



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING



C. HEIDI GREYER
DIRECTOR

June 18, 2018

CERTIFIED MAIL 7011 2970 0004 5028 6671

Mr. Jan Vanderhoff
Hoffland Dairy, LLC
9510 Haley Road
Clayton, Michigan 49235

Dear Mr. Vanderhoff:

SUBJECT: Hoffland Dairy, LLC; Administrative Consent Order (ACO)

Enclosed with this letter, please find a fully-executed original of ACO-05126 entered between the Department of Environmental Quality (DEQ), Water Resources Division (WRD), and Hoffland Dairy, LLC. The ACO became effective June 7, 2018.

Requirements set forth in Section II of the ACO require payment of the 2015, 2016, and 2017, annual permit fees totaling \$1,800; and the 2018 Concentrated Animal Feeding Operation permit fee of \$600. A payment of \$2,400 for these fees was received by the DEQ, WRD, on April 20, 2018, from Hoffland Dairy, LLC.

An invoice for payment of the civil fine has also been enclosed with this letter. Instructions for payment are included in the ACO. Please pay the civil fine not later than the date specified in the ACO.

Please note that the Violation Notice (VN) and Enforcement Notice (EN) numbers (VN-007884 and EN-007884, respectively) in Exhibit A were incorrectly numbered. In the enclosed ACO, the numbers have been corrected to correspond with VN-007868 dated November 15, 2017.

If you have any further questions regarding this matter, please contact Ms. Rachel Burns, Jackson District Office, WRD, at 517-416-4073 or burnsr6@michigan.gov; or you may contact me at 517-284-5494 or nelsonm2@michigan.gov.

Sincerely,

Maureen Nelson, Enforcement Specialist
Enforcement Unit
Water Resources Division

Enclosures

cc: Mr. Jon Russell, DEQ
Ms. Tiffany Myers, DEQ
Ms. Rachel Burns, DEQ

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
 Water Resources Division
 Enforcement
INVOICE
 Issued under authority of Public Act 451 of 1994.
 FED ID # 38-6000134

HOFFLAND DAIRY, LLC
 MR. JAN VERDERHOFF
 9510 HALEY ROAD
 CLAYTON, MI 49235
 US

Invoice Number:	761-10353203
Customer Id:	446035
Invoice Date:	June 07, 2018
Total Due:	\$3,000.00

HOFFLAND DAIRY, LLC
 9510 HALEY ROAD
 CLAYTON, MI 49235
 US

Failure to submit payment by the date due will result in penalties as described by law. Please be sure to reference the settlement ID# on the check when you remit payment.

Reference
WRD40151

Invoice Item	Qty	Unit Cost	Sales Tax	Total Cost
SETTLEMENT ID# WRD40151 - DUE NO LATER THAN 7/7/2018	1.00	\$3,000.00	\$0.00	\$3,000.00

Total Invoice: **\$3,000.00**
 Payment Due: Upon Receipt

REMIT PAYMENT TO: **STATE OF MICHIGAN**
 TO ENSURE PROPER CREDIT, SEND THIS PORTION WITH PAYMENT TO:
DEQ CASHIERS OFFICE
PO BOX 30657

Reference
WRD40151

INVOICE NUMBER
761-10353203
WRD ACO

LANSING, MI 48909-8157

(Please note or make any address corrections below.)

HOFFLAND DAIRY, LLC
 MR. JAN VERDERHOFF
 9510 HALEY ROAD
 CLAYTON, MI 49235
 US

Total Due: **\$3,000.00**

**STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
WATER RESOURCES DIVISION**

ADMINISTRATIVE CONSENT ORDER

In the matter of:

ACO-05126

Date Entered: June 7, 2018

SECTION I

FACILITY OWNER OR MUNICIPALITY

FULL LEGAL NAME OF FACILITY OR MUNICIPALITY Hoffland Dairy, LLC		
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS IDENTIFICATION NUMBER, if applicable 801311036		
ADDRESS 9701 Haley Road		
CITY Clayton	STATE Michigan	ZIP 49235
AUTHORIZED SIGNATORY Jan Vanderhoff		FACILITY OWNER PHONE # 517-266-0384

FACILITY NAME AND LOCATION

FACILITY NAME Hoffland Dairy-CAFO		
FACILITY ADDRESS 9864 Haley Road		
CITY Clayton	STATE Michigan	ZIP 49235
COUNTY Lenawee		
FACILITY CONTACT NAME Luke Vanderhoff		PHONE # 517-662-9105

This document results from allegations by the Department of Environmental Quality (DEQ), Water Resources Division (WRD). The DEQ alleges that the above-referenced Facility Owner (Owner) is in violation of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), the administrative rules promulgated under this statute, and applicable permits issued to the Owner, as identified below.

STATUTE		PERMIT(S)
Part 31, Water Resources Protection, MCL 324.3101 <i>et seq.</i>	<input checked="" type="checkbox"/>	Permit Number: MI0058109

Specific violations are referenced in DEQ letters attached to this Administrative ACO (ACO) as Exhibit A. The Owner and the DEQ agree to resolve the violations set forth herein through entry of this ACO. The Owner further agrees to resolve all compliance issues set forth in Exhibit A in accordance with the requirements contained in this ACO. This ACO, in its entirety, shall consist of Section I; the attached Sections II, III, and IV; Exhibit A; and any other referenced attachments, exhibits, or appendices. This ACO shall be considered null and void if it does not include, at a minimum, Sections I, II, III, and IV and Exhibit A.

The Owner agrees to pay a civil fine of **\$3,000.00** for the violations specified in Exhibit A of this ACO. Payment of the civil fine shall be made within 30 days of the effective date of this ACO. Payment of avoided permit fees shall be made in accordance with the compliance schedule in Section II of this ACO. A permit fee invoice will be sent to the Owner from the WRD after this ACO is fully executed by the WRD Division Director. Failure to make timely payment constitutes a violation of this ACO. The Owner agrees to pay all funds due pursuant to this ACO by check made payable to the State of Michigan and delivered to the DEQ Cashier's Office, P.O. Box 30657, Lansing, Michigan 48909-8157, or hand delivered to the DEQ Cashier's Office, 425 West Ottawa Street, Lansing, Michigan 48933. To ensure proper credit, all payments made pursuant to this ACO must include the **Payment Identification No. WRD40151**. The Owner agrees not to contest the legality of the civil fine or the avoided permit fees.

Signatories

DEPARTMENT OF ENVIRONMENTAL QUALITY



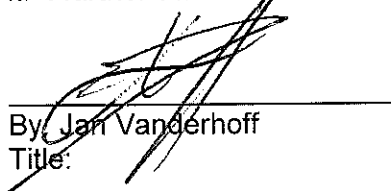
Teresa Seidel, Division Director
Water Resources Division

6/7/18

Date

HOFFLAND DAIRY, LLC

I undersigned CERTIFY that I am fully authorized by the party identified above to enter into this ACO to comply by consent and to EXECUTE and LEGALLY BIND that party to it. I further attest that all information provided herein is accurate and true.



By Jan Vanderhoff
Title:

5/30/18

Date

SECTION II - COMPLIANCE SCHEDULE

IT IS THEREFORE AGREED AND ORDERED THAT THE Owner shall take the following actions to comply with and to prevent further violations of Part 31, Water Resources Protection, of the NREPA.

- 2.1 The Owner agrees to comply with Part 31, and NPDES Permit No. MI0058109.
- The Owner agrees to pay the applicable annual permit fee of \$600.00 for fiscal years 2015, 2016, and 2017, totaling \$1,800.00, to the State of Michigan in accordance with Section 3120 of Part 31 of the NREPA. Payment shall be made not later than 45 days after receiving a permit fee invoice from the WRD for each of the 2015, 2016 and 2017 annual discharge permit fees.
 - The Owner agrees to pay the applicable Part 31 of the NREPA permit fee of \$600.00 associated with the Concentrated Animal Feeding Operation (CAFO) for the 2018 billing period and each billing period thereafter in accordance with Section 3120 of Part 31 of the NREPA and the invoice that will be mailed to the Owner each year.
 - Upon issuance of the NPDES Permit for the CAFO, the Owner shall pay the associated annual permit fee in accordance with Part 31 of the NREPA.

Sections III and IV of this ACO shall not be altered in any way, including adding or eliminating any language, striking terms or parts of terms, retyping in whole or in part, or using a different format. Any changes to this document without written approval from the DEQ renders the ACO null and void.

SECTION III - STIPULATIONS

The Owner and the DEQ stipulate as follows:

1. The DEQ reserves all rights afforded to it under the law or laws under which this ACO is being entered. The DEQ is authorized to enter this ACO to comply with state law under Section 3112(4) of Part 31 of the NREPA.
2. The Owner consents to the issuance and entry of this ACO and stipulates that the entry of this ACO constitutes a final order of the DEQ and is enforceable as such under the appropriate provisions of state law identified in Section I this ACO. The Owner agrees not to contest the issuance of this ACO, and that the resolution of this matter by the entry of this ACO is appropriate and acceptable. It is also agreed that this ACO shall become effective on the date it is signed by the division director of the WRD, delegate of the DEQ director.
3. The Owner and the DEQ agree that the signing of this ACO is for settlement purposes only and does not constitute an admission by the Owner that the law has been violated.

4. The Signatory to this ACO on behalf of the Owner agrees and attests that it is fully authorized to assure that the Owner will comply with all requirements under this ACO.
5. The Owner shall achieve compliance with the aforementioned regulations in accordance with the requirements contained in Section II of this ACO.

SECTION IV – GENERAL PROVISIONS

1. With respect to any violations not specifically addressed and resolved by this ACO, the DEQ reserves the right to pursue any other remedies to which it is entitled for any failure on the part of the Owner to comply with the requirements of the NREPA and its rules. Entry of this ACO does not relieve the Owner from future liability for the potential need to conduct remedial actions if contaminants originating from the discharge are discovered at limits that exceed the criteria under applicable law. The DEQ further expressly reserves the right to pursue the Owner for injunctive relief and costs associated with overseeing and conducting these remedial actions.
2. The DEQ and the Owner consent to enforcement of this ACO in the same manner and by the same procedures for all final orders entered pursuant to the provisions of the NREPA.
3. This ACO in no way affects the Owner's responsibility to comply with any other applicable state, federal, or local laws or regulations.
4. The WRD reserves its right to pursue appropriate action, including injunctive relief to enforce the provisions of this ACO and applicable statutory fines for any violation of this ACO.
5. Nothing in this ACO is or shall be considered to affect any liability the Owner may have for natural resource damages caused by the Owner's acts or omissions. The State of Michigan does not waive any rights to bring an appropriate action to recover such damages to the natural resources.
6. In the event the Owner sells or transfers the facility, it shall advise any purchaser or transferee of the existence of this ACO in connection with such sale or transfer. Within 30 calendar days, the Owner shall also notify the WRD District Supervisor, in writing, of such sale or transfer, the identity and address of any purchaser or transferee, and confirm the fact that notice of this ACO has been given to the purchaser and/or transferee. The purchaser and/or transferee of this ACO must agree, in writing, to assume all of the obligations of this ACO. A copy of that agreement shall be forwarded to the WRD District Supervisor within 30 days of assuming the obligations of this ACO.
7. The provisions of this ACO shall apply to and be binding upon the parties to this action and their successors and assigns.
8. This ACO constitutes a civil settlement and satisfaction as to the resolution of the violations specifically addressed herein; however, it does not resolve any criminal action that may result from these same violations.

9. REPORTING

The Owner shall verbally report any violation(s) of the terms and conditions of this ACO to the WRD District Supervisor by no later than the close of the next business day following detection of such violation(s) and shall follow such notification with a written report within five business days following detection of such violation(s). The written report shall include a detailed description of the violation(s), as well as a description of any actions proposed or taken to correct the violation(s). The Owner shall report any anticipated violation(s) of this ACO to the above-referenced individual in advance of the relevant deadlines whenever possible.

10. RETENTION OF RECORDS

Upon request by an authorized representative of the DEQ, the Owner shall make available to the DEQ all records, plans, logs, and other documents required to be maintained under this ACO or pursuant to applicable laws or rules. All such documents shall be retained by the Owner for at least a period of three years from the date of generation of the record unless a longer period of record retention is required by the applicable law or its rules.

11. RIGHT OF ENTRY

The Owner shall allow any authorized representative or contractor of the DEQ, upon presentation of proper credentials, to enter upon the premises of the facility at all reasonable times for the purpose of monitoring compliance with the provisions of this ACO. This paragraph in no way limits the authority of the DEQ to conduct tests and inspections pursuant to the NREPA and the rules promulgated thereunder, or any other applicable statutory provision.

12. DEQ APPROVAL OF SUBMITTALS

For any work plan, proposal, or other document, excluding applications for permits or licenses, that are required by this ACO to be submitted to the DEQ by the Owner, the following process and terms of approval shall apply:

- a. All work plans, proposals, and other documents required to be submitted by this ACO shall include all of the information required by the applicable statute and/or rule, and all of the information required by the applicable paragraph(s) of this ACO.
- b. In the event the DEQ disapproves a work plan, proposal, or other document, it will notify the Owner, in writing, specifying the reasons for such disapproval. The Owner shall submit, within 30 days of receipt of such disapproval, a revised work plan, proposal, or other document that adequately addresses the reasons for the DEQ's disapproval. If the revised work plan, proposal, or other document is still not acceptable to the DEQ, the DEQ will notify the Owner of this disapproval.
- c. In the event the DEQ approves with specific modifications, a work plan, proposal, or other document, it will notify the Owner, in writing, specifying the modifications required to be made to such work plan, proposal, or other document prior to its

implementation and the specific reasons for such modifications. The DEQ may require the Owner to submit, prior to implementation and within 30 days of receipt of such approval with specific modifications, a revised work plan, proposal, or other document that adequately addresses such modifications. If the revised work plan, proposal, or other document is still not acceptable to the DEQ, the DEQ will notify the Owner of this disapproval.

- d. Upon DEQ approval, or approval with modifications, of a work plan, proposal, or other document, such work plan, proposal, or other document shall be incorporated by reference into this ACO and shall be enforceable in accordance with the provisions of this ACO.
- e. Failure by the Owner to submit an approvable work plan, proposal, or other document, within the applicable time periods specified above, constitutes a violation of this ACO and shall subject the Owner to the enforcement provisions of this ACO.
- f. Any delays caused by the Owner's failure to submit an approvable work plan, proposal, or other document when due shall in no way affect or alter the Owner's responsibility to comply with any other deadline(s) specified in this ACO.
- g. No informal advice, guidance, suggestions, or comments by the DEQ regarding reports, work plans, plans, specifications, schedules, or any other writing submitted by the Owner will be construed as relieving the Owner of its obligation to obtain written approval if and when required by this ACO.

13. EXTENSIONS

The Owner and the DEQ agree that the DEQ may grant the Owner a reasonable extension of the specified deadlines set forth in this ACO. Any extension shall be preceded by a written request to the WRD District Supervisor no later than ten business days prior to the pertinent deadline and shall include:

- a. Identification of the specific deadline(s) of this ACO that will not be met.
- b. A detailed description of the circumstances that will prevent the Owner from meeting the deadline(s).
- c. A description of the measures the Owner has taken and/or intends to take to meet the required deadline.
- d. The length of the extension requested and the specific date on which the obligation will be met.

No change or modification to this ACO shall be valid unless in writing from the DEQ and, if applicable, signed by both parties.

14. TERMINATION

This ACO shall remain in full force and effect until terminated by a written Termination Notice (TN) issued by the DEQ. Prior to issuance of a written TN, the Owner shall submit a request consisting of a written certification that the Owner has fully complied with the requirements of this ACO and has made payment of any fines, including stipulated penalties, required in this ACO. Specifically, this certification shall include:

- a. The date of compliance with each provision of the compliance program in Section II, and the date any fines or penalties were paid.
- b. A statement that all required information has been reported to the WRD district supervisor.
- c. Confirmation that all records required to be maintained pursuant to this ACO are being maintained at the facility.

The DEQ may also request additional relevant information. The DEQ shall not unreasonably withhold issuance of a TN.

Exhibit A
Administrative ACO

<u>Enforcement Type</u>	<u>Enforcement Number</u>	<u>Issued Date</u>
VIOLATION NOTICE	VN-007884 VN-007868 ^{ms}	November 15, 2017
ENFORCEMENT NOTICE	EN-007884 VN-007868 ^{ms}	November 15, 2017

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
JACKSON DISTRICT OFFICE



RICK SNYDER
GOVERNOR

VN No. VN-007868

CERTIFIED MAIL

Mr. Jan Vanderhoff, Owner
Hoffland Dairy, LLC
9510 Haley Road
Clayton, Michigan 49235

VIOLATION NOTICE & ENFORCEMENT NOTICE

Dear Mr. Vanderhoff:

SUBJECT: Violation Notice and Enforcement Notice
Hoffland Dairy-CAFO

THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ), WATER RESOURCES DIVISION (WRD), Jackson District Office, is pursuing an escalated enforcement action for violations of law by Hoffland Dairy, LLC (hereinafter "facility") as set forth herein.

PLEASE BE ADVISED that the facility has failed to comply with Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.3101 *et seq.*, and the administrative rules promulgated thereunder being 2006 AACS R 323.2101 *et seq.*, as amended; and National Pollutant Discharge Elimination System (NPDES) Permit No. MI0058109, which was issued and effective on January 14, 2010 and expired on October 1, 2014 (NPDES Permit). The facility was previously notified of these allegations in e-mail and phone conversations (with both the facility's Comprehensive Nutrient Management Plan (CNMP) provider and the permittee) in August 2015, February, March, June, August, and November 2016 and in a Compliance Communication dated July 5, 2017.

The facility failed to submit a timely reissuance application prior to the permit expiration on October 1, 2014. On November 7, 2014, a permit application was submitted on behalf of the facility to the WRD. The permit reissuance application did not include an updated CNMP. A supplemental letter to the permit application indicated that the CNMP was being revised and would be submitted by the end of December 2014. To date, a revised CNMP has not been submitted to the WRD which constitutes an incomplete application.

YOU ARE FURTHER ADVISED THAT the WRD has identified the following violations at the facility: The facility has operated and discharged wastewater to the waters of the state without first applying for and then being issued the required NPDES permit since the previous permit expired on October 1, 2014.

The facility should take immediate action to achieve and maintain compliance with the terms and conditions of Part 31 and its Rules and the NPDES Permit. To return to compliance, the facility must complete the following steps:

1. Submit a revised CNMP to the WRD.
2. Enter into a formal agreement with the WRD to resolve the violations identified herein, as well as any additional violations discovered hereafter. At this time the WRD is offering a District Administrative Consent Order.

Please submit the revised CNMP to the Jackson District Office by December 4, 2017. If the CNMP cannot be submitted by that date, contact the WRD staff listed below by November 27, 2017 and the WRD will provide another date in the future by which to submit the CNMP.

The WRD reserves its right to take all necessary and appropriate enforcement actions for all violations of Part 31 and its Rules and the NPDES Permit, that have occurred to date and any violations that may occur in the future. These actions may include, but are not limited to, seeking civil fines, injunctive relief, natural resources damages, and all costs associated with this enforcement action, including attorney costs and any other relief available to the WRD.


The facility's continuing failure to comply with the terms of Part 31 and its Rules and the NPDES Permit, or other requirements set forth in this Violation Notice and Enforcement Notice may result in additional fines, penalties, or other actions.

If you have any factual information you would like us to consider regarding the violations identified in this Violation Notice and Enforcement Notice, please provide them with your written response.

Pursuant to Section 324.1511 of the NREPA, the facility may request a preliminary meeting with WRD staff to discuss the issues detailed in this Violation Notice and Enforcement Notice. If you would like to request such a meeting, please contact Ms. Rachel Burns, Jackson District Office, WRD, at 517-416-4073; burns6@michigan.gov; or MDEQ, WRD, Jackson District Office, 301 East Louis Glick Highway, Jackson, Michigan 49201 within **ten days from your receipt of this Notice**. Please submit a written response to this Notice and aforementioned subject violations NOT LATER than 14 days from your receipt of this Notice. Otherwise, a draft formal settlement document will be sent to you that details authority, allegations, remedy sought, including penalties, and additional requirements.

**STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
WATER RESOURCES DIVISION**

Date Issued: November 15, 2017



Tiffany J. Myers, Supervisor
Jackson District Office
Water Resources Division

ADDRESS FOR FURTHER CORRESPONDENCE:

Ms. Rachel Burns, Environmental Quality Analyst

Mr. Jan Vanderhoff
Hoffland Dairy, LLC

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November 15, 2017

Jackson District Office
Water Resources Division
301 East Louis Glick Highway
Jackson, Michigan 49201

cc: Mr. Jon Russell, MDEQ
Ms. Rachel Burns, MDEQ