Appendix A
Aquila (St. Joseph Light & Power) – Lake Road Documentation

- **Amendment #2 to Lake Road SO_2 AOC# APCP 2015-118**

BEFORE THE MISSOURI DEPARTMENT OF NATURAL RESOURCES

In the Matter of:	)	
	)	
EVERGY, INC. – LAKE ROAD GENERATING STATION	)	No. APCP-2015-118
	)	
	)	

AMENDMENT #2
TO
ADMINISTRATIVE ORDER ON CONSENT

The issuance of this second amendment (Amendment #2) to the administrative order on consent (AOC) No. APCP-2015-118 by the Missouri Department of Natural Resources (Department) is a formal administrative action taken by the State of Missouri after conference with EVERGY, INC. – LAKE ROAD GENERATING STATION (Evergy). The parties agree this amendment to the AOC is being issued to administer, implement, and enforce the purposes of the Missouri Air Conservation Law, Chapter 643, RSMo, and its implementing regulations and is not the result of any past or current violations. The parties agree that this AOC is being issued under 643.060(4), RSMo. Evergy further agrees that a failure to comply with this amendment to the AOC is a violation of the Missouri Air Conservation Law under Section 643.151, RSMo.

I. BACKGROUND

1. On or about May 25th, 2001 the Circuit Court of Buchanan County entered a Consent Decree in Case No. 01-CV-74164 (Consent Decree) requiring St. Joseph Light & Power Company to undertake an SO_2 emissions reduction program in order to attain the 1971 national ambient air quality standard for SO_2 as required by the federal Clean Air Act of 1990. The SO_2 emissions program outlined in the Consent Decree contained terms requiring St. Joseph Light & Power Company, and their successors, assigns, agents, subsidiaries, affiliates, and lessees to use certain fuel in each combustion unit, unless otherwise authorized by the

Department. Evergy, as a successor, assign, agent, subsidiary, affiliate, or lessee, of the St. Joseph Light & Power is bound by the terms of the Consent Decree.

2. On March 30, 2015, Kansas City Power & Light (KCP&L) submitted a letter to the Department as notification of their intent to cease the combustion of coal in the Lake Road Station Boiler No. 6 by April 16, 2016. Prior to April 16, 2016, Boiler No. 6 combusted coal as the primary fuel and natural gas as a secondary fuel.

3. On April 6, 2016, AOC No. APCP-2015-118 was executed by the Department and KCP&L in response to the March 30, 2015 KCP&L request. The 2016 AOC served three purposes:

   a. Provide concurrence for changing the previously stated Boiler No. 6 SO_2 control strategy from the primary fuel of coal to natural gas and change the secondary fuel from natural gas to No. 2 fuel oil;
   b. Clarify that the terms "primary" and "secondary" related to fuels are an indicator of priority of typical usage but are not restrictive to the actual fuel combusted; and
   c. To carry forward into the AOC the stipulated requirements for other Lake Road emission units embodied in the Consent Decree. The agreement embodied in the AOC subsumed and replaced the Consent Decree.

4. In February 2018, KCP&L requested a modification to the AOC to remove the requirement to blend high and medium sulfur coal with low sulfur coal in Boiler No. 5. Only low sulfur coal would be utilized. Additionally, KCP&L requested a modification of the monitoring requirement for the sulfur content of the coal, specifically replacing the required daily coal sample with a requirement to collect one sample per coal shipment.

5. On June 13, 2018, Amendment #1 to AOC, No. APCP-2015-118 was executed in response to the KCP&L request. As a result of Amendment #1, KCP&L agreed to discontinue the blending of high and medium sulfur coal with low sulfur coal and to begin using only low sulfur coal in Boiler No. 5. The associated fuel requirements table and monitoring requirements in the AOC were also amended accordingly.

6. On June 2, 2021, Evergy requested a modification to the AOC to address the following:

- Retirement of Boiler No. 3;
- Evergy's intent to fire a lower sulfur fuel oil; and
- A request to streamline the compliance requirements provided in the AOC given the reduction in actual and allowable emissions as the result of the AOC Amendment.

7. This AOC, Amendment #2, will subsume and replace the 2016 AOC and 2018 AOC Amendment #1, which together subsumed and replaced the Consent Decree. This Amendment #2 does not originate from an enforcement action.

II. AGREEMENT

8. The Department and Evergy agree that this AOC shall not be construed as a waiver or modification of any requirements of the Missouri Air Conservation Law and regulations or any other source of law, and that this AOC does not resolve any claims based on any failure of Evergy to meet the requirements of this AOC, or claims for past, present or future violations of any permits, statutes, or regulations.

9. The provisions of this AOC shall apply to and be binding upon the parties executing this AOC, their agents, subsidiaries, successors, assigns, affiliates, and lessees, including officers, agents, servants, corporations and any persons acting under, through or for the parties agreeing hereto. Any changes in ownership or corporate status, including but not limited to any transfer of assets or real or personal property, shall not affect the responsibilities of Evergy under this AOC. If Evergy sells or otherwise transfers its business or the real estate that is the situs of this AOC, then Evergy shall cause as a condition of such sale or transfer, that the buyer will assume the obligations of Evergy under this AOC in writing. In such event, Evergy shall provide thirty (30) days prior written notice of such assumption to the Department. Any notification shall be mailed to the Departments' Air Pollution Control Program at P.O. Box 176, Jefferson City, MO 65102-0176.

10. In light of the mutual promises contained herein, the parties agree to the requirements set forth in paragraphs 11 – 24.

III. BOILER NO. 3 RETIREMENT

11. Evergy agrees that it will be a violation of this AOC to operate Boiler No. 3 at Lake Road after Amendment #2 of this AOC is executed by both parties.

IV. FUEL REQUIREMENTS

12. Unless exempted by paragraph 12.A., Evergy agrees that the emission units at Lake Road that are listed in Table 1 of this AOC shall operate in accordance with the fuel requirements provided in Table 1. The terms "primary" and "secondary" related to the fuels are an indicator of priority of typical usage but are not restrictive to the actual fuel combusted. The sulfur content of the fuel oil[1], as

[1] For purposes of this Agreement, fuel oil includes but is not limited to the following fuels so long as the sulfur content limitation is met: No 2. Fuel Oil; Diesel Fuel; Biodiesel; blends of these fuels; and other fuels approved by the Department and meeting the sulfur limit.

described in footnote 1, purchased for use in Boiler Nos. 1, 2, 4, and 6 and combustion turbine Nos. 5, 6, and 7 shall not exceed 0.0015% by weight (15 ppm). Evergy may combust propane in place of fuel oil or coal in the boilers for light-off and flame stabilization during periods of natural gas curtailment and for testing of the propane combustion system.

A. Temporary Exemptions for Fuel Requirements – Evergy may request, and the Department may grant, temporary exemptions to the fuel requirements listed in Table 1 in the event an unforeseen circumstance would cause a fuel not listed in Table 1 to be substantially more reasonable during a temporary time period. For this exemption to apply, Evergy must receive written authorization from the Department prior to the use of such alternative fuel. To qualify for this temporary exemption, Evergy must notify the Department in writing. This notification must include an explanation of the unforeseen circumstance, the alternative fuel they are seeking the exemption to use, and the reason the unforeseen circumstance has made the use of such alternative fuel substantially more reasonable than the fuels listed in Table 1. The notification must also include the actions that Evergy has taken and plans to take to address the issue, and the amount of time for which they are requesting the exemption. The Department maintains the discretion to allow an exemption pursuant to this paragraph, including the duration of such exemption.

13. All coal delivered to Lake Road for Boiler No. 5 shall be low sulfur coal. For the purposes of this AOC, low sulfur coal is defined as coal with an SO_2 emission potential of 1.349 lbs. SO_2/mmBtu or less.

Table 1: Fuel Requirements for Lake Road Emission Units

Emission Unit	Primary Fuel	Secondary Fuel
Boiler Nos. 1, 2, 4, and 6	Natural Gas	Fuel Oil
Boiler No. 5	Coal (low sulfur)	Natural Gas
Combustion Turbine No. 5	Natural Gas	Fuel Oil
Combustion Turbine Nos. 6 and 7	Fuel Oil	Natural Gas

V. COMPLIANCE MONITORING/RECORDKEEPING

14. Evergy shall maintain records demonstrating that the sulfur content of the fuel oil purchased for use in the Boilers and Combustion Turbines listed in Table 1 does not exceed 0.0015% by weight (15 ppm). These records can include fuel delivery records or a valid purchase contract specifying the sulfur content of fuel oil sold to Evergy for use in the boilers and combustion turbines will not exceed 0.0015% by weight (15 ppm).

15. Evergy shall maintain records demonstrating that potential SO_2 emissions from each shipment of coal delivered to the Lake Road facility does not exceed 1.349 lbs. SO_2/mmBtu. These records can include coal shipment sample analysis information which includes the sulfur content, heat content, and SO_2/mmBtu emission potential from each coal shipment. They can also include other record-keeping methods approved by the Department.

VI. DELIVERABLES

16. Evergy shall submit to the Department, on an annual basis, no later than 30 days after the end of the calendar year, a Certificate of Fuel Sulfur Content (see Appendix). This certifies that only compliant fuel was charged to Boiler Nos. 1, 2, 4, 5, and 6 and combustion turbine Nos. 5, 6, and 7.

17. In the event Evergy fails to adhere to the requirements as stated in this AOC, such actions will be considered a violation of this AOC and the Missouri Air Conservation Law.

VII. OTHER PROVISIONS

18. Evergy agrees to comply with the Missouri Air Conservation Law and regulations.

19. By signing this AOC, all signatories assert that they have read and understand the terms of this AOC, that they had the opportunity to consult with counsel, and that they have the authority to sign this AOC on behalf of their respective parties.

20. This AOC shall be construed and enforced according to the laws of the State of Missouri, and the terms stated herein shall constitute the entire and exclusive agreement to the parties hereto with respect to the matters addressed herein. The terms of this AOC supersede all previous memoranda of understanding, notes, conversations and agreement whether expressed or implied. This AOC may not be modified orally.

21. The parties agree that the Department will submit this Amendment #2 to the AOC to EPA as a SIP revision to replace Amendment #1 to the AOC, and as such, is subject to EPA approval. The parties further agree that after EPA has approved the SIP revision that contains this Amendment #2 to this AOC, any subsequent modifications to this AOC, will require approval from EPA before such modifications would take effect.

22. If any provision of this AOC is found to be unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. Nothing in this AOC excuses Evergy for any future non-compliance with the laws of the State of Missouri, and the Department expressly reserves the right to address future noncompliance in any manner authorized by law.

24. This AOC will become final, effective and fully enforceable upon the date the Department signs it. The Department shall send a fully executed copy of this AOC to Evergy for their records.

VIII. CORRESPONDENCE AND DOCUMENTATION

Correspondence or documentation with regard to this AOC shall be directed to the following persons, subject to change upon written notification from either party:

For the Department:

Compliance and Enforcement Section
Air Pollution Control Program
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, Missouri 65102-0176

For Evergy:

Director, Environmental Services Evergy, Inc.
P.O. Box 889
Topeka, KS 66601

IX. RIGHT OF APPEAL

By signing this AOC, Evergy waives any right to appeal, seek judicial review, or otherwise challenge this AOC pursuant to Sections 643.13, 643.085, or 621.250 RSMo, Chapter 536, 643 RSMo, 10 CSR 10-1.030, or any other source of law.

AGREED TO AND SO ORDERED:

MISSOURI DEPARTMENT OF NATURAL RESOURCES

Original Signed by Stephen Hall

Stephen M. Hall, Director
Air Pollution Control Program
Missouri Department of Natural Resources

10/18/2021

Date

EVERGY, INC.

Original Signed by Dan Wilkus

Daniel R. Wilkus, Director
Environmental Services
Evergy, Inc.

10/06/2021

Date

Appendix

- Annual Certification of Compliant Fuels and Fuel Sulfur Content at Lake Road Generating Station

Evergy, Inc.

Lake Road Generating Station

Certificate of Fuel Sulfur Content

Evergy, Inc. (Evergy), under agreement with the Missouri Department of Natural Resources, shall not burn fuel oil with a sulfur content greater than 0.0015% by weight (15 ppm) in Boiler Nos. 1, 2, 4, and 6 and Combustion Turbine Nos. 5, 6, and 7 at the Lake Road Generating Station. Additionally, Evergy shall not combust coal in Boiler No. 5 with an SO_2 emission potential of greater than 1.349 lb. SO_2/mmBtu.

I certify, to the best of my knowledge and belief that during the following time period _____, only compliant fuels were utilized as provided above. Any deviations or exemptions from this statement are provided in the box below.

Signed: _____

Printed Name: _____

Title: _____

Evergy, Inc. – Lake Road Generating Station

Date: _____

Appendix B
Doe Run Company, Lead Smelter and Refinery - Glover, Missouri
Documentation

- **Glover Consent Agreement - No Lead Processes**

BEFORE THE MISSOURI DEPARTMENT OF NATURAL RESOURCES

In the Matter of:	)	
	)	
THE DOE RUN RESOURCES CORPORATION d/b/a	)	No. APCP-2020-002
	)	
	)	
THE DOE RUN COMPANY	)	
	)	

CONSENT AGREEMENT

The issuance of this Consent Agreement No. APCP-2020-002 (Consent Agreement) by the Missouri Department of Natural Resources (Department) is a formal administrative action taken by the State of Missouri after conference with THE DOE RUN RESOURCES CORPORATION, d/b/a THE DOE RUN COMPANY (Doe Run). The parties agree this voluntary Consent Agreement is being issued to administer, implement, and enforce the purposes of the Missouri Air Conservation Law, Chapter 643, RSMo, and its implementing regulations and is not the result of any past or current violations. The parties agree that this Consent Agreement is being issued as an administrative order under 643.060(4), RSMo. Doe Run further agrees that a failure to comply with this Consent Agreement is a violation of the Missouri Air Conservation Law under Section 643.151, RSMo.

BACKGROUND

In 2003, The Department entered into a Settlement Agreement with the Missouri Air Conservation Commission (MACC) and Doe Run (2003 Settlement Agreement). The 2003 Settlement Agreement is the most recent revision to Missouri's plan to maintain compliance with the 1978 lead National Ambient Air Quality Standard (NAAQS) in the area surrounding Doe Run's historical primary lead-smelting facility located in Glover, Missouri (Glover Facility).

In 2008 the U.S. Environmental Protection Agency (EPA) promulgated a revised NAAQS for lead, and revoked the 1978 lead NAAQS for most areas in the country including the area surrounding the Glover Facility. EPA's initial designation for the area surrounding the Glover Facility was attainment under the 2008 lead NAAQS and that designation status for the area has not changed.

Doe Run has discontinued lead smelting operations at the Glover Facility and removed a majority of the lead processing equipment and structures therein. Doe Run has a Metallic Minerals Waste Management Closure Plan approved by the Department's Land Reclamation Program in January 2018.

The 2003 Settlement Agreement no longer accurately reflects the current state of the site and contains numerous provisions and conditions that are no longer necessary or relevant. The Department has developed this Consent Agreement in voluntary coordination with Doe Run to replace the 2003 Settlement Agreement and to become the enforceable mechanism of Missouri's state implementation plan (SIP) to ensure continued compliance with the 2008 lead NAAQS in the Townships of Liberty and Arcadia in Iron County. The SIP revision, which will contain this Consent Agreement, is identified by the Department's SIP project number: *2008-Lead-6 Glover*, and is hereafter referred to as the (Glover Lead SIP).

In consideration of Doe Run's agreement herein, the Department agrees to the following provisions regarding the Glover Facility.

AGREEMENT

1. Doe Run agrees to continue the operation of the lead emissions control program as set forth below. This program is sufficient to maintain the 2008 lead NAAQS in the area surrounding the Glover Facility.

A. Activities: Doe Run shall not resume or recommence any lead smelting, refining, molding, casting, or any other activity at the Glover Facility that will result in production-related lead emissions without the Department's written approval that specifically cites this paragraph (1.A.) of this Consent Agreement. Doe Run may continue to use the Glover Facility to store materials; however, this clause shall not alleviate Doe Run from complying with all state and federal statutes, regulations, orders, decrees, agreements, and/or permits that apply to the Glover Facility.

B. Vehicle Wash Station: Doe Run shall continue to operate a vehicle wash station designed to wash a vehicle's undercarriage, sides, backs and tailgates, tires, and wheels. Every vehicle leaving the Glover facility after loading or unloading concentrate or lead-bearing materials must be washed in the wash station prior to exiting the facility.

C. Street Cleaning: Doe Run shall sweep with a regenerative air sweeper, or a device of comparable efficiency, all of the interior road areas traveled by concentrate or lead-bearing material trucks from the loading or unloading area to the wash station at least once each week that loading or unloading occurs. During periods when freezing temperatures may form snow, ice or hazardous conditions, street cleaning operations may be suspended.

D. Road Sprinkler Systems: Doe Run shall operate a road sprinkler system to reduce lead emissions from transportation activities within the Glover Facility. The

system shall be adequate to cover the truck haul routes identified in Appendix A that are being utilized by the trucks. Doe Run shall operate the sprinkler system any time when the following conditions exist:

a. There is no natural precipitation occurring at the facility; and

b. The ambient temperature at the facility is more than 39 degrees Fahrenheit; and

c. Ten or more trucks carrying concentrate or lead-bearing material have or will be loaded or unloaded at the facility during any calendar day.

The Department may request Doe Run to develop a work practice manual or standard operating procedures for the sprinkler system that meet these minimum requirements. If such a request is made, Doe Run shall develop and provide to the Air Director the requested work practice manual or standard operating procedures for the sprinkler system operation within 60 calendar days of the request.

E. Unloading Building: All deliveries of concentrate shall unload only at the unloading building, as marked in Appendix A. The siding, roll-up doors, and roof monitor enclosure of this building shall be maintained to minimize fugitive emissions of lead-bearing dust or materials. Doe Run shall repair or cover any hole, rip, or tear in the siding or roll-up doors that are larger than one foot (12 inches) in any dimension within 24 hours after discovering such hole, rip, or tear. For the purposes of this paragraph, repair means to return the portion of the siding or roll-up doors back to their original condition. For the purposes of this paragraph, cover means to affix (e.g. with duct tape, nails, screws, cement, caulk, etc.) a repair material (e.g. vinyl, plywood, tarp, etc.) to fully cover the damaged portion of the siding or roll-up door in a manner that achieves a

substantially similar ability to block air infiltration as a repair. A cover that does not affix a repair material to the damaged siding or roll-up door on all sides where the cover comes into contact with the siding or roll-up door will not meet the requirements of this paragraph (e.g. leaning a board over a hole, stuffing material into a hole, etc.). Doe Run shall ensure all personnel access and roll-up doors remain closed except as needed for employees or vehicles to enter or exit the building. At least weekly during loading or unloading activity, Doe Run shall inspect all doors, siding, and openings to ensure compliance with the requirements of this paragraph, specifically with regard to any holes, rips, or tears, and to ensure that all doors of the building remain closed at all times between loading and unloading activities and during such activities except for when necessary for people, vehicles, and/or material to enter or exit the building. If no loading or unloading activity occurs for a period of 30 calendar days or more, Doe Run shall perform inspections of all doors and openings to ensure compliance with this paragraph no less frequently than once per calendar month, during such time period of inactivity. Doe Run shall maintain a record documenting compliance with Paragraphs D & E as follows:

a. This record shall include:

    i. The date of each inspection conducted pursuant to this paragraph along with any follow-up actions taken following each inspection.

    ii. The date and number of deliveries of concentrates to or shipments of concentrates from the Glover facility.

iii. A statement that the sprinkler system was operating during the concentrate delivery activity or the condition that was the basis for it not being operational.

Doe Run shall provide this information to the Department upon request.

F. Monitoring: Doe Run shall continue monitoring for airborne lead at the Glover Post Office site and the Glover Big Creek site until EPA approves the Glover Lead SIP associated with this Consent Agreement. These monitoring site locations are identified in Appendix A. After EPA has approved the Glover Lead SIP, Doe Run may discontinue air lead monitoring at the Glover Post Office site and the Glover Big Creek site.

G. Remaining Structures: Doe Run shall notify the Air Director if any demolition or deconstruction is to commence for any of the following Glover Facility buildings as identified in Appendix B: the Unloading Building, the Old Furnace Building, the Old Furnace Stack, and the Old Sinter Stack. Concurrent with such notification, Doe Run shall either:

a. Submit to the Air Director a plan for fugitive dust control related to such activities and a schedule for restarting air lead monitoring at the Glover Post Office and Glover Big Creek sites. Any such future monitoring at these sites shall be performed in compliance with the *Quality Assurance Project Plan for Ambient Air Quality Monitoring for the Lead Monitoring Network at the Doe Run Company Glover Division, Version 2.0, December 2019*; or

b. Submit to the Air Director a plan for fugitive dust control related to deconstruction or demolition activities, and if requested by the Air Director prior to the commencement of such activities, a plan for new temporary monitoring site location(s) other than the Big Creek and Post Office sites, as well as a monitoring schedule and a new QAPP for any such sites.

In either case where lead monitoring around the Glover facility restarts or if new temporary monitors are installed pursuant to this paragraph, the monitoring schedule for these sites shall provide for every-other day monitoring starting a minimum of five (5) calendar days prior to the commencement of the deconstruction or demolition activity and must continue for a minimum of three months following the completion of the activity. Doe Run shall submit the fugitive dust control plan and the monitoring schedule required under this paragraph no later than 45 calendar days before such activities commence. Doe Run shall not proceed with such activities if, prior to the commencement of such activities, the Air Director requests that such activities be delayed. If such a request is made, Doe Run shall not proceed with such activities without the Air Director's approval of the monitoring schedule (if such a schedule is requested by the Air Director) and the fugitive dust control plan. If Doe Run restarts monitoring or installs new temporary monitors pursuant to this paragraph, the following shall apply:

i. If a monitor is restarted or installed pursuant to this paragraph and measures any of the following concentrations of lead in the air, Doe Run shall cease the activities that led to the high concentrations as expediently as practicable:

- a 24-hour average concentration of 1.5 micrograms per cubic meter or higher;
- two consecutive measurements where the average concentration of the two days is 0.5 micrograms per cubic meter or higher;
- four consecutive measurements where the average concentration of the four days is 0.25 micrograms per cubic meter or higher;
- 15 consecutive measurements where the average concentration of the 15 days is 0.15 micrograms per cubic meter or higher.

ii. Doe Run shall notify the Air Director in writing within seven calendar days after the day in which the measured lead concentration triggered an exceedance of any of the these levels. The notification shall include all measured 24-hour lead concentrations that contributed to the exceedance, an explanation of the activities that led to the exceedance, and the steps Doe Run took to cease such activities as expediently as practicable.

iii. Doe Run shall update its dust control plan and obtain Department approval before resuming any such activities. At a minimum, any such update to Doe Run's dust control plan for such activities shall consider the following measures:

a. use of water mister-type dust control devices,

b. installation of temporary physical barriers around the activity site to block fugitive dust emissions,

c. increased road washing and sweeping, and

d. intensive washing of the interiors of structures where the activity is occurring prior to resuming such activities.

H. Fencing: Doe Run shall continue to maintain a fence that precludes public access to the general Glover Facility area. The minimum fence line Doe Run shall maintain is identified in Appendix A of this Consent Agreement. The purpose of the fence line is to maintain a distinction between ambient and non-ambient air in order to facilitate future work and monitoring sites described in paragraph 1.F. of this Consent Agreement. At any time, Doe Run may submit a request to the Air Director to modify the fence line, and may do so if they receive written approval from the Air Director. Doe Run shall remain subject to this requirement until such time that Doe Run has completed all closure and remediation activities in the area surrounding the Glover Facility and the Air Director has provided written consent that Doe Run no longer needs to maintain the fence.

I. Stipulated Penalties:

a. If Doe Run fails to comply with any requirement in paragraphs A-F or paragraph H of this Consent Agreement, Doe Run shall pay stipulated penalties according to the following schedule. The penalties set forth below are per day penalties, which are to be assessed beginning with

the first day of the violation. The Department has the discretion to waive or defer any stipulated penalties.

Period of Noncompliance	Penalty
1st through 30th day	$100.00 a day
31st through 60th day	$500.00 a day
Beyond 61 days	$1,000.00 a day

b. If Doe Run fails to comply with any requirement in paragraph G of this Consent Agreement, Doe Run shall pay stipulated penalties according to the following schedule. The penalties set forth below are per day penalties, which are to be assessed beginning with the first day of the violation. If Doe Run fails to meet a notification deadline listed in paragraph G, penalties shall be assessed starting with the day the deadline is missed and extending through the day in which Doe Run provides such notification. The Department has the discretion to waive or defer any stipulated penalties.

Period of Noncompliance	Penalty
1st through 30th day	$500.00 a day
31st through 60th day	$1,000.00 a day
Beyond 61 days	$1,500.00 a day

All penalties shall be paid within 45 calendar days of the date of notice of noncompliance. All penalties shall be paid by a check made payable to "Iron County Treasurer, as custodian for the Iron County School Fund", and delivered to

Accounting Program
Department of Natural Resources
P.O. Box 477
Jefferson City, Missouri 65201-0477

If any violation of this Consent Agreement is also enforceable by another agreement or regulatory requirement, the Department agrees that it may only seek to enforce either the stipulated penalties discussed in this paragraph, or the penalty for the violation of the specified regulatory requirement, not both, against Doe Run.

Upon request of Doe Run, the Department may in its unreviewable discretion impose a lesser penalty or no penalty at all for violations subject to stipulated penalties.

OTHER PROVISIONS

2. By signing this Consent Agreement, all signatories assert that they have read and understand the terms of this Consent Agreement, that they had the opportunity to consult with legal counsel, and that they have the authority to sign this Consent Agreement on behalf of their respective parties.

3. The provisions of this Consent Agreement shall apply and be binding upon the parties of this Consent Agreement, their heirs, assignees, successors, agents, subsidiaries, affiliates, and lessees, including the officers, agents, servants, corporations, and any persons acting under, through, or for the parties agreeing hereto. Any changes in ownership or corporate status, including but not limited to any transfer of assets or real or personal property, shall not

affect the responsibilities of Doe Run under this Consent Agreement. If Doe Run sells or otherwise transfers its business or the real estate that is the situs of the Glover Facility, then Doe Run shall cause as a condition of such sale or transfer, that the buyer will assume the obligations of Doe Run under this Consent Agreement in writing. In such event, Doe Run shall provide 30 days prior written notice of such assumption to the Department.

4. This Consent Agreement may only be modified upon the mutual written agreement of Doe Run and the Department.

5. The parties agree that the Department will submit this Consent Agreement to EPA as a revision to Missouri's State Implementation Plan, and as such, is subject to EPA approval. The parties further agree that concurrently with the submission of the Glover Lead SIP, the Department will request EPA to rescind the 2003 Settlement Agreement and the associated Glover Maintenance Plan for the 1978 lead NAAQS. Upon EPA approval of the Glover Lead SIP, the requirements set forth in the 2003 Settlement Agreement will no longer apply. The parties further agree that after EPA has approved the Glover Lead SIP, any subsequent modifications to this Consent Agreement, will require approval from EPA before such modifications would take effect.

6. The parties agree that this Consent Agreement shall not be construed as a waiver or a modification of any requirements of the Missouri Air Conservation Law and regulations or any other source of law, and that this Consent Agreement does not resolve any claims based on any failure by Doe Run to meet the requirements of this Consent Agreement, or claims for past, present, or future violations of any statutes or regulations.

7. Nothing in this Consent Agreement is intended to constitute an admission or statement by Doe Run that the Glover Facility has adversely impacted or has the potential to

adversely impact the 2008 lead NAAQS in Iron County, Missouri. Rather, this Consent Agreement is intended to update the federally enforceable requirements for the Glover Facility based on the current and actual conditions at the facility and to remove the requirements for Doe Run to monitor the air for lead around the Glover Facility except in the event of future activities for which this Consent Agreement requires Doe Run to perform future air monitoring for lead.

8. This Consent Agreement shall be construed and enforced according to the laws of the State of Missouri, and the terms stated herein shall constitute the entire and exclusive agreement of the parties hereto with respect to the matters addressed herein. The parties agree that the enforceability of this Consent Agreement shall be subject to the procedures for enforcement of orders granted to the Department.

9. If any provision of this Consent Agreement is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way by affected or impaired.

10. This Consent Agreement will become final, effective, and fully enforceable by the Department once it is executed by both parties. The Department shall send a fully executed copy of this Consent Agreement to Doe Run.

TERMINATION

11. This Consent Agreement shall be terminated upon mutual written agreement of Doe Run and the Department. This Consent Agreement shall also be terminated upon removal of the remaining stacks and the Air Director's written agreement that Doe Run has completed all remaining closure and remediation activities that have the potential to adversely impact levels of lead in the ambient air in the area surrounding the Glover Facility.

CORRESPONDENCE AND DOCUMENTATION

12. Correspondence or documentation with regard to this Consent Agreement shall be directed to the following persons, subject to change upon written notification from either party:

For the Department:

Air Quality Planning Section Chief
Air Pollution Control Program
P.O. Box 176
Jefferson, City, Missouri 65102-0176

For Doe Run:

Environmental Department
The Doe Run Resources Corporation
1801 Park 270 Drive
St. Louis, Missouri 63146

Legal Department
The Doe Run Company
1801 Park 270 Drive
St. Louis, Missouri 63146

RIGHT OF APPEAL

By signing this Consent Agreement, Doe Run waives any right to appeal, seek judicial review, or otherwise challenge this Consent Agreement pursuant to Sections 643.130, 643.085, or 621.250, RSMo, Chapters 536, 643, RSMo, or any other source of law.

AGREED TO AND ORDERED

MISSOURI DEPARTMENT OF NATURAL RESOURCES

Original Signed by Darcy Bybee

Ms. Darcy A. Bybee, Director
Air Pollution Control Program
Missouri Department of
Natural Resources

Date: 6/2/2020

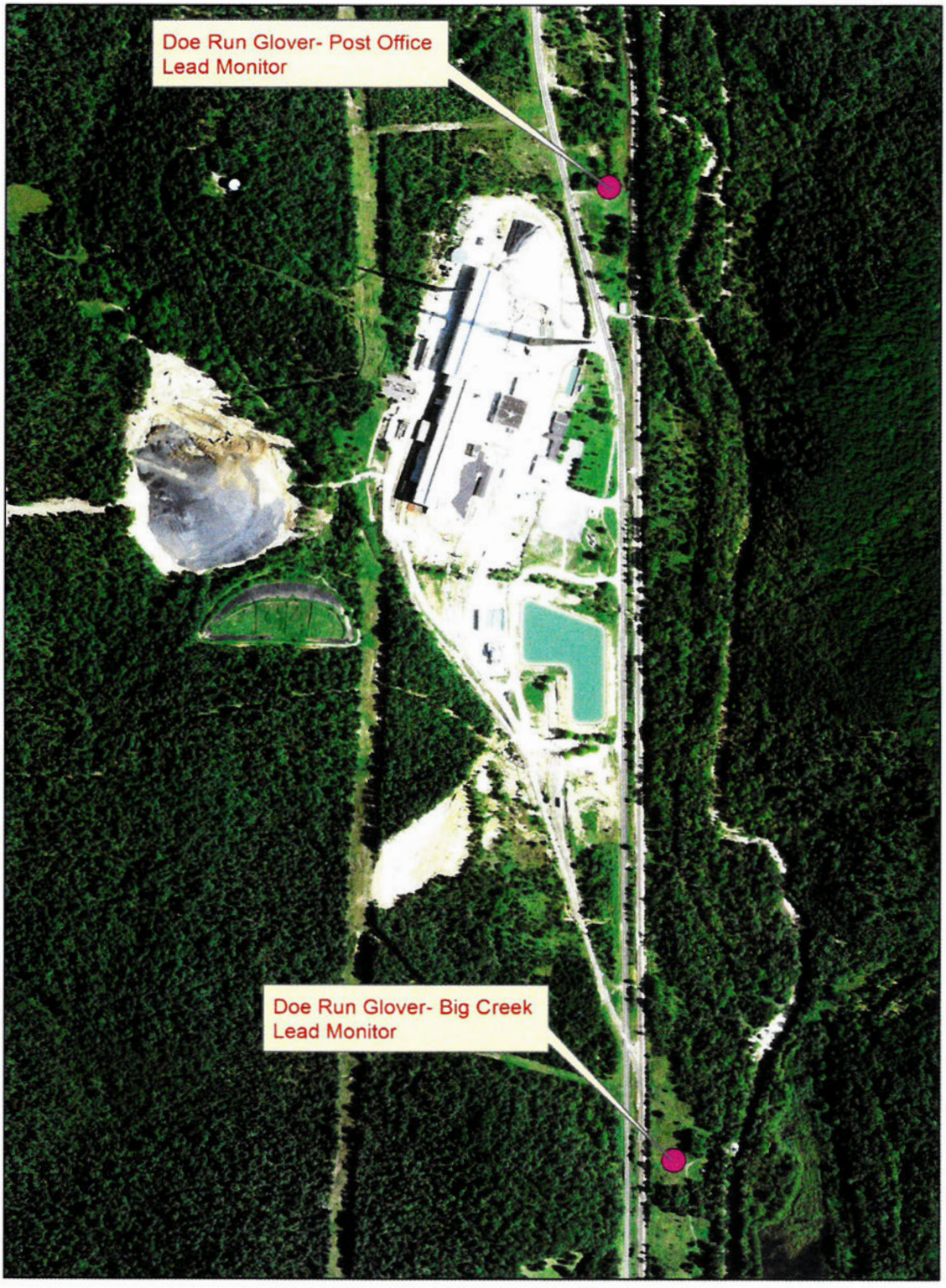
THE DOE RUN RESOURCES CORPORATION

Original Signed by Jerry Pyatt

Mr. Jerry L. Pyatt, President & CEO
The Doe Run Resources Corporation

Date: 3/19/2020

APPENDIX A
Current Monitoring Site Locations at the Glover Facility



APPENDIX B
Map of the Glover Facility

THE DOE RUN COMPANY

SUITE 300
1801 PARK 270 DRIVE
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March 19, 2020

VIA US MAIL

Missouri Department of Natural Resources
Air Pollution Program
P.O. Box 176
Jefferson City, MO 65102 0176
Attn: Wesley Fitzgibbons

Dear Mr. Fitzgibbons:

As instructed in a letter dated February 19, 2020 from Mark Leath to Jerry Pyatt, CEO of The Doe Run Resources Corporation, we are returning to you two duplicates of the Consent Agreement relating to the Glover Site, each originally executed by Mr. Pyatt. Please return one (1) fully executed Consent Agreement to my attention at the address above.

Thank you for your attention to this matter.

Sincerely,

Original Signed by Matthew Wohl

Matthew D. Wohl

Enclosures

Appendix C
Doe Run Company, Smelter – Herculaneum, Missouri
Documentation

- **Herculaneum Multi-Media Consent Decree Retirements (pages 24-26)**

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI

UNITED STATES OF AMERICA, and STATE OF MISSOURI Plaintiffs, v. THE DOE RUN RESOURCES CORPORATION; THE DOE RUN RESOURCES CORPORATION d/b/a THE DOE RUN COMPANY; and THE BUICK RESOURCE RECYCLING FACILITY, LLC Defendants.	)	Civil Action No. _____ CONSENT DECREE

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WHEREAS, Plaintiff United States of America, on behalf of the United States Environmental Protection Agency ("EPA"), and the State of Missouri, at the relation of Chris Koster, Attorney General, and the Missouri Department of Natural Resources, have filed a joint complaint in this action concurrently with this Consent Decree alleging that Defendants The Doe Run Resources Corporation, The Doe Run Resources Corporation d/b/a "The Doe Run Company," and The Buick Resource Recycling Facility, LLC violated the following environmental statutes and their implementing federal and state regulations at one or more of each Defendant's lead smelting, recycling, mining, or milling facilities located throughout Missouri: the Clean Air Act ("CAA"), 42 U.S.C. §§ 7401-7671q for violations of (a) the Federally-enforceable Missouri State Implementation Plan (the "Missouri SIP"), (b) Title V of the Act, 42 U.S.C. §§ 7661-7661f, (c) the Prevention of Significant Deterioration ("PSD") provisions of the Act, 42 U.S.C. §§ 7470-7492, (d) the New Source Performance Standards ("NSPS") of the Act, 42 U.S.C. § 7411, and (e) the Nonattainment New Source Review ("NNSR") requirements of the Act, 42 U.S.C. §§ 7501-7515; the Missouri Air Conservation Law, Chapter 643, RSMo; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901-6992k; the Missouri Hazardous Waste Management Law, §§ 260.350-260.434, RSMo; the Clean Water Act ("CWA"), 33 U.S.C. §§1251-1387; the Missouri Clean Water Law, Chapter 644, RSMo; the Emergency Planning and Community Right-to-Know Act ("EPCRA"), 42 U.S.C. §§ 11001-11050; the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601-9675; and the Administrative Order on Consent, Docket No. RCRA-07-2007-0008;

WHEREAS, the Complaint against Defendant alleges that the U.S. EPA has provided notice of the CAA violations alleged herein to the Defendants and to the State of Missouri pursuant to Section 113(a) of the CAA, 42 U.S.C. § 7413(a), and Defendants stipulate that they have received actual notice of the violations alleged in the Complaint and that they do not contest the adequacy of the notice provided;

WHEREAS, the Parties anticipate that the injunctive relief implemented by Defendants pursuant to this Consent Decree will achieve significant reductions in SO_2, lead, and other pollutant emissions, thereby improving air, water, and soil quality;

WHEREAS, as part of the overall settlement, and in approximately the same timeframe as this Consent Decree is lodged and notice thereof is published in the Federal Register, the U.S. Environmental Protection Agency is finalizing and providing public notice of two administrative orders on consent with The Doe Run Resources Corporation ("DRRC"). First, a modification to an existing administrative order, Docket No. RCRA-07-2007-0008, pertaining to DRRC's handling and transportation of concentrate, ore, and other lead-bearing materials, will address alleged violations of that order and continue to improve upon DRRC's transportation practices. Second, a new administrative order, Docket No. RCRA-07-2010-0031, requires DRRC to implement actions consisting of sampling and cleanup of residential properties, churches and high child impact areas in and around DRRC's smelter in Herculaneum, Missouri, with lead soil concentrations exceeding 400 parts per million ("ppm");

WHEREAS, by agreeing to entry of this Consent Decree, Defendants do not admit any liability to the United States or the State arising out of the transactions or occurrences alleged in the Complaint;

WHEREAS, the Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation among the Parties and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section I (Jurisdiction and Venue), and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action and over the Parties pursuant to 28 U.S.C. §§ 1331, 1345, 1355, and 1367; Section 113(b) of the CAA, 42 U.S.C. § 7413(b); Sections 301, 309, and 402 of the CWA, 33 U.S.C. §§ 1311, 1319, and 1342; Section 3008 of RCRA, 42 U.S.C. § 6928; Sections 304, 313, and 325 of EPCRA, 42 U.S.C. §§ 11004, 11023, and 11045; and Sections 109(c) and 113 of CERCLA, 42 U.S.C. §§ 9609(c) and 9613. Venue lies in this District pursuant to 28 U.S.C. §§ 1391(b) and (c) and 1395(a), because the violations alleged in the Complaint are alleged to have occurred in, and Defendants conduct business in, this judicial District. This venue is also consistent with Section 113(b) of the CAA, 42 U.S.C. § 7413(b); CWA Section 309(b), 33 U.S.C. § 1319(b); RCRA

Section 3008(a), 42 U.S.C. § 6928(a); EPCRA Section 325(b), 42 U.S.C. § 11045(b); and CERCLA Section 113(b), 42 U.S.C. § 9613(b).

2. Solely for the purposes of this Consent Decree and any action to enforce this Consent Decree, Defendants waive all objections and defenses that they may have to the Court's jurisdiction over this action, to the Court's jurisdiction over Defendants, and to venue in this judicial District. Defendants shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

3. For purposes of this Consent Decree, Defendants agree that the Complaint states claims upon which relief may be granted pursuant to the following environmental statutes and their implementing federal and state regulations: the CAA, 42 U.S.C. §§ 7401-7671q for violations of (a) the Federally-enforceable Missouri SIP, (b) Title V of the Act, 42 U.S.C. §§ 7661-7661f, (c) the PSD provisions of the Act, 42 U.S.C. §§ 7470-7492, (d) the NSPS provisions of the Act, 42 U.S.C. § 7411, and (e) the NNSR requirements of the Act, 42 U.S.C. §§ 7501-7515; the Missouri Air Conservation Law, Chapter 643, RSMo; RCRA, 42 U.S.C. §§ 6901-6992k; the Missouri Hazardous Waste Management Law, §§ 260.350-260.434, RSMo; the CWA, 33 U.S.C. §§1251-1387; the Missouri Clean Water Law, Chapter 644, RSMo; EPCRA, 42 U.S.C. §§ 11001-11050; and CERCLA, 42 U.S.C. §§ 9601-9675.

4. Notice of the commencement of this action has been given to the State of Missouri as required by Section 309(b) of the CWA, 33 U.S.C. § 1319(b), and Section 113 of the CAA, 42 U.S.C. § 7413.

II. APPLICABILITY

5. The obligations of this Consent Decree apply to and are binding upon the United States and the State, and upon Defendants and any successors, assigns, or other entities or persons otherwise bound by law.

6. Defendants shall provide a copy of this Consent Decree to all officers, employees, and agents whose duties might reasonably include compliance with any provision of this Decree, as well as to any vendor, supplier, or contractor retained to perform work required under this Consent Decree. Defendants shall condition any such contract upon performance of the work in conformity with the terms of this Consent Decree.

7. In any action to enforce this Consent Decree, Defendants shall not raise as a defense the failure by any of their officers, directors, employees, agents, vendors, suppliers, or contractors to take any actions necessary to comply with the provisions of this Consent Decree unless Defendants establish that such failure resulted from a Force Majeure event under Section XVIII (Force Majeure) of this Consent Decree.

8. Transfer of Ownership or Operation.

a. No transfer of ownership or operation, in whole or in part, of any of the Doe Run Facilities, whether in compliance with the procedures of this Paragraph 8 or otherwise, shall relieve Defendants of their obligation to ensure that the terms of the Decree are implemented, except as provided in Paragraph 8e., below. Any attempt to transfer ownership or operation of any of the Doe Run Facilities without complying with

this Paragraph 8 (Transfer of Ownership or Operation) constitutes a violation of this Decree.

b. If Defendants propose to sell or transfer ownership or operation, in whole or in part, of any of the Doe Run Facilities, they shall provide the prospective transferee with a copy of this Consent Decree at least sixty (60) Days before such sale or transfer, and shall simultaneously provide written notice of the prospective transfer, together with a copy of the prospective transfer agreement, to the Plaintiffs pursuant to Section XXIII (Notices) of this Consent Decree.

c. No sale or transfer of ownership or operation, in whole or in part, of any of the Doe Run Facilities shall take place before the transferee, Defendants, and the Plaintiffs have executed, and the Court has approved, a modification pursuant to Section XXVI (Modification) of this Consent Decree making the transferee a party defendant to this Consent Decree and jointly and severally liable with Defendants for all requirements of this Decree, with the exception of the obligations set forth in Section IX (Site Remediation – Herculaneum), Section X (Financial Assurances), Paragraphs 155, 156, 158, 161, and 162 (Stream Mitigation provisions) of Section XIV (Additional Injunctive Relief), and Section XV (Environmental Mitigation Projects), which may be applicable to the transferred or purchased Doe Run Facilities, except as provided in Paragraph 8e., below.

d. This Consent Decree shall not be construed to impede the transfer of any ownership interests as long as the requirements of this Consent Decree are met. This

Consent Decree shall not be construed to prohibit a contractual allocation – as between Defendants and any transferee – of the burdens of compliance with this Decree, provided that both Defendants and the transferee shall remain jointly and severally liable to the Plaintiffs for the obligations of the Decree applicable to the transferred or purchased Ownership Interests, except as provided in Paragraph 8e., below.

e. If the Plaintiffs agree that the transferee has the technical and financial ability to assume the obligations and liabilities of the Consent Decree and consent, in writing, to release Defendants from the obligations and liabilities of this Consent Decree applicable to the transferred Doe Run Facilities, then the Parties and the transferee may execute a modification that relieves Defendants of their liability under this Consent Decree for, and makes the transferee liable for, all obligations and liabilities applicable to the purchased or transferred Doe Run Facilities. Notwithstanding the foregoing, however, Defendants may not assign, and may not be released from, any obligation under this Consent Decree that is not specific to the purchased or transferred Doe Run Facilities, including the obligations set forth in Sections XV (Environmental Mitigation Projects) and IV (Civil Penalty). Defendants may propose and the Plaintiffs may agree to restrict the scope of joint and several liability of any transferee for any obligations of this Consent Decree that are not specific to the transferred or purchased Doe Run Facilities, to the extent such obligation may be adequately separated in an enforceable matter.

f. The Plaintiffs may refuse to approve the substitution of the transferee for Defendants if they determine that the proposed transferee does not possess the requisite

technical and financial ability to assume the obligations and liabilities of the Consent Decree. The Plaintiffs' decision to refuse to approve the substitution of the transferee for the Defendants shall not be subject to judicial review.

III. DEFINITIONS

9. Terms used in this Consent Decree that are defined in the CAA, CWA, RCRA, EPCRA, CERCLA, or state law, or in federal and state regulations promulgated thereunder shall have the meanings assigned to them in the applicable CAA, CWA, RCRA, EPCRA, CERCLA, or state law or such regulations, unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

a. "12-Month Rolling Tonnage" means the sum of the tons of either Refined Lead Metal Production, Sinter Production, or Blast Furnace Sinter Consumption in the most recent complete Month and the previous eleven (11) Months. A 12-Month Rolling Tonnage shall be calculated for each new complete Month in accordance with the provisions of this Consent Decree. Calculation of the first 12-Month Rolling Tonnage shall commence 12 Months after the applicable production limit takes effect;

b. "Air Conservation Law" shall mean the Missouri Air Conservation Law, Chapter 643, RSMo;

c. "Blast Furnace" shall mean any reduction furnace to which sinter is charged and which forms separate layers of molten slag and lead bullion;

d. "Blast Furnace Sinter Consumption" shall mean the quantity of sinter charged to the Blast Furnace;

e. "CERMS" or "Continuous Emissions Rate Monitoring System" shall mean, for obligations involving SO_2 under this Consent Decree, the devices defined, installed, calibrated, maintained, and operated in accordance with 40 C.F.R. § 60.13; 40 C.F.R. Appendix B, Performance Specifications 2 and 6, and 40 C.F.R. Part 60, Appendix F;

f. "Clean Air Act" or "CAA" shall mean the federal Clean Air Act, 42 U.S.C. § 7401-7671q, and its implementing regulations;

g. "Clean Water Act" or "CWA" shall mean the federal Clean Water Act, 33 U.S.C. § 1251-1387, and its implementing regulations;

h. "Complaint" shall mean the Complaint filed by the United States and the State Plaintiff in this action;

i. "Consent Decree" or "Decree" shall mean this Consent Decree and all appendices attached hereto, but in the event of any conflict between the text of this Consent Decree and any appendix, the text of this Consent Decree shall control;

j. "CWA Facilities" shall mean the Buick Resource Recycling Facility, the Glover Facility, the Herculaneum Lead Smelter Facility, the Brushy Creek Mine/Mill Facility, the Buick Mine/Mill Facility, the Fletcher Mine/Mill Facility, the Sweetwater Mine/Mill Facility, the Viburnum Mine/Mill Facility, the Viburnum Mine #35 (Casteel) Facility, and the West Fork Unit Facility;

k. "Day" shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this Consent Decree for submission of a

report, plan, or other deliverable pursuant to Section XII (Compliance Requirements: Approval of Deliverables), where the last day would fall on a Saturday, Sunday, or federal or state holiday, the period shall run until the close of business of the next business day;

l. "Defendants" shall mean The Doe Run Resources Corporation; the Doe Run Resources Corporation d/b/a "The Doe Run Company"; and the Buick Resource Recycling Facility, LLC;

m. "Demonstration Plant" shall mean the lead technology demonstration plant Doe Run operates at the West Fork Unit Facility located in Bunker, Missouri to demonstrate a hydro-metallurgical-electrochemical process for producing lead metal from concentrates and is governed by the terms of the Missouri Department of Natural Resources, Missouri Air Conservation Commission Permit to Construct 012007-019. Pursuant to the Permit to Construct, the plant shall not process more than eight (8) tons of lead concentrate per day nor emit more than 0.6 tons per year of lead. The lead produced from this plant is not subject to the Refined Lead Metal Production limit in Paragraph 19 as long as it is sent to the Buick Resource Recycling Facility located in Boss, Missouri for further processing;

n. "Doe Run" shall mean The Doe Run Resources Corporation and the Doe Run Resources Corporation d/b/a "The Doe Run Company";

o. "Doe Run Facilities" shall mean the following facilities: the Buick Resource Recycling Facility located in Boss, Missouri; the Glover Facility located in

Annapolis, Missouri; the Herculaneum Lead Smelter Facility located in Herculaneum, Missouri; the Brushy Creek Mine/Mill Facility located in Bunker, Missouri; the Buick Mine/Mill Facility located in Boss, Missouri; the Fletcher Mine/Mill Facility located in Bunker, Missouri; the Sweetwater Mine/Mill Facility located in Ellington, Missouri; the Viburnum Mine Facility located in Viburnum, Missouri; the Viburnum Mine #35 (Casteel) Facility located in Bixby, Missouri; and, the West Fork Unit Facility located in Bunker, Missouri;

p. "EPA" shall mean the United States Environmental Protection Agency and any of its successor departments or agencies;

q. "Effective Date" shall have the definition provided in Section XXIV;

r. "Financial Assurance" shall mean financial assurance for the benefit of EPA and MDNR as set forth in Appendices E, F, G, and L of the Consent Decree;

s. "Flow Rate Sensor" shall mean the portion of the CERMS that senses the volumetric flow rate and generates an output proportional to that flow rate;

t. "Herculaneum Lead Smelter" shall mean the Primary Lead Smelter owned and operated by Defendants located at 881 Main Street, Herculaneum, Missouri, and includes the Sintering Machine, Sinter Bed, Sintering Machine Discharge End, Blast Furnaces, and Sulfuric Acid Plant;

u. "Lead-Bearing Materials" shall mean all granular or semi-granular product or waste material which contains more than 400 milligrams per kilogram ("mg/kg") of

lead. The Parties do not interpret this definition to include contaminated soils excavated from residential yards, road edges, churches, vacant lots, or high child impact areas;

v. "Lodging Date" shall mean the date on which the United States initially files the Consent Decree with the Court prior to commencement of the public comment period required by Section XXVIII (Public Participation) of this Consent Decree;

w. "Malfunction" shall mean any sudden, infrequent, and not reasonably preventable failure of air pollution control equipment, process equipment, or a process to operate in a normal or usual manner. Failures that are caused in part by poor maintenance or careless operation are not Malfunctions;

x. "MDNR" shall mean the Missouri Department of Natural Resources;

y. "Missouri State Operating Permit" or "MSOP" shall mean MSOP No. MO-0000337 for the Buick Resource Recycling Facility, MSOP No. MO-0001121 for the Glover Facility, MSOP No. MO-0000281 for the Herculaneum Lead Smelter Facility, MSOP No. MO-0001848 for the Brushy Creek Mine/Mill Facility, MSOP No. MO-0002003 for the Buick Mine/Mill Facility, MSOP No. MO-0001856 for the Fletcher Mine/Mill Facility, MSOP No. MO-0001881 for the Sweetwater Mine/Mill Facility, MSOP No. MO-0000086 for the Viburnum Mine Facility, MSOP No. MO-0100226 for the Viburnum Mine #35 (Casteel) Facility, and MSOP No. MO-0100218 for the West Fork Unit Facility;

z. "Month" shall mean calendar month;

aa. "National Ambient Air Quality Standards" or "NAAQS" shall mean national ambient air quality standards that are promulgated pursuant to Section 109 of the CAA, 42 U.S.C. § 7409;

bb. "Nonattainment NSR" or "NNSR" shall mean the nonattainment New Source Review program under Part D of Subchapter I of the CAA, 42 U.S.C. §§ 7501-7515, and the federal regulations codified at 40 C.F.R. Part 51, and the federally approved provisions of the Missouri SIP, 10 CSR 10- 6.060(7);

cc. "NSPS" shall mean New Source Performance Standards within the meaning of Part A of Subchapter I of the CAA. General NSPS requirements are codified at 40 C.F.R. Part 60, Subpart A. NSPS requirements specifically for Primary Lead Smelters are codified at 40 C.F.R. Part 60, Subpart R;

dd. "Paragraph" shall mean a portion of this Decree identified by an arabic numeral;

ee. "Parties" shall mean Defendants, the State, and the United States of America, and "Party" means any one of the named "Parties;"

ff. "Plaintiffs" shall mean the United States of America and the State of Missouri;

gg. "Pollutant Analyzer" shall mean that portion of the CERMS that senses the pollutant gas and generates an output proportional to the gas concentration;

hh. "Primary Lead" shall mean lead metal produced from the processing of lead ore concentrates;

ii. "Primary Lead Smelter" shall mean any installation or intermediate process engaged in the production of lead from lead sulfide ore concentrates through the use of pyrometallurgical techniques;

jj. "Project Dollars" means Defendants' expenditures and payments incurred or made in carrying out the Environmental Mitigation Projects identified in Section XV (Environmental Mitigation Projects) of this Consent Decree to the extent that such expenditures or payments both: (a) comply with the requirements set forth in Section XV (Environmental Mitigation Projects) and Appendix J of this Consent Decree, and (b) constitute Defendants' direct payments for such projects, or Defendants' external costs for contractors, vendors, and equipment;

kk. "PSD" shall mean Prevention of Significant Deterioration within the meaning of Part C of Subchapter I of the Clean Air Act, 42 U.S.C. §§ 7470-7492, the federal regulations codified at 40 C.F.R. Part 51.166, and the federally approved provisions of the Missouri State Implementation Plan ("SIP"), 10 CSR 10-6.060;

ll. "RCRA" shall mean the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., and its implementing regulations;

mm. "Refined Lead Metal Production" shall mean the quantity of pure Primary Lead produced and contained in corroding grade and alloy products;

nn. "Section" shall mean a portion of this Decree identified by a roman numeral;

oo. "Shutdown" shall mean the cessation of operation of the Sulfuric Acid Plant or the Sintering Machine for any purpose;

pp. "Sinter bed" shall mean the lead sulfide ore concentrate charge within a Sintering Machine;

qq. "Sinter Production" shall mean the quantity of agglomerated product from the up-drafted Sintering Machine that is not fed back into the Sintering Machine;

rr. "Sintering Machine" shall mean any furnace in which a lead sulfide ore concentrate charge or any other lead bearing materials are heated in the presence of air to eliminate sulfur contained in the charge and to agglomerate the charge into a hard porous mass called sinter;

ss. "Sintering Machine Discharge End" shall mean any apparatus which receives sinter as it is discharged from the conveying grate of a Sintering Machine;

tt. "SO_2" shall mean the pollutant sulfur dioxide;

uu. "SO_2 Mass Cap" shall mean the maximum amount of SO_2 emissions from the Herculaneum Lead Smelter expressed in tons of SO_2 emitted during the most recent complete Month and the previous eleven (11) Months. Compliance with the SO_2 Mass Cap shall be calculated for each new complete Month. In determining compliance with the SO_2 Mass Cap, in accordance with the Emissions Monitoring requirements of Paragraph 20.d of this Decree, all SO_2 emissions from normal operations, Startup, Shutdown, and Malfunction of the Sintering Machine and Sulfuric Acid Plant shall be

included. Calculation of the SO_2 Mass Cap shall commence 12 Months after the emission limit takes effect;

vv. "SO_2 Short-term Limit" shall mean a daily SO_2 emission limit at the Herculaneum Lead Smelter expressed as pounds of SO_2 emitted per Day. Compliance with the SO_2 Short-term Limit shall be calculated in accordance with the Emissions Monitoring provisions of Paragraph 20.d of this Decree by calculating the sum of mass SO_2 hourly emissions from 12am to 12am on each Day. In determining compliance with the SO_2 Short-term Limit, all SO_2 emissions from normal operations, Startup, Shutdown, and Malfunction of the Sintering Machine and Sulfuric Acid Plant shall be included.

ww. "State Plaintiff" or "State" shall mean the State of Missouri;

xx. "Startup" shall mean setting in operation of the Sintering Machine or Sulfuric Acid Plant for any purpose;

yy. "Sulfuric Acid Plant" shall mean a process unit engaged in the production of sulfuric acid and related processes using the contact process at the Herculaneum Lead Smelter;

zz. "Title V Permit" shall mean a permit required or issued pursuant to the requirements of Subchapter V of the CAA, 42 U.S.C. § 7661-7661f; 10 CSR 10-6.065; and Section 643.078, RSMo;

aaa. "Ton" or "Tons" shall mean short ton or short tons;

bbb. "Unit" shall mean a piece of equipment or an emissions source that is subject to a requirement within this Consent Decree;

ccc. "United States" shall mean the United States of America, acting on behalf of the Environmental Protection Agency ("EPA").

IV. CIVIL PENALTY

10. Within thirty (30) Days after the Effective Date of this Consent Decree, Defendants shall pay the sum of $3.5 million to the United States as a civil penalty. One million dollars of this penalty amount is for violations of the Administrative Order on Consent, In the Matter of The Doe Run Transportation and Haul Routes, Southeastern Missouri, Docket No. RCRA-07-2007-0008. Failure to timely pay the civil penalty required herein shall subject the Defendants to interest accruing from the date payment is due until the date payment is made at the rate prescribed by 28 U.S.C. § 1961, and shall render Defendants liable for all charges, costs, fees, and penalties established by law for the benefit of a creditor or of the United States in securing payment.

11. Defendants shall pay the sum of $3.5 million required by Paragraph 10 to the United States by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice in accordance with written instructions to be provided to Defendants, following the Lodging Date of the Consent Decree, by the Financial Litigation Unit of the U.S. Attorney's Office for the Eastern District of Missouri, Thomas F. Eagleton U.S. Courthouse, 111 South 10th Street, Room 20.333, St. Louis, Missouri 63102, phone: (314) 539-2200. At the time of payment, Defendants shall send a copy of the EFT authorization form and the EFT transaction record, together with a transmittal letter, which shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in United States, et al. v. The Doe Run Resources Corporation, et al., and shall

reference the civil action number and DOJ case number DJ# 90-5-2-1-07390/1, to the United States in accordance with Section XXIII (Notices) of this Decree; by email to acctsreceivable.CINWD@epa.gov; and by mail to:

EPA Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, Ohio 45268

12. Defendants shall not deduct any penalties paid under this Decree pursuant to this Section or Section XVII (Stipulated Penalties) in calculating its federal, State, or local income tax.

13. Defendants shall pay to the State as a civil penalty the principal sum of $3.5 million. Payment to the State shall be made in three installments. The first payment of $1.5 million shall be due within thirty (30) Days after the Effective Date of this Consent Decree. Failure to timely pay the civil penalty required herein shall subject the Defendants to interest accruing from the date payment is due until the date payment is made at the rate prescribed by 28 U.S.C. § 1961, and shall render Defendants liable for all charges, costs, fees, and penalties established by law for the benefit of a creditor or of the State in securing payment. Subsequent payments of $1 million shall be due one year thereafter until all payments have been made. Each installment payment of $1 million shall include the principle amount due plus an additional sum for accrued interest on the declining principle balance calculated from the Effective Date at the rate prescribed by 28 U.S.C. § 1961. Defendants may accelerate these payments, and interest due on the accelerated payments shall be reduced accordingly. Each installment payment shall be divided among the counties of Iron, Reynolds, Jefferson and Washington as follows: fifty (50)

percent to Iron County; thirty (30) percent to Reynolds County; fifteen (15) percent to Jefferson County; and five (5) percent to Washington County. The checks for the civil penalty shall be in the form of certified checks or cashier's checks made payable to the: (1) "State of Missouri (Iron County School Fund)"; (2) "State of Missouri (Reynolds County School Fund)"; (3) "State of Missouri (Jefferson County School Fund)"; and (4) "State of Missouri (Washington County School Fund)". The checks shall be mailed to:

Collections Specialist
Office of the Attorney General
P.O. Box 899
Jefferson City, MO 65102-0899.

V. COMPLIANCE REQUIREMENTS: CLEAN AIR ACT

A. Sulfur Dioxide and Lead Emissions Compliance Schedule and Interim Limits at the Herculaneum Lead Smelter

Election to Cease Smelting Operation

14. Rather than comply with required SO_2 best available control technology ("BACT") and lead lowest achievable emissions reduction ("LAER") emission limits through the installation of emission control technologies, and because Doe Run is pursuing alternative technology for processing lead concentrate, Doe Run has, for independent business reasons, elected to permanently cease smelting operations of the Herculaneum Lead Smelter in accordance with the schedule set forth in this Paragraph. Doe Run shall:

a. retire and permanently cease delivery to and processing of all lead sulfide ore concentrates at the Herculaneum Lead Smelter and all associated handling equipment by no later than December 31, 2013;

b. retire and permanently cease operation of the Sintering Machine and ancillary equipment by no later than December 31, 2013;

c. retire and permanently cease operation of the Sulfuric Acid Plant by no later than December 31, 2013; and

d. retire and permanently cease operation of the Blast Furnaces by no later than April 30, 2014.

15. Upon the cessation of operation of the emissions units at Herculaneum Lead Smelter listed in Paragraph 14 of this Consent Decree, Doe Run shall surrender all portions of their air pollution permits related to the emissions units listed in Paragraph 14 of this Consent Decree through a written request to the MDNR within thirty (30) Days after cessation of operation, requesting removal of all such units from Doe Run's Title V Operating Permit. Doe Run shall provide written notice of such surrender to the Plaintiffs as set forth in Section XXIII (Notices).

16. By no later than February 28, 2012, Doe Run shall provide the State with documentation necessary to support an amendment to the Missouri State Implementation Plan that reflects the cessation of operation described in Paragraph 14 of this Consent Decree.

17. In conjunction with and in a timeframe consistent with the 2008 Lead NAAQS rule (73 Fed. Reg. 66,964 (Nov. 12, 2008)), the State of Missouri shall submit to EPA a revision to the Missouri State Implementation Plan to include the cessation of operation described in Paragraph 14 of this Consent Decree.

18. In any permitting action involving the Herculaneum Lead Smelter, after the timeframes prescribed in Paragraph 14 of the Consent Decree, all emission units described in Paragraph 14 of the Consent Decree shall have baseline actual emissions (as defined in 40 C.F.R. § 52.21 (b)(48) and 10 CSR 10-6.060(1)(A)) of zero (0) tons per year.

Interim Compliance Milestones Before Cessation of Smelting Operation

19. From the Lodging Date of this Consent Decree, Doe Run shall achieve, maintain and comply with the following production limit across all of its operations in the United States of America, with the exception of the Demonstration Plant at the West Fork Unit Facility, until cessation of operation of the Herculaneum Lead Smelter occurs in accordance with Paragraph 14: From the first Day of the Month following the Lodging Date, Refined Lead Metal Production shall not exceed a 12-Month Rolling Tonnage of 130,000. To demonstrate compliance with this limit, Doe Run shall provide monthly logs that track refined lead metal produced on a daily basis, using the spreadsheet attached hereto as Appendix A, unless and until an alternative spreadsheet is approved by Plaintiffs, as well as monthly logs that track refined lead metal produced on a daily basis across Doe Run's operations in the United States of America, with the exception of the Demonstration Plant at the West Fork Unit Facility, as a part of the semi-annual status report required in Section XVI (Reporting Requirements).

20. From the Lodging Date of this Consent Decree, Doe Run shall achieve, maintain and comply with the following emission and production limits at the Herculaneum Lead Smelter until cessation of operation occurs in accordance with Paragraph 14:

a. Sinter Production and Blast Furnace Sinter Consumption: From the first Day of the Month following the Lodging Date, the Sinter Production and Blast Furnace Sinter Consumption at the Herculaneum Lead Smelter shall not exceed the production limits set forth in Subparagraphs 20.a.i through 20.a.ii below. To demonstrate compliance with these limits, Doe Run shall provide monthly logs that track sinter throughput and blast furnace sinter throughput on a daily basis, using the spreadsheet attached hereto as Appendix A, unless and until an alternative spreadsheet is approved by Plaintiffs, as part of the semi-annual status report required in Section XVI (Reporting Requirements).

i. Sinter Production shall not exceed a 12-Month Rolling Tonnage of 326,370 tons; and

ii. Blast Furnace Sinter Consumption shall not exceed a 12-Month Rolling Tonnage of 326,370 tons.

b. Lead Emission Limits: Emissions of lead from the Herculaneum Lead Smelter shall comply with the 1.0 pound per ton of lead limit set forth in 40 C.F.R. § 63.1543.

i. No later than January 15, 2011, Doe Run shall submit a testing plan to EPA and MDNR in accordance with Section XXIII (Notices) of this Consent Decree for review and approval by Plaintiffs pursuant to Section XII (Compliance Requirements: Approval of Deliverables). The testing plan shall be in accordance with the test methods set forth in 40 C.F.R. § 63.1546 and will

specify the tests that will be performed, the test methods that will be utilized, and the emission points that will be sampled. Doe Run shall make any modifications to the test methods or procedures requested by EPA or MDNR, subject to Doe Run's right to invoke Dispute Resolution.

ii. Doe Run shall conduct performance testing in accordance with 40 C.F.R. § 63.1546 within thirty (30) Days after Plaintiffs' approval of the testing plan.

iii. Within sixty (60) Days following completion of the performance test(s) specified in Paragraph 20.b.i. of this Consent Decree, Doe Run shall submit the results of the test in accordance with Section XXIII (Notices) of this Consent Decree.

c. SO_2 Emission Limits at the Herculaneum Lead Smelter: By no later than the Lodging Date of this Consent Decree, Doe Run shall comply with the following SO_2 emissions limits at all times:

i. SO_2 Short-term Limit: 223,700 pounds of SO_2; and

ii. SO_2 Mass Cap: 18,501 tons of SO_2.

d. Emissions Monitoring

i. CERMS Operation: By no later than the Lodging Date of this Consent Decree, Doe Run shall maintain and operate a CERMS on the main stack of the Herculaneum Lead Smelter capable of measuring the hourly mass rate of SO_2 emissions. Except during CERMS breakdowns, repairs, calibration checks,

and zero span adjustments, the CERMS shall be in continuous operation and shall be used at the Herculaneum Lead Smelter to demonstrate compliance with the SO_2 emission limits established in Paragraph 20.c. of this Consent Decree.

ii. CERMS Specifications: The CERMS shall be installed, calibrated, operated, maintained, certified, and audited in accordance with the provisions of 40 C.F.R Part 60, Appendix B, Performance Specifications 2 and 6 and 40 C.F.R Part 60, Appendix F.

iii. CERMS Breakdown: Doe Run shall take all reasonable steps to avoid CERMS breakdowns and minimize CERMS downtime. This shall include, but is not limited to, operating and maintaining the CERMS in accordance with best practices and maintaining an on-site inventory of spare parts or other supplies necessary to make rapid repairs to the equipment.

iv. Use of Substitute Data in the Event of CERMS Breakdown: For the purposes of determining compliance with the SO_2 emission limits established in Paragraph 20 of this Consent Decree in the event of CERMS Breakdown, Doe Run shall use the following substitute data procedures:

(a) For any failure or out-of-control period of the SO_2 pollutant analyzer less than 24 hours, Doe Run shall substitute the previous Day's hourly average SO_2 emission rate for each one-hour period of missing data resulting from the outage.

(b) For any failure or out-of-control period of the SO_2 pollutant

analyzer greater than 24 hours, Doe Run shall provide substitute data by: (1) developing an emission factor in units of pounds of SO_2 per ton of lead sinter production by dividing the pounds of SO_2 emissions measured during the most recent full Day of CERMS operation prior to the outage and the lead sinter produced that same Day and (2) tracking hourly lead sinter production during the outage.

(c) For any failure or out-of-control period of the flow rate sensor, Doe Run shall provide substitute data using engineering calculations of the hourly mass SO_2 emission rate based on the SO_2 concentration measured by the SO_2 pollutant analyzer and estimated stack flow rates.

21. For the purpose of establishing whether or not Doe Run has violated or is in violation of any requirement under this Consent Decree, nothing in this Consent Decree shall preclude the use, including the exclusive use, of any credible evidence or information, relevant to whether the Herculaneum Lead Smelter would have been in compliance with requirements of this Consent Decree if the appropriate compliance procedure had been performed.

22. At all times, including periods of Startup, Shutdown, and Malfunction, Doe Run shall, to the extent practicable, maintain and operate the Herculaneum Lead Smelter in a manner consistent with good air pollution control practices for minimizing emissions.

B. Prohibition on Netting Credits or Offsets From Required Controls

23. Emission reductions generated by Defendants to comply with the requirements of this Consent Decree shall not be considered as a creditable contemporaneous emission decrease

for the purpose of obtaining a netting credit under the CAA's Nonattainment NSR and/or PSD programs.

24. Nothing in this Consent Decree is intended to preclude the emission reductions generated under this Consent Decree from being considered by MDNR or EPA as creditable contemporaneous emissions decreases for the purpose of attainment demonstrations submitted pursuant to CAA § 110, 42 U.S.C. § 7410, or in determining impacts on NAAQS, PSD increment, or air quality related values, including visibility in a Class I area.

C. Installation of Pressure Drop Monitor at the Buick Mine/Mill

25. Buick Mine/Mill is a lead, zinc, and copper mining and milling operation located at HC 1, Box 1390, Missouri Highway Route KK, Boss, Missouri 65440. Buick Mine/Mill is subject to the requirements of Part 70 Operating Permit No. OP2003-011 which was issued on March 7, 2003, and was scheduled to expire on March 4, 2008 ("Permit No. OP2003-011").

26. In addition to other requirements, Permit No. OP2003-011 contains emission unit specific emission limitations for the various emission units at the Buick Mine/Mill. Permit No. OP2003-011 identifies Underground Concrete Batch Plant #1 as emission unit EU0020 at the Buick Mine/Mill. Permit Condition EU0020-001 contains a number of conditions for emission unit EU0020, one of which is a requirement to install instruments to monitor the operating pressure drop across the baghouse.

27. Within sixty (60) Days of the Lodging Date of this Consent Decree Doe Run shall install and operate a pressure drop monitor in accordance with the requirements of Permit Condition EU0020-001.

28. Following installation of the pressure drop monitor, with the next semi-annual status report required by Paragraph 176, Doe Run shall submit a report to EPA and MDNR that provides documentation that a pressure drop monitor has been installed and is operational in accordance with the requirements of Permit Condition EU0020-001. The report shall contain the certification statement signed by a responsible corporate official pursuant to Paragraph 181 of Section XVI (Reporting Requirements) of this Consent Decree.

VI. COMPLIANCE REQUIREMENTS: CLEAN WATER ACT

A. Overview of CWA Requirements

29. This Consent Decree requires injunctive relief and compliance with Missouri State Operating Permit effluent limits and permit conditions at ten facilities ("the CWA Facilities") as follows:

a. **Buick Resource Recycling Facility** (MSOP No. MO-0000337, re-issued August 23, 2002, and modified February 23, 2007) is a secondary lead smelter and battery recycling plant located at 18594 HWY KK, Boss, Missouri 65440. The facility discharges from three permitted outfalls to an unnamed tributary of Crooked Creek, then to Crooked Creek. The sources of permitted discharges at the facility include industrial process wastewater, process stormwater, leachate from a slag landfill, purge water from groundwater well sampling, and employee-generated domestic wastewater.

b. **Glover Facility** (MSOP No. MO-0001121, re-issued March 23, 2007) is an inactive Primary Lead Smelter that is currently used as a storage and transportation hub for hauling activities. The Glover Lead Smelter Facility is located at 42850 Highway

49, Route 1, Box 60, Annapolis, Missouri 63620. The facility is authorized to discharge from four permitted outfalls, three of which discharge directly to Scoggins Branch, which flows to Big Creek. The sources of discharges at the facility include stormwater from the smelter grounds and slag piles, employee generated domestic wastewater, and non-contact cooling water.

c. **Herculaneum Lead Smelter Facility** (MSOP No. MO-0000281, re-issued February 28, 2003) is a Primary Lead Smelter facility located at 881 Main Street, Herculaneum, Missouri 63048. The facility is authorized to discharge to the Mississippi River from five permitted outfalls. The sources of the permitted discharges include industrial process wastewater, process stormwater, acid plant non-contact cooling water, no treatment/non-contact cooling water, stormwater runoff from slag storage areas, and stormwater runoff from the facility railroad track and staging area. A draft permit placed on public notice on November 20, 2009, eliminates the stormwater emergency overflow point at Outfall 002 and identifies the receiving stream for Outfall 004 as Joachim Creek.

d. **Brushy Creek Mine/Mill Facility** (MSOP No. MO-0001848, re-issued February 26, 2010) is a lead, zinc, and copper mining and milling operation located on Missouri Highway Route KK, Bunker, Missouri 63629. The facility discharges from three permitted outfalls to Bill's Creek, which flows to the West Fork of the Black River. The sources of permitted discharges include mine dewatering, stormwater runoff from mining and milling facilities, seep wastewater from the toe drain at the base of the tailings

impoundment, and process wastewater from mining and milling activities. The facility includes a 227-acre tailings impoundment.

e. **Buick Mine/Mill Facility** (MSOP No. MO-0002003, re-issued September 25, 2009) is a lead, zinc, and copper mining and milling operation located at HC 1, Box 1390, Missouri Highway Route KK, Boss, Missouri 65440. The facility discharges from two permitted outfalls to an unnamed tributary of Strother Creek and to Strother Creek. The sources of permitted discharges include process wastewater, including stormwater, from mining, milling and mine dewatering, and employee-generated domestic wastewater. The facility includes a 627-acre tailings impoundment.

f. **Fletcher Mine/Mill Facility** (MSOP No. MO-0001856, re-issued November 13, 2009) is a lead, zinc, and copper mining and milling operation located on Missouri Highway TT, Bunker, Missouri 63629. The facility discharges from three permitted outfalls to an unnamed tributary of Bee Fork, which flows to Bee Fork. The sources of permitted discharges from the facility include mine dewatering, stormwater runoff from mining and milling facilities, and process wastewater from mining and milling operations. The facility includes a 390-acre tailings impoundment.

g. **Sweetwater Mine/Mill Facility** (MSOP No. MO-0001881, re-issued July 10, 2009) is a lead, zinc, and copper mining and milling operation located at Route 1, Box 416, Ellington, Missouri 63638. The facility discharges from three permitted outfalls to an unnamed tributary to Adair Creek and Adair Creek, which flow to Logan Creek, and to an unnamed tributary to Sweetwater Creek, which flows to Sweetwater

Creek. The sources of permitted discharges from the facility include employee-generated domestic wastewater, process wastewater from mining and milling activities, and industrial stormwater from mining and milling activities. The facility includes a 592-acre tailings impoundment.

h. **Viburnum Mine/Mill Facility** (MSOP No. MO-0000086, re-issued December 4, 2009) is a lead, zinc, and copper mining and milling operation located at P.O. Box 500, Viburnum, Missouri 65566. The facility discharges from five permitted outfalls to an unnamed tributary of Indian Creek and to Indian Creek. The sources of permitted discharges from the facility include stormwater runoff from the mining and milling facility, mine dewatering, and process wastewater from mining operations. The facility includes a series of tailings impoundments covering approximately 812 acres.

i. **Viburnum Mine #35 (Casteel) Facility** (MSOP No. MO-0100226, re-issued March 19, 2010) is a lead, zinc, and copper mining operation located at Missouri State Highway 32, Bixby, Missouri 65439. The facility discharges from three permitted outfalls to an unnamed tributary of Crooked Creek, which flows to Crooked Creek. The sources of permitted discharges from the facility include mine dewatering, stormwater runoff from mining facilities, and employee-generated domestic wastewater. The facility includes two mine dewatering basins.

j. **West Fork Unit Facility** (MSOP No. MO-0100218, re-issued March 12, 2010) is a lead, zinc, and copper mining operation located at 6854 Missouri State Highway KK, Bunker, Missouri 63629. The facility discharges from four permitted

outfalls to the West Fork of the Black River. The sources of permitted discharges from the facility include mine dewatering, employee-generated domestic wastewater, and process wastewater and stormwater from mining and milling facilities. The facility includes a 515-acre tailings impoundment.

30. Summary of Relief. To further the objectives of this Consent Decree, Defendants shall perform the measures set forth in Subsection B, below. Defendants, in consultation and coordination with the EPA and MDNR, shall implement the plans that are required by Subsection B, below, of this Consent Decree, including requirements pertaining to data collection, development of Underground Water Management Plans, and development of Surface Water Management Plans, the latter of which Defendants shall submit for approval pursuant to Section XII (Compliance Requirements: Approval of Deliverables) of this Consent Decree, with the goal of improving water quality in Defendants' mine water and surface water to aid in achieving full compliance with current and future MSOPs. Defendants will also work with MDNR, in consultation with EPA, to resolve outstanding issues in appeals of certain terms and conditions of MSOPs at the CWA Facilities by implementing the measures set forth in Section VII (Clean Water Act Permits: Resolution of Missouri State Operating Permit Appeals and Compliance Deadlines) below and will comply with the MSOPs for the CWA Facilities pursuant to the terms of this Consent Decree, the CWA, and the Missouri Clean Water Law.

B. Compliance Measures for all CWA Facilities

31. Defendants shall achieve and maintain full compliance with the terms and conditions of its MSOPs for its CWA Facilities, and any amendments or modifications thereto,

subject to the provisions of Section VII, Subsection I, establishing the Schedule for Compliance With the Missouri State Operating Permits. Defendants shall comply with the provisions of the CWA, 33 U.S.C. § 1251 et seq., the Missouri Clean Water Law, Chapter 644, RSMo, the implementing regulations thereof, and the Compliance Measures set forth below in this Subsection.

1. Underground Water Sampling and Analysis Plan

32. In order to provide mine water quality data needed to prepare plans to reduce metals loadings associated with Defendants' CWA Facilities and to improve overall compliance with its MSOPs, Defendants shall prepare and implement an Underground Water Sampling and Analysis Plan ("UWSAP") at the Brushy Creek Mine/Mill, Buick Mine/Mill, Fletcher Mine/Mill, Sweetwater Mine/Mill, Viburnum Mine/Mill, Viburnum Mine #35 (Casteel), and West Fork Unit Facilities (collectively the "Mine and Mine/Mill Facilities").

33. Submittal of UWSAP. Within ten (10) Days of the Lodging Date, Defendants shall submit to Plaintiffs for review and comment a UWSAP for all of the Mine and Mine/Mill Facilities. Plaintiffs may provide comments, if any, within thirty (30) Days of receipt of the UWSAP. Defendants may revise the UWSAP in response to any comments provided by Plaintiffs. Defendants shall implement the UWSAP within the time frame set forth in Paragraph 36. The purpose of the UWSAP is to collect water quality and flow data from subsurface locations at the Mine and Mine/Mill Facilities to evaluate water quality and assist with water management. The data will be used to characterize the quality and quantity of subsurface water at the Mine and Mine/Mill Facilities, assist with mine water management and evaluate water

chemistry. The analysis of mine water will enable Defendants to determine the efficacy and efficiency of underground metals loading reduction activities. The UWSAP shall include, but is not limited to, the following activities as appropriate for each Mine and Mine/Mill Facility:

a. Sampling of major groundwater inflows, including, but not limited to shafts and borings;

b. Sampling of underground sumps;

c. Sampling of flooded mine workings;

d. Sampling in underground drainage channels flowing to pumping equipment;

e. Sampling of mine de-watering flows to surface facilities; and

f. Development of a data set for use in evaluating underground mine and surface water management programs to reduce metals loadings in water at the Mine and Mine/Mill Facilities prior to discharge.

2. Surface Water Sampling and Analysis Plan

34. In order to provide surface water quality data needed to prepare plans to reduce metals loadings associated with Defendants' CWA Facilities and to improve overall compliance with its MSOPs, Defendants shall prepare and implement a Surface Water Sampling and Analysis Plan ("SWSAP") at the CWA Facilities.

35. Submittal of SWSAP. Within ten (10) Days of the Lodging Date, Defendants shall submit to Plaintiffs for review and comment a SWSAP for the CWA Facilities. Plaintiffs may provide comments, if any, within thirty (30) Days of receipt of the SWSAP. Defendants

may revise the SWSAP in response to any comments provided by Plaintiffs. Defendants shall implement the SWSAP within the time frame described in Paragraph 36. The purpose of the SWSAP is to collect water quality and flow data from surface locations at all CWA Facilities to evaluate water quality and assist with water management. The data will be used to characterize the quality and quantity of surface water at all CWA Facilities, assist with surface water management, and evaluate water chemistry compared to current and new MSOPs. The analysis of surface water will enable Defendants to determine potential options (if required) to improve water quality and meet applicable MSOPs at the permitted outfalls. The SWSAP shall include, but is not limited to, the following activities as appropriate at all CWA Facilities:

a. Sampling of inflows to and outflows from surface facilities, including, but not limited to, tailing impoundments, clear water basins, and meander systems;

b. Sampling of receiving streams;

c. Sampling of stormwater discharges in accordance with EPA Industrial Stormwater Monitoring and Sampling Guide (EPA 832-B-09-003, March 2009) set forth at http://www.epa.gov/npdes/pubs/msgp_monitoring_guide.pdf;

d. Sampling of inflows to and outflows from man-made surface water features, including, but not limited to, surface water conveyance channels, retention basins, and detention basins, and which may include storage units, such as tanks, as well as inflows to and outflows from treatment plants; and

e. Development of a data set for use in evaluating underground mine and surface water management programs to reduce metals loading in water at CWA Facilities prior to discharge.

3. Completion of UWSAP and SWSAP

36. Defendants shall complete the first iteration of sampling and analysis under the UWSAP and SWSAP within two hundred ten (210) Days after the Lodging Date, unless Defendants choose to revise the UWSAP or SWSAP based on comments from the Plaintiffs. Defendants shall submit revisions to Plaintiffs, if any, within forty-five (45) Days after receipt of Plaintiffs' comments and shall complete the first iteration of sampling and analysis under the UWSAP and/or SWSAP within one hundred eighty (180) Days thereafter.

4. Quality Assurance Program Project

37. Quality Assurance Project Plan ("QAPP") for data validation and verification. Defendant will include in the UWSAP and SWSAP a QAPP that conforms to "EPA Requirements for Quality Assurance Project Plans for Environmental Data Operations" (EPA QA/R5. EPA/240/B-01/003 (March, 2001)) and "Guidance for Quality Assurance Plans" (EPA QA/G5. EPA/240/R-02/009 (December, 2002)). For analysis of samples pursuant to Sections VI and VII of this Consent Decree, Defendants shall use laboratories that participate in a QA/QC program compliant with these requirements and guidance. Within ten (10) Days of the Lodging Date, Defendants shall notify Plaintiffs of the laboratories selected by Defendants. Defendants shall retain a third-party independent contractor to audit all laboratories that Defendants will use for analysis of samples pursuant to Sections VI (Compliance Requirements: Clean Water Act)

and VII (Clean Water Act Permits: Resolution of Missouri State Operating Permit Appeals and Compliance Deadlines) of this Consent Decree prior to the initiation of any such sampling activities under this Consent Decree. Defendants shall provide to EPA and MDNR a copy of reports of such laboratory audits within fourteen (14) Days after Defendants' receipt of each such audit report.

38. Laboratory Audits. Upon EPA's request, Defendants shall notify a selected laboratory that EPA or an independent third-party contractor chosen by EPA will conduct a performance and/or QA/QC audit of the laboratories chosen by Defendants, whether before, during, or after sample analyses. Upon EPA's request, Defendants shall have each of their laboratories perform analyses of up to 30 samples per calendar quarter provided by EPA or the third-party contractor to demonstrate laboratory QA/QC and performance. If the audit reveals deficiencies in a laboratory's performance or QA/QC, Plaintiffs may require resampling and/or additional analysis, and Defendants shall submit a plan to address the deficiencies within ninety (90) Days of receipt of the results of the audit. Unless Plaintiffs provide comments within thirty (30) Days of receipt thereof, Defendants shall implement the remedial plan in accordance with the schedule set forth therein. If Plaintiffs provide comments requiring revision of the remedial plan, Defendants shall, subject to Defendants' right to invoke Dispute Resolution, within thirty (30) Days of receipt of Plaintiffs' comments, revise the remedial plan to address the comments and implement the revised remedial plan in accordance with the schedule set forth therein.

5. UWSAP Report and SWSAP Report

39. Defendants shall submit a UWSAP Report and a SWSAP Report with the results of the data from the first iteration of sampling and Defendants' analysis thereof to EPA and MDNR for review and comment within ninety (90) Days of completion of the first iteration of sampling and analysis under the UWSAP and the SWSAP. The UWSAP Report and the SWSAP Report will each be reviewed by Plaintiffs based on completeness and presentation of information demonstrating full implementation of the UWSAP and the SWSAP, respectively. Any deficiencies in gathering information or accurate analysis of data collected pursuant to the UWSAP and/or SWSAP will be borne by Defendants and shall not be used as a basis for modification of any schedule to meet an interim or final compliance deadline for CWA Facilities under this Consent Decree. The UWSAP Report and the SWSAP Report shall provide:

a. Summaries of the data collected at each sampling location;

b. Descriptions of all substantive deviations from the UWSAP or SWSAP, including any changed, deleted or additional sampling locations;

c. A QAPP data validation report; and

d. A discussion of whether the collected data is sufficient to satisfy all of the requirements to achieve the objectives of the UWSAP and the SWSAP.

40. Until the date that Defendants submit the UWSAP Report and the SWSAP Report, if, after consultation with Plaintiffs, Defendants conclude that the data collected are not sufficient in quantity, quality, or scope to satisfy the requirements of or to achieve the objectives of the UWSAP and/or the SWSAP or the QAPP, then Defendants shall include in the UWSAP

Report and/or the SWSAP Report and submit for Plaintiffs' review and comment a plan and schedule for additional proposed sampling that will achieve those objectives and/or satisfy the requirements as expeditiously as possible. Unless Plaintiffs provide comments they identify as significant regarding the plan and schedule for additional sampling within thirty (30) Days of submission, Defendants shall implement the plan and schedule for additional sampling as submitted. If Plaintiffs provide significant comments regarding the plan and schedule for additional sampling, Defendants shall, subject to Defendants' right to invoke Dispute Resolution, revise the plan and schedule for additional monitoring to address such comments and resubmit it to Plaintiffs, and shall thereafter implement the revised plan and schedule. Extension of the UWSAP and/or SWSAP sampling schedule pursuant to this Paragraph shall not be used as a basis for modification of any schedule to meet an interim or final compliance deadline for CWA Facilities under this Consent Decree.

6. Underground Water Management Plan

41. Master Underground Water Management Plan. Within thirty (30) Days after the Lodging Date, Doe Run shall prepare and submit to EPA and MDNR for review and comment a Master Underground Water Management Plan ("UWMP"). The Master UWMP shall provide a framework to evaluate the feasibility, practicality, and effectiveness of procedures and methodologies to reduce metals loadings in mine water and underground process water at Doe Run's Mine and Mine/Mill Facilities. If EPA and/or MDNR provide comments on the Master UWMP within thirty (30) Days of Doe Run's submittal of the Master UMWP, Doe Run may, within forty-five (45) days after receipt of such comments, revise the Master UWMP to address

the comments and submit the revised Master UWMP to EPA and MDNR. The Master UWMP shall, include, but not be limited to:

a. Source identification;

b. Identification and evaluation of potential source controls;

c. Development of Standard Operating Procedures ("SOPs") for source control measure implementation;

d. Regularly scheduled personnel training for implementation of SOPs;

e. Performance assessment to evaluate the effectiveness of measures taken; and

f. Implementation schedule.

42. Site-Specific UWMPs and Schedule. Doe Run shall develop a Site-Specific UWMP for each Mine and Mine/Mill Facility based on the Master UWMP and the results of UWSAP implementation for that particular Facility as presented in the UWSAP Report. Doe Run shall within ninety (90) Days of finalization of the UWSAP Report pursuant to Paragraph 39 and finalization of the Master UWMP pursuant to Paragraph 41, whichever is later, submit to EPA and MDNR for review and comment a Site-Specific UWMP for one Mine or Mine/Mill Facility, and shall submit an additional Site-Specific UWMP every thirty (30) Days thereafter until a Site-Specific UWMP has been submitted for each of the Mine and Mine/Mill Facilities. Doe Run shall implement each Site-Specific UWMP according to the schedule set forth therein, but implementation as to each Site-Specific UWMP shall in no case be completed later than three (3) years from the date it is submitted to EPA and MDNR.

43. UWMP Reporting. As part of the semi-annual status report required pursuant to Paragraph 176, Doe Run shall provide a semi-annual report summarizing the progress of implementation of all the Site-Specific UWMPs pursuant to Section XXIII (Notices) of this Consent Decree. Within thirty (30) Days after a request by Plaintiffs, Doe Run shall provide additional information and data regarding Site-Specific UWMP implementation, including but not limited to, the information and data that formed the basis for the annual report.

44. UWMP Modification. If Doe Run believes that new information or data gained through implementation of the UWMP and the SAP supports modification of the Master UWMP or any Site-Specific UWMP, Doe Run may modify the Master UWMP or any Site-Specific UWMP. Any modifications will be noted in the semi-annual report required pursuant to Paragraph 43, and shall be subject to review and comment by Plaintiffs. Any modifications to the Master UWMP or a Site-Specific UWMP shall not be considered "material modifications" within the meaning of Section XXVI (Modification) of the Decree.

45. Completion of measures subject to Implementation Schedules in the Site-Specific UWMPs shall be enforceable under this Consent Decree. Any failure to complete measures set forth in an Implementation Schedule by the scheduled deadline shall be subject to stipulated penalties as provided in Section XVII (Stipulated Penalties) of this Consent Decree unless Plaintiffs and Doe Run both agree in writing to the amendment of or deletion of measures on an Implementation Schedule. Except for completion of measures set forth in the Implementation Schedule, the detailed requirements of the UWMPs are not specifically enforceable under this Consent Decree; however, a substantial failure to implement control measures or conduct

performance assessments described in the UWMPs shall be subject to enforcement under this Consent Decree.

7. Surface Water Management Plan

46. Surface Water Management Plans. Defendants shall carry out assessments and engineering analyses necessary to identify all measures needed to ensure that Defendants' surface water discharges comply with the requirements of the Clean Water Act, the regulations promulgated thereunder, the Missouri Clean Water Law, the regulations promulgated thereunder, MSOPs for all CWA Facilities, and the terms of this Consent Decree, and then shall implement all such measures in a timely manner.

a. Master Surface Water Management Plan. Within sixty (60) Days of the Lodging Date, Defendants shall submit for review and approval by Plaintiffs pursuant to Section XII (Compliance Requirements: Approval of Deliverables) a Master Surface Water Management Plan ("SWMP") to serve as the framework for Site-Specific SWMPs developed pursuant to Paragraph 46.b. The objectives of the SWMPs are to evaluate for all CWA Facilities the technical feasibility, practicality, and effectiveness of procedures and methodologies for management of process wastewater and stormwater, including, but not limited to, mine water pumped to the surface at the Mine and Mine/Mill Facilities. The Master SWMP shall include, but may not be limited to:

i. Water inventory, including but not limited to, an evaluation, with sampling, of inflows and outflows from surface water impoundments,

including but not limited to discharges, seepage, drainage and evaporation;

ii. Source identification;

iii. Fate and transport evaluation;

iv. Sampling of Stormwater in accordance with EPA Industrial Stormwater Monitoring and Sampling Guide (EPA 832-B-09-003) set forth at http://www.epa.gov/npdes/pubs/msgp_monitoring_guide.pdf;

v. Preparation of Storm Water Pollution Prevention Plans ("SWPPP") in accordance with Guidance set forth in Appendix C;

vi. Identification of short and long-term control measures, including Best Management Practices ("BMPs") and capital improvements;

vii. Personnel training for implementation of control measures and SWPPPs;

viii. Performance assessment to evaluate the effectiveness of measures taken; and

ix. Implementation Schedule. Notwithstanding the schedule that will be presented for any Site-Specific SWMP, the SWPPP for each CWA Facility will be completed no later than the deadline set forth in Appendix B (MSOP Alternative Effluent Limitations and Compliance Deadlines) for each CWA Facility.

b. Site-Specific Surface Water Management Plans. Defendants shall develop a Site-Specific SWMP for each CWA Facility to address the criteria in Appendix C

(Storm Water Pollution Prevention Plans Guidance), the Master SWMP, and the results of SWSAP implementation as presented in the SWSAP Report. Defendants shall also review and revise, as needed, the SWPPP for each CWA Facility as a component of Site-Specific SWMP development. Within ninety (90) Days after the SWSAP Report is finalized pursuant to Paragraph 39 and the Master SWMP is approved or otherwise finalized pursuant to Section XII (Compliance Requirements: Approval of Deliverables), whichever is later, Defendants shall submit to EPA and MDNR for review and approval pursuant to Section XII (Compliance Requirements: Approval of Deliverables) a Site-Specific SWMP for one CWA Facility, and shall submit an additional Site-Specific SWMP every thirty (30) Days thereafter until a Site-Specific SWMP has been prepared for each of the CWA Facilities. As to each Site-Specific SWMP submitted, unless EPA or MDNR provide notice of disapproval to Defendants within forty-five (45) Days of submittal of each Site-Specific SWMP, such Site-Specific SWMP shall be deemed approved. After each Site-Specific SWMP is approved, deemed approved, or otherwise finalized pursuant to Section XII (Compliance Requirements: Approval of Deliverables) of the Decree, whichever is later, Defendants shall implement the approved Site-Specific SWMP according to the schedule set forth therein, but implementation of each Site-Specific SWMP shall in no case be completed later than three (3) years from the date it is deemed approved, as provided above, or the date that it is finalized pursuant to Section XII (Compliance Requirements: Approval of Deliverables), with the exception that Defendants may seek approval from Plaintiffs for a longer compliance schedule, not to

exceed five (5) years from the date of approval, for those portions of a Site-Specific SWMP that involve capital improvements which require more than three (3) years to implement.

47. SWMP Reporting. As a part of the semi-annual status report required pursuant to Paragraph 176, Defendants shall provide a semi-annual report summarizing the progress of implementation of all the Site-Specific SWMPs pursuant to Section XXIII (Notices) of this Consent Decree. Within thirty (30) Days of a request by Plaintiffs, Defendants shall provide additional information and data regarding Site-Specific SWMP implementation, including, but not limited to, the information and data that formed the basis for the semi-annual report.

48. SWMP Modification. If Defendants believe that new information or data gained through implementation of the SWMP and the SAP supports modification of the Master SWMP or any site-specific SWMP, Defendants may modify the Master SWMP or any Site-Specific SWMP, with the exception of capital improvements or control measures subject to an Implementation Schedule, without prior approval by Plaintiffs, provided Defendants specifically describe any such modifications in the semi-annual reports required pursuant to Paragraph 47. Plaintiffs may, within sixty (60) Days of receipt of a semi-annual report describing an eligible modification to the Master SWMP or a Site-Specific SWMP, disapprove such modification. Such disapproval shall be subject to Section XII (Compliance Requirements: Approval of Deliverables). Any modifications to the Master SWMP or Site-Specific SWMP shall not be considered "material modifications" within the meaning of Section XXVI (Modification) of this Consent Decree. Any proposed modifications to a SWMP Implementation Schedule or required

control measures must be submitted to Plaintiffs for review and prior approval pursuant to Section XII (Compliance Requirements: Approval of Deliverables). Defendants shall submit all proposed modifications to an Implementation Schedule or control measures at least sixty (60) Days prior to the due date of the milestone for which the extension is sought and shall be deemed approved unless Plaintiffs request additional information from Defendants regarding the proposed modification or disapprove the proposed modification within forty-five (45) Days of Plaintiffs' receipt thereof. Modification of the Master SWMP or a Site-Specific SWMP, including an Implementation Schedule or control measure, shall not automatically extend any schedule to meet an interim or final compliance deadline for CWA Facilities under this Consent Decree.

49. The training requirements and the requirements to implement control measures, conduct performance assessments, and comply with Implementation Schedules in the Site-Specific SWMPs shall be enforceable under this Consent Decree. Any failure to implement control measures, conduct performance assessments, or to comply with a training requirement or an Implementation Schedule shall also be subject to stipulated penalties as provided in Section XVII (Stipulated Penalties) of this Consent Decree unless an amendment to a control measure or Implementation Schedule has been approved, as provided in Paragraph 48, above. Except as set forth above, the detailed requirements of the Site-Specific SWMPs are not specifically enforceable under this Consent Decree or subject to stipulated penalties as provided in Section XVII (Stipulated Penalties) of this Consent Decree. Nothing in this provision shall prohibit the Plaintiffs from enforcement of a SWPPP incorporated into a CWA Facility's MSOP.

8. Site-Specific Injunctive Relief

Herculaneum Lead Smelter Facility

50. In order to enhance pH consistency of water delivered to the Herculaneum wastewater treatment plant, by no later than August 1, 2010, Defendants shall install and continuously operate a second lime slurry tank at the headworks of the Herculaneum wastewater treatment plant pursuant to the April 12, 2010 Construction Permit Waiver issued by MDNR.

51. By no later than July 1, 2010, Defendants shall submit a report for Plaintiffs' review and approval pursuant to Section XII (Compliance Requirements: Approval of Deliverables) of this Consent Decree evaluating the effectiveness of flocculating agents in the Herculaneum wastewater clarifier. Upon approval or finalization pursuant to Section XII (Compliance Requirements: Approval of Deliverables), the findings of the report shall be implemented according to the schedule set forth in the approved report. The report shall include, at a minimum:

a. The performance of each flocculent considered for use in the Herculaneum wastewater treatment system;

b. The flocculent chosen for the wastewater treatment system and justification therefor;

c. An evaluation of projected compliance using the chosen flocculent;

d. An analysis of the sludge generated by the chosen flocculent and any potential impacts on sludge disposal; and

e. An implementation schedule, if determined necessary to achieve compliance.

52. A Slag Storage Area Water Management Plan ("SSAWMP") shall be submitted for Plaintiffs' review and approval pursuant to Section XII (Compliance Requirements: Approval of Deliverables) by no later than January 31, 2011. The SSAWMP shall be consistent with any applicable requirements set forth in Administrative Order on Consent – Docket No. RCRA-07-2000-0018; CERCLA-07-2000-0029, and shall include:

a. An assessment of the characteristics of water entering the slag water collection system;

b. An evaluation of potential effective end uses and/or treatment of the collected water; and

c. A schedule for implementation.

53. Defendants shall implement the SSAWMP according to the schedule set forth therein upon approval of the SSAWMP by Plaintiffs pursuant to Section XII (Compliance Requirements: Approval of Deliverables).

54. In order to reduce hydraulic loading to the Herculaneum wastewater treatment plant, Defendants shall install a truck wash water recycling system. By no later than fifteen (15) Days after the Lodging Date of this Consent Decree, Defendants shall submit a plan to Plaintiffs for review and approval pursuant to Section XII (Compliance Requirements: Approval of Deliverables) of this Consent Decree for recycling truck wash water. Unless disapproved by Plaintiffs within forty-five (45) Days of submission, the plan shall be deemed approved. By no

later than ninety (90) Days from receipt of a Missouri Clean Water Law Construction Permit or waiver thereof, or two hundred forty (240) Days from the Lodging Date, whichever is earlier, Defendants shall install and commence continuous operation of a truck wash water recycling system at the Herculaneum Lead Smelter Facility.

Glover Facility

55. By no later than June 1, 2010, Defendants shall submit a report to Plaintiffs for review and approval pursuant to Section XII (Compliance Requirements: Approval of Deliverables) evaluating the effectiveness of reagents used in the Glover Facility wastewater treatment plant. The report shall include a description of the evaluation steps, presentation of any data generated during the evaluation, conclusions reached, a description of any recommended changes in the chemicals used or the usage thereof in the wastewater treatment system, and an implementation schedule. Unless Plaintiffs provide notice of disapproval within thirty (30) Days of submittal, Defendants will implement the report according to the plan and schedule. If Plaintiffs provide notice of disapproval, Defendants shall implement the report according to the plan and schedule after finalization of the report pursuant to Section XII (Compliance Requirements: Approval of Deliverables).

56. Within thirty (30) Days after the Lodging Date, Defendants shall remove and place in the Doe Run slag storage area any slag that has washed out of the slag storage area containment berm. Defendants shall immediately implement actions to stabilize and re-vegetate the containment berm around the Doe Run slag storage area at the Glover Facility, and complete re-vegetation by no later than October 31, 2010.

57. Within thirty (30) Days after the Lodging Date, Defendants shall submit to Plaintiffs for review and approval pursuant to Section XII (Compliance Requirements: Approval of Deliverables) a report on the use of sodium sulfide to reduce thallium in the Glover Facility wastewater treatment system, and if changes are recommended, shall propose a schedule for implementation. Unless Plaintiffs provide notice of disapproval within thirty (30) Days of submittal, Defendants shall implement the report according to the plan and schedule. If Plaintiffs provide notice of disapproval, Defendants shall implement the report, according to the plan and schedule after finalization of the report pursuant to Section XII (Compliance Requirements: Approval of Deliverables).

58. Within ninety (90) Days after the Lodging Date of this Consent Decree, at the Glover Facility domestic sewage extended aeration wastewater treatment unit Defendants shall place and maintain a lock on the gate and shall secure and install warning signs on each side of the fence surrounding that unit that at a minimum have letters that are two inches tall and that state, "Wastewater Treatment Facility, Keep Out."

Buick Resource Recycling Facility

59. In order to enhance hydraulic capacity, consistency of hydraulic throughput, and ensure continuing compliance with its MSOP at the Buick Resource Recycling Facility wastewater treatment plant, Defendants shall install and commence operation of a fourth sand vertical gravity filter at the wastewater treatment plant pursuant to the March 24, 2010 Construction Permit Waiver issued by MDNR. During any period of maintenance, Defendants shall ensure back-up systems provide full treatment capacity and permit compliance. Defendants

shall install and commence operation of the equipment by no later than June 24, 2010. The filter will serve as a backup or may be used to assist the existing three sand vertical gravity filters and shall have a maximum design capacity of no less than 235 gallons per minute ("GPM").

60. In order to reduce hydraulic and metals loading to the Buick Resource Recycling Facility, Defendants shall:

a. Install equipment for recycling non-contact cooling water in the battery desulfurization and crystallization areas and commence its operation by no later than October 1, 2010;

b. Install return pumps for the blast furnace cooling water to allow reuse and recycling of non-contact cooling water by no later than November 1, 2010; and

c. Submit to EPA and MDNR by no later than thirty (30) Days after the Effective Date of the Consent Decree, an evaluation for review and approval of a filter to capture metals from the dross and refinery granulation wastewater, and if a filter is determined feasible, a schedule for installation. Unless disapproved by Plaintiffs within thirty (30) Days after submission, the evaluation shall be deemed approved. If filter installation is feasible, Defendants shall within ninety (90) Days after MDNR's issuance of a Missouri Clean Water Law Construction Permit or waiver thereof, or two hundred seventy (270) Days after the Lodging Date, whichever is earlier, complete installation of the filter and commence its operation.

West Fork Unit Facility

61. Defendants shall remove and replace the substrate in the north biocell of the West Fork Unit Facility wastewater treatment plant with the type of material, determined by Defendants through previous study, which supports the greatest treatment capabilities of the biocell pursuant to the March 24, 2010 Construction Permit Waiver issued by MDNR. Defendants shall install the substrate by August 30, 2010, and commence continuous operation thereof by no later than February 28, 2011. No later than the Lodging Date of this Consent Decree and continuing thereafter with respect to all work performed pursuant to this Paragraph, Defendants shall ensure all materials removed from the biocell are properly handled and/or disposed of in compliance with all applicable federal, State and local requirements, including but not limited to stormwater, solid waste and hazardous waste requirements.

62. No later than July 1, 2010, Defendants shall eliminate the discharge from Outfall 002 at the West Fork Unit Facility, the domestic wastewater treatment unit, until and unless the treatment unit is upgraded to ensure consistent compliance with all applicable effluent limitations. Any action taken by Defendants to eliminate the discharge from Outfall 002 at the West Fork Unit Facility, such as pumping and hauling the wastewater, shall be in compliance with all applicable local, State and federal requirements.

63. Within ninety (90) Days after the Lodging Date of this Consent Decree, Defendants shall secure and install signage at the West Fork Unit Facility domestic wastewater treatment unit, including but not limited to constructing a fence and locked gate around the facility and erecting warning signs. The warning signs shall at a minimum state, “Wastewater

Treatment Facility, Keep Out," and be written in at least 2 inch tall letters and placed on all sides of the fence surrounding the treatment unit.

VII. CLEAN WATER ACT PERMITS: RESOLUTION OF MISSOURI STATE OPERATING PERMIT APPEALS AND COMPLIANCE DEADLINES

A. CWA Permitting Obligations

64. Operating Permits. Defendants shall comply with applicable federal and/or State permitting requirements for the CWA Facilities including, without limitation, submission of timely MSOP applications to MDNR in accordance with this Section. The installation of pollution control equipment and measures required by Section VI, Subsection B (Compliance Measures for all CWA Facilities) is injunctive relief required to achieve compliance with current and future MSOPs, including MSOP modifications made pursuant to this Consent Decree. This Consent Decree is not and shall not be construed to be a permit or a ruling on a permit issued pursuant to any federal or State statute or regulation, nor does compliance with its terms guarantee compliance with any applicable law or regulation. Except as specifically provided in Section VII, Subsection I (Schedule for Compliance With Missouri State Operating Permits), below, and Section XXI (Effect of Settlement/Reservation of Rights), this Consent Decree does not affect or relieve Defendants of their responsibility to comply with any applicable federal, State, or local law, regulation or permit.

65. Construction. Defendants shall timely apply for and obtain from MDNR all permits necessary pursuant to State law to construct or modify any controls, processes, structures, or facilities to implement the requirements of this Consent Decree. If Defendants choose to request a waiver of a Missouri Clean Water Law Construction Permit, such waiver request shall

not delay completion of required injunctive relief under this Consent Decree. Delay in receipt of a Missouri Clean Water Law Construction Permit or waiver due to Defendants' failure to submit an adequate, timely and complete application or waiver request to MDNR will not constitute a Force Majeure event under Section XVIII (Force Majeure) of this Consent Decree.

66. Permit Renewals and Modifications. As required by State and federal law, Defendants shall apply for renewal of any MSOPs for CWA Facilities at least one hundred eighty (180) Days prior to their expiration. Defendants shall apply for any necessary modification of an MSOP for a CWA Facility at least one hundred twenty (120) Days prior to the expiration date of any construction permit obtained to perform work required under this Consent Decree. If Defendants seek site-specific water quality based limitations or permit-specific limitations in any MSOP for a CWA Facility Defendants shall timely submit information in support of such request pursuant to Section VII, Subsection D (Site-Specific and Permit-Specific Limitations).

B. Resolution of Pending MSOP Appeals

67. The purpose of this Subsection is to set forth the mechanism for expedited resolution of pending and anticipated appeals of conditions of CWA Facilities' MSOPs (the issues under appeal and anticipated to be the subject of future appeals are referred to herein as "Permit Appeal Issues"). Defendants and Plaintiffs have agreed upon a mechanism for expedited resolution of the Permit Appeal Issues.

68. Appealed Missouri State Operating Permits. Certain provisions of the following CWA Facility MSOPs are under appeal before the Missouri Administrative Hearing Commission ("Appealed MSOPs"):

a. Buick Mine/Mill – MSOP No. MO-0002003, re-issued September 25, 2009, appeal filed October 23, 2009, supplement filed May 19, 2010;

b. Glover Facility – MSOP No. MO-0001121, re-issued March 23, 2007, appeal filed April 20, 2007, amended notice of appeal filed April 13, 2010;

c. Sweetwater Mine/Mill Facility – MSOP No. MO-0001881, re-issued July 10, 2009, appeal filed August 7, 2009, supplement filed May 19, 2010;

d. Fletcher Mine/Mill Facility – MSOP No. MO-0001856, re-issued November 13, 2009, appeal filed December 11, 2009, amended notice of appeal filed April 23, 2010, supplement filed May 19, 2010;

e. Viburnum Mine/Mill Facility – MSOP No. MO-0000086, re-issued December 4, 2009, appeal filed January 4, 2010, supplement filed May 19, 2010;

f. Brushy Creek Mine/Mill Facility – MSOP No. MO-0001848, re-issued February 26, 2010, appeal filed March 26, 2010, supplement filed May 19, 2010;

g. Viburnum Mine #35 (Casteel) Facility – MSOP No. MO-0100226, re-issued March 19, 2010, appeal filed April 16, 2010, supplement filed May 19, 2010; and

h. West Fork Unit Facility – MSOP No. MO-0100218, re-issued March 12, 2010, appeal filed April 9, 2010.

69. Future Missouri State Operating Permits. The following CWA Facility MSOPs are expected to be reissued ("Future MSOPs"):

a. Herculaneum Lead Smelter Facility – MSOP No. MO-0000281, re-issued February 28, 2003, comments dated January 6, 2010; and

b. Buick Resource Recycling Facility – MSOP No. MO-0000337, re-issued August 23, 2002, and modified February 23, 2007, comments dated March 15, 2010.

Defendants anticipate that permit conditions and other issues similar to those raised in the appeals listed in Paragraph 68 above will be included in the Future MSOPs. To the extent that Defendants can identify these conditions and issues, such conditions and issues will be deemed Permit Appeal Issues and will be subject to this Section VII (Clean Water Act Permits: Resolution of Missouri State Operating Permit Appeals and Compliance Deadlines).

70. Stipulation for Waiver in Part and Abeyance in Part of Permit Appeals.

a. In consideration of the agreements of Plaintiffs and Defendants set forth below, Defendants hereby specifically:

i. Agree that the provisions set forth in this Section VII (Clean Water Act Permits: Resolution of Missouri State Operating Permit Appeals and Compliance Deadlines) of the Consent Decree are the exclusive provisions for resolution of Permit Appeal Issues and all additional challenges to any MSOP provision contained in any CWA Facility permit issued by MDNR and in effect as of the Lodging Date of this Consent Decree, or in any Future MSOPs as identified in Paragraph 69, or in any permit modification issued by MDNR after the Lodging Date of this Consent Decree and prior to the termination of this Consent Decree pursuant to Section XXVII (Termination) intended to resolve a Permit Appeal Issue, and waive their right under federal, State, or local law to otherwise appeal or challenge any provision of such CWA Facility MSOPs; and

ii. Agree that the procedures in Paragraph 82 apply to MSOP modifications issued by MDNR after the Lodging Date of this Consent Decree that are not intended to resolve a Permit Appeal Issue and, except for issuance of Future MSOPs identified in Paragraph 69, to reissuance of CWA Facility MSOPs by MDNR after the Lodging Date of this Consent Decree and prior to the termination of this Consent Decree pursuant to Section XXVII (Termination); and

iii. Reserve their right under federal, State and local law to appeal or challenge any provision of any CWA Facility MSOP or MSOP modification issued by MDNR during the term of this Consent Decree that differs significantly and/or materially from the terms of settlement of such permit conditions as resolved pursuant to Subsections D, F, G, or H of this Section (e.g., if, based on public comments or pursuant to direction from the Missouri Clean Water Commission, the final MSOP issued by MDNR differs significantly and/or materially from the terms of the permit agreed upon by the State and Defendants or from the recommended decision of the Special Master, as applicable), and to appeal or challenge any provision of any CWA Facility MSOP or MSOP modification issued after termination of this Consent Decree pursuant to Section XXVII (Termination).

b. Permit Appeal Issues and other challenges to provisions of any CWA Facility MSOP issued by MDNR and in effect as of the Lodging Date of this Consent

Decree, or in any Future MSOPs as identified in Paragraph 69, shall be resolved as follows:

i. The State and Defendants have agreed to settlement of certain CWA Facility MSOP terms and conditions appealed by Defendants or anticipated to be appealed, including dismissing some Permit Appeal Issues and modifying some MSOPs to address Permit Appeal Issues, as specifically set forth in Appendix D (Resolution of Permit Appeal Issues for Clean Water Act Facility MSOPs), Tables 1 and 2;

ii. Plaintiffs and Defendants have agreed to schedules of compliance to meet effluent limitations and conditions as set forth in the Schedule for Compliance with Missouri State Operating Permits pursuant to Subsection I (Schedule for Compliance With Missouri State Operating Permits) hereunder and the provisions set forth in Section XXI (Effect of Settlement/Reservation of Rights) of this Consent Decree;

iii. The State and Defendants have agreed to engage in resolution processes, as set forth in Subsection D hereunder (Site-Specific and Permit-Specific Limitations), regarding site-specific and permit-specific effluent limitations and conditions specifically identified in Appendix D (Resolution of Permit Appeal Issues for Clean Water Act Facility MSOPs), Tables 3 and 5, and as may be identified pursuant to Subsection C (Identification of Remaining Permit Appeal Issues), below, and as identified in Appendix D (Resolution of Permit

Appeal Issues for Clean Water Act Facility MSOPs), Table 6, including monitoring requirements and numeric effluent limitations or the methodology used for calculating the numeric limits for metals, including, but not limited to arsenic, cadmium, copper, lead, mercury, nickel, selenium, thallium, and zinc, and for other pollutant parameters, including BOD, COD, TSS, ammonia, bacteria and WET; and

iv. Plaintiffs and Defendants have agreed to processes, as set forth in Subsection E hereunder (WET Sampling and Testing Procedures) and the provisions set forth in Section XXI (Effect of Settlement/Reservation of Rights) of this Consent Decree, for Defendants to seek alternative Whole Effluent Toxicity ("WET") testing methodologies as specifically identified in Appendix D (Resolution of Permit Appeal Issues for Clean Water Act Facility MSOPs), Table 4, and as may be identified pursuant to Subsection C (Identification of Remaining Permit Appeal Issues), below, for Future MSOPs.

c. Within thirty (30) Days after the Lodging Date of this Consent Decree or within thirty (30) Days after issuance of all CWA Facilities permit modifications to reflect resolved appeal provisions pursuant to Subparagraph 70.b.i., whichever is later, Defendants and MDNR through the Attorney General of Missouri shall, consistent with the provisions of Subparagraph 70.b. above, file with the Missouri Administrative Hearing Commission a Joint Stipulation to Dismiss in Part and Hold in Abeyance in Part Permit Appeals for all Appealed MSOPs identified in Paragraph 68 and all Future

MSOPs identified in Paragraph 69 for which appeals have been filed within thirty (30) Days after the Lodging Date of this Consent Decree. Those appeal provisions identified in Subparagraph 70.b.i. above that are resolved shall be identified as dismissed in the Joint Stipulation. The Joint Stipulation to Dismiss in Part and Hold in Abeyance in Part Permit Appeals shall stipulate abeyance of the permit appeal proceedings not otherwise dismissed under this Paragraph until the final decision of the Missouri Clean Water Commission as to each CWA Facility MSOP pursuant to Section VII, Subsection H (Procedure for Finality of Permit Appeal Resolution). If a Future MSOP is not issued within the time necessary for the appeal period for such MSOP to fall within the time period identified above, then Defendants shall file an appeal of such Future MSOP, and together with that filing, the State and Defendants shall file a Joint Stipulation to Hold in Abeyance any such permit appeal in accordance with Paragraph 72.

d. An appeal, a request for a permit modification, or any other challenge by Defendants of any condition in any MSOP for any CWA Facility required to comply with this Consent Decree shall not relieve Defendants of their obligation to comply with the compliance dates set forth in Section VI, Subsection B (Compliance Measures for all CWA Facilities), above, or be cause for extension of the deadlines for compliance established pursuant to Section VII, Subsection I (Schedule for Compliance With Missouri State Operating Permits) of this Consent Decree and Appendix B (MSOP Alternative Effluent Limitations and Compliance Deadlines), and will not constitute a Force Majeure event under Section XVIII (Force Majeure) of the Consent Decree.

C. Identification of Remaining Permit Appeal Issues

71. Within forty-five (45) Days after the Lodging Date of this Consent Decree, Defendants shall provide to MDNR a comprehensive list confirming the Permit Appeal Issues for all of the CWA Facilities that remain to be resolved. The identification of Permit Appeal Issues shall only include issues that Defendants have raised in the MSOP appeals, as amended and/or supplemented, specifically identified in Paragraph 68 above and issues regarding Future MSOP permits identified in Paragraph 69 that are included in appeals filed as of the thirty (30) Day period after the Lodging Date. However, Defendants shall not include as a Permit Appeal Issue any permit-specific or global issue identified as resolved in Paragraph 70.b.i and Appendix D (Resolution of Permit Appeal Issues for Clean Water Act Facility MSOPs), Table 2.

a. Each Permit Appeal Issue identified by Defendants shall include a brief statement of the basis for appeal, the desired alternative permit condition or limitation, and the anticipated date by which Defendants will submit information in support of the same, not to exceed the time frames set forth in Subsections D (Site-Specific and Permit-Specific Limitations) and E (WET Sampling and Testing Procedures), below, as applicable.

b. To the extent that Permit Appeal Issues across the various MSOPs are similar in, for example, the application of science, regulatory interpretation, or methods of calculation, such similar bases may be referenced in articulating the Permit Appeal Issues for the purpose of streamlining the identification process.

72. With the exclusion of any issue that has been determined resolved pursuant to Paragraph 70.b.i and Appendix D (Resolution of Permit Appeal Issues for Clean Water Act Facility MSOPs), Table 2, Defendants' identification of issues that reasonably can be anticipated to arise with respect to Future MSOPs based upon the draft permits for public notice for each of the Future MSOPs does not preclude Defendants from identifying further issues within thirty (30) Days after public notice by the MDNR of another draft permit or a final permit for reissuance in accordance with 10 CSR 20-6.020(1)(B) where such draft or final permit is materially changed from the earlier draft permit(s).

a. In such case(s) where MDNR issues a final permit, Defendants shall file a permit appeal with the Missouri Administrative Hearing Commission within thirty (30) Days after the public notice date, and Defendants shall simultaneously submit to MDNR a copy of the appeal, a revised version of the comprehensive list of Permit Appeal Issues required by Paragraph 71 to incorporate such new Permit Appeal Issues, and a draft Joint Stipulation to Hold in Abeyance Permit Appeals addressing such new Permit Appeal Issues. Defendants and MDNR shall finalize the Joint Stipulation and file it with the Missouri Administrative Hearing Commission within twenty-one (21) Days of the Defendants' submission of the draft Joint Stipulation to MDNR; and

b. In such case(s) where MDNR issues an additional public notice of a draft permit that is materially changed from the original draft permit, Defendants shall submit comments to MDNR on such changes, if any, within thirty (30) Days of the date of the public notice of the draft permit. When MDNR issues the final permit, if Defendants

wish to appeal such changed terms or permit appeal issues previously identified in Table 6 of Appendix D (Resolution of Permit Appeal Issues for Clean Water Act Facility MSOPs), Defendants shall file a permit appeal with the Missouri Administrative Hearing Commission within thirty (30) Days after the permit issuance date, and Defendants shall simultaneously submit to MDNR a copy of the appeal and a revised version of the comprehensive list of Permit Appeal Issues required by Paragraph 71 to incorporate such new Permit Appeal Issues, and a draft Joint Stipulation to Hold in Abeyance Permit Appeals addressing such new Permit Appeal Issues. Defendants and MDNR shall finalize the Joint Stipulation and file it with the Missouri Administrative Hearing Commission within twenty-one (21) Days of the Defendants' submission of the draft Joint Stipulation to MDNR.

D. Site-Specific and Permit-Specific Limitations

73. Time Limitations for Good Faith Negotiations. Defendants shall engage in good faith negotiations to resolve site-specific and permit-specific Permit Appeal Issues identified in Appendix D (Resolution of Permit Appeal Issues for Clean Water Act Facility MSOPs), Tables 3, 5 and 6, as may be amended pursuant to Subsection C, above, as follows:

a. Defendants and MDNR shall engage in an initial period of good faith negotiations until August 1, 2011, for resolution of Permit Appeal Issues, specifically including but not limited to provisions identified in Appendix D (Resolution of Permit Appeal Issues for Clean Water Act Facility MSOPs), Table 3, and as specified in Subparagraph 79.a.i.;

b. If Defendants present an application for a permit modification to MDNR pursuant to Subparagraph 79.a.ii., regarding a site-specific water quality based limitation Permit Appeal Issue for a Future MSOP identified in Appendix D (Resolution of Permit Appeal Issues for Clean Water Act Facility MSOPs), Table 6, or pursuant to Paragraph 71, above, Defendants and MDNR shall engage in an initial period of good faith negotiations until February 1, 2012;

c. If Defendants present an application for a permit modification to MDNR pursuant to Subparagraph 79.a.ii., regarding Permit Appeal Issues identified in Appendix D (Resolution of Permit Appeal Issues for Clean Water Act Facility MSOPs), Tables 5 and 6, other than the site-specific water quality-based permit limit Permit Appeal Issues addressed in Subparagraph 73.b, above, Defendants and MDNR shall engage in an initial period of good faith negotiations for resolution of the Permit Appeal Issues for ninety (90) Days following MDNR's receipt of such application;

d. If MDNR requires additional time to make an initial determination regarding the disposition of one or more Permit Appeal Issues or requests Defendants to provide additional information and data regarding one or more Permit Appeal Issues under review, the period for good faith negotiation set forth in Subparagraphs a, b, or c, above may be extended upon a joint request by MDNR and Defendants and ratification by ruling of the Special Master appointed pursuant to Subsection F, below. A total extension of ninety (90) Days or less of the good faith negotiation period shall not be

considered a "material modification" within the meaning of Section XXVI (Modification) of the Decree.

74. Defendants shall utilize the procedural framework for resolution of Permit Appeal Issues set forth in Paragraphs 78 through 81, below.

75. Throughout the period of good faith negotiations, including any approved period of extension, MDNR shall keep EPA informed of the status of negotiations and the issues under review. At a minimum, the MDNR shall invite EPA to participate in a joint phone conference with Defendants to discuss the specific matters under review, beginning within the first fifteen (15) Days of the period of good faith negotiations and recurring at least every sixty (60) Days thereafter until every Permit Appeal Issue is either resolved pursuant to Paragraph 76 below or referred to the Special Master pursuant to Paragraph 77, below.

76. Permit Appeal Issues under this Subsection D that are resolved during the period of good faith negotiation shall be stipulated as agreed to by the MDNR and Defendants in a Joint Stipulation of Agreement to the Missouri Administration Hearing Commission. Any modification to a CWA Facility MSOP as agreed to by MDNR and Defendants is subject to Section VII, Subsection H (Procedures for Finality of Permit Appeal Resolution).

77. Permit Appeal Issues that are not resolved during the period of good faith negotiation shall be referred by the Defendants and MDNR for review by the Special Master appointed pursuant to Subsection G (Procedures for Permit Appeal Issues Before the Special Master), below.

78. Information Required and Time Limitations Regarding Site-Specific and Permit-Specific Limitations. Defendants shall, consistent with the provisions set forth in this Paragraph through Paragraph 81 below, submit information in support of Permit Appeal Issues where Defendants seek site-specific water quality based limitations and/or permit-specific limitations or conditions. Such information submitted by Defendants shall be in the form of an application to MDNR for modification of the MSOP for a CWA Facility to establish site-specific and/or permit-specific limitations and conditions, which may include, but are not limited to, monitoring requirements and numeric effluent limitations for metals, including, but not limited to arsenic, cadmium, copper, lead, mercury, nickel, selenium, thallium, and zinc, and for other pollutant parameters, including BOD, COD, TSS, ammonia, bacteria, and WET.

79. Any information in support of a request for a site-specific or permit-specific limitation or conditions in a MSOP must be submitted by Defendants to MDNR by the times set forth in Subparagraphs 79.a through b, below. Failure by Defendants to comply with the time limits set forth below shall be deemed a waiver by Defendants of their option to seek site-specific and/or permit-specific limitations or conditions for that permit. MDNR may, after consultation with EPA, extend the time period for Defendants to submit information under this Paragraph for up to sixty (60) additional Days. Such extension of sixty (60) Days or less shall not be considered a "material modification" within the meaning of Section XXVI (Modification) of the Decree. Denial of a request for an extension shall not be subject to Dispute Resolution pursuant to Section XIX of this Consent Decree.

a. For any CWA Facility MSOP in effect as of the Effective Date of this Consent Decree or any Future MSOP for which Defendants seek a modification of a site-specific or permit-specific limitation, consistent with the identified remaining Permit Appeal Issues, such application shall be submitted:

i. For dissolved metals limitations, and permit mixing zone allowances identified in Appendix D (Resolution of Permit Appeal Issues for Clean Water Act Facility MSOPs), Table 3, no later than January 15, 2011; and

ii. For all other remaining Permit Appeal Issues identified in Appendix D (Resolution of Permit Appeal Issues for Clean Water Act Facility MSOPs), Tables 5 and 6, as may be amended pursuant to Subsection C, above, at such time as the application for a permit modification is complete.

b. For any CWA Facility MSOP for which Defendants believe completion of work required pursuant to Section VI, Subsection B of this Consent Decree (Compliance Measures for all CWA Facilities) has or will result in a material and/or substantial change in the nature of the discharge, the pollutant characteristics, or the pollution control processes such that a modification to the terms and conditions of the applicable MSOP are necessary and appropriate, Defendants shall submit an application for a permit modification within ninety (90) Days after completing such Permanent Injunction and Compliance Measures or within sixty (60) Days of completing analysis of discharge information collected following completing such Permanent Injunction and Compliance

Measures, whichever is later, but in no instance later than one hundred eighty (180) Days after completing such Permanent Injunction and Compliance Measures.

80. Each submission in support of a site-specific or permit-specific limitation or condition submitted by Defendants to MDNR pursuant to this Subsection D (Site-Specific and Permit-Specific Limitations), shall be submitted as an application for, or an application for a modification of, an MSOP, consistent with the requirements of 10 CSR 20-6 and 7.

a. With respect to each request for site-specific metals limits, Defendants' submittal shall include, at a minimum, the following information:

i. Site-Specific Dissolved Metals Translator Studies prepared consistent with *The Metals Translator: Guidance for Calculating A Total Recoverable Permit Limit From A Dissolved Criterion* (EPA 823-B-96-007, June 1996);

ii. Site-specific stream hardness data; and

iii. All raw data for samples collected or measurements taken in preparation of the application for site-specific permit limitations or permit-specific limitations, including, at a minimum, all data for samples collected or measurements taken from January 1, 2008, to thirty days prior to the date of submittal of the application.

b. With respect to each request for site-specific or permit-specific limitation or conditions other than metals limits, Defendants' submittal shall include site-specific information to support the request, including, as appropriate, the following information:

i. If an alternative WET sampling or testing methodology is approved pursuant to the provisions of Subsection E (WET Sampling and Testing Procedures), below, information justifying use of such approved alternative methodology;

ii. Biological assessments of receiving and reference waters;

iii. If flow-tiered or flow-variable limitations are sought, hydrologic investigations to support such flow-tiered or flow-variable effluent limitations; and

iv. All raw data for samples collected or measurements taken in preparation of the application for site-specific permit limitations or permit-specific limitations, including, at a minimum, all data for samples collected or measurements taken from January 1, 2006, to thirty days prior to the date of submittal of the application.

81. The process for review of and action on an application by Defendants to MDNR under this Subsection D (Site-Specific and Permit-Specific Limitations) is as follows:

a. Upon receipt of an application for site-specific permit limitations submitted by Defendants under this Subsection, MDNR shall evaluate the application and information contained therein for completeness.

b. If MDNR determines the information is not complete, MDNR shall notify Defendants in writing of the information missing from the application. Defendants shall

have forty-five (45) Days from receipt of MDNR's written notice of incompleteness to submit to MDNR additional information.

c. Within sixty (60) Days of notifying Defendants that an application for site-specific permit limits by Defendants is complete or notifying Defendants that their application was incomplete, MDNR shall, in consultation with EPA, complete its review of the application and either:

i. provide to Defendants a draft MSOP or permit modification, as appropriate, and a draft fact sheet (including a water quality analysis and an anti-degradation analysis) incorporating all limitations, conditions and requirements MDNR determines appropriate to address the issues raised and information provided in Defendants' application; or

ii. provide to Defendants a written determination, i.e., draft permit denial, that no change is warranted and include therein specific information regarding the basis for that determination.

d. Except as provided in Paragraph 82, below, receipt by Defendants of the draft MSOP and fact sheet or draft permit denial or expiration of the period for good faith negotiations set forth in this Subsection D (Site-Specific and Permit-Specific Limitations) triggers an event subject to review by a Special Master pursuant to the provisions of Subsection G (Procedures for Permit Appeal Issues Before the Special Master), below. Defendants shall within fifteen (15) Days of receipt of the draft MSOP and fact sheet or draft permit denial, or within fifteen (15) Days of the expiration of the period for good

faith negotiations set forth in Subsection D (Site-Specific and Permit-Specific Limitations), submit a written request to the Special Master initiating review by the Special Master pursuant to Subsection G (Procedures for Permit Appeal Issues Before the Special Master), below, together with all pertinent documentation, including but not limited to, Defendants' application(s) and all supporting information regarding the Permit Appeal Issue, any subsequent data provided to MDNR regarding the Permit Appeal Issue, and the decision, if any, by MDNR in response to Defendants' application. Defendants expressly agree that, except as provided in Subparagraph f, below, their only means of contesting the site-specific or permit-specific limitation or condition in any CWA Facility MSOP or denial thereof shall be through invocation of review by a Special Master pursuant to Subsection G (Procedures for Permit Appeal Issues Before the Special Master) of this Consent Decree.

e. Upon: (1) MDNR's receipt of notification from Defendants that MDNR's draft action on the site-specific permit limit application submitted pursuant to this Subsection is acceptable, or (2) the lapse of the time period for invoking review by the Special Master without action by Defendants, MDNR shall either:

i. place on public notice and proceed with the permit issuance process, consistent with the provisions and requirements of the Missouri Clean Water Law and implementing regulations; or

ii. take no action, if the permit application is denied.

Either course of action by MDNR under this Subparagraph 81.e. shall reflect the outcome

of any Dispute Resolution completed pursuant to this Consent Decree.

f. No provision of this Consent Decree precludes informal communications between MDNR and Defendants prior to a determination by MDNR regarding any application for site-specific permit limits by Defendants under this Subsection. All communications with MDNR regarding a permitting matter, however, are subject to Chapter 610, RSMo, and are considered part of the administrative record for the permit or permit denial.

g. No provision of this Consent Decree shall be construed to prevent Defendants from petitioning the Missouri Clean Water Commission for site-specific water quality criteria pursuant to 10 C.S.R. 20-7.031(4).

82. MSOP Reissuance or Application for Permit Modifications Not Related to Resolution of Permit Appeal Issues. The following shall apply until termination of the Consent Decree pursuant to Section XXVII (Termination) to any application made after the Lodging Date of this Consent Decree for reissuance of a CWA Facility MSOP and for modification of any CWA Facility MSOP, except that this Paragraph shall not apply to a Permit Appeal Issue in any permit reissuance or modification of a CWA Facility MSOP to implement resolution of a Permit Appeal Issue under this Consent Decree:

a. Defendants' application for renewal of each MSOP shall include the information identified in Paragraph 80 and be submitted as part of the complete permit application package at least one hundred and eighty (180) Days prior to expiration of the permit;

b. Defendants' application for a permit modification that seeks to change a site-specific or permit-specific limitation or condition shall include the information identified in Paragraph 80;

c. With regard to a request by Defendants for site-specific or permit-specific limitations or conditions within an application for renewal of a CWA Facility MSOP, MDNR shall provide Defendants the draft MSOP and fact sheet or draft permit denial and will thereafter process the permit renewal application in accordance with Sections 621.250, 640.013 and 644.051, RSMo; and

d. Defendants reserve their right under federal, State and local law to appeal or challenge any provision of any reissued MSOP or MSOP modification or denial of a permit modification request for any CWA Facility covered by this Paragraph, except that Defendants agree that for MSOPs reissued during the relevant period of this Consent Decree, Defendants shall not raise as an appeal issue any of the issues set forth in Table 2 of Appendix D (Resolution of Permit Appeal Issues for Clean Water Act Facility MSOPs), unless a change in circumstances at the CWA Facility or a change in the applicable law, regulations and/or guidance warrants such an appeal, in which case Defendants shall bear the burden to clearly and specifically demonstrate that such a change has occurred.

E. WET Sampling and Testing Procedures

83. Defendants may, at their option, and consistent with the provisions set forth in this Subsection E (WET Sampling and Testing Procedures), submit information in support of Permit

Appeal Issues where Defendants seek alternative WET sampling or testing procedures as identified in Appendix D (Resolution of Permit Appeal Issues for Clean Water Act Facility MSOPs), Table 4, as confirmed pursuant to Subsection C (Identification of Remaining Permit Appeal Issues).

84. If such alternative procedures are testing methodologies required pursuant to 40 C.F.R. Part 136, Defendants shall submit an application to the Director of MDNR pursuant to the requirements of 40 C.F.R. § 136.4, Application for Alternative Test Procedures for approval of an alternate test methodologies. An application under this provision will be evaluated and acted upon by the State and EPA according to the provisions of 40 C.F.R. §§ 136.4 and 136.5.

85. Any request for alternative WET sampling or testing procedures must be submitted by Defendants to MDNR together with all raw data for samples collected or measurements taken in preparation of the request for alternative WET sampling or testing procedures, including, at a minimum, all data for samples collected or measurements taken from January 1, 2006, to thirty days prior to the date of submittal of the request. The process for review of and action on a request by Defendants to MDNR under this Subsection D (Site-Specific and Permit-Specific Limitations) is as follows:

a. Upon receipt of an application for alternative WET sampling or testing procedures submitted by Defendants under this Subsection, MDNR shall, in consultation with EPA, evaluate the request and information contained therein for completeness and also to determine whether the issue raised in Defendants' request may be resolved by

MDNR or must be forwarded to EPA for action pursuant to the requirements of the CWA and its implementing regulations.

b. If MDNR and/or EPA determine the information is not complete, Defendants shall be notified in writing by the appropriate agency of the information missing from the application. Defendants shall have forty-five (45) Days from receipt of the written notice of incompleteness to submit the additional information.

c. The appropriate agency shall complete its review of the application and provide to Defendants a written determination that such request for alternative WET sampling or testing procedures is granted, is granted in part and denied in part, or is denied.

86. Defendants may include in an application for a site-specific or permit-specific limitation or condition under Subsection D, above, information supporting the use of any alternative WET sampling or testing procedures approved pursuant to this Subsection E.

87. Denial of Defendants' application for alternative WET sampling or testing procedures by EPA pursuant to 40 C.F.R. Part 136 and/or under this Subsection E shall not be subject to further review or dispute under this Consent Decree, including but not limited to, review by a Special Master pursuant to the provisions of Subsection F, below, or Dispute Resolution pursuant to Section XIX.

F. Special Master and Consultant to the Special Master Appointment and Decision-Making Process

88. Within sixty (60) Days after the Lodging Date of this Consent Decree, the MDNR and Defendants each shall submit to the other three candidates for appointment as Special

Master. Each party shall include with its submittal of the list of candidates a signed statement verifying that the party submitting the list of candidates has performed a due diligence investigation to assess actual and potential conflicts, biases, and personal affiliations as well as past, present, and potential future business affiliations between that party and each candidate or against the other party, and that no such actual or potential conflicts are known or such conflicts are clearly articulated. The submittal shall include the curriculum vitae of each candidate and a clear articulation for each such candidate explaining the appropriate training, experience, and expertise to conduct the proceedings to resolve the Permit Appeal Issues and that each such candidate will be available for the duration of the proceedings.

a. MDNR and Defendants each shall select from the other party's list of candidates the one candidate that the selecting party will agree should be appointed Special Master. The selection must be made within thirty (30) Days after the candidates are submitted for consideration. If one party does not make its selection within such thirty (30) Day period, the other party may select its own candidate and a candidate from the other party's list.

b. MDNR and Defendants shall make every effort to come to consensus on a single candidate to serve as the Special Master within ninety (90) Days after the Lodging Date of this Consent Decree. If MDNR and Defendants are unable to agree upon selection of a Special Master within that ninety (90) Day period, MDNR and Defendants shall submit a joint list of the remaining candidates (without indication of the nominating party) to the

Judge appointed to this case who will be asked to select the Special Master from the joint list as expeditiously as possible.

c. The Special Master shall be engaged under the form of engagement letter issued jointly by MDNR and Defendants consistent with the applicable terms of this Consent Decree.

89. Appointment of a Consultant to the Special Master. Within sixty (60) Days after the Lodging Date of this Consent Decree, the MDNR and Defendants each shall submit to the other three candidates for Consultant to the Special Master. The Consultant shall be qualified in the science and regulations regarding the development of wastewater and stormwater discharge permits and implementation of water quality standards pursuant to federal and state regulations. Each party shall include with its submittal of the list of candidates a signed statement verifying that the party submitting the list of candidates has performed a due diligence investigation to assess actual and potential conflicts, biases, and personal affiliations as well as past, present, and potential future business affiliations between that party and each candidate or against the other party, and that no such actual or potential conflicts are known or such conflicts are clearly articulated. The submittal shall include the curriculum vitae of each candidate and a clear articulation for each such candidate explaining the appropriate training, experience, and expertise regarding the matters raised by the Permit Appeal Issues and that each such candidate will be available for the duration of the proceedings.

a. MDNR and Defendants each shall select from the other party's list of candidates the one candidate that the selecting party will agree should be appointed

Consultant to the Special Master. The selection must be made within thirty (30) Days after the candidates are submitted for consideration. If one party does not make its selection within thirty (30) Days, the other party may select its own candidate and a candidate from the other party's list. The two selected candidates shall be jointly presented to the Special Master by the MDNR and the Defendants without identification as to the nominating party.

b. The Special Master shall select the Consultant from the two Consultant candidates identified as above.

90. Decisions regarding Permit Appeals Issues shall be made by the Special Master in consultation with the Consultant, except that procedural and legal decisions are vested in the Special Master alone.

G. Procedure for Permit Appeal Issues Before the Special Master

91. The Special Master shall apply the procedures in 1 CSR Division 15, Chapter 3, Procedures for Contested Cases, to hear the Permit Appeal Issues that are referred by the Defendants or MDNR for resolution following the period of good faith negotiation. The burden of proof in the hearing before the Special Master shall be shared equally by the MDNR and Defendants.

92. Defendants agree to pay all fees and expenses for the Special Master and the Consultant to the Special Master associated with resolution of Permit Appeal Issues under this Consent Decree.

93. Upon receipt of a written request by Defendants to initiate the Special Master review process for a Permit Appeal Issue, the Special Master shall issue scheduling orders and other orders, as appropriate, directed to expeditiously decide Permit Appeal Issues.

94. The MDNR and Defendants agree that the Special Master may, at any time during the period of review by the Special Master, require the parties to engage in good faith negotiation of any Permit Appeal Issue for no longer than sixty (60) Days and report to the Special Master regarding the outcome of such negotiations.

95. Ex parte contact with the Consultant to the Special Master is strictly forbidden. If the MDNR or Defendants wish to have discussion with the Consultant to the Special Master, a request for the same may be made of the Special Master. The Special Master in his or her discretion may allow such discussion provided that both the MDNR and Defendants are present for the discussion. The Special Master shall set forth the time and purpose for such discussion at times convenient for each party.

96. The MDNR and Defendants agree that nothing in this Consent Decree or in 1 CSR Division 15, Chapter 3 shall be argued to prevent the Special Master from requesting additional information from the MDNR or Defendants or from requesting MDNR and Defendants to engage in settlement negotiations at any time.

97. Within one hundred twenty (120) Days of concluding proceedings before the Special Master regarding Permit Appeal Issues pertaining to a particular CWA Facility, the Special Master shall provide a recommendation to the Administrative Hearing Commission, which will forward the recommendation along with its files to the Clean Water Commission on

all Permit Appeal Issues for that CWA Facility. The recommendations of the Special Master as to each Permit Appeal Issue, may include, but are not limited to interim effluent limitations, final effluent limitations, interim permit conditions, final permit conditions, requirements for development of additional data and information, and other terms and conditions as determined by the Special Master. Excluded from review by the Special Master are matters related to schedules and deadlines for compliance with the terms and limitations of CWA Facility MSOPs, which shall be exclusively addressed under the provisions set forth in Subsection I (Schedule for Compliance With Missouri State Operating Permits), below.

98. The State and Defendants agree that each party may make good faith arguments supported by evidence before the Special Master regarding matters before the Special Master, including injunctive measures necessary to achieve compliance with MSOPs and the time necessary to implement them. The MDNR and Defendants agree that the recommended decisions of the Special Master shall not be contested by either party in proceedings before the Missouri Clean Water Commission and shall have the same force and effect that a recommended decision from the Administrative Hearing Commission would have pursuant to RSMo 621.250 and will form the basis for the decision of the Clean Water Commission pursuant to 10 CSR 20-1.020.

H. Procedures for Finality of Permit Appeal Resolution

99. The decision of the Missouri Clean Water Commission shall have the force and effect as provided by 10 CSR 20- 1.020, however, Defendants agree pursuant to this Consent Decree to not appeal a decision of the Missouri Clean Water Commission regarding any Permit

Appeal Issue pursuant to RSMo 644.051.7, which does not significantly and materially deviate from the recommendations of the Special Master.

100. Defendants further agree pursuant to this Consent Decree to not appeal a final MSOP issued by MDNR after notice and public comment, which does not significantly and materially deviate from the draft permit placed on public notice addressing Permit Appeal Issues resolved and stipulated to by MDNR and Defendants or incorporating the recommendation of the Special Master.

101. With regard to any final permit decisions, including decisions of the Clean Water Commission, the EPA shall have oversight authority as provided by 40 C.F.R. § 123.44. No provision of this Consent Decree affects the rights or responsibilities of Defendants in any proceedings pursuant to 40 C.F.R. § 123.44.

I. Schedule for Compliance With Missouri State Operating Permits

102. Except to the extent that alternative limits are specifically provided in this Subsection and as established in Appendix B (MSOP Alternative Effluent Limitations and Compliance Deadlines), or are established pursuant to any revision of such limits pursuant to this Consent Decree, Defendants shall comply with all terms, conditions and interim and final limitations for each CWA Facility as set forth in the MSOP for such facility. Commencing from the Lodging Date of this Consent Decree and continuing until deadlines established for compliance with final limits in Appendix B (MSOP Alternative Effluent Limitations and Compliance Deadlines), or deadlines revised pursuant to the terms of this Consent Decree for each CWA Facility, Defendants shall comply with the respective alternative limits established for

each CWA Facility in Appendix B (MSOP Alternative Effluent Limitations and Compliance Deadlines), or any revision of such limit pursuant to this Consent Decree. For each pollutant for which an alternative limit is established in Appendix B (MSOP Alternative Effluent Limitations and Compliance Deadlines), or for which any revisions of such limits are made pursuant to this Consent Decree, Defendants shall comply with the measurement frequency and sample type as specified for that pollutant at that respective CWA Facility in Appendix B (MSOP Alternative Effluent Limitations and Compliance Deadlines). Defendants shall submit the results of each sample on the Discharge Monitoring Report ("DMR") submitted for each CWA Facility in accordance with its respective MSOP.

103. Total Recoverable Cadmium. Defendants may, no later than one hundred eighty (180) Days prior to the end of the applicable CWA Facility MSOP interim effluent limitation period, request that Plaintiffs authorize an alternative limit for the discharge of total recoverable cadmium for one or more of the CWA Facility MSOP outfalls identified in Subparagraph 103.a, below, as follows:

a. This provision is limited to the following outfalls at the specified CWA Facilities: Outfall 001 at Brushy Creek Mine/Mill Facility; Outfall 002 at Buick Mine/Mill Facility; Outfall 002 at Sweetwater Mine/Mill Facility; Outfall 004 at Viburnum Mine/Mill Facility; Outfalls 001 and 003 at Viburnum Mine #35 (Casteel) Facility; and Outfall 001 at West Fork Unit Facility;

b. Defendants must, for a minimum of twelve (12) Months, sample, analyze, and report on the appropriate CWA Facility MSOP monthly DMRs total dissolved

cadmium using an approved 40 C.F.R. Part 136 method with an analytical detection limit sensitive enough to determine compliance with the final effluent limitations in the MSOPs for each respective outfall;

c. Any proposed alternative limit shall: (i) be supported by all data and calculations used to derive the requested Monthly Average and Daily Maximum Limitations, which shall be included with the request; (ii) extend no longer than the permit compliance deadlines identified for other pollutant parameters at the same outfall in Appendix B (MSOP Alternative Effluent Limitations and Compliance Deadlines); (iii) not exceed a Daily Maximum Limitation that is 2.13 times the average sampling data collected for that outfall in accordance with Subparagraph 103.b, above; and (iv) not exceed a Monthly Average Limitation that is 1.38 times the average sampling data collected for that outfall in accordance with Subparagraph 103.b, above; and

d. Plaintiffs will, in their sole unreviewable discretion, determine whether to grant Defendants' request for each outfall and, if granted, will amend the appropriate table in Appendix B (MSOP Alternative Effluent Limitations and Compliance Deadlines) with the approved alternative limit for total recoverable cadmium. Any revision made to Appendix B (MSOP Alternative Effluent Limitations and Compliance Deadlines) in accordance with this Paragraph 103 shall be a non-material modification to the Consent Decree agreed to in writing by the Parties.

104. Upon expiration of the deadlines for alternative limits set forth in Appendix B (MSOP Alternative Effluent Limitations and Compliance Deadlines), or alternative limits revised

pursuant to the terms of this Consent Decree, or at such time that any MSOP is modified or reissued with limits different from an interim limit, whichever is later, Defendants must comply with all terms, conditions and limitations set forth in the MSOP as issued or modified pursuant to the terms of this Consent Decree by negotiation, decision of the Special Master, or the Clean Water Commission. However, Defendants may, no later than ninety (90) Days prior to the expiration date of an alternative limit, request from EPA and the State an extension of the alternative limit or limits for a CWA Facility set forth in Appendix B (MSOP Alternative Effluent Limitations and Compliance Deadlines) if Defendants demonstrate that they have:

a. Complied with all relevant requirements in Section VI, Subsection B (Compliance Measures for all CWA Facilities) of this Consent Decree;

b. Submitted necessary information required by this Consent Decree and by the reporting requirements of all MSOPs for the CWA Facilities;

c. Submitted timely and complete applications to MDNR, pursuant to Section VII, Subsection B (Resolution of Pending MSOP Appeals) above, for issuance of or modification, as applicable, of each MSOP for which they intend to seek such modification;

d. Completed all necessary analysis and planning, including development of complete plans and specifications and a schedule for compliance to implement all necessary work to achieve compliance with the final MSOP terms, conditions, and limitations for each CWA Facility for which Defendants seek an extension; and

e. Included with the request for extension a description of: (i) the steps Defendants have taken to comply with each final MSOP, including final MSOP conditions established pursuant to this Consent Decree, for which an extension of interim limits is requested, (ii) the additional work to be performed to meet the final MSOP limitations, and (iii) the amount of time needed for the extension of the interim limits.

105. The determination by EPA and the State regarding whether or not to grant Defendants' request, pursuant to Paragraph 104 above, to extend the interim limits shall not be subject to the provisions of Section XIX (Dispute Resolution).

VIII. COMPLIANCE REQUIREMENTS: RCRA

A. Buick Mine/Mill Facility

106. SPCC Plan. Within sixty (60) Days of the Effective Date of the Consent Decree, Doe Run shall submit to EPA and MDNR for review an updated and certified Spill Prevention Control and Countermeasures ("SPCC") Plan for the Buick Mine/Mill Facility that complies with all applicable federal requirements.

107. Hazardous Waste Training Materials. Within fifteen (15) Days of the Effective Date of the Consent Decree, Doe Run shall submit to EPA and MDNR RCRA generator training materials for employees at the Buick Mine/Mill Facility that comply with all applicable federal and state requirements.

108. Hazardous Waste Training. Within fifteen (15) Days of the Effective Date of the Consent Decree, Doe Run shall commence implementation of a RCRA generator training program that complies with all applicable federal and state requirements for all personnel

responsible for RCRA regulated waste materials at the Buick Mine/Mill Facility, and is consistent with the training materials submitted pursuant to Paragraph 107.

109. Hazardous Waste Determination SOPs. Pursuant to RCRA and the Missouri Hazardous Waste Management Law and their implementing regulations, Doe Run is responsible, as the generator, for determining whether the waste streams it generates constitute hazardous waste. Within forty-five (45) Days of the Lodging Date of the Consent Decree, Doe Run shall submit to EPA and MDNR SOPs for making and documenting hazardous waste determinations pursuant to 40 C.F.R. § 262.11 and managing hazardous waste in accordance with 40 C.F.R. § 262.34, both incorporated by reference in 10 CSR 25-7.262(1) for waste generated at the Buick Mine/Mill Facility.

110. Hazardous Waste Determinations. Within sixty (60) Days of the Effective Date of the Consent Decree, Doe Run shall submit to EPA and MDNR a report describing all hazardous waste streams generated at the Buick Mine/Mill Facility and the storage, handling, and disposal practices for each hazardous waste stream.

111. General Housekeeping. Within sixty (60) days of the Effective Date of the Consent Decree, Doe Run shall submit to EPA and MDNR for review and comment general housekeeping practices for the surface operations at the Buick Mine/Mill Facility to reduce track out of Lead-Bearing Materials and hazardous wastes outside of the Doe Run property boundary. Unless EPA and/or MDNR provide comments within thirty (30) Days, Doe Run shall commence implementation of those procedures within one hundred and twenty (120) Days of the Effective Date of the Consent Decree. If EPA and/or MDNR provide comments that require revision of

the procedures then Doe Run shall, subject to the provisions of Section XIX (Dispute Resolution) of this Decree, revise the procedures accordingly and commence implementation thereof within ninety (90) Days of the receipt of EPA's and/or MDNR's comments. For purposes of this Paragraph 111, the Buick Mine/Mill Facility shall not include the tailings piles or tailings impoundment areas.

112. Buick Used Oil Storage Tank Work Plan. Within thirty (30) Days of the Effective Date of the Consent Decree, Doe Run shall provide a work plan ("Buick Used Oil Storage Tank Work Plan") to the EPA and MDNR for approval pursuant to Section XII (Compliance Requirements: Approval of Deliverables). The Buick Used Oil Storage Tank Work Plan shall include provisions for the removal and proper disposal of the partially underground containment structure, and any material contained therein, that is used for the temporary storage of used oil collected and stored adjacent to the surface maintenance shop at the Buick Mine/Mill Facility in accordance with all applicable federal and state laws. The Buick Used Oil Storage Tank Work Plan shall also include provisions to investigate any used oil impacts in soil and gravel around the containment structure and around the used oil temporary storage area located adjacent to the surface maintenance shop at the Buick Mine/Mill Facility, and provide for the removal and proper disposal of all gravel and soil that has been contaminated by used oil releases in accordance with all applicable federal and state laws.

113. The Buick Used Oil Storage Tank Work Plan shall include a Field Sampling Plan, QAPP, and Health and Safety Plan ("HASP") to assess on-site contamination.

a. The QAPP must conform to "EPA Requirements for Quality Assurance Project Plans for Environmental Data Operations" (EPA QA/R5. EPA/240/B-01/003 (March, 2001)) and "Guidance for Quality Assurance Plans" (EPA QA/G5. EPA/240/R-02/009 (December, 2002)). Doe Run shall use laboratories that participate in a QA/QC program compliant with these requirements and guidance. Doe Run shall notify EPA and MDNR of the laboratories chosen by Doe Run. Upon Plaintiffs' request, Doe Run shall have the laboratories analyze samples provided by Plaintiffs to demonstrate laboratory QA/QC and performance. If the audit reveals deficiencies in a laboratory's performance or QA/QC, Plaintiffs may require re-sampling and additional analysis and Doe Run shall submit and begin implementation of a plan to address the deficiencies within ninety (90) Days of receipt of the results of the audit.

b. The Field Sampling Plan and QAPP shall describe the sampling procedures that will be used, the proposed sampling locations, and shall ensure that samples collected are analyzed using EPA and MDNR-approved protocols. In addition, the QAPP shall describe the number of samples and type of samples to be collected, the method(s) of collection and analyses, and the criteria for determining sampling locations.

c. The Buick Used Oil Storage Tank Work Plan shall include a schedule for completion of activities. Within thirty (30) Days of approval of the Buick Used Oil Storage Tank Work Plan, Doe Run shall begin implementation of the activities in the Buick Used Oil Storage Tank Work Plan in accordance with the approved schedule.

Upon request by EPA or MDNR, Doe Run shall allow EPA, MDNR or their authorized representatives to take split and/or duplicate samples of any samples collected by Doe Run while performing work under this Section. Doe Run shall notify EPA and MDNR not less than thirty (30) Days in advance of any sample collection activity. In addition, EPA or MDNR shall have the right to take any additional samples that they deem necessary.

114. Within sixty (60) Days of the Effective Date, unless a later deadline is specified in Paragraphs 106 through 113 herein, Doe Run shall correct the RCRA areas of noncompliance Nos. 1 through 6 and 8, and provide information in response to the RCRA areas of concern A through H, that were identified in the inspection report compiled by EPA following RCRA inspections conducted in February 2006 at the Buick Mine/Mine. The Parties agree that the obligations in Paragraphs 112 and 113 (Buick Used Oil Storage Tank Work Plan) will address the RCRA area of noncompliance referenced as No. 7 in the inspection report. The Parties also agree that the obligations in Paragraphs 107 through 111 will address the RCRA areas of noncompliance referenced as Nos. 1 and 2 in the inspection report. After completion of the actions required by Paragraphs 106 through 113, as part of the next semi-annual status report required pursuant to Paragraph 176, Doe Run shall submit a Compliance Report to EPA and MDNR for review and approval pursuant to Section XII (Compliance Requirements: Approval of Deliverables) that demonstrates compliance with this Paragraph.

115. The Compliance Report shall include the following:

a. A description of the actions that have been taken to comply with the RCRA areas of noncompliance Nos. 1 through 6 and 8, and information provided in response to the RCRA areas of concern A through H as identified in the inspection report compiled by EPA following RCRA inspections conducted in February 2006;

b. Copies of all results of any chemical or physical analyses conducted pursuant to Paragraph 110 or actions taken to comply with RCRA areas of noncompliance Nos. 1 through 6 and 8, and, if applicable, in connection with information provided in response to RCRA areas of concern A through H as identified in the inspection report compiled by EPA following RCRA inspections conducted in February 2006, including any waste profiles, the results of any field screening or other analyses, and analyses of any samples; and

c. Copies of all hazardous waste manifests, certificates of disposal or other appropriate disposal shipping papers (i.e., Land Disposal Restriction Notifications) from the previous twelve (12) Months that describe the origin and destination, dates, amount, and description of any hazardous or universal waste, Lead-Bearing Materials, or used oil being transported off-site.

116. The Compliance Report shall be certified by a responsible corporate official as provided in Section XVI (Reporting Requirements) of this Consent Decree.

B. Buick Resource Recycling Facility

117. Defendants shall comply with all applicable requirements of RCRA and the Missouri Hazardous Waste Management Law and their implementing regulations and Missouri Hazardous Waste Management Facility Permit Number MOD059200089 with respect to the Buick Resource Recycling Facility.

118. Within sixty (60) Days of the Effective Date of this Consent Decree, Defendants shall correct all violations identified (1) in the Notice of Violation provided as Attachment 6 to the inspection report following a RCRA inspection conducted in March 2009; (2) in the Notice of Violation attached to the inspection report following the RCRA inspection conducted in September 2009; (3) as Unsatisfactory Features in February 2, 2010 correspondence following a RCRA inspection conducted in November 2009; and (4) in the Notice of Violation attached to the inspection report following a RCRA inspection conducted in December 2009 and that relate to the following hazardous waste laws and regulations and Permit Conditions and Compliance Provisions of Permit Number MOD059200089 at the Buick Resource Recycling Facility:

a. Condition III.C.8.a (40 CFR § 264.1101);

b. Condition III.C.6.a (40 CFR § 264.1101);

c. Condition I.G.1 (40 CFR § 264.175);

d. Condition III.C.1 (40 CFR § 264.1101);

e. Schedule of Compliance Provision I.F and Special Permit Condition III.C.9;

f. Condition III.C.8.c (40 CFR § 264.1101);

g. Condition VI.C.10 (10 CSR 25-7.264(2)(N));

h. Condition III.C.12 (40 CFR § 264.1101);

i. Condition VI.A. (40 CFR Part 268, Land Disposal Restrictions);

j. Condition III.B.3 and III.C.5;

k. 260.390.1(1) RSMo – Storage of hazardous waste;

l. 10 CSR 25-5.262(1) incorporating by reference 40 CFR § 262.11 – Hazardous waste determinations; and

m. Requirement to construct and operate the facility in accordance with section F.3.5 (Leak Detection Liquid Collection and Removal System) of the final permit application.

119. As part of the next semi-annual status report required pursuant to Paragraph 176, Doe Run shall submit a Compliance Report to EPA and MDNR for review and approval pursuant to Section XII (Compliance Requirements: Approval of Deliverables) that demonstrates compliance with the preceding Paragraph 118. The Compliance Report shall include the following:

a. A description of the actions that have been taken to comply with each of the Permit Conditions and Compliance Provisions referenced in Paragraph 118 and that were identified as violations or unsatisfactory features as referenced in Paragraph 118;

b. Copies of all results of any chemical or physical analyses conducted pursuant to actions to comply with Paragraph 118, including any waste profiles, the results of any field screening or other analyses conducted on-site or off-site, and analyses of any samples; and

c. Copies of all hazardous waste manifests, certificates of disposal or other appropriate disposal shipping papers (i.e., Land Disposal Restriction Notifications) from the previous twelve (12) Months that describe the origin and destination, dates, amount, and description of any hazardous or universal wastes, Lead-Bearing Materials, or used oil being transported off-site.

120. The Compliance Report shall be certified by a responsible corporate official as provided in Section XVI (Reporting Requirements) of this Consent Decree.

C. Herculaneum Lead Smelter Facility

121. SPCC Plan and Contingency Plan. Within sixty (60) Days of the Effective Date of the Consent Decree, Doe Run shall submit to EPA and MDNR for review an updated and certified SPCC Plan and Contingency Plan for the Herculaneum Lead Smelter Facility that complies with all applicable requirements.

122. Training Plan. Within fifteen (15) Days of the Effective Date of the Consent Decree, Doe Run shall submit to EPA and MDNR for review and begin implementation of a revised training plan that complies with all applicable requirements of 40 C.F.R. § 265.16 and 10 CSR 25-5.265(1).

123. Housekeeping. Within sixty days (60) Days of the Effective Date of the Consent Decree, Doe Run shall submit to EPA and MDNR for review and comment revised general housekeeping practices for the Herculaneum Lead Smelter Facility to reduce track out of Lead-Bearing Materials and hazardous wastes from the Herculaneum Lead Smelter Facility property boundary. Unless EPA and/or MDNR provide comments within thirty (30) Days of submission,

Doe Run shall commence implementation of those procedures within one hundred twenty (120) Days of the Effective Date of the Consent Decree. If EPA and/or MDNR provide comments that require revision of the procedures then Doe Run shall, subject to the provisions of Section XIX (Dispute Resolution) of this Decree, revise the procedures accordingly and commence implementation thereof within ninety (90) Days of the receipt of EPA's and/or MDNR's comments.

124. Within sixty (60) Days of the Effective Date of this Consent Decree, Doe Run shall correct all violations identified in the Notice of Violation provided as Attachment 8 to the RCRA inspection report compiled by EPA and MDNR following RCRA inspections conducted at the Herculaneum Lead Smelter Facility in June 2005. As part of the next semi-annual status report required pursuant to Paragraph 176, Doe Run shall submit a Compliance Report to EPA and MDNR for review and approval pursuant to Section XII (Compliance Requirements: Approval of Deliverables) that demonstrates compliance with this Paragraph.

125. The Compliance Report shall include:

a. A description of the actions that have been taken to comply with each of the violations that were identified in the Notice of Violation provided as Attachment 8 to the RCRA inspection report compiled by EPA and MDNR following RCRA inspections conducted at the Herculaneum Lead Smelter Facility in June of 2005;

b. Copies of all results of chemical or physical analyses conducted pursuant to Paragraph 124, including any waste profiles, the results of any field screening or other analyses, and analyses of any samples;

c. Copies of all hazardous waste manifests, certificates of disposal or other appropriate disposal shipping papers (i.e., Land Disposal Restriction Notifications) from the previous twelve (12) Months that describe the origin and destination, dates, amount, and description of any hazardous or universal waste, Lead-Bearing Materials, or used oil being transported off-site; and

d. A description of the actions taken to remediate the sulfuric acid release and used oil release observed and documented in the RCRA inspections conducted in June 2005.

126. The Compliance Report shall be certified by a responsible corporate official as provided in Section XVI (Reporting Requirements) of this Consent Decree.

IX. SITE REMEDIATION – HERCULANEUM

127. Remediating Site Contamination. For purposes of this Section IX (Site Remediation – Herculaneum) of the Consent Decree, "Herculaneum Lead Smelter Facility" and "Remedial Action" shall have the definitions provided in Appendix E (Financial Assurance for Herculaneum Lead Smelter Facility). Doe Run has agreed to cease the smelting of lead concentrates at the Herculaneum Lead Smelter Facility and allow redevelopment of the property. An ongoing re-purposing study may assist Doe Run in determining the future use of the Herculaneum Lead Smelter Facility. Doe Run may continue to use a portion of the property for lead refining, casting, and alloying purposes. The actions to address the contamination at the Herculaneum Lead Smelter Facility, will be affected by the determination of the future use of the property. In accordance with this Paragraph and Appendix E (Financial Assurance for

Herculaneum Lead Smelter Facility) of this Consent Decree, Doe Run agrees to implement and complete a Remedial Action, similar to RCRA corrective action, to address all site contamination at the Herculaneum Lead Smelter Facility, including any slag located at the north end of the Herculaneum facility, prior to the redevelopment or reuse of any of the property at the facility. The remediation process will be implemented and completed after cessation of the smelting operations pursuant to Paragraph 14 and prior to the redevelopment or reuse of the property at Herculaneum Lead Smelter Facility. For purposes of this Consent Decree, the south slag storage area is not part of the Herculaneum Lead Smelter Facility, as defined in Appendix E (Financial Assurance for Herculaneum Lead Smelter Facility) and is being addressed under Administrative Order on Consent, Docket No. RCRA-7-2000-0018/CERCLA-7-2000-0029.

128. Doe Run agrees to remediate all site contamination at the Herculaneum Lead Smelter Facility to health-based cleanup levels appropriate for the future use of the property. To initiate the Remedial Action Doe Run shall develop a work plan for approval by EPA and the State by January 1, 2013, unless this deadline is extended by EPA, to investigate all sources of site contamination. This work plan shall address the identification of all sources of site contamination; provide recommendations for the appropriate Remedial Action to address site contamination, similar to a RCRA Facility Investigation and Corrective Measures Study ("RFI/CMS"); and provide a schedule for completion of the investigation work and study, and completion of the RFI/CMS-type documents, which completion shall be no later than December 31, 2013, unless this deadline is extended pursuant to the terms of this Consent Decree. After submittal of the RFI/CMS-type documents in accordance with the EPA-approved

work plan and schedules therein, EPA, after consultation with the State, will develop a Remedial Action proposal to address site contamination. After public comment, EPA, after consultation with the State, will complete a decision document describing the selected Remedial Action. Doe Run shall develop a work plan to implement the final Remedial Action at the Herculaneum Lead Smelter Facility. EPA and the State will coordinate with Doe Run to develop an appropriate schedule for completion of these activities. The development of documents for planning, scheduling and implementing the Remedial Action at the Herculaneum Lead Smelter Facility shall be non-material modifications to the Consent Decree agreed to in writing by the Parties.

129. Following the cessation of operations required by Paragraph 14 of this Consent Decree, Doe Run shall not transport lead concentrate to the Herculaneum Lead Smelter Facility unless and until the Remedial Action required by this Section and Appendix E (Financial Assurance for Herculaneum Lead Smelter Facility) of this Consent Decree is deemed complete by EPA and the State. This restrictive timeframe does not include post-remedial care and maintenance that may be required after the Remedial Action is completed at the Herculaneum Lead Smelter Facility.

X. FINANCIAL ASSURANCES

130. Herculaneum. For purposes of this Section X (Financial Assurances) of the Consent Decree, "Herculaneum Lead Smelter Facility" shall have the definition as provided in Appendix E (Financial Assurance for Herculaneum Lead Smelter Facility). Doe Run shall secure and maintain Financial Assurance for the benefit of the Plaintiffs pursuant to the requirements of Appendix E (Financial Assurance for Herculaneum Lead Smelter Facility) and Appendix F

(Trust Agreement for Herculaneum Lead Smelter Facility) of this Consent Decree, in order to ensure coverage for the remediation of the Herculaneum Lead Smelter Facility, including any slag located at the north end of the facility. Doe Run's inability to secure and/or maintain adequate Financial Assurance shall in no way excuse performance of the remediation of the Herculaneum Lead Smelter Facility as set forth in Section IX (Site Remediation – Herculaneum) or any other requirement of this Consent Decree.

131. In addition to the Financial Assurance information included in the reports provided in Section XVI (Reporting Requirements) of this Consent Decree, within thirty (30) Days of any request by EPA or the State, Doe Run shall provide requested information or reports regarding the financial status of Doe Run, the trust provided by Doe Run to meet its obligation for Financial Assurance pursuant to Appendix E (Financial Assurance for Herculaneum Lead Smelter Facility) and Appendix F (Trust Agreement for Herculaneum Lead Smelter Facility) of this Consent Decree, and the financial institution providing the trust to secure Doe Run's obligation.

132. Work Takeover Provisions for Herculaneum.

a. In the event that EPA or the State determines that Doe Run (i) has ceased implementation of any portion of the Remedial Action (as defined in Appendix E), (ii) is significantly or repeatedly deficient or late in its performance of the Remedial Action (as defined in Appendix E), or (iii) is implementing the Remedial Action (as defined in Appendix E) in a manner that may cause an endangerment to human health or the environment, EPA, after consultation with the State may issue a written notice

("Performance Failure Notice") to both Doe Run and the Financial Assurance provider of Doe Run's failure to perform. The Performance Failure Notice will specify the grounds upon which such a notice was issued and will provide Doe Run with a period of thirty (30) Days within which to remedy the circumstances giving rise to the issuance of such notice.

b. Failure by Doe Run to remedy the relevant Performance Failure to EPA's and the State's satisfaction before the expiration of the thirty (30)-day notice period specified in Paragraph 132.a shall trigger EPA's and the State's right to have immediate access to and benefit of the Financial Assurance provided by the trust fund. EPA may, after consultation with the State, at any time thereafter direct the Financial Assurance provider to immediately arrange for payment to other parties for performance of the Remedial Action (as defined in Appendix E).

c. If EPA or the State has determined that any of the circumstances described in clauses (i), (ii), or (iii) of Paragraph 132.a have occurred, and if EPA and the State are nevertheless unable after reasonable efforts to secure the payment of funds or performance of the Remedial Action (as defined in Appendix E) from the Financial Assurance provider pursuant to this Consent Decree, then, upon receiving written notice from EPA, after consultation with the State, Doe Run shall within ten (10) Days thereafter, deposit into a newly created trust fund approved by EPA, after consultation with the State, immediately available funds and, without setoff, counterclaim, or condition of any kind, a cash amount equal to the estimated cost of the remaining

Remedial Action (as defined in Appendix E) as of such date, as determined by EPA, after consultation with the State.

d. Doe Run may invoke the procedures set forth in Section XIX (Dispute Resolution), to dispute EPA's and the State's determination that any of the circumstances described in clauses (i), (ii), or (iii) of Paragraph 132.a have occurred. Invoking the dispute resolution provisions shall not excuse, toll or suspend the obligation of the Financial Assurance provider, under Paragraph 132.b of this Section, to fund the trust fund or perform the Remedial Action (as defined in Appendix E). Furthermore, notwithstanding Doe Run's invocation of such dispute resolution procedures, and during the pendency of any such dispute, EPA, after consultation with the State, may in its sole discretion direct the trustee of such trust fund to make payments from the trust fund to any person that has performed the Remedial Action (as defined in Appendix E) until the earlier of (i) the date that Doe Run remedies, to EPA's and the State's satisfaction, the circumstances giving rise to the issuance of the relevant Performance Failure Notice or (ii) the date that a final decision is rendered in accordance with Section XIX (Dispute Resolution), that Doe Run has not failed to perform the Remedial Action (as defined in Appendix E) in accordance with this Consent Decree.

133. Mine/Mills. Doe Run shall secure and maintain Financial Assurance for the benefit of the EPA and the State pursuant to the requirements of Appendix G (Financial Assurance for Mine/Mill Facilities) and Appendix L (Trust Agreement for Mine/Mill Facilities) of this Consent Decree, in order to ensure coverage for Remedial Actions (as defined in

Appendix G) for the Sweetwater Mine/Mill, Brushy Creek Mine/Mill, Buick Mine/Mill, Fletcher Mine/Mill, Viburnum Mine/Mill (Mine #28 and 29), and the West Fork Mine. Doe Run's inability to secure and/or maintain adequate Financial Assurance shall in no way excuse performance of Remedial Actions (as defined in Appendix G) required at the Mine/Mills by applicable federal, state, or local law or any other requirement of this Consent Decree.

134. In addition to the financial assurance information included in the reports provided in Section XVI (Reporting Requirements) of this Consent Decree, within thirty (30) Days of any request by EPA or the State, Doe Run shall provide requested information or reports regarding the financial status of Doe Run, the trust provided by Doe Run to meet its obligation for Financial Assurance pursuant to Appendix G (Financial Assurance – Mine/Mill Facilities) and Appendix L (Trust Agreement for Mine/Mill Facilities) of this Consent Decree, and the financial institution providing the trust to secure Doe Run's obligation.

135. Work Takeover Provisions for Mine/Mills.

a. In the event that EPA or the State determines that Doe Run (i) has ceased implementation of any portion of the Remedial Actions (as defined in Appendix G), (ii) is significantly or repeatedly deficient or late in its performance of the Remedial Actions (as defined in Appendix G), or (iii) is implementing the Remedial Actions (as defined in Appendix G) in a manner that may cause an endangerment to human health or the environment, EPA, after consultation with the State may issue a written notice ("Performance Failure Notice") to both Doe Run and the Financial Assurance provider of Doe Run's failure to perform. The Performance Failure Notice will specify the grounds

upon which such a notice was issued and will provide Doe Run with a period of thirty (30) Days within which to remedy the circumstances giving rise to the issuance of such notice.

b. Failure by Doe Run to remedy the relevant Performance Failure to EPA's and the State's satisfaction before the expiration of the thirty (30)-day notice period specified in Paragraph 135.a shall trigger EPA's and the State's right to have immediate access to and benefit of the Financial Assurance provided by the trust fund(s) established for the specific Mine/Mill Facilities (as defined in Appendix G) at issue in the Performance Failure Notice. EPA may, after consultation with the State, at any time thereafter direct the Financial Assurance provider to immediately arrange for payment to other parties for performance of the Remedial Actions (as defined in Appendix G).

c. If EPA or the State has determined that any of the circumstances described in clauses (i), (ii), or (iii) of Paragraph 135.a have occurred, and if EPA and the State are nevertheless unable after reasonable efforts to secure the payment of funds or performance of the Remedial Actions (as defined in Appendix G) from the Financial Assurance provider pursuant to this Consent Decree, then, upon receiving written notice from EPA, after consultation with the State, Doe Run shall within ten (10) Days thereafter, deposit into a newly created trust fund approved by EPA, after consultation with the State, immediately available funds and, without setoff, counterclaim, or condition of any kind, a cash amount equal to the estimated cost of the remaining Remedial Actions (as defined in Appendix G) as of such date for the specific Mine/Mill

Facilities (as defined in Appendix G) at issue in the Performance Failure Notice, as determined by EPA, after consultation with the State.

d. Doe Run may invoke the procedures set forth in Section XIX (Dispute Resolution) to dispute EPA's and the State's determination that any of the circumstances described in clauses (i), (ii), or (iii) of Paragraph 135.a have occurred. Invoking the dispute resolution provisions shall not excuse, toll or suspend the obligation of the Financial Assurance provider, under Paragraph 135.b of this Section, to fund the trust funds or perform the Remedial Actions (as defined in Appendix G). Furthermore, notwithstanding Doe Run's invocation of such dispute resolution procedures, and during the pendency of any such dispute, EPA, after consultation with the State, may in its sole discretion direct the trustee of such trust fund to make payments from the trust fund to any person that has performed the Remedial Actions (as defined in Appendix G) until the earlier of (i) the date that Doe Run remedies, to EPA's and the State's satisfaction, the circumstances giving rise to the issuance of the relevant Performance Failure Notice or (ii) the date that a final decision is rendered in accordance with Section XIX (Dispute Resolution), that Doe Run has not failed to perform the Remedial Actions (as defined in Appendix G) in accordance with this Consent Decree.

XI. TRANSPORTATION ORDER

136. There is currently in effect an Administrative Order on Consent, In the Matter of The Doe Run Transportation and Haul Routes, Southeastern Missouri, Docket No. RCRA-07-2007-0008, entered into by Doe Run and the EPA pursuant to Section 7003 of RCRA and filed

on May 9, 2007 ("Transportation AOC"). Contemporaneous with the execution of this Consent Decree, the parties have completed negotiations of modifications to the Transportation AOC and will file a First Modification to the Transportation AOC with the EPA Region 7 Regional Docket Clerk ("Modified Transportation AOC"), following public notice and comment. The Transportation AOC, as amended by the Modified Transportation AOC, is herein incorporated by reference into this Consent Decree. Incorporation of the Transportation AOC into this Consent Decree does not modify the terms of the Transportation AOC, as amended by the Modified Transportation AOC. Except for disputes regarding the assessment of stipulated penalties, the dispute resolution procedures of the Transportation AOC shall continue to be the exclusive mechanism to resolve disputes arising under or with respect to the Transportation AOC, as amended by the Modified Transportation AOC. Disputes regarding the assessment of stipulated penalties for violations of the Transportation AOC, as amended by the Modified Transportation AOC, shall be resolved pursuant to Section XIX (Dispute Resolution) of this Consent Decree, with the exception that the State shall not be a party to any such disputes. All deliverables required by the Transportation AOC, as amended by the Modified Transportation AOC, shall be provided pursuant to the terms therein.

137. Doe Run shall comply with all terms of the Transportation AOC, as amended by the Modified Transportation AOC, as part of their obligations under this Consent Decree. In any action by the United States or EPA to enforce the terms of this Paragraph or to otherwise require compliance with the Transportation AOC, as amended by the Modified Transportation AOC, Doe Run agrees not to contest the United States' or EPA's jurisdiction and/or authority to bring

such action. The United States reserves all legal and equitable remedies available to enforce the terms of this Paragraph of this Consent Decree. Nothing in the Transportation AOC shall be construed to limit the United States' right to seek judicial enforcement of the terms of the Transportation AOC, as amended by the Modified Transportation AOC, pursuant to this Paragraph. Doe Run reserves all other legal and equitable defenses available in response to any action by the United States to enforce the terms of this Paragraph or the terms of the Transportation AOC, as amended by the Modified Transportation AOC.

138. Violations of the terms of the Transportation AOC, as amended by the Modified Transportation AOC, shall be the basis for Stipulated Penalties under this Consent Decree, in accordance with the provisions of Section XVII (Stipulated Penalties).

139. The Parties agree that any future modifications to the Transportation AOC, as amended by the Modified Transportation AOC, will be made in accordance with the provisions of the Transportation Order and are non-material modifications of this Consent Decree, not subject to the provisions of Section XXVI (Modification).

XII. COMPLIANCE REQUIREMENTS: APPROVAL OF DELIVERABLES

140. Approval of Deliverables. After review of any plan, report, or other item that is required to be submitted for approval pursuant to this Consent Decree, EPA, after consultation with MDNR, shall in writing: a) approve the submission; b) approve the submission upon specified conditions; c) approve part of the submission and disapprove the remainder; or d) disapprove the submission.

141. If the submission is approved pursuant to Paragraph 140.a, Defendants shall take all actions required by the plan, report, or other document, in accordance with the schedules and requirements of the plan, report, or other document, as approved. If the submission is conditionally approved or approved only in part, pursuant to Paragraph 140.b or .c, Defendants shall, upon written direction from EPA, after consultation with MDNR, take all actions required by the approved plan, report, or other item that EPA, after consultation with MDNR, determines are technically severable from any disapproved portions, subject to Defendants' right to dispute only the specified conditions or the disapproved portions or whether the work is technically severable, under Section XIX (Dispute Resolution) of this Decree.

142. If the submission is disapproved in whole or in part pursuant to Paragraph 140.c or .d, Defendants shall, within thirty (30) Days or such other time as the Parties agree to in writing, correct all deficiencies and resubmit the plan, report, or other item, or disapproved portion thereof, for approval, in accordance with the preceding Paragraphs. If the resubmission is approved in whole or in part, Defendants shall proceed in accordance with the preceding Paragraph.

143. Any stipulated penalties applicable to the original submission, as provided in Section XVII (Stipulated Penalties) of this Decree, shall accrue during the thirty (30)-Day period or other specified period, but shall not be payable unless the resubmission is untimely or is disapproved in whole or in part; provided that if the original submission was so deficient as to constitute a material breach of Defendants' obligations under this Decree, the stipulated penalties

applicable to the original submission shall be due and payable notwithstanding any subsequent resubmission.

144. If a resubmitted plan, report, or other item, or portion thereof, is disapproved in whole or in part, EPA, after consultation with the MDNR, may again require Defendants to correct any deficiencies, in accordance with the preceding Paragraphs, or may itself/themselves correct any deficiencies, subject to Defendants' right to invoke Dispute Resolution and the right of the United States and the State to seek stipulated penalties as provided in the preceding Paragraphs.

145. Any portion of a submission that is not specifically disapproved by EPA, in consultation with MDNR, in a notice of disapproval shall be considered approved, and Defendants shall proceed to implement the approved portion of the submission, provided that implementation of the approved portion of the report, plan, or other item is technically severable from the disapproved portion.

146. For purposes of deliverables submitted pursuant to Appendix I (Statement of Work for Bee Fork Creek Mitigation), EPA has delegated approval authority to MDNR. Therefore, with respect to Appendix I (Statement of Work for Bee Fork Creek Mitigation), the phrase "EPA, after consultation with MDNR" or "EPA, in consultation with MDNR" in Paragraphs 140 through 145 above, shall be read as "MDNR, after consultation with EPA."

147. Upon approval, approval upon conditions, or modification by EPA or MDNR under Paragraph 140 or 144 of any plan, report, or other deliverable, or any portion thereof, such

plan, report, or other deliverable, or portion thereof, shall be incorporated into and enforceable under this Consent Decree.

XIII. COMPLIANCE REQUIREMENTS: PERMITS

148. Permits. Unless expressly stated otherwise in this Consent Decree, where any compliance obligation under this Consent Decree or otherwise applicable law requires Defendants to obtain a federal, state, or local permit or approval, including, but not limited to, a permit to authorize construction, reconstruction, or operation of any device, Defendants shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. Defendants may seek relief under the provisions of Section XVIII (Force Majeure) of this Consent Decree for any delay in the performance of any such obligation resulting from a failure to obtain, or a delay in obtaining, any permit or approval required to fulfill such obligation, if Defendants have submitted timely and complete applications and have taken all other actions necessary to obtain all such permits or approvals.

149. When permits are required as described in Paragraph 148, Defendants shall complete and submit such permit applications to MDNR and any other appropriate authorities to allow sufficient time for all legally required processing and review of the permit request, including requests for additional information by the permitting authorities. Any failure by Defendants to submit a timely permit application shall bar any use by Defendants of Section XVIII (Force Majeure) of this Consent Decree, where a Force Majeure claim is based on permitting delays.

150. Using the procedures set forth in Section XXIII (Notices), Defendants shall provide the EPA with a copy of each application for a federally enforceable permit necessary to implement the requirements of this Consent Decree that is filed after the Effective Date, as well as a copy of any permit proposed as a result of such application, to allow for timely participation in any public comment opportunity. If, as of the Effective Date, Defendants have received any permit necessary to implement the requirements of this Consent Decree, then no later than thirty (30) Days after the Effective Date, Defendants shall submit copies of such permits to EPA and the State using the procedure set forth in Section XXIII (Notices). EPA, in consultation with the State, may excuse in writing all or part of the latter submission if copies of such permits have already been submitted to EPA and the State before the Effective Date.

151. If Defendants sell or transfer part or all of their ownership interest in any of the Doe Run Facilities covered under this Consent Decree, Defendants shall comply with the requirements of Paragraph 8 (Transfer of Ownership or Operation) with regard to that Doe Run Facility before any such sale or transfer unless, following any such sale or transfer, Defendants remain the holder of the Title V or other federally-enforceable permit for such Doe Run Facility.

152. Notwithstanding the reference to Title V permits in this Consent Decree, the enforcement of such permits shall be in accordance with their own terms and the Clean Air Act and its implementing regulations, including the federally approved Missouri Title V permit program. The Title V permit shall not be enforceable under this Consent Decree, although any term or limit established by or under this Consent Decree shall be enforceable under this Consent

Decree regardless of whether such term has or will become part of a Title V permit, subject to the terms of Section XXVII (Termination).

153. Within one hundred and eighty (180) Days after the Effective Date of this Consent Decree, Defendants shall amend any applicable Title V permit application, or apply for amendments of its Title V permits to include a schedule for all Unit-specific and Facility-specific performance, operational, maintenance, and control technology requirements established by this Consent Decree including, but not limited to: emission rates, tonnage limitation, emission monitoring, and production limits.

XIV. ADDITIONAL INJUNCTIVE RELIEF

154. Enclosure of Lead Concentrate Storage and Handling. Doe Run shall install and operate a building enclosure/ventilation system at the lead concentrate handling, storage and loading areas at each of the following mill facilities owned and operated by Doe Run: Buick Mine/Mill, Brushy Creek Mine/Mill, Sweetwater Mine/Mill, and Fletcher Mine/Mill in accordance with all provisions of Appendix H (Enclosure of Lead Concentrate Storage and Handling) and other terms of this Consent Decree. The enclosure/ventilation systems installed pursuant to this Paragraph shall be installed and begin operation in accordance with the schedule set forth in Appendix H (Enclosure of Lead Concentrate Storage and Handling).

155. Stream Mitigation. Doe Run shall implement a stream mitigation project for 8.5 miles of Bee Fork Creek in Reynolds County, Missouri, in accordance with all provisions of Appendix I (Statement of Work for Bee Fork Creek Mitigation) and other terms of this Consent Decree. The stream mitigation project implemented pursuant to this Paragraph shall be

completed in accordance with the schedules set forth in and developed pursuant to Appendix I (Statement of Work for Bee Fork Creek Mitigation).

156. Doe Run is responsible for the satisfactory completion of the Additional Injunctive Relief under this Section in accordance with the requirements of this Consent Decree and Appendices H (Enclosure of Lead Concentrate Storage and Handling) and I (Statement of Work for Bee Fork Creek Mitigation). Doe Run may use contractors or consultants in planning and implementing the Additional Injunctive Relief.

157. For all requirements under this Section, Doe Run certifies the truth and accuracy of each of the following:

a. that, as of the date of executing this Consent Decree, Doe Run is not required to perform or develop any portion of this Additional Injunctive Relief by any federal, state, or local law or regulation and are not required to perform or develop this Additional Injunctive Relief by agreement, grant, or as injunctive relief awarded in any other action in any forum;

b. that Doe Run was not planning or intending to perform this Additional Injunctive Relief other than in settlement of the claims resolved in this Consent Decree; and

c. that Doe Run has not received and shall not receive credit for any portion of this Additional Injunctive Relief in any other enforcement action.

158. Defendants shall comply with the reporting requirements of Appendix H (Enclosure of Lead Concentrate Storage and Handling), Appendix I (Statement of Work for Bee Fork Creek Mitigation), and this Consent Decree.

159. Completion Report: Enclosure of Lead Concentrate Storage and Handling Project. Following completion of the Enclosure of Lead Concentrate Storage and Handling project pursuant to Appendix H, Doe Run shall submit an Enclosure of Lead Concentrate Storage and Handling Project Completion Report to the Plaintiffs with the next semi-annual status report required pursuant to Paragraph 176, in accordance with Section XXIII (Notices) of this Consent Decree. The Enclosure of Lead Concentrate Storage and Handling Project Completion Report shall contain the following information:

a. a detailed description of the project as implemented;

b. a detailed description of any material changes in the project from what was proposed in the original plans and specifications;

c. certification that the project has been fully implemented pursuant to the provisions of this Consent Decree and Appendix H (Enclosure of Lead Concentrate Storage and Handling); and

d. a description of the environmental and public health benefits resulting from implementation of the project (with a quantification of the benefits and pollutant reductions, if feasible).

160. EPA may, in its sole discretion, upon written request require Doe Run to submit information in addition to that described in Paragraph 159, in order to evaluate Doe Run's

Enclosure of Lead Concentrate Storage and Handling Project Completion Report. After receiving the Enclosure of Lead Concentrate Storage and Handling Project Completion Report, the EPA shall notify Doe Run whether or not Doe Run has satisfactorily completed the Enclosure of Lead Concentrate Storage and Handling project. If Doe Run has not completed the Enclosure of Lead Concentrate Storage and Handling project in accordance with this Consent Decree, stipulated penalties may be assessed under Section XVII (Stipulated Penalties) of this Consent Decree.

161. Completion Report: Stream Mitigation Project. In accordance with the requirements and schedule set forth in Appendix I (Statement of Work for Bee Fork Creek Mitigation), Doe Run shall submit to EPA and MDNR a copy of the final progress report for the Stream Mitigation Project ("Stream Mitigation Project Completion Report"), in accordance with Section XXIII (Notices) of this Consent Decree. The report shall contain all information required pursuant to Appendix I (Statement of Work for Bee Fork Creek Mitigation) and the following information:

a. a detailed description of the project as implemented;

b. certification that the project has been fully implemented pursuant to the provisions of this Consent Decree and Appendix I (Statement of Work for Bee Fork Creek Mitigation); and

c. a description of the environmental and public health benefits resulting from implementation of the project (with a quantification of the benefits and pollutant reductions, if feasible).

162. MDNR may, in its sole discretion, upon written request require Doe Run to submit information in addition to that described in the Paragraph 161, in order to evaluate Doe Run's Stream Mitigation Completion Report. After receiving the Stream Mitigation Project Completion Report, MDNR shall notify Doe Run whether or not Doe Run has satisfactorily completed the Stream Mitigation Project. If Doe Run has not completed the Stream Mitigation Project in accordance with this Consent Decree, stipulated penalties may be assessed under Section XVII (Stipulated Penalties) of this Consent Decree.

163. Each submission required under this Section shall be signed by an official with knowledge of the project and shall bear the certification language set forth in Paragraph 181.

164. Disputes concerning the satisfactory performance of the Enclosure of Lead Concentrate Storage and Handling Project and the Stream Mitigation Project may be resolved under Section XIX (Dispute Resolution) of this Decree. Subject to Doe Run's right to invoke Dispute Resolution regarding the approval of deliverables required pursuant to Appendix H (Enclosure of Lead Concentrate Storage and Handling) and Appendix I (Statement of Work for Bee Fork Creek Mitigation) as provided in Section XII (Compliance Requirements: Approval of Deliverables), no other disputes arising under Paragraphs 154 through 163 of this Section shall be subject to Dispute Resolution.

165. New Facilities.

a. Upon the Date of Lodging, in the event that Defendants elect to build or operate a new lead concentrate unloading facility at the Herculaneum Lead Smelter Facility (as defined in Appendix E) following the Remedial Action required pursuant to

Section IX (Site Remediation – Herculaneum) of this Consent Decree, or any new Doe Run owned and/or operated lead concentrate unloading facility in Missouri, Defendants shall:

i. Notify EPA and the State of such plans as soon as practicable;

ii. Obtain all required federal, State and local environmental construction and operating permits;

iii. Install and operate an enclosure/ventilation system for all lead concentrate handling (including conveyance systems), loading, unloading and storage area at such facility that is equivalent to the system requirements set forth in Appendix H of this Consent Decree or as may be required by federal, State or local requirements, whichever is more stringent. Any loading or unloading of lead concentrate from vehicles shall only occur within buildings meeting the requirements herein; and,

iv. If not subject to the Transportation AOC by the terms of that order, Defendants shall request a modification to include the facility as a "Doe Run facility" as that term is defined in the Transportation AOC.

b. Upon the Date of Lodging, in the event that Defendants elect to build or operate a new facility in Missouri using a hydrometallurgical-electrochemical process for producing lead metal from concentrates, Defendants shall:

i. Notify EPA and the State of such plans as soon as practicable;

ii. Obtain all required federal, State and local environmental construction and operating permits;

iii. Install and operate an enclosure/ventilation system for all lead concentrate handling (including conveyance systems), loading, unloading and storage area at such facility that is equivalent to the system requirements set forth in Appendix H of this Consent Decree or as may be required by federal, State or local requirements, whichever is more stringent. Any loading or unloading of lead concentrate from vehicles shall only occur within buildings meeting the requirements herein; and,

iv. If not subject to the Transportation AOC by the terms of that order, Defendants shall request a modification to include the facility as a "Doe Run facility" as that term is defined in the Transportation AOC.

XV. ENVIRONMENTAL MITIGATION PROJECTS

166. Defendants shall implement the Environmental Mitigation Projects ("Projects") described in Appendix J to this Consent Decree in compliance with the approved plans and schedules for such Projects and other terms of this Consent Decree. Defendants shall spend no less than $2 million in Project Dollars implementing the Projects identified in Appendix J in accordance with the schedules provided in Appendix J. Defendants shall implement such Projects over a period of no later than four (4) years from the Effective Date of this Consent Decree.

167. Defendants shall maintain, and present to EPA and MDNR upon request, all documents to substantiate the Project Dollars expended to implement the Projects described in Appendix J, and shall provide these documents to EPA and MDNR within thirty (30) days of a request for the documents.

168. All plans and reports prepared by Defendants pursuant to the requirements of this Section of the Consent Decree and required to be submitted to EPA shall be made publicly available from Defendants without charge.

169. Defendants are responsible for the satisfactory completion of the Projects in accordance with the requirements of this Decree. Defendants may use contractors or consultants in planning and implementing the Projects.

170. Defendants shall certify, as part of each plan submitted to EPA pursuant to Appendix J for any of the Projects, the truth and accuracy of each of the following:

a. that all cost information provided to EPA in connection with EPA's approval of the Projects is complete and accurate and that Defendants have estimated the costs of the Projects in good faith;

b. that, as of the date of executing this Decree, Defendants are not required to perform or develop the Projects by any federal, state, or local law or regulation and are not required to perform or develop the Projects by agreement, grant, or as injunctive relief awarded in any other action in any forum;

c. that the Projects are not projects that Defendants were planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this Decree;

d. that Defendants have not received and will not receive credit for the Projects in any other enforcement action; and

e. that Defendants will not receive any reimbursement for any portion of the Projects from any other person.

171. Environmental Mitigation Projects Completion Report

a. Following the date set for completion of the Projects pursuant to Appendix J, with the next semi-annual status report required pursuant to Paragraph 176, Defendants shall submit an Environmental Mitigation Projects Completion Report to the Plaintiffs, in accordance with Section XXIII (Notices) of this Consent Decree. The Environmental Mitigation Projects Completion Report shall contain the following information:

i. a detailed description of the Projects as implemented;

ii. a description of any material changes in the project from what was proposed in the original plans and specifications;

iii. an itemized list of all eligible Project costs expended;

iv. certification that the Project has been fully implemented pursuant to the provisions of this Consent Decree and Appendix J; and

v. a description of the environmental and public health benefits resulting from implementation of the Projects (with a quantification of the benefits and pollutant reductions, if feasible).

172. EPA may, in its sole discretion, require information in addition to that described in the preceding Paragraph, in order to evaluate Defendants' Completion Report.

173. After receiving the Environmental Mitigation Projects Completion Report, the United States shall notify Defendants whether or not Defendants have satisfactorily completed the Projects. If Defendants have not completed the Projects in accordance with this Consent Decree, stipulated penalties may be assessed under Section XVII (Stipulated Penalties) of this Consent Decree.

174. Disputes concerning the satisfactory performance of the Projects and the amount of eligible Project costs may be resolved under Section XIX (Dispute Resolution) of this Decree. EPA's decision regarding whether to approve an additional project Defendants choose to submit pursuant to paragraph A. in section I. of Appendix J (Environmental Mitigation Projects) is not subject to Dispute Resolution. Subject to Doe Run's right to invoke Dispute Resolution regarding the approval of deliverables required pursuant to Appendix J (Environmental Mitigation Projects) as provided in Section XII (Compliance Requirements: Approval of Deliverables), no other disputes arising under Paragraphs 166 through 173 of this Section shall be subject to Dispute Resolution.

175. Each submission required under this Section shall be signed by an official with knowledge of the Projects and shall bear the certification language set forth in Paragraph 181.

XVI. REPORTING REQUIREMENTS

176. In addition to any other express reporting requirement in this Consent Decree, on each April 30 and October 31 following the Effective Date of this Consent Decree until termination of this Decree pursuant to Section XXVII (Termination), Defendants shall submit to EPA and MDNR a status report that shall describe the Defendants' actions taken and to be taken to comply with this Consent Decree. The status report due April 30 shall provide information for the preceding period from October 1 through March 31. The status report due October 31 shall provide information for the preceding period from April 1 through September 30. If Defendants indicate in a status report that an obligation under this Consent Decree has been completed and EPA, after consultation with MDNR, agrees that the obligation has been completed, Defendants are not required to include the completed obligation in future status reports. Each status report shall include:

a. a progress report on the implementation of Sections V through X, XIV, and XV above (all injunctive relief sections except Section XI (Transportation Order));

b. the status of and likely target date of cessation of operation required by Section V (Compliance Requirements: Clean Air Act);

c. any significant problems encountered in complying with Sections V through X, XIV, and XV (all injunctive relief sections except Section XI (Transportation Order)) of this Consent Decree, together with implemented or proposed solutions;

d. a summary of the SO_2 emissions monitoring data collected pursuant to the Consent Decree including the mass of SO_2 emitted;

e. a summary of the Sinter Production data collected pursuant to the Consent Decree;

f. a summary of the Blast Furnace Sinter Consumption data collected pursuant to the Consent Decree

g. a summary of all the Refined Lead Metal Production data collected pursuant to the Consent Decree;

h. the date and time identifying each period during which the CERMS was inoperative except for zero and span checks and the nature of any system repairs or adjustments; and

i. all substitute data used to determine compliance with the SO_2 emission limits established in Paragraph 20.c. of this Consent Decree along with supporting calculations.

177. Except for MSOP violations as addressed in Paragraph 178, in addition to the report required by the preceding Paragraph 176, if Defendants violate any requirement of this Consent Decree, Defendants shall notify the United States and the State of such violation and its duration or anticipated likely duration, in writing, within ten (10) business days of first becoming aware of the violation, with an explanation of the cause or likely cause of the violation and any measures taken, or to be taken, to prevent or minimize such violation. If the cause of a violation cannot be fully explained at the time the report is due, Defendants shall so state in the report. Defendants shall investigate the cause of the violation and shall then submit an amendment to the report, including a full explanation of the cause of the violation, within fifteen (15) Days of

becoming aware of the cause of the violation. Nothing in this Paragraph or the following Paragraph relieves Defendants of their obligation to provide the notice required by Section XVIII (Force Majeure).

178. Defendants shall report exceedances of final and interim CWA Facility permit limitations applicable at the time of reporting as a part of the facility monthly DMRs submitted to MDNR. In addition to the information required to be submitted to MDNR in the DMRs, Defendants shall include a supplemental statement regarding any exceedances of alternative CWA permit limitations, as identified in Appendix B (MSOP Alternative Effluent Limitations and Compliance Deadlines) and an explanation of the cause or likely cause of the exceedance and any measures taken, or to be taken, to prevent or minimize such exceedance. At the same time such information is submitted to MDNR, Defendants shall submit to EPA, in accordance with the provisions of Section XXIII (Notices), an electronic copy of the DMRs and supplemental statement of exceedances specified in this Paragraph. Upon written request, Defendants shall also submit to EPA a hard copy of such information.

179. Whenever any violation of this Consent Decree or any applicable permit or any other event related to Defendants' performance under this Consent Decree poses an immediate threat to the public health or welfare of the environment, Defendants shall notify EPA and the State, orally or by electronic or facsimile transmission as soon as possible, but no later than 24 hours after Defendants first knew of, or should have known of, the violation or event. This notification procedure is in addition to the requirements set forth in the preceding Paragraph.

180. All reports shall be submitted to the persons designated in Section XXIII (Notices) of this Consent Decree.

181. Each report or notice submitted by Defendants under this Section shall be signed by an official of the submitting party and include the following certification:

> I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that this document and its attachments were prepared either by me personally or under my direction or supervision in a manner designed to ensure that qualified and knowledgeable personnel properly gather, evaluate, and present the information contained therein. I further certify, based on my personal knowledge or on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, that the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

182. The reporting requirements of this Consent Decree do not relieve Defendants of any reporting obligations required by the CAA, CWA, RCRA EPCRA, or CERCLA, or their implementing regulations, or by any other federal, state or local law, regulation, permit, or other requirement. The reporting requirements of this Section are in addition to any other reports, plans, or submissions required by other Sections of this Consent Decree.

183. Any information provided pursuant to this Consent Decree may be used by the Plaintiffs in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law. All information and documents submitted by Defendants to the United States or to the State pursuant to this Consent Decree shall be subject to public inspection, unless

identified and supported as CBI by Defendants in accordance with 40 C.F.R. Part 2 and applicable state law.

XVII. STIPULATED PENALTIES

184. Defendant shall be liable for stipulated penalties to the Plaintiffs for violations of this Consent Decree as specified below, unless excused under Section XVIII (Force Majeure) of this Decree, including any work plan or schedule approved under this Consent Decree and incorporated by reference into this Consent Decree, according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree.

185. Late Payment of Civil Penalty

If Defendants fail to pay the civil penalty required to be paid under Section IV (Civil Penalty) of this Decree when due, Defendants shall pay a stipulated penalty of $10,000 per Day for each Day that the payment is late.

186. Cessation of Operations at Herculaneum

The following stipulated penalties shall accrue per violation per Day for each Day Defendants fail to comply with the requirements of Paragraph 14 (Election to Cease Smelting Operation):

Penalty Per Violation Per Day	Period of Noncompliance
$15,000	1st through 14th Day
$25,000	15th through 30th Day
$37,500	31st Day and beyond

187. Interim Production and Emissions Limits at Herculaneum

The following stipulated penalties shall accrue per violation for each violation of a requirement of Paragraph 20.a. through 20.c.:

Penalty Per Violation Per Day	Measure of Noncompliance
$2,250	For each Day the SO_2 Short-term Limit is exceeded
$7,000	Per ton for each ton or fraction of a ton over the SO_2 Mass Cap up to 100 tons above the limit
$12,000	Per ton for each ton or fraction of a ton over the SO_2 Mass Cap exceeding 100 tons above the limit
$1,000	Per Day for each violation of the lead limit at Paragraph 20.b of this Consent Decree. This penalty shall accrue until compliance is reestablished via the testing requirements of Paragraph 20.b.
$15,000	Per ton for each ton or fraction of a ton over a 12-Month Rolling Tonnage up to 100 tons above the limit
$20,000	Per ton for each ton or fraction of a ton over a 12-Month Rolling Tonnage exceeding 100 tons above the limit.

188. Emissions Testing at Herculaneum

The following stipulated penalties shall accrue for each Day for any failure to meet the testing requirements in Paragraph 20.b of this Consent Decree, except that any deliverable associated with these testing requirements is subject to the stipulated penalty provisions at Paragraph 202 (Deliverable Requirements):

Penalty Per Violation Per Day	Period of Noncompliance
$1,500	1st through 14th Day
$2,500	15th through 30th Day
$4,000	31st Day and beyond

189. Emissions Monitoring at Herculaneum

The following stipulated penalties shall accrue per violation per Day for each violation of any requirement identified in this Consent Decree regarding the installation and operation of a CERMS by the dates outlined herein, except that any deliverable associated with these requirements is subject to the stipulated penalty provisions at Paragraph 202 (Deliverable Requirements):

Penalty Per Violation Per Day	Period of Noncompliance
$1,500	1st through 14th Day
$2,500	15th through 30th Day
$4,000	31st Day and beyond

190. Buick Mine/Mill CAA Injunctive Relief

The following stipulated penalties shall accrue per violation per Day for each violation of a requirement of Section V, Subsection C (Installation of Pressure Drop Monitor at Buick Mine/Mill), except that any deliverable associated with these requirements is subject to the stipulated penalty provisions at Paragraph 202 (Deliverable Requirements):

Penalty Per Violation Per Day	Period of Noncompliance
$1,000	1st through 14th Day

$2,000	15th through 30th Day
$4,000	31st Day and beyond

191. CWA Injunctive Relief Provisions

The following stipulated penalties shall accrue per violation per Day for each violation of a requirement of Section VI (Compliance Requirements: Clean Water Act), except that any deliverable associated with these requirements is subject to the stipulated penalty provisions at Paragraph 202 (Deliverable Requirements):

Penalty Per Violation Per Day	Period of Noncompliance
$950	1st through 14th Day
$2,000	15th through 30th Day
$4,000	31st Day and beyond

192. CWA Interim or Alternative Effluent Limits

a. Monthly Average Violations. The following stipulated penalties shall accrue per violation per Month for each violation of an interim Monthly Average effluent limitation in effect in a CWA Facility MSOP or any Monthly Average effluent limitation modified by Alternative Effluent Limitations pursuant to Subsection I (Schedule for Compliance With Missouri State Operating Permits) of this Consent Decree and specified in Appendix B (MSOP Alternative Effluent Limitations and Compliance Deadlines):

Penalty Per Monthly Average Violation	Degree of Exceedance
$2,000	up to, but not including, 20% over the limit

$4,000	from 20% over the limit, and up to, but not including, 50% over the limit
$7,500	from 50% over the limit, and up to, but not including, 100% over the limit
$11,000	100% over limit or greater

b. Violations of a "No Discharge" Requirement in Appendix B. The following stipulated penalties shall accrue per outfall per Day of discharge for each violation of that outfall's "no discharge" Alternative Effluent Limitation established pursuant to Subsection I (Schedule for Compliance With Missouri State Operating Permits) of this Consent Decree, as specified in Appendix B (MSOP Alternative Effluent Limitations and Compliance Deadlines):

Penalty Per Day of Discharge	Duration of Discharge
$4,000	for the 1st and 2nd Days during a Month on which a discharge occurs
$7,500	for the 3rd and 4th Days during a Month on which a discharge occurs
$10,000	for the 5th Day and for each additional Day during a Month on which a discharge occurs

193. CWA Facility Final Effluent Limits

a. Monthly Average Violations. The following stipulated penalties shall accrue per violation per Month for each violation of a final Monthly Average effluent limitation in effect in a CWA Facility MSOP:

Penalty Per Monthly Average Violation	Degree of Exceedance
$4,000	up to, but not including, 20% over the limit
$7,000	from 20% over the limit, and up to, but not including, 50% over the limit
$10,000	from 50% over the limit, and up to, but not including, 100% over the limit
$15,000	100% over limit or greater

b. Daily Maximum and Weekly Average Violations. The following stipulated penalties shall accrue per violation per Day for each violation of a final Daily Maximum or Weekly Average effluent limitation in effect in a CWA Facility MSOP:

Penalty Per Daily Maximum or Weekly Average Violation	Degree of Exceedance
$2,000	up to, but not including, 20% over the limit
$5,000	from 20% over the limit, and up to, but not including, 50% over the limit
$8,000	from 50% over the limit, and up to, but not including, 100% over the limit
$12,000	100% over limit or greater

194. Acute and Chronic Whole Effluent Toxicity Limitations.

Except as specified in the Alternative Effluent Limitations pursuant to Subsection I (Schedule for Compliance With Missouri State Operating Permits) of this Consent Decree and specified in Appendix B (MSOP Alternative Effluent Limitations and Compliance Deadlines), the following stipulated penalties shall accrue per violation for each violation of an acute or

chronic WET test limitation in a test series (i.e., the original annual, semiannual, quarterly or monthly test, as applicable, and follow-up tests required due to test failure) in effect in a CWA Facility MSOP:

Penalty Per WET Test Event	Number of Violations in Test Series
$4,000	first violation
$7,000	second violation
$10,000	third and subsequent violation

195. MSOP Violations other than Effluent Limitation and WET Limitation Violations

The following stipulated penalties shall accrue per Day for each violation of a requirement of a CWA Facility MSOP other than an effluent discharge limitation, an effluent discharge prohibition, or WET limitation:

Penalty Per Violation Per Day	Period of Noncompliance
$750	1st through 14th Day
$1,500	15th through 30th Day
$3,000	31st Day and beyond

196. Modified Transportation AOC. Stipulated penalties shall accrue per violation per Day for each violation of any requirement of the Transportation AOC, as amended by all modifications thereto, in accordance with the stipulated penalty provisions set forth in paragraph 114 of the Modified Transportation AOC.

197. RCRA Injunctive Relief

The following stipulated penalties shall accrue per violation per Day for each Day Defendants fail to comply with the requirements of Section VIII (Compliance Requirements: RCRA), except that any deliverable associated with these requirements is subject to the stipulated penalty provisions at Paragraph 202 (Deliverable Requirements):

Penalty Per Violation Per Day	Period of Noncompliance
$1,000	1st through 14th Day
$3,000	15th through 30th Day
$5,000	31st Day and beyond

198. Site Remediation - Herculaneum

The following stipulated penalties shall accrue per violation per Day for each Day Defendants fail to comply with the requirements of Section IX (Site Remediation - Herculaneum), except that any deliverable associated with these requirements is subject to the stipulated penalty provisions at Paragraph 202 (Deliverable Requirements):

Penalty Per Violation Per Day	Period of Noncompliance
$1,000	1st through 14th Day
$2,500	15th through 30th Day
$5,000	31st Day and beyond

199. Financial Assurances

The following stipulated penalties shall accrue per violation per Day for each Day Defendants fail to comply with the requirements of Section X (Financial Assurances), except that

any deliverable associated with these requirements is subject to the stipulated penalty provisions at Paragraph 202 (Deliverable Requirements):

Penalty Per Violation Per Day	Period of Noncompliance
$1,000	1st through 14th Day
$3,000	15th through 30th Day
$5,000	31st Day and beyond

200. Additional Injunctive Relief Compliance

The following stipulated penalties shall accrue for each Day Defendants fail to timely or satisfactorily complete the Additional Injunctive Relief Projects by the deadline set forth in Section XIV, Appendix I (Statement of Work for Bee Fork Creek Mitigation) and Appendix H (Enclosure of Lead Concentrate Storage and Handling), or schedules approved pursuant to this Consent Decree, except that any deliverable associated with these requirements is subject to the stipulated penalty provisions at Paragraph 202 (Deliverable Requirements):

Penalty Per Violation Per Day	Period of Noncompliance
$3,000	1st through 15th day
$6,000	15th day and beyond

201. Environmental Mitigation Projects Compliance

The following stipulated penalties shall accrue for each Day Defendants fail to timely or satisfactorily complete the Environmental Mitigation Projects by the deadline set forth in Section XV (Environmental Mitigation Projects), Appendix J (Environmental Mitigation Projects), or schedules approved pursuant to this Consent Decree, except that any deliverable associated with

these requirements is subject to the stipulated penalty provisions at Paragraph 202 (Deliverable Requirements):

Penalty Per Violation Per Day	Period of Noncompliance
$1,000	1st through 15th day
$5,000	15th day and beyond

202. Deliverable Requirements. The following stipulated penalties shall accrue per violation per Day for each failure to timely submit, modify, or implement, as approved, the reports plans, studies, analyses, protocols, or other deliverables required by this Consent Decree, except as otherwise specified in Paragraphs 184 through 201 above:

Penalty Per Violation Per Day	Period of Noncompliance
$1,000	1st through 14th Day
$2,000	15th through 30th Day
$3,000	31st Day and beyond

203. The following stipulated penalties shall accrue per violation per Day for Defendants' failure to comply with any other requirement of this Consent Decree not specifically referenced in Paragraphs 184 through 202 within the specified time established by or approved under this Consent Decree:

Penalty Per Violation Per Day	Period of Noncompliance
$750	1st through 14th Day
$1,500	15th through 30th Day
$3,000	31st Day and beyond

204. Stipulated penalties under this Section shall begin to accrue on the Day after performance is due or on the Day a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree, but only one stipulated penalty may be assessed per violation in accordance with Paragraphs 184 through 201. Any stipulated penalty shall be assessed only to the Defendant that is obligated to perform the work or obligation pursuant to this Consent Decree.

205. Defendants shall pay stipulated penalties to the Plaintiffs within thirty (30) Days of a written demand by either Plaintiff. Defendants shall pay fifty (50) percent of the total stipulated penalty amount due to the United States and fifty (50) percent to the State, with the exception of stipulated penalties paid pursuant to Paragraph 196 (Modified Transportation AOC), which shall be paid entirely to the United States. Except for penalties involving the Modified Transportation AOC, the Plaintiff making a demand for payment of a stipulated penalty shall simultaneously send a copy of the demand to the other Plaintiff.

206. Either Plaintiff may in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due it under this Consent Decree.

207. Stipulated penalties shall continue to accrue as provided in Paragraph 204, during any Dispute Resolution, but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of EPA or the State that is not appealed to the Court, Defendants shall pay accrued penalties determined to be owed, together with interest, to the United States or the State within thirty (30) Days of

the effective date of the agreement or the receipt of EPA's or the State's decision or order.

b. If the dispute is appealed to the Court and the United States or the State prevails in whole or in part, Defendants shall pay all accrued penalties determined by the Court to be owed, together with interest, within sixty (60) Days of receiving the Court's decision or order, except as provided in Subparagraph 207.c, below.

c. If any Party appeals the District Court's decision, Defendants shall pay all accrued penalties determined to be owed, together with interest, within fifteen (15) Days of receiving the final appellate court decision.

208. Obligations Prior to the Effective Date. Upon the Effective Date of this Consent Decree, the stipulated penalty provisions of this Decree shall be retroactively enforceable with regard to any and all violations of this Consent Decree that have occurred between the Lodging Date and the Effective Date of the Consent Decree, provided that stipulated penalties that may have accrued prior to the Effective Date may not be collected unless and until this Consent Decree is entered by the Court.

209. Defendants shall pay stipulated penalties owing to the United States in the manner set forth and with the confirmation notices required by Paragraph 11, except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid. Defendants shall pay stipulated penalties owing to the State in the manner set forth in Paragraph 13. The checks and the signed Consent Decree shall be mailed to:

Collections Specialist
Office of the Attorney General

P.O. Box 899
Jefferson City, MO 65102-0899

210. If Defendants fail to pay stipulated penalties according to the terms of this Consent Decree, Defendants shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States or the State from seeking any remedy otherwise provided by law for Defendants' failure to pay any stipulated penalties.

211. Subject to the provisions of Section XXI (Effect of Settlement/Reservation of Rights) of this Consent Decree, the stipulated penalties provided for in this Consent Decree shall be in addition to any other rights, remedies, or sanctions available to the United States or the State for Defendants' violation of this Consent Decree or applicable law. Where a violation of this Consent Decree is also a violation of relevant statutory or regulatory requirements, Defendants shall be allowed a credit for any stipulated penalties paid against any statutory penalties imposed for such violation.

XVIII. FORCE MAJEURE

212. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Defendants, of any entity controlled by Defendants, or of Defendants' contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Defendants' best efforts to fulfill the obligation. The requirement that Defendants exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any such event (a) as it is occurring and (b) after it has occurred to prevent or minimize any resulting delay to the

greatest extent possible. "Force Majeure" does not include Defendants' financial inability to perform any obligation under this Consent Decree.

213. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, Defendants shall provide notice orally or by electronic or facsimile transmission to EPA and MDNR, within seventy-two (72) hours of when Defendants first knew that the event might cause a delay. Within seven (7) Days thereafter, Defendants shall provide in writing to EPA and the State an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Defendants' rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of Defendants, such event may cause or contribute to an endangerment to public health, welfare or the environment. Defendants shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Defendants from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Defendants shall be deemed to know of any circumstance of which Defendants, any entity controlled by Defendants, or Defendants' contractors knew or should have known.

214. If EPA, after a reasonable opportunity for review and comment by the State, agrees that the delay or anticipated delay is attributable to a force majeure event, the time for

performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by EPA, after a reasonable opportunity for review and comment by the State, for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. EPA will notify Defendants in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

215. If EPA, after a reasonable opportunity for review and comment by the State, does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify Defendants in writing of its decision.

216. If Defendants elect to invoke the dispute resolution procedures set forth in Section XIX (Dispute Resolution), they shall do so no later than fifteen (15) Days after receipt of EPA's notice. In any such proceeding, Defendants shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Defendants complied with the requirements of Paragraphs 212 and 213, above. If Defendants carry this burden, the delay at issue shall be deemed not to be a violation by Defendants of the affected obligation of this Consent Decree identified to EPA and the Court.

XIX. DISPUTE RESOLUTION

217. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree.

218. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when Defendants send the United States and the State a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed twenty (20) Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States and the State shall be considered binding unless, within twenty (20) Days after the conclusion of the informal negotiation period, Defendants invoke formal dispute resolution procedures as set forth below.

219. Formal Dispute Resolution. Defendants shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States and the State a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Defendants' position and any supporting documentation relied upon by Defendants.

220. The Plaintiffs shall serve their Statement of Position within sixty (60) Days of receipt of Defendants' Statement of Position. The Plaintiffs' Statement of Position shall include,

but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the Plaintiffs. The Plaintiffs' Statement of Position shall be binding on Defendants, unless Defendants file a motion for judicial review of the dispute in accordance with the following Paragraph.

221. Defendants may seek judicial review of the dispute by filing with the Court and serving on the Plaintiffs, in accordance with Section XXIII (Notices) of this Consent Decree, a motion requesting judicial resolution of the dispute. The motion must be filed within ten (10) Days of receipt of the Plaintiffs' Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of Defendants' position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

222. The United States and the State shall respond to Defendants' motion within the time period allowed by the Local Rules of this Court. Defendants may file a reply memorandum, to the extent permitted by the Local Rules.

223. Standard of Review

a. Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Consent Decree, in any dispute brought pursuant to the formal dispute resolution procedures of this Section XIX (Dispute Resolution) of this Consent Decree, pertaining to the adequacy of the performance of the Stream Mitigation Project work undertaken pursuant to Section XIV (Additional Injunctive Relief) of this Consent

Decree and the Remedial Action work undertaken pursuant to Section IX (Site Remediation – Herculaneum) of this Consent Decree, Defendants shall have the burden of demonstrating, based on the administrative record, that the position of the United States and/or the State is arbitrary and capricious or otherwise not in accordance with law.

b. Other Disputes. Except as otherwise provided in this Consent Decree, in any other judicial proceeding brought pursuant to the formal dispute resolution procedures of this Section XIX (Dispute Resolution) of this Consent Decree, Defendants shall bear the burden of demonstrating that their position clearly complies with and furthers the objectives of this Consent Decree and the relevant statutes and that Defendants are entitled to relief under applicable law. The United States and the State reserve their right to argue that their position is reviewable only on the administrative record and must be upheld unless arbitrary and capricious or otherwise not in accordance with law.

224. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Defendants under this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 207. If Defendants do not prevail on the disputed issue, stipulated penalties may be assessed by Plaintiffs and, if assessed, shall be paid as provided in Section XVII (Stipulated Penalties).

225. As part of the resolution of any dispute under this Section, in appropriate circumstances the disputing Parties may agree, or this Court may order, an extension or modification of the schedule for the completion of the work required under this Consent Decree.

XX. INFORMATION COLLECTION AND RETENTION

226. The United States, the State, and their representatives, including attorneys, contractors, and consultants, shall have the right of entry into any facility covered by this Consent Decree, at all reasonable times, upon presentation of credentials, to:

a. monitor the progress of activities required under this Consent Decree;

b. verify any data or information submitted to the United States or the State in accordance with the terms of this Consent Decree;

c. obtain samples and, upon request, splits of any samples taken by Defendants or their representatives, contractors, or consultants;

d. obtain documentary evidence, including photographs and similar data; and

e. assess Defendants' compliance with this Consent Decree.

227. Upon request, Defendants shall provide EPA and the State or their authorized representatives splits of any samples taken by Defendants pursuant to this Consent Decree. Upon request, EPA and the State shall provide Defendants splits of any samples taken by EPA or the State pursuant to this Consent Decree.

228. Until five years after the termination of this Consent Decree, Defendants shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in

electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to Defendants' performance of its obligations under this Consent Decree. This information retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information retention period, upon request by the United States or the State, Defendants shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

229. At the conclusion of the information retention period provided in the preceding Paragraph, Defendants shall notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States or the State, Defendants shall deliver any such documents, records, or other information to EPA or the State. Defendants may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal law. If Defendants assert such a privilege, it shall provide the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of each author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Defendants. However, no documents, records, or other information created or generated pursuant to the requirements of this Consent Decree shall be withheld on grounds of privilege.

230. Defendants may also assert that information required to be provided under this Section is protected as CBI under 40 C.F.R. Part 2. As to any information that Defendants seek to protect as CBI, Defendants shall follow the procedures set forth in 40 C.F.R. Part 2.

231. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States or the State pursuant to applicable federal or state laws, regulations, or permits, nor does it limit or affect any duty or obligation of Defendants to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

XXI. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

232. Definitions. For purposes of this Section XXI (Effect of Settlement/Reservation of Rights), the following definitions apply:

a. "Applicable NSR/PSD Requirements" shall mean:

i. PSD requirements at Part C of Subchapter I of the CAA, 42 U.S.C. § 7475, and the regulations promulgated thereunder at 40 C.F.R. §§ 52.21 and 51.166, as amended from time to time;

ii. "Plan Requirements for Non-Attainment Areas" at Part D of Subchapter I of the CAA, 42 U.S.C. §§ 7502-7503, and the regulations promulgated thereunder at 40 C.F.R. §§ 51.165 (a) and (b); 40 C.F.R. Part 51, Appendix S; and 40 C.F.R. § 52.24, as amended from time to time;

iii. Any Title V regulations that implement, adopt, or incorporate the specific regulatory requirements identified above, as amended from time to time; and

iv. Any applicable state or local laws or regulations that implement, adopt, or incorporate the specific federal regulatory requirements identified above regardless of whether such state or local laws or regulations have been formally approved by EPA as being a part of the applicable state implementation plan.

b. "Applicable NSPS Subparts A and R Requirements" shall mean the standards, monitoring, testing, reporting and recordkeeping requirements, found at 40 C.F.R. §§ 60.180 through 60.186 (Subpart R), relating to a particular pollutant and a particular affected facility, and the corollary general requirements found at 40 C.F.R. §§ 60.1 through 60.19 (Subpart A) that are applicable to any affected facility covered by Subpart R.

233. This Consent Decree resolves the civil claims of the United States and the State for the violations alleged in the Complaint filed in this action through the Lodging Date. The claims so resolved include claims for:

a. Liability Resolution Regarding the Applicable NSR/PSD Requirements. With respect to emissions of SO_2 and lead from the Herculaneum Lead Smelter Sinter Machine, Sinter Bed, Sintering Machine Discharge End, and Sulfuric Acid Plant units, entry of this Consent Decree shall resolve all civil liability of Doe Run to the Plaintiffs for alleged violations of the Applicable NSR/PSD Requirements resulting from

construction or modification from the date of the pre-Lodging construction or modification up to the Lodging Date;

b. Liability Resolution Regarding the Applicable NSPS Requirements. With respect to emissions of SO_2 from the Herculaneum Lead Smelter Sinter Machine, Sinter Bed, and Sintering Machine Discharge End units, entry of this Consent Decree shall resolve all civil liability of Doe Run to the Plaintiffs for alleged violations of the Applicable NSPS Subparts A and R Requirements from the date that claims of the Plaintiffs resulting from pre-Lodging construction or modification (including reconstruction) accrued up to the Lodging Date;

c. Liability Resolution Regarding Additional CAA Claims Alleged Concerning the Herculaneum Lead Smelter. Entry of this Consent Decree shall resolve all civil liability of Doe Run to the Plaintiffs for the following alleged past violations: (i) alleged violations of Title V of the CAA based on an alleged past failure to comply with the 2007 Consent Judgment incorporated by reference into Doe Run's Title V/Part 70 Operating Permit No. OP2006-011B as Condition PW008; (ii) alleged violations of National Emission Standards for Hazardous Air Pollutants ("NESHAPs") for Primary Lead Smelters, set forth at 40 C.F.R. Part 63, Subpart TTT based on an alleged past failure to submit required reports; and (iii) violations of any corresponding state or local laws or regulations arising out of any acts or omissions by Doe Run which formed the basis for such alleged CAA violations;

d. Liability Resolution Regarding Additional Claims Alleged Concerning the Herculaneum Lead Smelter. Entry of this Consent Decree shall resolve all civil liability of Doe Run to the Plaintiffs for the following alleged past violations: (i) alleged violations of reporting requirements under CERCLA Section 103, 42 U.S.C. § 9603, and EPCRA Section 304, 42 U.S.C. § 11004 based on an alleged release on or about March 22, 2005; (ii) alleged violations of RCRA, 42 U.S.C. § 6901 et seq., as alleged in inspection reports compiled by EPA following a RCRA inspection conducted at the Herculaneum Lead Smelter in June 2005 and MDNR following a RCRA inspection conducted at Herculaneum in May 2009, based on alleged past unauthorized treatment storage, and/or disposal of certain hazardous waste at the Herculaneum Lead Smelter, failure to comply with applicable hazardous waste generator requirements at the Herculaneum Lead Smelter, and failure to comply with applicable used oil management requirements at the Herculaneum Lead Smelter; (iii) alleged violations of RCRA, 42 U.S.C. § 6901 et seq., based on violations alleged in inspection reports compiled by EPA following a RCRA inspection conducted at the Herculaneum Lead Smelter in June 2005 and MDNR following a RCRA inspection conducted at Herculaneum in May 2009; and (iv) violations of any corresponding state or local laws or regulations arising out of any acts or omissions by Doe Run which formed the basis for such alleged CERCLA, EPCRA, and RCRA violations;

e. Liability Resolution Regarding Claims Alleged at the Buick Mine/Mill. Entry of this Consent Decree shall resolve all civil liability of Doe Run to the Plaintiffs

for the following alleged past violations: (i) alleged violations of Title V of the CAA and the Missouri SIP based on an alleged past failure to submit accurate emissions inventory questionnaires for Buick Mine/Mill and to comply with the Buick Mine/Mill Part 70 Operating Permit No. OP2003-011 requirements to install pressure drop monitors for emission units EU0020 and EU0030 and notify the State when the wet cyclones for emission unit EU0010 were removed in 2005; (ii) alleged violations of RCRA, 42 U.S.C. § 6901 et seq., as alleged in inspection reports compiled by EPA following a multi-media inspection conducted at Buick Mine/Mill in February 2006, based on alleged past unauthorized treatment storage, and/or disposal of certain hazardous waste at Buick Mine/Mill, unauthorized transportation of hazardous waste from Buick Mine/Mill to Buick Resource Recycling Facility, failure to comply with applicable hazardous waste generator requirements at Buick Mine/Mill, failure to complete hazardous waste determinations for all solid waste generated at Buick Mine/Mill, and failure to comply with applicable used oil management requirements at Buick Mine/Mill; (iii) alleged violations of RCRA, 42 U.S.C. § 6901 et seq., the CWA 33 U.S.C. § 1251 et seq., the CAA 42 U.S.C. § 7401 et seq., and EPCRA Section 313, 42 U.S.C. § 11023 based on violations alleged in inspection reports compiled by EPA following a multi-media inspection conducted at Buick Mine/Mill in February 2006; and (iv) violations of any corresponding state or local laws or regulations arising out of any acts or omissions by Doe Run which formed the basis for such alleged CAA, CWA, EPCRA, and RCRA violations;

f. Liability Resolution Regarding RCRA Claims Alleged at Buick Resource Recycling Facility. Entry of this Consent Decree shall resolve all civil liability of Defendants to the Plaintiffs for the following alleged past violations: (i) alleged violations of RCRA, 42 U.S.C. § 6901 et seq., as alleged in inspection reports compiled by EPA following a RCRA inspection conducted at the Buick Resource Recycling Facility in March 2009 and by MDNR following RCRA inspections conducted at the Buick Resource Recycling Facility in September, November, and December of 2009, based on a failure to properly label hazardous waste containers at the Buick Resource Recycling Facility, a failure to complete hazardous waste determinations for all solid waste generated at the Buick Resource Recycling Facility, and a failure to comply with Buick Resource Recycling Facility Hazardous Waste Management Facility, Part I Permit Number MOD059200089 Special Permit Conditions I.G.1, III.B.3, III.C.1, III.C.5, III.C.6.a, III.C.8.a, III.C.8.c, III.C.9, III.C.12, VI.A., VI.C.10, Schedule of Compliance Provision I.F, and the requirement to construct and operate the facility in accordance with section F.3.5 (Leak Detection Liquid Collection and Removal System) of the final permit application; (ii) alleged violations of RCRA, 42 U.S.C. § 6901 et seq., based on violations alleged in inspection reports compiled by EPA following a RCRA inspection conducted at the Buick Resource Recycling Facility in March 2009 and by MDNR following RCRA inspections conducted at the Buick Resource Recycling Facility in September, November, and December of 2009; and (iii) violations of any corresponding

state or local laws or regulations arising out of any acts or omissions by Doe Run which formed the basis for such alleged RCRA violations;

g. Liability Resolution Regarding CWA Claims Alleged at Several Facilities: Entry of this Consent Decree shall resolve all civil liability of Defendants to the Plaintiffs for the following alleged past violations: (i) alleged past violations of the CWA 33 U.S.C. § 1251 et seq., at Brushy Creek Mine/Mill, Buick Mine/Mill, Buick Resource Recycling Facility, Fletcher Mine/Mill, Glover Lead Smelter, Herculaneum Lead Smelter, Viburnum Mine/Mill, Viburnum #35 Mine/Mill, West Fork Unit Facility based on alleged discharges of pollutants in excess of allowable permit limits to navigable waters of the United States and alleged failures to conduct required effluent monitoring and/or submit complete accurate DMRs, as listed in the table of alleged violations attached as Appendix K (Clean Water Act Alleged Effluent Violations and Alleged WET Violations); (ii) alleged past violations of the CWA 33 U.S.C. § 1251 et seq., based on violations alleged in inspection reports compiled by EPA following CWA inspections conducted at Brushy Creek Mine/Mill in August 2006, Buick Mine/Mill in February and March 2005, Fletcher Mine/Mill in August 2006, Glover Lead Smelter and Doe Run/ASARCO Slag Piles in July 2008, Herculaneum Lead Smelter in March 2007, and West Fork Unit Facility in February 2005 and by MDNR following CWA inspections conducted at Glover Lead Smelter and West Fork Unit Facility in April 2010; and (iii) violations of any corresponding state or local laws or regulations arising out of any acts or omissions by Doe Run which formed the basis for such alleged CWA violations;

h. Liability Resolution Regarding Claims Alleged in Certain NOVs/FOVs. Entry of this Consent Decree shall resolve all civil liability of Doe Run to the Plaintiffs for the alleged past violations set forth in: (i) the March 9, 2010, Notice of Violation and Finding of Violation EPA issued to Doe Run alleging violations of the CAA and the Missouri SIP at the Herculaneum Lead Smelter and the Buick Mine/Mill; and (ii) the January 11, 2008 Notice of Violation MDNR issue to Doe Run alleged violations of the CAA NESHAPs at the Herculaneum Lead Smelter.

234. Claims Based on Violations in EPA's September 2008 Transportation AOC Inspection Report. Satisfaction of the requirements in Section IV (Civil Penalty) and Section XI (Transportation Order) of this Consent Decree shall resolve Doe Run's civil and administrative liability to the United States arising out of the violations alleged in the Complaint as specified in EPA's September 2008 Transportation AOC Inspection Report and attachments thereto. Notwithstanding the resolution of liability in Paragraphs 233 and 234, the release of liability by the United States to Doe Run for claims arising out of the alleged violations specified in EPA's September 2008 Transportation AOC Inspection Report shall be rendered void if Doe Run materially fails to comply with the obligations and requirements of Section IV (Civil Penalty) and Section XI (Transportation Order) of this Consent Decree; provided, however, that the release in this Paragraph shall not be rendered void if Doe Run remedies such failure and pays any stipulated penalties due as a result of such material failure.

235. The Plaintiffs covenant not to sue Defendants for civil claims that could be asserted for each violation of an effluent limit, monitoring or reporting requirement where there

is an alternative effluent limit, monitoring or reporting requirement established pursuant to Section VII, Subsection I (Schedule for Compliance With Missouri State Operating Permits) of this Consent Decree and Appendix B (MSOP Alternative Effluent Limitations and Compliance Deadlines) for the CWA Facilities, as may be modified pursuant to Paragraph 104 above, that occurs from the Lodging Date of this Consent Decree until the deadlines set forth pursuant to Section VII, Subsection I (Schedule for Compliance With Missouri State Operating Permits) and Appendix B (MSOP Alternative Effluent Limitations and Compliance Deadlines), when Defendants are in compliance with that alternative effluent limit, monitoring, or reporting requirement.

236. The Plaintiffs reserve, and this Consent Decree is without prejudice to, all rights against Defendants with respect to all matters not expressly included within Plaintiffs' covenant not to sue. Notwithstanding any other provision of this Consent Decree, the United States and State reserve all rights against Defendants with respect to:

a. Claims based on a failure by Defendants to meet any requirement of this Consent Decree;

b. Criminal liability; and

c. Liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

237. The resolution of the Plaintiffs' civil claims as set forth in Paragraphs 232 through 233 is expressly conditioned upon substantial completion and satisfactory performance of the requirements set forth in this Consent Decree, including the Appendices hereto. The United

States reserves all legal and equitable remedies available to enforce the provisions of this Consent Decree independently and jointly with the State, except as expressly stated in Paragraphs 232 through 235. With the exception of the obligations set forth in Section XI (Transportation Order) of this Consent Decree, the State reserves all legal and equitable remedies available to enforce the provisions of this Consent Decree independently and jointly with the United States, except as expressly stated in Paragraphs 232 through 235. This Consent Decree shall not be construed to limit the rights of the United States or the State to obtain penalties or injunctive relief under the CAA, CWA, RCRA, EPCRA, CERCLA, or implementing regulations, or under other federal or state laws, regulations, or permit conditions, except as expressly specified in Paragraphs 232 through 235.

238. The Plaintiffs further reserve all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by the Doe Run Facilities, whether related to the violations addressed in this Consent Decree or otherwise.

239. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, civil penalties, or other appropriate relief relating to the Doe Run Facilities subject to this Consent Decree, Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding

were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraphs 233 through 235 of this Section.

240. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Defendants are responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; and Defendants' compliance with this Consent Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States and the State do not, by their consent to the entry of this Consent Decree, warrant or aver in any manner that Defendants' compliance with any aspect of this Consent Decree will result in compliance with provisions of the CAA, CWA, CAA, RCRA, CERCLA, or EPCRA, or with any other provisions of federal, State, or local laws, regulations, or permits.

241. Defendants hereby relinquish their rights under State and federal law to appeal and/or challenge any provision in a CWA Facility MSOP regarding the matters addressed by, and time periods of permit issuance covered in, Section VII (Clean Water Act Permits: Resolution of Missouri State Operating Permit Appeals and Compliance Deadlines) above, but reserve any and all rights to request a modification of the provisions of any CWA Facility MSOP not addressed by Section VII (Clean Water Act Permits: Resolution of Missouri State Operating Permit Appeals and Compliance Deadlines) above, and to request a modification of, or appeal and/or contest of, the provisions of any Future MSOP not addressed by Section VII (Clean Water Act Permits: Resolution of Missouri State Operating Permit Appeals and Compliance Deadlines)

above, and to appeal and/or contest the provisions of any CWA Facility MSOP issued after the date of Termination of this Consent Decree pursuant to Section XXVII (Termination).

242. Defendants shall not object to MDNR's jurisdiction to issue new MSOPs for the CWA Facilities. Defendants nevertheless reserve any and all rights to object to and/or contest the substantive requirements of any MSOP to be issued by MDNR following termination of this Consent Decree pursuant to Section XXVII (Termination) or to appeal or challenge any provision of a MSOP for a MSOP not addressed by the provisions of Section VII (Clean Water Act Permits: Resolution of Missouri State Operating Permit Appeals and Compliance Deadlines).

243. Except as provided in Paragraphs 239, 241, and 242, Defendants reserve any defenses or arguments that may be available to it in resisting or defending against any action or proceeding that may be brought by the United States or the State under any of the rights or authorities reserved by the Plaintiffs under this Consent Decree or otherwise.

244. This Consent Decree does not limit or affect the rights of Defendants or of the United States or the State against any third parties, not party to this Consent Decree, nor does it limit the rights of third parties, not party to this Consent Decree, against Defendants, except as otherwise provided by law.

245. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

XXII. COSTS

246. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States and the State shall be entitled to collect the costs (including

attorneys' fees) incurred in any action necessary to collect any portion of the civil penalty or any stipulated penalties due but not paid by Defendants.

XXIII. NOTICES

247. Unless otherwise specified herein, whenever notifications, submissions, or communications, hereafter referred to generally as "notices", are required by this Consent Decree, they shall be made in writing and addressed as follows:

To the United States (in addition to the EPA addresses below):

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611 Ben Franklin Station
Washington, D.C. 20044-7611
Re: DOJ No. 90-5-2-1-0370/1

To EPA:
Chief, Waste Enforcement and Materials Management Branch
Air and Waste Management Division
U.S. Environmental Protection Agency
Region 7
901 N. 5th Street
Kansas City, KS 66101
Facsimile: 913-551-7201

and

Office of Regional Counsel
U.S. Environmental Protection Agency
Region 7
901 N. 5th Street
Kansas City, KS 66101
Facsimile: 913-551-7925

With electronic copy to: Sanders.Steven@epa.gov and Toensing.Donald@epa.gov

To the State or MDNR:
Director, Division of Environmental Quality
Missouri Department of Natural Resources
1101 Riverside Drive
P.O. Box 899
Jefferson City, Missouri 65102
Facsimile: (573) 751-9277

With electronic copy to: leanne.tippett.mosby@dnr.mo.gov and betsy.crawford@dnr.mo.gov

To Defendants:
Stacy Stotts
Partner
Stinson Morrison Hecker LLP
1201 Walnut Street, Suite 2900
Kansas City, MO 64106-2150

Louis J. Marucheau
The Doe Run Company
Vice President Law and Assistant Secretary
1801 Park 270 Drive, Suite 300
St. Louis, Missouri 63146

Aaron W. Miller
The Doe Run Company
Environmental Management Coordinator
881 Main St.
Herculaneum, MO 63048

With electronic copy to: sstotts@stinson.com, lmarucheau@doerun.com, and amiller@doerun.com

248. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

249. Unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing, all notices submitted pursuant to this Section shall be sent by certified registered mail and deemed submitted upon mailing.

XXIV. EFFECTIVE DATE

250. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket; provided, however, that Defendants hereby agree that they shall be bound to perform duties scheduled to occur prior to the Effective Date. In the event the United States withdraws or withholds consent to this Consent Decree before entry, or the Court declines to enter the Consent Decree, then the preceding requirement to perform duties scheduled to occur before the Effective Date shall terminate.

XXV. RETENTION OF JURISDICTION

251. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections XIX (Dispute Resolution) and XXVI (Modification), or effectuating or enforcing compliance with the terms of this Decree.

XXVI. MODIFICATION

252. The terms of this Consent Decree, including any attached appendices, may be modified only by a subsequent written agreement signed by all of the Parties. Where the modification constitutes a material change to this Decree, it shall be effective only upon approval by the Court. For purposes of this Consent Decree, non-material modifications shall include, but are not limited to the frequency of reporting obligations and modifications to schedules that do not extend final dates for compliance with emissions limitations or effluent limitations, provided that such changes are agreed upon in writing between EPA and MDNR. A Party's refusal to agree to a modification of this Consent Decree shall not be subject to dispute resolution or judicial review.

253. Application for construction grants, State Revolving Loan Funds, or any other grants or loans, or other delays caused by inadequate facility planning or plans and specifications on the part of Defendants shall not be cause for extension of any required compliance date in this Consent Decree.

XXVII. TERMINATION

254. Partial Termination.

a. Partial Termination for Shorter Term Obligations. After Defendants have completed the requirements of Section V (Compliance Requirements: Clean Air Act), Section VI (Compliance Requirements: Clean Water Act), Section VII (Clean Water Act Permits: Resolution of Missouri State Operating Permit Appeals and Compliance Deadlines), Section VIII (Compliance Requirements: RCRA), the Enclosure of Lead

Concentrate Storage and Handling provisions in Section XIV (Additional Injunctive Relief), Section XV (Environmental Mitigation Projects), and the applicable provisions of Section XIII (Compliance Requirements: Permits); have thereafter maintained compliance with each of those requirements for a period of at least one year; and have paid the civil penalty and any accrued stipulated penalties as required by this Consent Decree, Defendants may serve upon the Plaintiffs a Request for Partial Termination, stating that Defendants have satisfied those requirements, together with all necessary supporting documentation. If the United States, after consultation with the State, agrees that the Decree may be partially terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating those provisions of the Decree.

b. Partial Termination for Longer Term Obligations. After Defendants have completed the requirements of Section IX (Site Remediation – Herculaneum), the Herculaneum Financial Assurances provisions in Section X (Financial Assurance), and the Stream Mitigation provisions in Section XIV (Additional Injunctive Relief); have thereafter maintained compliance with each of those requirements for a period of at least one year; have paid any accrued stipulated penalties as required by this Consent Decree; and have satisfied all of the requirements for partial termination pursuant to Paragraph 254.a, Defendants may serve upon the Plaintiffs a Request for Partial Termination, stating that Defendants have satisfied those requirements, together with all necessary supporting documentation. If the United States, after consultation with the State, agrees that the

Decree may be partially terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating those provisions of the Decree.

255. Complete Termination. After Defendants have completed the requirements of Sections V through XI of this Decree, have complied with all other requirements of this Consent Decree, including those relating to the projects required by Sections XIV (Additional Injunctive Relief) and XV (Environmental Mitigation Projects) of this Consent Decree, and have paid the civil penalty and any accrued stipulated penalties as required by this Consent Decree, Defendants may serve upon the Plaintiffs a Request for Complete Termination, stating that Defendants have satisfied those requirements, together with all necessary supporting documentation. If the United States, after consultation with the State, agrees that the Decree may be terminated in whole, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Decree.

256. If the United States, after consultation with the State, does not agree that the Decree may be terminated as a whole or in part, Defendants may invoke Dispute Resolution under Section XIX (Dispute Resolution) of this Decree. However, Defendants shall not seek Dispute Resolution of any dispute regarding termination, under Paragraph 218 of Section XIX (Dispute Resolution), until one hundred twenty (120) Days after service of its Request for Termination.

XXVIII. PUBLIC PARTICIPATION

257. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the

Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. This Consent Decree is also subject to the opportunity for a public meeting in the affected area requirement in accordance with RCRA Section 7003(d), 42 U.S.C. § 6973(d). Defendants consent to entry of this Consent Decree without further notice and agree not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless the United States has notified Defendants in writing that it no longer supports entry of the Decree.

XXIX. SIGNATORIES/SERVICE

258. Each undersigned representative of Defendants, the State of Missouri, and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.

259. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Defendants agree to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

XXX. INTEGRATION

260. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree and

supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. Other than deliverables that are subsequently submitted and approved pursuant to this Decree, no other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Decree or the settlement it represents, nor shall it be used in construing the terms of this Decree.

XXXI. FINAL JUDGMENT

261. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States, the State, and Defendants.

XXXII. APPENDICES

262. The following appendices are attached to and part of this Consent Decree:

"Appendix A" is the spreadsheet for tracking compliance with interim milestones;

"Appendix B" are the MSOP Alternative Effluent Limitations and Compliance Deadlines;

"Appendix C" is the Storm Water Pollution Prevention Plans ("SWPPP") Guidance;

"Appendix D" are the tables listing the Resolution of Permit Appeal Issues for Clean Water Act Facility MSOPs;

"Appendix E" is the Financial Assurance for Herculaneum Lead Smelter Facility;

"Appendix F" is the Trust Agreement for the Herculaneum Lead Smelter Facility;

"Appendix G" is the Financial Assurance for the Mine/Mill Facilities;

"Appendix H" is the Enclosure of Lead Concentrate Storage and Handling;

"Appendix I" is the Statement of Work for Bee Fork Creek Mitigation; and

"Appendix J" is the Environmental Mitigation Projects;

"Appendix K" are the lists of Clean Water Act Alleged Effluent Violations and Alleged WET Violations; and

"Appendix L" is the Trust Agreement for Mine/Mill Facilities.

Dated and entered this 21st day of December, 2011 ~~2010~~.

John C. Hamilton

UNITED STATES DISTRICT COURT JUDGE
Eastern District of Missouri

FOR PLAINTIFF UNITED STATES OF AMERICA:

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United States Environmental Protection Agency

ADAM M. KUSHNER
Director, Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency

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9/17/10

FOR THE MISSOURI DEPARTMENT OF NATURAL RESOURCES:

DAVIS D. MINTON
Deputy Director for Operations
P.O. Box 176
Jefferson City, MO 65102

FOR DEFENDANTS THE DOE RUN RESOURCES CORPORATION, THE DOE RUN RESOURCES CORPORATION D/B/A THE DOE RUN COMPANY:

JERRY L. PYATT
Vice President-Domestic Operations
and Chief Operating Officer
The Doe Run Resources Corporation
1801 Park 270 Drive, Suite 300
St. Louis, Missouri 63146

FOR DEFENDANT THE BUICK RESOURCE RECYCLING FACILITY, LLC:

JERRY L. PYATT
Chief Operating Officer
The Buick Resource Recycling Facility LLC
1801 Park 270 Drive, Suite 300
St. Louis, Missouri 63146

Appendix D
Aquila – Sibley Plant
Documentation

- **Sibley No OP Required Letter**
- **Sibley Unit 1 EPA Retirement Form**
- **Sibley Unit 2 EPA Retirement Form**
- **Sibley Unit 3 EPA Retirement Form**

Missouri Department of NATURAL RESOURCES
dnr.mo.gov
Michael L. Parson, Governor
Carol S. Comer, Director

MAR 1 3 2019

Ms. Stephanie Hirner
KCP&L – Sibley Generating Station
33200 E. Johnson Road
Sibley, MO 64141

RE: Operating Permit Termination
Project Number: 2017-08-054, Installation ID: 095-0031

Dear Ms. Hirner:

The Air Pollution Control Program is in receipt of your Part 70 Operating Permit application for the coal power plant located at 33200 E. Johnson Road. During the review of this permit application it has been determined that this installation is no longer required to obtain an operating permit. The Air Pollution Control Program was notified that the installation retired the coal-fired electric generating units at the end of December 2018. As a result, the potential emissions are below the major source thresholds, so the installation is no longer required to obtain an operating permit.

The installation plans to dismantle and remove all equipment on-site. However, KCP&L plans to continue to use the waste landfill for the disposal of off-site coal combustion by-products (CCB). This landfill is a fugitive source of emissions. The installation was previously a Named Installation per 10 CSR 10-6.020; the shutdown of the equipment that made it a Named Installation results in its reclassification to not being a Named Installation. Because of this reclassification, fugitive emissions no longer count towards operating permit applicability.

The following table shows the facility's non-fugitive potential to emit (PTE) and the major source threshold for each of these pollutants. All figures are in tons per year (tpy). See the last page for a list of emission sources which currently remain operational at the site and were incorporated into the PTE table below.

Pollutant	Potential Emission Rate[3]	Major Source Threshold
PM_{10}[1]	25.77	100
$PM_{2.5}$[2]	25.77	100
Sulfur Oxides	0.00	100
Nitrogen Oxides	6.65	100
Carbon Monoxide	1.76	100
Volatile Organic Compounds	0.17	100
Hazardous Air Pollutants	0.00	25

[1]PM_{10} - particulate matter less than 10 microns in diameter
[2]$PM_{2.5}$ - particulate matter less than 2.5 microns in diameter
[3]Does not include emissions from Parts Washers, Miscellaneous Gasoline, Diesel, and Fuel Tanks, and various tanks and drums for storing various oils. These emission sources are not expected to contribute significant VOC and HAP emissions to classify it as a major source of emissions. These sources are also expected to be removed in the coming months.

As of this letter, this installation has been reclassified as no longer being required to obtain an operating permit. OP2012-056 and its amendments have been terminated. 10 CSR 10-6.110 *Reporting Emission Data, Emission Fees, and Process Information* still applies due to having applicable construction permits. The facility remains obligated to meet all applicable air pollution control rules, Department of Natural Resources' rules, and any other applicable federal, state, or local agency regulations.

If KCP&L chooses to shut down all operation on-site (i.e., use of the waste landfill, etc.), please contact the Air Pollution Control Program so this installation can be reclassified as inactive. If the installation is classified as inactive, you would no longer be required to submit EIQs as required by 10 CSR 10-6.110. A copy of this letter should be kept at the installation and be made available to Department of Natural Resources' personnel upon verbal request. If you have any questions regarding this determination, please contact Michael Stansfield at the Department's Air Pollution Control Program, P.O. Box 176, Jefferson City, MO 65102, or by telephone at (573) 751-4817. Thank you for your time and attention to this matter.

Sincerely,

AIR POLLUTION CONTROL PROGRAM

Kendall B. Hale

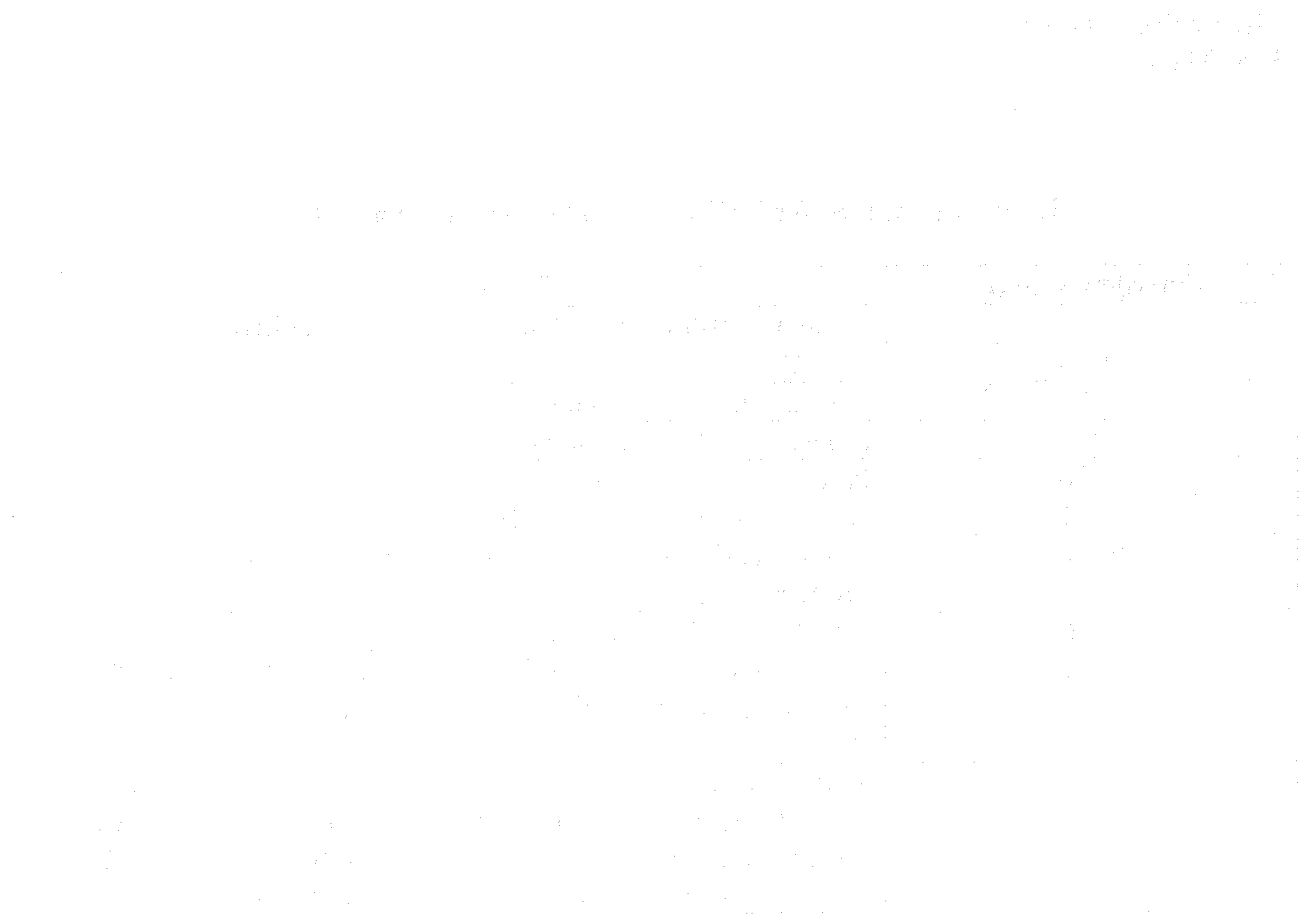
Kendall B. Hale
Permits Section Chief

KBH:kwj

c: PAMS File: 2017-08-054

Emission Sources for KCP&L – Sibley Generating Station

Emission Source	Description
-	Waste Landfill for fly ash and bottom ash (fugitive)
EP3A	Coal Conveyor #18
EP6	Fly Ash Handling System
EP7	Emergency Diesel Generator
EP10	Parts Washer (not in PTE)
EP11	Back-Up Diesel Fire Pump Engine
EP18	Hauling and Storage for Off-Site Coal Combustion By-Products (fugitive)
EP2	Coal Storage Pile (fugitive)
EP15	20,000 Gallon Coal Yard Diesel Tank, Installed Prior to 1984
-	Miscellaneous Gasoline, Diesel, and Fuel Oil Tanks (not in PTE)
-	Various tanks and drums for storing bearing oil, compressor fluid, diesel fuel supplement, hydraulic fluid, lube oil, mineral oil, silicon oil, solvent, transformer oil, turbine oil, and waste oil; largest is a lube oil tank at 15,000 gallons (not in PTE)



Retired Unit Exemption

For more information, see instructions and refer to 40 CFR 72.8, 97.405, 97.505, 97.605, 97.705 and 97.805, or a comparable state regulation, as applicable.

This submission is: ☑ **New** ☐ **Revised**

STEP 1

Identify the unit by plant (source) name, State, plant code and unit ID#.

Sibley	MO	2094	1
Plant (Source) Name	State	Plant Code	Unit ID#

STEP 2

Indicate the program(s) that the unit is subject to

☑ Acid Rain Program

☑ CSAPR NO_x Annual Trading Program

☑ CSAPR NO_x Ozone Season Trading Program

☑ CSAPR SO_2 Annual Trading Program

STEP 3

Identify the date on which the unit was (or will be) permanently retired.

12/31/2018

STEP 4

If the unit is subject to the Acid Rain Program, identify the first full calendar year in which the unit meets (or will meet) the requirements of 40 CFR 72.8(d).

January 1, 2019

STEP 5

Read the appropriate special provisions.

Acid Rain Program Special Provisions

(1) A unit exempt under 40 CFR 72.8 shall not emit any sulfur dioxide and nitrogen oxides starting on the date that the exemption takes effect. The owners and operators of the unit will be allocated allowances in accordance with 40 CFR part 73 subpart B.

(2) A unit exempt under 40 CFR 72.8 shall not resume operation unless the designated representative of the source that includes the unit submits a complete Acid Rain permit application under 40 CFR 72.31 for the unit not less than 24 months prior to the date on which the unit is first to resume operation.

(3) The owners and operators and, to the extent applicable, the designated representative of a unit exempt under 40 CFR 72.8 shall comply with the requirements of the Acid Rain Program concerning all periods for which the exemption is not in effect, even if such requirements arise, or must be complied with, after the exemption takes effect.

(4) For any period for which a unit is exempt under 40 CFR 72.8, the unit is not an affected unit under the Acid Rain Program and 40 CFR part 70 and 71 and is not eligible to be an opt-in source under 40 CFR part 74. As an unaffected unit, the unit shall continue to be subject to any other applicable requirements under 40 CFR parts 70 and 71.

(5) For a period of 5 years from the date the records are created, the owners and operators of a unit exempt under 40 CFR 72.8 shall retain, at the source that includes the unit, records demonstrating that the unit is permanently retired. The 5-year period for keeping records may be extended for cause, at any time prior to the end of the period, in writing by the Administrator or the permitting authority. The owners and operators bear the burden of proof that the unit is permanently retired.

(6) On the earlier of the following dates, a unit exempt under 40 CFR 72.8(b) or (c) shall lose its exemption and become an affected unit under the Acid Rain Program and 40 CFR part 70 and 71: (i) the date on which the designated representative submits an Acid Rain permit application under paragraph (2); or (ii) the date on which the designated representative is required under paragraph (2) to submit an Acid Rain permit application. For the purpose of applying monitoring requirements under 40 CFR part 75, a unit that loses its exemption under 40 CFR 72.8 shall be treated as a new unit that commenced commercial operation on the first date on which the unit resumes operation.

CSAPR NO_X Annual Trading Program Special Provisions

(1) A unit exempt under 40 CFR 97.405 shall not emit any NO_X, starting on the date that the exemption takes effect.
(2) For a period of 5 years from the date the records are created, the owners and operators of a unit exempt under 40 CFR 97.405 shall retain, at the source that includes the unit, records demonstrating that the unit is permanently retired. The 5-year period for keeping records may be extended for cause, at any time before the end of the period, in writing by the Administrator. The owners and operators bear the burden of proof that the unit is permanently retired.
(3) The owners and operators and, to the extent applicable, the designated representative of a unit exempt under 40 CFR 97.405 shall comply with the requirements of the CSAPR NO_X Annual Trading Program concerning all periods for which the exemption is not in effect, even if such requirements arise, or must be complied with, after the exemption takes effect.
(4) A unit exempt under 40 CFR 97.405 shall lose its exemption on the first date on which the unit resumes operation. Such unit shall be treated, for purposes of applying allocation, monitoring, reporting, and recordkeeping requirements under 40 CFR part 97 subpart AAAAA, as a unit that commences commercial operation on the first date on which the unit resumes operation.

CSAPR NO_X Ozone Season Group 1 Trading Program Special Provisions

(1) A unit exempt under 40 CFR 97.505 shall not emit any NO_X, starting on the date that the exemption takes effect.
(2) For a period of 5 years from the date the records are created, the owners and operators of a unit exempt under 40 CFR 97.505 shall retain, at the source that includes the unit, records demonstrating that the unit is permanently retired. The 5-year period for keeping records may be extended for cause, at any time before the end of the period, in writing by the Administrator. The owners and operators bear the burden of proof that the unit is permanently retired.
(3) The owners and operators and, to the extent applicable, the designated representative of a unit exempt under 40 CFR 97.505 shall comply with the requirements of the CSAPR NO_X Ozone Season Group 1 Trading Program concerning all periods for which the exemption is not in effect, even if such requirements arise, or must be complied with, after the exemption takes effect.
(4) A unit exempt under 40 CFR 97.505 shall lose its exemption on the first date on which the unit resumes operation. Such unit shall be treated, for purposes of applying allocation, monitoring, reporting, and recordkeeping requirements under 40 CFR part 97 subpart BBBBB, as a unit that commences commercial operation on the first date on which the unit resumes operation.

CSAPR NO_X Ozone Season Group 2 Trading Program Special Provisions

(1) A unit exempt under 40 CFR 97.805 shall not emit any NO_X, starting on the date that the exemption takes effect.
(2) For a period of 5 years from the date the records are created, the owners and operators of a unit exempt under 40 CFR 97.805 shall retain, at the source that includes the unit, records demonstrating that the unit is permanently retired. The 5-year period for keeping records may be extended for cause, at any time before the end of the period, in writing by the Administrator. The owners and operators bear the burden of proof that the unit is permanently retired.
(3) The owners and operators and, to the extent applicable, the designated representative of a unit exempt under 40 CFR 97.805 shall comply with the requirements of the CSAPR NO_X Ozone Season Group 2 Trading Program concerning all periods for which the exemption is not in effect, even if such requirements arise, or must be complied with, after the exemption takes effect.
(4) A unit exempt under 40 CFR 97.805 shall lose its exemption on the first date on which the unit resumes operation. Such unit shall be treated, for purposes of applying allocation, monitoring, reporting, and recordkeeping requirements under 40 CFR part 97 subpart EEEEE, as a unit that commences commercial operation on the first date on which the unit resumes operation.

CSAPR SO_2 Group 1 Trading Program Special Provisions

(1) A unit exempt under 40 CFR 97.605 shall not emit any SO_2, starting on the date that the exemption takes effect.
(2) For a period of 5 years from the date the records are created, the owners and operators of a unit exempt under 40 CFR 97.605 shall retain, at the source that includes the unit, records demonstrating that the unit is permanently retired. The 5-year period for keeping records may be extended for cause, at any time before the end of the period, in writing by the Administrator. The owners and operators bear the burden of proof that the unit is permanently retired.
(3) The owners and operators and, to the extent applicable, the designated representative of a unit exempt under 40 CFR 97.605 shall comply with the requirements of the CSAPR SO_2 Group 1 Trading Program concerning all periods for which the exemption is not in effect, even if such requirements arise, or must be complied with, after the exemption takes effect.
(4) A unit exempt under 40 CFR 97.605 shall lose its exemption on the first date on which the unit resumes operation. Such unit shall be treated, for purposes of applying allocation, monitoring, reporting, and recordkeeping requirements under 40 CFR part 97 subpart CCCCC, as a unit that commences commercial operation on the first date on which the unit resumes operation.

CSAPR SO_2 Group 2 Trading Program Special Provisions

(1) A unit exempt under 40 CFR 97.705 shall not emit any SO_2, starting on the date that the exemption takes effect.
(2) For a period of 5 years from the date the records are created, the owners and operators of a unit exempt under 40 CFR 97.705 shall retain, at the source that includes the unit, records demonstrating that the unit is permanently retired. The 5-year period for keeping records may be extended for cause, at any time before the end of the period, in writing by the Administrator. The owners and operators bear the burden of proof that the unit is permanently retired.
(3) The owners and operators and, to the extent applicable, the designated representative of a unit exempt under 40 CFR 97.705 shall comply with the requirements of the CSAPR SO_2 Group 2 Trading Program concerning all periods for which the exemption is not in effect, even if such requirements arise, or must be complied with, after the exemption takes effect.
(4) A unit exempt under 40 CFR 97.705 shall lose its exemption on the first date on which the unit resumes operation. Such unit shall be treated, for purposes of applying allocation, monitoring, reporting, and recordkeeping requirements under 40 CFR part 97 subpart DDDDD, as a unit that commences commercial operation on the first date on which the unit resumes operation.

STEP 6
Read the statement of compliance and the appropriatecertification statements and sign and date.

Statement of Compliance
I certify that the unit identified above at STEP 1 was (or will be) permanently retired on the date identified at STEP 3 and will comply with the appropriate Special Provisions listed at STEP 5.

Certification (for designated representatives or alternate designated representatives only)
I am authorized to make this submission on behalf of the owners and operators of the source and unit for which the submission is made. I certify under penalty of law that I have personally examined, and am familiar with, the statements and information submitted in this document and all its attachments. Based on my inquiry of those individuals with primary responsibility for obtaining the information, I certify that the statements and information are to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false statements and information or omitting required statements and information, including the possibility of fine or imprisonment.

Name: **Duane Anstaett**	Title: **VP Generation Operations**
Owner Company Name: Kansas City Power & Light Company	
Phone: 816-654-1603	Email: Duane.Anstaett@kcpl.com
Signature: [signature]	Date: 01/11/2019

Certification (for certifying officials of units subject to the Acid Rain Program only)
I certify under penalty of law that I have personally examined, and am familiar with, the statements and information submitted in this document and all its attachments. Based on my inquiry of those individuals with primary responsibility for obtaining the information, I certify that the statements and information are to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false statements and information or omitting required statements and information, including the possibility of fine orimprisonment.

Name	Title
Owner Company Name	
Phone	Email
Signature	Date

Retired Unit Exemption

For more information, see instructions and refer to 40 CFR 72.8, 97.405, 97.505, 97.605, 97.705 and 97.805, or a comparable state regulation, as applicable.

This submission is: ☑ **New** ☐ **Revised**

STEP 1

Identify the unit by plant (source) name, State, plant code and unit ID#.

Sibley	MO	2094	2
Plant (Source) Name	State	Plant Code	Unit ID#

STEP 2

Indicate the program(s) that the unit is subject to

- ☑ Acid Rain Program
- ☑ CSAPR NO_x Annual Trading Program
- ☑ CSAPR NO_x Ozone Season Trading Program
- ☑ CSAPR SO_2 Annual Trading Program

STEP 3

Identify the date on which the unit was (or will be) permanently retired.

12/31/2018

STEP 4

If the unit is subject to the Acid Rain Program, identify the first full calendar year in which the unit meets (or will meet) the requirements of 40 CFR 72.8(d).

January 1, 2019

STEP 5

Read the appropriate special provisions.

Acid Rain Program Special Provisions

(1) A unit exempt under 40 CFR 72.8 shall not emit any sulfur dioxide and nitrogen oxides starting on the date that the exemption takes effect. The owners and operators of the unit will be allocated allowances in accordance with 40 CFR part 73 subpart B.

(2) A unit exempt under 40 CFR 72.8 shall not resume operation unless the designated representative of the source that includes the unit submits a complete Acid Rain permit application under 40 CFR 72.31 for the unit not less than 24 months prior to the date on which the unit is first to resume operation.

(3) The owners and operators and, to the extent applicable, the designated representative of a unit exempt under 40 CFR 72.8 shall comply with the requirements of the Acid Rain Program concerning all periods for which the exemption is not in effect, even if such requirements arise, or must be complied with, after the exemption takes effect.

(4) For any period for which a unit is exempt under 40 CFR 72.8, the unit is not an affected unit under the Acid Rain Program and 40 CFR part 70 and 71 and is not eligible to be an opt-in source under 40 CFR part 74. As an unaffected unit, the unit shall continue to be subject to any other applicable requirements under 40 CFR parts 70 and 71.

(5) For a period of 5 years from the date the records are created, the owners and operators of a unit exempt under 40 CFR 72.8 shall retain, at the source that includes the unit, records demonstrating that the unit is permanently retired. The 5-year period for keeping records may be extended for cause, at any time prior to the end of the period, in writing by the Administrator or the permitting authority. The owners and operators bear the burden of proof that the unit is permanently retired.

(6) On the earlier of the following dates, a unit exempt under 40 CFR 72.8(b) or (c) shall lose its exemption and become an affected unit under the Acid Rain Program and 40 CFR part 70 and 71: (i) the date on which the designated representative submits an Acid Rain permit application under paragraph (2); or (ii) the date on which the designated representative is required under paragraph (2) to submit an Acid Rain permit application. For the purpose of applying monitoring requirements under 40 CFR part 75, a unit that loses its exemption under 40 CFR 72.8 shall be treated as a new unit that commenced commercial operation on the first date on which the unit resumesoperation.

CSAPR NO_X Annual Trading Program Special Provisions

(1) A unit exempt under 40 CFR 97.405 shall not emit any NO_X, starting on the date that the exemption takes effect.
(2) For a period of 5 years from the date the records are created, the owners and operators of a unit exempt under 40 CFR 97.405 shall retain, at the source that includes the unit, records demonstrating that the unit is permanently retired. The 5-year period for keeping records may be extended for cause, at any time before the end of the period, in writing by the Administrator. The owners and operators bear the burden of proof that the unit is permanently retired.
(3) The owners and operators and, to the extent applicable, the designated representative of a unit exempt under 40 CFR 97.405 shall comply with the requirements of the CSAPR NO_X Annual Trading Program concerning all periods for which the exemption is not in effect, even if such requirements arise, or must be complied with, after the exemption takes effect.
(4) A unit exempt under 40 CFR 97.405 shall lose its exemption on the first date on which the unit resumes operation. Such unit shall be treated, for purposes of applying allocation, monitoring, reporting, and recordkeeping requirements under 40 CFR part 97 subpart AAAAA, as a unit that commences commercial operation on the first date on which the unit resumes operation.

CSAPR NO_X Ozone Season Group 1 Trading Program Special Provisions

(1) A unit exempt under 40 CFR 97.505 shall not emit any NO_X, starting on the date that the exemption takes effect.
(2) For a period of 5 years from the date the records are created, the owners and operators of a unit exempt under 40 CFR 97.505 shall retain, at the source that includes the unit, records demonstrating that the unit is permanently retired. The 5-year period for keeping records may be extended for cause, at any time before the end of the period, in writing by the Administrator. The owners and operators bear the burden of proof that the unit is permanently retired.
(3) The owners and operators and, to the extent applicable, the designated representative of a unit exempt under 40 CFR 97.505 shall comply with the requirements of the CSAPR NO_X Ozone Season Group 1 Trading Program concerning all periods for which the exemption is not in effect, even if such requirements arise, or must be complied with, after the exemption takes effect.
(4) A unit exempt under 40 CFR 97.505 shall lose its exemption on the first date on which the unit resumes operation. Such unit shall be treated, for purposes of applying allocation, monitoring, reporting, and recordkeeping requirements under 40 CFR part 97 subpart BBBBB, as a unit that commences commercial operation on the first date on which the unit resumes operation.

CSAPR NO_X Ozone Season Group 2 Trading Program Special Provisions

(1) A unit exempt under 40 CFR 97.805 shall not emit any NO_X, starting on the date that the exemption takes effect.
(2) For a period of 5 years from the date the records are created, the owners and operators of a unit exempt under 40 CFR 97.805 shall retain, at the source that includes the unit, records demonstrating that the unit is permanently retired. The 5-year period for keeping records may be extended for cause, at any time before the end of the period, in writing by the Administrator. The owners and operators bear the burden of proof that the unit is permanently retired.
(3) The owners and operators and, to the extent applicable, the designated representative of a unit exempt under 40 CFR 97.805 shall comply with the requirements of the CSAPR NO_X Ozone Season Group 2 Trading Program concerning all periods for which the exemption is not in effect, even if such requirements arise, or must be complied with, after the exemption takes effect.
(4) A unit exempt under 40 CFR 97.805 shall lose its exemption on the first date on which the unit resumes operation. Such unit shall be treated, for purposes of applying allocation, monitoring, reporting, and recordkeeping requirements under 40 CFR part 97 subpart EEEEE, as a unit that commences commercial operation on the first date on which the unit resumes operation.

CSAPR SO_2 Group 1 Trading Program Special Provisions

(1) A unit exempt under 40 CFR 97.605 shall not emit any SO_2, starting on the date that the exemption takes effect.
(2) For a period of 5 years from the date the records are created, the owners and operators of a unit exempt under 40 CFR 97.605 shall retain, at the source that includes the unit, records demonstrating that the unit is permanently retired. The 5-year period for keeping records may be extended for cause, at any time before the end of the period, in writing by the Administrator. The owners and operators bear the burden of proof that the unit is permanently retired.
(3) The owners and operators and, to the extent applicable, the designated representative of a unit exempt under 40 CFR 97.605 shall comply with the requirements of the CSAPR SO_2 Group 1 Trading Program concerning all periods for which the exemption is not in effect, even if such requirements arise, or must be complied with, after the exemption takes effect.
(4) A unit exempt under 40 CFR 97.605 shall lose its exemption on the first date on which the unit resumes operation. Such unit shall be treated, for purposes of applying allocation, monitoring, reporting, and recordkeeping requirements under 40 CFR part 97 subpart CCCCC, as a unit that commences commercial operation on the first date on which the unit resumes operation.

CSAPR SO_2 Group 2 Trading Program Special Provisions

(1) A unit exempt under 40 CFR 97.705 shall not emit any SO_2, starting on the date that the exemption takes effect.
(2) For a period of 5 years from the date the records are created, the owners and operators of a unit exempt under 40 CFR 97.705 shall retain, at the source that includes the unit, records demonstrating that the unit is permanently retired. The 5-year period for keeping records may be extended for cause, at any time before the end of the period, in writing by the Administrator. The owners and operators bear the burden of proof that the unit is permanently retired.
(3) The owners and operators and, to the extent applicable, the designated representative of a unit exempt under 40 CFR 97.705 shall comply with the requirements of the CSAPR SO_2 Group 2 Trading Program concerning all periods for which the exemption is not in effect, even if such requirements arise, or must be complied with, after the exemption takes effect.
(4) A unit exempt under 40 CFR 97.705 shall lose its exemption on the first date on which the unit resumes operation. Such unit shall be treated, for purposes of applying allocation, monitoring, reporting, and recordkeeping requirements under 40 CFR part 97 subpart DDDDD, as a unit that commences commercial operation on the first date on which the unit resumes operation.

STEP 6
Read the statement of compliance and the appropriatecertification statements and sign and date.

Statement of Compliance
I certify that the unit identified above at STEP 1 was (or will be) permanently retired on the date identified at STEP 3 and will comply with the appropriate Special Provisions listed at STEP 5.

Certification (for designated representatives or alternate designated representatives only)
I am authorized to make this submission on behalf of the owners and operators of the source and unit for which the submission is made. I certify under penalty of law that I have personally examined, and am familiar with, the statements and information submitted in this document and all its attachments. Based on my inquiry of those individuals with primary responsibility for obtaining the information, I certify that the statements and information are to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false statements and information or omitting required statements and information, including the possibility of fine or imprisonment.

Duane Anstaett Name	**VP Generation Operations** Title
Kansas City Power & Light Company Owner Company Name	
816-654-1603 Phone	Duane.Anstaett@kcpl.com Email
Signature 	01/11/2019 Date

Certification (for certifying officials of units subject to the Acid Rain Program only)
I certify under penalty of law that I have personally examined, and am familiar with, the statements and information submitted in this document and all its attachments. Based on my inquiry of those individuals with primary responsibility for obtaining the information, I certify that the statements and information are to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false statements and information or omitting required statements and information, including the possibility of fine orimprisonment.

Name	Title
Owner Company Name	
Phone	Email
Signature	Date

Retired Unit Exemption

For more information, see instructions and refer to 40 CFR 72.8, 97.405, 97.505, 97.605, 97.705 and 97.805, or a comparable state regulation, as applicable.

This submission is: ☑ **New** ☐ **Revised**

STEP 1

Identify the unit by plant (source) name, State, plant code and unit ID#.

Sibley	MO	2094	3
Plant (Source) Name	State	Plant Code	Unit ID#

STEP 2

Indicate the program(s) that the unit is subject to

- ☑ Acid Rain Program
- ☑ CSAPR NO_x Annual Trading Program
- ☑ CSAPR NO_x Ozone Season Trading Program
- ☑ CSAPR SO_2 Annual Trading Program

STEP 3

Identify the date on which the unit was (or will be) permanently retired.

12/31/2018

STEP 4

If the unit is subject to the Acid Rain Program, identify the first full calendar year in which the unit meets (or will meet) the requirements of 40 CFR 72.8(d).

January 1, 2019

STEP 5

Read the appropriate special provisions.

Acid Rain Program Special Provisions

(1) A unit exempt under 40 CFR 72.8 shall not emit any sulfur dioxide and nitrogen oxides starting on the date that the exemption takes effect. The owners and operators of the unit will be allocated allowances in accordance with 40 CFR part 73 subpart B.
(2) A unit exempt under 40 CFR 72.8 shall not resume operation unless the designated representative of the source that includes the unit submits a complete Acid Rain permit application under 40 CFR 72.31 for the unit not less than 24 months prior to the date on which the unit is first to resume operation.
(3) The owners and operators and, to the extent applicable, the designated representative of a unit exempt under 40 CFR 72.8 shall comply with the requirements of the Acid Rain Program concerning all periods for which the exemption is not in effect, even if such requirements arise, or must be complied with, after the exemption takes effect.
(4) For any period for which a unit is exempt under 40 CFR 72.8, the unit is not an affected unit under the Acid Rain Program and 40 CFR part 70 and 71 and is not eligible to be an opt-in source under 40 CFR part 74. As an unaffected unit, the unit shall continue to be subject to any other applicable requirements under 40 CFR parts 70 and 71.
(5) For a period of 5 years from the date the records are created, the owners and operators of a unit exempt under 40 CFR 72.8 shall retain, at the source that includes the unit, records demonstrating that the unit is permanently retired. The 5-year period for keeping records may be extended for cause, at any time prior to the end of the period, in writing by the Administrator or the permitting authority. The owners and operators bear the burden of proof that the unit is permanently retired.
(6) On the earlier of the following dates, a unit exempt under 40 CFR 72.8(b) or (c) shall lose its exemption and become an affected unit under the Acid Rain Program and 40 CFR part 70 and 71: (i) the date on which the designated representative submits an Acid Rain permit application under paragraph (2); or (ii) the date on which the designated representative is required under paragraph (2) to submit an Acid Rain permit application. For the purpose of applying monitoring requirements under 40 CFR part 75, a unit that loses its exemption under 40 CFR 72.8 shall be treated as a new unit that commenced commercial operation on the first date on which the unit resumesoperation.

CSAPR NO_X Annual Trading Program Special Provisions

(1) A unit exempt under 40 CFR 97.405 shall not emit any NO_X, starting on the date that the exemption takes effect.
(2) For a period of 5 years from the date the records are created, the owners and operators of a unit exempt under 40 CFR 97.405 shall retain, at the source that includes the unit, records demonstrating that the unit is permanently retired. The 5-year period for keeping records may be extended for cause, at any time before the end of the period, in writing by the Administrator. The owners and operators bear the burden of proof that the unit is permanently retired.
(3) The owners and operators and, to the extent applicable, the designated representative of a unit exempt under 40 CFR 97.405 shall comply with the requirements of the CSAPR NO_X Annual Trading Program concerning all periods for which the exemption is not in effect, even if such requirements arise, or must be complied with, after the exemption takes effect.
(4) A unit exempt under 40 CFR 97.405 shall lose its exemption on the first date on which the unit resumes operation. Such unit shall be treated, for purposes of applying allocation, monitoring, reporting, and recordkeeping requirements under 40 CFR part 97 subpart AAAAA, as a unit that commences commercial operation on the first date on which the unit resumes operation.

CSAPR NO_X Ozone Season Group 1 Trading Program Special Provisions

(1) A unit exempt under 40 CFR 97.505 shall not emit any NO_X, starting on the date that the exemption takes effect.
(2) For a period of 5 years from the date the records are created, the owners and operators of a unit exempt under 40 CFR 97.505 shall retain, at the source that includes the unit, records demonstrating that the unit is permanently retired. The 5-year period for keeping records may be extended for cause, at any time before the end of the period, in writing by the Administrator. The owners and operators bear the burden of proof that the unit is permanently retired.
(3) The owners and operators and, to the extent applicable, the designated representative of a unit exempt under 40 CFR 97.505 shall comply with the requirements of the CSAPR NO_X Ozone Season Group 1 Trading Program concerning all periods for which the exemption is not in effect, even if such requirements arise, or must be complied with, after the exemption takes effect.
(4) A unit exempt under 40 CFR 97.505 shall lose its exemption on the first date on which the unit resumes operation. Such unit shall be treated, for purposes of applying allocation, monitoring, reporting, and recordkeeping requirements under 40 CFR part 97 subpart BBBBB, as a unit that commences commercial operation on the first date on which the unit resumes operation.

CSAPR NO_X Ozone Season Group 2 Trading Program Special Provisions

(1) A unit exempt under 40 CFR 97.805 shall not emit any NO_X, starting on the date that the exemption takes effect.
(2) For a period of 5 years from the date the records are created, the owners and operators of a unit exempt under 40 CFR 97.805 shall retain, at the source that includes the unit, records demonstrating that the unit is permanently retired. The 5-year period for keeping records may be extended for cause, at any time before the end of the period, in writing by the Administrator. The owners and operators bear the burden of proof that the unit is permanently retired.
(3) The owners and operators and, to the extent applicable, the designated representative of a unit exempt under 40 CFR 97.805 shall comply with the requirements of the CSAPR NO_X Ozone Season Group 2 Trading Program concerning all periods for which the exemption is not in effect, even if such requirements arise, or must be complied with, after the exemption takes effect.
(4) A unit exempt under 40 CFR 97.805 shall lose its exemption on the first date on which the unit resumes operation. Such unit shall be treated, for purposes of applying allocation, monitoring, reporting, and recordkeeping requirements under 40 CFR part 97 subpart EEEEE, as a unit that commences commercial operation on the first date on which the unit resumes operation.

CSAPR SO_2 Group 1 Trading Program Special Provisions

(1) A unit exempt under 40 CFR 97.605 shall not emit any SO_2, starting on the date that the exemption takes effect.
(2) For a period of 5 years from the date the records are created, the owners and operators of a unit exempt under 40 CFR 97.605 shall retain, at the source that includes the unit, records demonstrating that the unit is permanently retired. The 5-year period for keeping records may be extended for cause, at any time before the end of the period, in writing by the Administrator. The owners and operators bear the burden of proof that the unit is permanently retired.
(3) The owners and operators and, to the extent applicable, the designated representative of a unit exempt under 40 CFR 97.605 shall comply with the requirements of the CSAPR SO_2 Group 1 Trading Program concerning all periods for which the exemption is not in effect, even if such requirements arise, or must be complied with, after the exemption takes effect.
(4) A unit exempt under 40 CFR 97.605 shall lose its exemption on the first date on which the unit resumes operation. Such unit shall be treated, for purposes of applying allocation, monitoring, reporting, and recordkeeping requirements under 40 CFR part 97 subpart CCCCC, as a unit that commences commercial operation on the first date on which the unit resumes operation.

CSAPR SO_2 Group 2 Trading Program Special Provisions

(1) A unit exempt under 40 CFR 97.705 shall not emit any SO_2, starting on the date that the exemption takes effect.
(2) For a period of 5 years from the date the records are created, the owners and operators of a unit exempt under 40 CFR 97.705 shall retain, at the source that includes the unit, records demonstrating that the unit is permanently retired. The 5-year period for keeping records may be extended for cause, at any time before the end of the period, in writing by the Administrator. The owners and operators bear the burden of proof that the unit is permanently retired.
(3) The owners and operators and, to the extent applicable, the designated representative of a unit exempt under 40 CFR 97.705 shall comply with the requirements of the CSAPR SO_2 Group 2 Trading Program concerning all periods for which the exemption is not in effect, even if such requirements arise, or must be complied with, after the exemption takes effect.
(4) A unit exempt under 40 CFR 97.705 shall lose its exemption on the first date on which the unit resumes operation. Such unit shall be treated, for purposes of applying allocation, monitoring, reporting, and recordkeeping requirements under 40 CFR part 97 subpart DDDDD, as a unit that commences commercial operation on the first date on which the unit resumes operation.

STEP 6
Read the statement of compliance and the appropriatecertification statements and sign and date.

Statement of Compliance
I certify that the unit identified above at STEP 1 was (or will be) permanently retired on the date identified at STEP 3 and will comply with the appropriate Special Provisions listed at STEP 5.

Certification (for designated representatives or alternate designated representatives only)
I am authorized to make this submission on behalf of the owners and operators of the source and unit for which the submission is made. I certify under penalty of law that I have personally examined, and am familiar with, the statements and information submitted in this document and all its attachments. Based on my inquiry of those individuals with primary responsibility for obtaining the information, I certify that the statements and information are to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false statements and information or omitting required statements and information, including the possibility of fine or imprisonment.

Duane Anstaett Name	**VP Generation Operations** Title
Kansas City Power & Light Company Owner Company Name	
816-654-1603 Phone	Duane.Anstaett@kcpl.com Email
Signature 	01/11/2019 Date

Certification (for certifying officials of units subject to the Acid Rain Program only)
I certify under penalty of law that I have personally examined, and am familiar with, the statements and information submitted in this document and all its attachments. Based on my inquiry of those individuals with primary responsibility for obtaining the information, I certify that the statements and information are to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false statements and information or omitting required statements and information, including the possibility of fine orimprisonment.

Name	Title
Owner Company Name	
Phone	Email
Signature	Date

Appendix E
Trigen-Grand Ave. Plant
Documentation

- **Appendix 1 - Vicinity Consent Agreement No APCP-2021-007**

Appendix 1:
Consent Agreement No. APCP-2021-007 –
Vicinity Energy – Kansas City

BEFORE THE MISSOURI DEPARTMENT OF NATURAL RESOURCES

In the Matter of:	)	
	)	
VICINITY ENERGY KANSAS CITY, INC.	)	No. APCP-2021-007
	)	
	)	

CONSENT AGREEMENT

The issuance of this voluntary Consent Agreement No. APCP-2020-007 by the Missouri Department of Natural Resources ("Department") is a formal administrative action taken by the State of Missouri after conference with VICINITY ENERGY KANSAS CITY, INC., formerly known as VEOLIA ENERGY KANSAS CITY, INC. ("Vicinity"). The parties agree this voluntary Consent Agreement is being issued to administer, implement, and enforce the purposes of the Missouri Air Conservation Law, Chapter 643, RSMo, and its implementing regulations, and is not the result of any past or current violations by Vicinity. The parties agree that this Consent Agreement is being issued as an administrative order under 643.060(4), RSMo. Vicinity further agrees that a failure to comply with this Consent Agreement is a violation of the Missouri Air Conservation Law under Section 643.151, RSMo.

BACKGROUND

On June 22, 2010, the U.S. Environmental Protection Agency ("EPA") revised the primary Sulfur Dioxide ("SO_2") National Ambient Air Quality Standard ("NAAQS") or 2010 SO_2 standard by establishing a new 1-hour standard of 75 parts per billion ("ppb").

Based on ambient monitoring data from 2010-2012, an area in a portion of Jackson County (Kansas City area) was in violation of the 2010 SO_2 standard. Based on the violations the area was designated nonattainment through a final rule published on August 5, 2013.

At the time of designation, there were 24 small sources of SO_2 in the area, each emitting less than 5 tons per year ("tpy"), and one large source: a coal-fired steam generating plant operated by Vicinity. In 2016, Vicinity proactively and voluntarily converted the plant to natural gas. Vicinity completed burning the last remaining inventory of residual coal stock in early 2017. Since the beginning of 2016, when Vicinity switched to natural gas, monitored SO_2 concentrations in the nonattainment area have declined substantially. As a result of Vicinity's voluntary conversion to gas, the monitored design value in the nonattainment area initially came into compliance with the 2010 SO_2 standard based on the 2015-2017 monitoring data.

On July 9, 2020, EPA promulgated a final rule called a Clean Data Determination for the Jackson County SO_2 nonattainment area. This provided formal acknowledgement that the full nonattainment area had come into compliance with the 2010 SO_2 standard. Following issuance of the Clean Data Determination, the Department developed a maintenance plan and redesignation request for the nonattainment area and submitted them to EPA on February 17, 2021. Once EPA approves the maintenance plan and redesignation request, the area will be formally redesignated from nonattainment to attainment for the 2010 SO_2 standard.

However, EPA has stated they will be unable to approve the maintenance plan for the nonattainment area until the Department submits another State Implementation Plan ("SIP") revision. EPA states that this additional SIP revision must include an enforceable mechanism to ensure the emission reductions resulting from the fuel change at Vicinity remain permanent. The purpose of this Consent Agreement is to satisfy this request from EPA. This Consent Agreement

supplements the maintenance plan for the Jackson County SO_2 nonattainment area. This supplement to the maintenance plan will allow EPA to approve the maintenance plan and formally redesignate the Jackson County SO_2 nonattainment area to attainment for the 2010 SO_2 standard. This Consent Agreement acknowledges that Vicinity ceased the purchase and burning of coal on its own accord 4 years before this Consent Agreement was requested in order to demonstrate its environmental commitment to the City of Kansas City and the State of Missouri and as a responsible environmental steward. Nothing in this Consent Agreement is intended to constitute an admission or statement by Vicinity that Vicinity has adversely impacted or has the potential to adversely impact the 2010 SO2 standard in Jackson County, Missouri.

In consideration of the mutual promises contained herein, the Department and Vicinity agree as follows:

AGREEMENT

1. Vicinity agrees to continue the operation of their Boilers 1A, 6, 7 and 8 as set forth below. This program is sufficient to maintain the 2010 SO_2 standard in the Jackson County SO_2 nonattainment area.

A. Boilers 1A, 6, 7, and 8 Restrictions

i. Vicinity shall not combust coal in Boilers 1A, 6, 7 and 8.

ii. According to Special Condition 1.A. of Construction Permit # CP122016-009, Vicinity is currently required to exclusively combust natural gas in Boilers 1A, 6, and 8. Also, according to the Operational Limitation of Permit Condition 006 of Operating Permit #OP2018-006A, Vicinity is currently required to exclusively combust natural gas in Boilers 1A, 6, 7 and 8. Vicinity may pursue future permit modifications to allow the use of

alternative fuels in Boilers 1A, 6, 7 and 8. The Department agrees that if such permit modifications are approved by the permitting authority pursuant to 10 CSR 10-6.060, Vicinity will not be in violation of this agreement so long as the alternative fuels are among those listed below:

a. Natural gas;

b. Ultra-low sulfur fuel oil that contains no more than 15 parts per million (ppm) sulfur content by volume;

c. Biofuel that contains no more than 15 ppm sulfur content by volume;

d. Any blend of ultra-low sulfur fuel oil and biofuel that contains no more than 15 ppm sulfur content by volume.

iii. The requirement in paragraph 1.A.ii. of this Consent Agreement shall not imply or suggest that the permitting authority will grant any such future permit modifications. The requirement is only intended to state that Vicinity will not be in violation of this Consent Agreement, which is written for the purpose of supporting the maintenance plan and redesignation request for the Jackson County SO_2 nonattainment area, in the event the permitting authority grants such future permit modifications.

B. Monitoring / Recordkeeping Requirements (Boilers 1A, 6, 7 and 8)

i. Vicinity shall determine compliance with paragraph 1.A. by using fuel delivery records.

ii. Vicinity must maintain a record of fuel deliveries.

iii. Vicinity must maintain the fuel supplier information to certify all fuel deliveries. Bills of lading and/or other fuel delivery documentation containing the following information for all fuel purchases or deliveries are deemed acceptable to comply with the requirements of this agreement:

a) The name, address, and contact information of the fuel supplier;

b) The type of fuel;

c) The sulfur content or maximum sulfur content expressed in percent sulfur by weight or in ppm sulfur; and

d) The heating value of the fuel

iv. Vicinity shall also maintain a record of the current inventory and the date of removal of all coal handling equipment located at the facility.

v. Vicinity shall maintain all records required by this agreement for not less than five years and shall make them available immediately to any Department personnel upon request.

vi. Vicinity shall report to the Air Pollution Control Program's Compliance/Enforcement Section, P.O. Box 176, Jefferson City, MO 65102, no later than 10 days after the end of the month during which any fuel not listed in paragraph 1.A.ii. of this Consent Agreement is combusted in Boilers 1A, 6, 7 or 8.

C. Stipulated Penalties

If Vicinity fails to comply with any requirement in paragraphs 1.A or 1.B of this Consent Agreement, Vicinity will be in violation of this Consent Agreement and shall pay stipulated penalties according to the following schedule. The penalties

set forth below are per day penalties, which are to be assessed beginning with the first day of the violation. The Department has the discretion to waive or defer any stipulated penalties.

Period of Noncompliance	**Penalty**
1st through 30th day	$100.00 a day
31st through 60th day	$500.00 a day
Beyond 61 days	$1,000.00 a day

All penalties shall be paid within 45 calendar days of the date of notice of noncompliance. All penalties shall be paid by check made payable to "Jackson County Treasurer, as custodian for the Jackson County School Fund", and delivered to

Accounting Program
Department of Natural Resources
P.O. Box 477
Jefferson City, Missouri 65201-0477

If any violation of this Consent Agreement is also enforceable by another agreement or regulatory requirement, the Department agrees that it may only seek to enforce either the stipulated penalties discussed in this paragraph, or the penalty for the violation of the specified regulatory requirement, not both, against Vicinity.

D. Upon request of Vicinity, the Department may in its unreviewable discretion impose a lesser penalty or no penalty at all for violations subject to stipulated penalties

OTHER PROVISIONS

2. By signing this Consent Agreement, all signatories assert that they have read and understand the terms of this Consent Agreement, that they had the opportunity to consult with legal counsel, and that they have the authority to sign this Consent Agreement on behalf of their respective parties.

3. The provisions of this Consent Agreement shall apply and be binding upon the parties of this Consent Agreement, their heirs, assignees, successors, agents, subsidiaries, affiliates, and lessees, including the officers, agents, servants, corporations, and any persons acting under, through, or for the parties agreeing hereto. Any changes in ownership or corporate status, including but not limited to any transfer of assets or real or personal property, shall not affect the responsibilities of Vicinity under this Consent Agreement. If Vicinity sells all or the majority of its assets, then Vicinity shall cause as a condition of such sale, that the buyer will assume the obligations of Vicinity under this Consent Agreement in writing. In such event, Vicinity shall provide 30 days prior written notice of such assumption to the Department. This provision shall have no bearing on any change of control of Vicinity or Vicinity's parent.

4. This Consent Agreement may only be modified upon the mutual written agreement of Vicinity and the Department.

5. The parties agree that the Department will submit this Consent Agreement to EPA as a SIP revision, and as such, is subject to EPA approval. The parties further agree that after EPA has approved the SIP revision that contains this Consent Agreement, any subsequent modifications to this Consent Agreement, will require approval from EPA before such modifications would take effect.

6. The parties agree that this Consent Agreement shall not be construed as a waiver or a modification of any requirements of the Missouri Air Conservation Law and regulations or any other source of law, and that this Consent Agreement does not resolve any claims based on any failure by Vicinity to meet the requirements of this Consent Agreement, or claims for past, present, or future violations of any statutes or regulations.

7. This Consent Agreement is intended to update the federally enforceable requirements for Vicinity based on the current and actual conditions at the facility.

8. This Consent Agreement shall be construed and enforced according to the laws of the State of Missouri, and the terms stated herein shall constitute the entire and exclusive agreement of the parties hereto with respect to the matters addressed herein. This Consent Agreement may not be modified orally.

9. If any provision of this Consent Agreement is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way by affected or impaired.

10. This Consent Agreement will become final, effective, and fully enforceable by the Department once it is executed by both parties. The Department shall send a fully executed copy of this Consent Agreement to Vicinity.

TERMINATION

11. This Consent Agreement shall be terminated upon mutual written agreement of Vicinity and the Department.

CORRESPONDENCE AND DOCUMENTATION

12. Correspondence or documentation with regard to this Consent Agreement shall be directed to the following persons, subject to change upon written notification from either party:

For the Department:

Compliance and Enforcement Section Chief
Air Pollution Control Program
P.O. Box 176
Jefferson, City, Missouri 65102-0176

For Vicinity:

Environmental Department
Vicinity Energy Kansas City, Inc.
115 GRAND AVE
Kansas City, Missouri 64106

Legal Department
Vicinity Energy Kansas City, Inc.
115 GRAND AVE
Kansas City, Missouri 64106

RIGHT OF APPEAL

By signing this Consent Agreement, Vicinity waives any right to appeal, seek judicial review, or otherwise challenge this Consent Agreement pursuant to Sections 643.130, 643.085, or 621.250, RSMo, Chapters 536, 643, RSMo, or any other source of law.

AGREED TO AND ORDERED

MISSOURI DEPARTMENT OF NATURAL RESOURCES

Original Signed by Kyra Moore

Ms. Kyra L. Moore, Deputy Director
Division of Environmental Quality
Missouri Department of
Natural Resources

Date: 6/25/2021

VICINITY ENERGY KANSAS CITY, INC.

Original Signed by Sean Caldwell

Mr. Sean Caldwell, Dir of EHS
Vicinity Energy

Date: 6/24/21

6/24/21

Appendix F
Independence Power and Light - Blue Valley Station
Documentation

- **Termination of Part 70 Operating Permit**

MISSOURI
DEPARTMENT OF
NATURAL RESOURCES

Michael L. Parson
Governor

Dru Buntin
Director

June 26, 2023

Eric Holder
EHS Manager
Independence Power and Light Blue Valley Station
PO Box 1019
Independence, MO 64051

RE: Part 70 Termination Request - Project: 2021-09-001
Installation ID: 095-0050

Dear Eric Holder:

Your request for a termination of the Part 70 operating permit for Independence Power and Light's Blue Valley Station was reviewed by my staff. According to Missouri State Rule 10 CSR 10-6.065 *Operating Permits*, **no operating permit is required** from the Missouri Air Pollution Control Program.

The Blue Valley Station produced electricity. The majority of the operations at the site have permanently ceased operation. The following table provides a list of equipment that has ceased operation:

Emission Source	Description	Operational Status
EP01	Coal Pile, 12 tph	Ceased operating in 2015
EP03	Boiler 1, 282 MMBtu/hr coal, natural gas, and/or fuel oil, 1958, Combustion Engineering, ESP	Coal combustion ended in 2015, the boiler ceased combusting all fuels in 2018
EP04	Boiler 2, 282 MMBtu/hr coal, natural gas, and/or fuel oil, 1958, Combustion Engineering, ESP	Coal combustion ended in 2015, the boiler ceased combusting all fuels in 2018
EP05	Boiler 3, 540 MMBtu/hr coal, natural gas, and/or fuel oil, 1965, Combustion Engineering, ESP, NO_x CEMS	Coal combustion ended in 2015, the boiler ceased combusting all fuels in 2020
EP10	Turbine, 646 MMBtu/hr, natural and/or fuel oil, 1965	Ceased operating in 2007
EP11	3,300,000 gallon Oil Tank	Ceased operating in 2014

Emission Source	Description	Operational Status
EP12	Coal Crusher, 45.68 tph	Ceased operating in 2015
EP105	(2) 550 gallon Waste Oil Underground Storage Tanks	Removed per 2022 inspection report
	300 gallon Mineral Oil Tank	Removed per 2022 inspection report
	500,000 gallon Fuel Oil Storage Tank	Never installed

The installation now consists of:

Emission Source	Description
EP09	Heating Boiler, 8.4 MMBtu/hr natural gas, 1987
EP13	10,000 gallon Gasoline Underground Storage Tank with a monthly throughput of less than 10,000 gallons
EP14	10,000 gallon Diesel Underground Storage Tank
EP51	435 HP Emergency Generator, 1992
EP52	435 HP Emergency Generator, 1992
EP102	(2) 1,500 gallon Diesel Storage Tanks
EP104	(2) 300 gallon Waste Oil Tanks
	Paved Haul Roads
	(4) Water-Based Parts Washers

Based on the remaining equipment at the installation and the updated installation potential to emit below, **no operating permit is required**.

Installation Emissions Summary (tons per year)

Pollutant	Installation Potential to Emit	Installation 2022 Actual Emissions	Title V Major Source Thresholds
PM_{10}	0.75	0	100
SO_x	1.57	0	100
NO_x	10.35	0	100
VOC	2.96	0.50	100
CO	4.48	0	100
Combined HAP	0.07	0	10 individual/ 25 combined

Potential emissions are based on 8,760 hours of annual operation unless otherwise noted.

Potential emissions from EP09 Heating Boiler were calculated using emission factors obtained from AP-42 Section 1.4 “Natural Gas Combustion” (July 1998).

Potential emissions from EP13 Gasoline Underground Storage Tank were calculated using an emission factor from WebFIRE for Process SCC 40400402. As this is an underground storage tank, no breathing losses were calculated.

Potential emissions from EP14, EP102, and EP104 Diesel Storage Tanks were calculated using emission factors from WebFIRE for Process SCC 40301019 and 40301021.

Potential emissions from EP51 and EP52 Diesel Emergency Generator were calculated using emission factors obtained from AP-42 Section 3.3 “Gasoline and Diesel Industrial Engines” (October 1996). As these are emergency engines, potential emissions were based on 500 hours of operation per EPA memo “Calculating Potential to Emit (PTE) for Emergency Generators” (September 1995).

Emissions from the paved haul roads were not included in potential to emit calculations. With the removal of the Boilers 1-3, the installation is no longer a named source; therefore, fugitive emissions do not count towards major source applicability.

Potential emissions from the four Parts Washers were estimated using an emission factor obtained from WebFIRE for Process SCC 40400335.

You are still obligated to meet all applicable air pollution control rules, Department of Natural Resources’ rules, or any other applicable federal, state, or local agency regulations. Specifically, you should avoid violating:

- 10 CSR 10-2.260 *Control of Emissions During Petroleum Liquid Storage, Loading, and Transfer*

- 10 CSR 10-6.075 *MACT Regulations*
  - 40 CFR Part 63, Subpart ZZZZ – *National Emission Standards for HAP from Stationary Reciprocating Internal Combustion Engines*

  - 40 CFR Part 63, Subpart CCCCCC – *National Emission Standards for HAP for Source Category: Gasoline Dispensing Facilities*

- 10 CSR 10-6.165 *Restriction of Emission of Odors*

- 10 CSR 10-6.261 *Control of Sulfur Dioxide Emissions*

A copy of this letter should be kept on-site and be made available to Department of Natural Resources' personnel upon request. If you have any questions regarding this determination, please contact Alana Hess at the Department's Air Pollution Control Program, PO Box 176, Jefferson City, MO 65102 or by telephone at (573) 751-4817. Thank you for your time and attention to this matter.
Sincerely,

AIR POLLUTION CONTROL PROGRAM

Kendall B. Hale
Permits Section Chief

KBH:ahj

c: Kansas City Regional Office
Bob Cheever, EPA
PAMS File: 2021-09-001

Appendix G
AECI Chamois
Documentation

- **AECI Chamois – Retired Unit Exemption Form**
- **Publication of closure**
- **MOEIS Out of Business**

United States Environmental Protection Agency
Acid Rain, CAIR, and Transport Rule Programs

OMB Nos. 2060-0258, 2060-0570, and 2060-0667
Approval Expires 07/31/2014

Retired Unit Exemption

For more information, see instructions and refer to 40 CFR 72.8, 96.105, 96.205, 96.305, 97.405, 97.505, 97.605, and 97.705, or a comparable state regulation, as applicable.

151-0002

This submission is: ☒ New ☐ Revised

STEP 1
Identify the unit by plant (source) name, State, ORIS/plant code and unit ID#.

Plant (Source) Name	State	ORIS/Plant Code	Unit ID#
Chamois	MO	2169	2

STEP 2
Indicate the program(s) that the unit is subject to

- ☒ Acid Rain
- ☐ CAIR NO_x Annual
- ☐ CAIR SO_2
- ☐ CAIR NO_x Ozone Season
- ☒ Transport Rule NO_x Annual
- ☒ Transport Rule NO_x Ozone Season
- ☒ Transport Rule SO_2 Annual

RECEIVED
2016 FEB 24 AM 8:05
AIR POLLUTION CONTROL PGM

STEP 3
Identify the date on which the unit was (or will be) permanently retired.

December 31, 2015

STEP 4
If the unit is subject to the Acid Rain Program, identify the first full calendar year in which the unit meets (or will meet) the requirements of 40 CFR 72.8(d).

January 1, 1995

STEP 5
Read the appropriate special provisions.

Acid Rain Program Special Provisions

(1) A unit exempt under 40 CFR 72.8 shall not emit any sulfur dioxide and nitrogen oxides starting on the date that the exemption takes effect. The owners and operators of the unit will be allocated allowances in accordance with 40 CFR part 73 subpart B.
(2) A unit exempt under 40 CFR 72.8 shall not resume operation unless the designated representative of the source that includes the unit submits a complete Acid Rain permit application under 40 CFR 72.31 for the unit not less than 24 months prior to the date on which the unit is first to resume operation.
(3) The owners and operators and, to the extent applicable, the designated representative of a unit exempt under 40 CFR 72.8 shall comply with the requirements of the Acid Rain Program concerning all periods for which the exemption is not in effect, even if such requirements arise, or must be complied with, after the exemption takes effect.
(4) For any period for which a unit is exempt under 40 CFR 72.8, the unit is not an affected unit under the Acid Rain Program and 40 CFR part 70 and 71 and is not eligible to be an opt-in source under 40 CFR part 74. As an unaffected unit, the unit shall continue to be subject to any other applicable requirements under 40 CFR parts 70 and 71.
(5) For a period of 5 years from the date the records are created, the owners and operators of a unit exempt under 40 CFR 72.8 shall retain, at the source that includes the unit, records demonstrating that the unit is permanently retired. The 5-year period for keeping records may be extended for cause, at any time prior to the end of the period, in writing by the Administrator or the permitting authority. The owners and operators bear the burden of proof that the unit is permanently retired.
(6) On the earlier of the following dates, a unit exempt under 40 CFR 72.8(b) or (c) shall lose its exemption and become an affected unit under the Acid Rain Program and 40 CFR part 70 and 71: (i) the date on which the designated representative submits an Acid Rain permit application under paragraph (2); or (ii) the date on which the designated representative is required under paragraph (2) to submit an Acid Rain permit application. For the purpose of applying monitoring requirements under 40 CFR part 75, a unit that loses its exemption under 40 CFR 72.8 shall be treated as a new unit that commenced commercial operation on the first date on which the unit resumes operation.

CAIR NO_x Annual Trading Program Special Provisions

(1) A unit exempt under 40 CFR 96.105(a) shall not emit any nitrogen oxides, starting on the date that the exemption takes effect.
(2) The permitting authority will allocate CAIR NO_x allowances under 40 CFR 96 subpart EE to a unit exempt under 40 CFR 96.105(a).
(3) For a period of 5 years from the date the records are created, the owners and operators of a unit exempt under 40 CFR 96.105(a) shall retain, at the source that includes the unit, records demonstrating that the unit is permanently retired. The 5-year period for keeping records may be extended for cause, at any time before the end of the period, in writing by the permitting authority or the Administrator. The owners and operators bear the burden of proof that the unit is permanently retired.
(4) The owners and operators and, to the extent applicable, the CAIR designated representative of a unit exempt under 40 CFR 96.105(a) shall comply with the requirements of the CAIR NO_x Annual Trading Program concerning all periods for which the exemption is not in effect, even if such requirements arise, or must be complied with, after the exemption takes effect.
(5) A unit exempt under 40 CFR 96.105(a) and located at a source that is required, or but for this exemption would be required, to have a title V operating permit shall not resume operation unless the CAIR designated representative of the source submits a complete CAIR permit application under 40 CFR 96.122 for the unit not less than 18 months (or such lesser time provided by the permitting authority) before the later of January 1, 2009 or the date on which the unit resumes operation.
(6) On the earlier of the following dates, a unit exempt under 40 CFR 96.105(a) shall lose its exemption:
(i) The date on which the CAIR designated representative submits a CAIR permit application for the unit under 40 CFR 96.105(b)(5);
(ii) The date on which the CAIR designated representative is required under 40 CFR 96.105(b)(5) to submit a CAIR permit application for the unit; or
(iii) The date on which the unit resumes operation, if the CAIR designated representative is not required to submit a CAIR permit application for the unit.
(7) For the purpose of applying monitoring, reporting, and recordkeeping requirements under 40 CFR 96 subpart HH, a unit that loses its exemption under 40 CFR 96.105(a) shall be treated as a unit that commences commercial operation on the first date on which the unit resumes operation.

CAIR SO_2 Trading Program Special Provisions

(1) A unit exempt under 40 CFR 96.205(a) shall not emit any sulfur dioxide, starting on the date that the exemption takes effect.
(2) For a period of 5 years from the date the records are created, the owners and operators of a unit exempt under 40 CFR 96.205(a) shall retain, at the source that includes the unit, records demonstrating that the unit is permanently retired. The 5-year period for keeping records may be extended for cause, at any time before the end of the period, in writing by the permitting authority or the Administrator. The owners and operators bear the burden of proof that the unit is permanently retired.
(3) The owners and operators and, to the extent applicable, the CAIR designated representative of a unit exempt under 40 CFR 96.205(a) shall comply with the requirements of the CAIR SO_2 Trading Program concerning all periods for which the exemption is not in effect, even if such requirements arise, or must be complied with, after the exemption takes effect.
(4) A unit exempt under 40 CFR 96.205(a) and located at a source that is required, or but for this exemption would be required, to have a title V operating permit shall not resume operation unless the CAIR designated representative of the source submits a complete CAIR permit application under 40 CFR 96.222 for the unit not less than 18 months (or such lesser time provided by the permitting authority) before the later of January 1, 2010 or the date on which the unit resumes operation.
(5) On the earlier of the following dates, a unit exempt under 40 CFR 96.205(a) shall lose its exemption:
(i) The date on which the CAIR designated representative submits a CAIR permit application for the unit under 40 CFR 96.205(b)(4);
(ii) The date on which the CAIR designated representative is required under 40 CFR 96.205(b)(4) to submit a CAIR permit application for the unit; or
(iii) The date on which the unit resumes operation, if the CAIR designated representative is not required to submit a CAIR permit application for the unit.
(6) For the purpose of applying monitoring, reporting, and recordkeeping requirements under 40 CFR 96 subpart HHH, a unit that loses its exemption under 40 CFR 96.205(a) shall be treated as a unit that commences commercial operation on the first date on which the unit resumes operation.

CAIR NO_x Ozone Season Trading Program Special Provisions

(1) A unit exempt under 40 CFR 96.305(a) shall not emit any nitrogen oxides, starting on the date that the exemption takes effect.
(2) The Administrator or the permitting authority will allocate CAIR NO_x Ozone Season allowances under 40 CFR 96 subpart EEEE to a unit exempt under 40 CFR 96.305(a).
(3) For a period of 5 years from the date the records are created, the owners and operators of a unit exempt under 40 CFR 96.305(a) shall retain at the source that includes the unit, records demonstrating that the unit is permanently retired. The 5-year period for keeping records may be extended for cause, at any time before the end of the period, in writing by the permitting authority or the Administrator. The owners and operators bear the burden of proof that the unit is permanently retired.
(4) The owners and operators and, to the extent applicable, the CAIR designated representative of a unit exempt under 40 CFR 96.305(a) shall comply with the requirements of the CAIR NOX Ozone Season Trading Program concerning all periods for which the exemption is not in effect, even if such requirements arise, or must be complied with, after the exemption takes effect.
(5) A unit exempt under 40 CFR 96.305(a) and located at a source that is required, or but for this exemption would be required, to have a title V operating permit shall not resume operation unless the CAIR designated representative of the source submits a complete CAIR permit application under § 97.322 for the unit not less than 18 months (or such lesser time provided by the permitting authority) before the later of January 1, 2009 or the date on which the unit resumes operation.
(6) On the earlier of the following dates, a unit exempt under paragraph (a) of this section shall lose its exemption:(i) The date on which the CAIR designated representative submits a CAIR permit application for the unit under paragraph (b)(5) of this section;(ii) The date on which the CAIR designated representative is required under paragraph (b)(5) of this section to submit a CAIR permit application for the unit; or (iii) The date on which the unit resumes operation, if the CAIR designated representative is not required to submit a CAIR permit application for the unit.
(7) For the purpose of applying monitoring, reporting, and recordkeeping requirements under subpart HHHH of this part, a unit that loses its exemption under paragraph (a) of this section shall be treated as a unit that commences commercial operation on the first date on which the unit resumes operation.

Transport Rule NO_x Annual Trading Program Special Provisions

(1) A unit exempt under 40 CFR 97.405 shall not emit any NO_x, starting on the date that the exemption takes effect.
(2) For a period of 5 years from the date the records are created, the owners and operators of a unit exempt under 40 CFR 97.405 shall retain, at the source that includes the unit, records demonstrating that the unit is permanently retired. The 5-year period for keeping records may be extended for cause, at any time before the end of the period, in writing by the Administrator. The owners and operators bear the burden of proof that the unit is permanently retired.
(3) The owners and operators and, to the extent applicable, the designated representative of a unit exempt 40 CFR 97.405 shall comply with the requirements of the TR NO_x Annual Trading Program concerning all periods for which the exemption is not in effect, even if such requirements arise, or must be complied with, after the exemption takes effect.
(4) A unit exempt under 40 CFR 97.405 shall lose its exemption on the first date on which the unit resumes operation. Such unit shall be treated, for purposes of applying allocation, monitoring, reporting, and recordkeeping requirements under this subpart, as a unit that commences commercial operation on the first date on which the unit resumes operation.

Transport Rule NOX Ozone Season Trading Program Special Provisions

(1) A unit exempt under 40 CFR 97.505 shall not emit any NO_x, starting on the date that the exemption takes effect.
(2) For a period of 5 years from the date the records are created, the owners and operators of a unit exempt under 40 CFR 97.505 shall retain, at the source that includes the unit, records demonstrating that the unit is permanently retired. The 5-year period for keeping records may be extended for cause, at any time before the end of the period, in writing by the Administrator. The owners and operators bear the burden of proof that the unit is permanently retired.
(3) The owners and operators and, to the extent applicable, the designated representative of a unit exempt under 40 CFR 97.505 shall comply with the requirements of the TR NO_x Ozone Season Trading Program concerning all periods for which the exemption is not in effect, even if such requirements arise, or must be complied with, after the exemption takes effect.
(4) A unit exempt under 40 CFR 97.505 shall lose its exemption on the first date on which the unit resumes operation. Such unit shall be treated, for purposes of applying allocation, monitoring, reporting, and

recordkeeping requirements under this subpart, as a unit that commences commercial operation on the first date on which the unit resumes operation.

Transport Rule SO2 Group 1 Trading Program Special Provisions

(1) A unit exempt under 40 CFR 97.605 shall not emit any SO_2, starting on the date that the exemption takes effect.
(2) For a period of 5 years from the date the records are created, the owners and operators of a unit exempt under 40 CFR 97.605 shall retain, at the source that includes the unit, records demonstrating that the unit is permanently retired. The 5-year period for keeping records may be extended for cause, at any time before the end of the period, in writing by the Administrator. The owners and operators bear the burden of proof that the unit is permanently retired.
(3) The owners and operators and, to the extent applicable, the designated representative of a unit exempt under 40 CFR 97.605 shall comply with the requirements of the TR SO_2 Group 1 Trading Program concerning all periods for which the exemption is not in effect, even if such requirements arise, or must be complied with, after the exemption takes effect.
(4) A unit exempt under 40 CFR 97.605 shall lose its exemption on the first date on which the unit resumes operation. Such unit shall be treated, for purposes of applying allocation, monitoring, reporting, and recordkeeping requirements under this subpart, as a unit that commences commercial operation on the first date on which the unit resumes operation.

Transport Rule SO2 Group 2 Trading Program Special Provisions

(1) A unit exempt under 40 CFR 97.705 shall not emit any SO_2, starting on the date that the exemption takes effect.
(2) For a period of 5 years from the date the records are created, the owners and operators of a unit exempt under 40 CFR 97.705 shall retain, at the source that includes the unit, records demonstrating that the unit is permanently retired. The 5-year period for keeping records may be extended for cause, at any time before the end of the period, in writing by the Administrator. The owners and operators bear the burden of proof that the unit is permanently retired.
(3) The owners and operators and, to the extent applicable, the designated representative of a unit exempt under 40 CFR 97.705 shall comply with the requirements of the TR SO_2 Group 2 Trading Program concerning all periods for which the exemption is not in effect, even if such requirements arise, or must be complied with, after the exemption takes effect.
(4) A unit exempt under 40 CFR 97.705 shall lose its exemption on the first date on which the unit resumes operation. Such unit shall be treated, for purposes of applying allocation, monitoring, reporting, and recordkeeping requirements under this subpart, as a unit that commences commercial operation on the first date on which the unit resumes operation.

STEP 6
Read the statement of compliance and the appropriate certification statements and sign and date.

Statement of Compliance
I certify that the unit identified above at STEP 1 was (or will be) permanently retired on the date identified at STEP 3 and will comply with the appropriate Special Provisions listed at STEP 5.

Certification (for Acid Rain, CAIR, or Transport Rule designated representatives or alternate Acid Rain, CAIR, or Transport Rule designated representatives only)
I am authorized to make this submission on behalf of the owners and operators of the source and unit for which the submission is made. I certify under penalty of law that I have personally examined, and am familiar with, the statements and information submitted in this document and all its attachments. Based on my inquiry of those individuals with primary responsibility for obtaining the information, I certify that the statements and information are to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false statements and information or omitting required statements and information, including the possibility of fine or imprisonment.

Name BRENT A. ROSS	Title MGR- EHS
Owner Company Name AECI	
Phone 417 885 9201	Email BROSS@AECI.ORG
Signature [signature]	Date 2-22-16

Certification (for certifying officials of units subject to the Acid Rain Program only)
I certify under penalty of law that I have personally examined, and am familiar with, the statements and information submitted in this document and all its attachments. Based on my inquiry of those individuals with primary responsibility for obtaining the information, I certify that the statements and information are to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false statements and information or omitting required statements and information, including the possibility of fine or imprisonment.

Name	Title
Owner Company Name	
Phone	Email
Signature	Date

CONTACT: (573) 634-2454

</central-electric-power-cooperative-cease-operation-chamois-power-plant>

CENTRAL ELECTRIC POWER COOPERATIVE TO CEASE OPERATION OF CHAMOIS POWER PLANT

MONDAY | NOVEMBER 25, 2013

JEFFERSON CITY, Mo. – After reviewing the economics of continued operation of Chamois Power Plant, the board of directors of Central Electric Power Cooperative, headquartered in Jefferson City, has reached a decision to cease operations at the plant Sept. 30, 2013. The Chamois Power Plant is located in Chamois, Mo., in Osage County. The Central Electric board reached this decision after considering the impact of increasing costs from upcoming environmental regulations, higher fuel delivery costs and needed on-site improvements for coal shipment, slower member load growth and lower natural gas prices.

Through a contractual arrangement between Central Electric and Springfield, Mo.-based Associated Electric Cooperative (AECI), expenses for the plant have been paid by AECI since 1962 in exchange for full use of the plant. AECI also is Central Electric's wholesale power supplier.

Chamois Unit 1 was built in 1953, and a second unit was added in 1960. It is the oldest and smallest of AECI's coal-fired generation resources. In recent years, the Chamois plant has

provided a small percentage of the electricity AECI needed to supply 875,000 consumer-members in Missouri, Oklahoma and Iowa, including all of those in Central Electric's service area.

The 66-megawatt coal plant currently employs 28 people. AECI will assist employees in seeking positions at its power plants. Those not finding a position will be offered a severance package that varies with service. The package will provide a minimum of 8 weeks of wages.

A major factor that affects the economic viability of the Chamois plant is the environmental regulations requiring further controls. Meeting 2015 requirements for controlling mercury and small ash particles would require an estimated $4.1 million in capital expenditures and about $150,000 every year to operate the controls. A conversion to low-sulfur coal would be required for unit 1 in 2017, at a cost of $1.9 million. Controlling sulfur dioxide emissions would require another $8 million by 2019. These expenses make continued operation of the plant uneconomical.

Second, the plant's long-term contract for coal delivery will expire after 2013, and the new contract price is significantly more expensive. Also, a new $3 million rail siding is needed to unload coal cars.

Growth rate in member electric loads, which has slowed during the last few years, is the third factor. AECI has other power plants that can supply members more economically, including a 1,200-MW, coal-fired plant at New Madrid, Mo., and a second 1,153-MW, coal-fired plant at Thomas Hill Energy Center near Moberly, Mo. AECI also supplies power from natural gas, wind and hydroelectric sources.

Finally, the natural gas market has changed significantly in the last several years. AECI has more than 2,700 megawatts of high-efficiency natural gas capacity. With lower gas prices and more generators available to operate with natural gas, AECI has more flexibility to achieve the lowest cost for members.

Central Electric, AECI and their member systems are tied together in a unique, three-tiered system of generation, transmission and distribution cooperatives. The top tier of the three-tiered system is made up of 51 local distribution cooperatives that provide electric service directly to member-consumers, including businesses, farms and households.

At the second level of the system, Central Electric and five other regional transmission cooperatives, transmit power from AECI's power plants to the distribution cooperatives.

Central Electric and the other 5 regional G&Ts formed AECI, the system's third tier, in the early 1960s to provide generation, power procurement and high-voltage transmission.

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Site Comment List

Site Selection Criteria

Emission Year: 2023

FIPS County: 151 OSAGE Region: NERO

Plant: 0002 ASSOCIATED ELECTRIC COOPERATIVE, INC. CHAMOIS PLANT Jurisdiction: DNR

08/09/2006	NRBARNJ	Added NESHAP-M and changed MACT-DDDD to MACT-DDDDD per insp of 7-25-2006. JAB 8-9-2006
01/18/2008	NRBARNJ	Changed NAICS to 221112 (formerly 221111) in 2006 site maint. and emission process because it is fossil fuel not hydroelectric. Jeanette Barnett 1-18-2008.
01/10/2012	NRALLES	Added to group MATS (mercury and air toxic standards) per MACT workgroup analysis and EPA affected source list.
11/14/2013	NRWANSB	Added AECI parent company to site as requested by a letter from the site on 9/10/13.
01/23/2014	NRALLES	Per Part 70 amendment, the installation ownership has changed from the Central Electric Power Cooperative to AECI as of Sept 2013, the month the plant last operated. The former facility-specific EIQ contact, Michael Stiefermann, ph 573-763-5314 ext 223, mstiefermann@cepc.net is now replaced with Todd Tolbert, the responsible official on the operating permit. The facility was already set in MoEIS to mail future EIQs to Todd as the parent company management with AECI had been previously updated.
03/17/2014	NRSTEVJ	Name change. Formerly CENTRAL ELECTRIC POWER COOPERATIVE, now ASSOCIATED ELECTRIC COOPERATIVE, INC. per notice from AECI.
10/23/2015	NRSTEVJ	Marked OB in MOEIS. Per inspection report, boilers have been removed. The Part 70 OP is still active, however and needs to be terminated.

Cancel

MoEIS Data Entry Login

Appendix H
City Utilities of Springfield - James River Documentation

- **Title Page of James River 2022 P70 Operating Permit**
- **Publication of closure**
- **Inspection report**

MISSOURI
DEPARTMENT OF
NATURAL RESOURCES
Air Pollution Control Program

PART 70
PERMIT TO OPERATE

Under the authority of RSMo 643 and the Federal Clean Air Act the applicant is authorized to operate the air contaminant source(s) described below, in accordance with the laws, rules, and conditions set forth herein.

Operating Permit Number: OP2021-036
Expiration Date: 04/04/2027
Installation ID: 077-0005
Project Number: 2019-08-042

Owner/Operator Name and Address
James River Power Station
5701 South Kissick Road
Springfield, MO 65804
Greene County

Installation Description:
James River Power Station is an electric generation facility owned and operated by City Utilities of Springfield, Missouri. Units 1, 2, 3, 4 and 5 (Boilers #1 through 5) have been retired from service at this facility. The installation is equipped with two natural gas/fuel oil-fired combustion turbines with nameplate capacities of 75 and 80 nominal megawatts and a natural gas-fired building heat boiler. The facility had previously taken a voluntary limit on HAPs emissions to maintain area source status but with the retirements of the boilers, this is no longer necessary and has not been included in this operating permit. The facility is major for NO_x, and CO.

04/04/2022
Effective Date

Director or Designee
Department of Natural Resources

Retiring the James River Power Station

After over 60 years of service, the James River Power Station (JRPS) is officially being retired. The decision to retire JRPS was based on escalating costs for compliance upgrades, aging infrastructure, and the availability of reliable renewable resources.

To decommission the power station, steps will be taken to dismantle or demolish parts of the plant. This work will include some exterior components, the lakeside water intake structure, and removal of the four stacks.

About the Demolition

The demolition process will be handled under strict safety and environmental compliance rules. The process will begin mid-September and is expected to conclude in early 2022. Usable areas of the facility, such as the building office space, electrical substation equipment, and two natural gas combustion turbines will remain.

Demolition Timeline

Note: The demolition timeline is subject to change and any target dates are approximate.

September - November

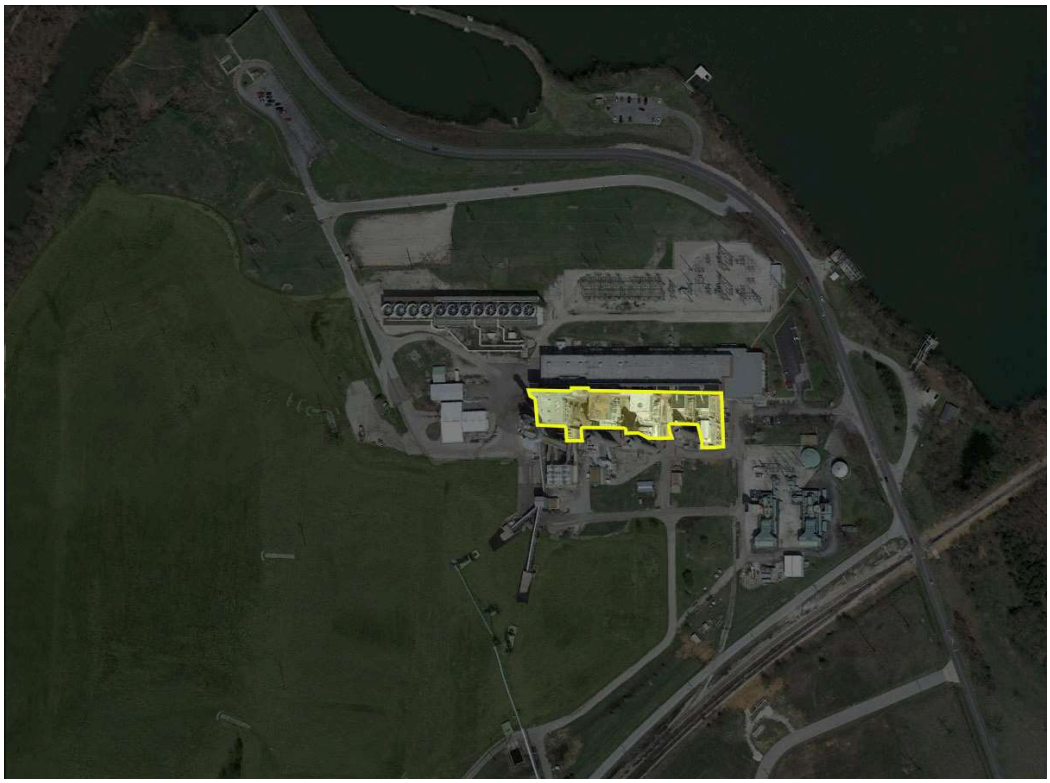
Transformer removal

View Larger Map

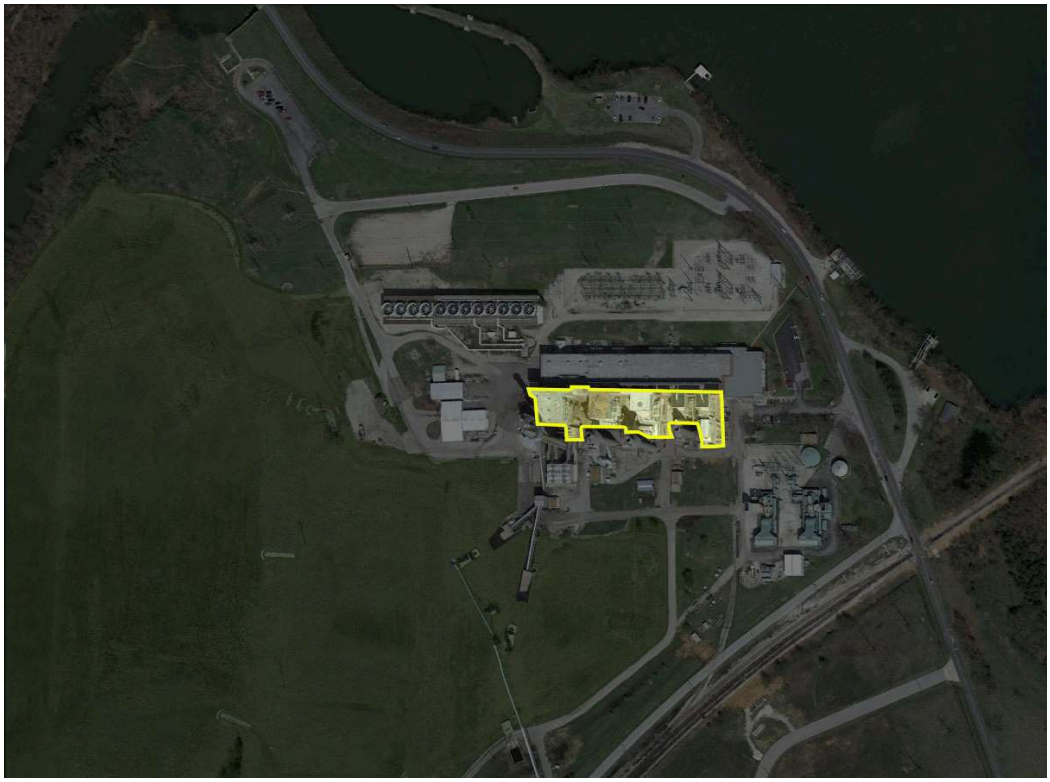
Approximate location of transformers

October - December

Remove exterior components



View Larger Map



Approximate location of Units 1, 2, 3, 4, & 5 components

October - January

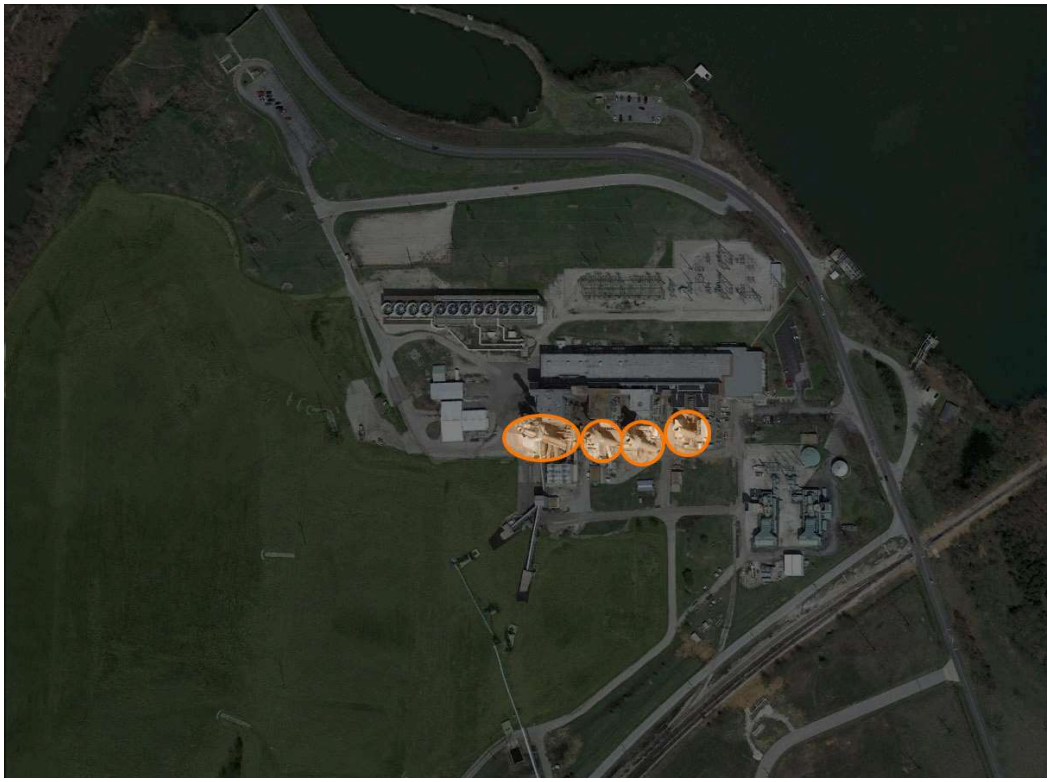
Remove coal handling equipment

View Larger Map

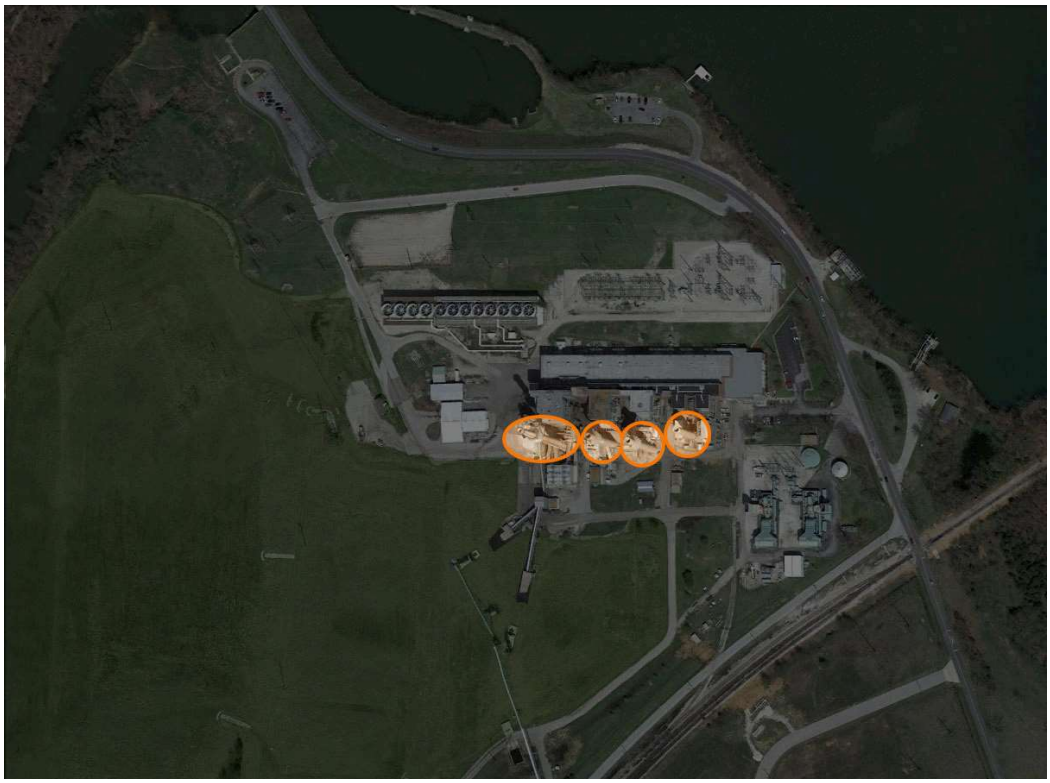
Approximate location of coal handling equipment

February 19th

Implode Stacks **Date subject to change*



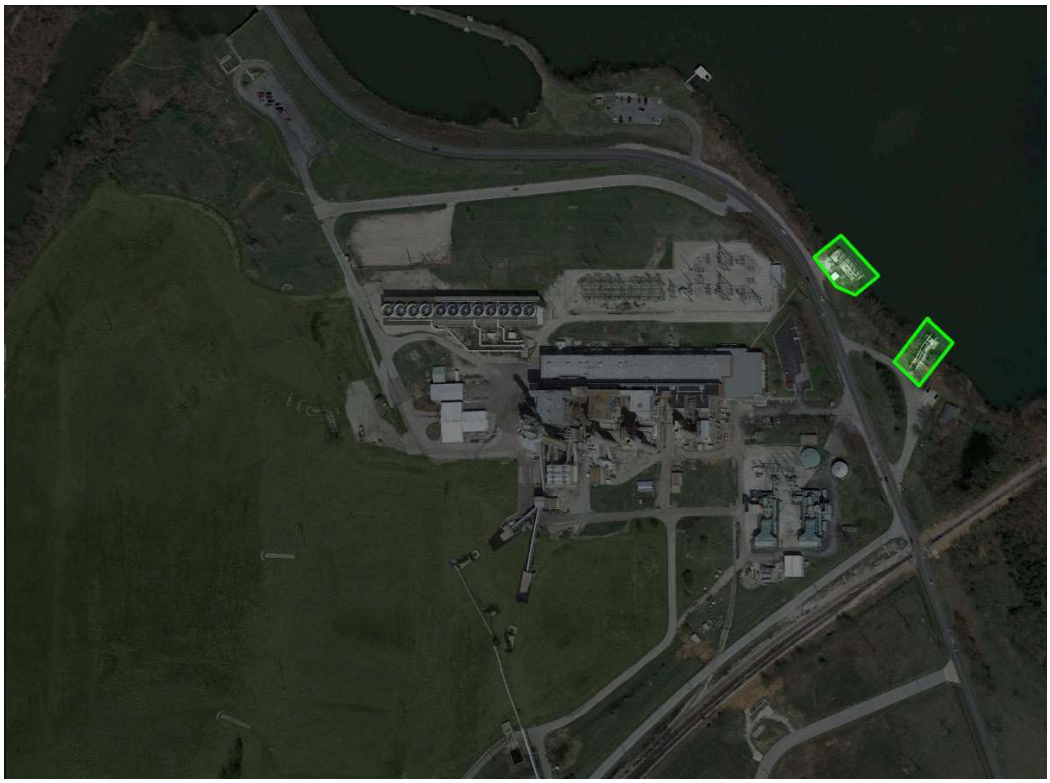
View Larger Map



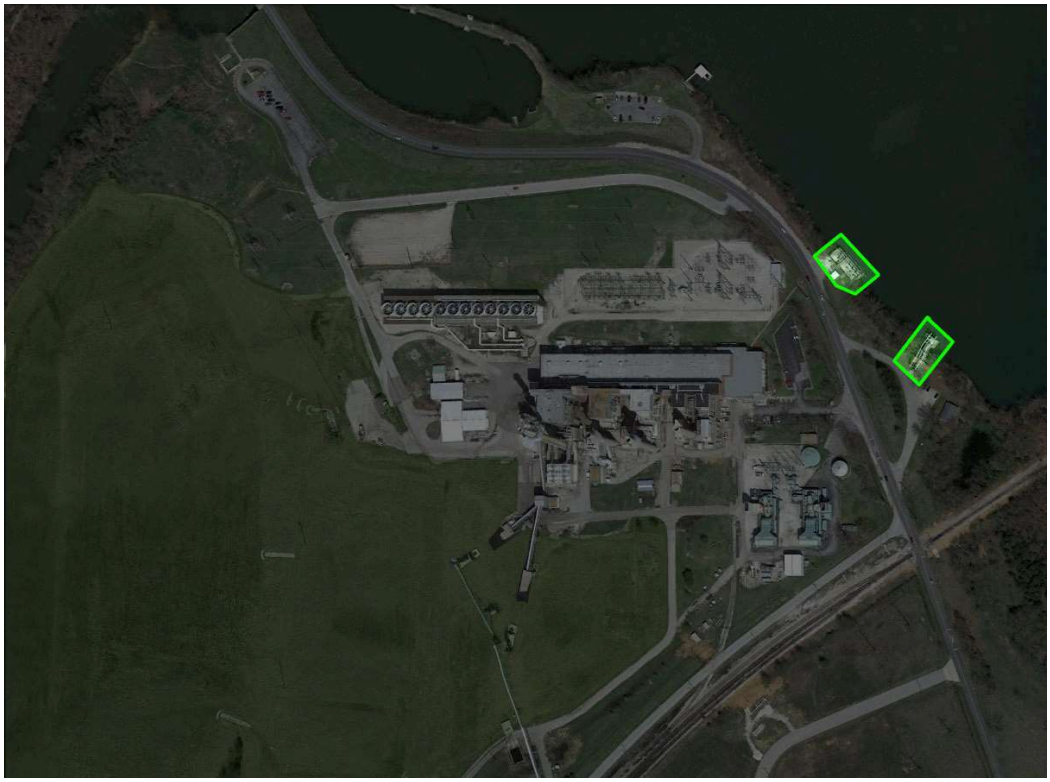
Approximate location of stacks

January

Remove North & South lake intakes



View Larger Map



Approximate location of North & South lake intakes

January - February

Remove cooling towers

View Larger Map

Approximate location of cooling towers

Progress Updates

Follow City Utilities on social media for the latest updates.

Facebook – cityutilities.net

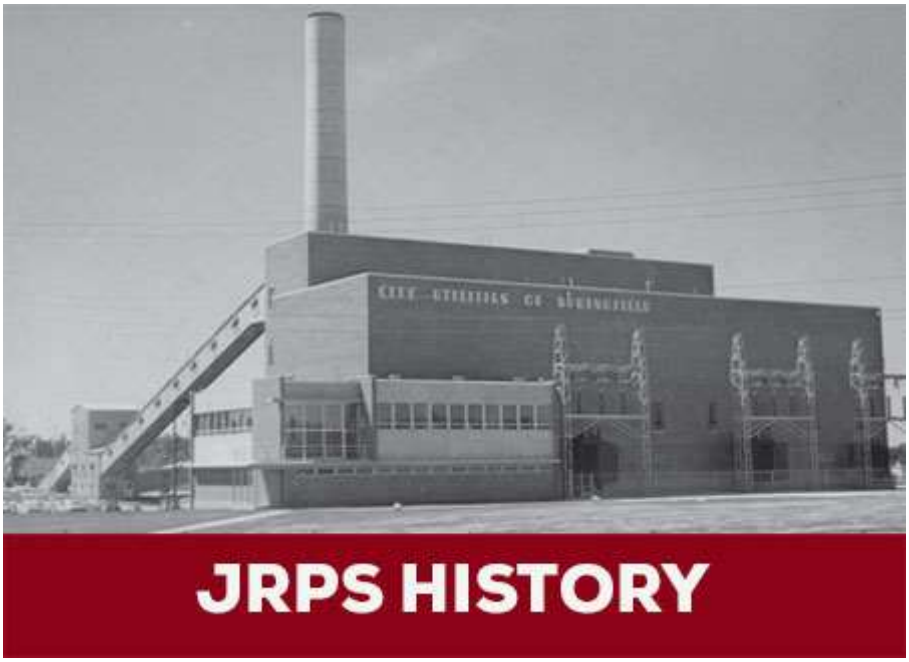
Twitter – @cityutilities

Questions?

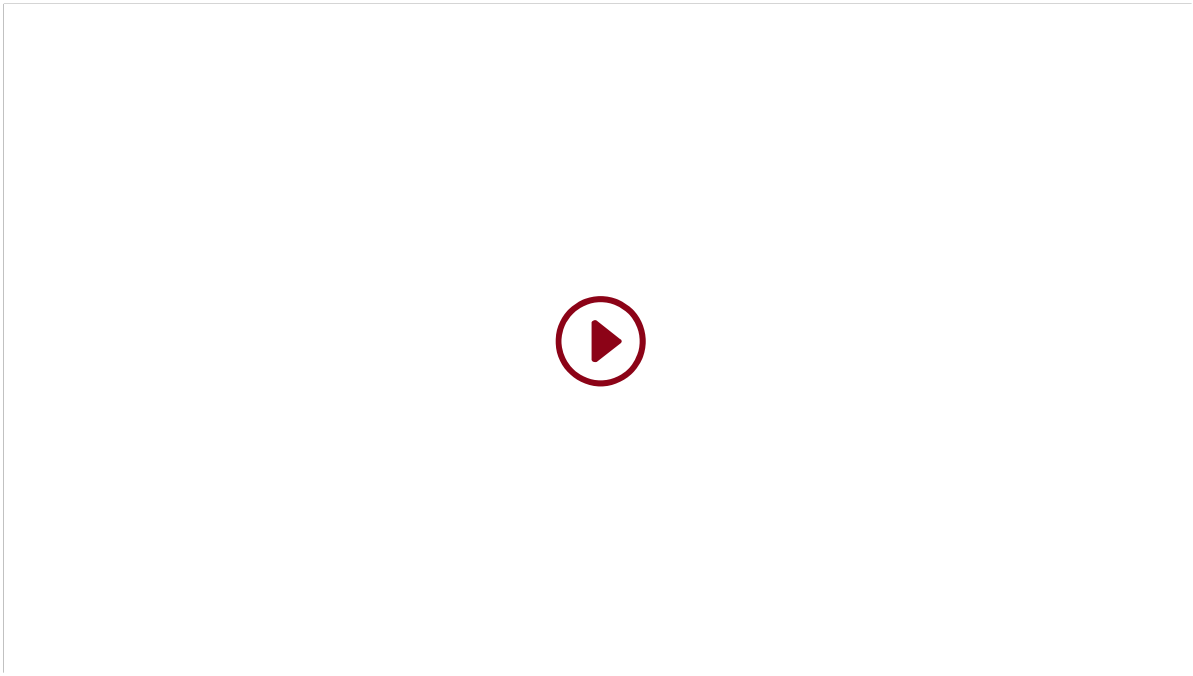
Do you have questions or want additional information?

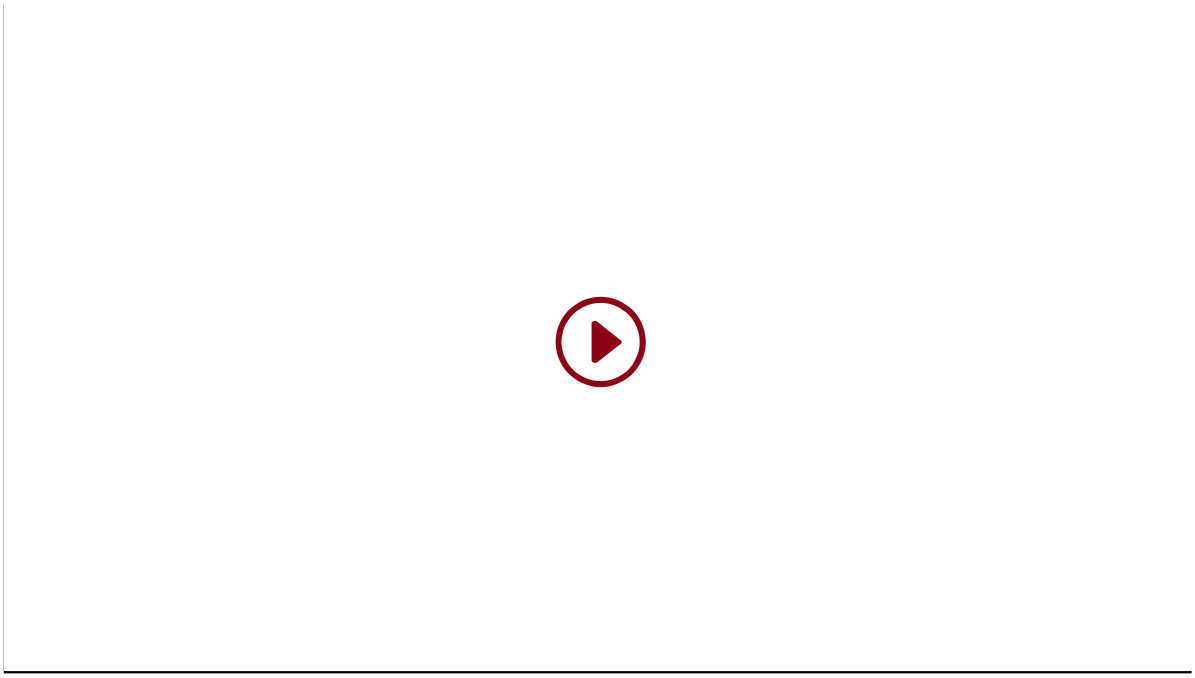
Contact Us

Letter to Neighbors



More Videos About JRPS





MISSOURI
DEPARTMENT OF
NATURAL RESOURCES

Michael L. Parson
Governor

Dru Buntin
Director

August 26, 2022

Gerad Fox
City Utilities of Springfield: James River Power
P.O Box 551
Springfield, MO 65801

FINDING OF COMPLIANCE

Dear Gerad Fox:

Staff from the Missouri Department of Natural Resources Southwest Regional Office conducted an inspection on August 19, 2022, of James River Power located at 5701 S. Kissick Road, Springfield, and in Greene County. The entity operates under the authority of operating permit OP2021-036 and has been assigned site number 077-0005.

Compliance with Missouri Air Conservation Law, Chapter 643, RSMo and applicable regulations was evaluated. The entity was found to be **in compliance** based upon the observations made at the time of the evaluation. The enclosed report describes the findings and may provide important recommendations, to ensure continued compliance. Your cooperation implementing those recommendations will be appreciated.

If you have any questions or would like to schedule a time to meet with Department staff to discuss compliance requirements, please contact Treavor Bussard by email at SWRO@dnr.mo.gov, at 417-891-4300 or in writing at Southwest Regional Office, 2040 W. Woodland, Springfield, Missouri 65807-5912.

Sincerely,

SOUTHWEST REGIONAL OFFICE

Tanya Turner
Regional Director

TST/tbb

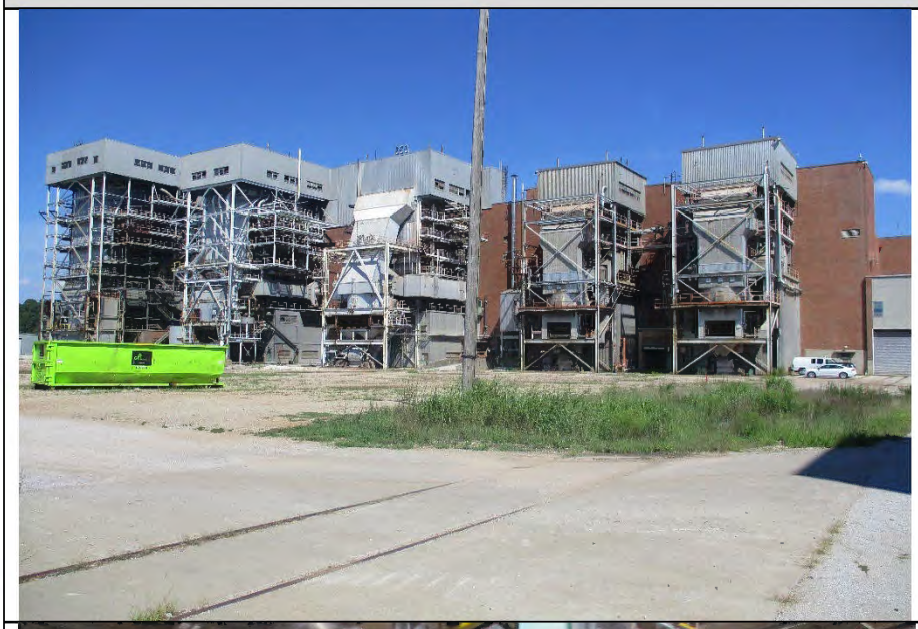
c: Chris Wood, Air Pollution Control Program, Enforcement

00770005-city-utilities-james-river-powerstation-20220826-fc-greene-air

MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL QUALITY

Attachment 1 - PHOTOGRAPH ADDENDUM

REGIONAL OFFICE
Southwest Regional Office



PHOTOGRAPH# 1
TAKEN BY: Treavor Bussard
DATE TAKEN: August 19, 2022
PROGRAM: APCP

ENTITY: James River Power Station
ID: 077-0005
LOCATION: 5701 S. Kissick Road Springfield, 65804
DESCRIPTION: Overview of the facility. Original Stacks were demolished in early 2022.

PHOTOGRAPH# 2
TAKEN BY: Treavor Bussard
DATE TAKEN: August 19, 2022
PROGRAM: APCP

ENTITY: James River Power Station
ID: 077-0005
LOCATION: 5701 S. Kissick Road Springfield, 65804
DESCRIPTION: Building heat boiler, not in use at the time of inspection.

PHOTOGRAPH# 3
TAKEN BY: Treavor Bussard
DATE TAKEN: August 19, 2022
PROGRAM: APCP

ENTITY: James River Power Station
ID: 077-0005
LOCATION: 5701 S. Kissick Road Springfield, 65804
DESCRIPTION: Turbines previously used to generate electricity.

Attachment 2 – Aerial Photograph
City Utilities: James River Power Station

Aerial Photograph Courtesy of Google Maps

MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL QUALITY
AIR POLLUTION CONTROL PROGRAM

LEVEL II STATE SOURCE INSPECTION FORM

DATE AND TIME OF INSPECTION	COUNTY
08/19/2022	Greene

NEW INFO ☐	SOURCE NAME: City Utilities of Springfield: James River Power	TELEPHONE NUMBER WITH AREA CODE: 417-874-8284
NEW INFO ☐	SOURCE LOCATION/CITY/ZIP CODE: 5701 S. Kissick/Springfield/65801	FAX NUMBER WITH AREA CODE: 417-831-8861
NEW INFO ☐	SOURCE REPRESENTATIVE AND TITLE: Gared Fox, PE, Engineer IV	EMAIL ADDRESS: Gared.fox@cityutilities.net
NEW INFO ☐	MAILING ADDRESS/CITY/ZIP CODE: P.O. Box 551/Springfield/65801	

TYPE OF OPERATION	TYPE OF OPERATING PERMIT
Steam Electric Generation	P70

SKY CONDITION	WIND DIRECTION AND SPEED	RELATIVE HUMIDITY	TEMPERATURE
Clear	SSE @ 7 MPH	58%	80

SOURCE CODES

COUNTY	PLANT	CLASSIFICATION	NON-ATTAINMENT	ACTION DATE (YY/MM/DD)
077	0005	A-1	☐	

RESULT CODES

	NSPS (2 Digits) 40 CFR Part 60	SUBPART	NESHAP (2 Digits) 40 CFR Part 61	SUBPART	MACT (2 Digits) 40 CFR Part 63	SUBPART
SIP (2 Digits) 04	Dc	04			ZZZZ	04
	GG	04				
OP (2 Digits 04						

COMMENTS

NUMBER OF EMPLOYEES	HOURS OF OPERATION	LAST INSPECTION
99	24/7	05/06/2020

PLANT WIDE LIMITATIONS

Permit Condition PW001
10 CSR 10-6.065 Operating Permits Voluntary federally-enforceable conditions

Emission Limitation:
The permittee shall not burn fuel oil with a sulfur content exceeding 0.1% sulfur, by weight.

Monitoring/Record Keeping
1. The permittee shall maintain an accurate record of the sulfur content of fuel used. Fuel purchase receipts, analyzed samples or certifications that verify the fuel type and sulfur content will be acceptable. Fuel oil samples taken by the permittee shall be conducted following delivery of the shipment or lot to the bulk storage facilities. Specifically, the permittee may use one of the total sulfur sampling options and the associated sampling frequency described in Appendix D to Part 75. Attachment A or an equivalent record keeping from shall be used to record all fuel oil samples and analyses required by this voluntary condition.
2. The permittee shall maintain all records for five (5) years. They shall be kept onsite for at least two (2) years. They may be kept in either hard-copy form or on computer media.
3. The permittee shall make records available immediately for inspection to the Department of Natural Resources' personnel upon request.
- The facility was able to provide three separate fuel analyses reports from 2021-2022, showing that JRPS only uses fuel oil with less than 0.1% sulfur. Analysis done by Dixie Corporation.

EMISSION UNIT SPECIFIC LIMITATIONS

Permit Condition 001 (EU-12: Combustion Turbine 2)
10 CSR 10-6.270 Acid Rain Source Permits Required

Emission Limitation:
The permittee shall obtain an Acid Rain Source Permit for EU-12 (GT2) pursuant to Title IV of the clean air act.

Monitoring/Recordkeeping:
The permittee shall retain the most current Acid Rain permit issued to the installation on-site and shall immediately make such permit available to any Department of Natural Resources' personnel upon request.
- Permit issued in conjunction with OP2021-036 and is effective until this permit expires in April 2027

Permit Condition 002 (EU11: Combustion Turbine 1, EU-12: Combustion Turbine 2)
10 CSR 10-6.364 Clean Air Interstate Rule Seasonal NOx Trading Program

Monitoring/Recordkeeping:
1. The permittee shall retain the most current CAIR permit issued to the installation on-site and shall make such permit available to any Missouri Department of Natural Resources' personnel upon request
- CAIR was replaced with CSAPR on 01/01/2015. The facility maintains compliance by submitting quarterly emissions and annual compliance forms.

Permit Condition 003 (EU11: Combustion Turbine 1, EU-12: Combustion Turbine 2)
40 CFR 97, Subparts AAAAA, CCCCC, and EEEEE
10 CSR 10-6.372 Cross-State Air Pollution Rule Annual NOx Trading Allowance Allocations
10 CSR 10-6.374 Cross-State Air Pollution Rule Ozone Season NOx Trading Allowance Allocations
10 CSR 10.376 Cross-State Air Pollution Rule Annual SO2 Trading Allowance Allocations

-The CSAPR subject units, and the unit specific monitoring provisions at this source are identified in Attachment C.

Permit Condition 004 (EU-11 Combustion Turbine, EU-12 Combustion Turbine)
10 CSR 10-6.060 Construction Permits Required
40 CFR Part 60 Subpart GG Standards of Performance for Stationary Gas Turbines

- BACT limits for NOx on EU-11 and EU-12, when burning natural gas, is set at 42 ppm by volume, one-hour rolling average. When burning No.2 Fuel Oil, the NOx BACT limit is 65 ppm by volume, one hour rolling average. The facility submitted stack testing done on both units, according the EU-11 data, at base load on Natural Gas, was 40.5 ppm. 1.5 ppm below the BACT regulations. The facility has operated both Gas Turbines (GT) units a total of 2,487 hours, (GT1: 1,682, GT2: 805) each unit is operating well below the permitted 3,000 hours. Only Natural Gas and No.2 fuel oil has been combusted in these units. Monthly total No.2 fuel hours between both units is limited to 260 hours in any consecutive 12-month period. As of July 2022 both units were ran for a total of 94.5 hours (GT1: 66.3 hours, GT2: 28.2 hours) Monthly totals of Natural Gas usage is recorded, (July 2022, GT1: 194.982 MCF, GT2: 197,940 MCF) Fuel analysis are preformed to monitor sulfur contents (Plant Wide Limitation PW001) A continuous monitoring system (COM) is operated and monitors fuel consumption and water to fuel ratio (WFR) fired in the turbine. Actual WFR values are greater than required (GT1 Required: .31 Actual .35, GT2 Required: .42 Actual .47) The limits imposed by the BACT limits established in this permit are more stringent than that of Subpart GG. Therefore the facility is in compliance with this permit condition and 40 CFR Part 60 Subpart GG.

Permit Condition 005 (EU-165 Natural Gas Fired Building Heat Boiler, EU-225 and 226 Water Bath Vaporizers)
10 CSR 10-6.070 New Source Performance Standards
40 CFR Part 60 Subpart Dc Standards of Performance for Small Industrial-Commercial-Institutional Steam Generating Unit

Emission Limitation
None

Monitoring/Record Keeping:
1. The permittee shall record and maintain records of the amount of each fuel combusted during each operating day.
2. As an alternative, the permittee that combusts only natural gas may elect to record and maintain records of the amount of each fuel combusted during each calendar month.
3. The permittee, where the only fuels combusted in any steam generating unit at the property are natural gas, may elect to record and maintain records of the total amount of each steam generating unit delivered to that property during each calendar month.

Reporting
1. The permittee shall submit notification of the date of construction or reconstruction and actual startup. This notification shall include.
A. The design heat input capacity of the affected facility and identification of fuels to be combusted in the affected facility.
B. If applicable, a copy of any federally enforceable requirement that limits the annual capacity factor for any fuel or mixture of fuels.
C. The annual capacity factor at which the owner or operator anticipates operating the affected facility based on all fuel fired.
- The facility records the amount of natural gas that is used daily in EU-165, EU-225, and EU-226. From March 2022, EU-165 used a total of 1,872 DTH of Natural Gas. From July 2022, EU-225 and EU-226 had burned no natural gas.

Permit Condition 006 (EU-127 Emergency Fire Pump)
10 CSR 10-6.075 Maximum Achievable Control Technology Regulations
40 CFR Part 63 Subpart ZZZZ, National Emission Standards for Hazardous Air pollutants for stationary Reciprocating Internal Combustion Engines.

Work Practice Standards
1. The permittee shall comply with the following requirements
A. Change oil and filter every 500 hours of operation or annually, whichever comes first.
B. Inspect air cleaner every 1,000 hours of operation or annually, whichever comes first, and replace as necessary.
C. Inspect all hoses and belts every 500 hours of operation or annually, whichever comes first, and replace as necessary.

Operational Limitations:
1. The permittee shall operate and maintain the stationary RICE and after-treatment control device (if any) according to the manufacturer's emission-related written instructions or develop a maintenance plan.
2. The permittee shall install a non-resettable hour mete if one is not already installed.

Recordkeeping
1. The permittee shall keep records of the maintenance conducted on the stationary RICE in order to demonstrate that the permittee operated and maintained the stationary RICE and after-treatment control device (if any) according to a maintenance plant.
2. The permittee shall keep records of the hours of operation of the engine that is recorded through the non-resettable hour meter. The permittee shall document how many hours are spent for emergency operation, including what classified the operation as emergency and how many hours are spent for non-emergency operation.
- All required maintenance/inspections listed above is performed annually or every 250 hours of runtime. The facility maintains a log of maintenance and inspections performed on EU-127. This unit is equipped with a non-resettable hour meter and is also tracked electronically. All deviations are recorded in the semi-annual monitoring report with one being noted in September of 2021 for an exceedance of the 100 hr/yr non-emergency runtime. The facility noted the cause of deviation to be low water pressure in the fire suppression system that causes the pump engine to automatically operate. The facility responded by establishing procedures to address low water pressure in a timely manner.

Permit Condition 007 (EU-225 Paved Haul Roads for propane-air peak shaving plant)
10 CSR 10-6.060 Construction Permits Required

Emission/Operational Limitation
The permittee shall control dust from the haul road(s) by using paved haul road(s). The installation shall periodically water and/or wash the paved portions of the affected areas such that no "appreciable visible emission" of particulate matter is allowed to occur from the surface of these paved road(s)
- Water of paved haul roads was removed by permit number 102006-006A. Maintenance and repair of the road surface is conducted as necessary to ensure the physical integrity of the pavement to achieve control of fugitive emissions from these areas.

Permit Condition 008 (EU-11: Combustion Turbine 1, EU-12: Combustion Turbine 2, EU-127: Emergency Fire Pump)
10 CSR 10-6.260 Restriction of Emission of Sulfur Compounds

Emission Limitations:
The permittee shall not cause or permit the emission into the atmosphere gases containing more than five hundred parts per million by volume (500 ppmv) of sulfur dioxide or more than thirty-five milligrams per cubic meter (35 mg/cubic meter) of sulfuric acid or sulfur trioxide or any combination of those three gases averaged on any non-consecutive three (3)-hour period.
- These units are subject to a fuel sulfur content limit in Permit Condition PW001 (0.1% sulfur content) which will ensure compliance with the sulfur emissions limitations.

Permit Condition 009 (EU-165 NG Building Heat Boiler, EU-225 and 226: NG Water Bath Vaporizers)
10 CSR 10-6.220 Restriction of Emission of Visible Air Contaminants

Emission Limitation:
1) The permittee shall not cause or permit to be discharged into the atmosphere from these emission units any visible emissions with an opacity greater than 20 percent for any continuous six-minute period. [10 CSR 10-6.220(3)(A)1]
2) Exception: The permittee may discharge into the atmosphere from any emission unit visible emissions with an opacity up to 60 percent for one continuous six-minute period in any 60 minutes. [10 CSR 10-6.220(3)(A)2]
-According to the statement of basis since these units burn exclusively natural gas, emissions are not expected to be emitted from these sources which could possibly violate the opacity limits

CORE PERMIT REQUIRMENTS

10 CSR 10-6.050: Start up, Shutdown and Malfunction Condition
- All malfunctions and exceedances are reported in a timely manner.

10 CSR 10-6.065: Operating Permits
- The facility was issued operating permit OP2021-036 on April 4, 2022 and is set to expire in April 2027, a renewal application must be submitted at least 6 months prior to expiration.

10 CSR 10-6.110: Reporting of Emission Data, Emission Fees, and Process Information
- EIQ submitted yearly and on time.

10 CSR 10.6150: Circumvention
- No circumvention of this permit has occurred.

10 CSR 10-6.165 Restriction of Emission of Odors
- no odors during time of inspection.

10 CSR 10-6.170: Restriction of Particulate Matter to the Ambient Air Beyond the Premises of Origin
- No dust was leaving the property during the time of inspection.

10 CSR 10-6.180 Measurement of Emissions of Air Containments
- No excess visible air containments were observed during the time of inspection.

☒	FACILITY IN COMPLIANCE	INSPECTOR SIGNATURE Treavor Bussard:	
☐	FACILITY NOT IN COMPLIANCE LETTER OF WARNING: 10 CSR 10-6.060	TITLE Environmental Specialist I	OFFICE SWRO
☐	FACILITY NOT IN COMPLIANCE NOTICE OF EXCESS EMISSION #	FACILITY REPRESENTATIVE SIGNATURE/TITLE	
☐	FACILITY NOT IN COMPLIANCE NOTICE OF VIOLATION #		

MO 780-2178 (04-13)

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL QUALITY
AIR POLLUTION CONTROL PROGRAM

STATE SOURCE INSPECTION: EMISSION POINT LOG

SOURCE NAME	COUNTY CODE	PLANT CODE	DATE OF INSPECTION
James River Power Station	077	0005	August 19, 2022

EMISSION POINT			CONTROL DEVICE			OPACITY (%)	COMPLIANCE		COMMENTS
I.D. #	DESCRIPTION	PROCESS	I.D. #	TYPE	OPERATING PARAMETERS		STATUS	METHOD	
E10	Storage Tank	Fuel Oil (F)				0%	04	Vis	
E11	Turbine #1	(S)	CD7	Water Injection			06		Fuel oil + NG
E12	Turbine #2	(S)	CD8	Water Injection			06		Fuel oil + NG
E127	Emergency Fire Pump	(F)					06		
E143	Ash Landfill	(F)	CD13	Water Spray			06		Temp closed 2017
E165	Building Heat Boiler	(S)	CD165	Low NOx burner			06		
E17	Haul Road	(F)	E17	Water Spray			06		
E18	Space Heaters	11 total (F)					06		
E19	Solvent Cleaning	Parts Washing (F)	E19	Enclosure			06		
E225	Water Bath (vaporizer)	(S)					06		
E226	Water Bath (vaporizer)	(S)					06		
E255	Haul Road	Paved (F)				0%	04	Vis	

Appendix I
Empire District Electric - Asbury
Documentation

- **Empire District Electric – Asbury Permanent Retirement Letter**
- **Empire District Electric – Asbury P70 Operating Permit Termination Letter**
- **Publication of closure**
- **MOEIS Out of Business**

Liberty Utilities®
EMPIRE DISTRICT

November 26, 2019

Mrs. Darcy Bybee
MDNR Air Program
P.O. Box 176
Jefferson City, MO 65102-0176

RE: PERMANENT RETIREMENT (ASBURY POWER PLANT 097-0001)

Dear Mrs. Bybee:

As you perhaps are already aware, Empire/Liberty Utilities has been planning to permanently retire the Asbury Power Plant electric generating unit (Asbury EGU). The retirement date has been determined and on March 1, 2020 the Asbury EGU will permanently retire.

Empire/Liberty Utilities is requesting that the MDNR Air Program take official action to make the current Part 70 Permit to Operate (OP2018-001) which became effective January 8, 2018 null and void/ non-effective as of the permanent retirement date March 1, 2020. Also, we request that all other air permits associated with permit OP2018-001, including but not limited to the Acid Rain Permit and construction permits, become null and void/ non-effective as of the March 1, 2020 Asbury EGU permanent retirement date.

If the MDNR Air Program requires any specific information or documentation associated with this request or has any questions please contact Jeff Burkett at 417-625-4236.

Best regards,

David Eaton

Asbury Plant Manager

Missouri Department of NATURAL RESOURCES
dnr.mo.gov
Michael L. Parson, Governor
Carol S. Comer, Director

April 24, 2020

David Eaton
Asbury Plant Manager
Liberty Utilities – Empire District
602 S. Joplin Avenue
PO Box 127
Joplin, MO 64802

RE: Termination Request for Part 70 Operating Permit OP2018-001
Project No. 2019-12-036, Installation ID 097-0001

Dear David Eaton:

The Air Pollution Control Program has received the request, dated November 26, 2019, to terminate the Part 70 Operating Permit for the Empire District – Asbury Power Plant, Installation ID 097-0001. The notification states that this installation will be permanently retired as of March 1, 2020. Based upon discussions with Jeff Burkett, Empire District will maintain a presence on this site for the wind generation activities, but any and all fuel combustion related to the generation of electricity for sale to the grid will have ceased by March 1, 2020. In fact, all of the coal had been used by mid-December, and any operation of the Asbury Power Plant would have been fueled with No. 2 fuel oil.

My staff has reviewed the documentation verifying the discontinuation of all relevant operations, activities and emissions associated with this installation. Therefore, **termination of Operating Permit OP2018-001** is granted by the Missouri Air Pollution Control Program; this termination also covers the Acid Rain Permit. With the cessation of operation of the Asbury Power Plant, Empire District will be relieved of the duty to keep records of operation of the Asbury Power Plant after the date of shutdown. While Empire District is not required to file an Emissions Inventory Questionnaire (EIQ) under State Regulation 10 CSR 10-6.110, *Submission of Emission Data, Emission Fees and Process Information* for future years for the Asbury Power Plant, Empire District will be responsible for reporting any emissions through the date of shutdown, and will be responsible for filing the annual and semi-annual compliance certifications for the 2020 reporting year.

If you have any questions regarding this issue, please contact Michael Stansfield at (573) 751-4817, or you may write to the Department of Natural Resources, Air Pollution Control Program, P.O. Box 176, Jefferson City, MO 65102.

Sincerely,

AIR POLLUTION CONTROL PROGRAM

Kendall B. Hale

Kendall B. Hale
Permits Section Chief

KBH:msa

c: PAMS File: 2019-12-036

Liberty

(/all/residential)

To the next 50 years: Demolition of Asbury Power Plant ushers in a new era for the site

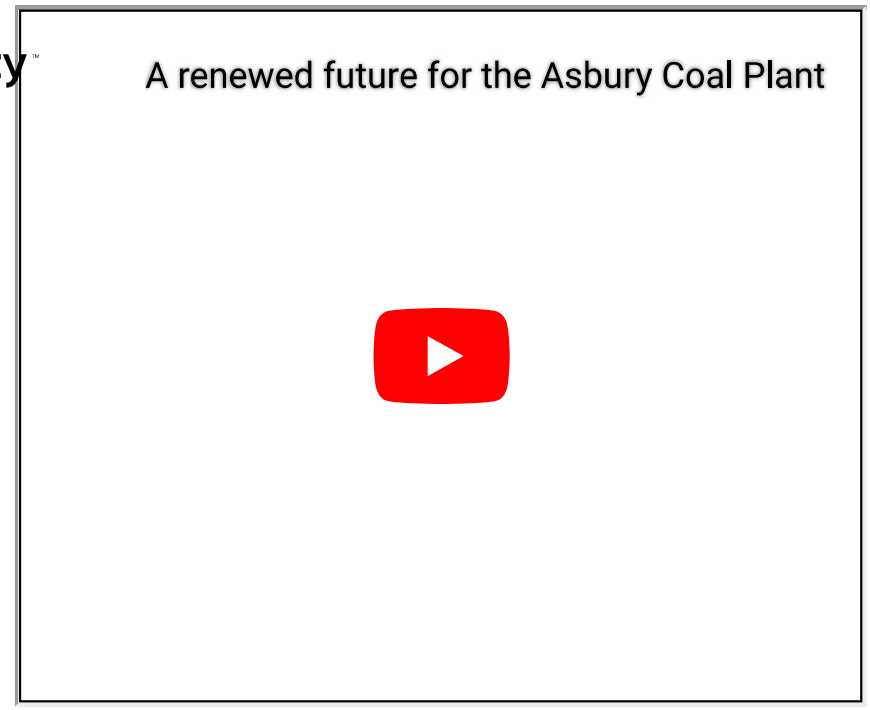
2023-07-17

Speaking to employees and contractors assembled in a field near Liberty's Asbury Power Plant, Central Region President Kevin Noblet admitted the plant's demolition – scheduled to take place just minutes later – was likely a bittersweet moment for some.

But this moment was not a funeral. Far from it.

"This is a celebration of life," said Noblet. "We're not closing the book on Asbury. We're just completing one chapter of the book."

A few moments later, a siren sounds a one-minute warning, and all eyes turn to the power plant, the air pollution control system building, and two towering stacks – one 400-feet tall, the other 465 feet.



As the demolition began, the concussive blasts could be felt through the ground as the buildings collapsed, followed by the stacks. Only a brief cloud of dust remained over the debris as a new chapter for Liberty's presence in Asbury was started.

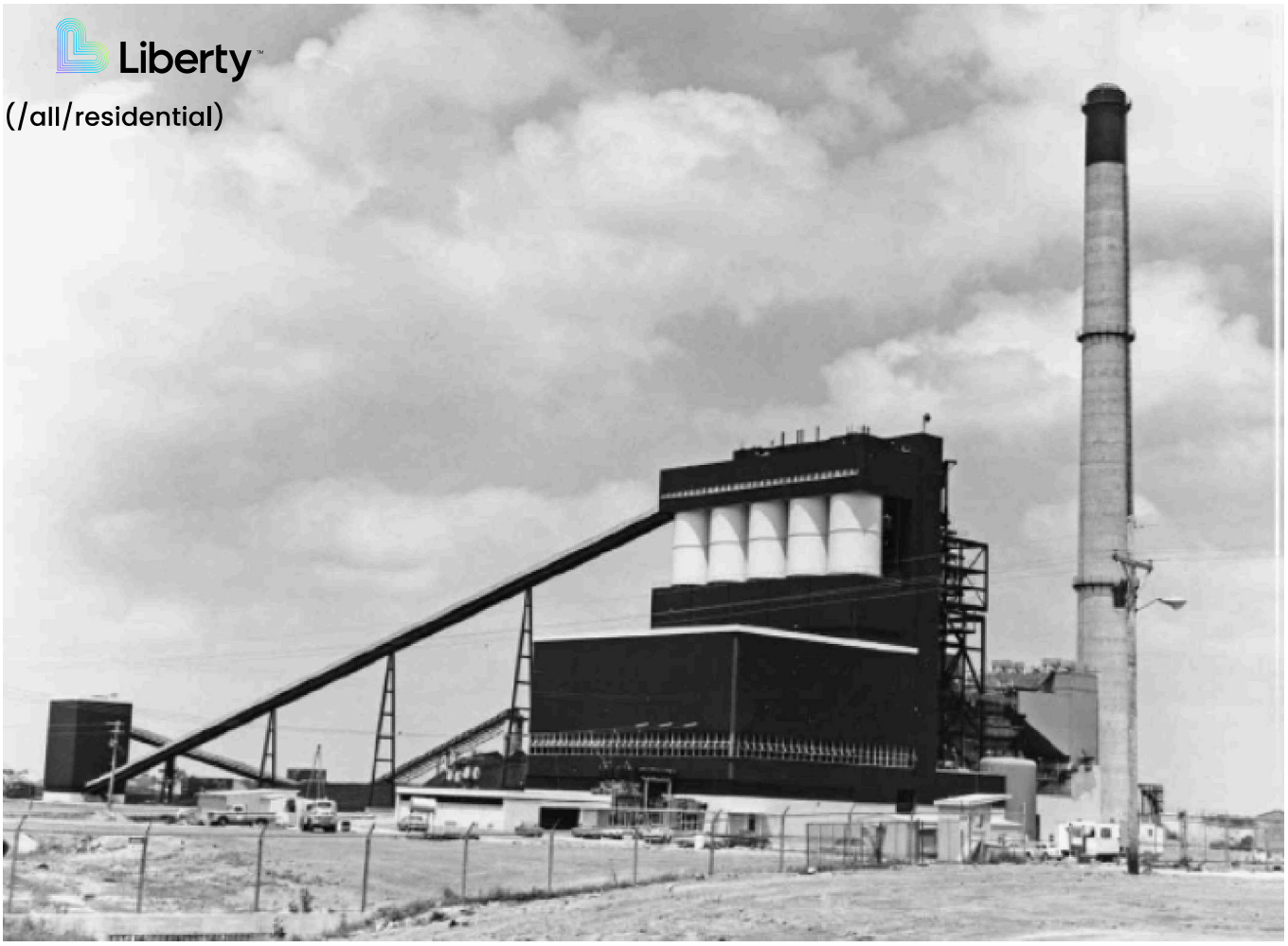
'End of an era'

An estimated crowd of nearly 700 people gathered on Sept. 5, 1967, for the groundbreaking for what was then The Empire District Electric Company's $26 million plant in Asbury. Among those in attendance were Missouri Gov. Warren Hearnes, Kansas Gov. Robert Docking, and several members of the U.S. Congress.

The plant became fully operational in June 0f 1970. It provided approximately 200 MW of coal-powered generation and remained operational for nearly five decades. A fiberglass cooling tower was added in 1997, making operations more efficient. In 2005, it was recognized by Power magazine as one of their Top Plants. But as time marched on, energy needs and sources both changed. The plant became less economical compared to other forms of energy generation and faced significant and expensive investments required by the Environmental Protection Agency. It was removed from service March 1, 2020. All employees had the opportunity to transition to different jobs within Liberty, with many taking positions at one of the company's three wind farms.

"It was Empire's flagship plant for many years," said Missouri Rep. Bob Bromley, who retired as plant manager in 2016 and now serves Jasper and Newton counties as Representative of the 162nd District. "I always enjoyed working with the people out here."

Bromley began his career in 1982, and having earned a degree in mining engineering, he was hired as a fuel supervisor.



He later served as the plant's environmental director before being named plant manager in 2005.

As he prepared to watch the demolition get underway, he called it "the end of an era."

Demolition derby

Preparation for the demolition began more than a year ago, said Shaen Rooney, Liberty's Director of Strategic Projects.

(/all/residential)

"It began with environmental surveys," he said. "The contractor came to the site last October to start the first phase, which was removal of all hazardous materials from the plant. That took about four months and was finished up in February.

"The last three or four months of work was to prepare for today – the explosive demolition. Our demolition contractor came up with an engineered plant for what beams and other sections needed to be pre-cut so that everything falls the way it's supposed to."

Five days prior to demolition, explosives – including more than 1,690 pieces of dynamite and other explosives – were placed in areas previously identified for what was a successful implosion.

"The rest of the summer will be spent cutting up parts of the plant as it lays on its foundation," said Rooney. "It will be loaded up in trucks and sent off for steel recycling, while copper and other metals will be separated out and sent to different mills. Then we'll work on demolishing the concrete foundation, backfilling excavations that are no longer needed, and eventually planting grass."

AROC and roll

With the dust settled, the next question becomes: What next?

"We'll continue to use (the site) to serve our customers," said Rooney. "Our renewable operations center is here. With its proximity to a substation, it really has a lot of potential."'

In fact, the new chapter is already being written, as its already the location of the Asbury Renewable Operations Center – already affectionately known as AROC.

The substation serves as the interconnection point for North Fork Ridge, one of three Liberty wind farms generating approximately 600 megawatts of clean, renewable energy. An office building, maintenance shop and employee facility remain. Discussions are already underway as the company considers future opportunities for the site, using the existing infrastructure to support clean and reliable power generation.

The book on Liberty and Asbury is still being written, Noblet reminded those gathered to watch the plant come down.

"We had 50 years of great jobs and employment here," he said. "We hope to have another 50 years of this site providing safe, reliable, and affordable power for the community."

Visit Liberty Connections for more stories, news and information.

Click Here

Liberty™

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(/all/residential)

About Us (https://libertyutilities.com/about.html)

Sustainability (https://libertyutilities.com/sustainability.html)

Careers (https://jobs.libertyenergyandwater.com/)

News (https://libertyutilities.com/news.html)

For Business

Partnering (https://libertyutilities.com/business-partners.html)

Business Development (https://libertyutilities.com/what-we-do/business-development/contact-us.html)

Economic Development (https://libertyenergyandwater-ed.com)

Transmission & Compliance (https://libertyutilities.com/liberty-utilities-transmission/lu-transmission.html)

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Algonquin

AQN Website (https://algonquinpower.com)

Investors (https://investors.algonquinpower.com)

(/all/residential)

Site Comment List

Site Selection Criteria

Emission Year: 2023

FIPS County: 097 JASPER Region: SWRO

Plant: 0001 EMPIRE DISTRICT ELECTRIC CO ASBURY PLANT Jurisdiction: DNR

Date Entered	Last Updated By	Comment
04/30/2004	NRADAMT	Address formerly listed as Rt 1, Box 53 in Asbury per 2003 EIQ and OP renewal.
01/17/2008	NRBARNJ	Changed NAICS to 221112 (formerly 221111) in site maint. and emission processes as is fossil fuel not hydroelectric. Jeanette Barnett 1-17-2008
01/10/2012	NRALLES	Added to group MATS (mercury and air toxic standards) per MACT workgroup analysis and EPA affected source list.
12/17/2012	NRBARNJ	Per Richard Barnes 11-1-12 insp, NSPS-Db & NSPS-GG apply so added them to site to group match. Jeanette Barnett
03/17/2020	NRSTEVJ	This installation will be permanently retired as of March 1, 2020. A Part 70 termination is being issued. Keeping Part 70 until the 2020 EIQ has been assured.
07/09/2020	NRSTEVJ	Marked OB. Plant did not operate in Calendar year 2020.

Cancel

Appendix J
KCPL Montrose
Documentation

- **Amendment #1 to KCPL Montrose Unit #1 Termination letter**
- **Amendment #2 to KCPL Montrose P70 Operating Permit termination letter**
- **Publication of closure**
- **MOEIS shutdown**

January 24, 2019

Kendall B. Hale
Permits Section Chief
Air Pollution Control Program
Missouri Department of Natural Resources
1659 E Elm Street
Jefferson City, MO 65101

2019-01-032

083-0001

Re: KCP&L Montrose Generating Station

Dear Mr. Hale:

Kansas City Power & Light Company (KCP&L) plans to permanently shut down the Montrose Generating Station (Montrose) and dismantle and remove most of the equipment on site. The two coal-fired boilers, coal and ash material handling equipment, storage tanks, and other supporting equipment will no longer be in operation.

Table 1 contains a summary of the future operational status of the emission units at Montrose as the result of the retirement of the electric generating units.

Table 1: Emission Units at the Montrose[a]

Emission Unit #	Description	Continued Operation?
EP01	Rotary Coal Car Dumper and Conveyor	No
EP02	Coal Storage Piles	No
EP03	Coal Transfer and Conveying	No
EP05	300,000-gallon fuel oil storage tank	Yes
EP07	Boiler #2	No
EP08	Boiler #3	No
EP09	Fly Ash Silo Unloading to Trucks	No
EP10	Fly Ash Silo Unloading to Trucks	No
EP11	Fly Ash Silo Unloading to Trucks	No
EP12	Fly ash unloading to open storage pile	No
EP13	Fly ash pile maintenance activities	Yes
EP14	Haul roads	Yes
EP15	45,000-gallon fuel oil storage tank	Yes
EP16	45,000-gallon fuel oil storage tank	Yes

EP18	250-gallon diesel storage tank for fire pump	Yes
EP19	Emergency Fire Pump Engine	Yes
EP64	47-hp Emergency Generator	Yes
EP65	250-hp Emergency Generator	Yes
EP42, EP61, EP205	Solvent parts cleaner/degreaser	No
EP48	1,000-gallon used oil tank	Yes
EP94, EP95, EP96, and EP105	Fly ash silo vents	No
EP202, EP203	Two-sided 2,000-gallon split diesel/gasoline storage tank	Yes
EP206	Portable pump (maintenance)	Yes
EP207	Portable heating units	No
EP208	Painting (maintenance)	No
EP209	Dual compartment split tank. 250 gallons of gasoline and 500 gallons of diesel fuel.	Yes
EP210	Sand blasting (maintenance)	No
EP214	300-gallon diesel tank for portable pump	Yes
EP221	400-gallon diesel tank for emergency generator	Yes
N/A	54-gallon diesel storage tank for EP64	Yes
N/A	Coal combustion residue utility waste landfill	Yes

(a) As listed in Operating Permit Number OP2017-047

While the installation was previously a Named Installation per 10 CSR 10-6.020, the retirement of the fossil-fuel-fired steam electric plant will result in the facility no longer being a Named Installation. Because Montrose is no longer a Named Installation, fugitive emissions do not count towards operating permit applicability.

Emission points EP206 (portable pump) and EP214 (diesel tank for portable pump) are used for maintenance activities at the site and are therefore considered trivial activities and are exempt from permitting. These units were not included in the PTE since they are exempt maintenance units per the MDNR Operating Permit Application instructions.

Table 2 shows the non-fugitive potential to emit (PTE) at Montrose. Attachment A shows the emission calculations for each emission point.

Table 2: Montrose PTE

Pollutant[a]	Potential to Emit (tpy)[b,c]	De Minimis Level (tpy)
PM	0.64	25
PM_{10}	0.64	15
$PM_{2.5}$	0.64	10
Sulfur Oxides	0.60	40
Nitrogen Oxides	9.08	40
Carbon Monoxide	1.96	100
Volatile Organic Compounds	0.99	40
Hazardous Air Pollutants	0.01	25

(a) PM_{10} = particulate matter less than 10 microns in diameter, $PM_{2.5}$ = particulate matter less than 2.5 microns in diameter, tpy = tons per year.
(b) Based on 8,760 hours per year and AP-42 emission factors for the 47-hp diesel generator.
(c) Based on 500 hours per year and AP-42 emission factors for the emergency diesel generator and fire pump.

OPERATING PERMIT TERMINATION

Since the PTE of the non-fugitive emission units at the Facility is less than De Minimis Levels, KCP&L requests that MDNR terminate Operating Permit Number OP2017-047.

FUTURE ON-SITE LANDFILL OPERATION

As noted in Table 1 above, the onsite landfill and associated emission units at Montrose will remain operational. Following the termination of the Operating Permit, KCP&L proposes to accept offsite industrial waste which has been generated at other company owned generating stations in the Montrose onsite landfill. The only emissions from the proposed process will be fugitive in nature (haul road, truck dumping, pile maintenance, etc.).

While the installation was previously a Named Installation per 10 CSR 10-6.020, with the shutdown of the fossil-fuel-fired steam electric plant, the facility is no longer a Named Installation. Because Montrose is no longer a Named Installation, these fugitive emissions will not require an air construction permit.

KCP&L requests MDNR concurrence that an air permit is not required to allow for the disposal of offsite industrial waste in the onsite landfill at Montrose following Operating Permit termination.

EMERGENCY GENERATOR RECLASSIFICATION

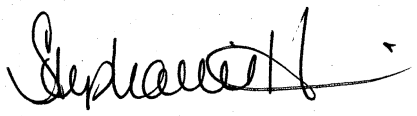
KCP&L would like to reclassify EP64, a diesel-fired generator which is currently classified as an emergency engine, to a non-emergency engine. EP64 is a 47-hp diesel generator that allows Montrose to raise the gate at the dam which controls the water level at the plant lake. This generator will be necessary to remain in operation because electricity will no longer be supplied to the gate controls at the dam.

The generator is a 2008 model engine subject to the New Source Performance Standard for Stationary Compression Ignition Internal Combustion Engines (NSPS Subpart IIII). The non-emergency and emergency emission limits in NSPS Subpart IIII for an engine of this age and size are the same (§60.4204(b) – non-emergency limits and §60.4205 – emergency limits). KCP&L will continue to comply with the applicable requirements of NSPS Subpart IIII for non-emergency engines.

KCP&L requests MDNR approval of the recategorization of EP64 to a non-emergency generator.

If you have any questions regarding the above requests, please contact me at 785-575-8447 or stephanie.hirner@westarenergy.com.

Sincerely,



Stephanie Hirner
Manager, Air Permitting and Compliance

ATTACHMENT A – EMISSION CALCULATIONS

Montrose Generating Station - Emissions Summary

Operating Summary	
EP19 Fire Pump Hours	500
EP64 Dam Pump Hours	8,760
EP65 Emg Gen Hours	500

Potential to Emit (Tons Per Year) Emissions Summary

Pollutant	Emergency Diesel Fire Pump (EP19)	Non-emergency Engine (EP64)	Emergency Diesel Generator (EP65)	300,000-gallon Fuel Oil Tank (EP05)	45,000-gallon Fuel Oil Tank (EP15)	45,000-gallon Fuel Oil Tank (EP16)	250-gallon Diesel Tank (EP18)	Diesel/Gasoline Tanks for On-site Vehicles (EP202, EP203, & EP209)	400-gallon Diesel Tank (EP221)	54-gallon Tank for (EP64)	PTE (tpy)
NOx	1.11	7.53	0.43	--	--	--	--	--	--	--	9.08
CO	0.24	1.62	0.09	--	--	--	--	--	--	--	1.96
SOx	0.07	0.50	0.03	--	--	--	--	--	--	--	0.60
PM10	0.08	0.53	0.03	--	--	--	--	--	--	--	0.64
PM2.5	0.08	0.53	0.03	--	--	--	--	--	--	--	0.64
VOC	0.11	0.73	0.04	0.02	3.30E-03	3.30E-03	1.20E-04	8.07E-02	1.00E-04	1.25E-04	0.99
VOC	1.63E-03	1.10E-02	6.29E-04	--	--	--	--	--	--	--	0.01

Montrose Generating Station
EP19 - Emergency Diesel Fire Pump Emissions

Caterpillar 3406 (installed 1993)

Size	**400**	**hp**
Heat Input	**1.01**	**MMBtu/hr**
Operation	**500**	**hours/yr**

Pollutant	Emission Factor (lb/mmBtu)	Emission Rate (lb/hr)	PTE (tpy)
NOx	4.41	4.45	1.11
CO	0.95	0.96	0.24
SOx	0.29	0.29	0.07
PM10	0.31	0.31	0.08
PM2.5	0.31	0.31	0.08
VOC	0.43	0.43	0.11
Total HAPs	0.01	0.01	0.00
Benzene	9.33E-04	9.4E-04	2.4E-04
Toluene	4.09E-04	4.1E-04	1.0E-04
Xylenes	2.85E-04	2.9E-04	7.2E-05
Propylene	2.58E-03	2.6E-03	6.5E-04
1,3-Butadiene	3.91E-05	3.9E-05	9.9E-06
Formaldehyde	1.18E-03	1.2E-03	3.0E-04
Acetaldehyde	7.67E-04	7.7E-04	1.9E-04
Acrolein	9.25E-05	9.3E-05	2.3E-05
Polycyclic aromatic hydrocarbons (PAH)			
Naphthalene	8.48E-05	8.6E-05	2.1E-05
Acenaphthylene	5.06E-06	5.1E-06	1.3E-06
Acenaphthene	1.42E-06	1.4E-06	3.6E-07
Fluorene	2.92E-05	2.9E-05	7.4E-06
Phenanthrene	2.94E-05	3.0E-05	7.4E-06
Anthracene	1.87E-06	1.9E-06	4.7E-07
Fluoranthene	7.61E-06	7.7E-06	1.9E-06
Pyrene	4.78E-06	4.8E-06	1.2E-06
Benzo(a)anthracene	1.68E-06	1.7E-06	4.2E-07
Chrysene	3.53E-07	3.6E-07	8.9E-08
Benzo(b)fluoranthene	9.91E-08	1.0E-07	2.5E-08
Benzo(k)fluoranthene	1.55E-07	1.6E-07	3.9E-08
Benzo(a)pyrene	1.88E-07	1.9E-07	4.7E-08
Indeno(1,2,3-cd)pyrene	3.75E-07	3.8E-07	9.5E-08
Dibenz(a,h)anthracene	5.83E-07	5.9E-07	1.5E-07
Benzo(g,h,l)perylene	4.89E-07	4.9E-07	1.2E-07
TOTAL PAH	1.68E-04	1.7E-04	4.2E-05

AP-42 Tables 3.3-1 and 3.3-2

Montrose Generating Station
EP64 - Non-Emergency Diesel Generator Emissions

Caterpillar 2450/1800 (installed 2008)

Size	**47**	**hp**
Heat Input	**0.39**	**MMBtu/hr**
Operation	**8,760**	**hours/yr**

Pollutant	Emission Factor (lb/mmBtu)	Emission Rate (lb/hr)	PTE (tpy)
NOx	4.41	1.72	7.53
CO	0.95	0.37	1.62
SOx	0.29	0.11	0.50
PM10	0.31	0.12	0.53
PM2.5	0.31	0.12	0.53
VOC	0.43	0.17	0.73
Total HAPs	0.01	0.00	0.01
Benzene	9.33E-04	3.6E-04	1.6E-03
Toluene	4.09E-04	1.6E-04	7.0E-04
Xylenes	2.85E-04	1.1E-04	4.9E-04
Propylene	2.58E-03	1.0E-03	4.4E-03
1,3-Butadiene	3.91E-05	1.5E-05	6.7E-05
Formaldehyde	1.18E-03	4.6E-04	2.0E-03
Acetaldehyde	7.67E-04	3.0E-04	1.3E-03
Acrolein	9.25E-05	3.6E-05	1.6E-04
Polycyclic aromatic hydrocarbons (PAH)			
Naphthalene	8.48E-05	3.3E-05	1.4E-04
Acenaphthylene	5.06E-06	2.0E-06	8.6E-06
Acenaphthene	1.42E-06	5.5E-07	2.4E-06
Fluorene	2.92E-05	1.1E-05	5.0E-05
Phenanthrene	2.94E-05	1.1E-05	5.0E-05
Anthracene	1.87E-06	7.3E-07	3.2E-06
Fluoranthene	7.61E-06	3.0E-06	1.3E-05
Pyrene	4.78E-06	1.9E-06	8.2E-06
Benzo(a)anthracene	1.68E-06	6.6E-07	2.9E-06
Chrysene	3.53E-07	1.4E-07	6.0E-07
Benzo(b)fluoranthene	9.91E-08	3.9E-08	1.7E-07
Benzo(k)fluoranthene	1.55E-07	6.0E-08	2.6E-07
Benzo(a)pyrene	1.88E-07	7.3E-08	3.2E-07
Indeno(1,2,3-cd)pyrene	3.75E-07	1.5E-07	6.4E-07
Dibenz(a,h)anthracene	5.83E-07	2.3E-07	1.0E-06
Benzo(g,h,l)perylene	4.89E-07	1.9E-07	8.4E-07
TOTAL PAH	1.68E-04	6.6E-05	2.9E-04

AP-42 Tables 3.3-1 and 3.3-2

Montrose Generating Station
EP65 - Emergency Diesel Generator Emissions

Kohler 180ROZ5 (installed 1999)

Size	**250**	**hp**
Heat Input	**0.39**	**MMBtu/hr**
Operation	**500**	**hours/yr**

Pollutant	Emission Factor (lb/mmBtu)	Emission Rate (lb/hr)	PTE (tpy)
NOx	4.41	1.72	0.43
CO	0.95	0.37	0.09
SOx	0.29	0.11	0.03
PM10	0.31	0.12	0.03
PM2.5	0.31	0.12	0.03
VOC	0.43	0.17	0.04
Total HAPs	0.01	0.00	0.00
Benzene	9.33E-04	3.6E-04	9.1E-05
Toluene	4.09E-04	1.6E-04	4.0E-05
Xylenes	2.85E-04	1.1E-04	2.8E-05
Propylene	2.58E-03	1.0E-03	2.5E-04
1,3-Butadiene	3.91E-05	1.5E-05	3.8E-06
Formaldehyde	1.18E-03	4.6E-04	1.2E-04
Acetaldehyde	7.67E-04	3.0E-04	7.5E-05
Acrolein	9.25E-05	3.6E-05	9.0E-06
Polycyclic aromatic hydrocarbons (PAH)			
Naphthalene	8.48E-05	3.3E-05	8.3E-06
Acenaphthylene	5.06E-06	2.0E-06	4.9E-07
Acenaphthene	1.42E-06	5.5E-07	1.4E-07
Fluorene	2.92E-05	1.1E-05	2.8E-06
Phenanthrene	2.94E-05	1.1E-05	2.9E-06
Anthracene	1.87E-06	7.3E-07	1.8E-07
Fluoranthene	7.61E-06	3.0E-06	7.4E-07
Pyrene	4.78E-06	1.9E-06	4.7E-07
Benzo(a)anthracene	1.68E-06	6.6E-07	1.6E-07
Chrysene	3.53E-07	1.4E-07	3.4E-08
Benzo(b)fluoranthene	9.91E-08	3.9E-08	9.7E-09
Benzo(k)fluoranthene	1.55E-07	6.0E-08	1.5E-08
Benzo(a)pyrene	1.88E-07	7.3E-08	1.8E-08
Indeno(1,2,3-cd)pyrene	3.75E-07	1.5E-07	3.7E-08
Dibenz(a,h)anthracene	5.83E-07	2.3E-07	5.7E-08
Benzo(g,h,l)perylene	4.89E-07	1.9E-07	4.8E-08
TOTAL PAH	1.68E-04	6.6E-05	1.6E-05

AP-42 Tables 3.3-1 and 3.3-2

Montrose Generating Station
EP05 - 300,000-gallon fuel oil storange tank

Size	300,000	gal
Contents	Fuel Oil	
Operation	8,760	hours/yr
Turnovers*	1	yr^{-1}

*Unit will be phased out of operation. Conservative estimate assumes tank is full and will be emptied.

Diameter	33	ft
Height	48	ft

VOC Emissions	43.28	lb/yr
VOC Emissions	0.02	tpy

VOC

TANKS 4.0.9d
Emissions Report - Summary Format
Tank Indentification and Physical Characteristics

Identification

User Identification:	EP05
City:	Kansas City
State:	Missouri
Company:	KCPL
Type of Tank:	Vertical Fixed Roof Tank
Description:	300,000-gallon Fuel Oil Tank

Tank Dimensions

Shell Height (ft):	48.00
Diameter (ft):	33.00
Liquid Height (ft) :	48.00
Avg. Liquid Height (ft):	24.00
Volume (gallons):	307,106.75
Turnovers:	1.00
Net Throughput(gal/yr):	307,106.75
Is Tank Heated (y/n):	N

Paint Characteristics

Shell Color/Shade:	White/White
Shell Condition	Good
Roof Color/Shade:	White/White
Roof Condition:	Good

Roof Characteristics

Type:	Cone
Height (ft)	5.00
Slope (ft/ft) (Cone Roof)	0.30

Breather Vent Settings

Vacuum Settings (psig):	-0.03
Pressure Settings (psig)	0.03

Meterological Data used in Emissions Calculations: Kansas City, Missouri (Avg Atmospheric Pressure = 14.27 psia)

TANKS 4.0.9d
Emissions Report - Summary Format
Liquid Contents of Storage Tank

EP05 - Vertical Fixed Roof Tank
Kansas City, Missouri

Mixture/Component	Month	Daily Liquid Surf. Temperature (deg F) Avg.	Min.	Max.	Liquid Bulk Temp (deg F)	Vapor Pressure (psia) Avg.	Min.	Max.	Vapor Mol. Weight.	Liquid Mass Fract.	Vapor Mass Fract.	Mol. Weight	Basis for Vapor Pressure Calculations
Distillate fuel oil no. 2	All	55.45	50.25	60.65	53.84	0.0056	0.0046	0.0067	130.0000			188.00	Option 1: VP50 = .0045 VP60 = .0055

TANKS 4.0.9d
Emissions Report - Summary Format
Individual Tank Emission Totals

Emissions Report for: Annual

EP05 - Vertical Fixed Roof Tank
Kansas City, Missouri

	Losses(lbs)		
Components	Working Loss	Breathing Loss	Total Emissions
Distillate fuel oil no. 2	5.31	37.97	43.28

Montrose Generating Station
EP15 - 45,000-gallon fuel oil storange tank

Size	45,000	gal
Contents	Fuel Oil	
Operation	8,760	hours/yr
Turnovers*	1	yr^{-1}

*Unit will be phased out of operation. Conservative estimate assumes tank is full and will be emptied.

Diameter	16	ft
Height	30	ft

VOC Emissions	6.59	lb/yr
VOC Emissions	3.30E-03	tpy

VOC

TANKS 4.0.9d
Emissions Report - Summary Format
Tank Indentification and Physical Characteristics

Identification

User Identification:	EP15/16
City:	Kansas City
State:	Missouri
Company:	KCPL
Type of Tank:	Vertical Fixed Roof Tank
Description:	45,000-gallon Fuel Oil Tank

Tank Dimensions

Shell Height (ft):		30.00
Diameter (ft):		16.00
Liquid Height (ft) :		30.00
Avg. Liquid Height (ft):		15.00
Volume (gallons):		45,121.58
Turnovers:		1.00
Net Throughput(gal/yr):		45,121.58
Is Tank Heated (y/n):	N	

Paint Characteristics

Shell Color/Shade:	White/White
Shell Condition	Good
Roof Color/Shade:	White/White
Roof Condition:	Good

Roof Characteristics

Type:	Cone	
Height (ft)		5.00
Slope (ft/ft) (Cone Roof)		0.62

Breather Vent Settings

Vacuum Settings (psig):	-0.03
Pressure Settings (psig)	0.03

Meterological Data used in Emissions Calculations: Kansas City, Missouri (Avg Atmospheric Pressure = 14.27 psia)

TANKS 4.0.9d
Emissions Report - Summary Format
Liquid Contents of Storage Tank

EP15/16 - Vertical Fixed Roof Tank
Kansas City, Missouri

Mixture/Component	Month	Daily Liquid Surf. Temperature (deg F) Avg.	Min.	Max.	Liquid Bulk Temp (deg F)	Vapor Pressure (psia) Avg.	Min.	Max.	Vapor Mol. Weight.	Liquid Mass Fract.	Vapor Mass Fract.	Mol. Weight	Basis for Vapor Pressure Calculations
Distillate fuel oil no. 2	All	55.45	50.25	60.65	53.64	0.0056	0.0046	0.0067	130.0000			188.00	Option 1: VP50 = .0045 VP60 = .0065

TANKS 4.0.9d
Emissions Report - Summary Format
Individual Tank Emission Totals

Emissions Report for: Annual

EP15/16 - Vertical Fixed Roof Tank
Kansas City, Missouri

	Losses(lbs)		
Components	Working Loss	Breathing Loss	Total Emissions
Distillate fuel oil no. 2	0.78	5.81	6.59

Montrose Generating Station
EP16 - 45,000-gallon fuel oil storange tank

Size	45,000	gal
Contents	Fuel Oil	
Operation	8,760	hours/yr
Turnovers*	1	yr^{-1}

*Unit will be phased out of operation. Conservative estimate assumes tank is full and will be emptied.

Diameter	16	ft
Height	30	ft

VOC Emissions	6.59	lb/yr
VOC Emissions	3.30E-03	tpy

VOC

TANKS 4.0.9d
Emissions Report - Summary Format
Tank Indentification and Physical Characteristics

Identification

User Identification:	EP15/16
City:	Kansas City
State:	Missouri
Company:	KCPL
Type of Tank:	Vertical Fixed Roof Tank
Description:	45,000-gallon Fuel Oil Tank

Tank Dimensions

Shell Height (ft):	30.00
Diameter (ft):	16.00
Liquid Height (ft) :	30.00
Avg. Liquid Height (ft):	15.00
Volume (gallons):	45,121.58
Turnovers:	1.00
Net Throughput(gal/yr):	45,121.58
Is Tank Heated (y/n):	N

Paint Characteristics

Shell Color/Shade:	White/White
Shell Condition	Good
Roof Color/Shade:	White/White
Roof Condition:	Good

Roof Characteristics

Type:	Cone
Height (ft)	5.00
Slope (ft/ft) (Cone Roof)	0.62

Breather Vent Settings

Vacuum Settings (psig):	-0.03
Pressure Settings (psig)	0.03

Meterological Data used in Emissions Calculations: Kansas City, Missouri (Avg Atmospheric Pressure = 14.27 psia)

TANKS 4.0.9d
Emissions Report - Summary Format
Liquid Contents of Storage Tank

EP15/16 - Vertical Fixed Roof Tank
Kansas City, Missouri

Mixture/Component	Month	Daily Liquid Surf. Temperature (deg F) Avg.	Min.	Max.	Liquid Bulk Temp (deg F)	Vapor Pressure (psia) Avg.	Min.	Max.	Vapor Mol. Weight.	Liquid Mass Fract.	Vapor Mass Fract.	Mol. Weight	Basis for Vapor Pressure Calculations
Distillate fuel oil no. 2	All	55.45	50.25	60.65	53.64	0.0056	0.0046	0.0067	130.0000			188.00	Option 1: VP50 = .0045 VP60 = .0065

TANKS 4.0.9d
Emissions Report - Summary Format
Individual Tank Emission Totals

Emissions Report for: Annual

EP15/16 - Vertical Fixed Roof Tank
Kansas City, Missouri

	Losses(lbs)		
Components	Working Loss	Breathing Loss	Total Emissions
Distillate fuel oil no. 2	0.78	5.81	6.59

Montrose Generating Station
EP18 - 250-gallon diesel storage tank for fire pump (EP19)

Size	250	gal
Contents	Fuel Oil	
Operation	500	hours/yr
Fuel use	18	gal/hr
Annual Fuel use	9,150	gal/yr
Turnovers	36.6	yr^{-1}

Assuming conceptual horizontal tank for compatability with EPA TANKS 4.0.9d

VOC Emissions	0.24	lb/yr
VOC Emissions	1.20E-04	tpy

VOC

TANKS 4.0.9d
Emissions Report - Summary Format
Tank Indentification and Physical Characteristics

Identification

User Identification:	EP18
City:	Montrose
State:	Missouri
Company:	KCPL
Type of Tank:	Horizontal Tank
Description:	250-gallon fuel oil tank for EP19

Tank Dimensions

Shell Length (ft):		6.00
Diameter (ft):		4.00
Volume (gallons):		250.00
Turnovers:		36.60
Net Throughput(gal/yr):		9,150.00
Is Tank Heated (y/n):	N	
Is Tank Underground (y/n):	N	

Paint Characteristics

Shell Color/Shade:	White/White
Shell Condition	Good

Breather Vent Settings

Vacuum Settings (psig):	-0.03
Pressure Settings (psig)	0.03

Meterological Data used in Emissions Calculations: Kansas City, Missouri (Avg Atmospheric Pressure = 14.27 psia)

TANKS 4.0.9d
Emissions Report - Summary Format
Liquid Contents of Storage Tank

EP18 - Horizontal Tank
Montrose, Missouri

Mixture/Component	Month	Daily Liquid Surf. Temperature (deg F) Avg.	Min.	Max.	Liquid Bulk Temp (deg F)	Vapor Pressure (psia) Avg.	Min.	Max.	Vapor Mol. Weight.	Liquid Mass Fract.	Vapor Mass Fract.	Mol. Weight	Basis for Vapor Pressure Calculations
Distillate fuel oil no. 2	All	55.45	50.25	60.65	53.64	0.0056	0.0046	0.0067	130.0000			188.00	Option 1: VP50 = .0045 VP60 = .0065

TANKS 4.0.9d
Emissions Report - Summary Format
Individual Tank Emission Totals

Emissions Report for: Annual

EP18 - Horizontal Tank
Montrose, Missouri

	Losses(lbs)		
Components	Working Loss	Breathing Loss	Total Emissions
Distillate fuel oil no. 2	0.16	0.08	0.24

Montrose Generating Station
EP202/203 - 2,000-gallon split diesel/gasoline tank

Size	1,000	gal
Contents	Fuel Oil	
Operation	8,760	hours/yr
Throughput*	20,000	gal/yr
Turnovers	20	yr^{-1}

Size	1,000	gal
Contents	Gasoline	
Operation	8,760	hours/yr
Throughput	6,130	gal/yr
Turnovers*	6	yr^{-1}

VOC

Notes:

*Throughput based on fuel usage as reported in 2017 Emissions Inventory

Also accounts for emissions that may occur at EP209, which also holds fuel for on-site vehicles

VOC Emissions	0.51	lb/yr
VOC Emissions	2.55E-04	tpy

TANKS 4.0.9d
Emissions Report - Summary Format
Tank Indentification and Physical Characteristics

Identification

User Identification:	202
City:	Montrose
State:	Missouri
Company:	KCPL
Type of Tank:	Horizontal Tank
Description:	1000-gallon Fuel Oil Tank for Facility Vehicles

Tank Dimensions

Shell Length (ft):		12.00
Diameter (ft):		4.00
Volume (gallons):		1,000.00
Turnovers:		20.00
Net Throughput(gal/yr):		20,000.00
Is Tank Heated (y/n):	N	
Is Tank Underground (y/n):	N	

Paint Characteristics

Shell Color/Shade:	White/White
Shell Condition	Good

Breather Vent Settings

Vacuum Settings (psig):	-0.03
Pressure Settings (psig)	0.03

Meterological Data used in Emissions Calculations: Kansas City, Missouri (Avg Atmospheric Pressure = 14.27 psia)

TANKS 4.0.9d
Emissions Report - Summary Format
Liquid Contents of Storage Tank

202 - Horizontal Tank
Montrose, Missouri

Mixture/Component	Month	Daily Liquid Surf. Temperature (deg F) Avg.	Min.	Max.	Liquid Bulk Temp (deg F)	Vapor Pressure (psia) Avg.	Min.	Max.	Vapor Mol. Weight.	Liquid Mass Fract.	Vapor Mass Fract.	Mol. Weight	Basis for Vapor Pressure Calculations
Distillate fuel oil no. 2	All	55.45	50.25	60.65	53.64	0.0056	0.0046	0.0067	130.0000			188.00	Option 1: VP50 = .0045 VP60 = .0065

TANKS 4.0.9d
Emissions Report - Summary Format
Individual Tank Emission Totals

Emissions Report for: Annual

202 - Horizontal Tank
Montrose, Missouri

	Losses(lbs)		
Components	Working Loss	Breathing Loss	Total Emissions
Distillate fuel oil no. 2	0.35	0.17	0.51

Montrose Generating Station
EP209 - 750-gallon split diesel/gasoline tank

Size	500	gal
Contents	Fuel Oil	
Operation	8,760	hours/yr

Size	250	gal
Contents	Gasoline	
Operation	8,760	hours/yr

Note:
EP209 holds fuel for on-site vehicles. However, emissions from working and breathing losses are accounted for in EP202/203 emission calculations, which uses all facility fuel use for on-site vehicles for emission calculations.

VOC Emissions	160.82	lb/yr
VOC Emissions	0.08	tpy

TANKS 4.0.9d
Emissions Report - Summary Format
Tank Indentification and Physical Characteristics

Identification

User Identification:	203
City:	Montrose
State:	Missouri
Company:	KCPL
Type of Tank:	Horizontal Tank
Description:	1000-gallon Gasoline Tank for Facility Vehicles

Tank Dimensions

Shell Length (ft):		12.00
Diameter (ft):		4.00
Volume (gallons):		1,000.00
Turnovers:		6.13
Net Throughput(gal/yr):		6,130.00
Is Tank Heated (y/n):	N	
Is Tank Underground (y/n):	N	

Paint Characteristics

Shell Color/Shade:	White/White
Shell Condition	Good

Breather Vent Settings

Vacuum Settings (psig):	-0.03
Pressure Settings (psig)	0.03

Meterological Data used in Emissions Calculations: Kansas City, Missouri (Avg Atmospheric Pressure = 14.27 psia)

TANKS 4.0.9d
Emissions Report - Summary Format
Liquid Contents of Storage Tank

203 - Horizontal Tank
Montrose, Missouri

Mixture/Component	Month	Daily Liquid Surf. Temperature (deg F) Avg.	Min.	Max.	Liquid Bulk Temp (deg F)	Vapor Pressure (psia) Avg.	Min.	Max.	Vapor Mol. Weight.	Liquid Mass Fract.	Vapor Mass Fract.	Mol. Weight	Basis for Vapor Pressure Calculations
Gasoline (RVP 8)	All	55.45	50.25	60.65	53.64	3.6891	3.3150	4.0967	66.0000			92.00	Option 4: RVP=8, ASTM Slope=3

TANKS 4.0.9d
Emissions Report - Summary Format
Individual Tank Emission Totals

Emissions Report for: Annual

203 - Horizontal Tank
Montrose, Missouri

	Losses(lbs)		
Components	Working Loss	Breathing Loss	Total Emissions
Gasoline (RVP 8)	36.61	124.21	160.82

Montrose Generating Station
EP221 - 400-gallon diesel tank for emergency generator (EP65)

Size	300	gal
Contents	Fuel Oil	
Operation	500	hours/yr
Fuel use	14	gal/hr
Annual Fuel use	6,850	gal/yr
Turnovers	22.8	per year

VOC Emissions	0.20	lb/yr
VOC Emissions	1.00E-04	tpy

TANKS 4.0.9d
Emissions Report - Summary Format
Tank Indentification and Physical Characteristics

Identification

User Identification:	EP18
City:	Montrose
State:	Missouri
Company:	KCPL
Type of Tank:	Horizontal Tank
Description:	300-gallon fuel oil tank for EP65

Tank Dimensions

Shell Length (ft):	6.00
Diameter (ft):	4.00
Volume (gallons):	300.00
Turnovers:	22.85
Net Throughput(gal/yr):	6,840.00
Is Tank Heated (y/n):	N
Is Tank Underground (y/n):	N

Paint Characteristics

Shell Color/Shade:	White/White
Shell Condition	Good

Breather Vent Settings

Vacuum Settings (psig):	-0.03
Pressure Settings (psig)	0.03

Meterological Data used in Emissions Calculations: Kansas City, Missouri (Avg Atmospheric Pressure = 14.27 psia)

TANKS 4.0.9d
Emissions Report - Summary Format
Liquid Contents of Storage Tank

EP18 - Horizontal Tank
Montrose, Missouri

Mixture/Component	Month	Daily Liquid Surf. Temperature (deg F) Avg.	Min.	Max.	Liquid Bulk Temp (deg F)	Vapor Pressure (psia) Avg.	Min.	Max.	Vapor Mol. Weight.	Liquid Mass Fract.	Vapor Mass Fract.	Mol. Weight	Basis for Vapor Pressure Calculations
Distillate fuel oil no. 2	All	55.45	50.25	60.65	53.84	0.0056	0.0046	0.0067	130.0000			188.00	Option 1: VP50 = .0045 VP60 = .0065

TANKS 4.0.9d
Emissions Report - Summary Format
Individual Tank Emission Totals

Emissions Report for: Annual

EP18 - Horizontal Tank
Montrose, Missouri

	Losses(lbs)		
Components	Working Loss	Breathing Loss	Total Emissions
Distillate fuel oil no. 2	0.12	0.08	0.20

Montrose Generating Station
N/A - 54-gallon diesel tank for EP64

Size	54	gal
Contents	Fuel Oil	
Operation	8,760	hours/yr
Fuel use*	7.1	gal/hr
Annual Fuel use	61,901	gal/yr
Turnovers	1,146	per year

*TANKS 4.0.9d alerts the user that this is an unusually large number of turnovers. This is the result of a small tank size with unlimited hours of operation on EP64, which results in a worst-case scenario for VOC emissions from this tank.

VOC

VOC Emissions	0.25	lb/yr
VOC Emissions	1.25E-04	tpy

TANKS 4.0.9d
Emissions Report - Summary Format
Tank Indentification and Physical Characteristics

Identification

User Identification:	54-gal tank
City:	Montrose
State:	Missouri
Company:	KCPL
Type of Tank:	Horizontal Tank
Description:	54-gallon fuel oil tank for EP65

Tank Dimensions

Shell Length (ft):		5.00
Diameter (ft):		3.00
Volume (gallons):		54.00
Turnovers:		1,146.00
Net Throughput(gal/yr):		61,884.00
Is Tank Heated (y/n):	N	
Is Tank Underground (y/n):	N	

Paint Characteristics

Shell Color/Shade:	White/White
Shell Condition	Good

Breather Vent Settings

Vacuum Settings (psig):	-0.03
Pressure Settings (psig)	0.03

Meterological Data used in Emissions Calculations: Kansas City, Missouri (Avg Atmospheric Pressure = 14.27 psia)

TANKS 4.0.9d
Emissions Report - Summary Format
Liquid Contents of Storage Tank

54-gal tank - Horizontal Tank
Montrose, Missouri

Mixture/Component	Month	Daily Liquid Surf. Temperature (deg F) Avg.	Min.	Max.	Liquid Bulk Temp (deg F)	Vapor Pressure (psia) Avg.	Min.	Max.	Vapor Mol. Weight.	Liquid Mass Fract.	Vapor Mass Fract.	Mol. Weight	Basis for Vapor Pressure Calculations
Distillate fuel oil no. 2	All	55.45	50.25	60.65	53.64	0.0056	0.0046	0.0067	130.0000			188.00	Option 1: VP50 = .0045 VP60 = .0065

TANKS 4.0.9d
Emissions Report - Summary Format
Individual Tank Emission Totals

Emissions Report for: Annual

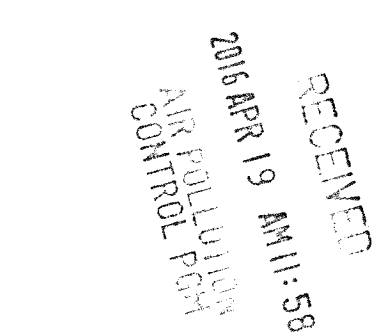
54-gal tank - Horizontal Tank
Montrose, Missouri

	Losses(lbs)		
Components	Working Loss	Breathing Loss	Total Emissions
Distillate fuel oil no. 2	0.21	0.04	0.25

logged by EW

083/0001
MATS- ok dh

April 14, 2016 6/21/16



Director
MDNR Air Pollution Control Program
P.O. Box 176
Jefferson City, MO 65102

KCP&L MONTROSE
GENERATING STATION
BOILER 1
ORIS 2080
INSTALLATION ID: 083-0001

Kansas City Power & Light Company (KCP&L) is providing notice that Montrose generating station boiler 1 will not be an affected source pursuant to 40 CFR Subpart UUUUU.

Montrose boiler 1 will cease coal and oil after 4/15/16 making it not subject to 40 CFR Subpart UUUUU. This change supersedes KCP&L's notice to EPA on August 13, 2012 (Attachment 1).

KCP&L appreciates your understanding in this matter. If you have any questions please feel free to call/email at 816 556-2642/ stephen.courtney@kcpl.com .

Sincerely,

Steve Courtney

Attachment

Post-Closure Plan
Montrose Generating Station
CCR Landfill

Prepared for:

Evergy Metro, Inc.

Montrose Generating Station

Clinton, Missouri

Prepared by:

Evergy Environmental Services (Revision 1)

Revision 0 – October 2016

Revision 1 – June 2021

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Plan Review/Amendment Log §257.104(d)(3)

Date of Review	Reviewer Name	Amendment Required (YES/NO)	Sections Amended and Reason
October 2016 (Revision 0)	Jay Martin (Evergy, Inc.)	N/A	Original
June 7, 2021 (Revision 1)	Jay Martin (Evergy, Inc.)	No	Update new company name & contact info, improve alignment with other Evergy post-closure plans, notification requirements, add mowing & inspection frequency, access control requirements, and various minor clarifications.

1.0 INTRODUCTION

Evergy Metro, Inc. (Evergy) has prepared the following Post-Closure Plan (Plan) for the Montrose CCR Landfill (Unit) located at the Montrose Generating Station (Montrose) in Clinton, Missouri. Montrose was a coal-fired power plant that ceased operations in 2018.

The Unit has been deemed to be a regulated coal combustion residuals (CCR) unit by the United States Environmental Protection Agency (USEPA) through the Disposal of Coal Combustion Residuals from Electric Utilities Final Rule (CCR Rule) 40 CFR §257 and §261.

This Plan details the post-closure requirements outlined in §257.104, for CCR units closed in place. The criteria for conducting the post-closure care of the Unit are detailed in Section 2.0. Post-closure care processes have been established to control, minimize, and eliminate infiltration of liquids into waste and release of leachate.

2.0 REGULATORY OVERVIEW OF CCR POST-CLOSURE PLAN REQUIREMENTS

On April 17, 2015, USEPA published the CCR Rule under Subtitle D of the Resource Conservation and Recovery Act (RCRA) as 40 CFR Parts §257 and §261. The purpose of the CCR Rule is to regulate the management of CCR in regulated units for landfill and surface impoundments.

Section 257.104(d) of the CCR Rule requires owners or operators of CCR Landfills and surface impoundments to prepare a written Post-Closure Plan describing the monitoring and maintenance activities, contact personnel during the post-closure care period, and the planned use of the unit during post-closure care period. The following citations from the CCR Rule are applicable for the Unit as discussed in this Plan:

§257.104(d)(1) stipulates:

"The owner or operator of a CCR unit must prepare a written post-closure plan that includes, at a minimum, the information specified in paragraphs (d)(1)(i) through (iii) of this section

- *(i) A description of the monitoring and maintenance activities required in paragraph (b) of this section for the CCR unit, and the frequency at which these activities will be performed;*
- *(ii) The name, address, telephone number, and email address of the person or office to contact about the facility during the post-closure care period; and*
- *(iii) A description of the planned uses of the property during the post-closure period. Post-closure use of the property shall not disturb the integrity of the final cover, liner(s), or any other component of the containment system, or the function of the monitoring systems unless necessary to comply with the requirements in this subpart..."*

An outline of the post-closure care maintenance requirements is described in §257.104(b) which stipulates:

"*Following the closure of the CCR unit, the owner or operator must conduct post-closure care for the CCR unit, which must consist of at least the following:*

1. *Maintaining the integrity and effectiveness of the final cover system including making repairs to the final cover as necessary to correct the effects of settlement, subsidence, erosion, or other events, and preventing run-on and run-off from eroding or otherwise damaging the final cover*
2. *If the CCR unit is subject to the design criteria under §257.70, maintaining the integrity and effectiveness of the leachate collection and removal system and operating the leachate collection and removal system in accordance with the requirements of §257.70; and*
3. *Maintaining the groundwater monitoring system and monitoring groundwater in accordance with the requirements of §257.90 through §257.98"*

This Plan has prepared in accordance with the requirements of the CCR Rule and includes a written certification in Section 9.0 from a qualified Profession Engineer in the State of Missouri.

3.0 UNIT OVERVIEW

Evergy owns and operates the waste management unit at Montrose Generating Station in Clinton, Missouri in Henry County. Montrose is approximately ten miles southwest of Clinton, Missouri. The Unit is bounded to the south and west by the Montrose Lake, to the east by the Montrose Generating Station, and undeveloped property owned by Evergy to the north.

Evergy was granted a Solid Waste Permit (Permit No.708305 and 0908301) at Montrose by the Missouri Department of Natural Resources' Solid Waste Management Program (MDNR-SWMP). The Industrial Landfill Permit was first approved on July 16, 1987.

Bottom ash, fly ash, and economizer ash (CCR material) are disposed of at the Unit. The closure of the Unit will be accomplished by leaving the CCR material in place and covering the CCR material with an engineered cap. The final cover design and construction of the Unit is designed to meet 40 CFR §257.102(d) and is discussed in the closure plan for the unit.

4.0 POST-CLOSURE OVERVIEW AND PLANNED USE (§257.104(d)(1)(iii))

This Plan applies to the proposed site end use for the Unit. The currently proposed end use of the Unit is a natural area of passive open space that will not disturb the integrity of the final cover cap. No waste will remain exposed after completion of the Landfill closure. The Landfill and/or facility entrance/exit gate will remain locked after landfill and/or facility closure unless needed for landfill or other site maintenance. The Landfill will be closed to the public. Post-closure use of the Unit property will not disturb the integrity of the final cover, containment systems, or the functioning of the monitoring systems, unless necessary to comply with the CCR Rule. Any other disturbance, such as removal of CCR for beneficial use, is allowed if the owner or operator of the CCR unit demonstrates that disturbance of the final cover, or other components of the containment system, will not increase the potential threat to human health or the environment. The demonstration must be certified by a qualified professional engineer and a notification will be provided to the MDNR-SWMP, that the demonstration has been placed in the operating record and on the Evergy publicly accessible internet site.

5.0 MONITORING AND MAINTENANCE ACTIVITIES [§257.104(d)(1)(i) & §257.104(b)]

Post-closure care will be performed for a minimum period of 30 years in accordance with §257.104(c). Post-closure activities include environmental monitoring and maintenance.

5.1 Inspection and Monitoring Activities (§257.104(b)(1))

As part of the post-closure care phase for the Unit, periodic inspections will be completed. Initially, inspections will continue to be completed no less frequently than a seven-day interval. Inspection frequency will be reduced as final cover conditions are found to be stable and depending on the need for periodic maintenance. It is anticipated that the routine inspections will eventually revert to quarterly or semi-annual inspections.

The inspections of the closed Unit will be conducted by Evergy personnel or their designee(s). The purpose of the visual inspections during the post-closure care phase will be to detect any damage, distress, or malfunctions to the Unit final cover, cover soils, vegetation, monitor wells and stormwater management systems for the Unit. Any issues found will be corrected as part of maintenance activities discussed in Section 5.2 with the goal of maintaining the integrity of the Unit and its monitoring systems.

The established CCR groundwater monitoring network will be utilized, inspected, and maintained during the post-closure care period to maintain groundwater monitoring in accordance with §257.90 through §257.98.

5.2 Final Cover System Maintenance and Repair Plan (§257.104(b)(1))

Minimal CCR material consolidation is anticipated due to material dewatering, the physical characteristics of the bottom ash, fly ash, and economizer ash deposited, the CCR material being vibrated/compacted during placement and because most settlement will have occurred shortly after placement. Regrading and repair of the final cover soil may be required in the event that future non-uniform settlement or erosion is observed to be impacting the functional design and/or operation of the Unit and surrounding areas.

Maintenance of the final cover will include periodic mowing as needed but not less than once per year of the vegetative cover and reseeding as necessary. The grass will be maintained at such a level as to facilitate inspections and maintain health of the desirable vegetation. This will help to discourage the inhabitance of burrowing animals. The topsoil layer on the final cover system will be inspected, low areas filled in with appropriate soil, regraded, and seeded if significant erosion occurs. Control of public access to the Unit will also assist in maintenance of final cover by helping to prevent cover damage by utilizing an appropriate combination of site security, fencing, lockable gates, and/or site surface water features.

Routine maintenance of the cap and diversion ditches include periodic control of sediment and vegetation. Repair of surface water channels, if needed, will typically be performed by bringing in equipment such as excavators, dump trucks, loaders, dozers, and/or scrapers. Materials such as silt fence, straw bales, and soil will be used as needed to implement short-term repairs while waiting for permanent repairs. By controlling site access and maintaining the system of stormwater controls, erosion and damage to the final cover system will be minimized.

5.3 Leachate Collection System Maintenance (§257.104(b)(2))

The landfill has a leachate collection and removal system. The leachate collection pipes can be cleaned and maintained as necessary. The leachate collection and management system will be routinely inspected for evidence of clogging and need for repair. Any observed damage or deficiencies will be repaired following detection.

6.0 NOTICE OF COMPLETION OF POST-CLOSURE CARE (§257.104(e))

Evergy will complete a Notice of Completion of Post-Closure Care Period within 60 days of completion of post-closure of the Unit. The notification will include the certification by a registered professional engineer as required by §257.104(e).

7.0 KEY CONTACT INFORMATION (§257.104(d)(1)(ii))

Name:	Environmental Services Department
Address:	Evergy 818 South Kansas Avenue Topeka, Kansas 66601 Alternate: PO Box 418679 Kansas City, MO 64141-9679
E-mail Address:	EvergyCCR@evergy.com
Phone Number:	888-471-5275 Alternate: (800) 383-1183

8.0 PROCEDURES FOR PLAN ASSESSMENTS AND AMENDMENTS (§257.104(d)(3))

The Plan will be amended if there is a situation as stated in §257.104(d)(3)(i-iii). The Plan will be amended 60 days prior to a planned change of the Montrose facility or Unit, or no later than 60 days after an unanticipated event that would necessitate a revision and no later than 30 days after an unanticipated event after post-closure care activities have commenced.

Any amended Plan will be certified by a registered professional engineer and will be placed in Montrose's facility operating record as required per §257.105(i)(12). Amended Plans will supersede and replace any prior versions. Availability of an amended Plan will be noticed to the State Director per §257.106(i) and posted to the publicly accessible internet site per §257.107(i).

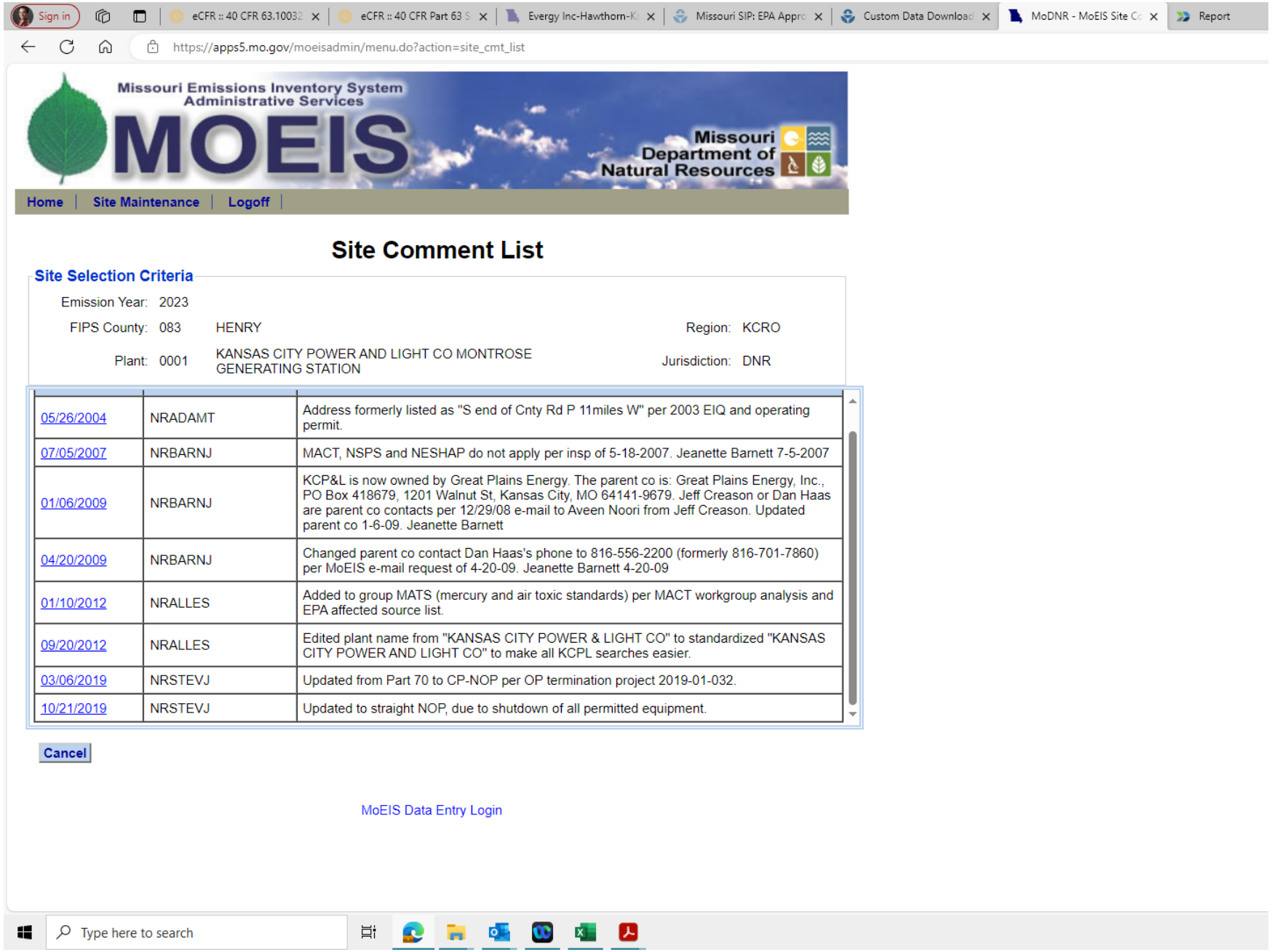
9.0 PROFESSIONAL ENGINEER CERTIFICATION (§257.104(d)(4))

The undersigned registered professional engineer is familiar with the requirements of §257.104 of the CCR Rule and has visited and examined this Unit or has supervised examination of this Unit by appropriately qualified personnel. The undersigned registered professional engineer attests that this CCR Plan has been prepared in accordance with good engineering practice, including consideration of applicable industry standards and meets the requirements of §257.104, and that this Plan is adequate for Montrose's facility. This certification was prepared as required by §257.104(d)(4).

Name of Professional Engineer: W. Jay Martin

Company: Evergy

Professional Engineer Seal:


Sign in
eCFR :: 40 CFR 63.10032
eCFR :: 40 CFR Part 63 S
Evergy Inc-Hawthorn-K
Missouri SIP: EPA Appro
Custom Data Download
MoDNR - MoEIS Site Co
Report
https://apps5.mo.gov/moeisadmin/menu.do?action=site_cmt_list
Missouri Emissions Inventory System
Administrative Services
MOEIS
Missouri
Department of
Natural Resources
Home
Site Maintenance
Logoff
Site Comment List
Site Selection Criteria
Emission Year: 2023
FIPS County: 083 HENRY
Region: KCRO
Plant: 0001 KANSAS CITY POWER AND LIGHT CO MONTROSE GENERATING STATION
Jurisdiction: DNR
05/26/2004 NRADAMT Address formerly listed as "S end of Cnty Rd P 11miles W" per 2003 EIQ and operating permit.
07/05/2007 NRBARNJ MACT, NSPS and NESHAP do not apply per insp of 5-18-2007. Jeanette Barnett 7-5-2007
01/06/2009 NRBARNJ KCP&L is now owned by Great Plains Energy. The parent co is: Great Plains Energy, Inc., PO Box 418679, 1201 Walnut St, Kansas City, MO 64141-9679. Jeff Creason or Dan Haas are parent co contacts per 12/29/08 e-mail to Aveen Noori from Jeff Creason. Updated parent co 1-6-09. Jeanette Barnett
04/20/2009 NRBARNJ Changed parent co contact Dan Haas's phone to 816-556-2200 (formerly 816-701-7860) per MoEIS e-mail request of 4-20-09. Jeanette Barnett 4-20-09
01/10/2012 NRALLES Added to group MATS (mercury and air toxic standards) per MACT workgroup analysis and EPA affected source list.
09/20/2012 NRALLES Edited plant name from "KANSAS CITY POWER & LIGHT CO" to standardized "KANSAS CITY POWER AND LIGHT CO" to make all KCPL searches easier.
03/06/2019 NRSTEVJ Updated from Part 70 to CP-NOP per OP termination project 2019-01-032.
10/21/2019 NRSTEVJ Updated to straight NOP, due to shutdown of all permitted equipment.
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Appendix K
Ameren Sioux Energy Center Documentation

- **Consent Agreement # APCP-2021-018**

BEFORE THE MISSOURI DEPARTMENT OF NATURAL RESOURCES

In the Matter of:	)	
	)	
AMEREN MISSOURI	)	No. APCP-2021-018
d/b/a	)	
	)	
AMEREN MISSOURI – SIOUX ENERGY CENTER	)	
	)	

CONSENT AGREEMENT

The issuance of this Agreement No. APCP-2021-018 by the Missouri Department of Natural Resources (Department) is a formal administrative action taken by the State of Missouri after conference with Ameren Missouri (Ameren). The parties agree this Agreement is being issued to administer, implement, and enforce the purposes of the Missouri Air Conservation Law, Chapter 643, RSMo, and its implementing regulations. The parties agree that this Agreement is being issued as an administrative order under 6430.060(4), RSMo. Ameren further agrees that failure to comply with this Agreement is a violation of the Missouri Air Conservation Law under Section 643.151, RSMo.

BACKGROUND

In June 2010, the Environmental Protection Agency (EPA) promulgated the 1-hour Sulfur Dioxide (SO_2) primary National Ambient Air Quality Standard of 75 parts per billion (ppb)(2010 SO_2 NAAQS). Ameren operates the Sioux Energy Center (Sioux) within St. Charles County. EPA designated the portion of St. Charles County, where Sioux is located, as attainment/unclassifiable effective April 9, 2018. Subsequent State Implementation Plan (SIP) actions by the Department did not specify emission limits for Sioux as the area is not in a

nonattainment area for the 2010 SO_2 NAAQS. The SO_2 emission limits described below are voluntarily entered into by Ameren and are intended to augment the SIP as they provide enforceable emission limits that are lower than the existing Sioux limits in any state rule or other enforceable mechanism included in the SIP.

AGREEMENT

1. **SO_2 Emission Limits** - Ameren shall limit SO_2 emissions as specified in Table A. Limits in Table A apply only to coal fired steam electric generating units specified in Table B and do not include any other fuel combustion sources at the energy centers. Emergency equipment, combustion turbines, natural gas fired units, and auxiliary boilers are specifically excluded from the emission limit below, as are any other non-coal fired steam electric generating units.

Table A- Ameren Missouri SO_2 Emission Limits

Source	Source ID	Emission Limit per Source (pounds SO_2 per hour)	Averaging Time
Ameren Missouri – Sioux Energy Center	1830001	7,342	24-hour block average

Table B - Units Subject to Facility-Wide Emission Limits in Table A

Unit Name	Operating Permit Identifier	Emission Inventory Identifier
Sioux Energy Center		
Boiler 1	B-1	B-01
Boiler 2	B-2	B-02

2. **Reservation of Rights Regarding Adjustment of Table 1 Emission Limits** - The parties agree that nothing herein shall preclude the Department from taking regulatory action, including but not limited to a rulemaking, to seek additional emission reductions for the purposes of the 2010 SO_2 NAAQS. Ameren reserves the right to oppose, challenge, or contest such future regulatory action.

3. **Compliance and Enforcement Requirements**

A. Emission Unit Monitoring Requirements:

i. All coal fired steam electric generating units subject to the facility-wide emission limit in Table A shall operate and maintain an SO_2 Continuous Emissions Monitoring System (CEMS). Ameren has installed and certified SO_2 CEMS for the units in Table B according to the requirements of 40 CFR 75.20(c) (1) and 40 CFR 60 Appendix B. If Ameren continues to meet the ongoing quality assurance requirements of 40 CFR 75.21 and 40 CFR 75 Appendix B, these CEMS may be used to meet the monitoring requirements of this Agreement.

ii. Per the requirements of 40 CFR 75.10 (d), the CEMS will be in operation at all times that the affected unit combusts fuel, except as provided in 40 CFR 75.11(e) and during periods of calibration, quality assurance, or preventive maintenance, performed pursuant to 40 CFR 75.21 and 40 CFR 75 Appendix B, periods of repair, periods of backups of data from the data acquisition and handling system, or recertification performed pursuant to §75.20.

iii. The SO_2 data used in the Compliance Determination in Paragraph 3.B. of this Agreement and used to meet the Reporting Requirements of this Agreement shall not include substitute data values derived from the missing data procedures in 40 CFR Part 75 subpart D, nor shall the SO_2 data have been bias adjusted according to the procedures of part 75 of this chapter.

B. Compliance Determination:

i. Quality assured hourly SO_2 CEMS data will be used to determine compliance with the facility-wide emission limit in Table A. Ameren shall use the following procedures to calculate the 24-hour block average emission rate for Sioux:

a. For each calendar day 24-hour block and for each coal fired steam electric generating unit in Table B, include only hours that meet the primary equipment hourly operating requirements of 40 CFR 75.10 (d). Hours when the units are experiencing startup, shutdown, or malfunction conditions will be used for the calculation if they meet the primary equipment hourly operating requirements of 40 CFR 75.10 (d).

b. For each unit, for included hours, sum the value of the calendar day 24-hour block SO_2 emissions in pounds and divide by the number of hours included. Then sum this resulting value for the two coal fired steam electric generating units in Table 2.

ii. Compliance for the calendar day 24-hour block period is demonstrated if the sum calculated in paragraph 3.B.i.b. is less than or equal to the facility-wide limit in Table A.

C. Recordkeeping

i. Ameren shall maintain all hourly data and computations related to the calendar day 24-hour block SO_2 average for a period of at least 5 years. Ameren shall make this data available within 5 business days from a written or electronic request from the Department.

ii. Ameren shall maintain a record of data, calculations, results, records, and reports from any SO_2 emissions performance test.

iii. Ameren shall maintain a record of any applicable SO_2 monitoring data, SO_2 CEMS performance evaluations, calibration checks, monitoring system and device performance tests, and any adjustments and maintenance performed on these systems or devices.

D. Reporting

i. Ameren shall report on compliance with the facility-wide emission limit in Table A on the same schedule as the annual compliance certification required in accordance with the operating permits issued under 40 CFR Part 70.

ii. On a quarterly basis, Ameren shall make a summary report of excess emissions and monitoring system downtime for the facility limit listed in Table A in accordance with the requirements of 40 CFR 60.7(c) for the monitoring conducted in accordance with the requirements of this Agreement. In this summary report, Ameren shall identify all periods of excess emissions within thirty (30) days

following the end of the quarter. In all cases, the report must be a written report and include, at a minimum, the following:

a. Name and location of source;

b. Name and telephone number of person responsible for the source;

c. Identity and description of the equipment involved;

d. Time and duration of the period of SO_2 excess emissions;

e. Type of activity;

f. Estimate of the magnitude of the SO_2 excess emissions expressed in the units of the applicable emission control regulation and the operating data and calculations used in estimating the magnitude;

g. Measures taken to mitigate the extent and duration of the SO_2 excess emissions; and

h. Measures taken to remedy the situation which caused the SO_2 excess emissions and the measures taken or planned to prevent the recurrence of these situations.

E. Testing

i. Ameren shall use one or more of the following test methods contained in 40 CFR 60, Appendix A, published as of July 1, 2018.

a. Method 1: Sample and velocity transverses for stationary sources

b. Method 2: Determination of stack gas velocity and volumetric flow rate (Type S pitot tube)

c. Method 3: Gas analysis for the determination of dry molecular weight

d. Method 4: Determination of moisture content in stack gases

e. Method 6: Determination of Sulfur Dioxide Emissions from Stationary Sources

f. Method 6A: Determination of Sulfur Dioxide, Moisture, and Carbon Dioxide from Fossil Fuel Combustion Sources

g. Method 6B: Determination of Sulfur Dioxide and Carbon Dioxide Daily Average Emissions from Fossil Fuel Combustion Sources

h. Method 6C: Determination of Sulfur Dioxide Emissions from Stationary Sources (Instrument Analyzer Procedure)

i. Method 8: Determination of sulfuric acid mist and sulfur dioxide emissions from stationary sources

ii. As a source using an SO_2 CEMS to demonstrate compliance with the limit in Table A, Ameren shall follow the requirements in 40 CFR 75, promulgated as of June 30, 2018, and/or 40 CFR 60, appendices B and F, promulgated as of July 1, 2018.

OTHER PROVISIONS

1. By signing this Agreement, all signatories assert that they have read and understand the terms of this Agreement, that they had the opportunity to consult with legal counsel, and that they have the authority to sign this Agreement on behalf of their respective parties.

2. The parties agree that this Agreement will be submitted to the EPA as part of a SIP revision, as required in 42 U.S.C. § 7401, et seq., and will become federally enforceable upon EPA approval.

3. This Agreement shall be construed and enforced according to the laws of the State of Missouri, and the terms stated herein shall constitute the entire and exclusive agreement of the parties hereto with respect to the matters addressed herein, notwithstanding any pending rulemakings or legislation. The parties agree that the enforceability of this Agreement shall be subject to the procedures for enforcement of orders granted to the Department. The terms of this Agreement supersede all previous memoranda of understanding, notes, conversations, and agreement.

4. This Agreement shall not be construed as a waiver or a modification of any requirements of the Missouri Air Conservation Law and regulations or any other source of law, and that this Agreement does not resolve any claims based on any failure by Ameren to meet the requirements of this Agreement, or claims for past, present, or future violations of any statutes or regulations.

5. Nothing in this Agreement is intended to constitute an admission or statement by Ameren that the Sioux Energy Center or any other Ameren generating unit has adversely impacted or has the potential to adversely impact any nonattainment area under the 2010 SO_2 NAAQS.

6. The provisions of this Agreement shall apply to and be binding upon the parties executing this Agreement, their agents, subsidiaries, successors, assigns, affiliates, and lessees, including the officers, agents, servants, corporations and any persons acting under, though, or for the parties agreeing hereto. Any changes in ownership or corporate status, including but not limited to any transfer of assets or real or personal property, shall not affect the responsibilities of Ameren under this Agreement. If Ameren sells or otherwise transfers its business or the real estate that is the situs of the Sioux Energy Center then Ameren shall cause as a condition of such

sale or transfer, that the buyer will assume the obligations of Ameren under this Agreement in writing. In such event, Ameren shall provide thirty (30) days prior written notice of such assumption to the Department.

7. This Agreement may only be modified upon the mutual written agreement of Ameren and the Department. This Agreement may not be modified orally.

8. If any provision of this Agreement is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

9. Nothing in this Agreement excuses Ameren for any future non-compliance with the laws of the State of Missouri, and the Department expressly reserves the right to address future noncompliance in any manner authorized by law.

10. This Consent Agreement will become final, effective, and fully enforceable by the Department once it is executed by each of the parties. The Department shall send a fully executed copy of this Agreement to Ameren.

TERMINATION

11. This Agreement shall be terminated upon mutual written agreement of Ameren and the Department.

CORRESPONDENCE AND DOCUMENTATION

12. Correspondence or documentation with regard to this Agreement shall be directed to the following persons, subject to change upon written notification from either party:

For the Department:

Compliance and Enforcement Section Chief
Air Pollution Control Program
P.O. Box 176
Jefferson, City, Missouri 65102-0176

Or by email to: AirComplianceReporting@dnr.mo.gov

For Ameren:

Manager of Environmental Services
Ameren Missouri
1901 Chouteau Ave.
St. Louis, Missouri 63166

RIGHT OF APPEAL

Notwithstanding the rights reserved in paragraph 2, by signing this Agreement, Ameren waives any right to appeal, seek judicial review, or otherwise challenge this Agreement pursuant to Sections 643.130, 643.085, or 621.250 RSMo, Chapters 536, 643, or 640 RSMo, 10 CSR 10-1.030, or any other source of law.

AGREED TO AND ORDERED

MISSOURI DEPARTMENT OF NATURAL RESOURCES

Original Signed by Stephen Hall

Steven M. Hall, Director
Air Pollution Control Program
Missouri Department of
Natural Resources

Date: December 14, 2021

AMEREN MISSOURI

Original Signed by Mark Birk

Mark C. Birk
Senior Vice President – Customer and
Power Operations
Ameren Missouri

Date: 12/13/21