ATTACHMENT B

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION

UNITED STATES OF AMERICA and the STATE OF INDIANA,	)	
Plaintiffs,	)	
v.	)	Case No. -2:18 cv-00127
UNITED STATES STEEL CORPORATION,	)	
Defendant.	)	

REVISED CONSENT DECREE

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I. BACKGROUND

WHEREAS, the United States of America ("United States"), on behalf of the United States Environmental Protection Agency ("EPA"), the National Park Service ("NPS") of the United States Department of the Interior ("DOI") and the National Oceanic and Atmospheric Administration ("NOAA") of the United States Department of Commerce; and the State of Indiana ("State"), on behalf of the Indiana Department of Environmental Management ("IDEM") and the Indiana Department of Natural Resources ("IDNR") (collectively, "Plaintiffs"), filed a Complaint in this case concurrently with the lodging of this Consent Decree alleging that United States Steel Corporation ("U. S. Steel"), at its Midwest Plant Facility in Portage, Indiana ("Midwest Plant Facility" or "Facility"):

- violated the Clean Water Act ("CWA"), 33 U.S.C. § 1251 *et seq.*, as amended; Title 13 of the Indiana Code and Title 327 of the Indiana Administrative Code; terms and conditions of U. S. Steel's National Pollutant Discharge Elimination System ("NPDES") permits issued in 2011 and 2016, as amended; and the Emergency Planning and Community Right-to-Know Act of 1986 ("EPCRA"), 42 U.S.C. § 11001 *et seq.*;

- is liable under Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9607, for reimbursement of costs incurred by EPA in responding to the release and threat of release of hazardous substances by U. S. Steel as a result of the April 11, 2017 Spill, together with accrued interest;

- is liable under Section 107 of CERCLA, 42 U.S.C. § 9607; Sections 2 and 3 of the System Unit Resources Protection Act ("SURPA"), 54 U.S.C. §§ 100722-100723; and Indiana Code ("IND. CODE") 13-25-4-8(a)(3), for recovery of response costs and damages –

including damages for injury to, destruction of, or loss of natural resources belonging to, managed by, held in trust by, controlled by, or appertaining to the United States and the State -- resulting from the April 11, 2017 Spill, including the reasonable costs of assessing such injury, destruction, or loss.

WHEREAS, subject to the terms and conditions of its 2016 NPDES Permit, U. S. Steel discharges pollutants through three outfalls to Burns Waterway, a Water of the United States.

WHEREAS, the Complaint alleges that the violations referenced above occurred at the steel finishing facility known as the Midwest Plant Facility located at 6300 U.S. Route 12, in Portage, Indiana, that at all times relevant to this Complaint has been owned and operated by U. S. Steel.

WHEREAS, on April 11, 2017, U. S. Steel reported to IDEM an incident at its Midwest Plant Facility in which process wastewater containing, among other pollutants, hexavalent chromium and total chromium, was discharged from U. S. Steel Outfall 004 into Burns Waterway ("April 11, 2017 Spill").

WHEREAS, the April 11, 2017 Spill resulted in a discharge of excessive chromium levels from U. S. Steel Outfall 004 to Burns Waterway. EPA began emergency response procedures at that time. From April 11, 2017 to April 18, 2017, EPA, IDEM, NOAA and NPS oversaw U. S. Steel's in-stream monitoring of Burns Waterway, Lake Michigan, local Indiana beaches and the public drinking water intake of Indiana American Water, following the April 11, 2017 Spill. IDEM notified downstream users and EPA collected samples during this timeframe. A total of four beaches along the Indiana Dunes National ~~Lakeshore~~Park, as well as the Indiana American Water public drinking water intake, were closed due to the April 11, 2017 Spill.

WHEREAS, EPA conducted NPDES inspections of the Facility on April 12 and April 20, 2017. During the inspections and in its inspection report of May 4, 2017, EPA noted a number of areas of concerns, beginning in 2013, including permit effluent limit exceedances, narrative water quality standards and monitoring and reporting violations, Facility operations and maintenance ("O&M") issues, and Storm Water Pollution Prevention Plan deficiencies.

WHEREAS, IDEM conducted an inspection of the Facility on April 20, 2017. During that inspection and in its inspection report of June 2, 2017, IDEM noted NPDES permit violations including violations of discharge limitations, unsatisfactory O&M at the Facility and unsatisfactory spill notification.

WHEREAS, EPA conducted response activities at the Facility and affected areas in connection with the April 11, 2017 Spill, incurring Past Response Costs of $350,653.20.

WHEREAS, NPS conducted response activities and incurred SURPA Response Costs at the Facility and affected areas in connection with the April 11, 2017 Spill, in the amount of $12,564.00; and further seeks recovery of SURPA Damages for the cost of assessing damages to System Unit resources and for lost use/compensatory restoration for loss of recreational opportunities and/or use of the beaches along the Indiana Dunes National ~~Lakeshore~~Park that were closed as a result of the April 11, 2017 Spill, in the amount of $240,504.00.

WHEREAS, NOAA conducted assessment activities concerning the Facility and affected areas in connection with the April 11, 2017 Spill, to assess Natural Resource Damages under CERCLA, incurring $27,512.36 in NRD Assessment Costs.

WHEREAS, the Parties recognize, and the Court by entering this Decree finds, that the Parties negotiated this Consent Decree in good faith, that the Consent Decree will avoid

prolonged and complex litigation among the parties, and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law, and with the consent of the Parties,

IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

II. OBJECTIVES

1. The objective of this Consent Decree is to cause U. S. Steel to take those steps that are necessary to bring the U. S. Steel's Midwest Plant Facility into compliance with: (a) the CWA, 33 U.S.C. § 1251 *et seq.*, and the regulations promulgated thereunder; (b) Title 13 of the Indiana Code and Title 327 of the Indiana Administrative Code; (c) U. S. Steel's 2016 NPDES Permit, as defined below, and any successor NPDES permits; and (d) Section 304(c) of EPCRA. The Consent Decree also provides for the payment of a civil penalty, and the reimbursement of EPA's Past Response Costs and the Trustees' NRD Assessment Costs and SURPA Response Costs and Damages, as defined below, incurred as a result of the April 11, 2017 Spill.

III. JURISDICTION AND VENUE

2. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1345, 1355, and 1367; 33 U.S.C. §§ 1319(b); 42 U.S.C. § 11045(b)(3); 42 U.S.C. §§ 9607 and 9613(b); 54 U.S.C. § 100723(a); and over the Parties. Venue lies in this District pursuant to 28 U.S.C. §§ 1331, 1345, 1391(b) and (c) and 1395(a); 33 U.S.C. §§ 1319(b); 42 U.S.C. § 11045(b)(3); and 42 U.S.C. §§ 9607 and 9613(b), because the violations alleged in the Complaint are alleged to have occurred in this judicial district and the release and injuries alleged in the Complaint occurred within this district.

3. U. S. Steel consents to this Court's jurisdiction over this Consent Decree and any action to enforce this Consent Decree, and to venue in this judicial district. For purposes of this

Consent Decree, U. S. Steel agrees that the Complaint states claims upon which relief may be granted pursuant to Section 309 of the CWA, 33 U.S.C. § 1319; Title 13 of the Indiana Code and Title 327 of the Indiana Administrative Code; Section 325(b)(3) of EPCRA, 42 U.S.C. § 11045(b)(3); 28 U.S.C, §§ 1331 and 1345; 42 U.S.C. §§ 9607 and 9613(b); and 54 U.S.C. § 100722(a).

IV. APPLICABILITY

4. The obligations of this Consent Decree apply to and are binding upon the United States and the State of Indiana, and U. S. Steel, and their officers, employees, agents, successors, assigns, and other entities or persons otherwise bound by law. Any change in ownership, corporate status, or other legal status of U. S. Steel shall in no way alter U. S. Steel's responsibilities under this Consent Decree.

5. U. S. Steel shall condition any transfer, in whole or in part, of ownership of, operation of, or other interest (exclusive of any non-controlling, non-operational shareholder interest) in the Midwest Plant Facility upon the execution by the transferee of a modification to this Consent Decree, which makes the terms and conditions of the Consent Decree that apply to the Facility applicable to the transferee. In the event of such transfer, U. S. Steel shall notify the United States and the State of Indiana by no later than thirty (30) days prior to such transfer. By no later than thirty (30) Days after such notice, U. S. Steel may file a motion to modify this Consent Decree with the Court to make the terms and conditions of the Consent Decree applicable to the transferee, in the event of a whole (as opposed to partial) transfer. U. S. Steel shall be released from the obligations and liabilities of this Consent Decree with respect to the transferred Facility unless the United States and the State of Indiana oppose the motion and the Court finds the transferee does not have the financial and technical ability to assume the obligations and liabilities under the Consent Decree.

6. U. S. Steel shall provide a copy of this Consent Decree to all officers, employees, and agents whose duties include compliance with any provision of this Consent Decree, as well as to any contractor(s) retained to perform Work required under this Consent Decree. U. S. Steel shall condition any contract upon performance of the Work in conformity with the terms of this Consent Decree.

7. In any action to enforce this Consent Decree, U.S. Steel 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 Decree.

V. DEFINITIONS

8. Unless otherwise defined in this Section, terms used in this Consent Decree shall have the meaning(s) assigned to them in the: (a) CWA, 33 U.S.C. § 1251 *et. seq.*, and the regulations promulgated pursuant to the CWA at 40 C.F.R. Part 122; (b) Title 13 of the Indiana Code, and Title 327 of the Indiana Administrative Code ("IND. CODE"); (c) U. S. Steel's 2016 NPDES Permit, U. S. Steel's 2011 NPDES Permit, and any successor NPDES permit; (d) CERCLA, 42 U.S.C. § 9601 *et seq.*; (e) Section 304(c) of EPCRA; (f) SURPA, 54 U.S.C. §§ 10070 *et. seq.;* and in regulations promulgated pursuant to the CWA, CERCLA, EPCRA, and SURPA. The following definitions shall apply to the terms used in this Consent Decree:

a. "2011 NPDES Permit" means NPDES Permit No. IN0000337 that was issued to U. S. Steel by IDEM on January 31, 2011, pursuant to Section 402(b) of the CWA, 33 U.S.C. § 1342(b), and IND. CODE §§ 13-13-5-1(1) and 13-14-1-9, and became effective on March 1, 2011, and any modifications, revisions, or amendments of such permit.

b. "2016 NPDES Permit" or "Permit" or "NPDES Permit" means NPDES Permit No. IN0000337 that was issued to U. S. Steel by IDEM on March 30, 2016, pursuant to Section 402(b) of the CWA, 33 U.S.C. § 1342(b), and IND. CODE §§ 13-13-5-1(1) and 13-14-

1-9, and became effective on April 1, 2016, and any modifications, revisions, or amendments of such permit.

c. "Appendix" or "Appendices" mean a document(s) listed in Section ~~XXVI~~XXVII (Appendices) of this Consent Decree.

d. "April 11, 2017 Spill" means the incident U. S. Steel reported to IDEM on April 11, 2017, in which process wastewater containing, among other pollutants, hexavalent chromium and total chromium, from its Midwest Plant Facility Outfall 004, spilled into Burns Waterway.

e. "Assessment Costs" means the reasonable direct and indirect costs, as defined in 43 C.F.R. § 11.15(a)(3), incurred by the Trustees in assessing the Natural Resources that the Trustees in their Complaint allege were injured, destroyed, or lost at or in connection with releases at or from the Midwest Plant Facility as a result of the April 11, 2017 Spill, and in identifying, planning and monitoring the restoration activities to compensate for such alleged injuries and loss. Such costs include reasonable administrative costs and other costs or expenses recoverable under 43 C.F.R. § 11.15(a)(3).

f. "CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675.

g. "Complaint" means the Complaint filed by the United States and the State of Indiana in this action.

h. "Consent Decree" or "Decree" means this Consent Decree, any modification, and any attachments, or appendices, which are incorporated into the Consent Decree.

i. "Date of Lodging" means the date on which this Consent Decree is filed for lodging with the Clerk of the Court for the Northern District of Indiana.

j. "Day" means 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.

k. "Daily" means over a calendar day or any twenty-four (24) hour period that reasonably represents the calendar day for the purposes of sampling.

l. "Discharge" means any "discharge of a pollutant" as defined in 40 C.F.R. § 122.2 and 327 Ind. Admin. Code 5-1.5-11.

m. "DOI" means the United States Department of the Interior and any successor departments, agencies or instrumentalities of the United States.

n. "Effective Date" means the date of entry of this Consent Decree by the Court, after satisfaction of the public notice and comment procedures set forth in Section XXIII (Public Participation) of this Consent Decree and 28 C.F.R. § 50.7: (1) as recorded on the Court docket or; (2) if the Court instead issues an order approving this Consent Decree, the date such order is recorded on the Court docket.

o. "EPA" means the United States Environmental Protection Agency.

p. "EPA Hazardous Substance Superfund" means the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

q. "IDEM" means the Indiana Department of Environmental Management and any successor.

r. "IDNR" means the Indiana Department of Natural Resources.

~~s. "Lakeshore" means Indiana Dunes National Lakeshore, a unit of the National Park System.~~

~~t.~~s. "Midwest Plant Facility" or "Facility" means U. S. Steel Corporation's finishing facility located at 6300 U.S. Route 12, in Portage, Porter County, Indiana.

~~u~~t. "National Contingency Plan" or "NCP" means the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

u. "Natural Resources" means land, wildlife, biota, air, surface water, ground water drinking water supplies, and other such resources, belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States and/or the State.

~~w.~~v. "Natural Resource Damages" or "NRD" means compensation for injury to, destruction of, or loss of, Natural Resources resulting from or relating to releases of hazardous substances, as set forth in Section 107(a)(4)(C) of CERCLA, 42 U.S.C. § 9607(a)(4)(C); and IC 13-25-4-8(a)(3), at or from the Midwest Plant Facility as a result of the April 11, 2017 Spill. NRD includes any damages recoverable by the United States or the State on behalf of the public, for injury to, destruction of, loss of, loss of use of, or impairment of Natural Resources as a result of the April 11, 2017 Spill, including, but not limited to: (i) "Assessment Costs;" (ii) the costs of restoration, rehabilitation, or replacement of injured or lost natural resources or of acquisition of equivalent resources; (iii) the costs of planning such restoration activities; (iv) compensation for injury, destruction, loss, loss of use, or impairment of natural resources; and (v) each of the categories of recoverable damages described in 43 C.F.R. § 11.15.

~~x.~~w. "NOAA" means the National Oceanic and Atmospheric Administration and its successor departments, agencies, or instrumentalities.

~~y.~~x. "NPDES" means the National Pollutant Discharge Elimination System permit program described in Section 402 of the CWA, 33 U.S.C. § 1342, and other provisions of the CWA.

~~z.~~y. "Outfall" means any point source that serves as a discharge point from the U. S. Steel's Midwest Plant Facility.

~~aa.~~z. "NPS" means the United States National Park Service, Department of the Interior, and its successor departments, agencies, or instrumentalities.

~~bb.~~aa. "Paragraph" means a portion of this Consent Decree identified by an Arabic numeral.

bb. "Park" means the Indiana Dunes National Park, a unit of the National Park System.

cc. "Past Response Costs" means all EPA response costs through September 14, 2017, including, but not limited to, direct and indirect costs not inconsistent with the NCP that the EPA paid in connection with the April 11, 2017 Spill.

dd. "Parties" means the United States of America and the State of Indiana, and U. S. Steel.

ee. "Plaintiffs" means the United States of America and the State of Indiana.

ff. "Section" means a portion of this Consent Decree identified by a Roman numeral.

gg. "State" shall mean the State of Indiana, acting on behalf of Indiana Department of Environmental Management and the Indiana Department of Natural Resources.

hh. "Subparagraph" means a portion of this Consent Decree identified by a lower-case letter or lower-case Roman numeral.

ii. "SURPA" means the System Unit Resources Protection Act, 54 U.S.C. §§ 100721 *et seq*.

jj. "SURPA Damages" shall have the meaning provided in 54 U.S.C. § 100721(1), including compensation for the cost of replacing, restoring, or acquiring the equivalent of a ~~Lakeshore~~Park resource; the value of any significant loss of use of a ~~Lakeshore~~Park resource pending its restoration or replacement or the acquisition of an equivalent resource; or the value of the ~~Lakeshore~~Park resource if the ~~Lakeshore~~Park resource cannot be replaced or restored; as well as the cost of a damage assessment under 54 U.S.C. § 100723(b) for the costs incurred and to be incurred by the United States in assessing and monitoring the damages to the ~~Lakeshore~~Park resources actually or potentially injured, destroyed, or lost as a result of the April 11, 2017 Spill, and the costs to be incurred by the NPS in monitoring the replacement of the ~~Lakeshore~~Park resources injured, destroyed, or lost as a result of the April 11, 2017 Spill.

kk. "SURPA Response Costs" shall have the meaning provided in 54 U.S.C. § 100721(2), including the costs of actions taken by the Secretary to prevent or minimize destruction or loss of or injury to a ~~Lakeshore~~Park resource; abate or minimize the imminent risk of the destruction, loss, or injury; or monitor ongoing effects of the April 11, 2017 Spill.

ll. "Trustee" shall have the meaning provided in Section 107(f)(2) of CERCLA, 42 U.S.C. § 9607(f)(2). The Trustees for this matter are NOAA, NPS, IDEM and IDNR.

mm. "United States" means the United States of America, acting on behalf of EPA, NOAA and NPS.

nn. "U. S. Steel" means United States Steel Corporation.

oo. "Wastewater Treatment Process Equipment" shall mean all assets used at the Facility to store, treat or discharge wastewater, including systems of conveyance and control.

pp. "Wastewater Treatment Works" means the Facility's North Final Treatment Plant and the Chrome Treatment Plant.

qq. "Work" means all activities U. S. Steel is required to perform under this Consent Decree.

VI. COMPLIANCE REQUIREMENTS

9. Actions Taken by U. S. Steel Prior to Lodging of Consent Decree.

a. CWA Wastewater Treatment Works Pipe and Trench Repairs at the Facility.

i. On April 11, 2017, U. S. Steel performed repairs to a concrete containment trench, which failed to contain process wastewater and contributed to the April 11, 2017 Spill.

ii. On June 30, 2017, U. S. Steel completed replacement of all expansion joints in the Chrome Treatment Plant influent pipe system.

iii. On December 15, 2017, U. S. Steel completed replacement of the Chrome Treatment Plant influent pipe system. The material of construction was changed from CPVC to stainless steel. The new stainless steel pipe system was installed with welded connections, which eliminated the need for expansion joints.

iv. On December 22, 2017, U. S. Steel performed repairs to the concrete containment trench by pouring additional concrete to the base of the containment trench to

modify its grade. By no later than June 15, 2018, U. S. Steel shall complete concrete containment trench repairs by applying protective epoxy coating. The epoxy coating shall be compatible with the wastewater and will be applied to the concrete in the containment trench so as to make it impermeable.

v. On January 15, 2018, U. S. Steel permanently replaced the single-wall chemtreat heat exchanger in service at the Tin Free Steel Line at the Facility with a double-wall heat exchanger in order to reduce the potential for the release of chromium to non-contact cooling water.

b. EPCRA Written Report. On February 2, 2018, U. S. Steel submitted a written report concerning the April 11, 2017 Spill to the appropriate State Emergency Response Commission and the Local Emergency Planning Committee pursuant to Section 304(c) of EPCRA, 42 U.S.C. § 11004(c).

c. On April 17, 2017, U. S. Steel submitted to IDEM a 5-day noncompliance notification letter describing the violations for Hexavalent Chromium and its response thereto.

d. Spill Notification Procedures. On January 15, 2018, U. S. ~~Steel began implementing *Midwest Spill*~~Steel began implementing *Midwest Spill Evaluation and External Reporting Requirements*, which was attached as Appendix B to the original proposed Consent Decree lodged with the Court on April 2, 2018. By no later than October 1, 2019, U. S. Steel shall comply with the revised *Midwest Facility Spill/Release* *Evaluation and External Reporting Requirements*, attached hereto as Appendix B.

10.

Facility Wastewater Operation and Maintenance Plan.

a. By no later than April 15, 2018, U. S. Steel shall develop a comprehensive Wastewater Operation & Maintenance Plan ("O&M Plan") for the Facility and submit to EPA

and IDEM for review and approval in accordance with Section ~~VII~~VIII (Review and Approval of Submittals). The O&M Plan shall ensure that U. S. Steel shall at all times properly operate and maintain all wastewater treatment process equipment used to treat wastewater at the Facility, and provide personnel to carry out the operation, maintenance, repair, and testing functions required to achieve and maintain compliance with the conditions of the Permit. In addition, the O&M Plan shall include:

i. a list of Permit requirements;

ii. a description of, and operation information for, all wastewater treatment process equipment;

iii. job descriptions or operating duties of assigned personnel;

iv. laboratory requirements;

v. record keeping requirements;

vi. references to all pertinent operation and maintenance forms, as-built plans, standard operating procedures, and manufacturer's manuals; and

vii. a plan for proper routine visual inspection, cleaning, and maintenance of outfall channels.

b. U. S. Steel shall implement the O&M Plan upon approval by EPA and IDEM in accordance with Section ~~VII~~VIII (Review and Approval of Submittals).

c. Preventive Maintenance Program Plan. U. S. Steel shall develop a Preventive Maintenance Program Plan designed to help prevent breakdowns, reduce wear, improve efficiency and extend the life of its wastewater infrastructure. By no later than April 15, 2018, U. S. Steel shall submit the Preventive Maintenance Program Plan to EPA and IDEM for review and approval in accordance with Section ~~VII~~VIII (Review and Approval of

Submittals). The Preventive Maintenance Program Plan shall be submitted as part of the Wastewater O&M Plan. At a minimum, the Preventive Maintenance Program shall consist of procedures and/or methodologies for:

i. periodic inspection, including schedules, for asset vulnerability assessment, lubrication, adjustment and/or other servicing of machinery, equipment and structures; and

ii. recording of repairs, alterations and replacements to its wastewater treatment infrastructure.

d. U. S. Steel shall implement the Preventive Maintenance Program Plan upon approval by EPA and IDEM in accordance with Section ~~VII~~VIII (Review and Approval of Submittals).

e. At least once every 12 months, U. S. Steel shall review the components of the O&M Plan to determine if modifications are necessary to insure proper operation and maintenance of the wastewater treatment process equipment used to treat wastewater at the Facility. The results of the review shall be documented in a report that shall be retained within the O&M Plan. U. S. Steel shall submit this report along with the first semi-annual report due after completion of the annual O&M Plan review, pursuant to Paragraph ~~18~~27, below.

f. U. S. Steel shall, at the time of renewal of its Permit and as part of its application for renewal, submit to IDEM the most current O&M Plan that includes the requirements of Paragraph 10(a)-(e) above. The renewal application shall include a request that the renewed Permit contain the requirements to develop, implement, and review the O&M Plan pursuant to Paragraph 10(a)-(e) above.

Wastewater Process Monitoring System.

a. By no later than March 30, 2018, U. S. Steel shall complete an evaluation of the existing wastewater process monitoring at its Midwest Plant Facility. The evaluation shall include an investigation of monitoring technologies and equipment for early detection of conditions that may lead to spills such as the April 11, 2017 Spill, and conditions that may lead to unauthorized discharges or discharges in exceedance of Permit limits, at the wastewater treatment works.

b. By no later than three (3) months after completing the evaluation specified in subparagraph a. above, U. S. Steel shall submit to EPA and IDEM for review and approval, in accordance with Section ~~VII~~VIII (Review and Approval of Submittals), a design for wastewater process monitoring for early detection of conditions that may lead to spills such as the April 11, 2017 Spill, and conditions that may lead to unauthorized discharges or discharges in exceedance of Permit limits, at the wastewater treatment works.

c. Within five (5) months after EPA and IDEM approve the U. S. Steel submittal under subparagraph b. above, U. S. Steel shall complete the installation of the approved monitoring technologies and equipment and begin operating the approved wastewater process monitoring at the wastewater treatment works in accordance with the approved design described in subparagraph b. above.

d. Within five (5) months after EPA and IDEM approve the U.S. Steel submittal under subparagraph b. above, U. S. Steel shall incorporate visual inspection and maintenance of the approved wastewater process monitoring equipment, in accordance with the approved design described in subparagraph b. above, into its O&M Plan.

e. U. S. Steel shall maintain the results of the approved wastewater process monitoring in accordance with its NPDES Permit and shall make such records available to EPA and IDEM upon request.

Hexavalent /Total Chromium Monitoring.

12. a. By no later than January 31, 2018, U. S. Steel shall sample Daily for total and hexavalent chromium at Outfalls 104 and 204. Hexavalent chromium shall be measured and reported as dissolved metal and total chromium shall be measured and reported as total recoverable metal. The hexavalent chromium sample type shall be grab method and the total chromium shall be by 24-hour composite. Sample analysis for hexavalent chromium shall be performed according to EPA Method 218.6 rev 3.3 (40 C.F.R. § 136.3, Table IB), and the analytical and sampling methods used shall comply with all other requirements specified in the Method and 40 C.F.R. § 136. The analytical and sampling methods used for total chromium shall comply with 40 C.F.R. § 136. U. S. Steel shall include the results of the Hexavalent/Total Chromium Monitoring in its Discharge Monitoring Reports ("DMRs") and Monthly Monitoring Reports ("MMRs") submitted pursuant to the Permit. Due to the nature of the process, there may be instances in which minimal flow occurs over a 24-hour period. During those events, when there is insufficient sample volume (or no sample at all), U. S. Steel shall document NODI code *F – Insufficient flow for sampling* on the DMR and MMR forms for that particular outfall and day. In the event that there is no flow during a 24-hour period, NODI code *C – No discharge* shall be used. Both codes will be deemed acceptable sampling events representative of the volume and nature of the discharge, and count towards the Daily sampling frequency.

b. U. S. Steel shall, at the time of renewal of its Permit, submit an application to IDEM for renewal that includes the requirements of Paragraph 12(a). U. S. Steel may request a change in monitoring frequency in the application, along with any supporting data.

VII. STATE-ONLY ENVIRONMENTALLY BENEFICIAL PROJECT

In accordance with this Section, U. S. Steel shall perform a State-Only Environmentally Beneficial Project ("State-Only EBP") designed to monitor and report on water quality at seven locations along Lake Michigan's Indiana shoreline.

13.

Sampling Locations. U. S. Steel shall perform water quality sampling at the shoreline at the following seven locations, which are identified on the maps attached to this Consent Decree as Appendix C.

14.

a. Burns Ditch

b. Burns Ditch / Lake Michigan Mixing Zone

c. Kemil Beach

d. Indiana Dunes Beach – Western Area

e. Michigan City

f. Vicinity of American Water Intake – Gary

g. Vicinity of American Water Intake – Ogden

15.

Sampling Frequency. Beginning no later than 90 days after the Effective Date, U. S. Steel shall perform water quality sampling at each of the seven sampling locations on a monthly basis from October 1 through April 30. From May 1 through September 30, U. S. Steel shall perform water quality sampling on a weekly basis for locations 2.e through 2.g and twice weekly for locations 2.a through 2.d. U. S. Steel shall perform the water quality sampling for a period of three years ("Sampling Period").

Other Sampling Requirements and Sampling Parameters.

a. U. S. Steel shall use a certified third party to perform all water quality sampling and reporting.

16. b. U. S. Steel shall measure the following parameters during each sampling event:

i. Hexavalent Chromium

ii. Total Chromium

iii. Cyanobacteria

iv. E. Coli

v. pH

vi. TSS

vii. Temperature

viii. Transparency

c. U. S. Steel shall measure temperature, pH, and transparency in situ. Water samples shall be collected and sent to a certified third-party laboratory for analysis for the remaining parameters. For hexavalent chromium, U. S. Steel shall use an analytical method with a detection level of 1 µg/l or less and for total chromium, an analytical method with a

17. detection level of 2 µg/l or less.

Public Reporting.

a. U. S. Steel shall submit to IDEM weekly reports from May 1 through September 30 and monthly reports from October 30 through April 30. Weekly reports shall be submitted no later than Wednesday and shall cover the sampling performed the previous week. Monthly reports shall be submitted on the 5th business day of each month and shall cover the

sampling performed the previous month. Concurrently with each submission to IDEM, U. S. Steel shall make the reports publicly available at the following website: www.midwest.uss.com. Each report shall include the dates and times of sampling events and the results of the measurements for all parameters listed above. In addition, U. S. Steel shall submit an annual project report to IDEM by March 31 of each year and make the annual report publicly available at the website above. Submittal of the above-mentioned reports shall not constitute an admission of liability or an admission that the sampling results reported are connected in any way to the actions or discharges by U. S. Steel.

b. U. S. Steel shall input all measurements for E. coli concentrations into the Beach Guard notification system at the following website: https://www.in.gov/idem/lakemichigan/pages/beachguard/.

c. All data submitted shall fulfill the data quality assessment Level 3 criteria as outlined in the Technical Guidance for the Office of Water Quality External Data Framework (IDEM 2015) available from https://www.in.gov/idem/cleanwater/2485.htm. All data and the data quality documentation needed to support IDEM's review shall be submitted to the External Data Framework ("EDF") through IDEM's Secondary Data Portal which facilitates data submissions from external sources. For the purposes of this State-Only EBP, U. S. Steel shall submit data to the EDF at least annually but may submit data more frequently.

d. In addition to the reports above, U. S. Steel will provide the raw laboratory data for chromium, hexavalent chromium, and E. coli to IDEM and EPA within eight hours of obtaining testing results from the laboratory.

18. Certification. With regard to the State-Only EBP, U. S. Steel certifies as follows:

a. That, as of the date of executing this Decree, U. S. Steel is not required to perform or develop the State-Only EBP by any federal, state, or local law or regulation and is not required to perform or develop the State-Only EBP by agreement, grant, or as injunctive relief awarded in any other action in any forum.

b. That the State-Only EBP is not a project that U. S. Steel was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this Decree.

c. That U. S. Steel has not received and will not receive credit for the State-Only EBP in any other enforcement action.

d. That U. S. Steel will not receive reimbursement for any portion of the State-Only EBP from another person or entity.

19. Completion Report. U. S. Steel shall submit a final State-Only EBP Completion Report to IDEM (with an information-only copy to EPA) no later than thirty Days from the date of the EBP's completion. The State-Only EBP Completion Report must be certified by an appropriate corporate official and shall contain, at a minimum:

a. A detailed description of the project as completed, including the dates, times, locations, sampling results, and all associated data for all required sampling events during the Sampling Period;

b. A summary of all expenditures associated with the State-Only EBP;

c. Evidence of the State-Only EBP completion (which may include, but is not limited to, photos, vendor invoices or receipts, etc.); and

d. A certification stating:

> I certify that the project has been fully implemented pursuant to the provisions of the consent decree entered in *United States et al. v. United States Steel Corporation*,

No. 2:18-127 (N.D. Ind.), that I am familiar with the information in this document and that, based on my inquiry of those individuals responsible for obtaining the information, it is true and complete to the best of my knowledge. I know that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

Following receipt of the State-Only EBP Completion Report described in the preceding Paragraph, within 90 days, IDEM will notify U. S. Steel in writing that:

20. a. U. S. Steel has satisfactorily completed the State-Only EBP and the State-Only EBP Completion Report; or

b. U. S. Steel has not satisfactorily completed the State-Only EBP and/or the State-Only EBP Completion Report, and IDEM may seek stipulated penalties under Paragraph 48.

21. Any public statement, oral or written in print, film, or other media, made by U. S. Steel making reference to the State-Only EBP under this Decree from the date of its execution shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action, *United States et al. v. U. S. Steel Corp.*, taken on behalf of U. S. EPA and the Indiana Department of Environmental Management to enforce federal and state laws."

~~13.~~22.

~~vii.~~VIII. REVIEW AND APPROVAL OF SUBMITTALS

Initial Submissions. Whenever a document is required to be submitted for review or approval pursuant to this Consent Decree, U. S. Steel shall submit that document to the United States and to the State of Indiana. EPA and IDEM shall, in writing: (a) approve, in whole or in part, the submission; (b) approve, in whole or in part, the submission upon specified conditions; (c) disapprove, in whole or in part, the submission, requiring U. S. Steel to correct the deficiencies; or (d) any combination of the foregoing.

Resubmissions. Upon receipt of a notice of approval in part; approval, in whole or in part, upon specified conditions; disapproval in whole or in part; or any combination of the foregoing, U. S. Steel shall, within thirty (30) Days or such longer time as specified by EPA and IDEM in such notice, either correct the deficiencies and resubmit the document for approval, or submit the matter for dispute resolution, including the period of informal negotiations, under Section XVXVI (Dispute Resolution) of this Consent Decree. After review of the resubmitted plan, report, or other deliverable, EPA and IDEM, shall: (a) approve, in whole or in part, the resubmission; (b) approve the resubmission upon specified conditions; (c) disapprove, in whole or in part, the resubmission, requiring U. S. Steel to correct the deficiencies; or (d) any combination of the foregoing. Upon receipt of a notice of approval in whole or in part, approval upon specified conditions, disapproval in whole or in part, or any combination of the foregoing, of the resubmission under this Paragraph, U. S. Steel shall, within thirty (30) Days or such longer time as specified by EPA and IDEM in such notice, either correct the deficiencies and resubmit the document for approval, or submit the matter for dispute resolution, including the period of informal negotiations, under Section XVXVI (Dispute Resolution) of this Consent Decree.

If upon resubmission, a document is disapproved by EPA and IDEM due to a material defect, U. S. Steel shall be deemed to have failed to submit such plan, design, or deliverable timely and adequately, unless U. S. Steel invokes the dispute resolution procedures in accordance with Section XVXVI (Dispute Resolution), and EPA and IDEM's action is revoked or substantially modified pursuant to a Dispute Resolution decision under Section XVXVI (Dispute Resolution) or superseded by an agreement reached pursuant to that Section. The provisions of Section XVXVI (Dispute Resolution) and Section XIIIXIV (Stipulated Penalties) shall govern the accrual and payment of any stipulated penalties during Dispute Resolution. If

EPA and IDEM's disapproval is not otherwise revoked, substantially modified or superseded as a result of a decision or agreement reached pursuant to the Dispute Resolution process set forth in Section ~~XV~~XVI, stipulated penalties shall accrue for such violation from the date on which the initial submission was originally required, as provided in Section ~~XIII~~XIV (Stipulated Penalties).

Implementation. Unless otherwise stated in Section VI, within thirty (30) days of approval by EPA and IDEM under Paragraph ~~13~~22 (Initial Submissions), or Paragraph ~~14~~23 (~~Resubmissions~~), of any document, or any portion thereof: (a) such document or portion thereof, shall be incorporated into and enforceable under this Consent Decree; and (b) U. S. Steel shall take any action required by such document or portion thereof in accordance with the schedules and requirements specified therein.

~~16.~~25.

~~17.~~26. EPA and IDEM do not, by their agreement to the entry of this Consent Decree or by their failure to object to any submittal for review and approval under this Consent Decree, warrant or aver in any manner that any of U. S. Steel's actions specified to be undertaken in such submittals will result in compliance with the provisions of the Permit, CWA, Title 13 of the Indiana Code, or any rules contained in Title 327 of the Indiana Administrative Code, or their implementing regulations. Notwithstanding EPA and IDEM's review of any plans, reports, corrective actions, or procedures under this Section (Review and Approval of Submittals), U. S. Steel remains solely responsible for compliance with the Permit, CWA, Title 13 of the Indiana Code, or any rules contained in Title 327 of the Indiana Administrative Code, and their implementing regulations. Nothing in this Paragraph shall be construed as a waiver of EPA's or IDEM's rights under the CWA, Title 13 of the Indiana Code, or their regulations for future violations.

~~viii.~~IX. REPORTING REQUIREMENTS

U. S. Steel shall submit a semi-annual progress report no later than March 15 and September 15 of each year, with the first semi-annual report due on the first March 15 or September 15 that occurs more than ninety (90) Days after the Effective Date. Each semi-annual ~~18.~~27. report shall contain the following information with respect to, respectively, the half-year between July 1 and December 31, or the half-year between January 1 and June 30, commencing on the date of Entry of the Consent Decree:

a. Identification of Work performed and progress made toward implementing the requirements of Section VI (Compliance Requirements), including a narrative description of activities undertaken, the status of any construction or compliance measures, and the completion of any milestones;

b. Any significant problems encountered or anticipated in complying with the requirements of Section VI (Compliance Requirements), including implemented or proposed solutions;

c. Identification and description of all non-compliance with any of the requirements under Section VI (Compliance Requirements), including description of the likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such noncompliance;

d. A statement of any exceedances of its NPDES Permit limitations;

e. A summary of any spills and unpermitted Discharges occurring within the reporting period, and reported pursuant to the requirements included in Appendix B of this Decree, including the actual or estimated frequency, duration, and volume of each spill, unpermitted Discharge or permit limit exceedance; and

f. The results of any O&M Plan review, conducted pursuant to Paragraph 10, completed within the reporting period.

In addition to the other reports required by this Decree, if U. S. Steel violates any requirement of this Decree or its NPDES Permit, in addition to complying with the notification requirements in its NPDES Permit, U. S. Steel shall notify the EPA and IDEM of such violation

~~19.~~28.

and its likely duration in writing within ten (10) working days of the day U. S. Steel first becomes aware of the violation, with an explanation of the violation's likely cause and of the remedial steps taken, and/or to be taken, to prevent or minimize such violation. If the cause of a violation cannot be fully explained at the time the report is due, U. S. Steel shall include a statement to that effect in the report. U. S. Steel shall immediately investigate to determine the cause of the violation and shall submit an amendment to the report described in this Paragraph, including a full explanation of the cause of the violation, within thirty (30) Days of the day U. S. Steel became aware of the cause of the violation. Nothing in this Paragraph or the following Paragraph relieves U. S. Steel of its obligation to provide the notice required by Section ~~XIV~~XV (Force Majeure).

~~20.~~29.

Whenever any violation of this Consent Decree or of any applicable permit or any other event affecting U. S. Steel’s performance under this Decree, any of which may pose an immediate threat to the public health or welfare or the environment, U. S. Steel shall notify EPA, IDEM, and any other appropriate response entity, orally or electronically as soon as possible, but no later than 24 hours after U. S. Steel first knew of the violation or event. This procedure is in addition to the requirements set forth in the preceding Paragraph and any other state or federal reporting requirement that may be applicable.

Submissions of Reports Required by NPDES Permits. In addition to meeting the requirements of its NPDES Permit regarding submission of reports, U. S. Steel shall submit to EPA reports that are generated pursuant to the requirements of the NPDES Permit, or pursuant to the ~~21.~~30. corresponding provision(s) of any successor NPDES permit, including any notices or reports submitted pursuant to Section II.B.2 and II.C.3 of the NPDES Permit. All reports shall be submitted to EPA in the format required by IDEM, at the same time they are submitted to IDEM, and shall contain any available sample analyses and other information in accordance with the requirements of the NPDES Permit or any successor NPDES permit. Any reports that U. S. Steel submits to IDEM via an electronic portal (e.g., NetDMR) shall in addition be submitted by U. S. Steel to EPA in a text-searchable portable document format (PDF) contained on a portable electronic media (e.g., a compact disc, a digital video disc, a jump drive, or other appropriate device), or other electronic method agreed-to by the parties.

~~22.~~31. All reports required under this Consent Decree shall be submitted to the persons and in the manner designated in Section ~~XIX~~XX (Notices).

~~23.~~32. Each report submitted by U. S. Steel under this Section shall be signed by a responsible corporate officer or duly authorized representative of the submitting party 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.

The reporting requirements of this Consent Decree do not relieve U. S. Steel of any reporting obligations required by the CWA or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

~~24.~~33. Any information provided pursuant to this Section and any other Section of the Consent Decree may be used by the United States and the State of Indiana in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law. All information and documents submitted by U. S. Steel to the United States or Indiana shall be subject to public inspection unless identified and supported as confidential business information (CBI). As to any information that U. S. Steel seeks to protect as CBI pursuant to 40 C.F.R. Part 2, U. S. Steel shall follow the procedures set forth in 40 C.F.R. Part 2 and IC 5-14-3-4 and 327 IAC 12.1. Under no circumstances may effluent data be identified, claimed to be, or considered CBI.

~~ix.~~X. PAYMENT OF NOAA COSTS

~~26.~~35. Within thirty (30) Days of the Effective Date, U. S. Steel shall pay the sum of $27,512.36 for NRD Assessment Costs incurred by NOAA in connection with the April 11, 2017 Spill. If any portion of the payment due to the United States is not paid when due, U. S. Steel shall pay interest on the amount past due, accruing from Effective Date through the date of payment, at the rate specified in 28 U.S.C. § 1961. Interest on unpaid NOAA NRD Assessment Costs shall begin to accrue from the date such are due and continue to accrue to the date full payment is received. Where partial payment is made on any NOAA NRD Assessment Cost

~~27.~~36. amount that is due, such partial payment shall be first applied to any interest on unpaid NOAA NRD Assessment Costs then owing.

U. S. Steel shall make the payment by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice in accordance with instructions provided by the

Financial Litigation Unit of the U.S. Attorney's Office for the Northern District of Indiana following the Effective Date. Upon payment, U. S. Steel shall send a copy of the EFT transaction record together with a transmittal letter, which shall state that the payment constitutes the amount due under Paragraph ~~26~~35 of the Consent Decree in *United States and State of Indiana v. U. S. Steel Corporation* and shall reference DOJ Case Number 90-5-2-1-06476/2, to the following persons:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

and

NOAA/U.S. Department of Commerce
Attn: Grant Blumberg
Natural Resources Section
NOAA Office of General Counsel
~~1315 East-West Highway~~
~~SSMC3, Room 15104~~
~~Silver Spring, MD 20910-3282~~
263 13th Avenue South, Suite 176
St. Petersburg, FL 33701

~~28.~~37.

~~x.~~XI. PAYMENT OF SURPA RESPONSE COSTS AND DAMAGES

Within thirty (30) Days of the Effective Date, U. S. Steel shall pay the sum of $253,068.00, for SURPA Response Costs ($12,564.00) and SURPA Damages ($240,504.00) incurred by the NPS in connection with the April 11, 2017 Spill. If any portion of the payment due to the United States is not paid when due, U. S. Steel shall pay interest on the amount past due, accruing from Effective Date through the date of payment, at the rate specified in 28 U.S.C. § 1961. Interest on unpaid SURPA Response Costs and Damages shall begin to accrue from the date such are due and continue to accrue to the date full payment is received. Where partial

payment is made on any SURPA Response Costs and Damages amount that is due, such partial payment shall be first applied to any interest on unpaid SURPA Response Costs and Damages then owing.

U. S. Steel shall make the payment by EFT to the U.S. Department of Justice in accordance with instructions provided by the Financial Litigation Unit of the U.S. Attorney's Office for the Northern District of Indiana following the Effective Date. Upon payment, U. S. Steel shall send a copy of the EFT transaction record together with a transmittal letter, which shall state that the payment constitutes the amount due under Paragraph 2837 of the Consent Decree in *United States and State of Indiana v. U. S. Steel Corporation* and shall reference DOJ Case Number 90-5-2-1-06476/2, to the following persons:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

Karen Battle Sanborn
Damage Assessment Case Officer
WASO/EQD/Resource Protection Branch
National Park Service1201 Oak Ridge Drive
Fort Collins, CO 80525

XII. PAYMENT OF EPA RESPONSE COSTS

Within thirty (30) Days of the Effective Date, U. S. Steel shall pay the sum of $350,653.20, for Past Response Costs incurred by EPA in connection with the April 11, 2017 Spill. If any portion of the payment due to the United States is not paid when due, U. S. Steel shall pay interest on the amount past due, accruing from Effective Date through the date of payment, at the rate specified in 28 U.S.C. § 1961. Interest on unpaid Past Response Costs shall begin to accrue from the date such are due and continue to accrue to the date full payment is

received. Where partial payment is made on any Past Response Cost amount that is due, such partial payment shall be first applied to any interest on unpaid Past Response Costs then owing.

U. S. Steel shall make the payment by EFT to the U.S. Department of Justice in accordance with instructions provided by the Financial Litigation Unit of the U.S. Attorney's Office for the Northern District of Indiana following the Effective Date. Upon payment, U. S. Steel shall send a copy of the EFT transaction record together with a transmittal letter, which shall state that the payment constitutes the amount due under Paragraph 3039 of the Consent Decree in *United States and State of Indiana v. U. S. Steel Corporation* and shall reference the EPA Hazardous Substance Superfund, EPA Site ID Number C5GE, DOJ Case Number 90-5-2-1-06476/2, to the following persons:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

and

By mail to:

Director, Superfund and Emergency Management Division
United States Environmental Protection Agency, Region 5
77 West Jackson (SE-6J)
Chicago, IL 60604

and

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

and via email to:

EPA Cincinnati Finance Office at:
acctsreceivable.cinwd@epa.gov

~~xii.~~XIII. CIVIL PENALTY

Payment to the United States. Within thirty (30) Days after the Effective Date, U. S. Steel shall pay the sum of $300,621.00 as a civil penalty to the United States by EFT to the U.S. Department of Justice in accordance with written instructions to be provided to U. S. Steel ~~32.~~41. following entry of the Consent Decree, by the Financial Litigation Unit of the U.S. Attorney's Office for the Northern District of Indiana. At the time of the payment, U. S. Steel 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 to the United States pursuant to the Decree in *United States and the State of Indiana et al. v. United States Steel Corporation*, and reference the above-captioned civil action number and DOJ case number 90-5-2-1-06476/2 to the United States in the manner set forth in Section ~~XIX~~XX (Notices), by email to acctsreceivable.CINWD@epa.gov, and by mail to:

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

~~33.~~42. Payment to the State of Indiana. Within thirty (30) Days after the Effective Date, U. S. Steel shall pay a civil penalty of $300,621.00 to the State of Indiana. Payment shall be wired through an EFT to Indiana. To receive wire instructions, U. S. Steel shall call or email the following point of contact:

Kathleen Hurst
Accounts Receivable Manager
Indiana Department of Environmental Management
Phone: 317-233-2394
Email: khurst1@idem.in.gov

U. S. Steel shall also notify the same point of contact within two (2) business days after the transfer occurs to confirm receipt.

Interest. If any portion of the civil penalty due to the United States is not paid when due, U. S. Steel shall pay interest on the amount past due, accruing from Effective Date through the date of payment, at the rate specified in 28 U.S.C. § 1961. If any portion of the civil penalty due to the State of Indiana is not paid when due, U. S. Steel shall pay interest on the amount past due, accruing from the Effective Date through the date of payment, at the rate specified in 28 U.S.C. § 1961. Interest on unpaid penalties shall begin to accrue from the date such are due and continue to accrue to the date full payment is received. Where partial payment is made on any penalty amount that is due, such partial payment shall be first applied to any interest on unpaid penalties then owing.

U. S. Steel shall not deduct any penalties paid under this Consent Decree pursuant to this Section or Section XIIIXIV (Stipulated Penalties), nor any amounts paid under Sections IX, X, XI, and XIXII, in calculating its federal or state or local income tax.

xiii.XIV. STIPULATED PENALTIES

U. S. Steel shall be liable for stipulated penalties to the United States and to the State of Indiana for violations of this Consent Decree as specified below, unless excused under Section XIVXV (Force Majeure). 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.

Late Payment of Civil Penalty. If U. S. Steel fails to pay any part of the civil penalty required to be paid under this Decree when due, a stipulated penalty of $5,000 per Day not fully paid shall accrue against U. S. Steel.

Compliance Requirements. Subject to Sections ~~VII~~VIII (Review and Approval of Submittals) and ~~XV~~XVI (Dispute Resolution), stipulated penalties shall accrue pursuant to Table 1 - *Compliance Requirements - Stipulated Penalties*, below:

~~38.~~47. **Paragraph ~~38~~47. Table 1 - *Compliance Requirements - Stipulated Penalties***	
Violation	**Stipulated Penalties**
Failure to submit, by the specified deadlines, any required deliverables, including, designs, notices, plans, permit renewal applications, and reports as set forth in Section VI.	Period of Noncompliance — Penalty Per Violation Per Day Between 1 and 15 days — $500 Between 16 and 30 days — $1,000 Over 30 days — $2,000
Failure to comply with requirements in Section VI, or the provisions of any associated plan, design, or program plan as approved by EPA and IDEM under Section VI.	Period of Noncompliance — Penalty Per Violation Per Day Between 1 and 15 days — $1,500 Between 16 and 30 days — $3,000 Over 30 days — $5,000
Noncompliance with U. S. Steel's 2016 NPDES Permit, or any corresponding provision(s) under any successor NPDES permit.	$1,000 for each violation of daily maximum concentration or mass limit; $3,000 for each violation of monthly average concentration or mass limit.
	Any other violation of the NPDES Permit: Period of Noncompliance — Penalty Per Violation Per Day Between 1 and 15 days — $500 Between 16 and 30 days — $750 Over 30 days — $1,500
Noncompliance with any other requirement of the Decree that is not specified in the above stipulated penalties and ~~Paragraph~~Paragraphs ~~37~~46~~.~~ and 48.	Period of Noncompliance — Penalty Per Violation Per Day All days — $250

Stipulated Penalties for State-Only Environmentally Beneficial Project. If U. S. Steel fails to satisfactorily complete all sampling and reporting required by the State-Only EBP in accordance with the requirements of Paragraphs 13-21 within 42 months after the Effective Date, U. S. Steel shall pay a stipulated penalty to the State equal to 125% of the difference between $600,000 and any eligible project dollar amounts expended to implement the project in accordance with Paragraphs 13-21, unless the failure to complete the project is caused by a force

majeure event as determined in accordance with Section XV (Force Majeure), in which case U. S. Steel shall have the option to either: (1) pay a stipulated penalty equal to 100% of the difference between $600,000 and any eligible project dollar amounts expended to implement the project; or (2) extend the Sampling Period to complete all sampling and reporting required by the State-Only EBP.

Demand for Stipulated Penalties. A written demand by the United States and/or the State to U. S. Steel for the payment of stipulated penalties will identify the particular

~~39.~~49. violation(s) to which the stipulated penalty relates; the stipulated penalty amount (as can be best estimated) that the United States and/or the State is demanding for each violation; the calculation method underlying the demand; and the grounds upon which the demand is based. The Plaintiff making a demand for payment of a stipulated penalty shall simultaneously send a copy of the demand to the other applicable Plaintiff.

~~40.~~50. Stipulated Penalties Payment Due Date. Stipulated penalties shall be paid no later than thirty (30) Days after receipt of a written demand by the United States and/or the State, unless the demand is subject to Section ~~XV~~XVI (Dispute Resolution).

~~41.~~51. Manner of Payment of Stipulated Penalties. Stipulated penalties owing to the United States and/or the State will be paid in the manner set forth in Section ~~XII~~XIII (Civil Penalty).

~~42.~~52. U. S. Steel shall pay fifty percent of the total stipulated penalty amount due to the United States and fifty percent to the State of Indiana.

Waiver of Payment. The United States and/or the State may, in its unreviewable discretion, waive payment of any portion or all of the stipulated penalties that may be due to it under this Consent Decree. Where only one Plaintiff demands stipulated penalties for a violation, and the other Plaintiff does not join in the demand within ten (10) Days of receiving

the demand, or timely join(s) the demand but subsequently elect(s) to waive or reduce stipulated penalties for that violation, U. S. Steel shall pay the full stipulated penalties due for the violation to the Plaintiff making the demand.

Disputes over Stipulated Penalties. By no later than thirty (30) Days after receipt of a written demand for stipulated penalties, U. S. Steel may dispute liability for any or all stipulated penalties demanded by invoking the dispute resolution procedures of Section XVXVI of this Decree (Dispute Resolution). In the event of a dispute over stipulated penalties, stipulated penalties shall continue to accrue as provided in Paragraph 3847 during any Dispute Resolution, but need not be paid until the following:

a. If the dispute is resolved by agreement or a decision of EPA (or the State, if applicable) that is not appealed to the Court, U. S. Steel shall pay accrued penalties determined to be owing, together with interest, to the United States (or the State, if applicable) within thirty (30) Days of the effective date of the agreement or the receipt of EPA's (or the State's, if applicable) decision or order.

b. If the dispute is appealed to the Court and the United States (or the State, if applicable) prevails in whole or in part, U. S. Steel shall pay all accrued penalties determined by the Court to be owing, together with interest, within sixty (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, U. S. Steel shall pay all accrued penalties determined to be owing, together with interest, within fifteen (15) Days of receiving the final appellate court decision.

No amount of the stipulated penalties paid by U. S. Steel shall be used to reduce its federal or state tax obligations.

Interest. If U. S. Steel fails to pay stipulated penalties required by this Consent Decree, U. S. Steel shall be liable for interest on such penalties at the rates specified in Paragraph ~~34~~43, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States (or the State, if applicable) from seeking any remedy otherwise provided by law for U. S. Steel's failure to pay any stipulated penalties.

Reservation of Rights. Subject to the provisions of Section ~~XVII~~XVIII (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 or the State (including, but not limited to, statutory penalties, additional injunctive relief, mitigation or offset measures, and contempt) for U. S. Steel's violation of this Consent Decree or applicable law. Where a violation of this Consent Decree is also a violation of the CWA, U. S. Steel shall be allowed a credit for any stipulated penalties paid, against any statutory penalties imposed for such violation.

~~xiv.~~XV. FORCE MAJEURE

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

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, U. S. Steel shall provide written notice to EPA and IDEM, within seven (7) Days of when U. S. Steel first ~~48-58~~ knew that the event might cause a delay. The notice shall include 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; U. S. Steel's rationale for attributing such delay to a force majeure event; and a statement as to whether, in the opinion of U. S. Steel, such event may cause or contribute to an endangerment to public health, welfare, or the environment. U. S. Steel shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event. Failure to comply with the above requirements shall preclude U. S. Steel 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 failures. U. S. Steel shall be deemed to know of any circumstance of which U. S. Steel, any entity controlled by U. S. Steel, or U. S. Steel's contractors knew or reasonably should have ~~49-59~~ known.

If EPA, after reasonable opportunity for review and comment by the State~~,~~ (or the State alone, if applicable), agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by EPA, after a reasonable opportunity for review and comment by the State~~,~~ (or the State alone, if applicable), 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 (or the State, if applicable) will notify U. S. Steel in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

If EPA, after a reasonable opportunity for review and comment by the State~~,~~ (or the State alone, if applicable), does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA (or the State, if applicable) will notify U. S. Steel in writing of its decision.

If U. S. Steel elects to invoke the dispute resolution procedures set forth in Section ~~XV~~XVI (Dispute Resolution), it shall do so no later than fifteen (15) Days after receipt of EPA's (or the State's, if applicable) notice. In any such proceeding, U. S. Steel 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 U. S. Steel complied with the requirements of Paragraphs ~~47 and 48 above.~~57 and 58 above. If U. S. Steel carries this burden, the delay at issue shall be deemed not to be a violation by U. S. Steel of the affected obligation of this Consent Decree identified to EPA~~,~~ (or the State, if applicable), and the Court.

Permits. Where any compliance obligation under this Section requires U. S. Steel to obtain a federal, state, or local permit or approval, U. S. Steel shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. U. S. Steel may seek relief under the provisions of this Section (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 U. S. Steel submitted timely and

complete applications and has taken all other actions necessary to obtain all such permits or approvals.

xv.XVI. DISPUTE RESOLUTION

Informal Dispute Resolution. 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. 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 U. S. Steel sends the United States (or the State, if applicable) a written Notice of Dispute. U.If Notice of Dispute is sent to the United States, U. S. Steel shall provide a copy of the Notice of Dispute to IDEM. (and vice versa). The period of informal negotiations shall not exceed twenty (20) Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the United States, after consulting with IDEM, (or IDEM alone, if applicable), shall provide U. S. Steel with a written summary of its position regarding the dispute. The position advanced by the United States (or the State, if applicable) shall be considered binding unless, within thirty (30) Days after the conclusion of the informal negotiation period, U. S. Steel invokes formal dispute resolution procedures as set forth below.

Formal Dispute Resolution. U. S. Steel shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States (or the State, if applicable) a written Statement of Position regarding the matter in dispute. U. S.If U. S. Steel provides a written Statement of Position to the United States, U. S. Steel shall provide a copy of the Statement of Position to IDEM. (and vice versa). The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting U. S. Steel's position and any supporting documentation relied upon by U. S. Steel.

The United States, after consulting with IDEM~~,~~ (or IDEM alone, if applicable), shall serve its Statement of Position within forty-five (45) Days of receipt of U. S. Steel's Statement of Position. The Statement of Position shall include, but need not be limited to, any ~~55.65.~~ factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States~~.~~ (or the State, if applicable). The United States' (or the State's, if applicable) Statement of Position shall be binding on U. S. Steel, unless U. S. Steel files a motion for judicial review of the dispute in accordance with the following Paragraph.

U. S. Steel may seek judicial review of the dispute by filing with the Court and serving on the United States~~,~~ (or the State, if applicable), in accordance with Section ~~XIX~~XX ~~56.66.~~ (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within thirty (30) Days of receipt of the Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of U. S. Steel'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. ~~57.67.~~

The United States, after consulting with IDEM~~,~~ (or IDEM alone, if applicable), shall respond to U. S. Steel's motion within the time period allowed by the Local Rules of this ~~58.68.~~ Court. U. S. Steel may file a reply memorandum, to the extent permitted by the Local Rules.

~~59.69.~~ Standard of Review. In any dispute brought under this Section (Dispute Resolution), U. S. Steel shall bear the burden of proof pursuant to applicable principles of law.

The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of U. S. Steel 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 ~~43~~53. If U. S. Steel does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section ~~XIII~~XIV (Stipulated Penalties).

~~xvi.~~XVII. INFORMATION COLLECTION AND RETENTION

The United States and the State and their representatives, including attorneys, contractors, and consultants, shall have the right of entry into the Facility, at all reasonable times, ~~60.~~70. 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 U. S. Steel or its representatives, contractors, or consultants;

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

~~61.~~71. e. Assess U. S. Steel's compliance with this Consent Decree.

In conducting such information collection, the United States and the State, and their representatives, including attorneys, contractors, and consultants, shall comply with all of ~~62.~~72. U. S. Steel's safety requirements for all personnel entering U. S. Steel's facility.

Until five years after the termination of this Consent Decree, U. S. Steel shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to U. S. Steel'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 or the State, U. S. Steel shall provide copies of any documents, records, or other information required to be maintained under this Paragraph. U. S. Steel 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 U. S. Steel asserts such a privilege, it shall provide the following: (a) the title of the document, record, or information; (b) the date of the document, record, or information; (c) the name and title of each author of the document, record, or information; (d) the name and title of each addressee and recipient; (e) a description of the subject of the document, record, or information; and (f) the privilege asserted by U. S. Steel.

~~63.~~73. At the conclusion of the information-retention period provided in the preceding Paragraph, U. S. Steel shall notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States or the State, U. S. Steel shall deliver any such documents, records, or other information to EPA or the State. U. S. Steel 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 U. S. Steel asserts such a privilege, it shall provide the following: (a) the title of the document, record, or information; (b) the date of the document, record, or information; (c) the name and title of each author of the document, record, or information; (d) the name and title of each addressee and recipient; (e) a description of the subject of the document, record, or information; and (f) the privilege asserted by U. S. Steel.

This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States or the State, pursuant to IC 13-18-3-9 or any other applicable federal or state laws, regulations, or permits, nor does it limit or affect any ~~duty~~ or obligation of U. S. Steel to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

~~xvii.~~XVIII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

Covenant Not to Sue by United States and the State. Except as specifically provided in this Section, and in consideration of the Work to be performed and the payment of Past Response Costs, NRD Assessment Costs, and SURPA Response Costs and Damages by U. S. Steel under this Consent Decree, the United States and the State covenant not to sue or to take administrative action pursuant to Section 107 of CERCLA; 42 U.S.C. § 9607; Section 3 of SURPA, 54 U.S.C. § 100723; and IC 13-25-4-8(a)(3), against U. S. Steel for 1) Past Response Costs as a result of the April 11, 2017 Spill; 2) Natural Resource Damages resulting from or relating to releases of hazardous substances at or from the Midwest Plant Facility as a result of the April 11, 2017 Spill; and 3) SURPA Response Costs and Damages as a result of the April 11, 2017 Spill. This covenant not to sue is not effective until, and is conditioned upon, complete and satisfactory performance by U. S. Steel of its obligations under this Consent Decree. This covenant not to sue extends only to U. S. Steel and does not extend to any other person.

Covenant Not to Sue by U. S. Steel. U. S. Steel covenants not to sue and agrees not to assert any claims or causes of action against the United States and the State or their employees, representatives or contractors with respect to the April 11, 2017 Spill, including Natural Resource Damages, and this Consent Decree, including, but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund in connection with the April 11, 2017 Spill through CERCLA Sections

106(b)(2), 107, 111, 112, or 113, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims under CERCLA Section 107 or 113, RCRA Section 7002(a), 42 U.S.C. § 6972(a), or state law regarding this Consent Decree, or any claims arising out of response actions at or in connection with the April 11, 2017 Spill, including any claim under the United States Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; and

c. any claims relating to Natural Resource Damages and SURPA Response Costs and Damages, including but not limited to claims for reimbursement of any payment for NRD Assessment Costs or SURPA Response Costs and Damages, pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613; or IC 13-25-4-8(a)(3).

~~67.~~77. This Consent Decree resolves the civil claims of the United States and the State of Indiana for the CWA, EPCRA and applicable State law violations alleged in the Complaint filed in this action through the Date of Lodging.

~~68.~~78. The United States and State of Indiana reserve all legal and equitable remedies available to enforce the provisions of this Consent Decree, except as expressly stated in Paragraph ~~67~~77. This Consent Decree shall not be construed to limit the rights of the United States and the State to obtain penalties or injunctive relief under the CWA, EPCRA and applicable State law, their implementing regulations, or regulations authorized by the CWA, EPCRA and applicable State law, or under other federal or state laws, regulations, or permit conditions except as specifically stated in Paragraph ~~67~~77. The United States and the State further reserve all legal and equitable remedies to address any imminent and substantial

endangerment to the public health or the environment arising at, or posed by, the Midwest Plant Facility, whether or not related to the violations addressed in this Consent Decree or otherwise.

In any subsequent administrative or judicial proceeding initiated by the United States, or the State of Indiana for injunctive relief, civil penalties, or other appropriate relief relating to the Midwest Plant Facility, U. S. Steel shall not assert, and may not maintain, any

~~69.~~79. defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or Indiana in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been resolved pursuant to Paragraph ~~67~~77. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. U. S. Steel is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; and U. S. Steel'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 and the State of Indiana do not, by their consent to the entry of this Consent Decree, warrant or aver in any manner that U. S. Steel's compliance with any aspect of this Consent Decree will result in compliance with the provisions of the CWA, EPCRA and applicable State law, or with any other provisions of federal, State, or local laws, regulations,

~~70.~~80. or permits.

This Decree does not limit or affect the rights of the United States and the State of Indiana 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 U. S. Steel, except as otherwise provided by law.

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

~~xviii.~~XIX. COSTS

~~71.~~81. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States and the State of Indiana shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of the civil penalty or any stipulated penalties due but not paid by U. S. Steel.

~~xix.~~XX. NOTICES

~~72.~~82. Unless otherwise specified in this Decree, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed to:

The United States

U.S. Department of Justice by email:

Eescdcopy.enrd@usdoj.gov
Re: DJ # 90-5-2-1-06476/1

U.S. Department of Justice by mail:

EES Case Management Unit
Environment and Natural Resources Division
U.S. Department of Justice
Box 7611
Washington, D.C., 20044-7611
Re: DJ # 90-5-2-1-06476/1

U.S. EPA:

U.S. EPA by email:

R5weca@epa.gov
Re: U. S. Steel Midwest Plant

U.S. EPA by mail:

Chief, Water Enforcement and Compliance Assurance Branch
(WC-15J)
U.S. Environmental Protection Agency, Region 5
77 West Jackson Blvd.
Chicago, IL 60604

and

Office of Regional Counsel (C-14J)
U.S. Environmental Protection Agency
77 West Jackson Blvd.
Chicago, IL 60604

NOAA:

NOAA by email:

grant.blumberg@noaa.gov

NOAA by mail:

NOAA/U.S. Department of Commerce
Attn: Grant Blumberg
Natural Resources Section
NOAA Office of General Counsel
~~1315 East-West Highway~~
~~SSMC3, Room 15104~~
~~Silver Spring, MD 20910-3282~~
263 13th Avenue South, Suite 176
St. Petersburg, FL 33701

NPS:

Karen Battle Sanborn
Damage Assessment Case Officer
WASO/EQD/Resource Protection Branch
National Park Service1201 Oak Ridge Drive
Fort Collins, CO 80525

State of Indiana:

Chief, Environmental Section
Office of the Attorney General
Indiana Government Center South
, 5th Floor
402 West Washington Street
Indianapolis, IN 46204

and

Chief, Compliance Branch
Indiana Department of Environmental Management
Office of Water Quality, Mail Code 65-40
100 North Senate Avenue
Indianapolis, IN 46204-2251

and

General Counsel
Office of Legal Counsel
Mail Code 60-01
100 North Senate Street
Indianapolis, IN 46204-2251

U. S. Steel:

General Manager, Environmental Affairs
United States Steel Corporation
Penn Liberty Plaza I
1350 Penn Avenue, Suite 200
Pittsburgh, PA 15222-4211

Assistant General Counsel, Environmental
United States Steel Corporation
600 Grant Street - Suite 1500
Pittsburgh, PA 15219

General Manager
U. S. Steel – Midwest Plant
6300 U.S. Route 12
Portage, IN 46368

Director, Plant Environmental
U. S. Steel – Midwest Plant

One North Broadway
Gary, IN 46402

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

~~74.~~84. 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 ~~75.~~85. writing.

~~xx.~~XXI. RETENTION OF JURISDICTION

The Court shall retain jurisdiction over this case until termination of this Consent ~~76.~~86. Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections ~~XV~~XVI (Dispute Resolution) and ~~XXI~~XXII (Modification), or effectuating or enforcing compliance with the terms of this Decree.

~~xxi.~~XXII. MODIFICATION

~~77.~~87. The terms of this Consent Decree, including any attached appendices, may be modified only by a subsequent written agreement signed by all of the Parties. Where a modification by the Parties constitutes a material change to this Decree, it shall be effective only ~~78.~~88. upon approval by the Court.

Any disputes concerning modification of this Decree shall be resolved pursuant to Section ~~XV~~XVI (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph ~~58~~68, 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).

~~xxii.~~XXIII. TERMINATION

After U. S. Steel has completed all of the requirements of Section VI (Compliance Requirements); has thereafter maintained satisfactory compliance with this Consent Decree for a period of at least twenty-four (24) months; has paid Past Response Costs, SURPA Response Costs and Damages and NRD Assessment Costs; has paid the civil penalty and any accrued stipulated penalties as required by this Consent Decree; and has complied with all other requirements of this Consent Decree; then U. S. Steel may, following the effective date of a final NPDES Permit for the Facility that contains the requirements of Paragraphs 10 and 12 of this Consent Decree, serve upon the United States and the State a Request for Termination, stating that U. S. Steel has satisfied those requirements, together with all necessary supporting documentation.

Following receipt by the United States and the State of Indiana of U. S. Steel's Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether U. S. Steel has satisfactorily complied with the requirements for termination or partial termination of this Consent Decree. If the United States, after consultation with the State, agrees that the Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Decree.

If the United States, after consultation with the State, does not agree that the Decree may be terminated, U. S. Steel may invoke Dispute Resolution under Section XVXVI (Dispute Resolution). However, U. S. Steel shall not seek Dispute Resolution of any dispute regarding termination until forty-five (45) Days after service of its Request for Termination.

xxiii.XXIV. PUBLIC PARTICIPATION

This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States and Indiana reserve the right to withdraw or withhold consent if the comments regarding

the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. U. S. Steel 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 and Indiana have notified U. S. Steel in writing that it no longer supports entry of the Decree.

If for any reason the Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

~~83.~~93.

~~xxiv.~~XXV. SIGNATORIES / SERVICE

Each undersigned representative of U. S. Steel, the State of Indiana, EPA, and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice (or his or her designee) 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.

~~84.~~94.

This Decree may be signed in parts, and its validity shall not be challenged on that basis. U. S. Steel 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.

~~85.~~95.

~~xxv.~~XXVI. INTEGRATION

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

~~86.~~96.

settlement embodied herein. Other than deliverables that are subsequently submitted and approved pursuant to this Decree, no other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Decree or the settlement it represents, nor shall it be used in construing the terms of this Decree.

~~xxvi. APPENDICIES~~

XXVII. APPENDICES

The following Appendices are attached to and part of this Consent Decree:

Appendix A: Map of United States Steel Corporation's Midwest Plant Facility.

~~87.~~97.

Appendix B: Midwest Facility Spill/Release Evaluation and External Reporting Requirements.

Appendix C: EPB Water Quality Sampling Locations.

~~xxvii.~~XXVIII. FINAL JUDGMENT

~~88.~~98. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States, the State of Indiana, and U. S. Steel. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS _____ DAY OF _____, _____.

_____
United States District Judge

Signature Page for the Consent Decree in *United States and the State of Indiana v. United States Steel Corporation* (N.D. Ind.):

FOR THE UNITED STATES OF AMERICA:

_____ _____

Date JEFFREY ~~H. WOOD~~BOSSERT CLARK
~~Acting~~ Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

_____ _____

Date ARNOLD S. ROSENTHAL
Senior Attorney
NICHOLAS A. McDANIEL
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Washington, DC 20044-7611

Signature Page for the Consent Decree in *United States and the State of Indiana v. United States Steel Corporation* (N.D. Ind.):

FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY:

_____ _____

Date

T. LEVERETT NELSON
Regional Counsel
U.S. Environmental Protection Agency
Region 5 (C-14J)
77 West Jackson Boulevard
Chicago, IL 60604

_____ _____

Date

THOMAS J. MARTIN
Associate Regional Counsel
U.S. Environmental Protection Agency
Region 5 (C-14J)
77 West Jackson Boulevard
Chicago, IL 60604

Signature Page for the Consent Decree in *United States and the State of Indiana v. United States Steel Corporation* (N.D. Ind.):

FOR THE STATE OF INDIANA:

_____ _____

Date

BRUNO L. PIGOTT
Commissioner
Indiana Department of Environmental Management
100 North Senate Avenue
Indianapolis, IN 46204

_____ _____

Date

NANCY KING
General Counsel
Indiana Department of Environmental Management
100 North Senate Avenue
Indianapolis, IN 46204

_____ _____

Date

PATRICIA ORLOFF ERDMANN
Chief Counsel of Litigation
Office of the Indiana Attorney General
Indiana Government Center South
5th Floor
302 West Washington Street
Indianapolis, IN 46204

Signature Page for the Consent Decree in *United States and the State of Indiana v. United States Steel Corporation* (N.D. Ind.):

FOR THE STATE OF INDIANA:

_____ _____

Date

ELIZABETH ADMIRE
State of Indiana Natural Resource Co-Trustee
Indiana Department of Environmental Management
100 N. Senate Ave
Indianapolis, IN 46204

_____ _____

Date

JOHN DAVIS
State of Indiana Natural Resource Co-Trustee
Indiana Department of Natural Resources
402 West Washington St.
Indianapolis, IN 46204

Signature Page for the Consent Decree in *United States and the State of Indiana v. United States Steel Corporation* (N.D. Ind.):

FOR UNITED STATES STEEL CORPORATION:

_____ _____

~~RICHARD L. FRUEHAUF~~

WILLIAM T. PURDUE Date_____

_____

DEPUTY GENERAL COUNSEL
United States Steel Corporation
600 Grant Street - Suite 1500
Pittsburgh, PA 15219

APPENDIX A to Consent Decree among the United States of America, State of Indiana, and the United States Steel Corporation

(N.D. Ind.)

Appendix A: Map of United States Steel Corporation's Midwest Plant Facility

United States Steel Corporation - Midwest Plant
6300 U.S. Route 12
Portage, Indiana 46368

0 0.25 0.5 1 Miles

APPENDIX B to Consent Decree among the United States of America, State of Indiana, and the United States Steel Corporation

(N.D. Ind.)

Midwest **Facility** Spill**/Release** Evaluation and External Reporting Requirements

INTRODUCTION AND BACKGROUND: Local, State and federal laws pertinent to this consent decree prescribe reporting and notification obligations for spills or releases of hazardous and non-hazardous materials to the environment (hereafter "environmental incidents").

PURPOSE: The purpose of this appendix is to describe U.S. Steel's external reporting requirements for environmental incidents under this Consent Decree, to be applied in tandem, as appropriate, with all other applicable reporting requirements (see Scope below).

INFORMATION TO GATHER/REPORT: Reporting complete information will help ensure a timely and effective response. For example, when calling in notifications to parties on the Notification List below, personnel will need and will ask for information to help characterize the spill/release, including:

- Your name, location, organization, and telephone number
- Name and address of the party responsible for the incident; or name of the carrier or vessel, the railcar/truck number, or other identifying information
- Date and time of the incident
- Location of the incident
- Source and cause of the release or spill
- Types of material(s) released or spilled
- Quantity of materials released or spilled
- Medium (e.g. land, water, air, sewer line) affected by release or spill
- Danger or threat posed by the release or spill
- Number and types of injuries or fatalities (if any)
- Weather conditions at the incident location
- Whether an evacuation has occurred
- Other agencies notified or about to be notified
- Any other information that may help emergency personnel respond to the incident

Incomplete notification information is not a reason to delay required reports and notifications.

CONSEQUENCES OF NON-COMPLIANCE: Non-compliance with environmental procedures could result in harm to human health and the environment and may expose the company and responsible individuals to enforcement actions that could include civil or criminal penalties for violations of environmental laws, rules and/or permit conditions.

SCOPE: The scope of this reporting procedure includes spills ~~and~~ /releases to the environment which may occur at, or originate from, the U. S. Steel Midwest facility. Spills/releases covered by this scope are defined in General Procedure, Item 3

~~**PURPOSE:** The purpose~~ of this ~~procedure is~~ document. These Evaluation, Notification and Reporting Procedures are in addition to ~~describe the external~~any and all applicable reporting requirements ~~for~~ contained in U. S. Steel's Midwest facility's Hazardous Waste Contingency Plan, Spill Pollution Control Countermeasure Plan, Storm Water Pollution Prevention Plan, and NPDES Permit IN0000337. U. S. Steel may have other requirements that relate to spills ~~or~~ /releases ~~of hazardous and non-hazardous materials~~ to the environment~~.~~ under other authorities, including RCRA, not referenced in this document or the reporting requirements referenced in preceding sentence. This document does not relieve U. S. Steel of any requirement contained in any other authority, including RCRA, not referenced in this document or the Consent Decree.

PARTIES ON NOTIFICATION LIST:

National Response Center - [http://nrc.uscg.mil/Default.aspx/ (NRC) (800) 424-8802]. The NRC is part of the National Response System located in Washington, DC. The NRC operates a 24/7 hotline staffed by the U.S. Coast Guard, which is operated in coordination with regional emergency response offices nationwide. Callers receive a recorded message with instructions that when followed will result in a live report to a government On-Scene Coordinator (OSC). After giving a report, the caller is given an incident number that can be tracked at the website referenced above. The website is continuously updated and will report initial incident data on all reported spills.

IDEM 24-Hour Emergency Spill Line - [https://www.in.gov/idem/cleanups/2352.htm/ (888)-233-7745 or (317) 233-7745]. The Center's hotline connects callers with Emergency Response Section (ERS) staff of IDEM's Office of Land Quality located in Indianapolis. This is a 24-7 hotline covered by an IDEM emergency response staff. After giving a report, the caller is given an incident number that can be tracked at IDEM's Virtual File Cabinet at **https://www.in.gov/idem/legal/2363.** The Indiana Virtual File Cabinet is an accessible record of two million Indiana government records. *See* **https://vfc.idem.in.gov/DocumentSearch.aspx**. The Virtual File Cabinet is updated daily as new reports are filed and contains information on all reported environmental incidents in Indiana.

Porter County Local Emergency Planning Committee (LEPC) - [http://www.porterco.org/index.aspx?nid=406/ (219-465-3593)] is a unit of Porter County and is located in Valparaiso, Indiana. Calls to the LEPC are received at the office between 8am and 4pm. Calls to the LEPC during non-working hours receive a voice message instructing the caller to dial 911. Both the LEPC and the 911 call center will forward reports of environmental incidents to the district HAZMAT Commander (HMC) [https://www.porterco.org/Directory.aspx?DID=25].

The HMC position is part of the Porter County Emergency Management Agency (Porter County EMA). The Porter County EMA is part of the Porter County Environmental Department, located in Valparaiso, Indiana. The HMC is available to receive calls and act on incident reports on a 24-7 basis.

Indiana State Emergency Planning Commission (Indiana SERC) - [https://www.in.gov/dhs/2362.htm] is part of the Indiana Department of Homeland Security and is located in Indianapolis, Indiana. EPCRA requires notifications of the SERC and LEPC for certain releases. For the Midwest facility, the requirement to notify the SERC is satisfied by notifying IDEM's Emergency Response Center staff and the LEPC, as specified in more detail below.

Porter County Sherriff's Office - [https://www.portercountysheriff.com/ (219-477-3000)] is located in Valparaiso, Indiana.

Indiana Dunes National Park - [https://www.nps.gov/indu/index.htm/ (219-395-1077)] is located along the Lake Michigan shoreline in the communities along the shoreline between Gary, Indiana and Michigan City, Indiana. Calls go to a 24- hour dispatch, operated by the Chief Ranger.

Indiana American Water facility - [https://amwater.com/inaw/ (800-492-8373)] is located in Gary, Indiana on Lake Michigan. The facility's water intake is approximately 11 miles from the Midwest Plant.

City of Chicago Department of Water Management - [https://www.cityofchicago.org/city/en/depts/water.html] is located in Chicago, Illinois. DWM's Bureau of Water Supply **[https://www.cityofchicago.org/city/en/depts/water/provdrs/supply.html/ (312-907-1676)]** provides water to Chicago and over 100 neighboring suburban communities. Raw water enters water intake cribs about 2 miles out in Lake Michigan and is sent to either the James W. Jardine Water Purification Plant or the Eugene Sawyer Water Purification Plant, where the water is treated and impurities removed. DWM's control center is staffed 24/7 and is able to direct and help coordinate response actions as necessary in response to spill or release incidents.

City of Portage - [http://www.ci.portage.in.us/ (219-763-2986)] is located in Indiana on Lake Michigan and is where the Midwest facility is located. This number is for the Utility Field Division. This number is manned 7am-3pm, with an option to speak with on-call staff if calling outside those hours. The City will assign an inspector to the incident. Callers are given a case number, and notes are taken and assigned to that case number. Additionally, the City's website above contains a web form that allows these notifications to be made without phone calls.

Town of Ogden Dunes - [http://ogdendunes.in.gov/ (219-771-8632)] is located in Indiana on Lake Michigan, approximately three miles from the Midwest Plant. This number reaches the licensed water operator and manager of the Streets Department of Ogden Dunes. This is a 24/7 line. The water operator can adjust the water intake levels as needed. The operator is in close

contact with Indiana American Water (see above) and uses that organization as a backup if the operator is unable to answer a call immediately. Ogden Dunes' procedure when called is to verify information with Indiana American and post information about the spill or accident on the town webpage and a public town message board near the Town entrance/exit. No case number system exists.

Port of Indiana-Burns Harbor - [http://www.portsofindiana.com/burnsharbor/ (219-734-7076)] is located in Burns Harbor, approximately two miles from the Midwest Plant. This number is manned from 8am to 4:30pm. If no one is present to answer the phone, an answering machine will give a 24-hour cell number. The Port's procedure is to contact IDEM if contacted about a spill.

City of Portage Publicly Owned Treatment Works (POTW) - [http://www.ci.portage.in.us/department/division.php?fDD=13-77/ (219-762-1301) (press 1 for emergency 24/7 line)] is located in Portage, Indiana, approximately four miles from the Midwest Plant.

Michigan City Water Department Water Quality Inquiry Emergencies Section at **219-872-4430** (24/7 line) is located in Michigan City approximately 17 miles from the Midwest Plant.

East Chicago Water Department at **219-391-8469** is located in the city of East Chicago approximately 16 miles from the Midwest Plant.

Hammond Water Works Department at **219-853-6428** (24/7 line) is located in the city of Hammond approximately 22 miles from the Midwest Plant.

U.S. EPA Regional Administrator, Region 5 - [https://www.epa.gov/aboutepa/about-administrator-epas-region-5-office-chicago/ (312-886-3000)] is located in Chicago, Illinois. The Region 5 OSC Duty Officer can be reached at 312-353-2318.

DEFINITIONS:

CERCLA – Comprehensive Environmental Response, Compensation and Liability Act

CWA – Clean Water Act

EPCRA – Emergency Planning and Community Right-to-Know Act

NPDES – National Pollution Discharge Elimination System

POTW – publicly owned treatment works

~~OPPA~~OPA – Oil Pollution ~~Prevention~~ Act

U. S. STEEL RESPONSIBILITIES:

U. S. ~~U. S.~~ Steel Director, Environmental Control: approval and updating of ~~this procedure~~these procedures and the contact information they contain to ensure they are up to date.

These procedures and contact information shall be reviewed by U. S. Steel at least once a year to ensure they are up to date. Following such review, if updates are necessary, the Appendix shall be modified and approved by the Director of Environmental Control. The substantive evaluation, reporting, and notification requirements, however, cannot be changed except in accordance with the modification provisions of the Consent Decree.

U. S. ~~U. S.~~ Steel Environmental Control Managers: implementation of this procedure in response to environmental incidents.

U. S. Steel Legal Department will train staff responsible for implementation of the procedures set forth below annually.

SAFETY REQUIREMENTS:

~~None~~

~~**GENERAL PROCEDURE:**~~

Applicable plant safety rules must be followed when evaluating environmental incidents for potential internal and external reporting requirements.

EVALUATION, NOTIFICATION, AND REPORTING PROCEDURES:

1. Any reported or observed environmental incident needs to be evaluated to determine internal and external reporting requirements. Environmental incidents must be immediately reported to the Load Dispatcher at ~~(~~219~~)~~ -763-5151. The Load Dispatcher ~~will~~must then immediately contact the on-call Environmental Control Manager.
2. **Spill/Release Evaluation -**
   a. The nature of the incident may trigger reporting requirements which can be found in several different federal, ~~state~~State, and local laws and regulations, as well as permit requirements~~.~~, including but not limited to;

      ~~.~~i. Indiana Spill Rule 327 IAC 2-6.1-1
      ~~ii. OPPA~~
      ii. OPA
      ~~.~~iii. CERCLA
      ~~.~~iv. EPCRA
      v. CWA
      ~~.~~vi. Midwest NPDES permit IN0000337

b. Determine which media the spill/release impacted. If the release impacted multiple media, reporting requirements for all impacted media must be met, including as detailed of a description as possible of the release, in accordance with "Information to Gather/Report" above and the requirements of the applicable statutes enumerated in 2.a. above.

~~0.~~1.Spill/Release to ground~~/~~/soil
~~0.~~2.Spill/Release to water
3. Spill/Release to air
~~0.~~4.Spill/Release to sanitary sewer

c. Determine whether the material spilled/released has an associated CERCLA reportable quantity (RQ) and/or an EPCRA Extremely Hazardous Substance (EHS) RQ.

~~0.~~1.-CERCLA RQ can be found in 40 CFR 302.4 Designation of Hazardous Substances, or the EPA "~~list~~List of ~~lists~~Lists"

~~0.~~2.RQ for EHS as defined in EPCRA Section 302 may be found in 40 CFR 355, Appendices A and B; as well as the EPA "List of Lists~~."~~"

3. **Spill/Release Reporting Requirements** ~~–~~ this section describes reporting requirements for spills and releases. Note that, because a spill or release may fit more than one description, ~~and so~~ the reporting requirements for all applicable descriptions must be met.

a. Spill ~~or~~ /release to ground or soil

i. If CERCLA RQ is exceeded
1. Notify Dispatcher at the National Response Center (NRC) (24/7 hotline) at 800-424-8802
2. Notify the Indiana Department of Environmental Management (IDEM) Emergency Response Center staff (24/7 hotline) at 888-233-7745 or 317-233-7745
3. Notify the State Emergency Planning ~~Committee at~~Commission (satisfied by notifying IDEM Emergency Response Center staff, *see* 2 above, and the ~~LEPC~~Local Emergency Planning Committee, *see* 4 below)
4. Notify the Local Emergency Planning Committee (LEPC) at 219-465-3593 (office~~)~~ ~~or 219-477-3000 (24 hours;~~ 8am to 4pm). Outside of these office hours, call 911 or Porter Country Sherriff's Dept~~.)~~. at 219-477-3000 (24 hours), and confirm that report is forwarded to the Porter County Haz Mat Commander (available 24/7)

ii. If RQ for an EPCRA EHS is exceeded but the CERCLA RQ was not exceeded
1. Notify the State Emergency Planning ~~Committee at~~Commission (satisfied by notifying IDEM Emergency Response Center staff at 888-233-7745 or 317-233-7745 and the LEPC, *see* 2 below)
2. Notify the ~~Local Emergency Planning Committee~~LEPC at 219-465-3593 (office~~)~~ 8am to 4pm). Outside of these office hours, call 911 or ~~219-477-3000 (24 hours;~~

Porter Country Sherriff's Dept~~.)~~. at 219-477-3000 (24 hours), and confirm that report is forwarded to the Haz Mat Commander (available 24/7)

iii. For petroleum spills/releases when the ~~spilled~~ amount exceeds one thousand (1,000) gallons~~.~~,
~~Notify~~notify IDEM Emergency Response Center staff at 888-233-7745 or 317-233-7745

~~iv.~~ For any spills ~~or~~ /releases to soil outside of plant boundaries ~~require~~requiring reporting under the Indiana Spill Rule, 327 IAC 2-6.1-7

iv. ~~Notify~~, notify the owner or owners, operator or operators, or occupant or occupants~~.~~ affected or potentially affected by the spill

b. Spill ~~or~~ /release to water

i. If a release meets the definition of a Spill under the Indiana Spill Rule, 327 IAC 2-6.1-1, which applies to the reporting and containment of, and the response to those spills of hazardous substances, extremely hazardous substances, petroleum, and objectionable substances that are of a quantity, type, duration and in a location as to damage the waters of the state. ("Spill" means any unexpected, unintended, abnormal, or unapproved dumping, leakage, drainage, seepage, discharge or other loss of petroleum, hazardous substances, extremely hazardous substances, or objectionable substances. The term does not include releases to impermeable surfaces when the substance does not migrate off the surface or penetrate the surface and enter the soil. 327 IAC 2-6.1-4)

1. Notify IDEM Emergency Response Center staff at 888-233-7745 or 317-233-7745

~~1.~~2. Notify the nearest downstream water user located within 10 miles of the Spill within Indiana boundaries (327 IAC 2-6.1-7). ~~In addition, in the event of a Spill, notification will be given to:~~

~~a.~~ Notify Indiana Dunes National ~~Lakeshore~~

~~1.~~3. ~~(~~Park (Chief Ranger, National Park Service~~)~~), at 219-395-1077

~~1.~~4. Notify Indiana American Water, at 800-492-8373

~~1.~~5. Notify the City of Chicago, Bureau of Water Supply, at 312-~~744-7733~~907-1676 (24/7 line)

~~1.~~6. Notify the City of Portage, Director of Administration, at ~~(~~219~~)~~ ~~762-5425; and (219) 743-9706~~-763-2986 (24/7 line)

~~1.~~7. Notify the Town of Ogden Dunes ~~at (773) 793-3155; and (219)~~ , Licensed Water Operator and Streets Dept. Manager, at 219-771-8632 (24/7 line)

~~1.~~8. Notify the Port of Indiana-Burns Harbor, Port Director, at ~~(~~219~~)~~ -734-7076. This number is staffed from 8am to 4:30pm. If no one is present to answer the phone, an answering machine will give a 24-hour cell number.

9. Notify Michigan City Water Department, Water Quality Inquiry Emergencies at 219-872-4430 (24/7 line)

10. Notify East Chicago Water Department at 219-391-8469 (24/7 line)

ii. Spills/releases of oil

1. For spills/releases of oil to water that: (a) violate applicable water quality standards; (b) cause a film or sheen upon or discoloration of the surface of the water or adjoining shorelines or (c) cause a sludge or emulsion to be deposited beneath the surface of the water or upon adjoining shorelines:
   a. Notify Dispatcher at the NRC at 800-424-8802 (24/7 hotline)
   b. Notify the Region 5 OSC Duty Officer at 312-353-2318
   c. Notify Indiana Dunes National Park (Chief Ranger, National Park Service), at 219-395-1077

2. For a spill/release of 1000 gallons of oil in a single event, or for two separate spills/releases of 42 gallons or more of oil occurring within a 12-month period, written notification must also be made to the Regional Administrator, U.S. EPA, Region 5 (C-19J) 77 W. Jackson Blvd., Chicago, IL 60604, in addition to any notifications required above.

~~ii.~~iii. If CERCLA RQ is exceeded

~~0.~~1.Notify Dispatcher at the ~~National Response Center (~~NRC (24/7 hotline) at 800-424-8802

~~0.~~2.Notify the IDEM Emergency Response Center staff (24/7 hotline) at 888-233-7745 or (317) 233-7745

~~0.~~3.Notify the State Emergency Planning ~~Committee~~Commission (satisfied by notifying IDEM Emergency Response Center staff, *see* 2 above, and the LEPC, *see* 4 below)

4. Notify the ~~Local Emergency Planning Committee~~LEPC at 219-465-3593 (office~~)~~ 8am to 4pm). Outside of these office hours, call 911 or 219-477-3000 (24 hours; Porter Country Sherriff's Dept~~.)~~.), and ensure that report is forwarded to the Haz Mat Commander (available 24/7)

~~iii.~~iv. If RQ for an EPCRA EHS is exceeded (but the CERCLA RQ was not exceeded)

~~0.~~1.Notify the State Emergency Planning ~~Committee~~Commission (satisfied by notifying IDEM Emergency Response Center staff at 888-233-7745 or 317-233-7745, and the LEPC, *see* 2 below)

~~0.~~2.Notify the ~~Local Emergency Planning Committee~~LEPC at 219-465-3593 (office~~)~~ 8am to 4pm). Outside of these office hours, call 911 or 219-477-3000 (24 hours; Porter Country Sherriff's Dept~~.)~~.), and ensure that report is forwarded to the Haz Mat Commander (available 24/7)

~~iv.~~v. If the spill/release caused an excursion of Narrative Water Quality Standards (detailed in NPDES Permit IN0000337) on the receiving body of water

~~0.~~1.Notify Dispatcher at the NRC (24/7 hotline) at 800-424-8802

~~2.~~ Notify the IDEM Emergency Response Center staff (24/7 hotline) at 888-233-7745

~~0.~~2.~~In the event that 1000 gallons of oil are released in a single event,~~ or ~~2 separate releases of 42 gallons or more of oil occur within a 12-month period, notification must also be made to the EPA Regional Administrator.~~(317) 233-7745

c. Spill ~~or~~ /release to sanitary sewer (POTW)

Notify the City of Portage POTW at 219-762-1301 (~~during business hours) or 219-743-5626 (Treatment Plant Superintendent Cell Phone~~press 1 for emergencies 24/7 line)

d. Priority of Emergency Response Actions and Notification

In accordance with 327 IAC 2-6.1-8, emergency spill/release response actions take precedence over reporting requirements, and when emergency spill/release response activities render spill reporting inconsistent with effective response activities, communication of the spill/release report to the Indiana Department of Environmental Management may be delayed.

APPROVAL:

Approved for use:

Director, Environmental Control

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