National Pollutant Discharge Elimination System (NPDES)
Multi-Sector General Permit for Stormwater Discharges from Industrial Facilities (MSGP)

Compliance Evaluation Inspection Report

P4 Production, LLC./South Rasmussen Mine
(a subsidiary of the Monsanto Company.)
Soda Springs, Idaho

NPDES Permit Tracking # IDR05C390

Inspection date: September 24, 2014
Report completion date: December 3, 2014

Prepared by:

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I. Facility Information

Facility Name:	P4 Production, LLC., South Rasmussen Mine (a wholly owned subsidiary of Monsanto Co.)
NPDES Tracking No.:	IDR05C390 Effective date: 05/28/2009 Expiration date: 09/29/2013 – Administratively Extended
Facility Contact(s):	Rachel Roskelley, Senior Environmental Engineer Phone: (208) 547-1248 Branden Hendriks, Mine Manager (208) 547-4300 Michael Vice, Reclamation Specialist (208) 547-1277
Facility Type:	Phosphate Rock Mining, SIC Code #1475 MSGP Sector J
Facility Location:	3268 Blackfoot River Road Soda Springs, ID 83276
Mailing Address:	1853 Highway 34 Soda Springs, ID 83276

II. Inspection Information

Inspection Date(s):	September 24, 2014
Inspector(s):	Patrick Stoll, Inspector (lead) EPA Region 10/OCE/IEMU/IOO (208) 378-5772 Wayne Crowther, P.E., Sr. Regional Engineer Idaho Department of Environmental Quality (IDEQ) Pocatello Regional Office; (208) 236-6160
Entry Time: Exit Time:	9:20 am 2:30 pm
Weather Conditions:	Warm, clear, temperature in the 60-70's (Fahrenheit)

Receiving Waters:	Rasmussen Creek, Angus Creek, unnamed tributary of Sheep Creek, unnamed wetland
Purpose:	Evaluate compliance status with respect to the facility's 2008 Multi-Sector General Permit for Stormwater Discharges Associated with Industrial Activity (MSGP; administratively extended) and the April 2011 Consent Decree by and between P4 Production and EPA.

III. Inspection Entry

This inspection was conducted the day after an inspection at the nearby Blackfoot Bridge (BFB) mine. Both mines are operated by P4 Production, LLC. (a subsidiary of the Monsanto Company). Since the inspection involved many of the same facility representatives, I announced my plans to inspect the South Rasmussen (P4SR) mine near the close of the BFB inspection.

As with the BFB inspection, I was accompanied on this inspection by Wayne Crowther, a Sr. Regional Engineer from the Pocatello office of the Idaho Department of Environmental Quality (IDEQ). Jim Werntz, the Director of EPA's Region 10 Idaho Operations Office, had suggested I contact someone within IDEQ's Pocatello office to let them know that I would be conducting mine inspections the area. Mr. Crowther is responsible for reviewing documents associated with many of the mines in the area to verify compliance with IDEQ's water quality standards and Clean Water Act Section 401 certification requirements. Mr. Crowther expressed interest in joining me on this inspection.

The closing conference for the BFB inspection mentioned previously was completed at 9:00 on the morning of September 24, 2014. Upon conclusion, Mr. Crowther and I left the BFB site to drive approximately ten miles north to the P4SR mine where we were joined once again by Branden Hendriks, P4 Mine Manager and Rachel Roskelley, Monsanto Senior Environmental Engineer (Ms. Roskelley was filling in for Monsanto Environmental Engineer Molly Prickett; Ms. Prickett is normally responsible for stormwater compliance at P4SR but was out-of-state at the time of this inspection). Also in attendance were P4 Reclamation Specialist Michael Vice and Degerstrom Ventures employee Justin Skinner (Degerstrom is the contractor at P4's BFB and P4SR mine). I presented my EPA inspector credentials to the group and explained the scope of the inspection.

IV. Scope of Inspection

This inspection was intended to evaluate the degree to which the P4SR mine is in compliance with the requirements of the MSGP and the April 2011 Consent Decree (P4SR does not have an individual NPDES permit to discharge). In particular, the

inspection would include the following elements:

1. An opening conference describing the purpose of the inspection.
2. A detailed review of the current status of the P4SR mine (I had previously conducted an inspection of the mine in September 2012), including an update on the Horseshoe Overburden Area (HOA) and the associated leachate collection system.
3. A review of the P4SR Stormwater Pollution Prevention Plan (SWPPP) including all site maps, plans, best management practices (BMPs) for controlling stormwater run on and runoff from the site, and site inspections.
4. An on-the-ground review of the entire P4SR site.
5. A closing meeting summarizing observations and issues noted during the inspection.

V. Facility Background

P4SR is no longer an active mine. Mining came to an end in May of 2013 when P4's phosphate mining operations in the area shifted to the new Blackfoot Bridge mine. Though active mining has ceased, P4/Monsanto will continue to be responsible for remediation and reclamation activities at the site well into the future. To provide background and some perspective on the status of current operations at the site, I am including the following information from the report I developed as part of my September 5, 2012 inspection. In particular, I would draw the reader's attention to the information relating to the Horseshoe Overburden Area (HOA) or "Horseshoe Dump" as referred to in the 2012 report:

> *The P4SR mine is an open pit phosphate mine located approximately 25 miles northeast of Soda Springs, Idaho. The facility consists of open and backfilled pits, haul roads, water management facilities including water diversion and containment structures, and ancillary facilities* [see Figure 1].
>
> *Mining operations conducted by P4 at P4SR began in the fall of 2001 and will continue until early 2013 when active mining at P4SR is expected to come to a halt and P4's mining operations will shift to the new Blackfoot Bridge Mine located approximately 10 miles to the south (under development at the time of this inspection).*
>
> *As noted in Section IV, "Scope of Inspection", the Horseshoe Overburden Area (Horseshoe Dump) was of particular interest during this inspection. The discovery of a discharge from the toe of the Horseshoe Dump into an unnamed tributary of nearby Sheep Creek prompted EPA to require P4SR to begin monitoring the discharge for the presence of toxic metals in 2003. Sample results submitted by P4SR indicated that the discharge contained high levels of selenium (in excess of the Idaho Water Quality Standards). In September of 2007, EPA issued a Notice of Violation (NOV) citing P4SR for having an unauthorized discharge to the waters of the United States. As part of the NOV,*

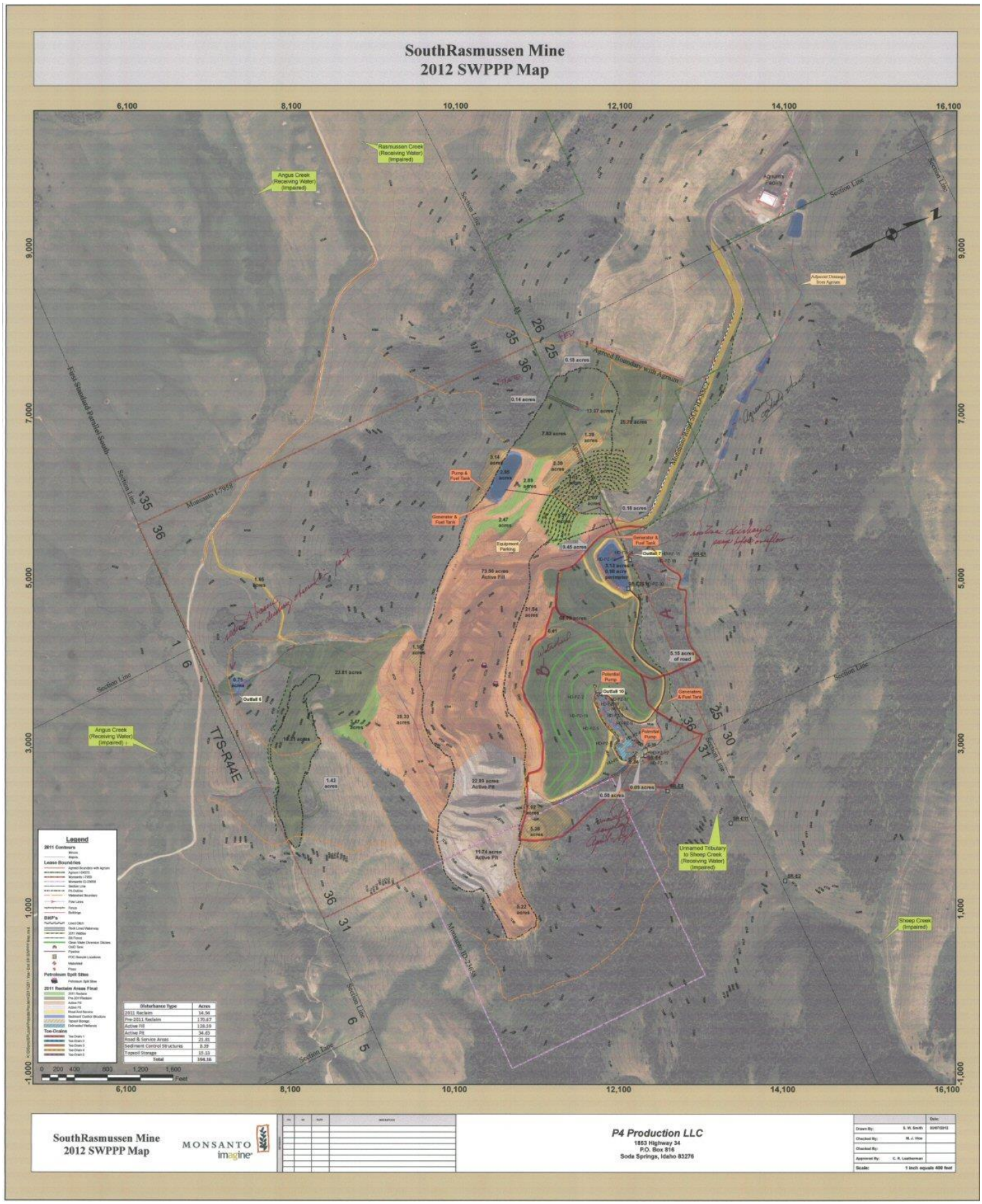

Figure 1 – P4SR 2012 SWPPP Map

P4SR was required to submit a work plan and schedule for managing the effluent from the toe of the Horseshoe Dump. Implementation of the work plan led to the installation of a "Supertrench" system composed of five separate below-ground, gravel-filled ditches designed to intercept and divert groundwater/contaminated mine water from below the dump to five separate collection sumps. Each of the collection sumps is equipped with an automatic pumping system (and a separate backup system) to pump contaminated mine water to the ***Haul Road Pond*** *... This water is used for dust suppression at the site or is evaporated. Evaporation takes place in the Haul Road Pond itself unless (or until) the pond reaches a certain capacity at which point the water is pumped to* ***Smith Pond****. Smith Pond has a more open exposure and is equipped with water evaporation cannons ... In theory, there should be no discharge from Smith Pond or the Haul Road Pond (both are lined).*

As a side note, another feature has recently been added to the Horseshoe Dump area. P4SR has installed a second interceptor trench hydrologically upgradient from a short section of the Supertrench. This second trench is a pilot project involving the use of a "permeable reactive barrier" (PRB). The PRB is intended to provide a zone of reactive material that will intercept and react with any selenium present in the groundwater passing through the zone. In theory, selenium will react with the organic materials in the trench (alfalfa and wood chips in this case) to form an insoluble precipitate. The PRB has been installed in an area that had previously exhibited some of the highest levels of selenium contamination. Monitoring wells were installed on both the upgradient and the downgradient side of the PRB. According to Monsanto personnel, preliminary analytical results suggest that the PRB may be effective in reducing selenium concentrations in the groundwater as it flows through the reactive material. P4SR will continue to monitor the effectiveness of the pilot project and evaluate whether or not the system should be enlarged or applied elsewhere.

The current status of the HOA, the leachate collection system, and the permeable reactive barrier (PRB) are key areas I reviewed during the course of this inspection. These are discussed in detail in Section VIII below.

VI. Stormwater Pollution Prevention Plan (SWPPP) Review

The P4SR SWPPP is a detailed and generally well organized document (the site maps are particularly well done). As I reviewed the SWPPP, I did have some concerns about the following issues:

1) Signatory authorization/delegation of authority,
2) Lack of certification statement on routine facility and quarterly visual inspection reports,
3) Lack of information concerning methodology for identifying qualifying storm events,

4) Limited MSGP/stormwater training for members of Stormwater Pollution Prevention Team, and,
5) Failure to follow proper procedures when assessing a quarterly visual sample of a stormwater discharge. As noted in Section VIII below, there was a discharge at Outfall 10 on June 10, 2014. Samples of the discharge were collected at that time and submitted to a laboratory for analysis. When the P4 staff realized that these samples would have provided an opportunity to assess one of the four quarterly visual samples required by the MSGP, P4 requested the return of any remaining sample from the laboratory. The visual assessment was conducted approximately 2 months after sample collection.

The above items are discussed in greater detail in Section IX, Areas of Concern.

VII. Site Tour

Following my review of the SWPPP, Mr. Hendricks, Ms. Roskelley and Mr. Vice provided Mr. Crowther and me with a complete tour of the mine site. We began our tour with a visit to the equipment maintenance and fueling area. This area is located adjacent to the P4SR mine site office in what is referred to as the Enoch Valley (a reclaimed mining area). All operations appeared to be in in compliance with the SWPPP requirements outlined in Part 5 of the MSGP. As we were driving through this area, Mr. Hendricks pointed out the Enoch Valley Tipple (see Photo 2) and noted that the neighboring Agrium/Nu-West mine had expressed interest in using the tipple at its existing location for loading ore from its South Rasmussen Ridge Mine (not to be confused with P4's South Rasmussen Mine).

From the maintenance area we proceeded south through areas that that had previously been mined and reclaimed. Further along the way, the haul road we were traveling on passed through the active mining area operated by Agrium/Nu-West. On the far side of the Nu-West operations, the haul road took us back onto the P4SR site. We soon arrived at what is referred to as the "Haul Road Pond" (see Photos 4-6). With a reported capacity of 69.3 acre feet (approximately 22.5 million gallons), the pond is used to manage water from the HOA leachate collection system. Beyond the pond, we arrived at the HOA which, along with the leachate collection system, is discussed in detail in the next section.

From the HOA, we drove up to the rim of the mined-out pit (see Photo 15). According the Mr. Hendricks, the adjacent Agrium/Nu-West mine is interested in using the P4SR pit for the placement of overburden and waste rock from their South Rasmussen Ridge Mine located north of the P4SR mine (during a phone conversation I had with IDEQ hydrogeologist Scott Miller, I learned that Agrium/Nu-West had originally planned to establish a mine dump at their own site until a hydrogeological investigation identified potential problems at that location).

After leaving the pit, Mr. Hendricks drove us to our final stop along the tour, Smith Pond (see Photo 16). With a reported capacity of 35 acre feet (approximately 11

million gallons), Smith Pond serves as a backup for the HRP. To provide for extra capacity in the HRP, water can be pumped from the HRP to Smith Pond (the elevation and exposed orientation of Smith Pond facilitates evaporation). From Smith Pond we returned to the P4SR office.

VIII. The HOA, Leachate Collection System, PRB, and HRP

Soon after construction of the HOA, pollutants (i.e., selenium, cadmium, zinc, and nickel) were detected in leachate flowing from the toe of the HOA into a wetland area adjacent to an unnamed tributary of Sheep Creek. As part of the a subsequent Consent Decree (CD) entered into by and between P4 and the U.S. Environmental Protection Agency (EPA) in April of 2011, P4 agreed to implement a number of control measures designed to prevent the discharge of the leachate to the waters of the U.S. P4 also agreed to interim limits and additional monitoring and reporting requirements outlined in the CD (see Attachment B for copy of document).

Since my September 2012 inspection, the leachate collection system continues to divert the subsurface flow of contaminated leachate and groundwater from the toe of the HOA. As noted in 2012, this water is intercepted by the leachate collection system and conveyed to one of five sumps installed around the inner perimeter of the horseshoe-shaped waste dump (see Figure 2). Float activated pumps transfer water from the sumps (see Photos 11-13) to the HRP. The primary management strategy for water within the HRP is evaporation (misters operating within the pond facilitate this process). The water may also be used for dust suppression. To provide for additional capacity in the HRP if needed, water may also be pumped to Smith Pond for evaporation (see Photo 16). The following table, based upon information provided by P4/Monsanto, summarizes the volume of water pumped from the leachate collection system to the HRP since the time that the system was placed into operation (March 3, 2010) through December 9, 2013:

Year	Total Volume Pumped (acre feet)
2010	45.3
2011	62.4
2012	28.3
2013	26.0

According to the P4 staff, there is considerable variation in seasonal flow into the leachate collection system. The highest volume recorded was close to 3 million gallons per month. Most recently, the flow for August of 2014 was approximately 300,000 gallons.

Another feature associated with the HOA is the permeable reactive barrier (PRB). In October of 2010, a pilot-scale PBR was installed adjacent to and upgradient from a portion of the leachate collection system (see Figure 3). Installation of the PRB involved excavation of a trench below the water table, perpendicular to the flow of

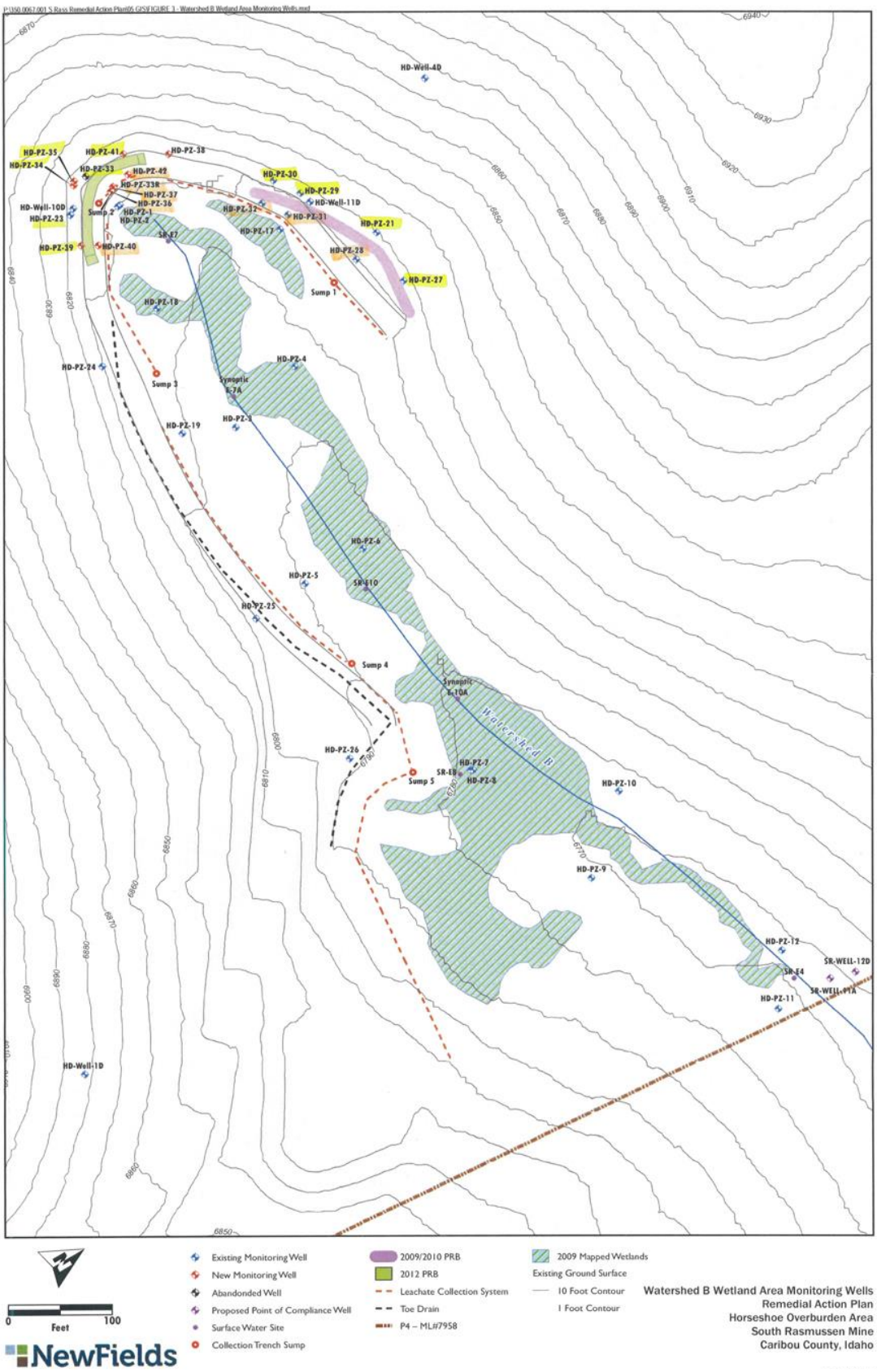

Figure 2 – HOA and Watershed B Map

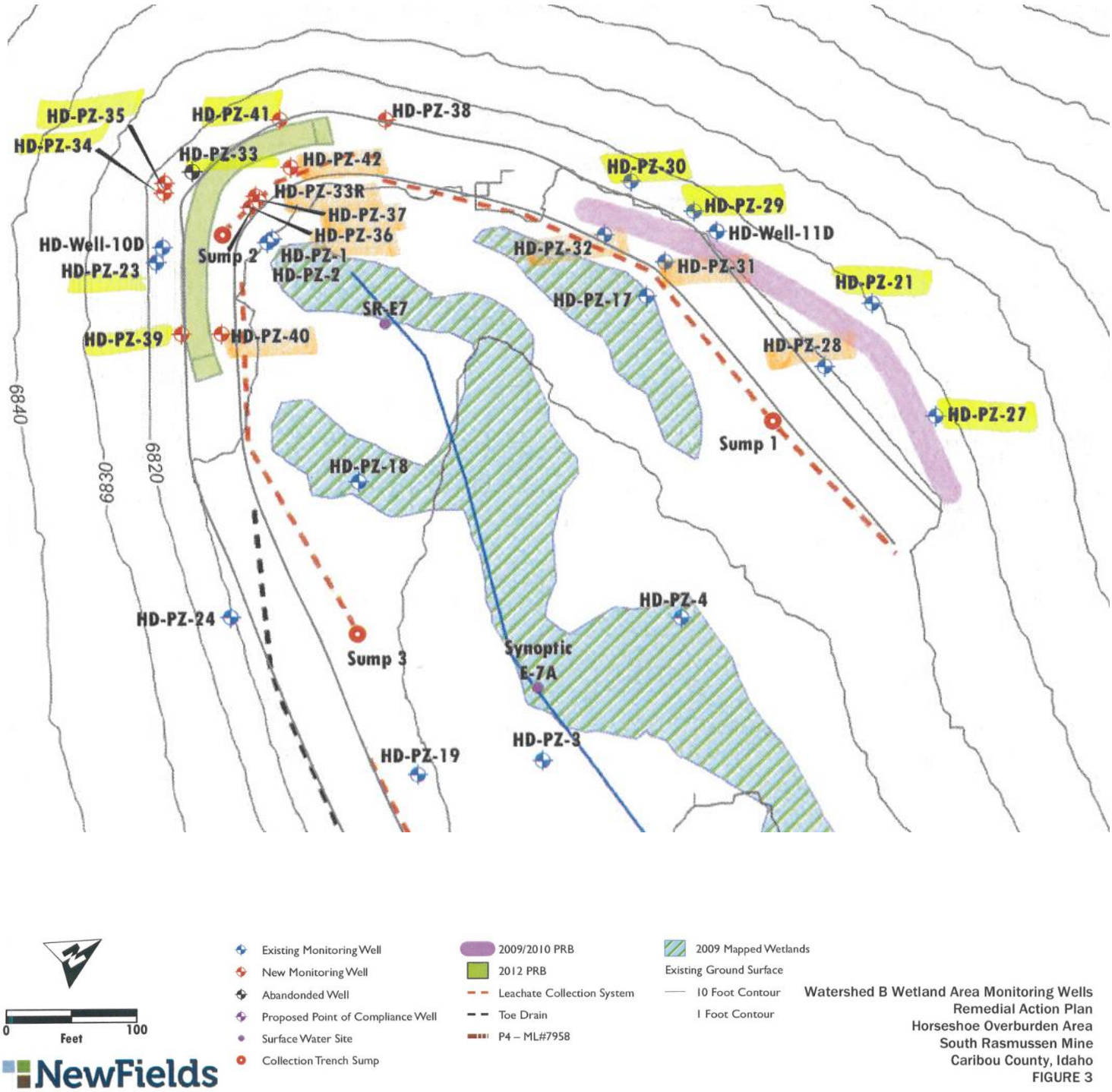

Figure 3 – HOA and Watershed B Map., details (including leachate collection system trench and PRB)

groundwater. The trench was filled with reactive media (alfalfa and wood chips) and covered with soil. As contaminated groundwater intercepts and passes through the PRB, the organic media within the PRB yields electrons to the solubilized selenium thereby converting the selenium, in a reduction process, to the insoluble form so it will precipitate out of solution and remain trapped in the media.

Groundwater monitoring data associated with the 2010 pilot-scale PRB suggested that the *in situ* treatment associated with the PRB can effectively reduce the level of selenium in the leachate passing through the PRB. The data was encouraging enough to prompt P4 to install a second PRB segment in October of 2012. The second segment is wider and includes a piping system for recharging the reactive media with carbon. More recent groundwater monitoring data reportedly suggests that while both PRB segments are effective at removing selenium, the new wider segment does a better job during high flow rates. Evidently, the retention time associated with the original (narrower) segment, is not sufficient to treat the water to meet water quality standards during periods of high flow. Based upon the most recent data, P4 will, reportedly, soon be adding a third, longer segment of the PRB upgradient from the leachate collection system in the area between collection sumps 3 and 5. According to Ms. Roskelley, P4 is hoping to demonstrate that a PRB system can provide sufficient treatment of the leachate/groundwater from the HOA to allow for direct discharge, without any further treatment, to the adjacent wetland and unnamed tributary to Sheep Creek.

In addition to the problem with leachate from the toe of the HOA, the waste dump has also had a recent issue with stormwater runoff from its surface. To minimize the amount of meteoric water that could potentially infiltrate into the HOA (which would, in turn, help to minimize the amount of leachate seeping from the toe of the HOA), P4 installed a "clean water diversion" (CWD); a series of shallow trenches or ditches on the face of the waste dump in the area above the leachate collection system. The trenches were intended to divert surface runoff to a cistern installed just below ground level near the lower portion of the toe of the HOA (see Photos 9-10). The cistern was originally equipped with a subsurface outlet pipe and valve arrangement so stormwater could be collected and held within the system. Based on the assumption that the stormwater runoff should, in theory, constitute a "clean water" discharge, the April 2011 CD stipulated that this stormwater runoff should be allowed to flow freely to the wetland/unnamed tributary area. Paragraph 18 of the CD notes that "…discharges from the surface of the HOA shall not exceed 15 µg/l for total selenium as measured at the discharge from the surface water collection system."

On June 10, 2014, in the aftermath of a storm event, there was a stormwater discharge at Outfall 10 (reported to be approximately 1 gpm at the time it was discovered) from the CWD to the wetland/unnamed tributary below the HOA. Samples were collected by P4 and submitted for laboratory analysis (see Attachment C for laboratory report and all additional documents submitted by P4 in association with this discharge). Laboratory analysis indicated that selenium was present in the runoff at levels in excess of 200 µg/l. In a June 17, 2014 "Exceedance Report" submitted to EPA by P4 Business Unit Lead Randy Vranes, Mr. Vranes noted that the selenium levels were

"…a significant departure from the samples taken during the last flow events in 2010 and 2011". In his Exceedance Report, Mr. Vranes provided the following explanation for the unexpected levels of selenium detected in the discharge from the CWD:

> *Presence of water in the CWD system was unexpected this late in the season. All snow had melted off the face of the HOA by mid-May and no significant storm events had occurred over the prior month. This information coupled with the analytical results from the trench material and tank sediment leads P4 to believe a portion of the CWD piping system may be damaged and is allowing water to migrate into the system. The video inspection should be able to confirm or disprove this theory.*

During the course of my September 2014 inspection, I noted that part of the piping and valve system associated with the CWD had been excavated (see Photo 10). Ms. Roskelley told me, in a later phone conversation, that it was determined that a leaky valve may have been responsible for the introduction of leachate or groundwater into the system. She reported that further testing was being conducted to verify the integrity of the CWD piping system. Ms. Roskelley also told me that there has been no observable discharge from the CWD since the June 2014 event.

IX. Areas of Concern

The following areas of concern were noted during the course of this inspection:

1) **Signature Authorization**: Part 5.1.7 of the 2008 MSGP (administratively extended at the time of this inspection) outlines signature requirement for certain documents in the SWPPP. Subsection 11 in Attachment B of the MSGP provides additional information describing these signatory requirements. The P4SR SWPPP identifies the person with signature authority by title (Business Unit Lead, Mineral Activities) but provides no delegation of authority to anyone else who might be responsible for signing any forms requiring the National Pollutant Discharge Elimination System (NPDES) certification statement specified at 40 CFR 122.22 (d). A copy of the P4 Signatory Authority and the facility's justification for **not** providing any further delegation of authority is included in Attachment D of this report.

2) **Inspection Certifications**: Part 4.1 of the MSGP imposes a requirement to conduct and document routine facility inspections. The MSGP recordkeeping template provided by EPA on its MSGP web site includes a form for documenting these inspections. The form includes the 40 CFR 122.22 (d) certification statement in conjunction with the signature line (as does the Quarterly Visual Assessment form used to satisfy Part 4.2 of the MSGP). The certification statement is typically included on all the inspection forms prepared by facilities subject to the MSGP (this statement is explicitly required in the similar Construction General Permit at Part 4.1.7.2). During the course of this inspection, I noted that the certification statement was no longer included on

either the routine or the quarterly visual inspection forms at P4SR. P4 claims that the wording in Appendix B.11.B of the MSGP indicates that only the forms submitted to EPA require the authorized signature (and, by extension, the certification statement). P4 maintains that only the annual reports are submitted to EPA; since the routine facility inspections and the quarterly visual assessments are not submitted, an authorized signature is not required. In an effort to resolve this issue, I spoke directly with stormwater personnel in EPA headquarters. I was told that the failure to explicitly require the authorized signature and certification on the routine and the quarterly visual inspection reports was an oversight; that this was always the intent (as evidenced by the MSGP templates).

3) **Qualifying or Measurable Storm Event**: I had concerns about the lack of any description of the methodology used for identifying a qualifying or measurable storm event (e.g., Part 8.J.4.2.1, "…within 24 hours of the end of a storm event of 0.5 inches or greater…."). I expressed these concerns during the closing conference. In an October 23, 2014 follow-up letter from P4 Business Unit Lead Randy Vranes (see Attachment D), Mr. Vranes noted that clarifying information has since been added to the SWPPP.

4) **Employee Training**: Appendix A of the MSGP identifies "qualified personnel" as "…those who possess the knowledge and skills to assess conditions and activities that could impact stormwater quality at your facility, and who can also evaluate the effectiveness of control measures". To satisfy the very general employee training requirements of Part 2.1.2.9 of the MSGP, all employees at P4SR are required to watch a slide show that provides a very brief overview of the MSGP and the importance of stormwater management. Part 5.1.1 of the MSGP addresses the role and responsibilities of the designated Stormwater Pollution Prevention Team. I was concerned that the basic slide show presented to all staff members did not, on its own, provide sufficient detail to qualify any of the P4SR staff for a role as a Stormwater Pollution Prevention Team member. In his October 23, 2014 response to my closing conference remarks, Mr. Vranes expressed his belief that the level of training currently provided at P4SR was sufficient to satisfy the employee training requirements of the MSGP. However, he did agree that additional position-specific training would be a best management practice - one that would be implemented for the Stormwater Pollution Prevention Team members in the future.

5) **Quarterly Visual Assessment Procedures**: Part 4.2.1 of the MSGP establishes a requirement for the collection and visual analysis of a stormwater sample from each outfall once each quarter. Though a number of outfalls have been identified at P4SR, it is reported that very few are likely to have a measurable stormwater discharge; surface reclamation during recent years has significantly changed the site characteristics. Outfall 10, located below the toe of the HOA, is one outfall that is likely to have a discharge of stormwater runoff under

certain conditions. As noted in Section VIII of this report, there was a stormwater discharge from Outfall 10 to the wetland/unnamed tributary of Sheep Creek on June 10, 2014. A sample of the discharge was collected and submitted for laboratory analysis. After submission, the P4 staff realized that this sample could have served as one of the four quarterly visual samples required by the MSGP (given the fact that a discharge at this outfall is not a common occurrence, it is reportedly not possible to collect and assess the four samples specified in the MSGP). The staff then requested the return of any remaining sample from the laboratory. The visual assessment was conducted approximately 2 months after sampling rather than at the time of collection as required by the MSGP. The visual assessment report for this sample is included as page 78 in Attachment D.

6) **Stormwater Runoff Discharge Above Interim Limits**: Paragraph 18 of the April 2011 Consent Decree established a 15 µg/l target limit for total selenium in the stormwater runoff from the surface of the HOA. As noted in the previous Area of Concern (#5), a discharge at Outfall 10 on June 10, 2014 exceeded this limit.

X. Closing Conference

Upon conclusion of the site tour, we reconvened at the P4SR site office. I provided a verbal summarization of the concerns I noted above in Section IX, items 1-5. Since I had not yet reviewed the laboratory results associated with the sample collected at Outfall 10 or the April 2011 CD, I did not address the stormwater runoff issue (#6) during the closing conference. Ms. Roskelley and I did discuss the signature authorization and the inspection forms certification issues. As was the case at the P4 BFB Mine, she indicated that P4's attorney had reviewed the MSGP and determined that the current signature authorization was sufficient and that the certification statement was only required on the Annual Report, not the Routine Facility Inspections or the Quarterly Visual Assessments. I explained that I would seek further clarification on this issue.

Upon conclusion of the closing conference, I thanked the P4 staff for their assistance and told them it was likely I might have some follow-up questions once I began developing the inspection report. Mr. Crowther and I then left the site at 2:30 pm.

P4 Production, LLC.
South Rasmussen Mine
Report Completion Date: 12/03/2014

Inspector:

Patrick Stoll, EPA/R10/IOO
Lead Inspector

Attachment A
Photo Log

P4 Production, LLC./South Rasmussen Mine

Inspection site or facility name:	P4 Production, LLC./South Rasmussen Mine (a subsidiary of the Monsanto Company)
Physical Location:	3268 Blackfoot River Road Soda Springs, Idaho 83276
NPDES ID #:	Tracking # IDR05C390
Type of Inspection:	MSGP Stormwater Compliance Evaluation Inspection
Date of Inspection:	September 24, 2014
Inspector(s):	Patrick Stoll, EPA/R10/OCE/IEMU/IOO
Image capture device:	Panasonic Lumix DMC-TS4
Original file type, pixel dimensions, and file #s, (assigned by camera):	JPG; 4000 x 3000 pixels; Image numbers P1000703-P1000758
Photo Log Image ID #s:	Images numbered: 1-16
Digital images recorded by:	Patrick Stoll unless otherwise noted
Drainage/flow direction:	→

Photo No. 1 (P1000760)
Facing west – spill control equipment is stored in an overpack container at the P4SR fueling area. .

Photo No. 2 (P1000762)
Facing northeast – P4's idle Enoch Valley tipple may be used by Agrium/Nu-West in the future.

Photo No. 3 (P1000763)
Facing northeast – these used oil tanks are staged in an equipment storage area above the tipple. I was initially concerned that the shallow secondary containment did not appear to have sufficient capacity to comply with the volumetric requirements of the SPCC program; measurements proved otherwise.

Photo No. 4 (P1000768)
Facing south –the auxiliary generator located above the HRP provides backup power for the leachate collection system sump pumps and the HRP misters.

Photo No. 5 (P1000770)
Facing west – this view includes the fuel tank for the HRP auxiliary generator.

Photo No. 6 (P1000769)
Facing south –misters on the south side and central area of the HRP have been installed to increase the rate of evaporation from the pond.

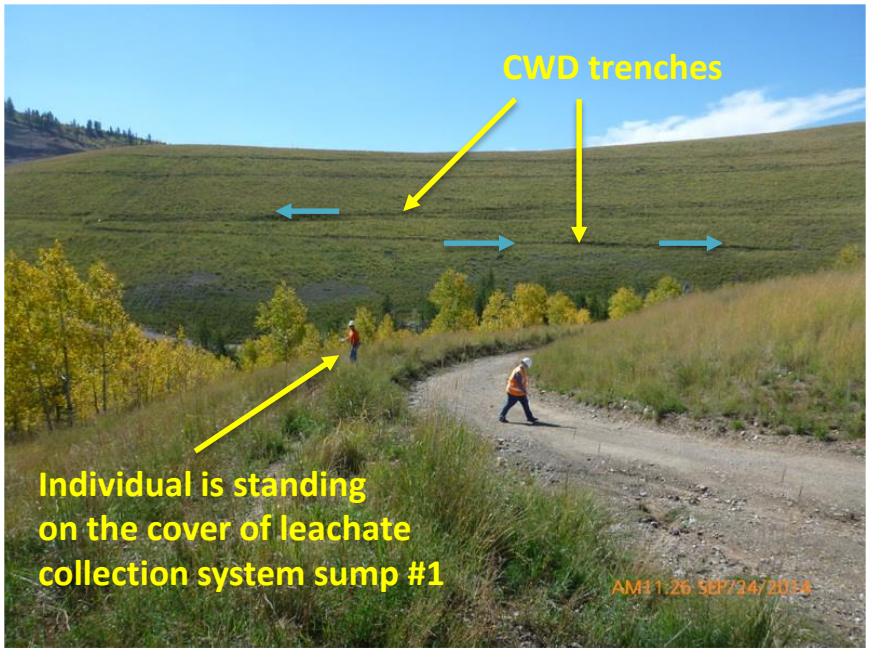

Photo No. 7 (P1000771)
Facing west – the gravel road begins its passage around the interior of the HOA; trenches that divert stormwater from the surface of the HOA to the CWD cistern are visible in this photo.

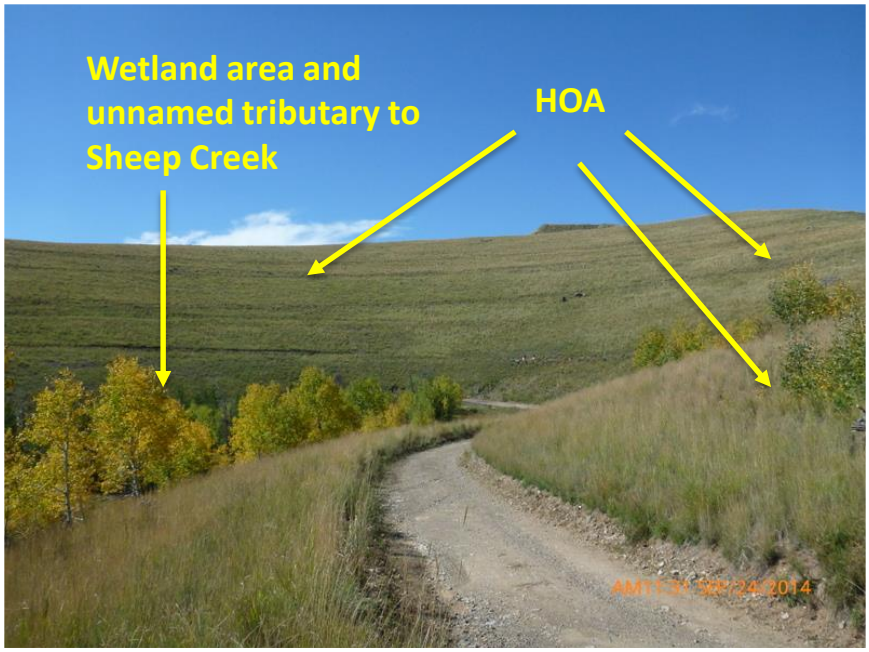

Photo No. 8 (P1000772)
Facing west – this photo reveals more of the interior portion of the HOA.

Photo No. 9 (P1000775)
Facing west northwest - ports visible on the side of the HOA provide access to the interior of the CWD cistern.

Photo No. 10 (P1000776)
Facing north – the piping and valve system associated with the CWD had been partially excavated and were exposed at the time of this inspection. P4 suspects that a breach in the system's integrity was responsible for the introduction of contaminated groundwater and/or leachate from the HOA.

Photo No. 11 (P1000774)
Facing southwest – leachate collection system sump #1 is located above the wetland and the unnamed tributary to Sheep Creek below the HOA; Outfall 10 discharges into this area..

Photo No. 12 (P1000777)
Facing southwest – leachate collection system sump #2 is located near center of the toe of the HOA; piezometers on both sides of the subsurface leachate collection trench are available for the collection of groundwater samples.

Photo No. 13 (P1000779)
Each of the five leachate collection sumps is equipped with a pair of dedicated pumps (the time and date is inverted on this photo due to the fact that I was holding the camera upside down through the sump cover).

Photo No. 14 (P1000781)
Facing northwest – the black PVC pipe is part of the second PRB installed in October 2012.
The pipe is used to add carbon to the PRB to recharge the system's matrix.

Photo No. 15 (P1000785)
Facing south and looking into the mined-out pit at P4SR; Agrium/Nu-West would like to utilize the pit for the disposal of overburden and waste rock from their operations north of the P4SR mine.

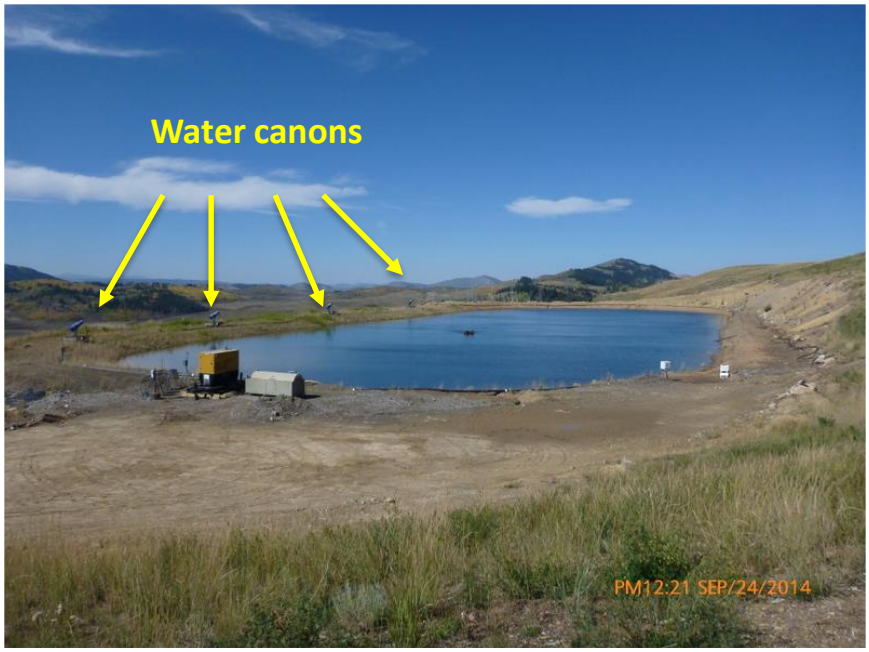

Photo No. 16 (P1000786)
Facing north – Smith Pond serves as a backup for the HRP. Water canons on the west side of the pond are used to facilitate evaporation. The generator provides power for the pump and the water canons.

Attachment B
Consent Decree

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
	)	Civil Action No.
v.	)	
	)	CONSENT DECREE
	)	
P4 PRODUCTION, LLC,	)	
	)	
Defendant(s).	)	
	)	

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Plaintiff United States of America, on behalf of the United States Environmental Protection Agency ("EPA"), has filed a complaint in this action concurrently with this Consent Decree, alleging that Defendant, P4 Production L.L.C., violated Section 301(a) of the Clean Water Act ("Act"), 33 U.S.C. § 1311(a).

The Complaint against Defendant alleges that Defendant discharged effluent containing selenium, cadmium, nickel, and zinc from the toe of the Horseshoe Overburden Area at the South Rasmussen Mine in southeast Idaho for a period of at least five years. The Complaint further alleges that discharge was not authorized by a National Pollutant Discharge Elimination System ("NPDES") permit.

Defendant does not admit any liability to the United States arising out of the transactions or occurrences alleged in the Complaint.

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 between 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, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Sections 301(a) and 309(b) of the Clean Water Act, 33

U.S.C. §§ 1311(a), 1319(b), and over the Parties. Venue lies in this District pursuant to 309(b) of the CWA, 33 U.S.C. § 1319(b), and 28 U.S.C. §§ 1391(b) and 1395(a), because Defendant's principle place of business is located within this District. For purposes of this Decree, or any action to enforce this Decree, Defendant consents to the Court's jurisdiction over this Decree and any such action and over Defendant and consents to venue in this judicial district.

2. For purposes of this Consent Decree, Defendant agrees that the Complaint states claims upon which relief may be granted pursuant to Section 301 of the CWA, 33 U.S.C. § 1311(a).

II. APPLICABILITY

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

4. No transfer of ownership or operation of the Facility, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve Defendant of its obligation to ensure that the terms of the Decree are implemented. At least 30 Days prior to such transfer, Defendant shall provide a copy of this Consent Decree to the proposed transferee and shall provide written notice of the prospective transfer to EPA Region 10, the United States Attorney for the District of Idaho, and the United States Department of Justice, in accordance with Section XIII of this Decree (Notices). Any attempt to transfer ownership or operation of the Facility without complying with this Paragraph constitutes a violation of this Decree.

5. Defendant 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 contractor retained to perform work required under this Consent Decree. Defendant shall condition any such contract upon performance of the work in conformity with the terms of this Consent Decree.

6. In any action to enforce this Consent Decree, Defendant shall not raise as a defense the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

III. DEFINITIONS

7. Terms used in this Consent Decree that are defined in the Act shall have the meanings assigned to them in the Act unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

a. "Complaint" shall mean the complaint filed by the United States in this action;

b. "Consent Decree" or "Decree" shall mean this Decree and all appendices attached hereto;

c. "Day" shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next business day;

d. "Defendant" shall mean P4 Production L.L.C.;

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

f. "Effective Date" shall have the definition provided in Section XIV (Effective Date).

g. "Facility" shall mean the Horseshoe Overburden Area ("HOA") located at Defendant's South Rasmussen Mine in southeast Idaho.

h. "Leachate" shall mean, for purposes of this Consent Decree, the water that has infiltrated into the HOA, and which flows from the HOA.

i. "MSGP" shall mean the EPA NPDES Stormwater Multi-Sector General Permit for Industrial Activities, promulgated at 73 Fed. Reg. 56572 (Sept. 29, 2008), or its replacement.

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

k. "Parties" shall mean the United States and Defendant(s);

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

m. "SR-E4" and "SR-E11" shall mean the sampling stations depicted in Appendix B.

n. "State" shall mean the State of Idaho.

o. "Unnamed Tributary" shall mean the unnamed tributary flowing from the wetlands at the toe of the Horseshoe Overburden Area at the P4 South Rasmussen Mine.

p. "United States" shall mean the United States of America, acting on behalf of EPA;

q. "Wetland" shall mean the wetland located at the toe of the HOA.

IV. CIVIL PENALTY

8. Within 30 Days after the Effective Date of this Consent Decree, Defendant shall pay the sum of ONE MILLION FOUR HUNDRED THOUSAND DOLLARS ($1,400,000) as a civil penalty, together with interest accruing from the date on which the Consent Decree is lodged with the Court, at the rate specified in 28 U.S.C. § 1961 as of the date of lodging.

9. Defendant shall pay the civil penalty due by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice in accordance with written instructions to be provided to Defendant, following lodging of the Consent Decree, by the Financial Litigation Unit of the U.S. Attorney's Office for the District of Idaho, Washington Group Plaza IV, 800 Park Boulevard, Suite 600, Boise, Idaho 83712, Telephone: (208) 334-1211. At the time of payment, Defendant 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 v. P4 Production L.L.C., and shall reference the civil action number and DOJ case number 90-5-1-1-09868, to the United States in accordance with Section XIII of this Decree (Notices); by email to acctsreceivable.CINWD@epa.gov; and by mail to:

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

10. Defendant shall not deduct any penalties paid under this Decree pursuant to this Section or Section VII (Stipulated Penalties) in calculating its federal income tax.

V. COMPLIANCE REQUIREMENTS

11. Defendant shall not allow the discharge of any surface runoff from the HOA that has come into direct contact with seleniferous waste rock contained in the HOA to the Unnamed Tributary or any other water of the United States until Defendant receives an individual NPDES permit for the discharge.

12. Defendant shall not discharge Leachate to the Unnamed Tributary or any other water of the United States until Defendant receives an individual NPDES permit for the discharge. Defendant shall continue to operate the Leachate collection system depicted in Appendix A as needed to prevent the discharge of Leachate to the Unnamed Tributary or any other Water of the United States for the life of this Consent Decree, except as modified by Paragraph 15 below.

13. Defendant shall collect and discharge the stormwater runoff from the surface of the HOA using the surface collection system depicted in Appendix A provided that the discharge of such stormwater is otherwise consistent with the requirements for discharge under this Consent Decree. The discharge shall be directed to the Wetland and Unnamed Tributary located at the toe of the HOA as depicted in Appendix A. Water from the Wetland shall be allowed to flow into the Unnamed Tributary. All discharges of stormwater from the HOA shall be covered by the MSGP, subject to the compliance schedule set forth in Paragraphs 16 through 18 below.

14. Defendant shall sample monitoring stations SR-E4 and SR-E11 and the Leachate being pumped to the evaporation pond for a period five years. Monitoring shall occur at least monthly during the months of April through September of each year. Defendant shall monitor for the following parameters: flow, selenium, cadmium, zinc, nickel and hardness. All metals shall be sampled for dissolved and total recoverable metals. Monitoring must be conducted according to test procedures approved under 40 C.F.R. Part 136, unless other test procedures have been approved by EPA. Defendant shall report the results of this monitoring to EPA in accordance with Paragraph 20 below. If there is no discernable flow at a monitoring station on the date of monitoring, no sample will be required and the report should state no flow.

15. Defendant may cease operation of the Leachate collection system and surface water collection systems described in Paragraphs 12 and 13 above if (1) remediation/reclamation work on the HOA is initiated under the authority of a final order issued by the State of Idaho or EPA and if that physical work would materially interfere with the operation of the collection system or (2) if an individual NPDES permit is issued for the discharge of treated Leachate to a water of the United States.

16. Compliance Schedule. Defendant shall have up to three years from effective date of this Decree to comply with the terms of the MSGP for discharges from the HOA. This three-year period does not apply to Leachate discharges from the HOA. During this three-year period, Defendant shall make all reasonable efforts through the use of best management practices, and consistent with the MSGP, to manage its discharge in order to reduce, and if possible, eliminate all exceedances of applicable water quality standards as measured at monitoring station SR-E4.

17. If, after three years, Defendant's stormwater discharges from the surface of the HOA are not meeting the terms of the MSGP, Defendant shall install treatment equipment necessary to bring the stormwater discharges into compliance with the MSGP. Such time for compliance may be extended upon written agreement by the parties.

18. The Compliance Schedule described in Paragraph 16 notwithstanding, Defendant's discharges from the surface of the HOA shall not exceed 15 ug/l for total selenium as measured at the discharge from the surface water collection system described in Paragraph 13.

19. Permits. Where any compliance obligation under this Section requires Defendant to obtain a federal, state, or local permit or approval, Defendant shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. Defendant may seek relief under the provisions of Section VIII of this Consent Decree (Force Majeure) 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 Defendant has submitted timely and complete applications and has taken all other actions necessary to obtain all such permits or approvals.

VI. REPORTING REQUIREMENTS

20. Defendant shall submit the following reports:

a. Monthly Reporting. Within 30 Days after the end of each month in which sampling is required, after lodging of this Consent Decree, until termination of this Decree pursuant to Section XVII (Termination), Defendant shall submit to EPA the results of the sampling performed pursuant to Paragraph 14 above.

b. Non-Compliance Report. If Defendant fails to comply, or has reason to believe that it may fail to comply, with any requirement of this Consent Decree, Defendant shall notify the United States of such non-compliance and its likely duration, in writing, within ten business Days of the Day Defendant first becomes aware of the non-compliance, with an explanation of the likely cause of the non-compliance and of the remedial steps taken, or to be taken, to prevent or minimize such non-compliance. If the cause of the non-compliance cannot be fully explained at the time the report is due, Defendant shall so state in the report. Defendant shall investigate the cause of the non-compliance and shall then submit an amendment to the report, including a report of the findings of its investigation, within 30 Days of the Day Defendant becomes aware of the cause of the non-compliance. Nothing in this Paragraph or the following Paragraph relieves Defendant of its obligation to provide the notice required by Section VIII of this Consent Decree (Force Majeure).

21. Whenever any non-compliance with this Consent Decree or any other event affecting Defendant's performance under this Decree, or the performance of its Facility, may pose an immediate threat to the public health or welfare or the environment, Defendant shall notify EPA orally or by electronic or facsimile transmission as soon as possible, but no later than 24 hours after Defendant first knew of the non-compliance or event. This procedure is in addition to the requirements set forth in the preceding Paragraph.

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

23. Each report submitted by Defendant under this Section shall be signed by a responsible corporate officer, as defined in 40 C.F.R. § 122.22(a)(1) , and include the following certification:

> I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, 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.

This certification requirement does not apply to emergency or similar notifications where compliance would be impractical.

24. The reporting requirements of this Consent Decree do not relieve Defendant of any reporting obligations required by the Clean Water Act or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

25. Any information provided pursuant to this Consent Decree may be used by the United States in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

VII. STIPULATED PENALTIES

26. Defendant shall be liable for stipulated penalties to the United States for violations of this Consent Decree as specified below, unless excused under Section VIII (Force Majeure)or otherwise excused by EPA. A violation includes failing to perform any obligation

required by the terms of this Decree, including any work plan or schedule approved under this Decree, according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree.

27. Late Payment of Civil Penalty. If Defendant fails to pay the civil penalty required to be paid under Section IV of this Decree (Civil Penalty) when due, Defendant shall pay a stipulated penalty of $500 per Day for each Day that the payment is late.

28. HOA Discharges. The following stipulated penalties apply for each day in which Defendant discharges surface runoff from the HOA that has come into direct contact with seleniferous waste rock contained in the HOA without an individual NPDES permit as set forth in Paragraph 11.

Penalty Per Violation Per Day	*Period of Noncompliance*
$1000	*1st through 14th Day*
$1500	*15th through 30th Day*
$2000	*31st Day and beyond.*

29. Leachate . For discharging Leachate in violation of Paragraph 12 or for failure to operate the Leachate collection system as required in Paragraph 12, the following stipulated penalties apply.

Penalty Per Violation Per Day	*Period of Noncompliance*
$1000	*1st through 14th Day*
$1500	*15th through 30th Day*
$2000	*31st Day and beyond*

30. Stormwater Surface Runoff. For failure to manage stormwater surface runoff from the HOA as provided in Paragraph 13, the following stipulated penalties apply for each day:

Penalty Per Violation Per Day	*Period of Noncompliance*
$500	*1st through 14th Day*
$1000	*15th through 30th Day*
$1500	*31st Day and beyond*

31. Monitoring. For failure to conduct monitoring or report as required in Paragraph 14, Defendant shall pay a stipulated penalty of $10,000 for each month in which it does not conduct sampling or report as required by Paragraph 14.

32. Water Quality Standards. After the end of the three-year compliance schedule set forth in Paragraphs 16 through 18, the following stipulated penalties shall apply to violation(s) of

the MSGP for discharges from the HOA that cause or contribute to an exceedance of an applicable water quality standard.

Penalty Per Violation Per Day	*Period of Noncompliance*
$1000	*1st through 14th Day*
$1500	*15th through 30th Day*
$2000	*31st Day and beyond*

33. Reporting Requirements. The following stipulated penalties shall accrue per violation per Day for each violation of the reporting requirements of Section VI of this Consent Decree (Reporting Requirements):

Penalty Per Violation Per Day	*Period of Noncompliance*
$200	*1st through 14th Day*
$400	*15th through 30th Day*
$600	*31st Day and beyond*

34. 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.

35. Defendant shall pay any stipulated penalty within 30 Days of receiving the United States' written demand.

36. The United States may in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due it under this Consent Decree.

37. Stipulated penalties shall continue to accrue as provided in Paragraph 34 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 that is not appealed to the Court, Defendant shall pay accrued penalties determined to be owing, together with interest, to the United States within 30 Days of the effective date of the agreement or the receipt of EPA's decision or order.

b. If the dispute is appealed to the Court and the United States prevails in whole or in part, Defendant shall pay all accrued penalties determined by the Court to be owing, together with interest, within 60 Days of receiving the Court's decision or order, except as provided in subparagraph c, below.

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

38. Defendant shall pay stipulated penalties owing to the United States in the manner set forth and with the confirmation notices required by Paragraph 9, 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.

39. If Defendant fails to pay stipulated penalties according to the terms of this Consent Decree, Defendant 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 from seeking any remedy otherwise provided by law for Defendant's failure to pay any stipulated penalties.

40. Subject to the provisions of Section XI of this Consent Decree (Effect of Settlement/Reservation of Rights), 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 for Defendant's violation of this Consent Decree or applicable law. Where a violation of this Consent Decree is also a violation of section 301(a) of the CWA, 33 U.S.C. § 1311(a), Defendant shall be allowed a credit, for any stipulated penalties paid, against any statutory penalties imposed for such violation.

VIII. FORCE MAJEURE

41. "Force Majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Defendant, of any entity controlled by Defendant, or of Defendant's contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Defendant's best efforts to fulfill the obligation. The requirement that Defendant exercises "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 Defendant's financial inability to perform any obligation under this Consent Decree.

42. 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, Defendant

shall provide notice orally or by electronic or facsimile transmission to Eva DeMaria, EPA Region 10, demaria.eva@epa.gov, (206) 553-1970 (tel.), (206) 553-1280 (fax), within 24 hours of when Defendant first knew that the event might cause a delay. Within five business days thereafter, Defendant shall provide in writing to EPA 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; Defendant's 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 Defendant, such event may cause or contribute to an endangerment to public health, welfare or the environment. Defendant 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 requirements of this Paragraph shall preclude Defendant 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. Defendant shall be deemed to know of any circumstance of which Defendant, any entity controlled by Defendant, or Defendant's contractors knew or should have known.

43. If EPA 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 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 Defendant in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

44. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify Defendant in writing of its decision.

45. If Defendant elects to invoke the dispute resolution procedures set forth in Section IX (Dispute Resolution), it shall do so no later than 15 Days after receipt of EPA's notice. In any such proceeding, Defendant 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 Defendant complied with the requirements of Paragraphs 41 and 42, above. If Defendant carries this burden, the delay at issue shall be deemed not to be a violation by Defendant of the affected obligation of this Consent Decree identified to EPA and the Court.

IX. DISPUTE RESOLUTION

46. 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. Defendant's failure to seek resolution of a dispute under this Section shall preclude Defendant from raising any such issue as a defense to an action by the United States to enforce any obligation of Defendant arising under this Decree.

47. 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 Defendant sends the United States a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 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 shall be considered binding unless, within 10 business Days after the conclusion of the informal negotiation period, Defendant invokes formal dispute resolution procedures as set forth below.

48. Formal Dispute Resolution. Defendant shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States 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 Defendant's position and any supporting documentation relied upon by Defendant.

49. The United States shall serve its Statement of Position within 45 Days of receipt of Defendant's Statement of Position. The United States' 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 United States. The United States' Statement of Position shall be binding on Defendant, unless Defendant files a motion for judicial review of the dispute in accordance with the following Paragraph.

50. Defendant may seek judicial review of the dispute by filing with the Court and serving on the United States, in accordance with XIII of this Consent Decree (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within 30 Days of receipt

of the United States' Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of Defendant's 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.

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

52. Standard of Review

a. Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 47 pertaining to the adequacy or appropriateness of plans, procedures to implement plans, schedules or any other items requiring approval by EPA under this Consent Decree; the adequacy of the performance of work undertaken pursuant to this Consent Decree; and all other disputes that are accorded review on the administrative record under applicable principles of administrative law, Defendant shall have the burden of demonstrating, based on the administrative record, that the position of the United States 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 dispute brought under Paragraph 47, Defendant shall bear the burden of demonstrating that its position complies with this Consent Decree and better furthers the objectives of the Consent Decree.

53. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Defendant 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 47. If Defendant does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VII (Stipulated Penalties).

X. INFORMATION COLLECTION AND RETENTION

54. The United States and its 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 in accordance with the terms of this Consent Decree;

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

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

e. assess Defendant's compliance with this Consent Decree.

55. Upon request, Defendant shall provide EPA or its authorized representatives splits of any samples taken by Defendant. Upon request, EPA shall provide Defendant splits of any samples taken by EPA.

56. Until five years after the termination of this Consent Decree, Defendant 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 contractor's or agent's possession or control, or that come into its or its contractor's or agent's possession or control, and that relate in any manner to Defendant's 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, Defendant shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

57. At the conclusion of the information-retention period provided in the preceding Paragraph, Defendant shall notify the United States at least 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, Defendant shall deliver any such documents, records, or other information to EPA. Defendant 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 Defendant asserts 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 Defendant. 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.

58. Defendant may also assert that information required to be provided under this Section is protected as Confidential Business Information ("CBI") under 40 C.F.R. Part 2. As to any information that Defendant seeks to protect as CBI, Defendant shall follow the procedures set forth in 40 C.F.R. Part 2.

59. 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 pursuant to applicable federal laws, regulations, or permits, nor does it limit or affect any duty or obligation of Defendant to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

XI. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

60. This Consent Decree resolves the civil claims of the United States for all violations alleged in the Complaint filed in this action through the date of lodging.

61. The United States reserves all legal and equitable remedies available to enforce the provisions of this Consent Decree, except as expressly stated in Paragraph 60. This Consent Decree shall not be construed to limit the rights of the United States to obtain penalties or injunctive relief under the Act or implementing regulations, or under other federal laws, regulations, or permit conditions, except as expressly specified in Paragraph 60. The United States further reserves 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,

Defendant's Facility, whether related to the violations addressed in this Consent Decree or otherwise.

62. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, civil penalties, other appropriate relief relating to the Facility, Defendant 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 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 Paragraph 60 of this Section.

63. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Except as provided in Paragraph 16 above, Defendant is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; and Defendant's 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 does not, by its consent to the entry of this Consent Decree, warrant or aver in any manner that Defendant's compliance with any aspect of this Consent Decree will result in compliance with provisions of the Act, 33 U.S.C. § 1301(a), or with any other provisions of federal, State, or local laws, regulations, or permits.

64. This Consent Decree does not limit or affect the rights of Defendant or of the United States 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 Defendant, except as otherwise provided by law.

65. 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.

66. Nothing in this Consent Decree shall constitute an admission of fact or law by any party, except as provided in Section I of this Consent Decree.

XII. COSTS

67. The Parties shall bear their own costs of this action, including attorney's fees, except that the United States shall be entitled to collect the costs (including attorney's fees) incurred in any action necessary to collect any portion of the civil penalty or any stipulated penalties due but not paid by Defendant.

XIII. NOTICES

68. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed as follows:

To the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Box 7611 Ben Franklin Station
Washington, D.C. 20044-7611
Re: DOJ No. 90-5-1-1-09868

To EPA:

Eva DeMaria
U.S. Environmental Protection Agency
Region 10
1200 Sixth Ave., Suite 900, MS OCE-133
Seattle, Washington 98101

To Defendant(s):

Plant Manager
P4 Production, L.L.C.
1853 Highway 34 North
Soda Springs, ID 83276

Assistant General Counsel – Environmental
Monsanto Company
800 North Lindbergh Blvd
St. Louis, MO 63167.

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

70. Notices submitted pursuant to this Section shall be deemed submitted upon mailing, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

XIV. EFFECTIVE DATE

71. 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.

XV. RETENTION OF JURISDICTION

72. 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 IX (Dispute Resolution) and XVI (Modification), or effectuating or enforcing compliance with the terms of this Decree.

XVI. MODIFICATION

73. The terms of this Consent Decree, including any attached appendices, may be modified only by a subsequent written agreement signed by all the Parties. Where the modification constitutes a material change to this Decree, it shall be effective only upon approval by the Court.

74. Any disputes concerning modification of this Decree shall be resolved pursuant to Section IX of this Decree (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 52, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

XVII. TERMINATION

75. The life of this Consent Decree shall be at least five (5) years. At the end of the five-year period, if Defendant has completed the requirements of Section V (Compliance Requirements) of this Decree, and has paid the civil penalty and any accrued stipulated penalties as required by this Consent Decree, Defendant may serve upon the United States a Request for Termination, stating that Defendant has satisfied those requirements, together with all necessary supporting documentation.

76. Following receipt by the United States of Defendant's Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties

may have as to whether Defendant has satisfactorily complied with the requirements for termination of this Consent Decree. If the United States agrees that the Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Decree.

77. If the United States does not agree that the Decree may be terminated, Defendant may invoke Dispute Resolution under Section IX of this Decree (Dispute Resolution). However, Defendant shall not seek Dispute Resolution of any dispute regarding termination, under Paragraph 47 of Section IX (Dispute Resolution), until 60 days after service of its Request for Termination.

XVIII. PUBLIC PARTICIPATION

78. This Consent Decree shall be lodged with the Court for a period of not less than 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. Defendant consents to entry of this Consent Decree without further notice and agrees 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 Defendant in writing that it no longer supports entry of the Decree.

XIX. SIGNATORIES/SERVICE

79. Each undersigned representative of Defendant 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.

80. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Defendant agrees 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.

XX. INTEGRATION

81. 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. 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.

XXI. FINAL JUDGMENT

82. 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 and Defendant.

APPENDICES

83. The following appendices are attached to and part of this Consent Decree: "Appendix A" is the Leachate Collection System and Surface Collection System. "Appendix B" contains the Surface Water Sampling Stations.

Dated and entered this __ day of _____, 2011.

_____
[_____]
UNITED STATES DISTRICT JUDGE
District of Idaho

FOR THE UNITED STATES OF AMERICA:

Date: 4/11/2011

IGNACIA S. MORENO
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington, DC 20530

Date: 4/13/11

DAVID L. DAIN
Senior Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611
(202) 514-3644

Date: 4/15/2011

DEBORAH FERGUSON
Assistant U.S. Attorney
District of Idaho
Washington Group Plaza IV
800 Park Boulevard, Suite 600
Boise, Idaho 83712
Telephone: (208) 334-1211
Fax: (208) 334-1414

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

Date: 4/18/11

CYNTHIA GILES, Assistant Administrator
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
1200 Pennsylvania Ave., N.W.
Washington, D.C. 20460

Date: 4/12/11

ADAM M. KUSHNER, Director
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
1200 Pennsylvania Ave., N.W.
Washington, D.C. 20460

Date: 4/7/11

for MARK POLLINS, Director
Water Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
1200 Pennsylvania Ave., N.W.
Washington, D.C. 20460

Date: 3/25/11

AMANDA J. HELWIG, Attorney
Water Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
1200 Pennsylvania Ave., N.W.
Washington, D.C. 20460

FOR DEFENDANT P4 PRODUCTION L.L.C.

Date: March 21, 2011

Sheldon D. Alver
Plant Manager
P4 Production L.L.C.
1853 Highway 34
Soda Springs, Idaho 83276

Attachment C
P4 Exceedance Report
and
Laboratory Analysis

P4 Production, LLC

Soda Springs Plant
1853 Highway 34
P.O. Box 816
Soda Springs, Idaho 83276-0816
Phone: (208) 547-4300
Fax: (208) 547-3312

July 17, 2014

CERTIFIED MAIL
RETURN RECEIPT – 7012 1010 0000 2553 9231

U.S. Environmental Protection Agency
Office of Water, Water Permits Division
Mail Code 4203M, ATTN: MSGP Reports
1200 Pennsylvania Avenue, NW
Washington, DC 20460

RE: Exceedence Report
MSGP Industrial Discharge Monitoring Report
NPDES - Multi-Sector General Permit
Permit Tracking No. IDR05C390

To Whom It May Concern:

P4 Production, L.L.C (P4) hereby submits an exceedence report for stormwater discharge at the South Rasmussen Mine, Multi-Sector General Permit (MSGP) No. IDR05C390. Discharge was observed at Outfall 10 – Clean Water Diversion (CWD) on June 10, 2014. Outfall 10 discharges to an unnamed tributary to the South Fork of Sheep Creek.

The CWD conveys clean water from the surface of the Horseshoe Overburden Area to the unnamed tributary to the South Fork of Sheep Creek. A small amount of flow (less than 1 gpm) was observed at the Clean Water Diversion (CWD) during the monitoring event. A sample was collected from the outlet and sent to Pace Laboratories (Pace) for analysis. P4 staff downloaded the analytical report on July 7, 2013 and noted high concentrations of constituents were present in the CWD sample. This is a significant departure from the samples taken during the last flow events in 2010 and 2011. Upon review of the results the following actions were initiated:

- Re-analysis of the sample - P4 staff contacted Pace and initiated re-analysis of the June HOA samples. Repeat analysis confirmed the initial analytical results. A summary table of all CWD sample results is provided in Attachment A.

- Visual inspection of the CWD system – P4 staff inspected the site after reviewing the analytical results. No unusual conditions were noted and no flow was observed at the CWD. No flow has been observed from the CWD since receipt of the analytical results and no water has been present in the CWD tank. P4 did obtain grab samples of dark chert material that had sloughed into the CWD trenches on the face of the HOA and samples of the sediment present in the CWD tank. Both samples showed low levels of total selenium (less than the 13 ppm soil target) and could not be a source of high results seen in the CWD sample.

- Video inspection of CWD piping – P4 has retained a contractor to perform a video survey of the CWD pipe system from the CWD tank to the CWD outlet at SR-E7. The contractor is scheduled to be on site July 17, 2014.

Presence of water in the CWD system was unexpected this late in the season. All snow had melted off the face of the HOA by mid-May and no significant storm events had occurred over the prior month. This information coupled with the analytical results from the trench material and tank sediment leads P4 to believe a portion of the CWD piping system may be damaged and is allowing water to migrate into the system. The video inspection should be able to confirm or disprove this theory.

If you have any questions regarding the enclosed documents, please contact Randy Vranes at 208-547-1442 or randy.k.vranes@monsanto.com.

Sincerely,

Randy K. Vranes
Business Unit Lead, Mineral Activities

Enclosure

Cc: D.Tanner – IDEQ, Pocatello
ECF: Stormwater – Mine
B.Wilkinson – Husch
R.White - Monsanto

Exceedence Report
South Rasmussen Mine
3268 Blackfoot River Road
Soda Springs, ID 83276
Caribou County, ID

Permit Tracking No.	Outfall Name	Receiving Water
IDR05C390	Outfall 10 - CWD	Unnamed tributary to South Fork of Sheep Creek

Monitoring Data for CWD (mg/L)																	
Date	6/10/2014 (Re-run)	6/10/2014	5/18/2011	4/20/2011	7/13/2010	6/16/2010	5/18/2010	5/11/2010	5/6/2010	4/28/2010	4/21/2010	4/13/2010	4/6/2010	3/30/2010	3/23/2010	3/16/2010	3/9/2010
Selenium - Dissolved	0.261	0.219	0.003U	0.003U	-	0.00822	-	-	-	0.0988	-	-	-	-	-	-	0.0144
Selenium - Total	0.221	0.21	0.003U	0.003U	0.00241	0.00833	0.0669	0.0895M%	0.079M%	0.101	0.05M%	0.00959	0.0222	0.0291M%	0.0153	0.0149	0.0148
Cadmium-Dissolved	0.0048	0.00067	0.0002U	0.00028	0.0006U	0.000344J	0.000873	0.00358	0.00136	0.00488	0.00357	0.00117	0.00142	0.00155	0.00121	0.00284	0.00363
Cadmium - Total	0.00079	0.0046	0.00078	0.00092	-	0.00272	-	-	-	0.0134	-	-	-	-	-	-	0.00512
Nickel - Dissolved	0.561	0.535	0.01U	0.016	0.0174	0.0291	0.165	0.281	0.238	0.275	0.121	0.0359	0.0339	0.121	0.0663	0.0329	0.0278
Nickel - Total	0.616	0.702	0.012	0.01U	-	0.0754	-	-	-	0.47	-	-	-	-	-	-	0.0715
Zinc - Dissolved	1.23	1.21	0.01U	0.0227	0.0321	0.0519	0.335	0.522	0.554	0.588	0.223	0.0806	0.782	0.643	0.102	0.0707	0.0815
Zinc - Total	1.5	1.68	0.0613	0.0779	-	1.01J	-	-	-	2.21	-	-	-	-	-	-	0.52
Chromium - Dissolved	-	-	-	-	-	0.002U	-	-	-	-	-	-	-	-	-	-	-
Chromium - Total	-	-	-	-	-	0.0108	-	-	-	-	-	-	-	-	-	-	-
Iron - Dissolved	-	-	-	-	-	0.0581J	-	-	-	0.0611J	-	-	-	-	-	-	0.1U
Iron - Total	-	-	-	-	-	3.34	-	-	-	8.69	-	-	-	-	-	-	2.37
Manganese - Dissolved	-	-	-	-	-	0.7B	-	-	-	0.48	-	-	-	-	-	-	0.266
Manganese - Total	-	-	-	-	-	0.697B	-	-	-	0.73	-	-	-	-	-	-	0.311
Conductivity	2260		-	-	443	412	950	1072	994	1432	855	809	909	994	1101	911	889
TDS	-	-	-	-	315	330	618	804	646	792	556	-	-	-	-	-	578
Calcium	-	-	4.47	7.61	59.3	51.5	115	147	115	131	120	105	128	138	158	137	134
Magnesium	-	-	0.883	1.6	16.5	14.6	-	51.7	45.1	43.2	34.8	30.2	37.1	43.2	46.4	37.8	37.3
Sodium	-	-	-	-	-	5.17	-	-	-	7.7	-	-	-	-	-	-	8.85
Potassium	-	-	-	-	-	1.42	-	-	-	1.94	-	-	-	-	-	-	4.9
Hardness	2010	1350	19	29.8	216	198	460	581	474	505	444	386	474	523	586	498	489
Alkalinity	-	-	-	-	-	-	-	-	-	60.5	-	-	-	-	-	-	71.7
Chloride	-	-	-	-	-	-	-	-	-	3.38	-	-	-	-	-	-	9.05
Sulfate	-	-	-	-	-	-	-	-	-	450	-	-	-	-	-	-	383

Notes
U - Constituent not detected at the reporting limit.
J - The associated value is an estimated quantity.
M% - Laboratory matrix spike recoveries exceed acceptable limits.

P_4 Production, LLC

Soda Springs Plant
1853 Highway 34
P.O. Box 816
Soda Springs, Idaho 83276-0816
Phone: (208) 547-4300
Fax: (208) 547-3312

July 17, 2014

CERTIFIED MAIL
RETURN RECEIPT – 7013 1710 0000 3213 0065

U.S. Environmental Protection Agency
Office of Water, Water Permits Division
Mail Code 4203M, ATTN: MSGP Reports
1200 Pennsylvania Avenue, NW
Washington, DC 20460

RE: MSGP Industrial Discharge Monitoring Report
NPDES - Multi-Sector General Permit
Permit Tracking No. IDR05C390

To Whom It May Concern:

P4 Production, L.L.C (P4) hereby submits the Multi-Sector General Permit (MSGP) Industrial Discharge Monitoring Report (MDMR) for the South Rasmussen and Enoch Valley Mines (NPDES MSGP No. IDR05C390). Enclosed is a copy of the completed MDMR and associated analytical data.

If you have any questions regarding the enclosed documents, please contact Randy Vranes at 208-547-1442 or randy.k.vranes@monsanto.com.

Sincerely,

Randy K. Vranes
Business Unit Lead, Mineral Activities

Enclosure

Cc: D.Tanner, IDEQ, Pocatello

Ec: B.Wilkinson – Husch
R.White, Monsanto
ECF: Stormwater – Mine
R.Roskelley – P4

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, DC 20460
MSGP INDUSTRIAL DISCHARGE MONITORING REPORT (MDMR)

Form Approved. OMB No. 2040-0004

E. Monitoring Information

Note: Make additional copies of this form as necessary.

1. Permit Tracking Number: IDR05C390

2. Nature of Discharge: ☐ Rainfall (Complete line items 2.a., 2.b., & 2.c.) ☑ Snowmelt

2.a. Duration of the rainfall event (hours): 2.b. Rainfall amount (inches): . 2.c. Time since previous measurable storm event (days):

3.a. Outfall Name	3.b. Monitoring Type (QBM, ELG, S/T, I, O)*	3.c. Parameter	3.d. Quality or Concentration	3.e. Units	3.f. Results Description	3.g. Collection Date	3.h. Exceedance due to natural background pollutant levels	3.i. No further pollutant reductions achievable?
Outfall 10 - CWD	I,O	Selenium - Dissolved	0.219	mg/L		6/10/2014	☐	☐
Outfall 10 - CWD	I, O	Selenium - Total	0.210	mg/L		6/10/2014	☐	☐
Outfall 10 - CWD	I,O	Cadmium, Dissolved	0.0067	mg/L		6/10/2014	☐	☐
Outfall 10 - CWD	I,O	Cadmium, Total	0.0046	mg/L		6/10/2014	☐	☐
Outfall 10 - CWD	I,O	Nickel, Dissolved	0.535	mg/L		6/10/2014	☐	☐
Outfall 10 - CWD	I,O	Nickel, Total	0.702	mg/L		6/10/2014	☐	☐
Outfall 10 - CWD	I,O	Zinc, Dissolved	1.21	mg/L		6/10/2014	☐	☐
Outfall 10 - CWD	I,O	Zinc, Total	1.68	mg/L		6/10/2014	☐	☐
							☐	☐
							☐	☐
							☐	☐
							☐	☐

* (QBM) - Quarterly benchmark monitoring; (ELG) - Annual effluent limitations guidelines monitoring; (S/T) - State- or Tribal-specific monitoring; (I) - Impaired waters monitoring; (O) -Other monitoring as required by EPA

4. Comment and/or Explanation of Any Violations (Reference all attachments here)

The conveyances and tank associated with the Clean Water Diversion system are empty. A small amount of water (~1 gpm) was emanating from the outfall on June 10th, but has not been observed since then. P4 believes the part of the piping system has been damaged and is allowing water into the system. P4 has conducted some additional sampling and investigations that are more fully described in the exceedence report submitted along with this DMR.

F. Certification

Typed or Printed Name/Title of Principal Executive Officer or Authorized Agent	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, 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.	Signature of Principal Executive Officer or Authorized Agent	Date
Randy K. Vranes			7/17/14

Email of Principal Executive Officer or Authorized Agent: Randy.k.Vranes@Monsanto.com

EPA

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, DC 20460
MSGP INDUSTRIAL DISCHARGE MONITORING REPORT (MDMR)

Form Approved.
OMB No. 2040-0004

Reason(s) for Submission (Check all that apply):

- ☐ Submitting monitoring data (Fill in all Sections).
- ☑ Reporting no discharge for all outfalls for this monitoring period (Fill in Sections A, B, C.1, D, and F).
- ☐ Reporting that your site status has changed to inactive and unstaffed (Fill in Sections A, B, F and include date of status change in comment field in Section E.4).
- ☐ Reporting that your site status has changed to active (Fill in all Sections and include date of status change in comment field in Section E.4).
- ☐ Reporting that no further pollutant reductions are achievable for all outffalls and for all pollutants via Part 6.2.1.2 of the MSGP (Fill in Sections A, B and F).

A. Permit Tracking Number: IDR05C390

Note: Read instructions before completing this Form.

B. Facility Information

1. Facility Name: ENOCH VALLEY/S.RASMUSSEN MINE

2. Facility Location:

a. Street: 3268 BLACKFOOT RIVER ROAD

b. City: SODA SPRINGS c. State: ID d. Zip Code: 83276-

3. Additional Facility Information (Optional):

Contact Name: RANDY VRANES Email: RANDY.K.VRANES@MONSANTO.C

Phone: 208-547-1442 Ext.

4. MDMR Preparer (Complete if MDMR was prepared by someone other than the person signing the certification in Section F)

Prepared by: RACHEL ROSKELLEY

Organization: P4 PRODUCTION LLC

Email: RACHEL.A.ROSKELLEY@MONSANTO.C

Phone: 208-547-1248 Ext.

C. Discharge Information

1. Identify monitoring period:

- ☐ Quarter 1 (April 1 – June 30)
- ☑ Quarter 2 (July 1 – September 30)
- ☐ Quarter 3 (October 1 – December 31)
- ☐ Quarter 4 (January 1 – March 31)

☐ Check here if proposing alternative monitoring periods due to irregular stormwater runoff. Identify alternative monitoring schedule and indicate for which alternative monitoring period you are reporting monitoring data:

- ☐ Quarter 1: From / To /
- ☐ Quarter 2: From / To /
- ☐ Quarter 3: From / To /
- ☐ Quarter 4: From / To /

2. Are you required to monitor for cadmium, copper, chromium, lead, nickel, silver, or zinc? ☑ Yes (Complete line item 2.a.) ☐ No (Skip to Section D)

2a. What is the hardness level of the receiving water? 1350 mg/L

D. Outfall Information

1. How many outfall(s) are identified in your SWPPP? 07 List name of outfall(s) required to be monitored in table below.

2. Do any of your outfalls discharge substantially identical effluents? ☐ YES ☑ NO

2.a. If yes, for each monitored outfall, indicate outfall names that are substantially identical in table below.

3.A. Monitored Outfall Name*	3.B. Substantially Identical Outfalls [List name(s) of outfall(s) substantially identical to outfall in 3.A. (if applicable)]	3.C. No Discharge?
Outfall 3 - Tipple 4		☑
Outfall 4 - West Pond		☑
Outfall 5 - South Pond Ext.		☑
Outfall 6 - West Limb Pond		☑
	See attachment for additional outfalls.	☑

*Reference attachment if additional space needed to complete the table.

Attachment D
P4 Response to Concerns
and
Quarterly Visual Inspection Form

P_4 Production, LLC

Soda Springs Plant
1853 Highway 34
P.O. Box 816
Soda Springs, Idaho 83276-0816
Phone: (208) 547-4300
Fax: (208) 547-3312

October 23, 2014

Mr. Patrick Stoll
Multi Media Inspector

RE: Preliminary Response to September 24, 2014 EPA Stormwater Inspection

Dear Mr. Stoll:

Enclosed is a preliminary response to the items discussed during the September 24, 2014 EPA Stormwater Inspection at the Enoch Valley/South Rasmussen Mines.

If you have any questions regarding this report, please contact me at 208.547.1442 or randy.k.vranes@monsanto.com or Molly Prickett at 208.547.1395 or molly.prickett@monsanto.com.

Sincerely,

Randy Vranes
Business Unit Lead, Mineral Operations

RKV/mp

Enclosue

1. Delegation of Authority

It was noted during the inspection that Mr. Stoll felt that the delegation of authority should extend further down from the Business Unit Lead Role and without it, he did not feel that the stormwater team members were authorized to conduct inspections, sign documentation, etc.

40 CFR 122.22(b) states that:

> (b) All reports required by permits, and other information requested by the Director shall be signed by a person described in paragraph (a) of this section, or by a duly authorized representative of that person. A person is a duly authorized representative only if:
> (1) The authorization is made in writing by a person described in paragraph (a) of this section;
> (2) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity such as the position of plant manager, operator of a well or a well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company, (A duly authorized representative may thus be either a named individual or any individual occupying a named position.) and,
> (3) The written authorization is submitted to the Director.

Because 40 CFR 122.22(b) discusses "all *reports* required by permits", P4 does not believe that this language extends to inspections which are filed internally (including monthly stormwater inspections). Therefore, delegation of authority meeting the requirements in 40 CFR 122.22(b) is not necessary for employees conducting and signing SWPPP stormwater inspections. Furthermore, not all members of the SWPP team would qualify as a duly authorized representative under 40 CFR 122.22(b)(2) (not responsible for the overall operation of the facility, an operator of a well or well field, superintendent, or having overall responsibility for environmental matters for the company).

2. Certifying Language – Inspection Forms

Mr. Stoll was concerned that the inspection forms did not include the certifying language specified in the MSGP and that Mr. Vice was not qualified to complete the inspection because the DOA did not provide for it.

During the inspection, Ms. Roskelley pointed out that Appendix B, Subsection 11.E states that "any person signing documents in accordance with Appendix B, Subsections 11.A or 11.B above must include the following certification…" Monthly stormwater

parts do not fit into the categories of documents specified in Subsections 11.A or 11.B. Additionally, 40 CFR 122.22(d) clearly demonstrates that certifying language is not required for the inspection forms.

3. Qualifying Event Inspections

It was noted during the inspection that it is unclear how the "qualifying event" inspections are triggered.

P4 uses this term to describe internally-triggered inspections which help to ensure that we are complying with Sections 4.2 and 6.1.3 of the 2008 Multi-Sector General Permit (MSGP). If there is over 0.5" of rain within 24 hours, a "qualifying event" inspection will be conducted.

P4 has a weather station at Enoch Valley which sends data electronically to a weather data software program. This data is monitored closely by the member of the SWPPP team who is responsible for monthly and "qualifying event" inspections. If over half an inch of precipitation has occurred within 24 hours, an email notification is sent to members of the SWPPP team indicating that additional actions (i.e. inspection) may be required.

This has been clarified in the Enoch Valley/South Rasmussen SWPPP. Please see an excerpt from the updated SWPPP in Attachment 1 (additions are in blue text).

4. SWPPP Team Training

Mr. Stoll noted that the SWPPP team receives the same level of training as the entire workforce. Mr. Stoll was concerned that the training received was not detailed enough that the SWPPP team members could be considered qualified and that training should specifically address each role's responsibility. He referred to the definition of qualified personnel in Appendix A.

The definition of "qualified personnel" in Appendix A of the 2008 MSGP is as follows:

> Qualified Personnel – Qualified Personnel are those who possess the knowledge and skills to assess conditions and activities that could impact stormwater quality at your facility, and who can also evaluate the effectiveness of control measures.

P4 believes that the stormwater inspections at the mine are conducted by (an) employee(s) who meets this definition. The annual training provided to all employees meets the training requirements listed in Section 2.1.2.9.

However, P4 believes position-specific training would be a best management practice and intends on developing position-specific training for the Pollution Prevention Team in the future.

5. Standard Operating Procedure – Quarterly Visual Inspection

Mr. Stoll noted that there was no Standard Operating Procedure for MSGP-required quarterly visual inspections.

P4 has developed a Standard Operating Procedure specifically for the required quarterly visual observations. Please find a copy of this SOP in Attachment 2.

Attachment 1 – Enoch Valley/South Rasmussen SWPPP updates

From Section 3.5, Monitoring Procedures

Qualifying Event Monitoring

In addition to regularly scheduled monitoring, monitoring must be completed for each qualifying event, except snowmelt monitoring, which results in an actual discharge from the site. For each event, the date and duration of the event, rainfall total (in inches), and time (in days) since the previous measurable storm event must be documented and a minimum of one grab sample must be collected. Samples must be collected within the first 30 minutes of the event. If it is not possible to collect the sample within the first 30 minutes of a measurable storm event, the sample must be collected as soon as practicable after the first 30 minutes and documentation must be kept with the SWPPP explaining why it was not possible to take samples within the first 30 minutes. See "Qualifying Event Inspections" below and the Quarterly Visual Assessment form in Appendix B.

From Section 3.6, Inspection Schedules and Procedures

Qualifying Event Inspections

Inspections of all outfalls are conducted in response to all qualifying storm events. Storm events separated by at least 72 hours are considered separate events. If during the qualifying event inspection a discharge is discovered, all applicable monitoring requirements will apply (see Section 3.5).
A "measureable" or "qualifying storm event" is internally defined as a storm which generates more than half an inch (0.5") of rain within a 24 hour period. The amount of precipitation is measured at the Enoch Valley weather station. Weather data is electronically transmitted to weather data software which can be remotely accessed. Email alerts are sent to the SWPPP team that additional actions may be required (i.e. inspections). Qualifying inspections are conducted to ensure that no permitted outfalls are discharging and that all monitoring obligations are met.

Quarterly Visual Assessments

Visual assessments of stormwater discharge are conducted quarterly in conformance with Section 4.2.1 of the 2008 MSGP and the Standard Operating Procedure found in Attachment B. During a discharge, the P4 Reclamation Specialist or other designated individual, collects a grab sample of the discharge from each outfall and assesses the sample(s) for water quality characteristics indicative of stormwater pollution (i.e. color, odor, clarity, solids, oil sheen, etc). Observations are recorded on the Visual Assessment Form (Attachment B). Samples must be collected within 30 minutes of an actual storm event causing discharge. If this is not possible, the sample must be collected as soon as practicable and the reason for the delay must be documented on the assessment form.

Four quarterly visual assessments must be conducted each year. Discharges are expected to occur only during the spring runoff season; therefore all four assessments must be conducted during this period. If no discharges occur during the spring or thereafter, quarterly visual assessment forms will be completed by noting the absence of a discharge.

Recognized deficiencies found during the visual inspection will be documented within 24 hours and corrected as soon as practicable, but no later than 14 days after the conclusion of the inspection. Results of each inspection and associated corrective action forms, if any, will be signed by the inspector and kept in the same file as this plan for a minimum of three years after the expiration or termination of coverage under the 2008 MSGP.

2008 MSGP Quarterly Visual Inspection

Site: __South Rasmussen Mine_____ **Outfall:** __Outfall 10 (from CWD)_____

Date/time: __8/15/2014 4:17pm_____ **Inspector:** ____Molly Prickett_____

Discharge date: __6/10/2014_____ **Sample location:** Clean Water Diversion (CWD)

Time discharge began: __unknown_____ **Sample time:** __2:00pm_____

Nature of discharge (runoff; snowmelt; allowed release): _possible damaged piping system_____

If sample not taken within first 30 minutes of discharge, list the reason why: __Unknown exactly when CWD started discharging. It was discovered in the summer of 2014 that the quarterly inspection was not completed. Sample volumes were delivered from the lab and a visual inspection was completed._____

Color	None
Odor	Organic; sulfuric
Clarity	Clear
Floating Solids	None
Settled Solids	None
Suspended Solids	None visible
Foam	No
Oil Sheen	No
Other indicators of pollution	No
Possible sources of pollution	Selenium-contaminated water

From 2008 MSGP, page 21-22

Signature: _____ Date: 8/15/15

Keep on file in SWPPP for at least 3 years