

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 7

901 NORTH FIFTH STREET
KANSAS CITY, KANSAS 66101

00:00:00 PM 1:22
ENVIRONMENTAL PROTECTION
AGENCY REGION VII
REGIONAL HEARING CLERK

BEFORE THE ADMINISTRATOR

IN THE MATTER OF)
)
Prairie Land Cooperative) Docket No. CAA-07-2008-0035
Hubbard, Iowa)
)
Respondent)

CONSENT AGREEMENT AND FINAL ORDER

The United States Environmental Protection Agency, Region 7 (EPA), and Prairie Land Cooperative (Respondent) have agreed to a settlement of this action before 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, Issuance of Compliance or Corrective Action Orders, and the Revocation, Termination or Suspension of Permits (Consolidated Rules), 40 C.F.R. §§ 22.13(b), 22.18(b)(2).

FACTUAL ALLEGATIONS

Jurisdiction

1. This is an administrative action for the assessment of civil penalties instituted pursuant to Section 113(d) of the Clean Air Act, 42 U.S.C. § 7413(d).
2. This Consent Agreement and Final Order serves as notice that EPA has reason to believe that Respondent has violated the provisions governing Chemical Accident Prevention, and specifically the requirement to implement a Risk Management Plan as required by 40 C.F.R. Part 68 and Section 112(r) of the Clean Air Act, 42 U.S.C. § 7412(r), and that Respondent is

therefore in violation of Section 112(r) of the Clean Air Act, 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 Act, 42 U.S.C. § 7413(d)(2)(A), of EPA's intent to issue an order assessing penalties for this violation.

Parties

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

4. The Respondent is Prairie Land Cooperative, 115 E. Oak Street, Hubbard, Iowa 50122-0337. Respondent stores anhydrous ammonia at its facilities for sale.

Statutory and Regulatory Requirements

5. On November 15, 1990, the President signed into law the Clean Air Act Amendments of 1990. The Amendments added Section 112(r) to the Clean Air Act, 42 U.S.C. § 7412(r), which requires the Administrator of 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 the Administrator to promulgate a list of regulated substances, with threshold quantities, and defines the stationary sources that will be subject to the accident prevention regulations mandated by Section 112(r)(7). Specifically, Section 112(r)(7) requires the Administrator to promulgate regulations that address release prevention, detection and correction requirements for these listed regulated substances, 42 U.S.C. § 7412(r)(7).

6. On June 20, 1996, EPA promulgated a final rule known as the Risk Management Program, 40 C.F.R. Part 68, which implements Section 112(r)(7), 42 U.S.C. § 7412(r)(7), of the

Clean Air Act. These regulations require 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 EPA.

8. Pursuant to Section 112(r)(7) of the Clean Air Act, 42 U.S.C. § 7412(r)(7), and 40 C.F.R. § 68.150, the RMP must be submitted by an 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. Section 113(b)(2) of the Clean Air Act, 42 U.S.C. § 7413(b)(2), authorizes the United States to commence an action to assess civil penalties of not more than \$25,000 per day for each violation of Section 112(r)(7) of the Clean Air Act that occurs before January 30, 1997. Section 113(b)(2) of the Clean Air Act, 42 U.S.C. § 7413(b)(2), as amended by the Debt Collection Improvement Act of 1996, authorizes the United States to commence an action to assess civil penalties of not more than \$27,500 per day for each violation that occurs after January 30, 1997, through March 15, 2004; and \$32,500 per day for each violation that occurs after March 15, 2004.

Definitions

10. 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.

11. 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 Clean Air Act, as amended, listed in 40 C.F.R. § 68.130, Table 1, and determined to be present at a stationary source as specified in 40 C.F.R. § 68.115.

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

13. 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.

Alleged Violations

14. The EPA alleges that Respondent has violated the Clean Air Act and federal regulations, promulgated pursuant to the Clean Air Act, as follows:

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

16. Respondent owns and operates facilities located at the following locations:

302 East Street, Union, Iowa 50258
3145 210th Street, Williams, Iowa 50271
301 Elm Street, Iowa Falls, Iowa 50126

115 E. Oak Street, Hubbard, Iowa 50122
31578 Highway S-27, Garden City, Iowa 50102
829 Highway 175, Ellsworth, Iowa 50075
13600 County Highway S-55, Alden, Iowa 50006
23954 E Avenue, Eldora, Iowa 50627

Each such facility is a “stationary source” pursuant to 40 C.F.R. § 68.3.

17. 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, Table 1, is 10,000 pounds.

18. On or about November 15, 2007, EPA conducted an inspection of Respondent’s facility located at 302 East Street, Union, Iowa 50258, to determine compliance with Section 112(r) of the Clean Air Act and 40 C.F.R. Part 68.

19. Records collected during the inspection showed that Respondent has exceeded the threshold quantity for anhydrous ammonia at its facilities listed in paragraph 16. Respondent failed to update its RMPs for the facilities listed in paragraph 16 beginning in December 2006.

20. Respondent is subject to the requirements of Section 112(r) of the Clean Air Act, 42 U.S.C. § 7412(r), and 40 C.F.R. Part 68, Subpart G, because for each of its facilities listed in paragraph 16 it is an owner and operator of a stationary source that had more than a threshold quantity of a regulated substance in a process.

21. Respondent was required under Section 112(r) of the Clean Air Act, 42 U.S.C. § 7412(r), and 40 C.F.R. Part 68, for each of its facilities listed in paragraph 16 to develop and implement a risk management program that includes a hazard assessment, a prevention program, and an emergency response program.

22. Records collected during the inspection showed that Respondent failed to implement a risk management program that included all the requirements of a management system and a prevention program. Specifically, Respondent failed to submit updated RMPs for its facilities listed in paragraph 16 beginning in December 2006.

23. Respondent's failure to comply with 40 C.F.R. Part 68, as set forth above, are all violations of Section 112(r) of the Clean Air Act, 42 U.S.C. § 7412(r).

CONSENT AGREEMENT

24. Respondent and EPA agree to the terms of this Consent Agreement and Final Order and Respondent agrees to comply with the terms of the Final Order portion of this Consent Agreement and Final Order.

25. For purposes of this proceeding, Respondent admits the jurisdictional allegations set forth above, and agrees not to contest EPA's jurisdiction in this proceeding or any subsequent proceeding to enforce the terms of the Final Order portion of this Consent Agreement and Final Order.

26. Respondent neither admits nor denies the factual allegations set forth above.

27. Respondent waives its right to a judicial or administrative hearing on any issue of fact or law set forth above and its right to appeal the Final Order portion of this Consent Agreement and Final Order.

28. Respondent and EPA agree to conciliate this matter without the necessity of a formal hearing and to bear their respective costs and attorney's fees incurred as a result of this action.

29. This Consent Agreement and Final Order addresses all civil and administrative claims for the Clean Air Act violations identified above, existing through the effective date of

this Consent Agreement and Final Order. Complainant reserves the right to take enforcement action with respect to any other violations of the Clean Air Act or other applicable law.

30. Respondent certifies by the signing of this Consent Agreement and Final Order that to the best of its knowledge, Respondent's facility is in compliance with all requirements of Section 112(r) of the Clean Air Act, 42 U.S.C. § 7412(r), and all regulations promulgated thereunder.

31. The effect of settlement described in paragraph 29 is conditional upon the accuracy of the Respondent's representations to EPA, as memorialized in paragraph 30, above, of this Consent Agreement and Final Order.

32. The undersigned representative of Respondent certifies that he or she is fully authorized to enter the terms and conditions of the Consent Agreement and Final Order and to legally bind Respondent to it.

33. Pursuant to Section 113(e) of the CAA, nature of the violations, Respondent's agreement to perform a Supplemental Environmental Project (SEP), and other relevant factors, EPA has determined that an appropriate civil penalty to settle this action is in the amount of Three Thousand Eight Hundred Forty Five Dollars (\$3,845) to be paid within thirty (30) days of the effective date of the Final Order.

34. The penalty specified in paragraph 33, above, shall represent civil penalties assessed by EPA and shall not be deductible for purposes of Federal taxes.

35. Respondent consents to the issuance of this Consent Agreement and consents for the purposes of settlement to the payment of the civil penalty cited in paragraph 33, above, and to the performance of the SEP.

36. In settlement of this matter, Respondent agrees to complete the following SEP, which the parties agree is intended to secure significant environmental and/or public health protection benefits.

37. Respondent shall complete the SEP as follows: Purchase general purpose spill response kits and foam nozzles and tubes for the New Providence Fire Department; purchase and install a new media presentation system for the training of emergency personnel at the Hubbard Fire Department; purchase and install a new media presentation system for the training of emergency personnel at the Iowa Falls Fire Department; and purchase general hazmat items for the referenced fire departments. The SEP is more specifically described in the Scope of Work attached hereto as Appendix A and incorporated by reference. All the work required to complete the SEP shall be performed in compliance with all Federal, State, and local laws and regulations.

38. The total expenditure for the SEP shall be not less than Fourteen Thousand Six Hundred Twenty Nine Dollars (\$14,629) and the SEP shall be completed no later than 90 days after the effective date of the Consent Agreement and Final Order. Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report.

39. Respondent certifies that it is not required to perform or develop the SEP by any Federal, State, or local law or regulations; nor is Respondent required to perform or develop the SEP by agreement, grant, or as injunctive relief in this or any other case or to comply with State or local requirements. Respondent further certifies that Respondent has not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEP.

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

41. Within sixty (60) days of completion of the SEP, Respondent shall submit a SEP Completion Report to EPA. The SEP Completion Report shall contain the following: (i) a detailed description of the SEP as implemented; ii) a description of any operating problems encountered and the solutions thereto; (iii) itemized costs, documented by copies of purchase orders, receipts, or canceled checks; (iv) certification that the SEP has been fully implemented pursuant to the provisions of this Consent Agreement and Final Order. The SEP Completion Report shall be submitted to the following:

Christine Hoard (AWMD/CRIB)
U.S. Environmental Protection Agency, Region 7
901 N. Fifth Street
Kansas City, Kansas 66101.

42. 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.

43. After receipt of the SEP Completion Report described in paragraph 41, above, EPA will notify Respondent, in writing, regarding: (i) any deficiencies in the SEP report itself along with a grant of an additional thirty (30) days for Respondent to correct any deficiencies; or (ii) indicate that EPA concludes that the project has been completed satisfactorily; or

(iii) determine that the project has not been completed satisfactorily and seek stipulated penalties in accordance with paragraph 44 herein. If EPA elects to exercise option (i) 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, EPA shall permit Respondent the opportunity to object in writing to the notification of deficiency given pursuant to this paragraph within ten (10) days from the receipt of such notification. The EPA and 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 Respondent. Respondent agrees to comply with any requirements imposed by EPA as a result of any failure to comply with the terms of this Consent Agreement and Final Order. In the event the SEP is not completed as contemplated herein, as determined by EPA, stipulated penalties shall be due and payable by Respondent in accordance with paragraph 45 herein.

44. Respondent agrees that failure to submit the SEP Completion Report required by paragraph 41, above, shall be deemed a violation of this Consent Agreement and Final Order and Respondent shall become liable for stipulated penalties pursuant to paragraph 45, below.

45. Stipulated Penalties:

a. In the event that Respondent fails to comply with any of the terms or provision of this Consent Agreement and Final Order relating to the performance of the SEP described in paragraph 37, above, and/or to the extent that actual expenditures for the SEP do not equal or

exceed the cost of the SEP described in paragraph 38, above, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

- (i) Except as provided in subparagraph (ii), for a SEP which has not been completed satisfactorily pursuant to this Consent Agreement and Final Order, Respondent shall pay a stipulated penalty to the United States in the amount of \$11,534.
- (ii) If the SEP is not completed in accordance with paragraph 37, but the Complainant 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, Respondent shall not be liable for any stipulated penalty.
- (iii) If the SEP is completed in accordance with paragraph 37, but the Respondent spent less than 90 percent of the amount of money required to be spent for the project, Respondent shall pay a stipulated penalty to the United States in the amount of \$11,534.
- (iv) If the SEP is completed in accordance with paragraph 37, and the Respondent spent at least 90 percent of the amount of money required to be spent for the project, Respondent shall not be liable for any stipulated penalty.
- (v) For failure to submit the SEP Completion Report required by paragraph 41, above, Respondent shall pay a stipulated penalty in the amount of \$50 for each day after the due date of the Completion Report stated in paragraph 41, above, until the report is submitted.

b. 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.

c. Stipulated penalties for paragraph (v), above, shall begin to accrue on the day after performance is due, and shall continue through the final day of the completion of the activity.

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 paragraph 46, below: Interest and late charges shall be paid as stated in paragraph 46 herein.

46. Respondent understands that the failure to pay any portion of the mitigated civil penalty as stated in paragraph 33, or any portion of a stipulated penalty as stated in paragraph 45, in accordance with the provisions of this order may result in commencement of a civil action in Federal District Court to recover the total penalty, together with interest at the applicable statutory rate.

47. Pursuant to 31 U.S.C. § 3717, EPA is entitled to assess interest and penalties on debts owed to the United States and charge to cover the costs of processing and handling delinquent claims. Interest will therefore begin to accrue on a civil or stipulated penalty if it is not paid by the last date required. Interest will be assessed at the rate of the United States tax and loan rate in accordance with 31 C.F.R. § 9019(b). A charge will be assessed to cover the debt collection, including processing and handling costs and attorney's fees. In addition, 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. Any such non-payment penalty charge on the debt will be accrue from the date the penalty becomes due and is not paid, 31 C.F.R. §§ 901.9(c) and (d).

48. Any public statement, oral or written, in print, film, or other media, made by Respondent making reference to the SEP shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action taken by the United States Environmental Protection Agency."

49. This Consent Agreement and Final Order shall not relieve Respondent of its obligation to comply with all applicable Federal, State, and local laws, nor shall it be construed to be a ruling on, or determination of any issue related to any Federal, State, or local permit, nor shall it be construed to constitute EPA approval of the equipment or technology installed by Respondent in connection with the SEP undertaken pursuant to this Consent Agreement and Final Order.

50. The Final Order portion of 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.

FINAL ORDER

Pursuant to the provisions of the CAA, 42 U.S.C. § 7401 et seq., and based upon the information set forth in this Consent Agreement, IT IS HEREBY ORDERED THAT:

1. Respondent shall pay a mitigated civil penalty of Three Thousand Eight Hundred Forty Five Dollars (\$3,845) within thirty days of entry of this Final Order. Such payment shall identify the Respondent by name and docket number, and shall be by cashier's or certified check made payable to the "United States Treasury" and remitted to:

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

2. A copy of the check should be sent to:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 7
901 N. Fifth Street
Kansas City, Kansas 66101; and

Robert W. Richards
Assistant Regional Counsel
U.S. Environmental Protection Agency, Region 7
901 N. Fifth Street
Kansas City, Kansas 66101.

3. Respondent shall complete the SEP in accordance with the provisions set forth in the Consent Agreement and shall be liable for any stipulated penalty for failure to complete such a project as specified in the Consent Agreement.


4. No portion of the civil penalty or interest paid by Respondent pursuant to the requirements of this Consent Agreement and Final Order shall be claimed by Respondent as a deduction for federal, state, or local income tax purposes.

5. Respondent and Complainant shall bear their own costs and attorneys' fees incurred as a result of this matter.

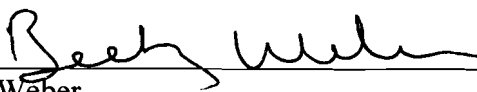
6. This executed Consent Agreement and Final Order shall be filed with the Regional Hearing Clerk, U.S. Environmental Protection Agency, Region 7, 901 North 5th Street, Kansas City, Kansas 66101.

7. The effective date of this Order shall be the date on which it is signed by the Regional Judicial Officer.

COMPLAINANT:
U. S. ENVIRONMENTAL PROTECTION AGENCY

By 
Robert W. Richards
Assistant Regional Counsel

Date 9/15/08

By 
Becky Weber
Director
Air and Waste Management Division

Date 9/19/08

RESPONDENT:
PRAIRIE LAND COOPERATIVE
HUBBARD, IOWA

By 

Title General Manager

Date 9-10-08

IT IS SO ORDERED. This Final Order shall become effective immediately.

By Karina Borromeo
Karina Borromeo
Regional Judicial Officer

Date Sept. 30, 2008

APPENDIX A

SUPPLEMENTAL ENVIRONMENTAL PROJECT – SCOPE OF WORK

In satisfaction of its obligations under this Consent Agreement and Final Order (CAFO), Prairie Land Cooperative will complete the supplemental environmental project (SEP) listed below. A SEP is an environmentally beneficial project that a respondent agrees to undertake in settlement of an enforcement action, but one which the respondent is not otherwise legally required to perform, and that primarily benefits the public health or the environment. The EPA has approved the following SEP, in addition to the administrative penalty set forth in this CAFO, for the settlement of this matter.

1. The SEP project is designed to provide general purpose spill response kits and foam nozzles and tubes for the New Providence Fire Department; install new media presentation systems at the Hubbard and Iowa Falls Fire Departments that the departments will use for the training of fire department emergency and hazmat personnel; and general hazmat items for the referenced fire departments for the training of emergency personnel and equipment to clean up hazardous substances. This training and equipment will reduce the risk to hazmat team members as well as reduce risk to the general public. The equipment proposed is contained in the attached proposals.
2. Prairie Land Cooperative agrees to purchase general purpose spill response kits and foam nozzles and tubes for the New Providence Fire Department; purchase and install a new media presentation system for the training of emergency personnel at the Hubbard Fire Department; purchase and install a new media presentation system for the training of emergency personnel at the Iowa Falls Fire Department; and purchase general hazmat items for the referenced fire departments. The implementation of this SEP project is estimated to result in the expenditure of \$14,629 by Prairie Land Cooperative. This SEP is a hazardous material safety project that allows hazmat team members to receive training prior to entry into an affected area and equipment for proper clean up.
3. The implementation of the SEP project described in paragraph 2 of this Appendix is estimated to result in a total expenditure of \$14,629 by Prairie Land Cooperative. The EPA agrees that Prairie Land Cooperative will have fulfilled its obligations under this CAFO related to the SEP, if (i) the SEP is completed, as described herein, and (ii) actual costs incurred by Prairie Land Cooperative (including equipment and installation costs), are 90 percent or more of the estimated expenditures for the implementation of this SEP, based upon the cost documentation in the SEP Final Report required in paragraph 5, below.
4. Prairie Land Cooperative shall order the equipment described in this Appendix within 14 days of the effective date of this CAFO. The vendor has agreed to deliver the equipment

within 45 days of order placement from Prairie Land Cooperative. Prairie Land Cooperative shall install the equipment within 10 days from the receipt of the equipment to complete the SEP described in this Attachment. Prairie Land Cooperative will complete the SEP within 60 days of the effective date of the CAFO.

5. Within 60 days from the completion of the implementation of the SEP described in this Appendix, Prairie Land Cooperative will submit to EPA a Final SEP Report. This Final SEP Report shall provide a detailed description of the SEP as implemented, including dates of completion of the SEP. The report shall also document all approved costs incurred in the purchase, installation, and operation of the SEP.



LAB SAFETY SUPPLY
PO Box 1368
Janesville, WI 53547-1368

Quote Date: 05/23/2008
Customer: DUANE MAIFELD
ID Number: 3456115
Quote Number: QC00264291
Requisition:
Pricing Valid to: 07/22/2008

QUOTE CONFIRMATION

Thank you for giving us the opportunity to quote on the products listed below. Prices are based on all products and quantities quoted and may change if lesser quantities or alternate products are ordered. Please note that if LSS product numbers were not supplied in your initial request, we will quote on the products that most closely match the products you indicated. Please review all products carefully to ensure we have met your specific needs.

When placing an order, please reference our Quote Number QC00264291.

Please refer to the notes at the end of this confirmation for important details regarding your quote.

Quote Details

101179	TARP A-PRPS PE 15 FT WX20 FT L	EA	5	STOCK	15.60	78.00
14571L	BUTYL GLV LRG 14 IN L .025 GA	PR	6	STOCK	38.90	233.40
14571XL	BUTYL GLV XLRG 14 IN L .025 GA	PR	6	STOCK	38.90	233.40
149002XL	TYCM QC CVRL ERAHB EA XL	EA	8	STOCK	11.10	88.80
149002XXL	TYCM QC CVRL ERAHB EA 2X	EA	4	STOCK	11.10	44.40
39592	SHVL LONG HNDL SQ ENT 12 INXS.	EA	6	STOCK	25.90	155.40

Subtotal:	833.40
Freight:	40.38
Tax:	0.00
Total:	873.78

Shipping Details

PRAIRIE LAND COOP 115 E OAK HUBBARD, IA 50122-7826 UNITED STATES	DPS CASH	LOCKED
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*Freight Terms of Locked are prepaid and added to the invoice as a separate line item. The consignee is responsible for all duties, taxes, additional storage fees and import licenses when required.

Billing Details

PRAIRIE LAND COOP	
PO BOX 309	USD
HUBBARD, LA 50122-0309	
UNITED STATES	

Quote Notes

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Product Notes

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Customer Service

PHONE: 800-356-0783 or 608-754-2345 FAX: 800-543-9910 or 608-754-1806

Domestic: EMAIL: custsvc@labsafety.com Canada: Canada@labsafety.com

For 24-hour ordering convenience, visit our web site at www.lss.com

CONDITIONS: We cannot guarantee that performance and other characteristics of a product will be perfectly comparable or appropriate for the customer's specific needs; it is the customer's sole responsibility to make that determination. If the entire quote is not ordered, pricing is subject to change.

ED M. FELD EQUIPMENT CO., INC.
 113 N. Griffith Road
 CARROLL, IOWA 51401

(712) 792-3143 • 800-568-2403
 E-mail: feldfire@thewebunwired.com

QUOTATION

No 10033

PLEASE INDICATE THE ABOVE NUMBER WHEN ORDERING

TO * *Pairland Co-op*
New Providence
New Providence FV

QUOTATION DATE <i>5-29-08</i>	SALESPERSON <i>Mark</i>
INQUIRY DATE	INQUIRY NUMBER

ESTIMATED SHIPPING DATE	SHIPPED VIA	FOB	QUANTITY	DESCRIPTION	PRICE	AMOUNT
			1	<i>POK 1.5-Foam Nozzle #18673</i>		<i>659.⁰⁰</i>
			1	<i>Foam Tube Mine Class A</i>	<i>10.00</i>	<i>480.00</i>
			1	<i>Foam Tube Mine Class B</i> <i>Per-case</i>	<i>13.00</i>	<i>624.00</i>
			1	<i>1255 WYK 55 Gallon Haz Mat Kit</i>	<i>265.00</i>	
			4	<i>50 Foot Rolls 1 3/4" Dbl Jacket Fire Hose</i>	<i>75.00</i>	<i>300.00</i>
						<i>2,114.00</i>

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS SUBJECT TO THE CONDITIONS PRINTED ON REVERSE SIDE, AND IS VALID FOR _____ DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE.

BY _____ ACCEPTED _____ DATE _____

SIGN AND RETURN YELLOW ACCEPTANCE COPY WHEN ORDERING.

STONG PRINTING - CARROLL, IA - Form #4117

Thank You!

P. 1

Tel: 641 497 5211

641 648 3729

MAY-29-2008 09:10 FROM:HUMPHREY

POK

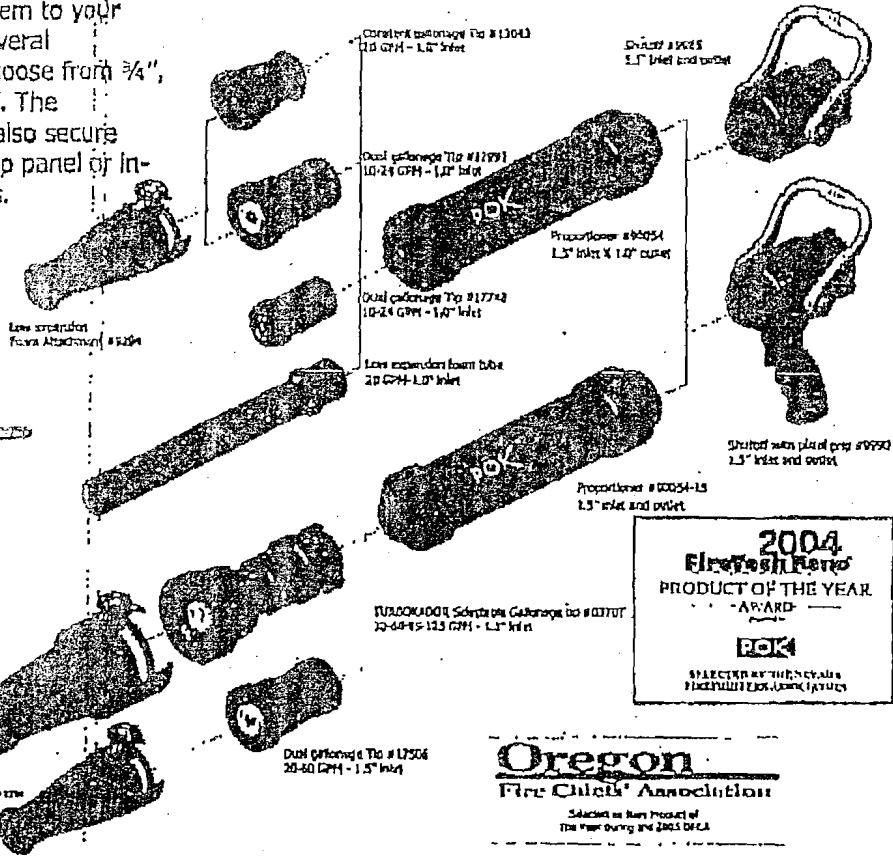
POK FOAM with QUICK STIK TECHNOLOGY

Hardcoat anodized in aluminum & PTFE

The POK FOAM with QUICK STIK TECHNOLOGY features the use of a small, easy to use solid stik of foam or wetting agents. No eductors or pails of foam needed. A foam / wetting agent stik. Inserted into the mixing tube dissolves the stik. All ranges of pressure as low as 20 PSI. Machined out of high-grade aluminum alloy with the trademark NITUFF™ finish that gives 50 microns of Teflon. Impregnated anodized unlike the 20 microns of standard anodized. Simple to use and easy to train. Customize the system to your preference with several proportioners to choose from ¾", 1.0", 1.5" and 2.5". The proportioners can also secure directly at the pump panel or in-line between hoses.

1. UNSCREW CAP
2. REMOVE THE PERFORATED SLEEVE
3. INSERT A QUICK STIK INTO THE PERFORATED SLEEVE
4. INSERT THE LOADED PERFORATED SLEEVE
5. SCREW THE CAP TIGHTLY
6. THE POK FOAM WITH QUICK STIK TECHNOLOGY IS READY TO USE

POK FOAM



**2004
FireFest
PRODUCT OF THE YEAR
AWARD**

POK
SELECTED BY THE NATIONAL
FIREFIGHTERS ASSOCIATION

**Oregon
Fire Chiefs' Association**

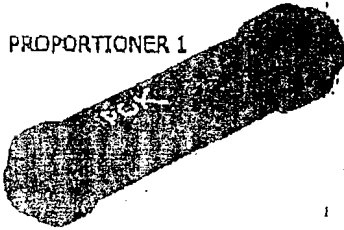
Selected as Best Product of
THE YEAR during the 2003 OCEA

POK OF NORTH AMERICA INC. - 5401 Moore Loop Road - Charlotte, Maryland USA 21013 - Tel: 410 861 0000 - Fax: 410 861 0100 - E-mail: info@pokna.com - Web: www.pokna.com
 POK S.A. FRANCE - 21 Rue Colbert - 10400 Nogent sur Seine - Tel: (33) 03 25 30 04 78 - Fax: (33) 03 25 30 84 00 - E-mail: info@pokfrance.com - Web: www.pokfrance.com
 POK CHINA - Room 210 211 - No. 10, Keyuan Road, Beijing - Chaoyang District - Beijing, China 100027 - Tel: 86-10-24897883 - Fax: 86-10-24876804 - E-mail: info@pokchina.com - Web: www.pokchina.com

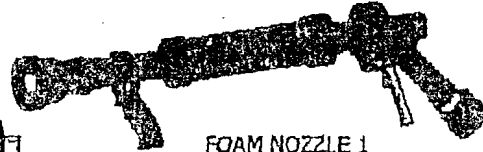
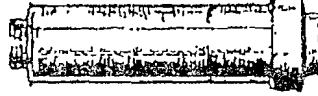


POK FOAM
with QUICK STIK TECHNOLOGY

PROPORTIONER 1



CLEAR PROPORTIONER

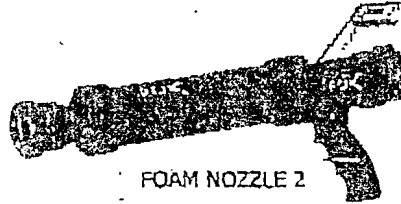
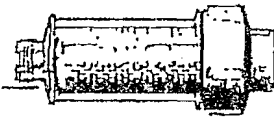


FOAM NOZZLE 1

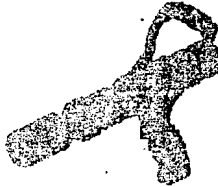
PROPORTIONER MINI



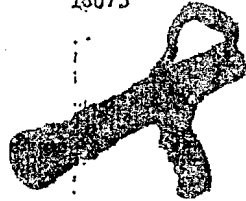
CLEAR MINI PROPORTIONER



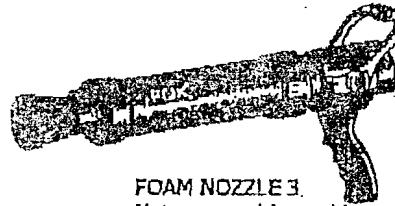
FOAM NOZZLE 2



FOAM MINI NOZZLE
18673



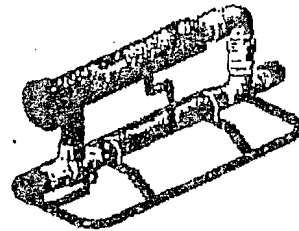
FOAM MINI NOZZLE
BREAK-APART
18673-1



FOAM NOZZLE 3

Note: everything sold separately, shutoff, proportioner and tip.

Code	Description	H	W	L	Weight
18806	POK MINI proportioner 3/4" Inlet and outlet		2.2"	5.5"	0.66 lb
18806C	Same as above In Clear See Thru		2.2"	5.5"	0.66 lb
90054	POK proportioner 1 - 1.5" Inlet and 1.0" outlet		3.5"	14.5"	2.54 lb
90054-15	POK proportioner 1 - 1.5" Inlet and outlet		3.5"	14.5"	2.62 lb
90054-15C	Same as above In Clear See Thru		3.5"	14.5"	2.62 lb
90054-25	POK proportioner 1 - 2.5" Inlet and outlet		3.5"	16.0"	3.4 lb
90055	POK proportioner 2 - 1.5" or 2.5" Inlet and outlet	13.5"	3.5"	26.5"	29.9 lb
13015	POK Foam nozzle 1 - 1.5" Inlet	12.2"	3.5"	34.5"	9.58 lb
15207	POK Foam nozzle 2 - 1.5" Inlet	14.2"	7.0"	13.5"	3.0 lb
18673	POK MINI Foam nozzle 1.0" or 1.5" Inlet specify GPM 5, 10, 15, 20, 25, 30, 32, and 37	9.5"	4.0"	13.0"	3.3 lb
18673-1	POK MINI Foam nozzle break-apart 1.0" or 1.5" Inlet 40 GPM	15.2"	7.0"	14.5"	3.3 lb



PROPORTIONER 2



POK OF NORTH AMERICA INC. - 5481 MacLodge Road - Cambridge Maryland, USA 21812 - Tel: 410 901 9000 - Fax: 410 901 9190 - E-mail: info@pokna.com - Web: www.pokna.com
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MARYLN HUMPHREY

From: "Tom Simons" <Tom@feldfire.com>
 To: <hump361@msn.com>
 Sent: Tuesday, May 27, 2008 10:18 AM
 Attach: Image003.jpg; Image004.gif; Image005.gif; Image006.gif; Image007.gif; Image008.gif; Image009.gif; Image010.gif;
 Image012.gif; Image014.gif
 Subject: Emailing: 1255contents.htm

CONTENTS: #1255 GENERAL PURPOSE SPILL RESPONSE KIT w/

Svevil Casters

STOCK NO:	DESCRIPTION	QUANTITY/KIT	SORPTION CAPACITY (# of US Gallons)
	55 Gallon Open Top Drum w/ casters		
#220	4" x 48" SOCKS	15	7.8
#231	10" X 10" Pillows	6	6
#404	17" X 19" Pads	100	32
#2018	Super Sorbent Particulate 16 Lb Bag	1	5
#910	18" X 24" 4mil Yellow Disposal Bag	4	-
#4CAS	Set of Svevil Casters w/threaded inserts	-	-
	Accessories		
#957	Collapsible Shovel	-	-
#940	PPE Kit gloves, goggles, boots, helmet	-	-
#943	PPE Kit like above, add face shield & boots	-	-
#944	PPE Kit I like above, add coveralls	-	-

10715 Kuhlmeier Drive
 St. Louis, MO 63132 USA
 (800) 248-7007 (314) 426-3336

5/27/2008

MAY-29-2008 09:10 From: HUMPHREY, MARYLN
 641 648 3729 To: 641 497 5211 P. 4

MARYLN HUMPHREY

From: "Tom Simons" <Tom@feldfire.com>
 To: <hump361@msn.com>
 Sent: Tuesday, May 27, 2008 10:18 AM
 Attach: image003.jpg; image004.gif; image005.gif; image006.gif; image007.gif; image008.gif; image009.gif; image010.gif; image012.gif; image014.gif
 Subject: Emailing: 1255contents.htm

CONTENTS: #1255 GENERAL PURPOSE SPILL RESPONSE KIT w/

Swevil Casters

STOCK NO:	DESCRIPTION <i>55 Gallon Open Top Drum w/ casters</i>	QUANTITY/KIT	SORPTION CAPACITY <i>(#3. US Gallons)</i>
#220	4" x 48" SOCKS	15	7.8
#231	10" X 10" Pillows	6	6
#404	17" X 19" Pads	100	32
#2018	Super Sorbent Particulate 16 Lb Bag	1	5
#910	18" X 24" 4mil Yellow Disposal Bag	4	-
#4CAS	Set of Swevil Casters w/threaded inserts	-	-
	Accessories		
#957	Collapsible Shovel	-	-
#940	PPE Kit gloves, goggles, gum, labels	-	-
#943	PPE Kit full shoe, add face shield & boots	-	-
#944	PPE Kit 1 full shoe, add eye protect	-	-

10715 Kahlmeyer Drive
 St. Louis, MO 63132 USA
 (800) 248-7007 (314) 426-3336

5/27/2008

8002/12 P.S. To: 641 497 5211 641 648 3722 MAY-29-2008 09:10 From: HUMPHREY

PRODUCTS

Municipal Fire Hose

JAFLINE

JAFLINE HD

JAFRIB

JAFX4

ARMORED REEL

FOREST LITE

Industrial Hose

OROFLEX 10

OROFLEX 20 Yellow

OROFLEX 20 Black

YAGUM

ARMIEX

BANDAMA

RYLBRUN

Warranty



JAFLINE HD

ATI'S JAFLINE HD is a synthetic, double jacket fire hose that is available in white, blue, yellow, tan, green, red and orange. JAFLINE HD has a rubber lining, offering excellent resistance to ozone. This synthesized rubber is also more resistant to abrasion and oxidation than natural rubber. The outside jacket is impregnated with a high-tech polymer, offering excellent resistance to moisture and abrasion. JAFLINE HD is available in lengths of 50 and 100 feet and can be coupled with NSF, NPSH or other special order couplings. Shorter lengths are available by special order.

Nominal	Weight of 50	Coil	Service	Acceptance	Burst	Coupling Bowl
Inches	lb	Diameter	Pressure	Pressure	Pressure	Size
1 1/4"	13	17" / 50'	400	800	1200	1 15/16"
1 3/4"	18	18" / 50'	400	800	1200	2 1/8"
2"	20	20" / 50'	400	800	1200	2 5/8"
2 1/4"	34	21" / 50'	400	800	1200	3"
3"	42	22" / 50'	400	800	1200	3 17/32"

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<http://www.armtexinc.com/products/jafline-hd/>

P.1

Tel: 641 497 5211

641 698 3725

5/27/2008

MAY-29-2008 09:12 From: HUMPHELY

Jones Appliance & TV, Inc.
417 Washington Avenue
Iowa Falls, Iowa 50126
(641)648-5529 1-800-662-5529

Whirlpool - Estate - KitchenAid - Maytag
Amana - JennAir - Pioneer - Toshiba - Panasonic
Dish Network - DirecTV - Satellite Systems

Jones Appliance & TV, Inc.

Bid for Hubbard Fire Dept. Opt 2



The following bid is submitted to Hubbard Fire Department for the installation of a new media presentation system using a flat screen TV set. This equipment is to be used for the training of emergency personnel

RJC Company Consulting subcontractor bid for Laptop computer and software necessary for the media presentation system

\$1283.96 including TAX

FPT5894 58" Samsung Plasma TV set

\$3599.95

SF-660 wall Mount Bracket

\$199.95

D-VR660 Toshiba DVD/VCR Combo with up conversion

\$249.95

HTR6030 Yamaha Stereo Receiver

\$199.95

LWS65 In Wall Speakers

\$500.00

Cables for installation

\$100.00

Labor to install system

\$250.00

Total Price including Materials and Labor \$5099.80

\$356.99 tax

\$5456.79

\$5456.79

\$6740.75

While the FPT5894 flat panel TV set is more expensive than a projector. It will provide a brighter picture that is easier to see from the sides. This meeting room is long and narrow, so some of the people will be sitting at steep angles from the screen. The panel will also allow them to have a great picture and still leave all of the lights on so they can see the instructor better.

Jones Appliance & TV, Inc.
417 Washington Avenue
Iowa Falls, Iowa 50126
(541)648-5529 1-800-662-5529

Whirlpool - Estate - KitchenAid - Maytag
Amana - JennAir - Pioneer - Toshiba - Panasonic
Dish Network - DirecTV - Satellite Systems

~~They already have an existing sound system.~~
emergency personnel. They already have an existing sound system.

RJC Company Consulting subcontractor bid for Laptop computer and software necessary for the media presentation system

\$1283.96 including TAX

PT-F200NTU Panasonic LCD Projector

\$2099.95

D-VR660 Toshiba DVD/VCR Combo with up conversion

\$249.95

Vutec II Delux Manual Screen

\$399.95

Vector Pro Ceiling mount for Projector

\$129.95

Cables for installation

\$200.00

Labor to install system

\$300.00

Total Price including Materials and Labor \$3379.80

\$236.59 tax

\$3616.39

\$3616.59

\$4900.55

The PT-F200NTU projector has 3200 lumens and a long distance lens that will be necessary for the type of lighting and the shape of their existing meeting room.

Narrative description of media equipment

The Hubbard fire department owns a library of over 20 training DVDs, and the Iowa Falls fire department owns a library of approximately 12. Both departments are able to easily and inexpensively borrow DVDs from the Iowa Fire Training Bureau in Ames, Iowa, which has a library of hundreds of training DVDs. Ellsworth College and the State Fire Marshall instructors bring their own DVDs to teach the classes. The laptop for each department can play the DVDs, as well as access web-based training and use powerpoint presentation materials that the departments obtain or develop themselves. The LCD projector and the plasma screen are new equipment designed to accept the specific feeds from the laptops. The projector and screen are to be installed in rooms that are sized to accommodate classes and which are specifically used for training. The projector and screen have been selected for the shape of the rooms, lighting conditions, and angle of view. Classroom training is more effective in groups and using the audio/visual training materials and media equipment in group settings will facilitate discussion and enhance viewer retention of information. For both departments, the total hours of continuing annual training is estimated at 2,750 hours and will provide training to 79 people.

Hubbard Fire Department
 Training room estimated usage

Subject description	Training	Media	Hours of Initial Training	Hours of Continuing Training
CPR	required	DVD	8	4
Hazmat	required	DVD	18	4
Blood Bourne Pathogens	required	DVD		4
National Fire Training Institute	required			12
Total known required training hours				24

Firefighter 1		DVD/power point/web	96	unsure
Pump Operator Class	extra	DVD/power point	60	0
High Angle Rescue	extra	DVD/power point/web	60-80	unsure
Confined Space	extra	DVD/power point/web	60-80	unsure
Self contained breathing apparatus	extra	DVD/power point/web		2
Terrorism/natural disaster	extra	DVD/power point/web		10
Storm spotting classes	extra	DVD/power point/web		4
Defensive driving	extra	DVD/power point/web		4

	people	hours
Current Hubbard Firemen	20	44
Current Hubbard Ambulance crew	6	48

Hours of continuing education	People	Total hours
Fire department	20	880
Ambulance	6	288
total hours		1,168

Plans are to use the Hubbard training facility for 3 other community fire departments

Estimated other community fire people	18	
Estimated other community total fire training hours in this facility		792

Other classes and projects being considered:

One upcoming project will be to have a fire preplan for every commercial building in town. The department plans to video each facility and turn it into a power point presentation for training purposes.

The Hubbard Fire Department plans to assist these 3 other communities in this same project.

The Hubbard Fire Department works with the school during fire prevention week to allow kids to tour the fire department facilities and learn about how the department operates.

Iowa Falls Fire Department
 Training room estimated usage

Our training room is used to assist the Ellsworth College in their Fire Science program as well as Iowa Falls has been selected by the State Fire Marshal's Office to be a Regional training center. We are in the process of installing several props on our training grounds that will be used along with classroom training. At this time the hours of use are unknown, however we plan to have weekend training sessions at least once or twice a month. (est. 6-10 hrs each)

			Hours of Initial	Hours of Continuing
National Fire Training Institute	required			12
Firefighter 1		DVD/Power point/Web	96	0
Firefighter 2		DVD/Power point/Web	60	0
Pump Operator Class	extra	DVD/Power point/Web	60	0
High Angle Rescue	extra	DVD/power point/web	60-80	unsure
Confined Space	extra	DVD/power point/web	60-80	unsure
Current Iowa Falls Firefighters		31		
Total membership when full		35		
Hours of continuing education		People		Total hours
Fire department		35		770
+ the Ellsworth College Fire Science Training School				

IN THE MATTER OF Prairie Land Cooperative, Respondent
Docket No. CAA-07-2008-0035

CERTIFICATE OF SERVICE

I certify 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 hand delivered to
Attorney for Complainant:

Robert W. Richards
Assistant Regional Counsel
Region VII
United States Environmental Protection Agency
901 N. 5th Street
Kansas City, Kansas 66101

Original by Certified Mail Return Receipt to:

Mr. Rick Vaughan
Prairie Land Cooperative
115 E. Oak Street
Hubbard, Iowa 50122-0337

Dated: 10/01/08


Kathy Robinson
Hearing Clerk, Region 7