

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY-REGION 7
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**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 7
11201 RENNER BOULEVARD
LENEXA, KANSAS**

BEFORE THE ADMINISTRATOR

IN THE MATTER OF:)
)
AHRENS GRAIN, L.L.C.,)
)
Respondent.)
_____)

Docket. No. CAA-07-2016-0010

COMPLAINT AND CONSENT AGREEMENT/FINAL ORDER

The United States Environmental Protection Agency, Region 7 (“EPA”), and Ahrens Grain, L.L.C. (“Respondent”), have agreed to a settlement of the alleged violations set forth in this Complaint and Consent Agreement/Final Order (“CA/FO”) prior to the filing of a complaint. 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).

COMPLAINT

Jurisdiction

1. This 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 CA/FO serves as notice that 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 CA/FO serves as notice pursuant to Section 113(d)(2)(A) of the CAA, 42 U.S.C. § 7413(d)(2)(A), of EPA’s intent to issue an order assessing penalties for these violations.

Parties

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

4. The Respondent is Ahrens Grain, L.L.C., which owns and operates the bulk anhydrous ammonia storage facility located at 301 North Railroad Avenue in Murray, Nebraska ("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 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, 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 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) of the CAA, 42 U.S.C. § 7412(r)(7), 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 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 for violations that occurred after December 6, 2013, and before November 2, 2015.

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, Table 1, 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. On or about August 18, 2014, 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.

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

20. 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.

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 CAA, 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).

Allegations of Violation

24. The facts stated in Paragraphs 16 through 23 above are herein incorporated into Count 1 through Count 4 below.

25. Information collected during the inspection of Respondent's Facility revealed that Respondent failed to develop and implement a risk management program that complied with the requirements of 40 C.F.R. Part 68.

26. EPA alleges that Respondent has violated the CAA and federal regulations promulgated pursuant to the CAA as follows:

Count 1

27. 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. Pursuant to 40 C.F.R. § 68.30, the owner or operator shall estimate to two significant digits the population within a circle with its center at the point of the release and a radius determined by the distance to the endpoint of the regulated substance.

28. The EPA's inspection revealed that Respondent failed to accurately estimate in the RMP the population within the toxic endpoint of anhydrous ammonia resulting from a worst-case release at the facility, as required by 40 C.F.R. § 68.30(a).

29. Respondent's failure to conduct a hazard assessment pursuant to the requirements of 40 C.F.R. §§ 68.20 to 68.42, as required by 40 C.F.R. § 68.12(c)(2), is a violation of Section 112(r) of the CAA, 42 U.S.C. § 7412(r).

Count 2

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 steps provided in 40 C.F.R. §§ 68.48 through 68.60.

31. The EPA's inspection revealed that Respondent failed to implement the Program 2 prevention steps of 40 C.F.R. §§ 68.48 through 68.60, as required by 40 C.F.R. § 68.12(c)(3). Specifically:

- a. Respondent failed to compile and maintain up-to-date safety information related to the regulated substance, process, and equipment at the facility, as required by 40 C.F.R. § 68.48(a)(1)-(5);
- b. Respondent failed to ensure that the process is designed in compliance with recognized and generally accepted good engineering practices, as required by 40 C.F.R. § 68.48(b);
- c. Respondent failed to conduct a review of the hazards associated with the regulated substance, process, and procedures, as required by 40 C.F.R. § 68.50(a);
- d. Respondent failed to prepare written operating procedures that provide clear instructions for safely conducting activities associated with the covered process, including the steps for each operating phase; equipment inspections; and the consequences of deviations from operating procedures and steps required to correct or avoid deviations, as required by 40 C.F.R. § 68.52(a) and (b);
- e. Respondent failed to ensure that each employee has been trained or tested competent in the operating procedures required under 40 C.F.R. § 68.52 and to provide refresher training at least every three years, as required by 40 C.F.R. § 68.54(a) and (b);
- f. Respondent failed to prepare and implement procedures to maintain the ongoing mechanical integrity of the process equipment; failed to train each employee involved in maintaining the ongoing mechanical integrity of the

process; and failed to perform inspections and tests on process equipment, as provided by 40 C.F.R. § 68.56(a), (b), and (d); and

- g. Respondent failed to certify evaluation of the facility's compliance with Program 2 prevention requirements at least every three years; failed to develop a report of the audit findings and to determine, document, and execute appropriate responses to any deficiencies identified; and failed to retain the two most recent audit reports, as required by 40 C.F.R. § 68.58(a) through (e).

32. Each of Respondent's failures to comply with the Program 2 prevention steps of 40 C.F.R. Part 68, as described above, is a violation Section 112(r) of the CAA, 42 U.S.C. § 7412(r).

Count 3

33. The regulation at 40 C.F.R. § 68.12(c)(4) requires the owner or operator of a stationary source with a process subject to Program 2 to develop and implement an emergency response program as provided in 40 C.F.R. §§ 68.90 through 68.95. Pursuant to 40 C.F.R. § 68.90(a), the owner or operator of a stationary source with a Program 2 process shall comply with the emergency response program requirements of 40 C.F.R. § 68.95. However, the regulation at 40 C.F.R. § 68.90(b) provides, in pertinent part, that the owner or operator of a stationary source whose employees will not respond to accidental releases of regulated substances need not comply with 40 C.F.R. § 68.95 provided that (1) for stationary sources with any regulated toxic substance held in a process above the threshold quantity, the stationary source is included in the community emergency response plan developed under Section 303 of the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11003; and (2) appropriate mechanisms are in place to notify emergency responders when there is a need for a response.

34. The EPA's inspection revealed that Respondent would rely on local emergency responders in the event of an accident or release from the facility. Subsequent investigation revealed, however, that Respondent did not have contact with the Cass County Emergency Management Agency and Respondent's Facility was not included in the community emergency response plan. The EPA's inspection further revealed that Respondent failed to comply with the emergency response program requirements of 40 C.F.R. § 68.95, as required by 40 C.F.R. § 68.90(a).

35. Respondent's failure to develop and implement an emergency response program as provided in 40 C.F.R. §§ 68.90 and 68.95, as required by 40 C.F.R. §§ 68.12(c)(4), is a violation Section 112(r) of the CAA, 42 U.S.C. § 7412(r).

Count 4

36. The regulation at 40 C.F.R. § 68.190(b)(1) requires the owner or operator of a stationary source to revise and update an RMP submitted pursuant to 40 C.F.R. § 68.12(a) at least once every five years from the date of its initial submission or most recent update required by 40 C.F.R. § 68.190(b)(2)-(7).

37. The EPA's inspection and subsequent investigation revealed that Respondent's five-year RMP update was due August 25, 2013, however Respondent submitted its updated RMP on August 15, 2014.

38. Respondent's failure to revise and update its RMP at least once every five years pursuant to 40 C.F.R. § 68.190(b)(1), as required by 40 C.F.R. § 68.12(a), is a violation of Section 112(r) of the CAA, 42 U.S.C. § 7412(r).

CONSENT AGREEMENT

39. Respondent and Complainant agree to the terms of this CA/FO, and Respondent agrees to comply with the terms of the Final Order portion of this CA/FO.

40. Respondent admits the jurisdictional allegations of this CA/FO 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 CA/FO set forth below.

41. Respondent neither admits nor denies the factual allegations and legal conclusions set forth in this CA/FO.

42. Respondent waives its right to contest any issue of fact or law set forth above and its right to appeal the Final Order accompanying this Consent Agreement.

43. Respondent and Complainant agree to resolve this matter without the necessity of a formal hearing and to bear their respective costs and attorneys' fees incurred as a result of this action.

44. The undersigned representative of Respondent certifies that he or she is fully authorized to agree to the terms and conditions of this CA/FO and to execute and legally bind Respondent to such agreement.

45. Respondent understands and agrees that this CA/FO 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 CA/FO.

46. Respondent certifies by signing this CA/FO that, to the best of its knowledge, Respondent's Facility is in compliance with all requirements of Section 112(r) of the CAA, 42 U.S.C. § 7412(r), and all regulations promulgated thereunder.

Effect of Settlement and Reservation of Rights

47. This CA/FO resolves all civil and administrative claims for the CAA violations identified above. Complainant reserves the right to take any enforcement action with respect to any other violations of the CAA or any other applicable law.

48. The effect of settlement described in paragraph 47 is conditioned upon the accuracy of the Respondent's representations to EPA, as memorialized in paragraph 46 of this CA/FO.

49. Nothing contained in this CA/FO shall be construed as a release from any other action under law and/or regulation administered by EPA, nor shall it alter or otherwise affect Respondent's obligation to comply with all applicable federal, state, and local environmental statutes and regulations and applicable permits.

Payment of Penalty

50. Respondent agrees that in settlement of the claims alleged in this CA/FO, Respondent shall pay a civil penalty of Sixteen Thousand and Two-Hundred Dollars (\$16,200) within thirty (30) days of the effective date of this CA/FO and as directed in paragraphs 53 and 54 below.

51. The penalty specified in the paragraph above shall represent civil penalties assessed by EPA and shall not be deductible for purposes of federal, state, and local taxes.

52. Respondent consents to the issuance of the Final Order hereinafter recited and to the payment of the civil penalty as set forth below.

53. Respondent shall pay the penalty by cashier's or certified check, by wire transfer, or online. The payment shall reference the Docket Number on the check or wire transfer. If made by cashier's or certified check, the check shall be made payable to "United States Treasury" and remitted to:

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

Wire transfers shall be directed to the Federal Reserve Bank of New York as follows:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, New York 10045
Field Tag 4200 of the Fedwire message should read
“D 68010727 Environmental Protection Agency”

On-line payments are available through the Department of Treasury:

www.pay.gov
Enter “sfo 1.1” in the search field.
Open the form and complete required files.

54. A copy of the check, transfer, or online payment confirmation shall be sent simultaneously to the following:

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

and to:

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

Supplemental Environmental Project

55. In settlement of this matter, Respondent agrees to complete the following Supplemental Environmental Project (“SEP”), which the parties agree is intended to secure significant environmental and/or public health benefits. Respondents shall donate emergency response equipment to the Weeping Water Fire Department as described in Attachment A, which is incorporated herein by reference, including two (2) firefighting suits, two (2) helmets, two (2) pairs of boots, three (3) fire hoods, and six (6) pairs of gloves. The SEP shall be completed no later than sixty (60) days from the effective date of the Final Order.

56. The total expenditure for the SEP shall be no less than Four Thousand Seven Hundred and Fifty Dollars (\$4,750), in accordance with the specifications set forth in

Attachment A. All work required to complete the SEP shall be performed in compliance with all federal, state, and local laws and regulations.

57. Within thirty (30) days of completion of the SEP, Respondent shall submit a SEP Completion Report to the EPA as follows:

- a. The SEP Completion Report shall contain the following:
 - i. a detailed description of the SEP as implemented;
 - ii. itemized costs, documented by copies of purchase orders, receipts, or canceled checks;
 - iii. a description of the environmental and public health benefits resulting from implementation of the SEP (with a quantification of the benefits and pollutant reductions, if feasible); and
 - iv. certification that the SEP has been fully implemented pursuant to the provisions of this CA/FO.
- b. Respondent shall submit all notices and reports required by this CA/FO by first class mail to the following:

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

- c. In itemizing costs in the SEP Completion Report, Respondent shall clearly identify and provide acceptable documentation for all eligible SEP costs. Where the 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.
58. Respondent agrees to payment of stipulated penalties as follows:
- a. In the event Respondent fails to comply with any of the terms or provisions of this Consent Agreement relating to the performance of the SEP as set forth in paragraph 55 of this CA/FO, and/or to the extent that the actual expenditures of

the SEP do not equal or exceed the cost of the SEP described in paragraph 56 of this CA/FO, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

- i. Except as provided in subparagraph a.ii. and a.iii. of this paragraph, if the SEP is not completed satisfactorily and timely pursuant to the agreement set forth in paragraph 55 of this CA/FO, Respondent shall be liable for and shall pay a stipulated penalty to the United States in the amount of Five Thousand Seven Hundred Dollars (\$5,700), minus any documented expenditures determined by the EPA to be acceptable for the SEP.
 - ii. If Respondent fails to timely and completely submit the SEP Completion Report required by paragraph 57 of this CA/FO, Respondent shall be liable for and shall pay a stipulated penalty in the amount of Two Hundred and Fifty Dollars (\$250) per day. This stipulated penalty shall begin to accrue on the first day after the SEP Completion Report is due and continue to accrue through the day the SEP Completion Report is submitted.
 - iii. If the SEP is not completed in accordance with paragraphs 55 and 56 of this CA/FO, 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, Respondent shall not be liable for any stipulated penalty.
- 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 the EPA.
 - c. Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by the EPA for such penalties. The method of payment shall be in accordance with the provisions of paragraphs 53 and 54 of this CA/FO. Interest and late charges shall be paid as stated in paragraph 63 of this CA/FO.

59. Respondent certifies that it is not required to perform or develop the SEP by any federal, state, or local law or regulation; nor is Respondent required to perform or develop the SEP by agreement, grant, or as injunctive relief in this or any other case, nor 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.

60. Respondent certifies that it is not a party to any open federal financial assistance transaction that is funding or could be used to fund the same activity as the SEP. Respondent

further certifies that, to the best of its knowledge and belief after reasonable inquiry, there is no such open federal financial assistance transaction that is funding or could be used to fund the same activity as the SEP, nor has the same activity been described in an unsuccessful federal financial assistance transaction proposal submitted to the EPA within two years of the date of this settlement (unless the project was barred from funding as statutorily ineligible). For the purposes of this certification, the term "open federal financial assistance transaction" refers to a grant, cooperative agreement, loan, federally-guaranteed loan guarantee, or other mechanism for providing federal financial assistance whose performance period has not yet expired.

61. 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.

62. 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 for violations of the chemical accident prevention provisions of the Clean Air Act."

Late Payment Provision

63. Pursuant to 31 U.S.C. § 3717, the EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the cost of processing and handling a delinquent claim. Respondent understands that its failure to timely pay any portion of the civil penalty described in paragraph 50 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 accrue thereon at the applicable statutory rate on the unpaid balance until such civil or stipulated penalty and any accrued interest are paid in full. A late payment handling charge of \$15 will be imposed after thirty (30) days and an additional \$15 will be charged for each subsequent thirty (30) day period. Additionally, as provided by 31 U.S.C. § 3717(e)(2), a six percent (6%) per annum penalty (late charge) may be assessed on any amount not paid within ninety (90) days of the due date

General Provisions

64. Pursuant to 40 C.F.R. § 22.31(b), the effective date of this CA/FO shall be the date on which it is filed by the Regional Hearing Clerk for EPA, Region 7. All time periods herein shall be calculated therefrom in calendar days unless otherwise provided in this CA/FO.

65. The headings in this CA/FO are for convenience of reference only and shall not affect interpretation of this CA/FO.

66. Respondent and Complainant agree that this CA/FO may be signed in part and counterpart.

RESPONDENT:
AHRENS GRAIN, L.L.C.

Date: 9-20-16


Signature

William Ahrens
Name

Member / owner
Title

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

Date: 9/22/16



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

Date: Sept. 21, 2016



Jared Pessetto
Assistant Regional Counsel
U.S. Environmental Protection Agency, Region 7

FINAL ORDER

Pursuant to Section 113(d) of the Clean Air Act, 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 Complaint and Consent Agreement resolving this matter is hereby ratified and incorporated by reference into this Final Order.

The 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.

Date: Sept. 26, 2016

Karina Borromeo
Karina Borromeo
Regional Judicial Officer
U.S. Environmental Protection Agency, Region 7

AHRENS GRAIN, LLC
PO BOX 445
WEEPING WATER, NE 68463
PHONE 402-297-0876 FAX 402-267-5445

9/5/16

Dear EPA,

We here at Ahrens Grain, LLC propose to you that we purchase *Fire-Dex FX-A Custom Firefighter gear as well as the helmet, hood, gloves and boots* for the Weeping Water/Manley Rural Fire department, since these items only total \$4,502.18 we would also like to purchase 4 extra set of gloves and 1 extra hood making our contribution to them \$4,770.90. We have spoken with the Weeping Water/Manley Rural Fire Departments about their needs and they are in desperate need of this equipment. We feel that the complete set of gear, extra gloves and hood would be a good purchase for them under the SEP plan because they have several new members that do not have appropriately fitting gear. This fire department serves 53.5 square mile area and within that area there are many trucks and railcars that pass through caring hazardous materials in the case of an accident involving these materials it is important that all volunteers are wearing proper gear that fits. In order to carry out this SEP we will work with the Weeping Water Fire Chief; Daryl Ervin and Stan Smith the Danko salesman in ordering the complete gear and will pay the distributor for them. We would like to resolve this matter ASAP so as soon as the approval from the EPA is given I will make the phone call to Stan Smith with Danko to place the order.

Sincerely,

Brandy Ahrens
Office Manager

Attachment A

Date: Thursday, August 18, 2016 8:28 AM
 From: Stan Smith <stan@danko.net>
 To: ahrensgrain@windstream.net <ahrensgrain@windstream.net>
 Subject: here is the material you requested

It is the top middle(FX-A) gear.
 Cost of this gear is-\$1,725.94
 Helmet-\$162.07
 Gloves-\$59.38
 Nomex hood-\$31.20
 Boots-\$272.50
 Any other questions don't hesitate to give me a call.
 Stan Smith
 Cell: (402) 380-9169



Fire Dex



FX-R

Fire-Dex FX-R Custom Firefighter Gear Meets NFPA Standards

FX-R gear is the only gear in the industry utilizing Active Posture Design™ (APD). Designed together with the world's best rock climbing and extreme sports clothing designers, APD is a collection of design elements that are specifically designed to minimize firefighter stress and fatigue. APD focuses on achieving firefighter comfort and mobility through design rather than by oversizing the garment thereby reducing material and bulkiness.

ULTIMATE IN PERFORMANCE

Fire Dex



FX-A

Fire-Dex FX-A Custom Firefighter Gear Meets NFPA Standards

Formerly known as ASSAULT, this style of gear has been protecting firefighters for decades. FXA full custom gear is available with almost every option Fire-Dex has to offer including DexFlex™ mobility features and low or regular rise pants. This is our most versatile gear and can suit just about any needs.

LEGACY OF DEPENDABILITY

Fire Dex



Chieftain® Traditional 35M Firefighting Gear Meets NFPA Standards

- Traditional 35" Coat & Pant
- Outer Shell: Nomex
- Stedair® 3000 Moisture Barrier
- Coat: 10" x 10" Patch Pockets
- Coat: 9" x 3" x 2" Radio Pocket
- Pant: 10" x 10" Bellow Pockets
- Polymer Coated Kevlar® on all Cuffs, & Knees
- Black Padded Suspenders
- Colors: Black, Red, Tan, Yellow & White

COAT \$650
PANT \$449
COMPLETE SET **\$1,099**

Fire Dex



Chieftain® Deluxe 32X Firefighting Gear Meets NFPA Standards

- 32" Coat with 6" Bib Pants
- Outer Shell: Nomex®/Kevlar®
- Stedair® 3000 Moisture Barrier
- 3" Scotchlite™ Triple Trim - NYC
- 9" x 9" x 2" Hand Warmer Pockets
- Coat: 9" x 3" x 2" Radio Pocket
- Pant: 10" x 10" Bellow Pockets
- Polymer Coated Kevlar® Cuffs & Knees
- Black Padded Suspenders
- Colors: Gold, Khaki & Yellow

COAT \$859
PANT \$640
COMPLETE SET **\$1,499**

Attachment A

CHIEFTAIN® CLASSIC GEAR

Honeywell

**Morning Pride® Tails™
Firefighting Gear**
Meets NFPA Standards



The Morning Pride® TAILS™ system combines advanced pattern engineering with reduced weight to give you a better range of motion, increased protection, and improved ventilation. By strategically reducing excessive overlap at the front of the coat and adding length to the back, the TAILS™ system significantly improves mobility in the front and maximizes protection in the back.

**Extraordinary
Performance and
Reliability**



MORNING PRIDE
by Honeywell

CHIEFTAIN® CLASSIC GEAR

Honeywell

**Morning Pride® Ranger™
Firefighting Gear**
Meets NFPA Standards



Made to fit each unique firefighter, RANGER™ turnout gear protects through the roughest of calls. Offering you a wide variety of options so you can custom design your gear to serve your specific needs, RANGER™ gear is comfortable and light, making it the optimal choice for budget-conscious fire departments who do not want to compromise on quality or protection.

**Light on Your
Back...Even
Lighter on Your
Budget!**



MORNING PRIDE
by Honeywell

★ PROPPER™

PROPPER I.C.E.™ PERFORMANCE POLOS



- Moisture-Wicking Fabric
- Dries Faster than Cotton or Polyester
- Fade, Shrink & Wrinkle-Resistant
- For Use Both On & Off Duty
- Hidden Collar Stays
- Clean & Professional Look
- Mic Clips on Both Shoulders
- Sunglasses Clip Under Placket
- Gusseted Mesh Underarm
- Increased Ventilation
- Increased Range of Motion
- Extended Length for Tucking
- Two-Channel Pen Pocket on Left Shoulder

F5341-72
Hi-Viz Yellow, Cobalt Blue, Grey,
LAPD Navy, or Red

★ PROPPER™

PROPPER™ TACTICAL PANTS



- 65% Polyester / 35% Cotton
- Lightweight Ripstop
- Fade, Shrink & Wrinkle Resistant
- DuPont™ Teflon® Fabric Protector
- For Use Both On & Off Duty
- Includes D-Ring for Keys or Tools
- Extra-Large Belt Loops
- Action-Stretch Waistband
- Reinforced Seat & Knees
- Zipper Fly & Snap Closure
- Nine-Pocket Design
- Two Cargo Pockets
- Two Back Pockets
- Two Front Pockets
- Phone Pocket

F5252-50
LAPD Navy, or Khaki

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The Harder You Look, The Better You Work

IN THE MATTER Of Ahrens Grain, L.L.C., Respondent
Docket No. CAA-07-2016-0010

CERTIFICATE OF SERVICE

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

Copy emailed to Attorney for Complainant:

pessetto.jared@epa.gov

Copy by First Class Mail to Respondent:

Mr. William Ahrens/
Mr. Kenneth Ahrens
Ahrens Grain, L.L.C.
10320 Weeping Water Road
Weeping Water, Nebraska 68463

Dated: 9/20/16



Kathy Robinson
Hearing Clerk, Region 7