-and-gas-breathing-air)

Compressor Sizing Questions (en/products-solutions/breathing-air-systems/compressor-sizing-questions-2)

O₂ and Gas (en/products-solutions/o2-and-gas)

CNG (en/products-solutions/cng)

Nitrogen (en/products-solutions/nitrogen)

Plastics Technology (en/products-solutions/plastics-technology)

CSA Military (en/products-solutions/csa)

Paintball / Live-Load Law Enforcement (en/products-solutions/paintball-load-law-enforcement-compressors)

Public Safety (en/products-solutions/public-safety)

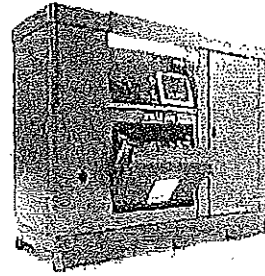
UNICUS® 4I

This game-changing fill station employs our state-of-the-art control system with a 12-inch HMI touch-screen interface, which allows the operator to manage the entire system from the single-point touch screen.

Benefits Include:

- The integrated 12-inch HMI touch screen allows operators to control the entire system from a central location with full visual interface of all system functions.
- The optional BAUER Gas-Tek™ gas monitoring system utilizes state-of-the-art gas sensor technology with real-time assessment of breathing air quality to ensure safety. Trace elements of CO and other harmful gases in excess of preset limits will force the compressor to shut off and display an alarm on the HMI touch screen. The HMI will also automatically prompt a quarantine system calibration in accordance with NFPA guidelines.
- The optional Lab On Wheels™ facilitates real-time sampling of the compressed air and transmits the readings via internal uplink to an accredited laboratory to verify quality air sample testing/repairs as prescribed by NFPA 1983.
- The optional RFID Reader (Data-Logging Interface) automatically reads and records data from the RFID equipped SCBA cylinders. Simply set the cylinder in one of three (3) fill positions and the scanner antenna will automatically provide the

data collection or preservation of the test file along with serial number and the bottle's total number of fills. NFPA 1889 data collection made easy.



UNICUS 41

(https://www.bauercomp.com/files/default/Products/Images/UNICUS41_D1.png)



(https://www.bauercomp.com/files/default/Products/Images/UNICUS41_D2.png)

Description

Specifications

Technical Data

Downloads

DIMENSIONS L X W X H inches (mm)

> 101 x 70 x 38 (2565 x 1781 x 965)

WEIGHT pounds (kg)

> 4350 - 4660 (1973 - 2094)

*Weights are based on a unit equipped with 4 ASMEs





Compressor Compartment

- > Capable of accommodating a 13 to 26 SCFM charge rate
- > Insulated cabinet design for "Against the Wall" installation

©BAUER COMPRESSORS, INC. is registered to ISO 9001, 1328 Azalea Garden Rd. Norfolk, Virginia 23502

Vendor Form ([Vendor-Form](#)) Customer Satisfaction Survey (<https://www.gulfcoastback.com/1810ZWo5R>) Privacy Statement ([Privacy-Statement](#)) Legal Statement ([Legal-Information](#))

8 p

 (<https://www.facebook.com/BauerComp>)  (<https://twitter.com/BauerCompressor>)  (<https://www.linkedin.com/company/bauer-compressors-inc-1>) 
(https://www.youtube.com/channel/UCZx7_Y-GGV5xghED2OAUtUA)

CONRAD FIRE EQUIPMENT, INC.

887 N. Jan-Mar Court Olathe, KS 66061
 www.CONRADFIRE.com
 (913) 780-5521
 (800) 779-5521
 (913) 780-5251 Fax

QUOTATION 132704

CUSTOMER NO.
1805

BILL TO:

CASH CUSTOMER

SHIP TO:

CASH CUSTOMER
 SEABOARD FOODS
 2700 NE 28TH ST
 GUYMON, OK 73942,

PHONE:

PAGE 1

FAX:

DATE	SHIP VIA	F.O.B.	TERMS			
10/03/17	GROUND		CASH ONLY			
PURCHASE ORDER NUMBER	ORDER DATE	SALESPERSON	OUR QUOTE NUMBER			
BAUER COMPRESSOR	10/03/17	163 179	132704			
QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT		
ORDERED	SHIPPED					
1		BAA.UN4I/13-E3 UNICUS4i, 6000PSIG, 13SCFM, 3PHAS	48,347.23	48,347.23		
2		BAA.CYL-9/6K ASME 6000 CYL W/RV & CLAMPS	2,806.31	5,612.62		
1		BAA.GT/CO/4I GAS TBK MONITOR (CAL GAS INCLD'D	3,298.63	3,298.63		
CUSTOMER WILL BE RESPONSIBLE FOR ANY ASSOCIATED FREIGHT CHARGES -FREIGHT CAN BE BETWEEN, BUT NOT LIMITED TO, THE \$750.00 TO \$1,000.00 RANGE. AN ACCURATE FREIGHT ESTIMATE CAN BE OBTAINED PRIOR TO PLACING AN ORDER AS RATES OFTEN CHANGE						
Product Total	Discount	Freight	Taxable Amount	Tax	Misc. Amt.	QUOTATION TOTAL
57,258.48	0.00		57,258.48	5,425.24		62,683.72
"WE APPRECIATE YOUR BUSINESS"						
RETURNED GOODS WILL NOT BE ACCEPTED WITHOUT PRIOR RETURN AUTHORIZATION NUMBER FROM CONRAD FIRE EQUIPMENT. ALL RETURNS ARE SUBJECT TO A RESTOCKING FEE.						

CERTIFICATE OF SERVICE

I hereby certify that on the 5th day of December, 2017, the original and one copy of the foregoing Consent Agreement and Final Order (CAFO) was hand delivered to the Regional Hearing Clerk, U.S. EPA - Region 6, 1445 Ross Avenue, Dallas, Texas 75202-2733, and that a true and correct copy of the CAFO was sent to the following by certified mail, return receipt requested 7014 0150 0000 2454 5569:

Jennifer Charno Nelson
Director of Environmental Affairs
Seaboard Foods LLC
9000 West 67th Street
Suite 200
Shawnee Mission, KS 66202