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**U. S. ENVIRONMENTAL PROTECTION AGENCY  
REGION 7  
11201 RENNER BOULEVARD  
LENEXA, KANSAS 66219  
BEFORE THE ADMINISTRATOR**

**In the Matter of** )  
 )  
**United Cooperatives, Inc.** ) **Docket No. CAA-07-2018-0214**  
 )  
**Respondent.** )

**CONSENT AGREEMENT AND FINAL ORDER**

**Preliminary Statement**

The U.S. Environmental Protection Agency, Region 7 (EPA or Complainant), and United Cooperatives, Inc. (Respondent) have agreed to a settlement of this action before the filing of a complaint, and thus this action is simultaneously commenced and concluded pursuant to Rules 22.13(b) and 22.18(b)(2) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits, 40 C.F.R. §§ 22.13(b) and 22.18(b)(2).

**Jurisdiction**

1. This proceeding is an administrative action for the assessment of civil penalties instituted pursuant to Section 113(d) of the Clean Air Act (CAA), 42 U.S.C. § 7413(d). Pursuant to Section 113(d) of the CAA, 42 U.S.C. § 7413(d), the Administrator and the Attorney General jointly determined that this matter, in which the first date of alleged violation occurred more than twelve months prior to the initiation of the administrative action, was appropriate for administrative penalty action.

2. This Consent Agreement and Final Order serves as notice that the EPA has reason to believe that Respondent has violated the Chemical Accident Prevention Provisions in 40 C.F.R. Part 68, promulgated pursuant to Section 112(r) of the CAA, 42 U.S.C. § 7412(r), and that Respondent is therefore in violation of Section 112(r) of the CAA, 42 U.S.C. § 7412(r). Furthermore, this Consent Agreement and Final Order serves as notice pursuant to Section 113(d)(2)(A) of the CAA, 42 U.S.C. § 7413(d)(2)(A), of the EPA's intent to issue an order assessing penalties for these violations.

**Parties**

3. Complainant, by delegation from the Administrator of the EPA and the Regional Administrator, EPA, Region 7, is the Director of the Air and Waste Management Division, EPA,

Region 7.

4. Respondent is United Cooperatives, Inc., a corporation in good standing under the laws of, and doing business in, the state of Missouri, which owns and operates an anhydrous ammonia sales facility located at 690 Clinton Avenue in Osborn, Missouri (Respondent's Facility).

### **Statutory and Regulatory Background**

5. On November 15, 1990, the President signed into law the CAA Amendments of 1990. The Amendments added Section 112(r) to Title I of the CAA, 42 U.S.C. § 7412(r), which requires the Administrator of the EPA to, among other things, promulgate regulations in order to prevent accidental releases of certain regulated substances. Section 112(r)(3), 42 U.S.C. § 7412(r)(3), mandates that the Administrator promulgate a list of regulated substances, with threshold quantities, and defines the stationary sources that will be subject to the chemical accident prevention regulations mandated by Section 112(r)(7). Specifically, Section 112(r)(7), 42 U.S.C. § 7412(r)(7), requires the Administrator to promulgate regulations that address release prevention, detection, and correction requirements for these listed regulated substances.

6. On June 20, 1996, the EPA promulgated a final rule known as the Risk Management Program, 40 C.F.R. Part 68, which implements Section 112(r)(7) of the CAA, 42 U.S.C. § 7412(r)(7). This rule requires owners and operators of stationary sources to develop and implement a risk management program that includes a hazard assessment, a prevention program and an emergency response program.

7. The regulations at 40 C.F.R. Part 68 set forth the requirements of a risk management program that must be established at each stationary source. The risk management program is described in a Risk Management Plan ("RMP") that must be submitted to the EPA.

8. Pursuant to Section 112(r)(7) of the CAA, 42 U.S.C. § 7412(r)(7), and 40 C.F.R. § 68.150, an RMP must be submitted for all covered processes by the owner or operator of a stationary source that has more than a threshold quantity of a regulated substance in a process no later than the latter of June 21, 1999, or the date on which a regulated substance is first present above the threshold quantity in a process.

9. The regulations at 40 C.F.R. § 68.10 set forth how the Chemical Accident Prevention Provisions apply to covered processes. Pursuant to 40 C.F.R. § 68.10(c), a covered process is subject to Program 2 requirements if the process does not meet the eligibility requirements of either Program 1 or Program 3, as described in 40 C.F.R. § 68.10(b) and (d), respectively.

10. Section 113(d) of the CAA, 42 U.S.C. § 7413(d), states that the Administrator may issue an administrative order against any person assessing a civil administrative penalty of up to \$25,000 per day of violation whenever, on the basis of any available information, the Administrator finds that such person has violated or is violating any requirement or prohibition of Section 112(r)(7)(1) of the CAA, 42 U.S.C. § 7412(r)(7)(1), and its implementing regulations.

The Federal Civil Penalties Inflation Adjustment Act of 1990, 28 U.S.C. § 2461, as amended by the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3701, and most recently by the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015, 28 U.S.C. § 2461, and implementing regulations at 40 C.F.R. Part 19, increased these statutory maximum penalties to \$37,500 per day for violations that occurred from January 12, 2009, through November 2, 2015; to \$45,268 per day for violations that occurred after November 2, 2015 and for which penalties were assessed on or after January 15, 2017 but before January 15, 2018; and to \$46,192 per day for violations that occurred after November 2, 2015 and for which penalties are assessed on or after January 15, 2018.

### **Definitions**

11. Section 302(e) of the CAA, 42 U.S.C. § 7602(e), defines “person” to include any individual, corporation, partnership, association, State, municipality, political subdivision of a State, and any agency department, or instrumentality of the United States and any officer, agent, or employee thereof.

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

13. The regulations at 40 C.F.R. § 68.3 define “regulated substance” as any substance listed pursuant to Section 112(r)(3) of the CAA, as amended, in 40 C.F.R. § 68.130.

14. The regulations at 40 C.F.R. § 68.3 define “threshold quantity” as the quantity specified for regulated substances pursuant to Section 112(r)(5) of the CAA, as amended, listed in 40 C.F.R. § 68.130 and determined to be present at a stationary source as specified in 40 C.F.R. § 68.115.

15. The regulations at 40 C.F.R. § 68.3 define “process” as any activity involving a regulated substance including any use, storage, manufacturing, handling or on-site movement of such substances, or combination of these activities. For the purposes 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.

### **General Factual Allegations**

16. Respondent is, and at all times referred to herein was, a “person” as defined by Section 302(e) of the CAA, 42 U.S.C. § 7602(e).

17. Respondent’s Facility is a “stationary source” pursuant to 40 C.F.R. § 68.3.

18. Anhydrous ammonia is a “regulated substance” pursuant to 40 C.F.R. § 68.3. The threshold quantity for anhydrous ammonia, as listed in 40 C.F.R. § 68.130, is 10,000 pounds.

19. On or about June 1, 2017, representatives of the EPA conducted an inspection of Respondent's Facility to determine compliance with Section 112(r) of the CAA and 40 C.F.R. Part 68.

20. Information gathered during the EPA inspection revealed that Respondent had greater than 10,000 pounds of anhydrous ammonia in a process at its facility.

21. From the time Respondent first had onsite greater than 10,000 pounds of anhydrous ammonia in a process, Respondent was subject to the requirements of Section 112(r) of the CAA, 42 U.S.C. § 7412(r), and 40 C.F.R. Part 68 because it was an owner and operator of a stationary source that had more than a threshold quantity of a regulated substance in a process.

22. From the time Respondent first had onsite greater than 10,000 pounds of anhydrous ammonia in a process, Respondent was subject to Program 2 prevention program requirements because pursuant to 40 C.F.R. § 68.10(c), the process does not meet the eligibility requirements of either Program 1 or Program 3, as described in 40 C.F.R. § 68.10(b) and (d), respectively.

23. From the time Respondent first had onsite greater than 10,000 pounds of anhydrous ammonia in a process, Respondent was required under Section 112(r)(7) of the Clean Air Act, 42 U.S.C. § 7412(r)(7), to submit an RMP pursuant to 40 C.F.R. § 68.12(a) and comply with the Program 2 requirements provided at 40 C.F.R. § 68.12(c) and detailed in Subpart C.

### **Allegations of Violation**

24. Complainant hereby states and alleges that Respondent has violated the CAA and federal regulations promulgated thereunder as follows:

#### **Count 1**

25. The facts stated in Paragraphs 16 through 23 above are herein incorporated.

26. The regulation at 40 C.F.R. § 68.12(c)(2) requires the owner or operator of a stationary source with a process subject to Program 2 to conduct a hazard assessment as provided in 40 C.F.R. §§ 68.20 through 68.42.

27. The EPA inspection revealed that Respondent failed to conduct a hazard assessment as provided in 40 C.F.R. §§ 68.20 through 68.42, as required by 40 C.F.R. § 68.12(c)(2). Specifically:

- (a) Respondent failed to estimate the population within a circle with its center at the point of the release and a radius determined by the distance to endpoint defined in 40 C.F.R. § 60.22(a), as required by 40 C.F.R. § 68.30(a); and

- (b) Respondent failed to maintain records on the offsite consequence analyses assumptions and rationale for the selection of the worst case and alternate release scenarios, as required by 40 C.F.R. §§ 68.39(a) and (b).

28. Respondent's failures to conduct a hazard assessment pursuant to the requirements provided in 40 C.F.R. §§ 68.20 through 68.42, as required by 40 C.F.R. § 68.12(c)(2), are violations of Section 112(r)(7) of the CAA, 42 U.S.C. § 7412(r)(7).

Count 2

29. The facts stated in Paragraphs 16 through 23 above are herein incorporated.

30. The regulation at 40 C.F.R. § 68.12(c)(3) requires the owner or operator of a stationary source with a process subject to Program 2 to implement the Program 2 prevention requirements provided in 40 C.F.R. §§ 68.48 through 68.60, or the Program 3 prevention requirements provided in 40 C.F.R. §§ 68.65 through 68.87.

31. The EPA inspection revealed that Respondent failed to implement Program 2 prevention requirements provided in 40 C.F.R. §§ 68.48 through 68.60, or the Program 3 prevention requirements provided in 40 C.F.R. §§ 68.65 through 68.87, as required by 40 C.F.R. § 68.12(c)(3). Specifically:

- (a) Respondent failed to ensure that the process was designed in compliance with recognized and generally accepted good engineering practices with respect to emergency signage, vegetation/weeds under bulk vessels and nurse tanks, vehicle barriers, and distance from bulk vessels and nurse tanks to nearby homes, as required by 40 C.F.R. § 68.48(b), or 40 C.F.R. § 68.65(d)(2);
- (b) Respondent failed to identify all hazards associate with the process, including the proximity of the facility to a home and the firehouse, as required by 40 C.F.R. § 68.50(a), or 40 C.F.R. § 68.67; and
- (c) Respondent failed to implement maintenance procedures to maintain the ongoing mechanical integrity of the process equipment by failing to keep maintenance records including the nurse tank pressure relief valve maintenance records per their maintenance operating procedures, as required by 40 C.F.R. §68.56(a), or 40 C.F.R. § 68.73.

32. Respondent's failures to comply with Program 2 prevention requirements provided in 40 C.F.R. §§ 68.48 through 68.60, or Program 3 prevention requirements provided in 40 C.F.R. §§ 68.65 through 68.87, as required by 40 C.F.R. § 68.12(c)(3), are violations of Section 112(r)(7) of the CAA, 42 U.S.C. § 7412(r)(7).

**CONSENT AGREEMENT**

33. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2),  
Respondent:

- (a) admits the jurisdictional allegations set forth herein;
- (b) neither admits nor denies the specific factual allegations stated herein;
- (c) consents to the assessment of a civil penalty, as stated herein;
- (d) consents to the issuance of any specified compliance or corrective action order;
- (e) consents to any conditions specified herein;
- (f) consents to any stated Permit Action;
- (g) waives any right to contest the allegations set forth herein; and
- (h) waives its rights to appeal the Final Order accompanying this Consent Agreement.

34. Respondent consents to the issuance of this Consent Agreement and Final Order and consents for the purposes of settlement to the payment of the civil penalty specified herein and to completion of the Supplemental Environmental Projects (SEPs) described below.

35. Respondent and EPA agree to conciliate this matter without the necessity of a formal hearing and to bear their respective costs and attorneys' fees.

**Penalty Payment**

36. Respondent agrees that, in settlement of the claims alleged herein, Respondent shall pay a civil penalty of Six Thousand Two Hundred Fifty Dollars (\$6,250), and shall perform the SEPs as set forth in this Consent Agreement and Final Order. The SEPs are further described below.

37. Respondent shall pay the penalty within thirty (30) days of the effective date of the Final Order. Such payment shall identify Respondent by name and docket number and shall be by certified or cashier's check made payable to the "United States Treasury" and sent to:

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

or by alternate payment method described at <http://www.epa.gov/financial/makepayment>.

38. A copy of the check or other information confirming payment shall simultaneously be sent to the following:

Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region 7  
11201 Renner Boulevard  
Lenexa, Kansas 66219; and

Britt Bieri, Attorney  
Office of Regional Counsel  
U.S. Environmental Protection Agency, Region 7  
11201 Renner Boulevard  
Lenexa, Kansas 66219.

39. Respondent understands that its failure to timely pay any portion of the civil penalty may result in the commencement of a civil action in Federal District Court to recover the full remaining balance, along with penalties and accumulated interest. In such case, interest shall begin to accrue on a civil or stipulated penalty from the date of delinquency until such civil or stipulated penalty and any accrued interest are paid in full. 31 C.F.R. § 901.9(b)(1). Interest will be assessed at a rate of the United States Treasury Tax and loan rates in accordance with 31 U.S.C. § 3717. Additionally, a charge will be assessed to cover the costs of debt collection including processing and handling costs, and a non-payment penalty charge of six (6) percent per year compounded annually will be assessed on any portion of the debt which remains delinquent more than ninety (90) days after payment is due. 31 U.S.C. § 3717(e)(2).

### **Supplemental Environmental Project**

40. In response to the violations of the CAA alleged in this Consent Agreement and Final Order and in settlement of this matter, although not required by the CAA or any other federal, state, or local law, Respondent shall complete the SEPs described in this Consent Agreement and Final Order, which the parties agree are intended to secure significant environmental or public health protection and improvement.

41. Respondent shall complete each of the following SEPs, which are designed to assist in mitigating and minimizing the consequences of an accidental release of anhydrous ammonia from Respondent's facility and the attendant benefits to emergency planning and preparedness:

- (a) A comprehensive upgrade to the bulk facility plant, including underground piping leak testing, state-of-the-art leak prevention system with updated piping and valves with actuators on all existing emergency shutoff valves to make the system easier to contain (SEP No. 1). SEP No. 1 also includes the installation of a more

robust shutoff switch, which will be placed in a recognized location near the bulk tank facility;

- (b) Improvement of the grounds where the Respondent's bulk facilities are located to keep the grounds free and clear from any combustible material such as dry grass and brush. The work consists of procuring, transporting and the strategic spreading of approximately 380 tons of 2 and 3-inch treated run rock gravel on the entire grounds of the facility including the nurse tank field (SEP No. 2); and
- (c) Comprehensive safety training focused on the possible dangers of NH<sub>3</sub> and will be designed specifically for first responders serving the subject facility (SEP No. 3).

42. The proposal and description for SEP No. 1 is attached hereto as Appendix A and incorporated herein in its entirety. The proposal and description for SEP No. 2 is attached hereto as Appendix B and incorporated herein in its entirety. The proposal and description for SEP No. 3 is attached hereto as Appendix C and incorporated herein in its entirety. SEP No. 1, SEP No. 2, and SEP No. 3 shall collectively cost at least Twenty-Three Thousand Five Hundred Dollars (\$23,500). Respondent in good faith estimates that the cost to implement SEP No. 1 is approximately Twenty-Three Thousand One Hundred-Twelve Dollars (\$23,112). Respondent in good faith estimates that the cost to implement SEP No. 2 is approximately Seven Thousand Three Hundred Sixty-One Dollars (\$7,361). Respondent in good faith estimates that the cost to implement SEP No. 3 is approximately Two Thousand Seven Hundred-Twenty Dollars (\$2,720). Respondent agrees that SEP No. 1 shall be completed within 9 months of the Effective Date of this Consent Agreement and Final Order. Respondent agrees that SEPs No. 2 and 3 shall both be completed within 6 months of the Effective Date of this Consent Agreement and Final Order.

43. This SEPs shall be performed in accordance with the requirements of this Consent Agreement and Final Order.

44. Within ten (10) months of the Effective Date of this Consent Agreement and Final Order, Respondent shall submit a SEP Completion Report covering all three SEPs to the EPA contact identified in Paragraph 47 below. The SEP Completion Report shall contain the following information:

- (a) Detailed description of the SEP as implemented;
- (b) Description of any problems encountered in implementation of the projects and the solution thereto;
- (c) Description of the specific environmental and/or public health benefits resulting from implementation of the SEP and to the extent feasible, quantify the benefits associated with the SEP and provide a report setting forth how the benefits were measures or estimated; and
- (d) Certification that the SEP has been fully implemented pursuant to the provisions of this Consent Agreement and Final Order.



45. In itemizing its costs in the SEP Completion Report, Respondent shall clearly identify and provide acceptable documentation for all SEP costs. 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. Cancelled 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.

46. The SEP Completion Report shall include the statement of Respondent, through an officer, signed and certifying under penalty of law the following:

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.

47. The SEP Completion Report shall be submitted on or before the due date specified above to:

Krystal Stotts, AWMD/CORP  
U.S. Environmental Protection Agency, Region 7  
11201 Renner Boulevard  
Lenexa, Kansas 66219.

48. Any public statement, oral or written, in print, film, internet, or other media, made by Respondent making reference to the SEP under this Consent Agreement and Final Order from the date of its execution of this Consent Agreement and Final Order shall include the following language:

This project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency to enforce federal laws.

49. With regard to the SEPs, Respondent certifies the truth and accuracy of each of the following:

- (a) That all cost information provided to the EPA in connection with the EPA's approval of SEP No. 1 is complete and accurate and that Respondent in good faith estimates that the cost to implement SEP No. 1 is approximately Twenty-Three Thousand One Hundred-Twelve Dollars (\$23,112.69);
- (b) That all cost information provided to the EPA in connection with the

EPA's approval of SEP No. 2 is complete and accurate and that Respondent in good faith estimates that the cost to implement SEP No. 2 is approximately Seven Thousand Three Hundred Sixty-One Dollars (\$7,361);

- (c) That all cost information provided to the EPA in connection with the EPA's approval of SEP No. 3 is complete and accurate and that Respondent in good faith estimates that the cost to implement SEP No. 3 is approximately Two Thousand Seven Hundred-Twenty Dollars (\$2,720);
- (d) That, as of the date of executing this Consent Agreement and Final Order, Respondent is not required to perform or develop SEP No. 1, SEP No. 2, or SEP No. 3 by any federal, state, or local law or regulation and is not required to perform or develop the SEP by agreement, grant, or as injunctive relief awarded in any other action in any forum;
- (e) That neither SEP No. 1, SEP No. 2, nor SEP No. 3 are projects that Respondent was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this Consent Agreement and Final Order;
- (f) That Respondent has not received and will not receive credit for SEP No. 1, SEP No. 2, or SEP No. 3 in any other enforcement action;
- (g) That Respondent will not receive reimbursement for any portion of SEP No. 1, SEP No. 2, or SEP No. 3 from another person or entity;
- (h) Respondent is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as SEP No. 1, SEP No. 2, or SEP No. 3 described in Paragraph 41; and
- (i) Respondent has inquired of each SEP implementer whether it is a party to an open federal financial assistance transaction that is funding or could fund the same activity as SEP No. 1, SEP No. 2, or SEP No. 3, and has been informed by each implementer that it is not a party to such a transaction.

50. Stipulated penalties for failure to complete SEPs/Failure to spend agreed-on amount.

- (a) In the event Respondent fails to comply with any of the terms or provisions of this Agreement relating to the performance of the SEPs, above, and/or to the extent that the actual expenditures for the SEPs do not equal or exceed the cost of the SEPs described in this Consent Agreement and Final Order, Respondent shall be liable for stipulated penalties

according to the provisions set forth below:

- i. If SEP No. 1, SEP No. 2, and SEP No. 3 have not been completed satisfactorily and timely pursuant to this Consent Agreement and Final Order, Respondent shall pay a stipulated penalty to the United States in the amount of Twenty-Three Thousand Five Hundred Dollars (\$23,500), minus any documented expenditures determined by EPA to be acceptable for the SEPs.
  - ii. If SEP No. 1, SEP No. 2, and SEP No. 3 are completed in accordance with this Consent Agreement and Final Order, but Respondent spent less than Twenty-Three Thousand Five Hundred Dollars (\$23,500), Respondent shall pay a stipulated penalty to the United States which equals the difference between Twenty-Three Thousand Five Hundred Dollars (\$23,500) and the actual cost of implementing SEP No. 1, SEP No. 2, and SEP No. 3.
  - iii. For failure to submit the SEP Completion Report, Respondent shall pay a stipulated penalty in the amount of \$250 for each day after the report was originally due until the report is submitted.
- (b) The determinations of whether the SEPs have been satisfactorily completed and whether the Respondent has made a good faith, timely effort to implement the SEPs shall be in the sole discretion of EPA.
- (c) Stipulated penalties 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 or other resolution under this Consent Agreement and Final Order.
- (d) Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties. Method of payment shall be in accordance with the provisions of the Penalty Payment section above. Interest and late charges shall be paid as stated in Paragraph 39 herein.
- (e) Nothing in this agreement shall be construed as prohibiting, altering or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this agreement or of the statutes and regulations upon which this agreement is based, or for Respondent's violation of any applicable provision of law.
- (f) The United States may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this Consent Agreement and Final Order.

### **Effect of Settlement and Reservation of Rights**

51. Full payment of the penalty proposed in this Consent Agreement shall only resolve Respondent's liability for federal civil penalties for the violations alleged herein. Complainant reserves the right to take any enforcement action with respect to any other violations of the CAA or any other applicable law.

52. The effect of settlement described in the immediately preceding paragraph is conditioned upon the accuracy of Respondent's representations to the EPA, as memorialized in paragraph directly below.

53. Respondent certifies by the signing of this Consent Agreement that it is presently in compliance with all requirements of the CAA and its implementing regulations.

54. Full payment of the penalty proposed in this Consent Agreement shall not in any case affect the right of the Agency or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. This Consent Agreement and Final Order does not waive, extinguish or otherwise affect Respondent's obligation to comply with all applicable provisions of the CAA and regulations promulgated thereunder.

55. Complainant reserves the right enforce the terms and conditions of this Consent Agreement and Final Order.

### **General Provisions**

56. By signing this Consent Agreement, the undersigned representative of Respondent certifies that he or she is fully authorized to execute and enter into the terms and conditions of this Consent Agreement and has the legal capacity to bind the party he or she represents to this Consent Agreement.

57. This Consent Agreement shall not dispose of the proceeding without a final order from the Regional Judicial Officer or Regional Administrator ratifying the terms of this Consent Agreement. This Consent Agreement and Final Order shall be effective upon the filing of the Final Order by the Regional Hearing Clerk for EPA, Region 7. Unless otherwise stated, all time periods stated herein shall be calculated in calendar days from such date.

58. This Consent Agreement and Final Order shall apply to and be binding upon Respondent and Respondent's agents, successors and/or assigns. Respondent shall ensure that all contractors, employees, consultants, firms, or other persons or entities acting for Respondent with respect to matters included herein comply with the terms of this Consent Agreement and Final Order.

**RESPONDENT:**  
**UNITED COOPERATIVES, INC.**

Date: June 26, 2018


Richard Selby  
Signature

Richard Selby  
Name


Board President  
Title

**COMPLAINANT:**  
**U.S. ENVIRONMENTAL PROTECTION AGENCY**

Date: 7/2/2018

  
\_\_\_\_\_  
for Rebecca Weber  
Director, Air and Waste Management Division  
U.S. Environmental Protection Agency, Region 7

Date: 7/2/2018

  
\_\_\_\_\_  
Britt Bieri  
Assistant Regional Counsel  
U.S. Environmental Protection Agency, Region 7

**FINAL ORDER**

Pursuant to Section 113(d) of the CAA, 42 U.S.C. § 7413(d), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits, 40 C.F.R. Part 22, the foregoing Consent Agreement resolving this matter is hereby ratified and incorporated by reference into this Final Order.

Respondent is ORDERED to comply with all of the terms of the Consent Agreement. In accordance with 40 C.F.R. § 22.31(b), the effective date of the foregoing Consent Agreement and this Final Order is the date on which this Final Order is filed with the Regional Hearing Clerk.

IT IS SO ORDERED.

Karina Borromeo  
Karina Borromeo  
Regional Judicial Officer

July 3, 2018  
Date

**CERTIFICATE OF SERVICE**

I certify that that a true and correct copy of the foregoing Consent Agreement and Final Order was sent this day in the following manner to the addressees:

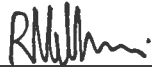
Copy delivered to Attorney for Complainant:

Britt Bieri (e-copy)

Copy via first class mail to:

United Cooperatives, Inc.  
401 N. 7<sup>th</sup> Street  
P.O. Box A  
Plattsburg, Missouri 64477-0501

Dated this 3 day of July, 2018.

  
\_\_\_\_\_  
for Lisa Haugen  
Regional Hearing Clerk



**APPENDIX A**  
**SUPPLEMENTAL ENVIRONMENTAL PROJECT – SCOPE OF WORK**  
**SEP NO. 1 - COMPREHENSIVE UPGRADE OF EMERGENCY SHUTOFF SYSTEM**  
**AND KEY LEAK DETECTION OF BULK NH<sub>3</sub> FACILITIES**

In satisfaction of its obligations under this Consent Agreement and Final Order (CAFO), United Cooperatives Inc. (Respondent) will complete the following supplemental environmental project (SEP). A SEP is a beneficial environmental project that Respondent has voluntarily agreed to undertake as part of the resolution and settlement of this matter, but one which the Respondent is not otherwise legally required to perform and that primarily benefits public health or the environment. EPA has approved the following SEP in addition to the civil penalty set forth in this CAFO, for the settlement of this matter.

1. The SEP described in this Scope of Work is designed to assist in mitigating and minimizing the consequences of an accidental release of anhydrous ammonia from Respondent's facility.
2. The SEP will involve the design and implementation of a comprehensive upgrade to the bulk facility plant. It will consist of several elements.
3. The work will involve the installation of a more robust shutoff switch, which will be placed in a recognized location near the bulk tank facility.
4. The work includes underground piping pressure testing and will also involve the design and implementation of a state-of-the-art leak detection system with updated piping and valves and will have actuators installed on all existing emergency shut off valves to make the system much easier to contain.
5. The work is planned to be performed with a budget of \$23,112.69 ( $\pm 5\%$ ) and the proposed time frame of implementation is to be completed within nine (9) months of the Effective Date of the CAFO. However, due to the technical complexities (bleeding out and sanitizing of bulk tanks prior to work commencement), this project might require the Respondent to complete the work in 2019.
6. The contractor for this work will be LPG Ventures Inc. of 971 N. Jefferson Street in Kearney Missouri. Contact tel. 816-903-1806.
7. Respondent agrees that it will submit to EPA a SEP Completion Report within ten (10) months from the Effective Date of the CAFO, which includes all key elements required by the CAFO.

**APPENDIX B**  
**SUPPLEMENTAL ENVIRONMENTAL PROJECT – SCOPE OF WORK**  
**SEP NO. 2 - IMPROVEMENT OF BULK NH3 FACILITIES GROUNDS**

In satisfaction of its obligations under this Consent Agreement and Final Order (CAFO), United Cooperatives Inc. (Respondent) will complete the following supplemental environmental project (SEP). A SEP is a beneficial environmental project that Respondent has voluntarily agreed to undertake as part of the resolution and settlement of this matter, but one which the Respondent is not otherwise legally required to perform and that primarily benefits public health or the environment. EPA has approved the following SEP in addition to the civil penalty set forth in this CAFO, for the settlement of this matter.

1. The SEP described in this Scope of Work involves the improvement of the grounds where the Respondent's bulk facilities are located. This work relates directly to an EPA concern to keep the grounds free and clear from any combustible material such as dry grass and brush.
2. The work consists of procuring, transporting and strategic spreading of 380 tons of 2 and 3 inch treated run rock gravel on the entire grounds of the facility including the nurse tank field.
3. The project will also mitigate safety concerns of drivers and employees who operate heavy equipment at the bulk facility.
4. The work is planned to be performed with a budget of \$7,361.00 ( $\pm 5\%$ ) and the proposed time frame of implementation is to be completed by December 1, 2018 (weather permitting).
5. The contractor for this work will be Gary McFee Trucking of 3061 SE Patton Road in Maysville Missouri. Contact tel. 816-724-0736. The rock will be procured from Norris Quarries of 510 SE 248<sup>th</sup> Street in Lathrop Missouri. Contact tel. 816-539-2087.
6. Within six (6) months from the Effective Date of this CAFO, the Respondent agrees that it will have completed installation of the rock.
7. Respondent agrees that it will submit to EPA a SEP Completion Report within ten (10) months from the Effective Date of the CAFO, which includes all key elements required by the CAFO.

**APPENDIX C**  
**SUPPLEMENTAL ENVIRONMENTAL PROJECT – SCOPE OF WORK**  
**SEP NO. 3 - REGIONAL FIRST RESPONDER NH3 TRAINING DAY FOR FIRE**  
**AND RESCUE DEPARTMENTS OF DEKALB AND CLINTON COUNTIES**

In satisfaction of its obligations under this Consent Agreement and Final Order (CAFO), United Cooperatives Inc. (Respondent) will complete the following supplemental environmental project (SEP). A SEP is a beneficial environmental project that Respondent has voluntarily agreed to undertake as part of the resolution and settlement of this matter, but one which the Respondent is not otherwise legally required to perform and that primarily benefits public health or the environment. EPA has approved the following SEP in addition to the civil penalty set forth in this CAFO, for the settlement of this matter.

1. The SEP described in this Scope of Work calls for comprehensive safety training focused on the possible dangers of NH<sub>3</sub> and will be designed specifically for first responders serving the Respondent's NH<sub>3</sub> facility in Osborn, Missouri.
2. The SEP will deploy the highly valued services of Mr. Curtis Stahel, an expert on safety in the agribusiness industry. Mr. Stahel has 25 years of experience in teaching and training agribusiness professionals and first responders in emergency management specific to agribusiness. Mr. Stahel has experience in day-to-day NH<sub>3</sub> operations, safety and compliance and is an accident investigator concentrating on agricultural hazmat spills and releases.
3. It is envisioned that the SEP will consist of a comprehensive 4 hour training program on site and will be designed for at least 20 first responders from volunteer fire fighting and the medical communities surrounding the Respondent's facility.
4. The work is planned to be performed with a budget of \$2,720.00 (±5%) and the proposed time frame of implementation is to be completed by December 1, 2018 (attendee availability permitting).
5. The contractor for this work will be Ag Services LLC of 6780 East 149<sup>th</sup> Street in Overbrook Kansas. Contact tel. 785-207-1386. Ag Services is the employer of Mr. Stahel.
6. Within six (6) months from the Effective Date of this CAFO, the Respondent agrees that it will have completed the training (depending upon the availability of the trainees).
7. Respondent agrees that it will submit to EPA a SEP Completion Report within ten (10) months from the Effective Date of the CAFO, which includes all key elements required by the CAFO.