STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:	*	**Settlement Tracking No.**
	*	**SA-WE-15-0023**
PURINA MILLS, LLC	*	
	*	**Enforcement Tracking No.**
AI # 17603	*	**WE-CN-12-01259**
	*	
PROCEEDINGS UNDER THE LOUISIANA	*	
ENVIRONMENTAL QUALITY ACT	*	
LA. R.S. 30:2001, ET SEQ.	*	

SETTLEMENT

The following Settlement is hereby agreed to between Purina Mills, LLC ("Respondent") and the Department of Environmental Quality ("DEQ" or "the Department"), under authority granted by the Louisiana Environmental Quality Act, La. R.S. 30:2001, et seq. ("the Act").

I

Respondent is a limited liability company that owns and/or operates a feed mill located in Shreveport, Caddo Parish, Louisiana ("the Facility").

II

On January 9, 2013, the Department issued to Respondent a Consolidated Compliance Order & Notice of Potential Penalty (CONOPP), Enforcement No. WE-CN-12-01259, which was based upon the following findings of fact:

"The Respondent owns and/or operates a feed mill located at 223 W. 63rd Street in Shreveport, Caddo Parish, Louisiana. The Respondent was granted coverage under Louisiana Pollutant Discharge Elimination System (LPDES) Multi-Sector General Permit (MSGP) for Storm Water Discharges Associated with Industrial Activities LAR050000 and was specifically assigned

permit number LAR05M030, with and effective date of May 1, 2006, and an expiration date of April 30, 2011. The Department reissued coverage under LPDES MSGP LAR05M030 on or about May 30, 2011. The permit will expire on May 3, 2016. Under the terms and conditions of LPDES MSGP LAR05M030, the Respondent is authorized to discharge storm water associated with industrial activities into waters of the state.

An inspection conducted by the Department on or about April 27, 2012, in response to a citizen's complaint, revealed that the Respondent did cause or allow an unauthorized discharge of twenty (20) gallons of molasses into a storm drain, then into a drainage ditch, then into Brushy Bayou, waters of the state. Specifically, a valve that drains the secondary containment around the molasses, animal fat, and fish oil tanks, did not close all the way and released the materials to a newly installed automatic pump located in the sump, outside of secondary containment. When the pump turned on, the molasses, along with condensed water from the steam pipes, was discharged to the storm drain. The Respondent discharges process waste to the City of Shreveport's sanitary sewer system and is not authorized to discharge waste products into the storm drain. The April 27, 2012 inspection revealed that the Respondent failed to implement an adequate Spill Prevention and Control (SPC) plan. Specifically, the Respondent did not adequately seal the secondary containment drainage valve and did not have the pump in non-standby status at the time of the unauthorized discharge. The unauthorized discharge of waste materials waters of the state is a violation of La. R. S. 30:2075. The Respondent's failure to implement an adequate SPC plan is a violation of La. R.S. 30:2076 (A)(3) and LAC 33:IX.907.H.

A file review conducted by the Department on or about November 7, 2012, revealed that the Respondent failed to submit quarterly Discharge Monitoring Reports (DMRs) for the benchmark monitoring years of 2007 and 2009. Each failure to submit a DMR is a violation of LPDES MSGP

LAR05M030 (Section 6.U.6, Table U.3, Page 151), La. R.S. 30:2076 (A)(3), and LAC 33:IX.2701.L.4.a."

III

Respondent denies it committed any violations or that it is liable for any fines, forfeitures and/or penalties.

IV

Nonetheless, Respondent, without making any admission of liability under state or federal statute or regulation, agrees to pay, and the Department agrees to accept, a payment in the amount of THREE THOUSAND AND NO/100 DOLLARS ($3,000.00), of which Four Hundred Seventeen and 04/100 Dollars ($417.04) represents the Department's enforcement costs, in settlement of the claims set forth in this agreement. The total amount of money expended by Respondent on cash payments to the Department as described above, shall be considered a civil penalty for tax purposes, as required by La. R.S. 30:2050.7(E)(1).

V

Respondent further agrees that the Department may consider the inspection report(s), permit record(s), the CONOPP and this Settlement for the purpose of determining compliance history in connection with any future enforcement or permitting action by the Department against Respondent, and in any such action Respondent shall be estopped from objecting to the above-referenced documents being considered as proving the violations alleged herein for the sole purpose of determining Respondent's compliance history.

VI

This agreement shall be considered a final order of the Secretary for all purposes, including, but not limited to, enforcement under La. R.S. 30:2025(G)(2), and Respondent hereby waives any

right to administrative or judicial review of the terms of this agreement, except such review as may be required for interpretation of this agreement in any action by the Department to enforce this agreement.

VII

This settlement is being made in the interest of settling the state's claims and avoiding for both parties the expense and effort involved in litigation or an adjudicatory hearing. In agreeing to the compromise and settlement, the Department considered the factors for issuing civil penalties set forth in La. R. S. 30:2025(E) of the Act.

VIII

As required by law, the Department has submitted this Settlement Agreement to the Louisiana Attorney General for approval or rejection. The Attorney General's concurrence is appended to this Settlement Agreement.

IX

The Respondent has caused a public notice advertisement to be placed in the official journal of the parish governing authority in Caddo Parish, Louisiana. The advertisement, in form and wording approved by the Department, announced the availability of this settlement for public view and comment and the opportunity for a public hearing. Respondent has submitted an original proof-of-publication affidavit and an original public notice to the Department and, as of the date this Settlement is executed on behalf of the Department, more than forty-five (45) days have elapsed since publication of the notice.

X

Payment is to be made within ten (10) days from notice of the Secretary's signature. If payment is not received within that time, this Agreement is voidable at the option of the Department.

Payments are to be made by check, payable to the Department of Environmental Quality, and mailed or delivered to the attention of Accountant Administrator, Financial Services Division, Department of Environmental Quality, Post Office Box 4303, Baton Rouge, Louisiana, 70821-4303. Each payment shall be accompanied by a completed Settlement Payment Form (Exhibit A).

XI

In consideration of the above, any claims for penalties are hereby compromised and settled in accordance with the terms of this Settlement.

XII

Each undersigned representative of the parties certifies that he or she is fully authorized to execute this Settlement Agreement on behalf of his or her respective party, and to legally bind such party to its terms and conditions.

PURINA MILLS, LLC

BY: _____
(Signature)

_____
(Printed)

TITLE: _____

THUS DONE AND SIGNED in duplicate original before me this _____ day of _____, 20 _____, at _____.

_____
NOTARY PUBLIC (ID #_____)

_____
(stamped or printed)

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
Peggy M. Hatch Secretary

BY: _____
D. Chance McNeely, Assistant Secretary
Office of Environmental Compliance

THUS DONE AND SIGNED in duplicate original before me this _____ day of _____, 20_____, at Baton Rouge, Louisiana.

_____
NOTARY PUBLIC (ID # _____)

_____
(stamped or printed)

Approved: _____
D. Chance McNeely, Assistant Secretary