Appendix 2

Financial Assurance

APPENDIX 2: FINANCIAL ASSURANCE

This Appendix sets forth the obligations of Defendants J.R. Simplot Company and Simplot Phosphates LLC (Simplot) to secure and maintain Financial Assurance, as required under Paragraph 26 of the Consent Decree, including schedules and notice requirements. Submittals requiring EPA approval shall be submitted pursuant to Section V (Compliance Requirements), Paragraphs 29 - 33, and Section XIV (Notices) of the Consent Decree. An EPA approval or determination shall be subject to dispute resolution pursuant to Section X (Dispute Resolution) of the Consent Decree, including judicial review, unless this Appendix specifies otherwise. The standard of review regarding any EPA approval or determination under this Appendix (including requirements incorporated by reference) shall be governed by Paragraph 71(a) of the Consent Decree. If, in situations where judicial review is not precluded by this Appendix, Simplot seeks but does not prevail on judicial review of such EPA approval or determination, Simplot shall pay all costs incurred by the United States in connection with such judicial review, including attorneys' fees.

Any modification of a time period specified by this Appendix or its Attachments is a non-material modification for purposes of Section XVII (Modification) of the Consent Decree and may be modified by written agreement of the Parties.

Under this Appendix, when required to provide an originally signed certification by the Chief Financial Officer ("CFO"), unless otherwise specified, another designated corporate officer may provide the signed certification if authority to sign has been assigned or delegated in accordance with corporate procedures and bylaws ("duly designated corporate officer"). Simplot shall use the form provided in Attachment A ("CFO Certification") of this Appendix for this certification.

I. Definitions

Except as otherwise provided in this Appendix, definitions for the terms presented herein shall be incorporated from 40 C.F.R. § 264.141. Whenever the terms set forth below are used in this Appendix, the definitions set forth below shall apply. However, the Parties are not bound by these definitions in connection with any matter not relating to Financial Assurance under this Consent Decree.

"Anniversary Date" shall mean the annual anniversary of the date that Financial Assurance is provided unless otherwise stated in this Appendix.

"Closure Plan" shall mean the plan (including, as applicable, the Initial Phosphogypsum Stack System Closure Plan or Permanent Phosphogypsum Stack System Closure Plan) prepared for Stack Closure and Long-Term Care, and associated water treatment activities, in accordance with the requirements of Appendix 1.C of the Consent Decree.

"Cost Estimate" shall mean the estimate of the costs for Stack Closure and Long-Term Care at the Facility as set forth in Section II of this Appendix.

"Current Dollars" shall mean U.S. dollars in the year actually received or paid, unadjusted for price changes or inflation.

"Financial Mechanism" shall mean those mechanisms or instruments specified in this Appendix used to secure funding for an obligation under the Consent Decree.

"Long-Term Care" shall have the same meaning as set forth in Appendix 9 for those activities required pursuant to Appendix 1.C and for purposes of Appendix 2 shall: (1) include associated water treatment activities; and (2) be substituted for the term "post closure" in 40 C.F.R. Part 264, Subpart H.

"Related Party" or "Related Parties" shall have the same meaning as set forth in the Statement of Financial Accounting Standards No. 57, Appendix B (Glossary) (Financial Accounting Standards Board - Original Pronouncements, as amended) as that standard may hereafter be modified, which standard currently provides: "Affiliates of the enterprise; entities for which investments in their equity securities would, absent the election of the fair value option under FASB Statement No. 159, *The Fair Value Option for Financial Assets for Financial Assets and Financial Liabilities*, be required to be accounted for by the equity method by the enterprise; trusts for the benefit of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management; principal owners of the enterprise; its management; members of the immediate families of principal owners of the enterprise and its management; and other parties with which the enterprise may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests. Another party also is a Related Party if it can significantly influence the management or operating policies of the transacting parties or if it has an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests."

"Stack Closure" or "Stack System Closure" shall have the same meaning as set out in Appendix 9, for those activities required pursuant to Appendix 1.C and for purposes of Appendix 2 shall: (1) include associated water treatment activities; and (2) substitute for the term "closure" in cited requirements of 40 C.F.R. Part 264, Subpart H.

"Substantial Business Relationship" shall mean the extent of a business relationship necessary under applicable state law to make a guarantee contract issued incident to that relationship valid and enforceable. A "Substantial Business Relationship" must arise from a pattern of recent or ongoing business transactions, in addition to the guarantee itself, such that a currently existing business relationship between the guarantor and the owner or operator is demonstrated to the satisfaction of EPA.

"Third Party" shall mean a party that is not a Related Party nor a party with a Substantial Business Relationship to Simplot.

"Third-Party Mechanism" shall mean a trust fund, surety bond, letter of credit, or insurance as set forth in this Appendix.

"Trust Agreement" shall mean a signed document that establishes a trust fund. A trust fund is a mechanism in which legal title to property (e.g., cash, investment securities) is transferred from Simplot (the "Grantor") to another party (the "Trustee") who will hold and administer the property for the benefit of EPA (the "Beneficiary").

II. Cost Estimate

1. Simplot has provided, and EPA has approved, its Cost Estimate in Appendix 8.

a. The Cost Estimate shall include a detailed written Cost Estimate for Stack Closure and Long-Term Care for the Facility, including but not limited to the cost of cover material, topsoil, seeding, fertilizing, mulching, labor, land surface care, and Groundwater monitoring, collection and analysis and any other costs of compliance with Appendix 1.C. The Cost Estimate shall be calculated based on the point in time when the manner and extent of the operation of the Phosphogypsum Stack System would make the Stack Closure and Long-Term Care the most expensive. The Cost Estimate and all subsequent updates shall be based on what it would cost to hire a Third Party to complete Stack Closure and Long-Term Care in that year, except as provided in Paragraph 1(b), below.

b. Subject to the conditions for access set forth below, Simplot may, if the conditions of this Paragraph 1(b) are met, include in its Cost Estimate a cost for soil from a borrow area at the Facility, based on information provided by Simplot describing the soil borrow areas to be used (e.g., location), in lieu of the cost to obtain soil from a Third Party. In that event, Simplot agrees that, if a takeover of Work occurs pursuant to Section VI of the Consent Decree, the United States (including a receiver designated pursuant to Section VI (Work Takeover) of the Consent Decree, or trustee directing Stack Closure and/or Long-Term Care), in addition to their right to Financial Assurance as set forth in the Consent Decree, shall have the same legal right of access to and use of such soil, and any equipment necessary to access and process such soil, as Simplot would have. Simplot shall confirm with its submittal required under Paragraph 4, below, that the United States continue to have a right to access and use the soil, that the soil available is sufficient for Phosphogypsum Stack System Closure, and that Simplot knows of no reasons as to why the United States, or their representatives, could not have access to and use of the borrow area(s) and soil. If, for any reason, Simplot or EPA determines that such access cannot be had, or that the available soil in the borrow area is insufficient for Phosphogypsum Stack System Closure, then Simplot in its next scheduled update to the Cost Estimate or ninety (90) Days prior to Phosphogypsum Stack System Closure, whichever is later, shall submit to EPA an updated Cost Estimate recalculating the soil cost for that quantity of soil needed but determined not to be available in the designated borrow area either: (i) based on the cost of soil from a substitute borrow area at the Facility; (ii) based on the cost of soil and transportation from a substitute borrow area in the vicinity of the Facility on property owned by Simplot; or (iii) if such substitute borrow area is not available, as a cost of a Third Party buying the soil for Phosphogypsum Stack System Closure, and shall provide any additional or alternative Financial Assurance necessary to cover this cost on the Anniversary Date. Nothing in this Paragraph 1(b) shall be construed as transferring to the United States or their representatives any obligation that Simplot may have under the law, including permit requirements, to properly manage, close and/or remediate the soil borrow areas, or otherwise creating such obligations for the United States and/or their duly designated representatives.

2. The Cost Estimate shall be calculated in Current Dollars.

3. Simplot shall not include in any Cost Estimate any credit for salvage value or a zero cost for handling hazardous waste with potential future value, as set forth in 40 C.F.R. § 264.142(a)(3)&(4).

4. Simplot shall submit a Cost Estimate, together with supporting documentation, to EPA in the following manner:

a. Simplot shall submit the Cost Estimate based on the current costs (i.e., using that year's current prices) for Stack Closure and Long-Term Care in accordance with this Section.

b. Simplot shall submit annually to EPA an updated Cost Estimate reflecting inflationary adjustments, except as set forth in Paragraph 4(d), below. Such adjustment may be made by either method in Paragraph 4(b)(1) or 4(b)(2) below, except as otherwise required in this Appendix:

(1) Recalculating the costs, in Current Dollars (i.e., OSWER Directive No. 9476.00-5, Section 4.4.1); or

(2) Using an inflationary factor derived from the most recent Implicit Price Deflator ("Deflator") for the Gross National Product published by the U.S. Department of Commerce in its Survey of Current Business, in the manner as specified by 40 C.F.R. §§ 264.142(b) and 264.144(b). If the Cost Estimate is due by the end of February, Simplot shall: (i) use the Deflator for the Gross National Product published for Q1, Q2 & Q3 of the prior year, calculate the change in the Deflator between Q1 and Q2, and the change in Deflator between Q2 and Q3, take the average of these values, and add this average to the Q3 Deflator to impute a Q4 Deflator; or (ii) if the Deflator for the Gross National Product has not been published for Q3 of the prior year by February 10 of the following year, Simplot shall calculate the change in the published Deflator between Q1 and Q2, adding this value both to the Deflator for Q2 to impute a Q3 Deflator and to the imputed Q3 Deflator to impute a Q4 Deflator. If Simplot calculates imputed Deflators by using an average of the change in Deflators from prior quarters because the actual Deflator for Q3 or Q4 were not then available, annual inflationary adjustments in subsequent years shall be based on the actual Deflator, as and when published values become available. An example of the inflationary factor calculation is provided in Attachment B of this Appendix.

c. In the event that Simplot requests a release of an amount in excess of the updated Cost Estimate from the Financial Mechanism establishing Financial Assurance under Section III, other than for a reduced updated Cost Estimate pursuant to Paragraph 4(b)(2) above, Simplot shall: (1) provide a supplement to the Closure Plan with Simplot's request for a reduction in the Financial Assurance; and (2) provide a detailed description of the changes and revisions to the Closure Plan and updated Cost Estimate resulting in the decreased updated Cost Estimate.

d. Simplot shall:

(1) Submit every five (5) years an update to the Cost Estimate with supporting documentation and an updated Closure Plan, reflecting cost adjustments (e.g., revised treatment protocols (including chemical treatment quantities), additional studies, treatment costs, material and labor cost increases, new or Lateral Expansion of a Phosphogypsum Stack or Component, etc.) as specified in Paragraph 4(d)(2), below. Simplot shall provide the update and associated documentation five (5) years after the submittal of the Cost Estimate (pursuant to Paragraph 1 of this Appendix). Simplot shall also provide such an update to the Cost Estimate for the Facility: (i) in the event of a re-evaluation of when the manner and extent of the operation of the

Phosphogypsum Stack System makes the Stack Closure and Long-Term Care the most expensive; (ii) with the submittal of the Permanent Phosphogypsum Stack System Closure Plan as specified in Appendix 1.C of the Consent Decree; and (iii) thirty (30) Days prior to a Facility transfer with the information requested pursuant to Paragraph 18 of this Appendix.

(2) An update to the Cost Estimate submitted under this Paragraph 4(d) shall be adjusted by recalculating the costs, in Current Dollars, as set forth in Paragraph 4(b)(1), above.

(a) In the event a specific cost needed to prepare the Cost Estimate has been updated pursuant to Paragraph 4(d)(1), above, within one (1) year, Simplot may adjust that specific cost pursuant to Paragraph 4(b)(2), above.

(b) In the event a specific cost needed to prepare the Cost Estimate has not been updated pursuant to Paragraph 4(d)(1), above, within one (1) year and if not otherwise available, then Simplot may utilize the most recent update of that specific cost, and adjust that prior cost pursuant to Paragraph 4(b)(2), above, provided that Simplot identifies the specific cost and includes a brief explanation for adjusting the cost pursuant to Paragraph 4(b)(2), above.

e. Simplot shall submit an update to the Cost Estimate, in accordance with this Paragraph, sixty (60) Days prior to the Anniversary Date of the establishment of the Financial Mechanism, except if otherwise provided herein. If more than one Financial Mechanism is being used to establish Financial Assurance, the update to the Cost Estimate shall be submitted sixty (60) Days prior to the earliest Anniversary Date, for a given calendar year, of a Financial Mechanism.

f. Simplot shall submit with all Cost Estimates Attachments B and C of this Appendix.

5. Notwithstanding the provisions of Section XI (Information Collection and Retention) of the Consent Decree, Simplot shall maintain, or have electronic access to (such that upon request the information can be readily downloaded and printed), at the Facility for the duration of this Consent Decree the Initial Closure Plan (Appendix 8) and the most recent update to the Cost Estimate.

III. Financial Assurance for Stack Closure and Long-Term Care

6. Within thirty (30) Days of the Effective Date or within ten (10) Days of EPA's approval of Simplot's initially submitted Cost Estimate, whichever is later, and on the first Anniversary Date and annually thereafter, Simplot's CFO shall provide to EPA an originally signed CFO Certification, together with supporting documentation, confirming that it has established Financial Assurance for Stack Closure and Long-Term Care, in an amount no less than the Cost Estimate and pursuant to the requirements of Section III of this Appendix.

7. Once Simplot establishes Section III Financial Assurance for Stack Closure and Long-Term Care, it shall maintain such Financial Assurance pursuant to the requirements of Section III.

8. Financial Assurance for Stack Closure and Long-Term Care under this Section III must comply with the requirements of 40 C.F.R. §§ 264.143(a)-(e) and (g)-(i), 264.145(a)-(e) and (g)-(i), and 264.148, except as clarified and modified in this Section III.

9. Simplot shall use the Cost Estimate generated pursuant to Section II (Cost Estimate), above, in lieu of the cost estimates required pursuant to 40 C.F.R. §§ 264.142 and 264.144 unless otherwise directed in this Appendix, to establish Financial Assurance under this Section III. Simplot shall establish Section III Financial Assurance in an amount at least equal to the Cost Estimate in accordance with the deadlines specified in Paragraph 6.

10. Simplot shall choose from the Financial Mechanisms specified in 40 C.F.R. §§ 264.143(a)-(e) and 264.145(a)-(e) to establish Section III Financial Assurance, provided that, if Simplot is using Third-Party Mechanisms (a trust fund, letter of credit, surety bond, or insurance), the Trustee of any trust fund, or the provider of any letter of credit, surety bond, or insurance shall not be a Related Party to Simplot. Simplot shall word the Financial Mechanism as specified in Attachment D of this Appendix.

a. For a trust fund, Simplot shall comply with 40 C.F.R. §§ 264.143(a) and 264.145(a), except as modified below:

(1) In lieu of complying with 40 C.F.R. §§ 264.143(a)(3)-(4) and 264.145(a)(3)-(4), and if Simplot is providing only a fully funded trust fund to establish Financial Assurance under this Section, then Simplot shall either:

(a) Fully fund the trust within thirty (30) Days of the Effective Date or within ten (10) Days of EPA's approval of Simplot's Cost Estimate, whichever is later; or

(b) Submit to EPA for approval within five (5) Days of the Effective Date or within five (5) Days of Simplot's Cost Estimate submittal, whichever is later: (i) an originally signed CFO Certification, with supporting documentation, explaining in detail Simplot's inability to immediately fund the trust fund, and (ii) a proposal for a pay-in period of no longer than three (3) years, with at least fifty percent (50%) of the Stack Closure and Long-Term Care Cost Estimate to be funded in the first year. Any subsequent request for an extension to an approved pay-in period shall be made at least 180 Days before the close of an approved pay-in period, and shall include an originally signed CFO Certification explaining in detail why a longer pay-in period is needed, together with supporting documentation. Such approvals by EPA shall be in its unreviewable discretion.

(2) In lieu of 40 C.F.R. § 264.151(a), Simplot shall use the exact wording as specified in Form 1, Attachment D of this Appendix, for the Trust Agreement. Simplot may enter into an addendum to the Trust Agreement ("Addendum") provided that: (a) the Addendum supplements and does not contain terms that conflict, supersede, revise or alter the terms of the Trust Agreement (or the requirements of Appendix 2); and (b) the Addendum is approved by EPA in advance, such approval is within EPA's unreviewable discretion. A Trust Agreement must be accompanied by a formal certification of acknowledgement (see example provided with Trust Agreement, Form 1, Attachment D of this Appendix).

(3) Simplot shall update any associated schedules or exhibits of the Trust Agreement, as appropriate, within sixty (60) Days after a change in the amount of the Cost Estimate.

b. For a surety bond guaranteeing payment or performance, Simplot shall comply with 40 C.F.R. §§ 264.143(b)&(c) and 264.145(b)&(c), except that:

(1) In addition to the requirements of 40 C.F.R. §§ 264.143(b)(1)&(c)(1) and 264.145(b)(1)&(c)(1), Simplot shall provide an originally signed certification from either the Simplot (CFO Certification) or an officer of A.M. Best or an NRSRO, documenting that the surety has at least a "secured" financial strength rating of "A" by A.M. Best or an equivalent rating by the NRSRO.

(2) In lieu of 40 C.F.R. §§ 264.143(b)(4)(ii)&(c)(5) and 264.145(b)(4)(ii)&(c)(5), upon EPA issuance of a Work Takeover Notice pursuant to Section VI (Work Takeover) of the Consent Decree stating that Simplot has failed to perform Stack Closure and/or Long-Term Care, if Simplot fails within thirty (30) Days of the Work Takeover Notice to remedy to EPA's satisfaction the circumstances giving rise to EPA's issuance of such Work Takeover Notice (Paragraph 37 of the Consent Decree), the surety will become liable on the bond obligations and EPA may require the surety to meet its obligations pursuant to the terms of the surety bond and Section VI (Work Takeover) of the Consent Decree. A dispute raised by Simplot shall be subject to the dispute resolution provisions set forth in Sections VI (Work Takeover) and X (Dispute Resolution) of the Consent Decree.

(3) In lieu of 40 C.F.R. §§ 264.143(b)(2), 264.145(b)(2) and 264.151(b), Simplot shall use the exact wording as specified in Form 2, Attachment D of this Appendix, for the wording of the surety bond guaranteeing payment. In lieu of 40 C.F.R. §§ 264.143(c)(2), 264.145(c)(2) and 264.151(c), Simplot shall use the exact wording as specified in Form 3, Attachment D of this Appendix, for the wording of the surety bond guaranteeing performance.

(4) In the event that Simplot must provide alternate Financial Assurance subject to EPA approval pursuant to 40 C.F.R. §§ 264.143(b)(4)(iii)&(c)(4)(ii) and 264.145(b)(4)(iii)&(c)(4)(ii) or the surety becomes liable under the terms of the bond upon notification by EPA, due to cancellation (40 C.F.R. §§ 264.143(b)(8)&(c)(8) and 264.145(b)(8)&(c)(9)), a disapproval or notice by EPA shall be subject to dispute resolution in Section X (Dispute Resolution) of the Consent Decree, but not judicial review. Any dispute raised by Simplot shall not prohibit EPA from requiring the surety to place the guaranteed funds into a standby trust during the pendency of the dispute.

c. For a letter of credit, Simplot shall comply with 40 C.F.R. §§ 264.143(d) and 264.145(d), except as modified below:

(1) In addition to the requirements of 40 C.F.R. §§ 264.143(d)(1) and 264.145(d)(1), as applicable, Simplot shall provide an originally signed CFO Certification documenting that the provider of the letter of credit is a federally insured financial institution.

(2) In lieu of 40 C.F.R. §§ 264.143(d)(8) and 264.145(d)(9), upon EPA issuance of a Work Takeover Notice pursuant to Section VI (Work Takeover) of the Consent Decree stating that Simplot has failed to perform Stack Closure and/or Long-Term Care, if Simplot fails within thirty (30) Days of the Work Takeover Notice to remedy to EPA's satisfaction the circumstances giving rise to EPA's issuance of such Work Takeover Notice (Paragraph 37 of the Consent Decree), EPA may draw on the letter of credit pursuant to the terms of the letter of and Section VI (Work Takeover) of the Consent Decree. A dispute raised by Simplot shall be subject to the dispute resolution provisions set forth in Sections VI (Work Takeover) and X (Dispute Resolution) of the Consent Decree.

(3) In lieu of 40 C.F.R. §§ 264.143(d)(2), 264.145(d)(2) and 40 C.F.R. § 264.151(d), Simplot shall use the exact wording as specified in Form 4, Attachment D of this Appendix, for the letter of credit and the associated cover letter accompanying the letter of credit.

(4) In the event that Simplot must provide alternate Financial Assurance subject to EPA approval or EPA draws on the letter of credit pursuant to 40 C.F.R. §§ 264.143(d)(9) and 264.145(d)(10), due to cancellation (40 C.F.R. §§ 264.143(d)(5) and 264.145(d)(5)), a disapproval or drawing on the letter of credit by EPA shall be subject to dispute resolution to Section X (Dispute Resolution) of the Consent Decree, but not judicial review. Any dispute

raised by Simplot shall not prohibit EPA from drawing on the letter of credit during the pendency of the dispute.

d. For insurance, Simplot shall comply with 40 C.F.R. §§ 264.143(e) and 264.145(e), and shall provide an originally signed certification from either the Simplot (CFO Certification) or an officer of A.M. Best or an NRSRO, documenting that the insurer has at least a "secured" financial strength rating of "A" by A.M. Best or an equivalent rating by the NRSRO. Simplot also shall:

(1) Comply with 40 C.F.R. §§ 264.143(e)(8) and 264.145(e)(8), except that in lieu of the conditions set forth in 40 C.F.R. §§ 264.143(e)(8)(i)-(v) and 264.145(e)(8)(i)-(v) that specify when a policy will remain in full force and effect notwithstanding a failure to pay the premium, the following conditions are substituted: (a) EPA determines that the Facility has been abandoned; (b) the Work required under this Consent Decree is undertaken by EPA; (c) Stack Closure, partial Phosphogypsum Stack System Closure, or Long-Term Care is ordered by EPA or by a U.S. District Court or other court of competent jurisdiction; (d) Simplot is named as debtor in a voluntary or involuntary proceeding under Title 11 (Bankruptcy), U.S. Code; or (e) the premium due is paid.

(2) Submit annually a certificate of insurance and a complete copy of the insurance policy, including amendments and endorsements.

(3) In lieu of 40 C.F.R. §§ 264.143(e)(2), 264.145(e)(2) and 264.151(e), Simplot shall use the exact wording as specified in Form 5, Attachment D of this Appendix, for the wording of the Certificate of Insurance.

(4) Notify EPA if it has cause to believe that it will not be able to make a premium payment.

(5) Ensure the assignment requirements of 40 C.F.R. §§ 264.143(e)(7) and 264.145(e)(7) are incorporated into the insurance policy exactly as written, with no additional qualifying conditions.

(6) Ensure that the policy does not allow or offer coverage for liabilities other than those contemplated by the Consent Decree.

11. If Simplot seeks to provide:

a. More than one Third-Party Mechanism to demonstrate Financial Assurance for Stack Closure and Long-Term Care, pursuant to 40 C.F.R. §§ 264.143(g) and 264.145(g), Simplot shall submit to EPA an originally signed CFO Certification verifying that the Third-Party Mechanisms do not incorporate terms subrogating one Financial Mechanism to another, i.e., designating a prioritization for the release of the funds or the payment of a claim. EPA, if the need arises, will determine in its unreviewable discretion the priority for the release of funds or payment of a claim.

b. A Financial Mechanism establishing Financial Assurance at more than one facility pursuant to 40 C.F.R. §§ 264.143(h) and 264.145(h), Simplot:

(1) Shall not provide a single trust fund or insurance policy to cover the multiple facilities in different States, but shall provide each affected State with its own distinct trust fund or insurance policy;

(2) May use the same letter of credit or surety bond for multiple facilities provided that the following conditions are met: (a) the facilities' EPA Identification Numbers, names, addresses, and the Stack Closure and Long-Term Care Cost Estimate(s) associated with each particular facility are clearly specified in the Financial Mechanism; and (b) the Financial

Mechanism clearly states that there can be a release of funds for a specified facility without requiring the entire obligation covered by the Financial Mechanism to be placed in the stand-by trust(s); and

(3) Shall not release funds designated for one or more facilities in another State except upon written agreement of EPA, Simplot, and the affected State(s).

IV. Financial Assurance for Third-party Liability

12. Within thirty (30) Days of the Effective Date, and on the first Anniversary Date and annually thereafter, Simplot's CFO shall provide to EPA a Financial Mechanism for third-party liability along with an originally signed CFO Certification, together with supporting documentation, confirming that it has established Financial Assurance to compensate a third-party for bodily injury or property damage that might result from sudden accidental or non-sudden accidental occurrences associated with the operation of the Phosphogypsum Stack System, Stack Closure or Long-Term Care at the Facility ("Financial Assurance for Third-Party Liability"). The Financial Assurance for Third-party Liability shall comply with 40 C.F.R. § 264.147(a)-(e), (h)-(k), except as provided in Paragraph 13 below, and Simplot shall maintain such Financial Assurance during operation of the Phosphogypsum Stack System and during Phosphogypsum Stack System Closure. If Simplot wishes to propose an adjustment to the amount of Financial Assurance pursuant to 40 C.F.R. § 264.147(c), Simplot shall submit to EPA for approval an originally signed CFO Certification explaining the basis for the proposed adjustment, together with supporting documentation demonstrating than an adjustment is appropriate under 40 C.F.R. § 264.147(c). Until such time as EPA approves the adjusted Financial Assurance in writing, Simplot shall provide Financial Assurance for Third-Party Liability as otherwise required herein. Nothing in this Paragraph shall be construed to waive or limit EPA's right, pursuant to 40 C.F.R. § 264.147(d), to adjust the level of Financial Assurance required in 40 C.F.R. § 264.147(a)&(b). EPA's determination of whether or not to approve Simplot's request under 40 C.F.R. § 264.147(c) is subject to dispute resolution under Section X (Dispute Resolution) of the Consent Decree, but not judicial review.

13. Simplot's Financial Assurance for Third-Party Liability shall comply with 40 C.F.R. §§ 264.147(a)-(b) & (h)-(j) and as modified by this Paragraph. If Simplot is using a trust fund, letter of credit, or surety bond, the Trustee of any trust fund, or the provider of any letter of credit or surety bond shall not be a Related Party to Simplot. Simplot shall word the Financial Mechanism as specified in Attachment D, Form 6 of this Appendix.

a. For a surety bond or for insurance, Simplot shall demonstrate that the surety and the insurer have at least a "secured" financial strength rating of "A" by A.M. Best or an equivalent rating by an NRSRO. Such demonstration shall be in the form of an originally signed certification from either Simplot (CFO Certification) or an officer of A.M. Best or the NRSRO.

b. For a letter of credit, Simplot shall ensure that the provider of the letter of credit is a federally insured financial institution.

V. Information Gathering

14. For purposes of Appendix 2, information gathering shall be governed by Paragraphs 27 and 73 of the Consent Decree unless otherwise specified in this Appendix.

VI. Temporary Non-Compliance

15. If Simplot determines that it has violated or anticipates violating any requirement of this Appendix, Simplot shall follow the procedures below in Paragraph 15(a) to correct the non-compliances. If, after following the procedures in Paragraph 15(a), there remains non-compliances or anticipated non-compliances, then any dispute raised by Simplot regarding EPA's refusal to approve a plan under this Paragraph shall not prohibit EPA from accessing existing Financial Assurance. If Simplot fails to meet a compliance schedule or the terms of a compliance plan under this Appendix: (i) Simplot shall be deemed without Financial Assurance for purposes of enforcement; and (ii) EPA shall not be precluded from accessing or collecting any existing Financial Assurance.

a. For all non-compliances or anticipated non-compliances of this Appendix, Simplot shall within ten (10) Days of the non-compliance determination submit to EPA, an originally signed CFO Certification together with supporting documentation, explaining in detail the nature of the violation and stating whether or not the non-compliance can be rectified by Simplot within thirty (30) Days. If Simplot does not believe that it can rectify the non-compliance within thirty (30) Days, then within ten (10) Days of its notice Simplot shall submit to EPA for approval a plan and schedule for correcting the violation. If applicable, such a plan shall include additional or alternate Financial Assurance. In the event that alternate or additional Financial Assurance is a component of the plan and schedule, then the Financial Assurance shall be provided as soon as possible, but no later than sixty (60) Days after Simplot's notice of Simplot's non-compliance. Simplot may request additional time to provide the alternate or additional Financial Assurance and such request shall include a detailed explanation and supporting documentation.

b. EPA's determination of whether to approve Simplot's plan and/or schedule for correcting the violation(s) is subject to dispute resolution under Section X (Dispute Resolution) of the Consent Decree, but not judicial review. The time frames applicable to both Simplot and the United States for notices and submissions under Section X (Dispute Resolution) of this Consent Decree shall be reduced by half for any plan requiring alternate or additional Financial Assurance.

16. Simplot shall not be subject to stipulated penalties pursuant to Section VIII (Stipulated Penalties) of the Consent Decree for temporary non-compliance with this Appendix provided that: (a) Simplot complies with the notice and submittal requirements of Paragraph 15, above; (b) EPA approves the plan and schedule for correcting the violation, including any additional or alternative Financial Assurance; (c) Simplot within ten (10) Days of EPA's approval commences the correction of the violation in accordance with the approved schedule, including if applicable the establishment of any additional or an alternate form of Financial Assurance; and (d) EPA determines that Simplot's violation is not due to Simplot's lack of diligence or good faith (the burden of proving this shall rest with Simplot).

VII. Business Transactions

17. No transfer of ownership or operation of a Facility shall relieve Simplot of its Financial Assurance obligations under this Consent Decree, except as provided by Section IX (Force Majeure) and Section II (Applicability) of the Consent Decree.

18. At least thirty (30) Days prior to any transfer, Simplot shall submit to EPA information explaining the proposed transfer in detail and stating whether Simplot requests the transfer of its Financial Assurance responsibilities to the transferee pursuant to Section II (Applicability) of the Consent Decree and Paragraph 19(b), below.

19. In the event of a transfer of a Facility's ownership or operation:

a. If Simplot is to retain its Financial Assurance obligations upon the transfer of the Facility, Simplot, based on the Cost Estimate in Current Dollars, shall establish and fund a trust fund, or obtain a surety bond or letter of credit in accordance with this Appendix. Any existing trust fund established pursuant to this Appendix shall remain in place. Simplot shall provide EPA the appropriate documentation evidencing the trust fund, surety bond, or letter of credit by the date of the Facility transfer. If using a trust fund, the portion of funds vested in the trust fund that are not required to meet annual withdrawals shall be invested in U.S. Treasury Bills, or market-based notes and bills that achieve an investment goal or preservation of principle and guarantee an inflation-adjusted rate of return no less than the 30-Year Treasury Constant Maturity Rate average for the previous twelve (12) months from the date of the annual Cost Estimate. If Simplot wishes to propose alternate Financial Mechanism(s) in lieu of the trust fund, surety bond, or letter of credit, Simplot at least thirty (30) Days prior to the transfer shall submit an originally signed CFO Certification from Simplot's CFO, together with supporting documentation, explaining the compelling reasons why the proposed alternate Financial Mechanism is being requested and is an equivalent substitute for the trust fund, surety bond, or letter of credit. Upon EPA's approval, which shall be subject to dispute resolution pursuant to Section X (Dispute Resolution) of the Consent Decree but shall not be subject to judicial review, Simplot shall establish the approved Financial Assurance. If by the date of the transfer, EPA does not approve such a request or Simplot has not put in place the approved Financial Assurance, then Simplot shall fully fund the trust fund or obtain a surety bond or letter of credit, as described above.

b. If the transferee agrees to assume Simplot's Financial Assurance obligations, Simplot shall submit to EPA for approval an originally signed certification by the transferee's CFO, together with supporting documentation, explaining in detail its ability to provide Financial Assurance pursuant to the requirements of this Appendix and agreeing to provide the Financial Assurance if approved by EPA pursuant to Section II (Applicability) of the Consent Decree. Simplot shall comply with the requirements of Paragraph 19(a), above, until: (1) EPA has approved the transferee's proposed Financial Assurance; (2) the United States consents to the transfer of obligations pursuant to Section II (Applicability) of the Consent Decree; (3) the transferee has established the approved Financial Assurance; and (4) EPA has given its consent for Simplot to terminate its Financial Assurance.

20. If Simplot is providing Financial Assurance through the use of any Financial Mechanism other than the exclusive use of a fully funded trust fund in Current Dollars, in the event of a

business transaction that results, or Simplot determines will result, in an adverse material change to Simplot's financial or corporate structure that provides Simplot or its successor (or a Guarantor of Simplot or its successor) with insufficient funds to satisfy the carrying costs of its approved Financial Assurance instrument(s), including premium payments, collateral requirements, and/or financial covenants imposed by the instrument provider, for the 365 Days immediately following the business transaction, then Simplot shall provide notice to EPA within fourteen (14) Days of identifying such adverse material change and comply with the requirements for Financial Assurance in Paragraph 19(a), above.

VIII. Reservation of Rights

21. If EPA determines at any time that the Financial Assurance provided by Simplot no longer satisfies the requirements of this Consent Decree, it shall notify Simplot. EPA may base this determination on Simplot's failure to provide notices or documentation required by this Appendix as well as on a substantive evaluation of Simplot's Financial Assurance. Within thirty (30) Days of written notice from EPA that Simplot's Financial Assurance no longer satisfies the requirements of this Consent Decree, Simplot shall submit to EPA for approval revised or alternate Financial Assurance that satisfies the requirements of this Consent Decree. Simplot shall not cancel the existing Financial Assurance until the revised or alternate Financial Assurance has been approved by EPA, and EPA has provided written consent permitting Simplot to cancel the existing Financial Assurance. Failure to timely provide alternative Financial Assurance as required by this Section (or any Paragraph of this Appendix that references this Section) is not subject to the provisions of Section VI (Temporary Non-Compliance) of this Appendix. EPA's determination shall be subject to dispute resolution pursuant to Section X (Dispute Resolution) of this Consent Decree, but not judicial review, and the time frames for notices and submissions under the dispute resolution process shall be reduced by half (e.g., under Informal Dispute Resolution Simplot shall submit its Notice of Dispute within fifteen (15) Days).

22. Within 60 days after receiving certification from Simplot and a qualified professional engineer that the Long-Term Care period has been completed in accordance with the approved Closure Plan, EPA will notify Simplot that it is no longer required to maintain Financial Assurance for Long-Term Care of the Facility, unless EPA has reason to believe that Long-Term Care has not been completed in accordance with the approved Closure Plan. EPA shall provide Simplot a detailed written statement of any such reason to believe that Long-Term Care has not been in accordance with the approved Closure Plan.

Instructions: The following is the form of the Chief Financial Officer's ("CFO") certification that shall be used when required under Appendix 2 of the Consent Decree. The CFO Certification shall be worded as follows except that instructions in the brackets are to be replaced with the relevant information and the brackets deleted.

Chief Financial Officer Certification

I hereby certify as the Chief Financial Officer [*or insert, as appropriate, "a duly designated corporate officer"*] of [*insert Company name/designation*] under penalty of law, in accordance with the requirements of [*insert the specific Section/Paragraph of Appendix 2*] of the Consent Decree entered by the [*insert the District Court designation and case information*] that [*insert the substance of the certification being made and any additional information that is relevant for the certification*]. Based on my inquiry of persons directly responsible for gathering the information for this certification (and any attached documentation), 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 possible fine and imprisonment for knowing violations.

[*If required under Appendix 2 as part of the CFO Certification*.] I have attached as supporting documentation: [*insert a description of/information on the supporting documentation*.]

Date: _____

Signature: _____

Print Name: _____
Title: _____

Company: _____
Address: _____
_____

Telephone Number: _____

E-mail: _____

STACK CLOSURE AND LONG-TERM CARE COST ESTIMATE FOR PHOSPHOGYPSUM STACK SYSTEM[1]

Date: _____ Date of Review: _____

Reviewer Signature: _____

INSTRUCTIONS:

1. Appendix 8 (Table 3.5) provides the three areas of primary costs associated with the Phosphogypsum Stack System Closure Plan: physical closure cost; Long-Term Care cost; and annual water treatment costs.
2. This form shall be used to provide the information regarding adjustments to the Cost Estimate as directed in Section II of Appendix 2.
3. For annual inflationary adjustments, fill in all sections, below, as appropriate. If using the inflationary factor, fill in Section II.A, below. If recalculating the Cost Estimate in Current Dollars, fill in Section II.B, below.
4. Every fifth year, Simplot shall make an adjustment to the Cost Estimate as directed by Paragraph 4.d. of Section II, Appendix 2 ("Substantive Adjustment").
5. The Attachment B-1 Forms 1-3 and Section II.B, below, shall be completed for the Substantive Adjustment to the Cost Estimate that is to be provided with the submittal of the updated Closure Plan (see Paragraph 4(d)(1), Section II of Appendix 2).
6. This form is to be sent to the appropriate individual(s) identified in Section XIV (Notices) of the Consent Decree.
7. All Cost Estimates entered on this form may be rounded to the nearest hundred thousand dollars.

I. GENERAL INFORMATION

Facility Name: _____ EPA ID #: _____

Facility Address: _____

Owner/Operator: _____

Mailing Address: _____

_____

II. COST ESTIMATE ADJUSTMENT

Please check below the appropriate boxes identifying the type of Cost Estimate adjustment under this Section. In addition, Simplot shall complete Attachment B-1 and, if needed, Attachment B-2.

☐ **A. Inflation Factor Adjustment to Cost Estimate**

The Cost Estimate may be adjusted for inflation by using an inflation factor. Please complete the calculations below in each subsection to derive the inflation factor that must be used when adjusting the Cost Estimate for inflation and complete subsections A(1)-(3), below.

[1] The Attachment applies to the closure and Long-Term Care activities associated with a Phosphogypsum Stack System or a Component thereof.

Inflation Factor

[x] Last Published or Imputed Quarterly Deflator _____

[y] Quarterly Deflator in effect at the time of the last Current Dollar Cost Estimate *([identify the Deflator date]):* _____

[x] ÷ [y] Inflation Factor: _____

☐ (1) Adjusted Physical Closure Cost Estimate – Current Dollars

Physical Closure cost (last): _____

Physical Closure cost (last Current Dollar Cost Estimate)		Inflation Factor		**Inflation Adjusted Physical Closure Cost Estimate (Current Dollars)**
_____	X	_____	=	_____

☐ (2) Adjusted Long-Term Care Cost Estimate – Current Dollars

Long-Term Care cost (last): _____

Long-Term Care cost (last Current Dollar Cost Estimate)		Inflation Factor		**Inflation Adjusted Long-Term Care cost (Current Dollars)**
_____	X	_____	=	_____

☐ (3) Adjusted Water Treatment Cost Estimate – Current Dollars

Water Treatment cost (last): _____

Water Treatment cost (last Current Dollar Cost Estimate)		Inflation Factor		**Inflation Adjusted Water Treatment cost (Current Dollars)**
_____	X	_____	=	_____

Total Cost Estimate Using Inflation Factor

Physical Closure Cost Estimate: _____

\+

Long-Term Care Cost Estimate _____

\+

Water Treatment Cost Estimate _____

Total Cost Estimate Financial Assurance _____

☐ **B. Current Dollar and Substantive Adjustment to Cost Estimate**

If performing an annual inflationary adjustment in Current Dollars or a Substantive Adjustment, then submit the certification from the independent qualified professional engineer (box 1).

☐ (1) Certification by Third-Party Engineer

This is to certify that the estimate of physical closure, Long-Term Care, and water treatment costs specified below and in Attachment B-1, pertaining to the engineering features of this Phosphogypsum Stack System, have been examined by me and found to conform to engineering principles applicable to such systems. In my professional judgment, the Cost Estimate is a true, correct and complete representation of the estimated financial liabilities for Stack Closure and Long-Term Care of the Facility as of *[date]*, performed in accordance with the methodology set forth in Section II, Appendix 2, of the Consent Decree

(a) Physical Closure Cost Estimate: _____
   1. Physical Closure costs ($ [*insert current costs*])

(b) Long-Term Care Cost Estimate: _____
   1. Long-Term Care costs ($ [*insert current costs*])

(c) Water Treatment Cost Estimate: _____
   1. Water treatment costs ($ [*insert current costs*])

(d) **Total Cost Estimate:** _____
   (Add lines (a), (b), and (c), above.)

_____ _____
Signature of Engineer Wyoming Registration Number (affix seal)

_____
Name & Title (please type)

_____

_____
Mailing Address

_____
Telephone Number

_____
Engineer E-Mail Address

CLOSURE COST ESTIMATE

A. GYPSUM STACK CLOSURE

Activity	Quantity	Unit	Unit Cost	Total Cost
1. Top Grading and Cover				
1a. General Excavation and Fill		cy		$0
1b. Dewatering, Fine Grading & Compaction		acres		$0
1c. 60-mil HDPE Liner Materials (Lime Ponds)		acres		$0
1d. 60-mil HDPE Liner Installation (Lime Ponds)		acres		$0
1e. 40-mil HDPE Liner Installation (Other Top Ponds)		acres		$0
1f. 40-mil HDPE Liner Installation (Other Top Ponds)		acres		$0
1g. 24" Thick Soil Cover		cy		$0
1h. Grassing by Seeding		acres		$0
1i. Subtotal		**acres**		**$0**
2. Side Slope Grading and Cover				
2a. General Excavation and Fill		cy		$0
2b. Fine Grading & Compaction		acres		$0
2c. Dolomite Addition		acres		$0
2d. 12" Thick Soil Cover		cy		
2e. Grassing by Seeding		acres		$0
2f. Subtotal		**acres**		**$0**
3. Side Slope Drains		**lf**		**$0**
4. Toe Drain		**lf**		**$0**
5. Mid-Slope Swale				
5a. Grading & Compaction		acres		$0
5b. Fine Grading & Compaction		acres		$0
5c. 60-mil HDPE Textured Liner Materials		acres		$0
5d. 60-mil HDPE Textured Liner Installation		acres		$0
5e. 24" Thick Soil Cover (3 mile RT for borrow soil)		cy		$0
5f. Grassing by Seeding & Sodding		acres		$0
5g. Subtotal		**acres**		**$0**
6. Toe Drainage Swale and Surge Ponds				
6a. Grading & Compaction		acres		$0
6b. Fine Grading & Compaction		acres		$0
6c. 60-mil HDPE Textured Liner Materials		acres		$0
6d. 60-mil HDPE Textured Liner Installation		acres		$0
6e. 24" Thick Soil Cover (3 mile RT for borrow soil)		cy		$0
6f. Grassing by Seeding & Sodding		acres		$0
6g. Subtotal		**acres**		**$0**
7. Surface Water Control		**acres**		**$0**
8. Security Fence (existing)		**lf**		**$0**
9. Security Fence Gates and Signage (existing)		**lump**		**$0**
10. Subtotal - Gypsum Stack Construction (Lines 1i, 2f, 3, 4, 5g, 6g, 7-9)		**acres**		**$0**
11. Permitting		**lump**		**$0**
12. Design, Construction Management & QA/QC [%]		**lump**		**$0**
13. Construction Surveying [%]		**lump**		**$0**
SUBTOTAL STACK CLOSURE		**acres**		**$0**

B. RETURN WATER/SURGE POND

1. Grading and Cover		
1a. Dewatering, Fine Grading & Compaction	acres	$0
1b. 40-mil HDPE Liner Materials	acres	$0
1c. 40-mil HDPE Liner Installation	acres	$0
1d. 24" Thick Soil Cover	cy	$0
1e. Grassing by Seeding	acres	$0
1f. Subtotal	**acres**	
2. Surface Water Control	**lump**	**$0**
3. Subtotal	**acres**	**$0**
4. Design, Construction Management & QA/QC [%]	**lump**	**$0**
5. Construction Surveying [%]	**lump**	**$0**
TOTAL RETURN POND CLOSURE COST	**acres**	**$0**

C. LIME SLUDGE POND CLOSURE

1. Grading and Cover		
1a. Dewatering, Drying & Surface Stabilization	acres	$0
1b.12" Thick Soil Cover (80 acres)	cy	$0
1c. 24" Thick Liner Soil Cover (20 acres)	cy	$0
1d. Grassing by Seeding	acres	$0
1e. Subtotal	**acres**	**$0**
2. Surface Water Control	**lump**	
3. Subtotal	**acres**	**$0**
4. Design, Construction Management & QA/QC [%]	**lump**	**$0**
5. Construction Surveying [%]	**lump**	**$0**
LIME SLUDGE POND CLOSURE	**acres**	**$0**

D. 5-YEAR CLOSURE PERIOD O&M AND MONITORING

1. O&M included with Water Treatment and Water Treatment Labor Costs	
2. Surface Water Monitoring included with Long-Term Care Costs	**$0**
3. Groundwater Monitoring included in Long-Term Costs	**$0**

E. ADMINISTRATIVE COSTS during 5-year Closure Period		
1. Project Management, Accounting and Construction Management		
2. Vehicle Rental		**$0**
3. Trustee Expense		**$0**
		$0
SUBTOTAL ADMINISTRATIVE COSTS		
F. REGIONAL CONSTRUCTION FACTOR		
RSMeans 2018, Lakeland Florida to Rock Springs, Wyoming		**$0**
G. CONTINGENCY (5%)		
		$0
TOTAL CLOSURE CONSTRUCTION COST	**acres**	**$0**

LONG-TERM CARE COST ESTIMATE
J.R. SIMPLOT ROCK SPRINGS FACILITY
(Existing Plus 5-Year Geometry)

Post Closure Care Items	Estimated Annual Cost (____Dollars)		
	Initial Closure [5 YEARS]	Pond Closure [10 YEARS]	Post Closure Care [50 YEARS]
1. Administrative, Inspection Costs			
2. Vehicle Costs			
3. Trustee Costs			
4. Site Security/Fence Maintenance			
5. Monitoring Wells Sampling and Testing			
6. Surface Water Sampling and Testing			
7. Mowing			
8. Land Surface Care & Contingency Repairs			
9. Pump Operation, Maintenance			
10. Piezometer Operation, Maint. & Contingency Repairs			
TOTAL ANNUAL COST	**$0**	**$0**	**$0**
TOTAL COST INCLUDING 5% CONTINGENCY ON ITEMS 1, 2 & 3			

NOTES AND ASSUMPTIONS ASSOCIATED WITH
ROW NUMBERS ABOVE:

[redacted]

COST ESTIMATE FOR PROCESS WATER TREATMENT
J.R. SIMPLOT ROCK SPRINGS FACILITY
(Existing Plus 5-Year Geometry)

Item	Process Water			
	Quantity		Treatment	
	Acre - Feet	Billion Gal.	Unit Cost ($/1000 Gal)	Cost (MM$)
1. Ponded Water to Evaporate		0.00		
2. Drainable Pore Water to Evaporate		0.00		
3. Drainable Pore Water to Treat				
4. Total Infiltration		0.00		
5. Water Balance During Closure		0.00		
TOTAL WATER QUANTITY	**0**	**0.00**		

Expenditure Period	Water Treated Billion Gallons	Treatment Cost (MM$)	Avg. Unit Cost ($1000 Gal)	Treatment Cost with Contingency
Year 1 through 5				
Year 6 through 15				
Year 16 through 65				
Year 66 through 150				
TOTAL QUANTITY AND TREATMENT COST	**0.00**	**0.00**		

Notes and Assumptions:

[redacted]

ADJUSTING LONG-TERM CARE AND ASSOCIATED WATER TREATMENT COSTS IN THE CLOSURE PLAN TO CALCULATE CURRENT COSTS

Instructions:

1. *Appendix 8 (Table 3.5) provides the three areas of primary costs associated with the Closure Plan: physical closure cost; Long-Term Care cost; and annual water treatment costs.*
2. *Use the information and formulas, below, to determine the Current Dollars for the physical closure, Long-Term Care and annual water treatment costs in the Closure Plan (i.e., columns [C] and [E], below).*
3. *The physical closure, Long-Term Care and annual water treatment costs in the Closure Plan in Current Dollars to be used in columns [B] and [D], below, shall be derived, as appropriate, by calculating the inflation adjusted physical closure, Long-Term Care and water treatment costs pursuant to Section II.A.(1)-(3) of Attachment B.*

r =	*Inflation Factor*	*As specified in Paragraph 4.b(2), Appendix 2,*
t =	*Year*	*Year in which costs are incurred.*
CE date =	*Year*	*Year in which costs are estimated.*

Year	Physical Closure Costs		Long-Term Care Costs		Associated Water Treatment Costs	
	Current Dollars	Inflated Annual Dollars (as of year in which cost incurred)	Current Dollars	Inflated Annual Dollars (as of year in which cost incurred)	Current Dollars	Inflated Annual Dollars (as of year in which cost incurred)
[A]			[B]	[C] = [B] * (r) ([t] – [CE Date])	[D]	[E] = [D] * (r) ([t] – [CE Date])
2021						
2022						
2023						
2024						
2025						
2026						
2027						
2028						
2029						
2030						
2031						
2032						
2033						
2034						
2035						
2036						
2037						
2038						
2039						

Year	Physical Closure Costs		Long-Term Care Costs		Associated Water Treatment Costs	
	Current Dollars	Inflated Annual Dollars (as of year in which cost incurred)	Current Dollars	Inflated Annual Dollars (as of year in which cost incurred)	Current Dollars	Inflated Annual Dollars (as of year in which cost incurred)
[A]			[B]	[C] = [B] * (r) ([t] – [CE Date])	[D]	[E] = [D] * (r) ([t] – [CE Date])
2040						
2041						
2042						
2043						
2044						
2045						
2046						
2047						
2048						
2049						
2050						
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2071						
2072						
2073						
2074						

Year	Physical Closure Costs		Long-Term Care Costs		Associated Water Treatment Costs	
	Current Dollars	Inflated Annual Dollars (as of year in which cost incurred)	Current Dollars	Inflated Annual Dollars (as of year in which cost incurred)	Current Dollars	Inflated Annual Dollars (as of year in which cost incurred)
[A]			[B]	[C] = [B] * (r) ([t] – [CE Date])	[D]	[E] = [D] * (r) ([t] – [CE Date])
2075						
2076						
2077						
2078						
2079						
2080						
2081						
2082						
2083						
2084						
2085						
2086						
2087						
2088						
2089						
2090						
[...]						

Calculating Annual Costs for Closure

Instructions: According to Appendix 2, Section II, Paragraph 4(f), Simplot shall submit Attachment C with every Cost Estimate. Attachment C must be updated annually only for inflation pursuant to Appendix 2, Section II, Paragraph 4(b), and must be updated every five years pursuant to the requirements in Appendix 2, Section II, Paragraph 4(d). The costs represented in Attachment C are in Current Dollars for the year in which the submittal is required. When filling out Attachment C, use the information and definitions specified below, and provide any assumptions utilized to provide the information. If additional columns are required to accurately represent the annual volume of water to be addressed during Stack Closure or Long-Term Care, insert such information with appropriate notes and assumptions for the additional information.

1. ***Ponded Water Inventory*** *is the annual volume of water to be removed from any process water cooling pond,[1] the water on top of the Phosphogypsum Stack, the return canal and collection ditches, and from other storage or surge ponds, or sumps in excess of ¼ acre, that are part of the Phosphogypsum Stack System.*
2. ***Drainable Pore Water*** *is the annual volume of water contained within the pores of the Phosphogypsum that gravity drains during and after closure of the Phosphogypsum Stack.*
3. ***Total Annual Water Volume*** *is the summation of Ponded Water Inventory, water balance during closure, and Drainable Pore Water.*
4. ***Annual Average Treatment Rate****, in gallons per minute (GPM), is determined by dividing the Total Annual Water Volume by 525,600 minutes per year.*
5. ***Annual Water Treatment Cost*** *is the total annual cost in millions of dollars needed for the Total Annual Water Volume to manage and treat the process water.*
6. ***Planning & Closure Period O&M and Monitoring Costs*** *represent annual program management costs, miscellaneous O&M expenses, Surface Water monitoring costs, Groundwater monitoring costs and piezometer installation costs incurred during the fifteen-year closure construction period.*
7. ***Physical Closure Costs*** *represent the annual cost of all materials, labor and equipment to close the Phosphogypsum Stack System including but not limited to: grading and earthwork with soil and Phosphogypsum; HDPE Liner and associated geosynthetics, cost of clay and mixing if utilized, Liner soil cover; side slope Drains; Toe Drains; sumps/pump stations; header pipes; grassing soil and Phosphogypsum surfaces; security fence; Surface Water control; permitting and design services; and construction management, QA/QC, and surveying.*
8. ***Program Management Costs*** *represent the annual costs to manage the Facility during the 50-year Long-Term Care period.*

[1] At this time, March 2020, Rock Springs does not have a process water cooling pond.

9. ***Long-Term Care Cost*** *is based on annual: (a) costs for on-site personnel to conduct maintenance, inspection and care activities during the Long-Term Care period with a 5% contingency allowance; (b) Surface Water and Groundwater monitoring and analysis costs; (c), mowing and land surface care costs; (d) contingency repairs (e.g., restoration of eroded areas); and (e) pump operation and maintenance costs (e.g., convey water from seepage collection system to water treatment).*
10. ***Total Water Treatment and Closure Costs*** *represent the sum of the Annual Water Treatment Costs, Planning & Closure Period O&M and Monitoring Costs, Closure Construction Costs, Long-Term Care Period Program Management Costs, and Long-Term Care Costs.*

Attachment C - ANNUAL COSTS FOR CLOSURE
_____ FACILITY
Year 20__ CURRENT CONDITION CLOSURE

Period	Sequence Year	Calendar Year	Physical Closure Cost ($)	Long-Term Care Cost ($)	Water Volume (billion gallons)			Capital Cost for Treatment ($)	Annual Average Treatment Rate (gpm)	Annual Water Treatment Cost ($)	Total Annual Cost ($)
					Ponded Water Inventory	Drainable Pore Water	Total Annual Water Volume				
15-year Closure Construction Period	1	20__									
	2	20__									
	3	20__									
	4	20__									
	5	20__									
	6	20__									
	7	20__									
	8	20__									
	9	20__									
	10	20__									
	11	20__									
	12	20__									
	13	20__									
	14	20__									
	15	**20__**									
50-year Post-Closure Construction Long-Term Care Period	1	20__									
	2	20__									
	3	20__									
	4	20__									
	5	20__									
	6	20__									
	7	20__									
	8	20__									
	9	20__									
	10	20__									
	11	20__									
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	38	20__									
	39	20__									
	40	20__									
	41	20__									
	42	20__									
	43	20__									
	44	20__									
	45	20__									
	46	20__									
	47	20__									
	48	20__									
	49	20__									
	50	**20**									
	100	**20__**									
Total Construction/Care Cost ($)											
Total Water Volume (Billion gal)											
Total Water Treatment Cost ($)											

Instructions: The trust agreement for a trust fund, as specified in Appendix 2 of the Consent Decree, must be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted.

TRUST AGREEMENT

Trust Agreement, the "Agreement," entered into as of [*date*] by and between [*name of the owner or operator*], a [*name of State*] [*insert "corporation," "partnership," "association," or "proprietorship"*], the "Grantor," and [*name of corporate trustee*], [*insert "incorporated in the State of ----" or "a national bank"*], the "Trustee."

Whereas, EPA has entered into a Consent Decree with [*Defendant and the owner or operator of the Facility(ies)*] requiring [*Defendant and the owner or operator of the Facility(ies)*] to provide Financial Assurance that funds will be available when needed for Stack Closure and/or Long-Term Care of its Facility[*ies*] covered under the Consent Decree [*need to insert additional description of the Consent Decree*].

Whereas, the Grantor may elect to establish a trust to provide, in conjunction with other allowable Financial Assurance mechanisms as specified in Appendix 2, for all or part of such Financial Assurance for the Facility[*ies*] identified herein,

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this Agreement, and the Trustee is willing to act as trustee,

Now, Therefore, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:[1]

(a) The term "Grantor" means the owner or operator of the Facility[*ies*] who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term "Trustee" means the Trustee who enters into this Agreement and any Successor Trustee.

Section 2. Identification of Facility[*ies*] and Cost Estimates. This Agreement pertains to the Facility[ies] and Cost Estimates identified on attached Schedule A [*on Schedule A, for each Facility list the EPA and (abbreviation for State Agency) Identification Number, name, address, and the current Stack Closure and/or Long-Term Care Cost Estimates, or portions thereof, for which Financial Assurance is demonstrated by this Agreement*].

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of EPA and [*abbreviation for State Agency*]. The

[1] Any capitalized terms that are not otherwise defined in this Agreement shall have the meaning as set forth in the Consent Decree, or Appendices 2 and 9, as attached thereto.

Grantor and the Trustee intend that no Third Party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by EPA.

Section 4. Payment for Stack Closure and Long-Term Care. The Trustee shall make payments from the Fund only as directed in writing by the appropriate EPA Regional Administrator in accordance with Section 14. The Trustee shall provide for reimbursements to the Grantor or other persons from the Fund for the payment of the costs of Stack Closure and/or Long-Term Care of the Facility[*ies*] covered by this Agreement only as directed in writing by the appropriate EPA Regional Administrator. In addition, the Trustee shall refund to the Grantor only such amounts as the EPA Regional Administrator specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his/her duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

(i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;

(ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and

(iii) The Trustee is authorized to hold cash awaiting investment or distribution un-invested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depositary even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depositary with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.
Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied

against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Semiannual Accounting. The Trustee shall, every six (6) months from the date of establishment of the Fund, furnish to the Grantor and to the appropriate EPA Regional Administrator (or the designee), a statement confirming the value of the Trust and a cumulative and calendar year accounting of the amount the Trustee has released from the Fund for reimbursement of Stack Closure and Long-Term Care expenditures. The Trustee shall furnish additional valuation statements and accountings of the released funds to the Grantor and to the appropriate EPA Regional Administrator, as instructed in writing by the EPA Regional Administrator. Any securities in the Fund shall be valued at market value as of no more than sixty (60) days prior to the Anniversary Date of establishment of the Fund or no more than sixty (60) days prior to a semi-annual accounting. The failure of the Grantor to object in writing to the Trustee within ninety (90) days after the statement has been furnished to the Grantor and the EPA Regional Administrator shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The Successor Trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the Successor Trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a Successor Trustee or for instructions. The Successor Trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the EPA Regional Administrator, and the present Trustee by certified mail ten (10) days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as

provided in Section 9.

Section 14. Instructions to the Trustee.

(a) All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions.

(b) All orders, requests, and instructions by the EPA Regional Administrator to the Trustee shall be in writing, signed by the appropriate EPA Regional Administrator, unless otherwise indicated in instructions to the Trustee as signed by the EPA Regional Administrator. Initial instructions by the EPA Regional Administrator to the Trustee are attached as Exhibit B. New, revised or amended instructions by the EPA Regional Administrator to the Trustee will be dated and appended hereto in this Exhibit and shall be designated Exhibit B followed by a numeric designation (e.g., Exhibit B-1, Exhibit B-2). The Trustee shall act and shall be fully protected in acting in accordance with the EPA Regional Administrator's orders, requests, and instructions.

(c) The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or EPA hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or EPA, except as provided for herein and found in Exhibit B.

Section 15. Notice of Payment. The Trustee shall notify the appropriate EPA Regional Administrator of payment to the trust fund, by certified mail within ten (10) days following said payment to the trust fund. The notice shall contain the name of the Grantor, the date of payment, the amount of payment and the current value of the trust fund.

Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the appropriate EPA Regional Administrator, or by the Trustee and the appropriate EPA Regional Administrator if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the EPA Regional Administrator or by the Trustee and the EPA Regional Administrator if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor, and/or the EPA Regional Administrator issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 19. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Wyoming.

Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. Whenever the term "EPA Regional Administrator" is used, they shall be construed to include the term "or his/her designee." The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

In Witness Whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written: The parties below certify that the wording of this Agreement is identical to the wording specified in Attachment D, Form 1 of Appendix 2 of the Consent Decree [*need to insert more information regarding the description of the CD, such as the name of the case, the case number, etc*].

[Signature of Grantor]

[Title]

Attest:

[Title]

[Seal]

[Signature of Trustee]

Attest:

[Title]

[Seal]

(2) The following is an example of the certification of acknowledgment which must accompany the trust agreement for a trust fund as specified Appendix 2 of the Consent Decree.

State of

_____

County of

_____

On this [*date*], before me personally came [*owner or operator*] to me known, who, being by me duly sworn, did depose and say that she/he resides at [*address*], that she/he is [*title*] of [*corporation*], the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

[Signature of Notary Public]

Instructions: A surety bond guaranteeing payment into a trust fund, as specified in Appendix 2 of the Consent Decree, shall be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted.

[*Letterhead of Bond Issuer*]

FINANCIAL GUARANTEE BOND

Date Bond Executed: _____

Effective Date: _____

Principal: [*Legal name and business address of Defendant*]

Type of organization: [*Insert "individual," "joint venture," "partnership," or "corporation"*]

State of incorporation: _____

Surety[*ies*]: [*Name(s) and business address(es)*]

EPA Identification Number, name, address, and Stack Closure and/or Long-Term Care amount(s) for each Facility guaranteed by this bond [*indicate Stack Closure and/or Long- Term Care amounts separately*]: _____

Total Penal Sum of Bond: $ _____

Surety's Bond Number: _____

Know All Persons By These Presents, That we, the Principal and Surety[*ies*] hereto are firmly bound to EPA in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

Whereas said Principal, the named Defendant, entered into a Consent Decree, [*insert description of the Consent Decree such as name of the case, the case number, etc.*] with EPA pursuant to the Resource Conservation and Recovery Act ("RCRA"), as amended, to resolve civil claims by establishing injunctive relief under the Consent Decree;[1]

Whereas said Principal is required to provide Financial Assurance pursuant to Paragraph 26 of the Consent Decree for Stack Closure and Long-Term Care; and

[1] Any capitalized terms that are not otherwise defined in this Financial Guarantee Bond shall have the meaning as set forth in the Consent Decree, or Appendices 2 and 9, as attached thereto.

Whereas said Principal shall establish a standby trust fund as is required when a financial guarantee bond ("surety bond" or "bond") is used to provide such Financial Assurance:

Now, Therefore, the conditions of the obligation are such that if the Principal shall faithfully, before the beginning of Stack Closure and Long-Term Care [*or insert, as appropriate, either Stack Closure or Long-Term Care if the Financial Assurance provided is limited to one of the obligations*] of each Facility identified above, fund the standby trust fund in the amount(s) identified above for the Facility,

Or, if the Principal shall fund the standby trust fund in such amount(s) within 15 days after a final order to begin Stack Closure and Long-Term Care [*or insert, as appropriate, either Stack Closure or Long-Term Care if the Financial Assurance provided is limited to one of the obligations*] is issued by EPA or a U.S. district court or other court of competent jurisdiction,

Or, if the Principal shall provide alternate Financial Assurance, as specified in Appendix 2 to the Consent Decree and obtain EPA's written approval of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and EPA from the Surety[*ies*], then the obligation of the Surety or Sureties, as applicable, shall be null and void; otherwise it is to remain in full force and effect.

The Surety[*ies*] shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above. Upon notification by EPA that the Principal has failed to perform as guaranteed by this bond, the Surety[*ies*] shall place funds in the amount guaranteed for the Facility[*ies*] into the standby trust fund as directed by EPA.

The liability of the Surety[*ies*] shall not be discharged by any payment or succession of payments hereunder, unless and until such payments or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety[*ies*] hereunder exceed the amount of said penal sum [*insert the following text if more than one Surety is covering the Financial Assurance obligation: "as specified below for each individual Surety"*].

The Surety[*ies*] may cancel the bond by sending notice of cancellation by certified mail to the Principal, EPA and [*insert abbreviation for State Agency*], provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by the Principal and EPA, as evidenced by the return receipts.

The Principal may terminate this bond by sending written notice to the Surety[*ies*], provided, however, that no such notice shall become effective until the Surety[*ies*] receive[*s*] written authorization for termination of the bond by EPA.

Principal and Surety[*ies*] hereby agree to adjust the penal sum of the bond yearly so that it guarantees a new Stack Closure and Long-Term Care [*or insert, as appropriate, either Stack Closure or Long-Term Care if the Financial Assurance provided is limited to one of the obligations*] amount, provided that the penal sum does not increase by more than 20 percent in any one year, and no decrease in the penal sum takes place without the written permission of EPA.

In Witness Whereof, The Principal and Surety[*ies*] have executed this Financial Guarantee Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety[*ies*] and that the wording of this surety bond is identical to the wording specified in Appendix 2, Attachment D, Form 2 of the Consent Decree for a Financial Guarantee Bond.

FOR THE PRINCIPAL:

Date: _____ By [*signature*]: _____

Printed name: _____

Title: _____

Corporate seal: _____

FOR THE CORPORATE SURETY(IES):

[*Name and Address*]

State of incorporation: _____

Liability limit: $_____

Date: _____ By [*signature*]: _____

Printed name: _____

Title: _____

Corporate seal: _____

[*For every co-surety, provide signature(s), corporate seal, and other information in the same manner as for the Surety above.*]

Bond premium: $_____

Instructions: A performance bond guaranteeing performance, as specified in Appendix 2 of the Consent Decree, shall be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted.

[*Letterhead of Bond Issuer*]

PERFORMANCE BOND

Date Bond Executed: _____

Effective Date: _____

Principal: [*Legal name and business address of Defendant*]

Type of organization: [*Insert "individual," "joint venture," "partnership," or "corporation"*]

State of incorporation: _____

Surety[*ies*]: [*Insert name(s) and business address(es)*]

EPA Identification Number, name, address, and Stack Closure and/or Long-Term Care amount(s) for each Facility guaranteed by this performance bond [*indicate Stack Closure and/or Long-Term Care amounts separately*]: _____

Total Penal Sum of Bond: $ _____

Surety's Bond Number: _____

Know All Persons By These Presents, That we, the Principal and Surety[*ies*] hereto are firmly bound to EPA in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

Whereas said Principal, the named Defendant, entered into a Consent Decree, [*insert description of the Consent Decree such as name of the case, the case number, etc.*] with EPA pursuant to the Resource Conservation and Recovery Act ("RCRA"), as amended, to resolve civil claims by establishing injunctive relief under the Consent Decree;[1]

Whereas said Principal is required to provide Financial Assurance pursuant to Paragraph 26 of the Consent Decree for Stack Closure and Long-Term Care, and

[1] Any capitalized terms that are not otherwise defined in this Performance Bond shall have the meaning as set forth in the Consent Decree, or Appendices 2 and 9, as attached thereto.

Whereas said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such Financial Assurance:

Now, Therefore, the conditions of this obligation are such that if the Principal shall faithfully perform Stack Closure, whenever required to do so, of each Facility for which this bond guarantees Stack Closure, in accordance with the Closure Plan and other requirements of the Consent Decree as such Closure Plan and Consent Decree may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

And if the Principal shall faithfully perform Long-Term Care, of each Facility for which this bond guarantees Long-Term Care, in accordance with the Closure Plan and other requirements of the Consent Decree as such Closure Plan and Consent Decree may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

Or, if the Principal shall provide alternate Financial Assurance as specified in Appendix 2 to the Consent Decree, and obtain the EPA's written approval of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and EPA from the Surety[*ies*], then this obligation shall be null and void, otherwise it is to remain in full force and effect. The Surety[*ies*] shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above.

If EPA issues a Work Takeover Notice pursuant to Section VI (Work Takeover) of the Consent Decree stating that the Principal has failed to perform Stack Closure in accordance with the Closure Plan and Consent Decree for a Facility for which this bond guarantees performance of Stack Closure, and the Principal fails within thirty (30) Days to remedy the circumstances giving rise to EPA's issuance of such notice, the Surety[*ies*] shall either perform Stack Closure in accordance with the Closure Plan and the Consent Decree or place the Stack Closure amount guaranteed for the Facility into the standby trust fund as directed by the EPA.

If EPA issues a Work Takeover Notice pursuant to Section VI (Work Takeover) of the Consent Decree stating that the Principal has failed to perform Long-Term Care in accordance with the Closure Plan and Consent Decree for a Facility for which this bond guarantees performance of Long-Term Care, and the Principal fails within thirty (30) Days to remedy the circumstances giving rise to EPA's issuance of such notice, the Surety[*ies*] shall either perform Long-Term Care in accordance with the Closure Plan and the Consent Decree or place the Long-Term Care amount guaranteed for the Facility into the standby trust fund as directed by the EPA.

Upon notification by EPA that the Principal has failed to provide alternate Financial Assurance as required by Appendix 2 to the Consent Decree, and obtain written approval of such assurance from EPA during the 90 days following receipt by both the Principal and EPA of a notice of cancellation of the bond, the Surety[*ies*] shall place funds in the amount guaranteed for the Facility[*ies*] into the standby trust fund as directed by EPA.

The Surety[*ies*] hereby waive[*s*] notification of amendments to the Consent Decree, Initial Closure Plan, Permanent Closure Plan, permits, applicable laws, statutes, rules, and regulations and agrees that no such amendment shall in any way alleviate its [*their*] obligation on this bond.

The liability of the Surety[*ies*] shall not be discharged by any payment or succession of payments hereunder, unless and until such payments or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety[*ies*] hereunder exceed the amount of said penal sum.

The Surety[*ies*] may cancel the bond by sending notice of cancellation by certified mail to the Principal and EPA, provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and EPA, as evidenced by the return receipts.

The Principal may terminate this bond by sending written notice to the Surety[*ies*], provided, however, that no such notice shall become effective until the Surety[*ies*] receive[*s*] written authorization for termination of the bond by EPA.

Principal and Surety[*ies*] hereby agree to adjust the penal sum of the bond yearly so that it guarantees a new Stack Closure and/or Long-Term Care amount, provided that the penal sum does not increase by more than 20 percent in any one year, and no decrease in the penal sum takes place without the written permission of EPA.

In Witness Whereof, The Principal and Surety[*ies*] have executed this Performance Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety[*ies*].

FOR THE PRINCIPAL:

Date: _____

By [*signature*]: _____

Printed name: _____

Title: _____

Corporate seal: _____

FOR THE CORPORATE SURETY(IES):

[*Name and Address*]

State of incorporation: _____

Liability limit: $_____

Date: _____ By [*signature*]: _____

Printed name: _____

Title: _____

Corporate seal: _____

[*For every co-surety, provide signature(s), corporate seal, and other information in the same manner as for the Surety above.*]

Bond premium: $_____

Instructions: A letter of credit guaranteeing payment into a trust fund, as specified in Appendix 2 of the Consent Decree, shall be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted.

IRREVOCABLE STANDBY LETTER OF CREDIT[1]

Regional Administrator, Region __, EPA

Dear Sir(s) or Madam(s): We hereby establish our Irrevocable Standby Letter of Credit No.___ in your favor, at the request and for the account of [*Defendant's, name and address, the owner and/or operator of the Facility(ies)*] up to the aggregate amount of [*insert amount in words*] U.S. dollars $[*insert amount in numbers*], available upon presentation by you of

(1) your sight draft, bearing reference to this letter of credit No. ___, and

(2) your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to Consent Decree [*case name/docket information for consent decree*] entered into pursuant to the Resource Conservation and Recovery Act of 1976, as amended."

This letter of credit is effective as of [*date*] and shall expire on [*date at least 1 year later*], but such expiration date shall be automatically extended for a period of [*at least 1 year*] on [*date*] and on each successive expiration date, unless, at least 120 Days before the current expiration date, we notify both you and [*Defendant's name, the owner and/or operator of the Facility(ies)*] by certified mail that we have decided not to extend this letter of credit beyond the current expiration date. In the event you are so notified, any unused portion of the credit shall be available upon presentation of your sight drafts for 120 Days after the date of receipt by both you and [*Defendant's name, the owner and/or operator of the Facility(ies)*], as shown on the signed return receipts.

Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us, and we shall deposit the entire amount of the draft directly into the Trust Fund (Account No.___) created by the Trust Agreement entered by [*insert Defendant's* name, *the owner and/or operator of the Facility(ies)*], dated ____ 20__, in accordance with your instructions.

[*Signature(s) and title(s) of official(s) of issuing institution*] [*Date*]

This credit is subject to [*insert "the most recent edition of the Uniform Customs and Practice for Documentary Credits, published and copyrighted by the International Chamber of Commerce," or "the Uniform Commercial Code"*].

[1] Any capitalized terms that are not otherwise defined in this Irrevocable Standby Letter of Credit shall have the meaning as set forth in the Consent Decree, or Appendices 2 and 9, as attached thereto.

U.S. Environmental Protection Agency
Regional Administrator
Region __

[*Insert State Agency designation*]
Director

Attention: [*Specify EPA Office and State Office*]

Dear Sir(s) or Madam(s):

In accordance with Appendix 2 of Consent Decree [*case name/docket information for consent decree*] we have established Irrevocable Standby Letter of Credit No. _____ issued by [*name of issuing institution*] on [*issuing date*] in the amount of [*insert amount in words*] U.S. dollars ($[*insert amount in numbers*]) for the following Facility[ies]:

- [*Insert Facility Name*]
- [*EPA Id Number*]
- [*Facility Address*]
- [*Coverage for Stack Closure and/or Long-Term Care*]

I certify that the letter of credit provider is a federally insured financial institution. I certify that the wording of the letter of credit is identical to the wording specified in Attachment D, Form 4, of Appendix 2, of the Consent Decree [*case name/docket information for consent decree*].

Sincerely,

_____
[*Insert Name*]
Chief Financial Officer
[*Insert Company/Defendant Name*]

Instructions: A certificate of insurance, as specified in Appendix 2 of the Consent Decree, shall be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted.

CERTIFICATE OF INSURANCE FOR
STACK CLOSURE AND/OR LONG-TERM CARE[1]

Name and Address of Insurer:
(herein called the "Insurer"): _____

Name and Address of Insured:
(herein called the "Insured"): _____

Facilities Covered: [*List for each Facility: The EPA Identification Number, name, address, and the amount of insurance for Stack Closure and/or the amount of insurance for Long-Term Care (these amounts for all Facilities covered must total the face amount shown below).*]

Face Amount: _____
Policy Number: _____
Effective Date: _____

The Insurer hereby certifies that it has issued to the Insured the policy of insurance identified above to provide financial assurance for [*insert "Phosphogypsum Stack System Closure" or "Stack Closure and Long-Term Care" or "Long-Term Care"*] for the Facility[*ies*] identified above. The Insurer further warrants that such policy conforms in all respects with the requirements of *Paragraph 10.d of Section III, Appendix 2 of the Consent Decree (including Consent Decree name and docket information)*, and as such requirements were constituted on the date shown immediately below. It is agreed that any provision of the policy inconsistent with such requirements of *Paragraph 10.d of Section III, Appendix 2 of the Consent Decree* is hereby amended to eliminate such inconsistency.

Whenever requested by the EPA Regional Administrator[*s*] of the U.S. Environmental Protection Agency ("EPA), the Insurer agrees to furnish the EPA Regional Administrator[*s*] of the EPA a duplicate original of the policy listed above, including all endorsements thereon.

I hereby certify that the wording of this certificate is identical to the wording specified in *Attachment D, Form 5 of Appendix 2 of the Consent Decree* and as such requirements were constituted on the date shown immediately below.

[*Authorized signature for Insurer*] _____
[*Name of person signing*] _____
[*Title of person signing*] _____
Signature of witness or notary: _____
[*Date*] _____

[1] Any capitalized terms that are not otherwise defined in this Certificate for Insurance shall have the meaning as set forth in the Consent Decree, or Appendices 2 and 9, as attached thereto.

Instructions: A surety bond guaranteeing payment into a trust fund for third-party liability, as specified in Appendix 2 of the Consent Decree, shall be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted.

[*Letterhead of Bond Issuer*]

FINANCIAL GUARANTEE BOND

Surety Bond No. [Insert number]

Parties [Insert name and address of owner or operator], Principal, incorporated in [Insert State of incorporation] of [Insert city and State of principal place of business] and [Insert name and address of surety company(ies)], Surety Company(ies), of [Insert surety(ies) place of business].

EPA Identification Number, name, and address for each Facility guaranteed by this bond: ____

	Sudden Accidental Occurrences	Nonsudden Accidental Occurrences
Penal Sum Per Occurrence	[insert amount]	[insert amount]
Annual Aggregate	[insert amount]	[insert amount]

Purpose: This is an agreement between the Surety(ies) and the Principal under which the Surety(ies), its(their) successors and assignees, agree to be responsible for the payment of claims against the Principal for bodily injury and/or property damage to third parties caused by ["sudden" and/or "nonsudden"] accidental occurrences arising from operations of the Facility or group of facilities in the sums prescribed herein; subject to the governing provisions and the following conditions.

Governing Provisions:

The Principal (the named Defendant) entered into a Consent Decree, [*insert description of the Consent Decree such as name of the case, the case number, etc.*] with EPA pursuant to the Resource Conservation and Recovery Act ("RCRA"), as amended, to resolve civil claims by establishing injunctive relief under the Consent Decree.[1]

The Principal is required to provide Financial Assurance pursuant to Paragraph 26 of the Consent Decree for third-party liability.

[1] Any capitalized terms that are not otherwise defined in this Financial Guarantee Bond shall have the meaning as set forth in the Consent Decree, or Appendices 2 and 9, as attached thereto.

Conditions:

(1) The Principal is subject to the applicable governing provisions that require the Principal to have and maintain liability coverage for bodily injury and property damage to third parties caused by [“sudden” and/or “nonsudden”] accidental occurrences arising from operations of the Facility or group of facilities. Such obligation does not apply to any of the following:

(a) Bodily injury or property damage for which [insert Principal] is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that [insert Principal] would be obligated to pay in the absence of the contract or agreement.

(b) Any obligation of [insert Principal] under a workers' compensation, disability benefits, or unemployment compensation law or similar law.

(c) Bodily injury to:

(1) An employee of [insert Principal] arising from, and in the course of, employment by [insert Principal]; or

(2) The spouse, child, parent, brother or sister of that employee as a consequence of, or arising from, and in the course of employment by [insert Principal]. This exclusion applies:

(A) Whether [insert Principal] may be liable as an employer or in any other capacity; and

(B) To any obligation to share damages with or repay another person who must pay damages because of the injury to persons identified in paragraphs (1) and (2).

(d) Bodily injury or property damage arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle or watercraft.

(e) Property damage to:

(1) Any property owned, rented, or occupied by [insert Principal];

(2) Premises that are sold, given away or abandoned by [insert Principal] if the property damage arises out of any part of those premises;

(3) Property loaned to [insert Principal];

(4) Personal property in the care, custody or control of [insert Principal];

(5) That particular part of real property on which [insert Principal] or any contractors or subcontractors working directly or indirectly on behalf of [insert Principal] are performing operations, if the property damage arises out of these operations.

(2) This bond assures that the Principal will satisfy valid third-party liability claims, as described in condition 1.

(3) If the Principal fails to satisfy a valid third-party liability claim, as described above, the Surety(ies) becomes liable on this bond obligation.

(4) The Surety(ies) shall satisfy a third-party liability claim only upon the receipt of one of the following documents:

(a) Certification from the Principal and the third-party claimant(s) that the liability claim should be paid. The certification must be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted:

Certification of Valid Claim

The undersigned, as parties [insert name of Principal] and [insert name and address of third-party claimant(s)], hereby certify that the claim of bodily injury and/or property damage caused by a [sudden or nonsudden] accidental occurrence arising from operating [Principal's] Facility should be paid in the amount of $[ ].

[Signature]

Principal

[Notary] Date

[Signature(s)]

Claimant(s)

[Notary] Date;

or,

(b) A valid final court order establishing a judgment against the Principal for bodily injury or property damage caused by sudden or nonsudden accidental occurrences arising from the operation of the Principal's Facility or group of facilities.

(5) In the event of combination of this bond with another mechanism for liability coverage, this bond will be considered [insert “primary” or “excess”] coverage.

(6) The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond. In no event shall the obligation of the Surety(ies) hereunder exceed the amount of said annual aggregate penal sum, provided that the Surety(ies) furnish(es) notice

to the Regional Administrator forthwith of all claims filed and payments made by the Surety(ies) under this bond.

(7) The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal and the USEPA Regional Administrator for Region [Region #], provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by the Principal and the Regional Administrator, as evidenced by the return receipt.

(8) The Principal may terminate this bond by sending written notice to the Surety(ies) and to the EPA Regional Administrator(s) of the EPA Region(s) in which the bonded Facility(ies) is (are) located.

(9) The Surety(ies) hereby waive(s) notification of amendments to applicable laws, statutes, rules and regulations and agree(s) that no such amendment shall in any way alleviate its (their) obligation on this bond.

(10) This bond is effective from [insert date] (12:01 a.m., standard time, at the address of the Principal as stated herein) and shall continue in force until terminated as described above.

In Witness Whereof, the Principal and Surety(ies) have executed this Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording of this surety bond is identical to the wording specified in Appendix 2, Attachment D, Form 6 of the Consent Decree.

PRINCIPAL

[Signature(s)]

[Name(s)]

[Title(s)]

[Corporate Seal]

CORPORATE SURETY[IES]

[Name and address]

State of incorporation:

Liability Limit: $

[Signature(s)]

[Name(s) and title(s)]

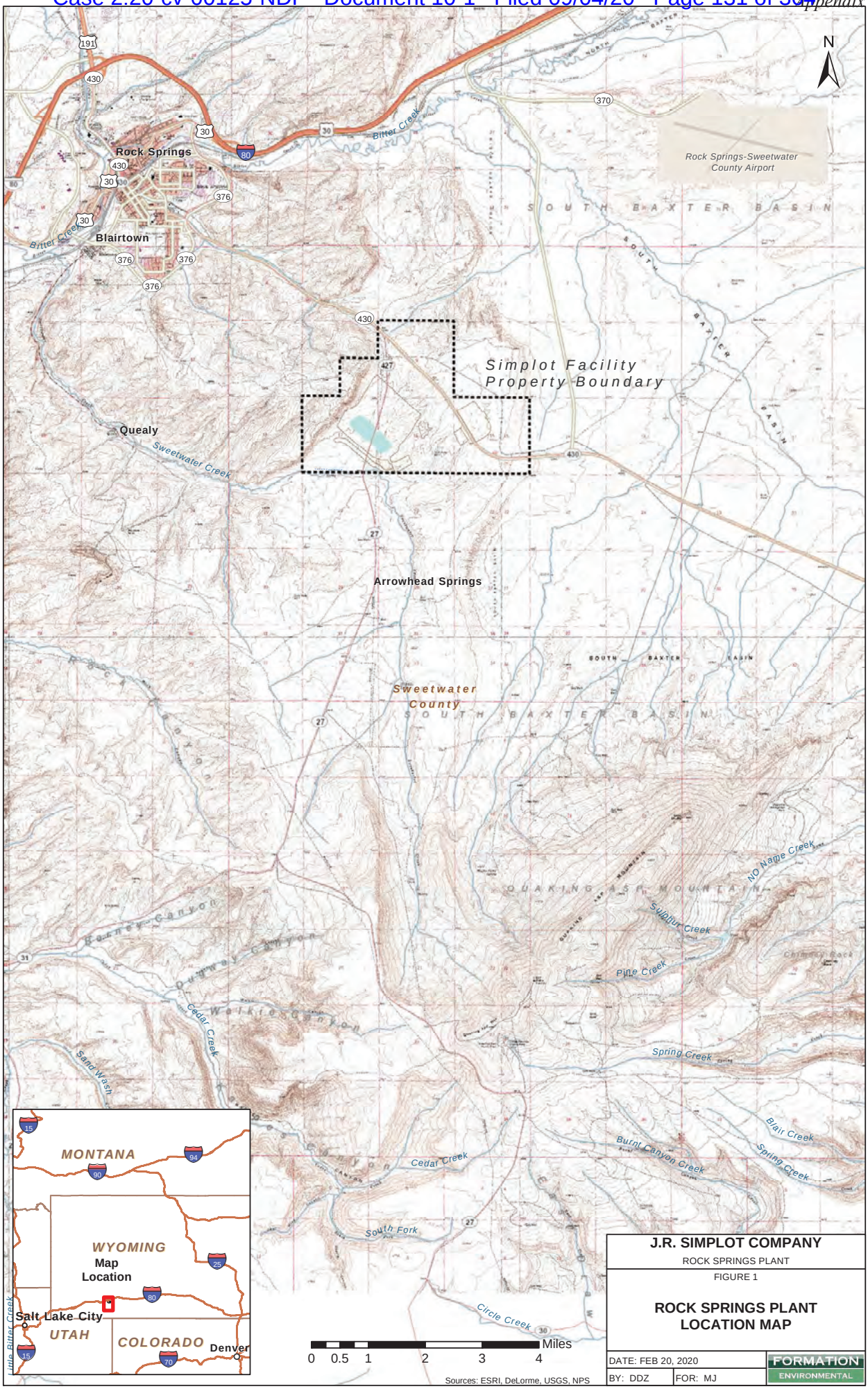
[Corporate seal]

[For every co-surety, provide signature(s), corporate seal, and other information in the same manner as for Surety above.]

Bond premium: $

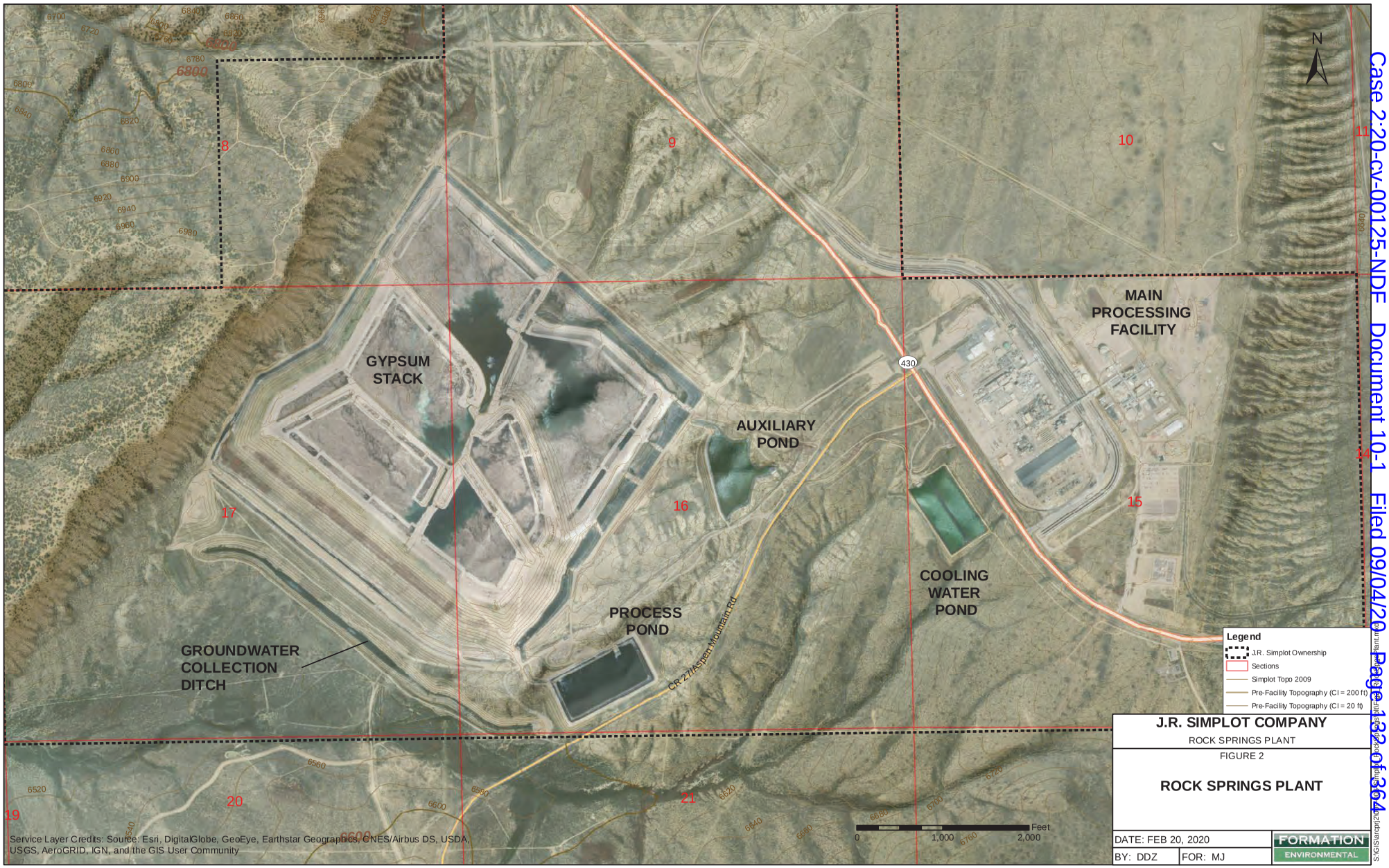
Appendix 3

Site Maps of the Simplot Rock Springs Facility



J.R. SIMPLOT COMPANY
ROCK SPRINGS PLANT
FIGURE 1
ROCK SPRINGS PLANT LOCATION MAP
DATE: FEB 20, 2020
BY: DDZ FOR: MJ
FORMATION ENVIRONMENTAL

S:\GIS\arcmp\2009-006-Simplot_RockSprings\st\Fig1_RockSpgsLoc.mxd



J.R. SIMPLOT COMPANY

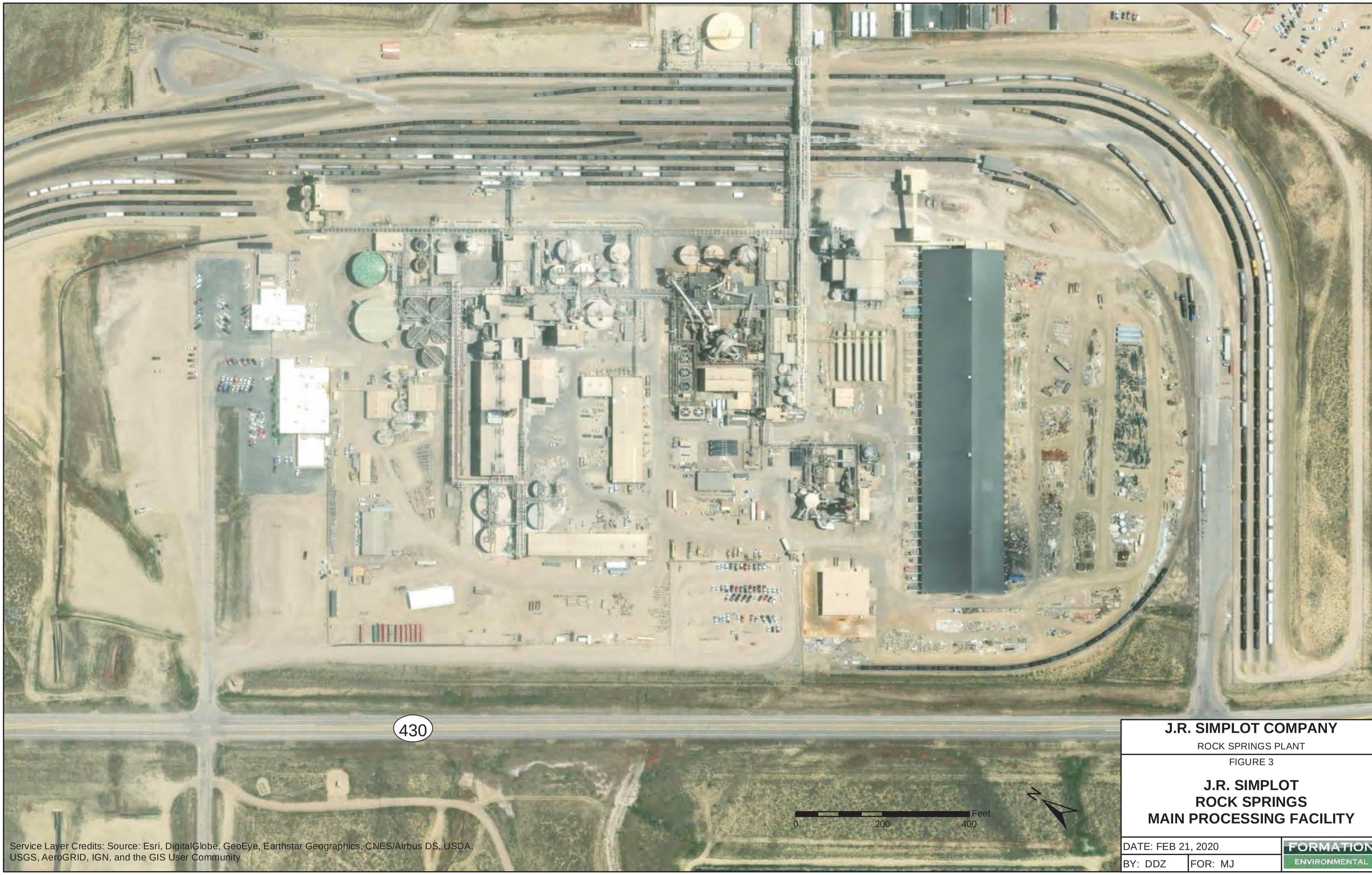
ROCK SPRINGS PLANT

FIGURE 2

ROCK SPRINGS PLANT

DATE: FEB 20, 2020	FORMATION ENVIRONMENTAL
BY: DDZ	FOR: MJ

S:\GIS\arcproj\Simplot\Rock Springs Plant.mxd


430
Feet
0
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400
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Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
J.R. SIMPLOT COMPANY
ROCK SPRINGS PLANT
FIGURE 3
J.R. SIMPLOT
ROCK SPRINGS
MAIN PROCESSING FACILITY
DATE: FEB 21, 2020
BY: DDZ
FOR: MJ
FORMATION
ENVIRONMENTAL

Appendix 4

Facility Report

Facility Report

Rock Springs

Final

May 14, 2020

Corporate Environmental & Regulatory Affairs
1099 W. Front St., Boise, ID 83702
(208) 780-7303

Table of Contents

I. Introduction

All capitalized terms not otherwise defined in this Facility Report will have the meaning set forth in the Consent Decree or in Appendix 9.

A. Purpose

The purposes of this Facility Report are to:

1. Identify Simplot's Upstream Operations, Downstream Operations, Mixed-Use air pollution control devices (APCDs), and Mixed-Use Units at the Facility.

2. Identify compliance projects set forth in Section VI ("Compliance Projects"). Compliance Projects of this Facility Report include the Acid Value Recovery System and the Granulation Recovery System.

3. Identify certain units associated with Simplot's Acid Value Recovery System and Acid Value Recovery Units. Cleaning wastes or other materials from these units will be recovered into Upstream Operations as designated in this Facility Report or to the Acid Value Recovery System in accordance with Section VI (Compliance Projects).

4. Identify certain units associated with Simplot's SPA Recovery Units. Cleaning wastes or other materials from these units will be recovered directly in the Granulation process as designated in this Facility Report or to the Acid Value Recovery System in accordance with Section VI (Compliance Projects).

5. Identify certain Downstream Operations units associated with Simplot's Granulation Recovery System and Granulation Recovery System Units. Cleaning wastes or other materials from these units will be recovered in the Granulation process as designated in this Facility Report or to the Granulation Recovery System in accordance with Section VI (Compliance Projects).

6. Address phosphoric acid product spills and leaks in accordance with Section VII (Containment of Phosphoric Acid Production Related Spills and Leaks).

7. Identify categories of future equipment installations, materials from which may be managed with materials from Upstream Operations when meeting the conditions set forth in Section VIII (Proposed Phosphoric Acid Production Related Operations) and Section IX (Non-Phosphoric Acid

Production Proposed Projects) and Section XI (Authorized Future Installations).

Hazardous wastes generated from the production of sulfuric acid, washes related to the transport of sulfuric acid to the phosphoric acid plant, and wastes generated from the cleaning of sulfuric acid transportation related equipment are not within the scope of this Facility Report.

B. Overview

A major purpose of the Facility Report is to specify how Simplot will handle processing materials from designated units at the Facility.

For the units designated as part of Upstream Operations or Downstream Operations, or identified as Mixed-Use Units, SPA Recovery Units, Acid Value Recovery Units, or Granulation Recovery Units, cleaning wastes or other materials will be handled as described below.

1. Cleaning wastes or other materials generated from Upstream Operations/ Mixed-Use Units

a. Cleaning Solution Materials

i. If Non-Hazardous Aqueous Cleaning Solution (NHACS), Phosphogypsum Stack System Wastewater, and/or Process Wastewater have been used to clean these units, the cleaning wastes or other materials from these units may be input to Upstream Operations or discharged to the Phosphogypsum Stack System.

ii. Prior to commencement of the Acid Value Recovery System, if Sulfuric Acid Cleaning Solution (SACS) is used to clean these units, the cleaning wastes or other materials from these units may continue to be managed consistent with Simplot's "Consolidated Materials Management Practices" report, as described in the Consent Decree in Paragraph 18. Following commencement of operations of the Acid Value Recovery System, if SACS or Acid Value Recovery System effluent are used to clean these units, then the cleaning wastes or other materials from these units may be input to the Acid Value Recovery System for use in Upstream Operations in accordance with Section VI (Compliance Projects), except in the case of an Acid Value Recovery System process upset (see below).

iii. Following commencement of operations of the Acid Value Recovery System, if Simplot does not utilize the Acid Value Recovery System to recover cleaning wastes or other materials identified in (ii) above, or if

any cleaning solutions other than those listed in (i) & (ii) above are used to clean these units, then Simplot must make a RCRA hazardous waste determination, and if the wastes are hazardous, then Simplot shall manage the materials in accordance with RCRA Requirements.

b. Scrubber Materials

Process materials from phosphoric acid operations (e.g., scrubber effluent) may be input to Upstream Operations or discharged to the Phosphogypsum Stack System. Scrubber cleaning materials must be managed as described in 1.a above.

c. Spills and Leaks

These are handled in accordance with Appendix 5.A (Minimizing and Addressing Spills and Leaks) and Section VII (Containment of Phosphoric Acid Production Related Spills and Leaks). Spills and leaks of phosphoric acid, sulfuric acid[1], FSA, SACS, or Acid Value Recovery System effluent in containable impervious areas ("Containable Impervious Areas") may be returned to a tank with similar material or input to the Acid Value Recovery System for use in Upstream Operations in accordance with Section VI (Compliance Projects). Spills and leaks of Process Wastewater, Phosphogypsum Stack System Wastewater, or NHACS in Containable Impervious Areas may be returned to the Phosphogypsum Stack System.

2. Materials Generated from Acid Value Recovery System Operations

a. Acid Value Recovery System Units

Prior to commencement of the Acid Value Recovery System, if SACS, NHACS, Process Wastewater, or Phosphogypsum Stack System Wastewater are used to clean Acid Value Recovery System Units, then the cleaning wastes or other materials from these units may continue to be managed consistent with Simplot's Consolidated Materials Management Practices. Following commencement of operation of the Acid Value Recovery System, SPA secondary solids (filter solids) can be used in the specific Upstream Operations/Mixed-Use Units identified in Section IV.F of this Facility Report or in Granulation. Following commencement of operations of the Acid Value Recovery System, if SACS, NHACS, Process Wastewater, Phosphogypsum Stack System Wastewater, or Acid Value

[1] This is only for incidental spills and leaks of sulfuric acid in the phosphoric acid manufacturing area. In the phosphoric acid manufacturing area, the infrastructure is set up to manage phosphoric acid materials. For other spills and leaks of sulfuric acid, where they can be segregated, the acid will be recovered for use or managed according to RCRA Requirements.

Recovery System effluent are used to clean SPA Recovery Units, or Acid Value Recovery System Units, then the materials from these units may be input to the Acid Value Recovery System for use in Upstream Operations in accordance with Section VI (Compliance Projects).

b. Acid Value Recovery Tank(s)

Influents to the Acid Value Recovery Tank(s) are limited to the following: (i) cleaning wastes or other materials generated from the use of SACS, FSA, NHACS, Phosphogypsum Stack System Wastewater, Process Wastewater, and Acid Value Recovery System effluent; (ii) materials from SPA Recovery Units; (iii) spills and leaks per 1.c above; and (iv) sulfuric acid for SACS make-up. Acid Value Recovery Tank(s) operation is described in Section VI.A.2. Project Operations of this Facility Report. Acid Value Recovery Tank(s) Effluent may be input to Upstream Operations or used for cleaning of the Acid Value Recovery System Units and returned to the Acid Value Recovery System. The Acid Value Recovery Tank(s) itself is designated as an Acid Value Recovery System Unit, and therefore for materials generated from cleaning the Acid Value Recovery Tank(s) itself, see 2.a above.

c. Process Upsets

In the event of a process upset that prevents the recovery of cleaning solutions via the Acid Value Recovery System, then Simplot (1) must not discharge to the Phosphogypsum Stack System any SACS or Acid Value Recovery System effluent used in cleaning those units affected by the process upset; and (2) must make a RCRA hazardous waste determination of any cleaning wastes or other materials generated from Acid Value Recovery System Units and/or SPA Recovery Units, and if the wastes are hazardous, then Simplot shall manage such wastes in accordance with RCRA Requirements.

3. Materials Generated from Granulation Recovery System Units and Tank(s)

a. Granulation Recovery System Units

If SACS, NHACS, Process Wastewater, Phosphogypsum Stack System Wastewater, or Granulation Recovery System effluent are used to clean Granulation Recovery System Units, then the cleaning wastes or other materials from these units may be input to the Granulation Recovery System for use in Downstream Operations in accordance with Section VI (Compliance Projects). If the cleaning wastes or other materials are non-hazardous, then these wastes or other materials can be sent to the Phosphogypsum Stack.

b. Granulation Recovery Tank(s)

Influents to the Granulation recovery tank(s) ("Granulation Recovery Tanks") are limited to the following: (i) Phosphogypsum Stack System Wastewater, Process Wastewater, NHACS, SACS, and Granulation Recovery System effluent; and (ii) spills and leaks of phosphoric acid, sulfuric acid[2], SACS, or Granulation Recovery System effluent in Containable Impervious Areas. Granulation Recovery Tank(s) operation as described in Section VI (Compliance Projects) and Section VI.B.2 Project Operations of this Facility Report. The Granulation Recovery Tank(s) itself is designated as a Granulation Recovery System Unit, and therefore for cleaning wastes or other materials generated from cleaning the Granulation Recovery Tank(s) itself, see 3.a above.

c. Process Upsets

In the event of a process upset that prevents the recovery of cleaning solutions via the Granulation Recovery System, then Simplot must make a hazardous waste determination of cleaning wastes or other materials generated from those units affected by the process upset, and if the wastes are hazardous, then Simplot shall manage the wastes in accordance with RCRA Requirements.

4. Materials Generated from Downstream Operations Only

If materials from Downstream Operations are not sent to the Granulation Recovery System or Acid Value Recovery System for recovery and reuse, then a hazardous waste determination will be made, and if the wastes are hazardous, then Simplot shall manage the wastes in accordance with RCRA Requirements.

[2] This is only for incidental spills and leaks of sulfuric acid in the Granulation manufacturing area. In the Granulation manufacturing area, the infrastructure is set up to manage phosphoric acid and ammonium phosphate materials. For other spills and leaks of sulfuric acid, where they can be segregated, the acid will be recovered for use or managed according to RCRA Requirements.

II. Background[3]

Simplot's Rock Springs Facility ("Facility") produces both liquid and granular fertilizer products. 69% phosphoric acid (commonly known as Super Phosphoric Acid or "SPA") and fluorosilicic acid ("FSA") are produced as liquid products. Both MAP and 40 Rock™ granular products are manufactured in a single production train designated as Granulation. Ammonia and phosphoric acid are the primary reactants for MAP and 40 Rock™ and are consumed in the production of ammoniated fertilizers on-site. Commercial FSA is produced from process condensate generated in the phosphoric evaporation areas.

Phosphoric acid is produced by the reaction of phosphate rock with sulfuric acid in two isothermal reactors. The reaction yields phosphoric acid and Phosphogypsum. Phosphogypsum is filtered from the phosphoric acid on three filter tables, slurried with Process Wastewater in three gypsum slurry tanks and the resultant slurry is pumped to the lined Phosphogypsum Stack System. Because the production of phosphoric acid is a water-intensive process and water is used throughout the process (e.g., as acid dilution, evaporators, condensers, and as a pipe and tank cleaning agent), approximately 120 million to 170 million gallons of Process Wastewater are constantly stored in and circulating throughout the Facility's Phosphogypsum Stack System and the phosphoric acid production process.

The Phosphogypsum Stack and Process Wastewater Return Pond are lined with a synthetic 16 oz. non-woven polypropylene geotextile and a 60 to 80 mil high density polyethylene liner over that. The Facility is not authorized to discharge any process water to the environment under environmental permits.

[3] This Background Section is provided solely for informative purposes and is not a definitive or exhaustive description of the Facility or its operations.

III. Products at Simplot Rock Springs

The Facility manufactures phosphoric acid, which can be used to make both granular and liquid fertilizer products. Three primary concentrations of phosphoric acid, as described below, are used to produce: MAP, 40 Rock, 16-20-0, or liquid fertilizer products:

- 28% phosphoric acid is routed to MAP, 40 Rock, or 16-20-0 production and to further concentration steps;
- 44% phosphoric acid is routed to MAP, 40 Rock, or 16-20-0 production, and to further concentration steps;
- 54% clarified phosphoric acid (greater than 1% solids) can be routed to either MAP, 40 Rock, or 16-20-0. 54% phosphoric acid can be evaporated to a 69% phosphoric acid, or SPA. 54% clarified phosphoric acid (greater than 1% solids) can also be sold directly as MGA.

The Facility also produces FSA.

IV. Phosphoric Acid, FSA, and SPA Production – Phosphoric Acid Plant

The Facility's phosphoric acid plant ("Phosphoric Acid Plant") consists of three filtration buildings, three evaporation buildings, and four clarification and storage areas. One of the filtration buildings, one evaporation building, one clarification area, and two storage areas have a synthetic lining system under the concrete consisting of a 60-mil high density polyethylene liner. The production area is mostly contained with concrete curbing, a concrete containment ditch, and a below-grade high density polyethylene lining system to collect runoff and any incidental spills that may occur The associated sumps in all of the areas are made of reinforced concrete with a synthetic lining system composed of high density polyethylene, polypropylene, or stainless steel. All of the Process Wastewater flows are collected and transferred to the Phosphogypsum Stack System via high density polyethylene lines at a combined flow rate of about 11,000 gallons per minute.

The FSA production area is fed concentrated process condensate primarily from the D and E evaporator circuits with some from C evaporator. Most of the FSA production area has a synthetic lining system under the concrete consisting of a 60 mil high density polyethylene liner. The FSA production area is mostly contained with concrete curbing. There is one sump made of reinforced concrete with a stainless steel lining system composed of high density polyethylene.

A. Standard Acid Flow Configuration

The Phosphoric Acid Plant produces four concentrations of phosphoric acid for use in fertilizer manufacturing: 28% P_2O_5[4], 44% P_2O_5, 54% P_2O_5, 69% P_2O_5[5]. Figure 3 shows the overall production process at the Facility. Deviations from the standard acid flow configuration are necessary on periodic short-term intervals.

The Facility produces phosphoric acid in two reactors designated as #1 Reactor and #2 Reactor. The acid from both reactors mixes at the 28% Clarifiers (MF-1501, MF-1503). Prior to mixing at the 28% Clarifier(s) (MF-1501, MF-1503), the acid flow is as follows:

[4] All concentrations of P_2O_5 are approximate and fluctuate slightly.
[5] Note that although the terms P_2O_5 and phosphoric acid (H_3PO_4) are used interchangeably, the concentrations are not interchangeable. Simplot manufactures phosphoric acid; however, in this document, we refer to the concentration of the acid in terms of P_2O_5 concentration, rather than phosphoric acid concentration. P_2O_5 concentration can be converted to an approximate concentration of phosphoric acid by multiplying by 1.3808. Phosphoric acid is converted to an approximate concentration of P_2O_5 by multiplying by 0.7242.

#1 Reactor:

Post-reactor, unclarified 28% acid overflows to the #1 Filter Feed Tank (MF-1203) and then pumped through the #1 Filter Table (GF-1301) to the #1 Filter #1 Filtrate Box (MS-1308) and/or through the #2 Filter Table (GF-6301) to the #2 Filter #1 Filtrate Box (MS-6308) then to the 28% clarifier(s) (MF-1501, MF-1503).

#2 Reactor:

Post-reactor, unclarified 28% acid overflows to the #2 Filter Feed Tank (MF-1253) and then through the #1 Filter Table (GF-1301) to the #1 Filter #1 Filtrate Box (MS-1308) and/or through the #2 Filter Table (GF-6301) to the #2 Filter #1 Filtrate Box (MS-6308) and/or through the #3 Filter Table (GF-6351) to the #3 Filter #1 Filtrate Pump Box (MS-6358) then to the 28% clarifier(s) (MF-1501, MF-1503).

1. 28% Acid Processed to 28% Clarification

    - 28% acid from the filter table(s) (GF-1301, GF-6301, GF-6351) is pumped to the #1 28% Clarifier and the #2 28% Clarifier (MF-1501, MF-1503).
    - Underflow (solids) from both of the 28% clarifier(s) (MF-1501, MF-1503) are pumped to the #1 filter section of the filter table(s) (GF-1301, GF-6301, GF-6351) for acid recovery.
    - Overflow (clarified acid) from #1 28% Clarifier (MF-1501) is gravity-fed to 28% Storage Tank (MF-1502) and/or #2 28% Storage Tank (MF-1514). Overflow (clarified acid) from the #2 28% Clarifier (MF-1503) is gravity-fed to the #3 28% Storage Tank (MF-1504).

2. Clarified 28% Acid Processed to 44% Clarification

    - A, B, D, and/or E evaporator(s) (GE-1402A, GE-1402B, GE-6401, GE-1450) are fed from the 28% storage tank(s) (MF-1502, MF-1504, MF-1514). The 28% storage tank(s) also feed 28% acid to Granulation.
    - 44% acid from A, B, D, and/or E evaporator(s) (GE-1402A, GE-1402B, GE-6401, GE-1450) is pumped to the 44% Clarifier (MF-6551).
    - Underflow from the 44% Clarifier (MF-6551) is pumped either to the 28% clarifier(s) (MF-1501, MF- 1503), to the 44%/54% Sludge Tank (MF-6508), or to the Pre-Mix Tank (MF-1509).

- Overflow (clarified 44% acid) is gravity-fed from the 44% Clarifier (MF-6551) to the 44% Storage Tank (MF-6552).

3. Clarified 44% Acid Processed to 54% Clarification or Feedstock to Granulation

    - From the 44% Storage Tank (MF-6552) via the 44% Transfer Line(s), 44% acid is pumped to D Evaporator (GE-6401) and/or E Evaporator (GE-1450) for concentration to 54% acid; and/or is pumped to Granulation via the 44% Transfer Line(s) to #1, #2, #3, or #4 Granulation Acid Feed Line(s).

    - Acid from the 44% Storage Tank (MF-6552) via the 44% Transfer Line(s) is also used to fill evaporators A, B, D, and E (GE-1402A, GE-1402B, GE-6401, GE-1450) for startup for 44% evaporation service, and can also be sent to C evaporator (GE-2701) for evaporation to 69% acid.

    - Concentrated 54% acid is pumped from D Evaporator (GE-6401) and/or E Evaporator (GE-1450) to the 54% Clarifier (MF-6503).

    - Underflow (solids) from the 54% Clarifier (MF-6503) is pumped to the 28% clarifier(s) (MF-1501, MF- 1503), to the 44%/54% Sludge Tank (MF-6508), or to the Pre-Mix Tank (MF-1509).

    - Overflow (clarified 54% acid) from the 54% Clarifier (MF-6503) is gravity-fed to the 54% Storage Tank (MF-6504).

4. 54% Storage Tank (MF-6504) to 54% Acid Users via 54% Transfer Line(s)

    - 54% acid is pumped to Granulation via the 54% Transfer Line(s) to #1, #2, #3, or #4 Granulation Acid Feed Line(s).

    - 54% acid is pumped to C Evaporator (GE-2701) for further evaporation to 69% acid.

    - 54% acid is pumped to the 54% Shipping Clarifier (MF-1507) via 54% Transfer Line(s).

    - 54% acid is used to fill D Evaporator (GE-6401) and/or E Evaporator (GE-1450) for startup for 54% acid service via the 54% Transfer Line(s).

5. 54% Shipping Clarifier

    - Overflow (clarified 54% acid) from the 54% Shipping Clarifier (MF-1507) is gravity-fed to the 54% Shipping Storage Tank (MF-2503).
    - Underflow from the 54% Shipping Clarifier (MF-1507) is pumped to the Pre-Mix Tank (MF-1509). Underflow can be pumped to the 28% Clarifier (MF-1501).

6. 54% Shipping Storage Tank

    - Provides 54% acid to rail car and truck load out facilities for shipment or to the Granulation plant for dry product production.

7. 44%/54% Sludge Tank (MF-6508) and/or Pre-Mix Tank (MF-1509)

    - Solids from 44%/54% Sludge Tank (MF-6508) are pumped to either the 28% clarifier(s) (MF-1501, MF- 1503), the Pre-Mix Tank (MF-1509), Granulation Mix Tank (MF-1621), or Granulation Feed Tank (MF-1610).
    - Solids from Pre-Mix Tank (MF-1509) are pumped to either the 28% clarifier(s) (MF-1501, MF- 1503), Granulation Mix Tank (MF-1621), or Granulation Feed Tank (MF-1610).

B. Alternate Acid Flow Configuration

Note: The Facility has the capability to route around all clarifiers and storage tanks within the phosphoric acid process on a temporary basis, except for the following Upstream Operations units:

- #1 or #2 Reactor
- Filter Table(s)
- Gypsum Slurry Tank(s)
- Evaporator(s) A, B, D, or E

When cleaning the 44% clarifier and/or associated storage tanks, the #2 28% clarifier and #3 28% storage tank are converted from 28% acid service to 44% acid clarification and storage. Similarly, when cleaning the 54% clarifier and/or 54% storage tank, the 44% clarifier and storage are converted to 54% service.

C. Phosphoric Acid Transfer to SPA and Downstream Operations

1. Acid Transfer between the Phosphoric Acid Plant and Granulation

The Facility has four primary transfer lines that serve to transport clarified 28%, 44% and/or 54% phosphoric acid from the Phosphoric Acid Plant to the Granulation plant ("Granulation Plant"). The #1, #2, #3, and/or #4 Granulation Acid Feed Line(s) transport 44% and/or 54% acid from the 44% Transfer Line(s) and/or from the 54% Transfer Line(s) to various locations in the Granulation process.

All transfer lines described above are cleaned with cleaning solution to remove precipitated solids and scale to maintain acceptable pressure levels and acid flow rates. The locations of the transfer lines are illustrated in Figure 6. The estimated line lengths and cleaning frequencies are listed in Table 1.

2. Sludge Transfer between the Phosphoric Acid Plant and Granulation

The Facility has two primary transfer lines that serve to transport phosphoric acid sludge streams from the Phosphoric Acid Plant to the Granulation Plant The 44%/54% Sludge Line transports sludge from the 44%/54% Sludge Tank (MF-6508) to the Pre-Mix Tank (MF-1509). The Mixed Sludge Line transports sludge from the Pre-Mix Tank (MF-1509) to the Granulation Plant. The Pre-Mix Tank (MF-1509) can be bypassed sending sludge directly from the 44%/54% Sludge Tank (MF-1509) to the Granulation Mix Tank (MF-1621) and/or Granulation Feed Tank (MF-1610).

All transfer lines described above are cleaned with cleaning solution to remove precipitated solids and scale to maintain acceptable pressure levels and acid flow rates. The locations of the transfer lines are illustrated in Figure 7. The estimated line lengths and cleaning frequencies are listed in Table 2.

3. Acid Transfer between the Phosphoric Acid Plant and C Evaporator

The Facility has two primary transfer lines that serve to transport 54% phosphoric acid from the Phosphoric Acid Plant to C Evaporator. The 54% Transfer Line(s) transport 54% acid from the 54% Storage Tank (MF-6504) to the C Evaporator Feed Line and C Evaporator Feed Line transports 44%/54% into the C Evaporator.

The Facility has two primary transfer lines that serve to transport 44% phosphoric acid from the Phosphoric Acid Plant to C Evaporator. The 44% Transfer Line(s) transport 44% acid from the 44% Storage Tank (MF-6552) to the C Evaporator Feed Line and C Evaporator Feed Line transports 44%/54% into the C Evaporator.

All transfer lines described above are cleaned with cleaning solution to remove precipitated solids and scale to maintain acceptable pressure levels and acid flow rates. The locations of the transfer lines are illustrated in Figure 8. The estimated line lengths and cleaning frequencies are listed in Table 3.

4. Acid Transfer between the Phosphoric Acid Plant and Truck and Rail Load Out

   The Facility has one primary transfer line that serves to transport clarified 54% phosphoric acid from the Phosphoric Acid Plant to the truck and rail load out area. The 54% Transfer to Acid Load Out Line transports 54% acid from the 54% Shipping Storage Tank to the truck and rail load out area for acid load out.

   All transfer lines described above are cleaned with cleaning solution to remove precipitated solids and scale to maintain acceptable pressure levels and acid flow rates. The locations of the transfer lines are illustrated in Figure 9. The estimated line lengths and cleaning frequencies are listed in Table 4.

D. Railcar Cleaning Operations

The Facility washes phosphoric acid railcars using a circulating wash loop from the Car Wash Sump (MF-2504) to the railcar and back to the Car Wash Sump. A non-hazardous aqueous solution is used as make-up water into the Car Wash Sump. When the sump level or wash solution quality requires, the wash material is pumped to the 28% Clarifier (MF-1501) for recovery.

E. FSA Standard Process Configuration

The Facility recovers fluoride vapors from C, D, and E Evaporators. The recovery of fluoride vapors produces process condensate containing fluorides. The FSA production systems produce FSA product with an acid strength of 23- 25% H_2SiF_6 and is typically used by municipalities as a water fluoridation chemical. Process condensate within the D and E evaporation circuits are concentrated with C Evaporator Process Condensate utilized as makeup into these circuits. Once the concentration of the process condensate reaches the desired strength, the process condensate is sent to clarifiers to remove solids. The clarified FSA is pumped through a final cartridge filter element to remove any remaining solids to produce a clear product FSA. The FSA process diagram is shown in Figure 5 and the process steps described below.

1. Process condensate from C, D, and/or E evaporation circuits

   - C Evaporator Process Condensate is pumped to E Evaporator FSA Recirculation Tank (MS-1456), D Evaporator Secondary FSA

Recirculation Tank (MS-6416), and/or D Evaporator Hotwell (MS-6408) for makeup into the scrubbing systems.

- Process vapor containing fluoride from the D Evaporator is scrubbed with a series of sprays within the vapor duct and by the D Evaporator Fluoride Recovery Tower (MF-6404).
- The sprays are supplied from the D Evaporator FSA Recirculation Tank (MS-6406) and the fluoride rich solution from the sprays is collected in the same tank. The solution sent to the recovery tower is supplied from the D Evaporator Secondary FSA Recirculation Tank (MS-6416) and the solution from the recovery tower is collected in this same tank.
- The solutions are recirculated and additional fluoride is recovered in the process condensate. Concentrations within the process condensate are monitored with density meters and controlled by blowing down from the recirculated system and making up with C Evaporator process condensate and/or a non-hazardous aqueous solution.
- Blowdown from the D Evaporator Secondary FSA Recirculation Tank (MS-6416) is routed as makeup to the D Evaporator FSA Recirculation Tank (MS-6406).
- Process vapor containing fluoride from the E Evaporator is captured with a series of sprays within the vapor duct and by the E Evaporator Fluoride Recovery Tower (MF-1451).
- The E Evaporator sprays and tower are supplied from the E Evaporator FSA Recirculation Tank (MS-1456) and the fluoride rich solution from the E Evaporator spray/tower system is collected in the E Evaporator FSA Recirculation Tank (MS-1456).
- The solutions are recirculated and additional fluoride is recovered in the process condensate. Concentrations within the process condensate are monitored with density meters and controlled by blowing down from the recirculated system and making up with C Evaporator process condensate and/or a nonhazardous aqueous solution.
- Blowdown of process condensate from the D Evaporator FSA Recirculation Tank (MS-6406) and the E Evaporator FSA Recirculation Tank (MS-1456) is routed to D Evaporator Acid Sump

(J-6401) when FSA is not being produced (Process Wastewater) or to the FSA Settling Tanks (MS-6701, MS-6702, MS-6703) when FSA is being produced (FSA is "produced" once enters the transfer line to the FSA settling tanks).

2. Filter solids from concentrated FSA and pump to storage

- Once the solids suspended in the FSA are allowed to settle in the FSA Settling Tanks (MS-6701, MS-6702, MS-6703), the clarified FSA is pumped through FSA polishing filters (GF-6701, GF-6702), which provide a final filtration stage for the FSA prior to collection in the FSA Storage Tank (MF-6701).

- The clarified and filtered FSA is transferred to the FSA Storage Tank (MF-6701) as a finished product. From the FSA Storage Tank, railcars or trucks are loaded from the FSA load out pumps (PP-6702A, PP-6702B).

The Facility has one primary transfer line, FSA Shipping Line, that serves to transport FSA between the FSA storage tanks and the rail and truck load out area. The location of the transfer line is illustrated in Figure 10. The line designation and cleaning frequency is listed in Table 5.

F. 69% Acid - SPA Standard Process Configuration

The SPA process described below is illustrated in Figure 4.

C Evaporator (GE-2701) is utilized to further concentrate 44% or 54% acid to 69% acid. After evaporation, the 69% acid is aged and filtered to produce SPA product. The acid flow is as follows:

1. 44%/54% processed to 69%

- From the 54% Storage Tank (MF-6504), 54% acid is pumped to the C Evaporator (GE-2701) or from the 44% Storage Tank (MF-6552), 44% acid is pumped to the C Evaporator (GE-2701) for concentration to 69% acid.

- 69% acid overflows from C Evaporator into the C Evaporator Cooler Tank (MS-2711). The 69% acid is pumped through the SPA Product Cooler (TT-2703), a shell and tube heat exchanger. Once cooled it proceeds to the aging tanks.

2. 69% acid aging and filtration

    - There are 3 aging tanks that are run in series and are labeled #1 Aging Tank (MF-2788), #2 Aging Tank (MF-2773), and #3 Aging Tank (MF-2751). The phosphoric acid is allowed to 'age' by slow cooling and slight agitation which crystallizes impurities in the 69% acid by post-precipitation.

    - From the #3 Aging Tank (MF-2751), the 69% acid passes through a second cooler, the Filter Feed Cooler (TT-2771), and proceeds to the Filter Feed Tank (MS-2771).

    - The solids that were precipitated out in the aging tanks are removed in the SPA Filter Press (GF- 2784).

    - The solids filtered out of the 69% acid with the SPA Filter Press are removed from the filter cloths and collected in the SPA Re-Pulp Sump (GS-2787). The solids still contain approximately 50% P_2O_5 value, and are mixed with a non-hazardous aqueous solution, Process Wastewater, and/or SPA Recovery Unit effluent, to suspend the solids into a pumpable slurry.

    - The re-pulp sump slurry is pumped to the SPA Sludge Tank (MF-2754). This tank stores the phosphate rich slurry and is pumped to the Granulation Mix Tank (MF-1621), Granulation Feed Tank (MF-1610), Pre-Mix Tank (MF-1509), the 44%/54% Sludge Tank (MF-6508), #2 Filter Feed Tank (MF-1253), and/or to the #1, #2, and/or # 3 Filter Tables for recovery.

3. SPA Product to Storage and Shipment

    - The filtered 69% acid is sent to the SPA Filtrate Receiver Tank (MS-2758). Final polishing of the acid occurs in the Filtrate Receiver Tank (MS-2758)

    - The finished SPA product is transferred to two storage tanks, the A and B SPA Shipping Tanks (MF-2759A, MF-2759B). Each tank has an internal steam heater to maintain SPA shipping temperatures about 190F.

    - From the A and B Shipping Tanks (MF-2759A, MF-2759B), SPA product is loaded into railcars.

G. Alternate SPA Flow Configuration

Note: The Facility has the capability to route around all tanks and equipment within the SPA process on a temporary basis, except for the following units:

- C Evaporator
- SPA Filter Feed Tank
- SPA Filter Press
- SPA Re-pulp Sump
- SPA Sludge Tank
- SPA Filtrate Receiver Tank

V. Configuration Equipment Designations

A. Upstream Operations Units

The following processes, tanks, and associated equipment used in the production, concentration, transport, and storage of 28% and 44% phosphoric acid, and the concentration of 44% phosphoric acid to 54% phosphoric acid, serve only Upstream Operations:

1. Tanks

a. Reaction System

i. #1 Reactor (MR-1202)

ii. #1 Reactor Seal Water Tank (MS-1218)

iii. #1 Reactor Filter Feed Tank (MF-1203)

iv. #1 Reactor Vacuum System (MF-1208, MS-1205, PE-1204, MS-1206, PV-1205)

v. #2 Reactor (MR-1252)

vi. #2 Reactor Filter Feed Tank (MF-1253)

vii. #2 Reactor Vacuum System (MS-1258, MS-1255, PE-1254, MS-1256, PV-1255)

b. Filtration System

i. #1 Filter Table (GF-1301)

ii. #1 Filter Filtrate Separator (MS-1301)

iii. #1 Filter #1 Filtrate Box (MS-1308)

iv. #1 Filter #2 Filtrate Box (MS-1309)

v. #1 Filter Table Acid Trap Tank (MS-1305)

vi. #1 Filter Gypsum Slurry Tank (MS-1303)

vii. #1 Filter Wash Water Tank (MS-1307)

viii. #1 Filter Vacuum System (GK-1302, MS-1302, PV-1302)

ix. Wash Water Heater (TT-1303)

x. #2 Filter Table (GF-6301)

xi. #2 Filter Filtrate Separator (MS-6301)

xii. #2 Filter #1 Filtrate Box (MS-6308)

xiii. #2 Filter #2 Filtrate Box (MS-6309)

xiv. #2 Filter Separator Seal Tank (MS-6310)

xv. #2 Filter Gypsum Slurry Tank (MS-6303)

xvi. #2 Filter Wash Water Tank (MS-6307)

xvii. #2 Filter Wash Water Heater (TT-6303)

xviii. #2 Filter Vacuum System (GK-6302, MS-6302, PV-6302)

xix. #3 Filter Table (GF-6351)

xx. #3 Filter Filtrate Separator (MS-6351)

xxi. #3 Filter #1 Filtrate Pump Box (MS-6358)

xxii. #3 Filter #2 Filtrate Pump Box (MS-6359)

xxiii. #3 Filter Separator Seal Tank (MS-6350)

xxiv. #3 Filter Gypsum Slurry Tank (MS-6353)

xxv. #3 Filter Wash Water Tank (MS-6357)

xxvi. #3 Filter Vacuum System (GK-6352, MS-6352, PV-6355)

xxvii. Blend Tank (MF-1251)

c. Clarification and Storage of 28% Phosphoric Acid

i. 28% Clarifier (MF-1501)

ii. #2 28% Clarifier (MF-1503)

iii. 28% Storage Tank (MF-1502)

iv. #2 28% Storage Tank (MF-1514)

v. #3 28% Storage Tank (MF-1504)

vi. #1 28% Clarifier Wash Box (MS-1505)

vii. #2 28% Clarifier Wash Box (MS-1506)

d. Concentration of 28% Phosphoric Acid to 44% Phosphoric Acid

i. A Evaporator (GE-1402A)

ii. A Evaporator Heat Exchanger (TT-1401)

iii. A Evaporator Barometric Condenser (PE-1409A)

iv. A Evaporator Ejector System (PE-1410A, PE-1411A, PE-1412A)

v. B Evaporator (GE-1402B)

vi. B Evaporator Heat Exchanger (TT-1402)

vii. B Evaporator Barometric Condenser (PE-1409B)

viii. B Evaporator Ejector System (PE-1410B, PE-1411B, PE-1412B)

ix. A/B Evaporator Condenser Hotwell (MS-1408)

x. Cooling Water Sump (MT-1308)

e. Clarification of 44% Phosphoric Acid

i. 44% Clarifier Tank (MF-6551)

ii. 44% Clarifier Wash Box (MS-6553)

f. Concentration of 44% Phosphoric Acid to 54% Phosphoric Acid

i. D Evaporator (GE-6401)

ii. D Evaporator Heat Exchanger (TT-6401)

iii. D Evaporator Barometric Condenser (PE-6409)

iv. D Evaporator Ejector System (PE-6410, PE-6411, PE-6412)

v. D Evaporator Hotwell (MS-6408)

vi. D Evaporator Condenser Water Heat Exchanger (TT-6404)

vii. D Evaporator Fluoride Recovery Tower (MF-6404)

viii. D Evaporator FSA Recirculation Tank (MS-6406)

ix. D Evaporator Secondary FSA Recirculation Tank (MS-6416)

x. E Evaporator (GE-1450)

xi. E Evaporator Heat Exchanger (TT-1451)

xii. E Evaporator Barometric Condenser (PE-1459)

xiii. E Evaporator Ejector System (PE-1451, PE-1452, PE-1453)

xiv. E Evaporator Hotwell (MS-1458)

xv. E Evaporator Fluoride Recovery Tower (MF-1451)

xvi. E Evaporator FSA Recirculation Tank (MS-1456)

g. Clarification of 54% Phosphoric Acid

i. 54% Clarifier Tank (MF-6503)

ii. 54% Clarifier Wash Box (MS-6506)

2. Transfer Lines

All lines connecting the equipment listed above are considered Upstream Operations.

3. Air Pollution Control Devices (APCD)

a. C Fume Scrubber System

The C Fume Scrubber System circulates process water to scrub fumes from specific units within the phosphoric acid process ("Phosphoric Acid Process") and the FSA process ("FSA Process"). Make-up to the system is provided by tailings water or D Cooling Pond Water. Blowdown from the system is sent to the Phosphogypsum Stack System or sent to the Badger Fume Scrubber System as make-up.

The following equipment comprises the C Fume Scrubber System:

i. Fume Scrubber C with Separator (GK-6304)

ii. Fume Scrubber C Seal Tank (MS-6304)

iii. Fume Scrubber Fan C (PB-6306)

iv. Fume Stack C (HC-6301)

v. FSR Sump (J-6301)

The C Fume Scrubber System evacuates fumes from the following processes, tanks, and associated equipment in the Phosphoric Acid Plant:

Name	Asset #	Designation
#2 Filter Table	GF-6301	Upstream
FSR Water Collection Sump	J-6301	APCD System
#2 Acid Sump	J-6302	Upstream
D/E Evaporator Sump	J-6401	Upstream
E Evaporator FSA Recirculation Tank	MS-1456	Upstream
E Evaporator Hotwell	MS-1458	Upstream
#2 Filter Vacuum Scrubber Seal Tank	MS-6302	Upstream
#2 Filter Gypsum Slurry Tank	MS-6303	Upstream
Fume Scrubber C Seal Tank	MS-6304	APCD System
#2 Filter Wash Water Tank	MS-6307	Upstream
D Evaporator FSA Recirculation Tank	MS-6406	Upstream
D Evaporator Hotwell	MS-6408	Upstream
D Evaporator Secondary FSA Recirculation Tank	MS-6416	Upstream

B. Mixed-Use Units

The following processes, tanks, and associated equipment in the Phosphoric Acid Plant are Mixed-Use Units:

1. Tanks
   a. 44% Storage Tank (MF-6552)
   b. 54% Storage Tank (MF-6504)
   c. 54% Shipping Clarifier (MF-1507)
   d. Sludge Pre-Mix Tank (MF-1509)
   e. 44% / 54% Sludge Tank (MF-6508)
2. Transfer Lines
   a. 44% Transfer Line(s)
   b. 54% Transfer Line(s)
   c. 44%/54% Sludge Line
3. Air Pollution Control Devices (APCD)
   a. Badger Fume Scrubber System

The Badger Fume Scrubber System circulates process water to scrub fumes from specific units within the Phosphoric Acid Process, the FSA Process, and the SPA process (“SPA Process”). Make-up to the system is provided

by blowdown from the Mustang FSR Sump (J-6301). Blowdown from the system is sent to the Phosphogypsum Stack System or re-used in the Phosphoric Acid Process.

The following equipment comprises the Badger Fume Scrubber System:

i. Fume Scrubber A with Separator (GK-1304A)

ii. Fume Scrubber Seal Tank (MS-1304)

iii. Fume Scrubber Fan A (PB-1306A)

iv. Fume Stack A (HC-1301A)

i. Fume Scrubber B with Separator (GK-1304B)

ii. Fume Scrubber Fan B (PB-1306B)

iii. Fume Stack B (HC-1301B)

iv. FSR Sump (J-1319)

The Badger Fume Scrubber System evacuates fumes from the following processes, tanks, and associated equipment in the Phosphoric Acid Plant:

Name	Asset #	Designation
#1 Filter Table	GF-1301	Upstream
FSR Sump	J-1319	APCD System
Blend Tank	MF-1251	Upstream
#2 Reactor Filter Feed Tank	MF-1253	Upstream
28% Clarifier	MF-1501	Upstream
28% Storage Tank	MF-1502	Upstream
#2 28% Clarifier	MF-1503	Upstream
#3 28% Storage Tank	MF-1504	Upstream
54% Shipping Clarifier	MF-1507	Mixed-Use
Sludge Pre-Mix Tank	MF-1509	Mixed-Use
#2 28% Storage Tank	MF-1514	Upstream
54% Shipping Tank	MF-2503	Downstream
Reactor FSA Circulation Tank	MS-1205	Upstream
#1 Reactor Hot Well	MS-1206	Upstream
#1 Reactor Seal Water Tank	MS-1218	Upstream
#1 Filter Gypsum Slurry Tank	MS-1303	Upstream
#1 Filter Wash Water Tank	MS-1307	Upstream
Tank Farm Collection Tank	MS-1517	Upstream
A/B Evaporator Hotwell	MS-1408	Upstream
FSA Recirculation Tank	MS-1409	Upstream
#2 28% Clarifier Wash Box	MS-1506	Upstream
Wash Box	MS-1510	Upstream
Sludge Pre Mix Tank Wash Box	MS-1512	Mixed-Use
C FSA Recirculation Tank	MS-2706	SPA

Name	Asset #	Designation
C Evaporator Cooler Tank	MS-2711	SPA
SPA Shipping Tank A	MS-2759A	SPA
SPA Shipping Tank B	MS-2759B	SPA
#1 Acid Sump	MT-1311	Upstream
C Evaporator Barometric Sump	MT-2703	SPA

b. D Fume Scrubber System

The D Fume Scrubber System circulates process water to scrub fumes from specific units within the Phosphoric Acid Process and the FSA Process. Make-up to the system is provided by tailings water or D Cooling Pond Water. Blowdown from the system is sent to the Phosphogypsum Stack System or sent to the Badger Fume Scrubber System as make-up.

The following equipment comprises the D Fume Scrubber System:

i. Fume Scrubber with Separator (GK-6354)

ii. Fume Scrubber Seal Tank (MS-6354)

iii. Fume Scrubber Fan (PB-6356)

iv. Fume Stack C (HC-6301)

v. FSR Sump (J-6301)

The D Fume Scrubber System evacuates fumes from the following processes, tanks, and associated equipment in the Phosphoric Acid Plant:

Name	Asset #	Designation
#3 Filter	GF-6351	Upstream
#2 Reactor Acid Sump	J-1251	Upstream
#3 Filter Acid Sump	J-6352	Upstream
#2 Tank Farm Sump	J-6501	Upstream
54% Clarifier	MF-6503	Upstream
54% Storage Tank	MF-6504	Mixed-Use
44% / 54% Sludge Tank	MF-6508	Upstream
44% Clarifier	MF-6551	Upstream
44% Storage Tank	MF-6552	Mixed-Use
#2 Reactor Pre-Condenser Hot Well	MS-1255	Upstream
#2 Reactor Hot Well	MS-1256	Upstream
Vacuum Pump Condenser Seal Tank	MS-6352	Upstream
#3 Filter Gypsum Slurry Tank	MS-6353	Upstream
#3 Filter Wash Water Tank	MS-6357	Upstream
54% Clarifier Wash Box	MS-6506	Upstream
Sludge Tank Wash Box	MS-6511	Upstream
44% Clarifier Wash Box	MS-6553	Upstream

C. SPA Recovery

The following units are associated with the SPA process. The cleaning wastes or other materials from these units will be managed in the Acid Value Recovery System and/or recovered directly in Granulation or other process units as described in Section IV.F.2 of this Facility Report. Two exceptions would be any material that is non-hazardous (such as C evaporator wash material) and the C Evaporator condensate, which will report to the Phosphogypsum Stack System through the phosphoric acid evaporator barometric condenser system.

1. Tanks and Equipment

   a. C Evaporator System

      i. C Evaporator (GE-2701)

      ii. C Startup Tank (MS-2704)

      iii. C Cooler Tank (MS-2711)

      iv. SPA Product Cooler (TT-2703)

      v. C Barometric Condenser System (PE-2714, PE-2706, TT-2708, PE-2722, PE-2705, PE-2707)

      vi. C Fluoride Recovery Tower (MS-2705)

      vii. C FSA Recirculation Tank (MS-2706)

   b. #1 Aging Tank (MF-2788)

   c. #2 Aging Tank (MF-2773)

   d. #3 Aging Tank (MF-2751)

   e. SPA Filter Feed Cooler (TT-2771)

   f. SPA Filter Feed Tank (MS-2711)

   g. SPA Filter (GF-2784)

   h. SPA Re-Pulp Sump (GS-2787)

   i. SPA Filtrate Receiver Tank (MS-2758)

   j. SPA Shipping Tank A (MF-2759A)

   k. SPA Shipping Tank B (MF-2759B)

2. Transfer Lines

   a. C Evaporator Feed Line

   b. Transfer lines from C Evaporator to C Cooler Tank

   c. Transfer lines from C Cooler Tank to SPA Product Cooler

   d. Transfer lines from SPA Product Cooler to SPA Aging Tanks

   e. Transfer lines from SPA Aging Tanks to SPA Filter Feed Cooler

   f. Transfer lines from SPA Filter Feed Cooler to SPA Filter Feed Tank

   g. Transfer lines from SPA Filter Feed Tank to SPA Filter

   h. Transfer lines from SPA Filter to SPA Filtrate Receiver Tank (MS-2758)

   i. Transfer lines from SPA Re-Pulp Sump to SPA Sludge Tank

D. Acid Value Recovery System Units

The following equipment, tanks, and acid transfer lines are identified as Acid Value Recovery Units.

Materials from Acid Value Recovery Units are recovered into Upstream Operations as designated in this Facility Report or to the Acid Value Recovery Tank(s) as described in Section VI (Compliance Projects (Projects 1 and 2)).

The Acid Value Recovery Tank(s) that Simplot will install in accordance with Section VI are also Acid Value Recovery System Units.

1. Tanks / Process Equipment

   a. 54% Shipping Storage Tank (MF-2503)

   b. SPA Sludge Tank (MF-2754)

   c. Granulation Mix Tank (MF-1621)

   d. Granulation Feed Tank (MF-1610)

   e. FSA System

      i. FSA Clarifier #1 (MS-6701)

      ii. FSA Clarifier #2 (MS-6702)

      iii. FSA Clarifier #3 (MS-6703)

iv. FSA Polishing Filter #1 (GF-6701)

v. FSA Polishing Filter #2 (GF-6702)

vi. FSA Storage Tank (MF-6701)

f. Upstream Recovery Units

i. Upstream Recovery Tank(s)

g. Liquid Shipping System

i. Rail Wash / Sump Equipment

2. Transfer Lines

a. #1, #2, #3, #4 Granulation Feed Line(s)

b. Mixed Sludge Line

c. Transfer lines from SPA Sludge Tank to Pre-Mix Tank (MF-1509), the 44%/54% Sludge Tank (MF-6508), #2 Reactor Filter Feed Tank (MF-1253), and to the #1, #2, and # 3 Filter Tables.

d. FSA System

i. Transfer lines from D Evaporator FSA Recirculation Tank (MS-6406, D Evaporator Secondary FSA Recirculation Tank (MS-6416), and E Evaporator FSA Recirculation Tank (MS-1456) to FSA Clarifiers

ii. Transfer lines from FSA Clarifiers to FSA Polishing Filters

iii. Transfer lines from FSA Polishing Filters to FSA Storage Tank

iv. Transfer lines from FSA Storage Tank to Load Out

e. Transfer lines from Upstream Recovery System Units to specific Upstream Units

E. Granulation

The Facility's Granulation process consists of two basic parts: (1) the wet side (e.g., reactor, acid scrubber system); and (2) the dry side (e.g., granulator, dryer).

MAP, 40 Rock, and 16-20-0 manufacturing operations are Downstream Operations; however, the units listed below are Acid Value Recovery Units in wet side service and as such may be recovered in the Acid Value Recovery System.

Cleaning wastes or other materials from the Acid Value Recovery System Units below are recovered into Upstream Operations and/or Granulation operations as

designated in this Facility Report or to the Acid Value Recovery Tank itself as described in Section VI (Compliance Projects (Projects 1 and 2)).

1. Acid Value Recovery System Units

    a. Granulation Mix Tank (MF-1621)

    b. Granulation Feed Tank (MF-1610)

The above two pieces of equipment in the Granulation Plant may also be used as a backup Granulation recovery tank ("Granulation Recovery Tank") as needed. In this situation, the tank will be emptied of its contents and once in service as a Granulation Recovery Tank, the unit will operate in accordance with the Granulation Recovery Tank operation as described in Section VI (Compliance Projects). To return the unit to service as an Acid Value Recovery System Unit, the contents of the tank will be emptied and the tank will be cleaned before being fed its normal contents. After returning the unit to service as an Acid Value Recovery System Unit, cleaning wastes or other materials generated from these tanks will be handled as described in Section VI (Compliance Projects (Projects 1 & 2)).

The following pieces of equipment in the Granulation Plant are Granulation Recovery System Units. Cleaning wastes or other materials from Granulation Recovery System Units are recovered into the Granulation process as designated in this Facility Report or to the Granulation Recovery Tank itself as described in Section VI. Compliance Projects (Projects 3 and 4) of this Facility Report.

1. Granulation Recovery System Units

    a. Granulation Acid Scrubbers

    b. Granulation Reactor

    c. Granulator

    d. Dryer

    e. Cooler

    f. Elevators

    g. Screening and Milling Equipment

    h. Granulation Tail Gas Scrubbers

    i. Acid transfer lines from the Phosphoric Acid Feed Header to the Granulation Plant

j. Acid transfer lines from the Granulation Mix Tank and the Granulation Feed Tank to the Granulation Plant

VI. Compliance Projects

The projects described below are not all the projects listed in Appendix 6 (Compliance Schedule) to the Consent Decree but are the projects that are recovery related – the Acid Value Recovery System and the Granulation Recovery System. The time frames for completion of the projects are found in Appendix 6 (Compliance Schedule).

Projects 1 and 2 comprise a plan that will enable the Facility to clean Upstream Operations, Mixed-Use Units, SPA Recovery Units, and Acid Value Recovery System Units, and recover acid value from the cleaning wastes or other materials as described below.

Projects 3 and 4 are projects related to Granulation and recovery of materials in that process.

A. Acid Value Recovery System Related Projects

The Acid Value Recovery System will enable Simplot to recover the value of cleaning wastes or other materials from pipes, tanks, process equipment, or other storage or transport units that are identified as SPA Recovery Units or Acid Value Recovery System Units in this Facility Report. (See Diagram 1 for an overview of streams handled to and from the Acid Value Recovery Tank(s).) In accordance with Appendix 5.A, the Acid Value Recovery System will enable Simplot to recover spills and leaks in semi-segregable ("Semi-Segregable") and Containable Impervious Areas as described in Section VII: Containment of Phosphoric Acid Production Related Spills and Leaks of this Facility Report. The system will involve instrumentation and lines to allow the recovery of high acid content material from the Semi-Segregable Areas, as well as full recovery from Containable Impervious Areas.

1. Project Descriptions

Project 1: Acid Value Recovery Tank and Wash Solution System in Phosphoric Acid Plant

The Acid Value Recovery Tank and wash solution system project in the Phosphoric Acid Plant will install new tank(s), piping, and controls to enable Simplot to recover the value of cleaning wastes or other materials, as specified in Section VI.A.2 Project Operations below.

Simplot will install two new Acid Value Recovery Tanks for the Acid Value Recovery System. At any one time, one of the tanks may be used in Upstream Operations, Mixed-Use Unit, or other Acid Value Recovery Unit services when not operating as an Acid Value Recovery Tank. After use as an Acid Value Recovery Tank or other Acid Value Recovery Unit, and prior to placing the tank into Upstream Operations or Mixed-Use Unit service, the tank being placed into Upstream Operations or Mixed-Use Unit must be cleaned as

an Acid Value Recovery Unit and any cleaning wastes managed accordingly, after which time, the tank will assume an Upstream Operations designation as defined in paragraph 9 of the Consent Decree. The Acid Value Recovery Tank backup tank(s) will be used during cleaning and/or maintenance of the Acid Value Recovery Tank. Cleaning wastes or other materials from the Acid Value Recovery Tank backup tank will be handled in the same way as the cleaning wastes or other materials from the Acid Value Recovery Tank itself as described in Section VI.A.2 (Project Operations) below.

In addition, new or upgraded pumps, motors, small pump tanks, and instrumentation may be needed to ensure the return of spills and leaks and cleaning wastes or other materials of: (1) phosphoric acid, sulfuric acid, FSA, SACS, SPA Recovery Unit effluent or Acid Value Recovery System effluent; or (2) NHACS, Process Wastewater, or Phosphogypsum Stack System Wastewater when mixed with any of the preceding solutions due to spills, leaks, or cleaning of leaks and spills to the Acid Value Recovery System. Project 1 necessarily coincides with Project 2 below.

Project 2: Recovery System Return Piping

Simplot will install new piping to enable: (1) cleaning of phosphoric acid lines that take materials from the Phosphoric Acid Plant and convey them to Granulation and SPA and then return those cleaning wastes or other materials to the Acid Value Recovery System; (2) cleaning of SPA Recovery Units and Acid Value Recovery Units and return those cleaning wastes or other materials to the Acid Value Recovery System and/or direct them to the Upstream Operations/Mixed-Use Unit operations set forth in VI.A.3 (Acid Value Recovery Options) below; (3) cleaning of the FSA System and return those cleaning wastes or other materials to the Acid Value Recovery System; (4) recovering SPA secondary solids (filter solids) and return those materials to the Acid Value Recovery System, to Upstream Operations/Mixed-Use Unit operations, or directly to Granulation operations; and (5) recovering high acid content material from Semi-Segregable sumps to the Acid Value Recovery Tank and/or to a phosphoric acid storage tank.

2. Project Operations

The Acid Value Recovery System will be comprised of the Acid Value Recovery Tank(s) along with pumps and piping to supply cleaning solution to units that are part of Upstream Operations, or identified as Mixed-Use Units, SPA Recovery Units, or Acid Value Recovery System Units and recover the cleaning wastes or other materials back to the Acid Value Recovery Tank or direct those wastes or other materials to Upstream Operations/Mixed-Use Unit

operations that are considered part of the Acid Value Recovery System as described below.

Prior to cleaning, equipment will be emptied by recovering as much acid as possible back into the Phosphoric Acid, SPA, FSA, or Granulation production processes, which may include final acid draining by opening manways and flowing material across concrete pads to Semi-Segregable or Containable Impervious Sumps.

In accordance with the Consent Decree, the following solutions may be mixed in any combination within the Acid Value Recovery Tank for use in equipment cleaning and subsequent recovery in the Acid Value Recovery System[6]: Phosphogypsum Stack System Wastewater, Process Wastewater, or NHACS mixed with either sulfuric acid, FSA, or phosphoric acid or Acid Value Recovery Tank Effluent.

In accordance with the Consent Decree, the following solutions may be mixed in any combination within SPA equipment for use in equipment cleaning and subsequent recovery in the Acid Value Recovery System[7]: Phosphogypsum Stack System Wastewater, Process Wastewater, or NHACS. These solutions can also be mixed with sulfuric acid, a caustic wash solution, SPA Recovery Unit effluent, or Acid Value Recovery Tank Effluent. The project will also include the development of a dewatering area that is used for mechanically removing solids from units designated as Acid Value Recovery Units and SPA Recovery Units such as pipes, pumps, etc. during repair, maintenance, or turnaround. Solids removal is performed with high pressure cleaning with NHACS or by other mechanical means. If hazardous, pumpable cleaning wastes or other materials (including entrained solids) will be recovered to the Acid Value Recovery System. If non-hazardous, these wastes or other materials can be sent to the Phosphogypsum Stack or recovered within manufacturing operations. Non-pumpable solids, if non-hazardous, will be disposed of in the Phosphogypsum Stack System. If hazardous, these solids will be handled in compliance with RCRA Requirements as defined in Paragraph 9 of the Consent Decree. After cleaning, the equipment is either returned to the plant or disposed of in compliance with applicable law. Units designated as part of Upstream Operations or as Mixed-Use Units may also be cleaned in this area. Wastes or other materials generated from the cleaning of Upstream Operations or Mixed-Use Unit operations can be

[6] If Upstream Operations or Mixed-Use Units are cleaned with Process Wastewater, Phosphogypsum Stack System Wastewater and/or NHACS without the addition of chemicals such as FSA or sulfuric acid, the cleaning wastes or other materials may be discharged to the Phosphogypsum Stack System or used within Upstream Operations.
[7] Caustic wash solution may be sent to the Phosphogypsum Stack System if non-hazardous.

disposed of in the Phosphogypsum Stack System in accordance with Paragraph 17 of the Consent Decree.

3. Acid Value Recovery Options

The Acid Value Recovery System will be engineered to return wastes or other materials generated from cleaning Acid Value Recovery and SPA Recovery Units into Upstream Operations/Mixed-Use Unit operations where their values are recovered or managed through the following (Diagram 2):

a. As a wash on the Phosphogypsum filter, provided that the wash passing through the filter is sent to the phosphoric acid reactor; and/or

b. As direct make up to the phosphoric acid reactors; and/or

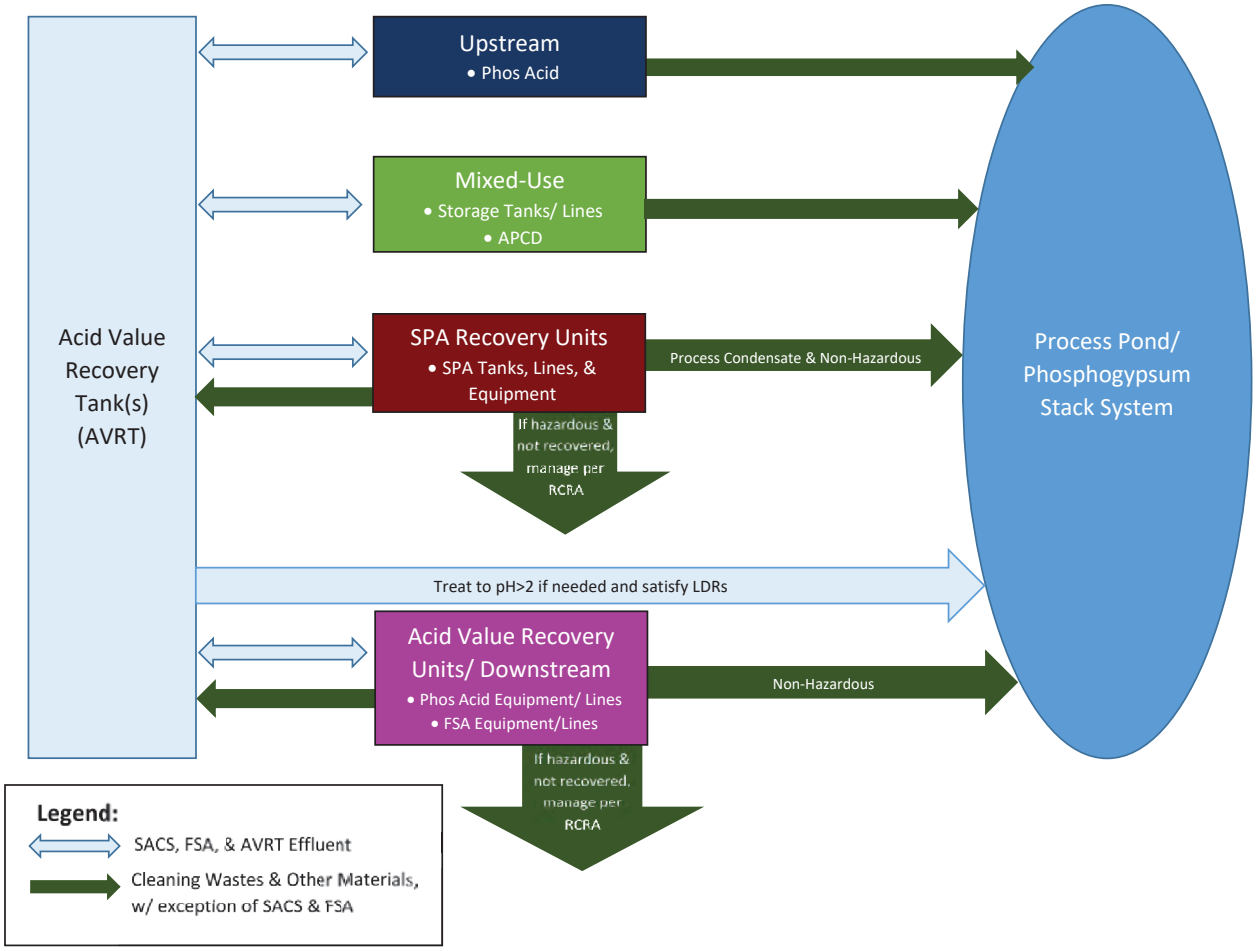
c. Used in a pre-reacted ore process unit, as described in Section VIII(Proposed Phosphoric Acid Production Related Operations).

d. Discharged to the Phosphogypsum Stack System, if in compliance with the LDR standards set forth in 40 C.F.R. Part 268, Subpart D; and/or

e. Placed in the evaporator feed tanks or phosphoric acid storage tanks for recovery, if representative sampling[8] for the stream has shown a P_2O_5 content above 1%.

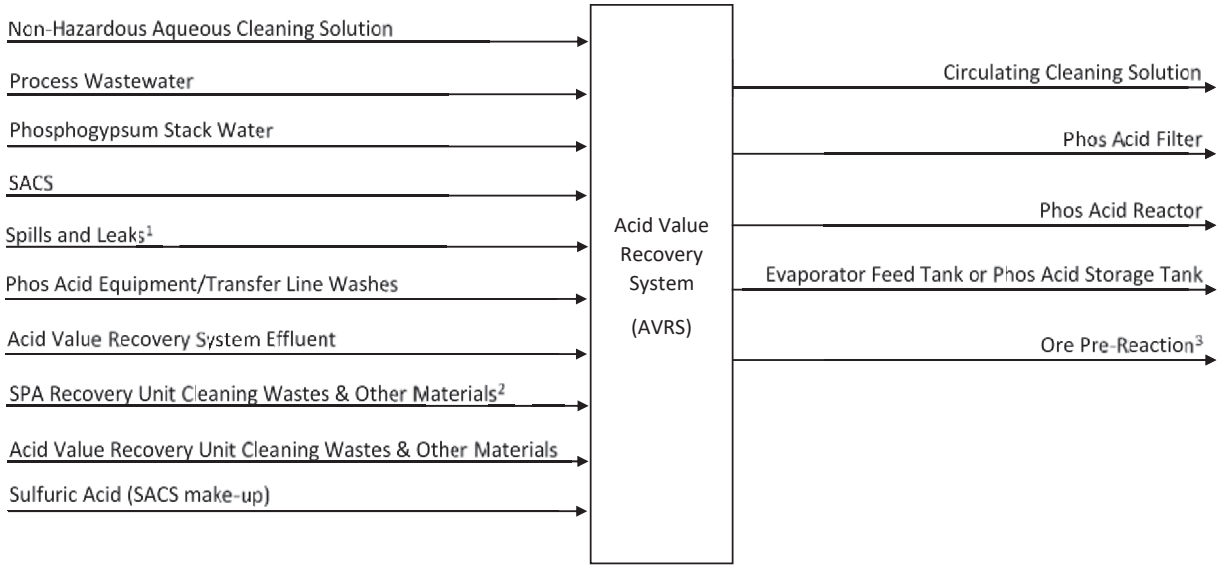
[8] Representative sampling will include quarterly sampling, or sampling at the frequency of generation if cleaning wastes or other materials are generated less than quarterly and may be performed in-house.

Diagram 1. Acid Value Recovery Tank Inputs and Effluents[9]



[9] This diagram is a simplification of the management requirements for the Acid Value Recovery System inputs and effluents. Nothing in this diagram substitutes for or overrides the narrative descriptions in the Facility Report or Appendix 5.A.

Diagram 2. Acid Value Recovery Tank Inputs and Effluents[10]



[1] Spills and leaks include: P_2O_5, H_2SO_4, FSA, and mixtures of the proceeding with Process Wastewater, Phosphogypsum Stack Water, and NHACS
[2] Does not include SPA Process Condensate or non-hazardous wash materials (specifically C Evaporator caustic washes)
[3] Potential Future Project described in Section VIII of the Facility Report

B. Granulation Related Projects

1. Project Descriptions

Project 3. Granulation Recovery System and Wash Solution System in Granulation Plant

Simplot has a Granulation Recovery System for the Granulation Plant installed and operating. The Granulation Recovery System consists of a sump, collection tank, and pumps to transport and recirculate wash solution between the Granulation Recovery System Units, the Granulation Recovery System, and/or consume the wash solution in the Granulation Plant as specified in Section VI.B.2 Project Operations below.

Project 4. Upgrade Granulation Plant Pads and Sumps as Needed

Simplot will modify or install, as needed, containment pads and sumps in the Granulation Plant to improve the capture of spills, leaks, and cleaning solution

[10] This diagram is a simplification of the management requirements for Acid Value Recovery System inputs and effluents. Nothing in this diagram substitutes for or overrides the narrative descriptions in the Facility Report or Appendix 5.A.

so materials may be returned to the Granulation process via the Granulation Recovery System, as identified in the Facility Report.

2. Project Operations

Solutions and solids generated from cleaning Granulation equipment other than Acid Value Recovery System Units as described in the Facility Report will either be recovered in the Granulation process or characterized to determine if they are hazardous under the RCRA Requirements as defined in Paragraph 9 of the Consent Decree for corrosivity (pH equal to or less than 2 or pH equal to or greater than 12.5) and/or toxicity. If they are non-hazardous, then the solids may be transferred to the Phosphogypsum Stack System. The Granulation Recovery System enables Simplot to recover the value of cleaning wastes or other materials generated from the use of SACS, NHACS, Process Wastewater, Phosphogypsum Stack System Wastewater, 54% Phosphoric Acid, or Granulation Recovery System effluent from pipes, tanks, process equipment, or other storage or transport units identified as Granulation Recovery System Units. In accordance with Appendix 5.A, the Granulation Recovery System also enables Simplot to recover spills and leaks in Containable Impervious Areas within the Granulation Plant described in Section VII (Containment of Phosphoric Acid Production Related Spills and Leaks) of this Facility Report.

Granulation dry side equipment, such as the granulator, dryer, cooler, elevators, screens, and milling equipment are cleaned by mechanical means and the material is recovered through the dry reclaim system. High pressure cleaning with NHACS may be used to remove hard scale material and, if hazardous, this material will be recovered to the Granulation Recovery System. If non-hazardous, then this scale material may either be recovered to the Granulation Recovery System or disposed of in the Phosphogypsum Stack System.

NHACS may be used for wash down of the floors, conveyor belts, and other equipment within the Granulation Plant. The resulting streams will be recovered to the Granulation Recovery System. SACS, FSA, Process Wastewater, and Phosphogypsum Stack System Water may not be used to wash down floors within the Granulation Plant.

a. The Granulation Recovery Tank will in turn reuse or recover the recoverable streams as follows:

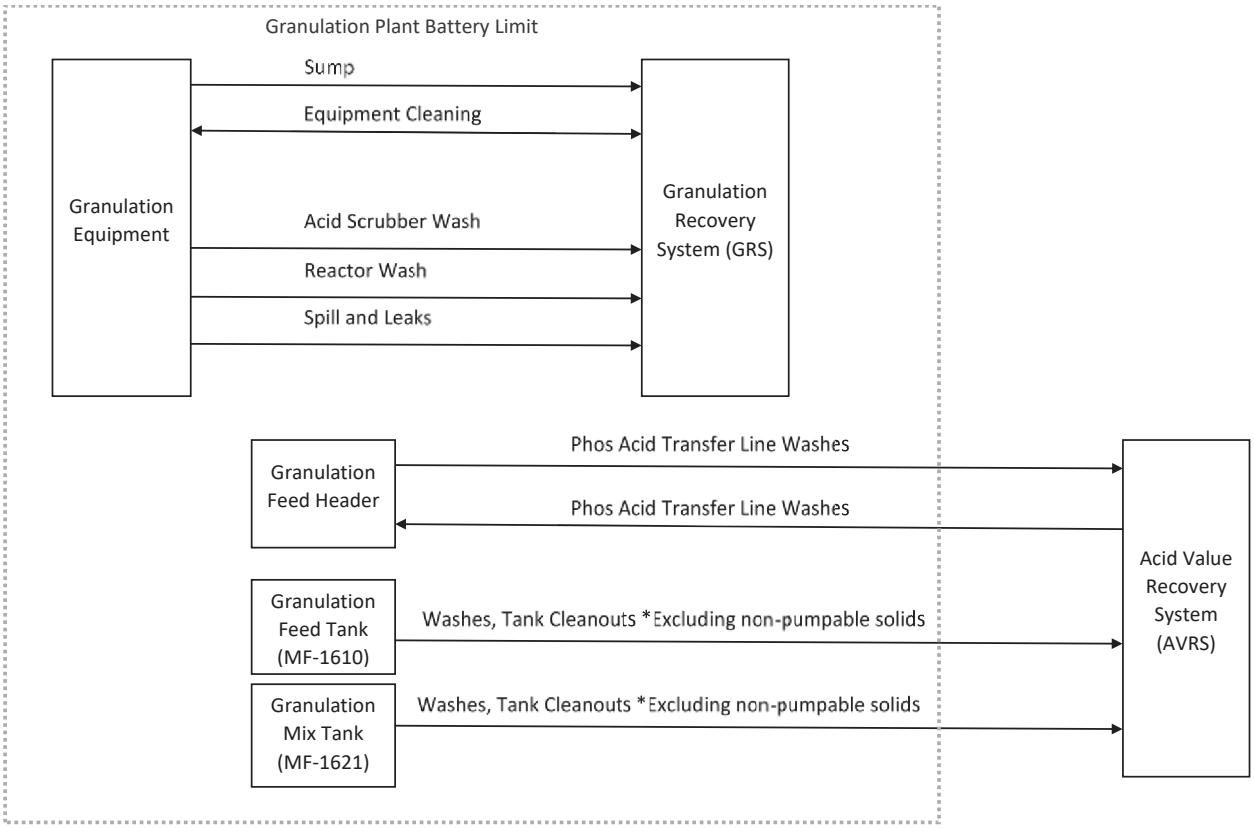
i. Consumed in the acid scrubber system for consumption in the Granulation process; and/or

ii. Consumed in the Granulation reactor; and/or

iii. Recirculated to clean Granulation Recovery System Units.

To clean the Granulation Recovery Tank, Simplot may transfer the contents of the Granulation Recovery Tank to Granulation Plant's Acid Value Recovery System Units described in Section V.E.1 above, as temporary Granulation Recovery Tank(s). The Granulation Recovery Tank will then be washed with a cleaning solution (SACS, Process Wastewater, Phosphogypsum Stack System Wastewater, or NHACS) and the cleaning solution from this cleaning may be recovered to the temporary Granulation Recovery Tank(s), recovered back into Granulation directly, and/or disposed of in accordance with RCRA Requirements.

Diagram 3 – Granulation Plant Equipment and Recovery System Designation along with System Inputs and Effluents[11]



[11] This diagram is a simplification of the management requirements for Granulation Recovery System inputs and effluents. Nothing in this diagram substitutes for or overrides the narrative descriptions in the Facility Report or Appendix 5.

VII. Containment of Phosphoric Acid Production Related Spills and Leaks

A. Non-Segregable Areas (Figure 11)

The concrete pads within the non-segregable areas of the Facility's Phosphoric Acid Plant are sloped towards lined sumps that transport any leaks and spills to the Phosphogypsum Stack System. For the #1, #2, and #3 Acid Sumps, Process Wastewater flows through the sumps at a rate of 300-500 gpm to the HDPE-lined Phosphogypsum Stack System. There are some areas in the Phosphoric Acid Plant area that are not concrete and they are shown with redlines in Figure 12. The non-concrete areas are designated as "other areas" such that spills and leaks in these areas are managed in accordance with RCRA Requirements and any other applicable law.

B. Containable Impervious Areas (Figure 12)

1. SPA Acid and Re-pulp Sump Area
2. SPA Shipping and FSA Area
3. Car Wash Sump Area
4. C Evaporator Area
5. Granulation Plant Area

Spills and leaks of phosphoric acid, sulfuric acid, and FSA onto impervious areas designated by yellow lines in Figure 12 ("containable impervious areas") will be separately contained, and then recovered in accordance with Appendix 5.A. The foregoing does not relieve Simplot of its obligations for any spills and leaks under any applicable law.

C. Semi-Segregable Areas (Figure 13)

1. 44/54 or #2 Tank Farm Area
2. East Phosphoric Acid Pipe rack
3. #1 or Badger Tank Farm Area
4. D/E Evaporator Area

For the Semi-Segregable Area sumps, Process Wastewater has intermittent and unpredictable flows through the sumps at varying rates in the range of several hundred to a few thousand gallons a minute depending upon location and

circumstance. The normal flow path for the sumps in these areas will be to the Phosphogypsum Stack System. Due to the engineered slope of the concrete pad in these areas and the configuration of the Phosphoric Acid Plant, spills and leaks of phosphoric acid, sulfuric acid, SPA, and FSA onto the concrete pad will flow to the sump and mix with the Process Wastewater being pumped from the sump. If high acid content is detected by acid content monitoring instruments, then the entire flow from the sump will be diverted for recovery in accordance with Appendix 5.A (Minimizing and Addressing Spills and Leaks).

D. Other Areas

Any leak or spill of a hazardous material, including phosphoric acid and sulfuric acid, that is not contained within the Containable Impervious Areas, Semi-Segregable Areas, or Non-Segregable Areas of the plant will be managed in accordance with RCRA Requirements and any other applicable law.

VIII. Proposed Phosphoric Acid Production Related Operations

Simplot has advised EPA and WDEQ that it is considering one or more of the following projects at its Rock Springs Facility, but planning has not evolved to where detailed information is available.

A. Upstream Operations Units

The following future installations will be designated as Upstream Units:

[redacted]

Figure 1: [redacted]

B. Mixed-Use Units

The following future installations will be designated as Mixed-Use Units:

[redacted]

C. Partially Upstream Operations, Mixed-Use Units, Acid Value Recovery Units, SPA Recovery Units, and/or Downstream Operations Units

[redacted]

[redacted]

Figure 2: [redacted]

However, the Consent Decree does not bind Simplot to implement the proposed project(s) as depicted in the above figures and diagrams. If Simplot chooses to implement any changes through a different process than any of those depicted in the above figures and diagrams, then the Facility Report will be modified prior to implementation pursuant to Section XVII (Modification) of the Consent Decree, and EPA will determine whether the new process as designed involves Upstream Operations units, Mixed-Use Units, Acid Value Recovery System Units, or Downstream Operations units and amend the Facility Report to memorialize those determinations consistent with the descriptions below. Such determinations will be conditioned upon the new process being built substantially as designed. If the new process deviates from that standard, then EPA will determine whether the new process as built involves Upstream Operations, Mixed-Use Units, Acid Value Recovery System Units, or Downstream Operations and amend the Facility Report to memorialize those determinations consistent with the descriptions above.

IX. Non Phosphoric Acid Production Proposed Project

Simplot has advised EPA that it is considering the following project at its Rock Springs Facility, but planning has not evolved to where detailed information is available. Once Simplot decides to implement this proposed project and the project has identifiable units associated with the process, Simplot should confer with EPA to assign unit designations and modify the Facility Report.

[redacted]

X. Authorized Future Installations

This section applies to future installations that were not considered based on current or proposed projects.

A. Procedure

The projects in (B) below will be deemed Upstream Operations units, Mixed-Use Units, Acid Value Recovery Units or Granulation Recovery Units as applicable, when installed within contained concrete areas and will not require prior approval by EPA provided that:

1. Simplot's Phosphogypsum Stack System is in compliance with the requirements of Appendix 1.B (Phosphogypsum Stack System Construction and Operational Requirements) of the Consent Decree, and that Simplot is in compliance with the Financial Assurance requirements of the Consent Decree (Paragraph 26 and Appendix 2); and

2. Simplot provides EPA with written notice at least ninety (90) Days in advance of the reconfiguration or installation of said project

However, if, as a result of circumstances that require Simplot to install or reconfigure such equipment in less than ninety (90) Days from the time a decision is made to undertake such action, then Simplot will provide written notice to EPA as soon as possible and in all events prior to the installation or reconfiguration of such equipment; and

3. Simplot obtains and/or modifies any permit(s) required by local, state, or federal agencies; and

4. Simplot submits to EPA for approval a modified version of this Facility Report with the changes identified at least sixty (60) Days in advance of the reconfiguration or installation of said project; and

5. If applicable, Simplot submits to EPA for approval any modified section(s) of Appendix 5.A (Minimizing and Addressing Spills and Leaks) at least forty-five (45) Days in advance of the reconfiguration or installation of said project.

B. Future Installations

1. Any existing tank within the battery limits of the Phosphoric Acid Plant (Figure 14) which may or may not be storing phosphoric acid, can be converted to phosphoric acid storage service up to, but excluding, MGA.

Any tank placed into phosphoric acid storage service will be structurally adequate and physically compatible with the contents of the tank.

2. Up to a total of two new phosphoric acid tanks storing First Saleable Product may be added within the battery limits of the Phosphoric Acid Plant (Figure 14), where the stored phosphoric acid product in the new tank(s) will be sent for use in Granulation so long as the new unit performs the same function as the existing Acid Value Recovery System tanks identified in this Facility Report. The installation of more than two such tanks will require advance approval by EPA in order to be considered an Acid Value Recovery Unit.

3. APCDs (scrubbers) may be newly installed, replaced, or modified if they are servicing Upstream Operations or Mixed-Use Units identified in this Facility Report. APCDs may not be reconfigured to service any Downstream Operations or any chemical processes which they are not already serving as identified in this Facility Report.

4. APCDs (scrubbers) may be newly installed, replaced, or modified if they are servicing Acid Value Recovery Units or Downstream Operations units identified in this Facility Report, provided the blowdown from these APCDs is non-hazardous in accordance with RCRA requirements.

5. Phosphoric acid piping systems and underflow piping systems associated with Upstream Operations, Mixed-Use Units, or Acid Value Recovery Units, identified in this Facility Report may be installed, replaced, or modified provided that the replacement or modified systems are located within the battery limits of the Phosphoric Acid Plant (Figure 14) or the tank farms, excluding Granulation, and serve only the phosphoric acid production operations identified in this Facility Report for those Upstream Operations, Mixed-Use Units or Acid Value Recovery Units.

XI. Alternate Equipment Name Reference Tables

Tank/Equipment Name	Tank No.	Type of Service Phos Acid (%) or Other	Alternate Name(s)
#1 Reactor	MR-1202	28	Isothermal Reactor
#1 Reactor Seal Water Tank	MS-1218	Process Water	Reactor Seal Water Tank or
#1 Reactor Filter Feed Tank	MF-1203	28	None
#2 Reactor	MR-1252	28	No. 2 Isothermal Reactor
#2 Reactor Filter Feed Tank	MF-1253	28	None
#1 Filter Table	GF-1301	28	#1 Filter or Badger Filter
#1 Filter Filtrate Separator	MS-1301	28	#1 Fish Tank or Badger Filter Filtrate Separator or Badger Fish Tank
#1 Filter #1 Filtrate Box	MS-1308	28	Badger Filter #1 Filtrate Box
#1 Filter #2 Filtrate Box	MS-1309	Process Water	Badger Filter #2 Filtrate Box
#1 Filter Table Acid Trap Tank	MS-1305	28	#1 Filter Table Acid Trap Seal Tank or Seal Pot or #1 Filter Table Separator Seal Tank or Badger Filter Acid Trap Tank
#1 Filter Gypsum Slurry Tank	MS-1303	Gypsum Slurry	#1 Gyp Tank or Badger Gyp Tank
#1 Filter Wash Water Tank	MS-1307	Process Water	Badger Filter Wash Water Tank
Wash Water Heater	TT-1303	Process Water	Badger Wash Water Heater
#2 Filter Table	GF-6301	28	#2 Filter or Mustang Filter
#2 Filter Filtrate Separator	MS-6301	28	#2 Fish Tank or Mustang Filter Filtrate Separator or Mustang Fish Tank
#2 Filter #1 Filtrate Box	MS-6308	28	Mustang Filter #1 Filtrate Box
#2 Filter #2 Filtrate Box	MS-6309	Process Water	Mustang Filter #2 Filtrate Box
#2 Filter Separator Seal Tank	MS-6310	28	#2 Filter Table Acid Trap Seal Tank or Seal Pot or #2 Filter Table Acid Trap Tank or Mustang Filter Separator Seal Tank
#2 Filter Gypsum Slurry Tank	MS-6303	Gypsum Slurry	#2 Gyp Tank or Mustang Gyp Tank
#2 Filter Wash Water Tank	MS-6307	Process Water	Mustang Filter Wash Water Tank

Tank/Equipment Name	Tank No.	Type of Service Phos Acid (%) or Other	Alternate Name(s)
#2 Filter Wash Water Heater	TT-6303	Process Water	Mustang Filter Wash Water Heater
#3 Filter Table	GF-6351	28	Hatch Filter
#3 Filter Filtrate Separator	MS-6351	28	#3 Fish Tank or Hatch Fish Tank
#3 Filter #1 Filtrate Pump Box	MS-6358	28	Hatch Filter #1 Filtrate Pump Box
#3 Filter #2 Filtrate Pump Box	MS-6359	Process Water	Hatch Filter #2 Filtrate Pump Box
#3 Filter Separator Seal Tank	MS-6350	28	#3 Filter Table Acid Trap Seal Tank or Seal Pot or #3 Filter Table Acid Trap Tank or Hatch Filter Separator Seal Tank
#3 Filter Gypsum Slurry Tank	MS-6353	Gypsum Slurry	#3 Gyp Tank or Hatch Gyp Tank
#3 Filter Wash Water Tank	MS-6357	Process Water	Hatch Filter Wash Water Tank
Blend Tank	MF-1251	Process Water	Pond Water Blend Tank
#1 28% Clarifier	MF-1501	28	Old 28% Clarifier or 28% Clarifier
#2 28% Clarifier	MF-1503	28	New 28% Clarifier
#1 28% Storage Tank	MF-1502	28	Old 28% Storage Tank or 28% Storage Tank
#2 28% Storage Tank	MF-1514	28	New 28% Storage Tank
#3 28% Storage Tank	MF-1504	28	None
#1 28% Clarifier Wash Box	MS-1505	28, 44, Equipment Washes	None
#2 28% Clarifier Wash Box	MS-1506	28, 44, Equipment Washes	None
A Evaporator	GE-1402A	28, 44, 54	None
A Evaporator Heat Exchanger	TT-1401	28, 44, 54	A Evaporator Tube Bundle
A Evaporator Barometric Condenser	PE-1409A	Process Water	A Barometric
A Evaporator Ejector System	PE-1410A, PE-1411A, PE-1412A	Process Water, Steam	None
B Evaporator	GE-1402B	28, 44, 54	None

Tank/Equipment Name	Tank No.	Type of Service Phos Acid (%) or Other	Alternate Name(s)
B Evaporator Heat Exchanger	TT-1402	28, 44, 54	B Evaporator Tube Bundle
B Evaporator Barometric Condenser	PE-1409B	Process Water	B Barometric
B Evaporator Ejector System	PE-1410B, PE-1411B, PE-1412B	Process Water, Steam	None
A/B Evaporator Condenser Hotwell	MS-1408	Process Water	A & B Evaporator Hotwell or A/B Evaporator Hotwell
Cooling Water Sump	MT-1308	Process Water	A & B Evaporator Barometric Sump
Tank Farm Collection Tank	MS-1517	Process Water	Old A & B Evaporator FSA Recirculation Tank or Badger Tank Farm Collection Tank
44% Clarifier Tank	MF-6551	44	44% Clarifier
44%/54% Sludge Tank	MF-6508	44/54 Sludge	Mustang Sludge Tank or 44/54 Sludge Tank
44% Clarifier Wash Box	MS-6553	44, 54, Equipment Washes	None
D Evaporator	GE-6401	28, 44, 54	None
D Evaporator Heat Exchanger	TT-6401	28, 44, 54	D Evaporator Tube Bundle
D Evaporator Barometric Condenser	PE-6409	Process Water	D Evaporator Barometric
D Evaporator Ejector System	PE-6410, PE-6411, PE-6412	Process Water, Steam	None
D Evaporator Hotwell	MS-6408	Process Water	None
D Evaporator Condenser Water Heat Exchanger	TT-6404	Process Water	D Evaporator Plate and Frame
D Evaporator Fluoride Recovery Tower	MF-6404	Process Water	D Evaporator FSA Recovery Tower or D FSA Scrubber Vessel
D Evaporator FSA Recirculation Tank	MS-6406	Process Water	D Evaporator FSA Primary Tank
D Evaporator Secondary FSA Recirculation Tank	MS-6416	Process Water	D Evaporator FSA Secondary Tank
E Evaporator	GE-1450	28, 44, 54	None
E Evaporator Heat Exchanger	TT-1451	28, 44, 54	E Evaporator Tube Bundle
E Evaporator Barometric Condenser	PE-1459	Process Water	E Evaporator Barometric

Tank/Equipment Name	Tank No.	Type of Service Phos Acid (%) or Other	Alternate Name(s)
E Evaporator Ejector System	PE-1451, PE-1452, PE-1453	Process Water, Steam	None
E Evaporator Hotwell	MS-1458	Process Water	None
E Evaporator Fluoride Recovery Tower	MF-1451	Process Water	E Evaporator FSA Recovery Tower or E FSA Scrubber
E Evaporator FSA Recirculation Tank	MS-1456	Process Water	E Evaporator FSA Tank
54% Clarifier Tank	MF-6503	54	54% Clarifier
54% Clarifier Wash Box	MS-6506	44, 54, Equipment Washes	None
44% Storage Tank	MF-6552	44	None
54% Storage Tank	MF-6504	54	None
54% Shipping Clarifier	MF-1507	54	52% Cold Clarifier
Sludge Pre-Mix Tank	MF-1509	44/54/SPA Sludge	Pre-Mix Tank
Badger Fume Scrubber System	GK-1304A, GK-1304B	Fumes & Process Water	A&B Fume Scrubber System or Badger Building (area) Fume Scrubber System or Badger FSR Scrubber
C Fume Scrubber System	GK-6304	Fumes & Process Water	Mustang Building (area) Fume Scrubber System or Mustang Fume Scrubber System or Mustang FSR Scrubber
D Fume Scrubber System	GK-6354	Fumes & Process Water	Hatch Building (area) Fume Scrubber System or Hatch Fume Scrubber System
C Evaporator	GE-2701	44, 54, 69	SPA Evaporator
C Startup Tank	MS-2704	NHACS	C Wash Startup Tank
C Evaporator Cooler Tank	MS-2711	69	C Cooler Tank
SPA Product Cooler	TT-2703	69	None
C Fluoride Recovery Tower	MS-2705	SPA Process Condensate	C FSA Recovery Tower
C FSA Recirculation Tank	MS-2706	SPA Process Condensate	C FSA Tank or C FSA Scrubber Tank
#1 Aging Tank	MF-2788	69	None
#2 Aging Tank	MF-2773	69	None

Tank/Equipment Name	Tank No.	Type of Service Phos Acid (%) or Other	Alternate Name(s)
#3 Aging Tank	MF-2751	69	None
SPA Filter Feed Cooler	TT-2771	69	None
SPA Filter Feed Tank	MS-2711	69	Filter Feed Tank
SPA Filter Press	GF-2784	69	Filter Press or SPA Filter
SPA Re-Pulp Sump	GS-2787	SPA Sludge	Re-Pulp Sump
SPA Filtrate Receiver Tank	MS-2758	69	Receiver Tank
SPA Shipping Tank A	MF-2759A	69	A Tank
SPA Shipping Tank B	MF-2759B	69	B Tank
54% Shipping Storage Tank	MF-2503	54	52% Cold Storage or 54% Shipping Tank
SPA Sludge Tank	MF-2754	SPA Sludge	Sludge Tank
Granulation Mix Tank	MF-1621	44/54/SPA Sludge	Mix Tank
Granulation Feed Tank	MF-1610	44/54/SPA Sludge	Sludge Feed Tank
FSA Clarifier #1	MS-6701	FSA	FSA Settling Tank #1
FSA Clarifier #2	MS-6702	FSA	FSA Settling Tank #2
FSA Clarifier #3	MS-6703	FSA	FSA Settling Tank #3
FSA Polishing Filter #1	GF-6701	FSA	FSA Filter or FSA Product Filter
FSA Polishing Filter #2	GF-6702	FSA	FSA Filter or FSA Product Filter
FSA Storage Tank	MF-6701	FSA	FSA Product Tank

Line Name	Phos Acid Service (%)	From	To	Alternate Name(s)
#1, #2, #3, #4 Granulation Feed Line(s)	44, 54	44% Transfer Line(s) and/or 54% Transfer Line(s)	Granulation	#1, #2, #3, #4 Granulation Transfer Line(s) or 44 & 54 Feed Lines
Mixed Sludge Line	44/54/SPA Sludge	Pre-Mix Tank or 44%/54% Sludge Line	Granulation	1510 Line

Line Name	Phos Acid Service (%)	From	To	Alternate Name(s)
44% Transfer Line(s)	44	44% Storage Tank	#1, #2, #3, #4 Granulation Feed Line(s); C Evaporator Feed Line; A,B,D,E Evaporators	None
54% Transfer Line(s)	54	54% Storage Tank	#1, #2, #3, #4 Granulation Feed Line(s); C Evaporator Feed Line; 54% Shipping Clarifier; D, E Evaporators	None
44%/54% Sludge Line	44/54/SPA Sludge	44%/54% Sludge Tank	Pre-Mix Tank or Mixed Sludge Line	6509 Line or 44/54 Sludge Line
C Evaporator Feed Line	44 or 54	44% Transfer Line(s) and/or 54% Transfer Line(s)	C Evaporator	None
C Cooler Tank to SPA Product Cooler Line	69	C Evaporator	SPA Product Cooler	None
SPA Product Line	69	SPA Product Cooler	SPA Aging Tank	69 Product Line
SPA Aging Tank to SPA Filter Feed Cooler Line	69	#3 Aging Tank	Filter Feed Cooler	None
SPA Filter Feed Line	69	SPA Filter Feed Tank	SPA Filter	None
SPA Re-Pulp Sump to SPA Sludge Tank Line	SPA Sludge	SPA Re-Pulp Sump	SPA Sludge Tank	None
SPA Sludge Line	SPA Sludge	SPA Sludge Tank	Pre-Mix Tank or 44%/54% Sludge Tank or #2 Filter Feed Tank or #1, #2, or #3 Filter Tables	None
FSA Clarifier(s) Feed Line(s)	FSA	D Evaporator FSA Recirculation Tank, or D Evaporator Secondary FSA Recirculation Tank, or E Evaporator FSA Recirculation Tank	FSA Clarifiers	None
FSA Polishing Filter Feed Line(s)	FSA	FSA Clarifier(s)	FSA Polishing Filter(s)	None

Line Name	Phos Acid Service (%)	From	To	Alternate Name(s)
FSA Product to Storage Line(s)	FSA	FSA Polishing Filter(s)	FSA Storage Tank	None
FSA Load Out Line	FSA	FSA Storage Tank	FSA Load Out	None

Sump Name	No.	Area serviced	Pumped To	Alternate Name(s)
#1 Acid Sump	MT-1311	#1 Reactor/#1 Filter Table	#1 Gyp Tank	Badger Acid Sump
#2 Acid Sump	J-6302	#2 Filter Table	#2 Gyp Tank or #3 Gyp Tank	Mustang Acid Sump
#3 Acid Sump	J-6352	#3 Filter Table	#3 Gyp Tank	Hatch Acid Sump or #3 Filter Acid Sump
54 Pad Sump	J-6501	44 Clarifier/Storage, 54 Clarifier/Storage	#2 or #3 Gyp Tank	#2 Tank Farm Sump or 54 Area Sump or 44/54 Area Sump
New Reactor Sump	J-1251	#2 Reactor	#2 Gyp Tank	#2 Reactor Sump or #2 Reactor Acid Sump
#1 Tank Farm Sump	MT-1315	Tank Farm/ Blend Tank/ A&B Evaporators	Tank Farm Collection Tank or Directly to Phosphogypsum Stack System	Badger Tank Farm Sump
D Acid Sump	J-6401	D Evaporator/ E Evaporator	#2 Gyp Tank	D/E Evaporator Area Acid Sump or D/E Evaporator Sump
SPA Acid Sump	GS-2787	SPA Aging/ MGO Filtration	SPA Sludge Tank	Re-Pulp Sump
Car Wash Sump	MF-2504	Rail Car Wash/ Load Out	28% Clarifier Wash Box	Acid Load-Out Sump
Granulation Sump	MF-1623	Granulation	Use within Granulation Plant	MAP/DAP Sump

Appendix: Figures and Tables

Figure 3: Rock Springs Overall Phosphoric Acid Production Process

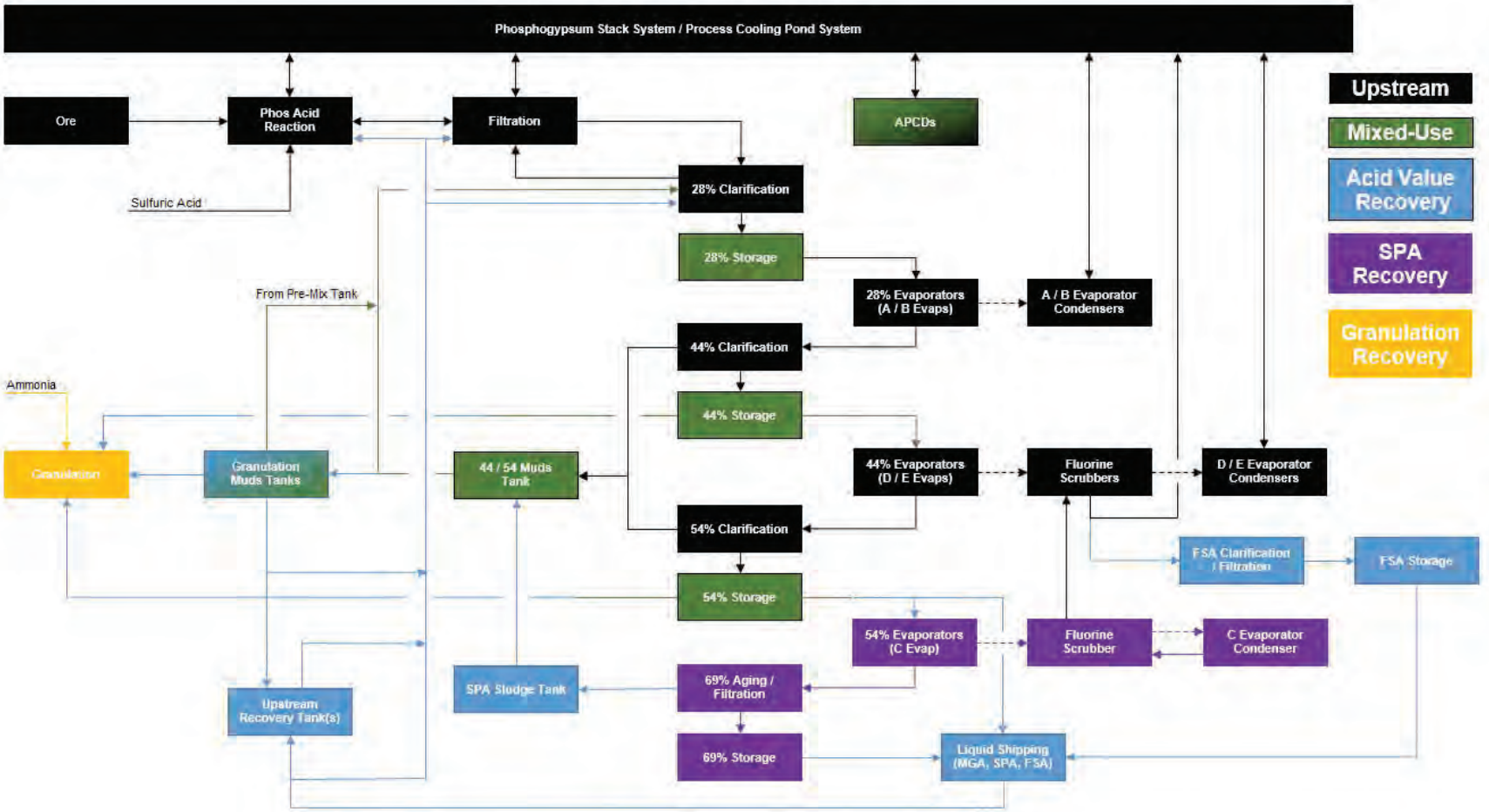


Figure 4: [redacted]

Figure 5: FSA Process

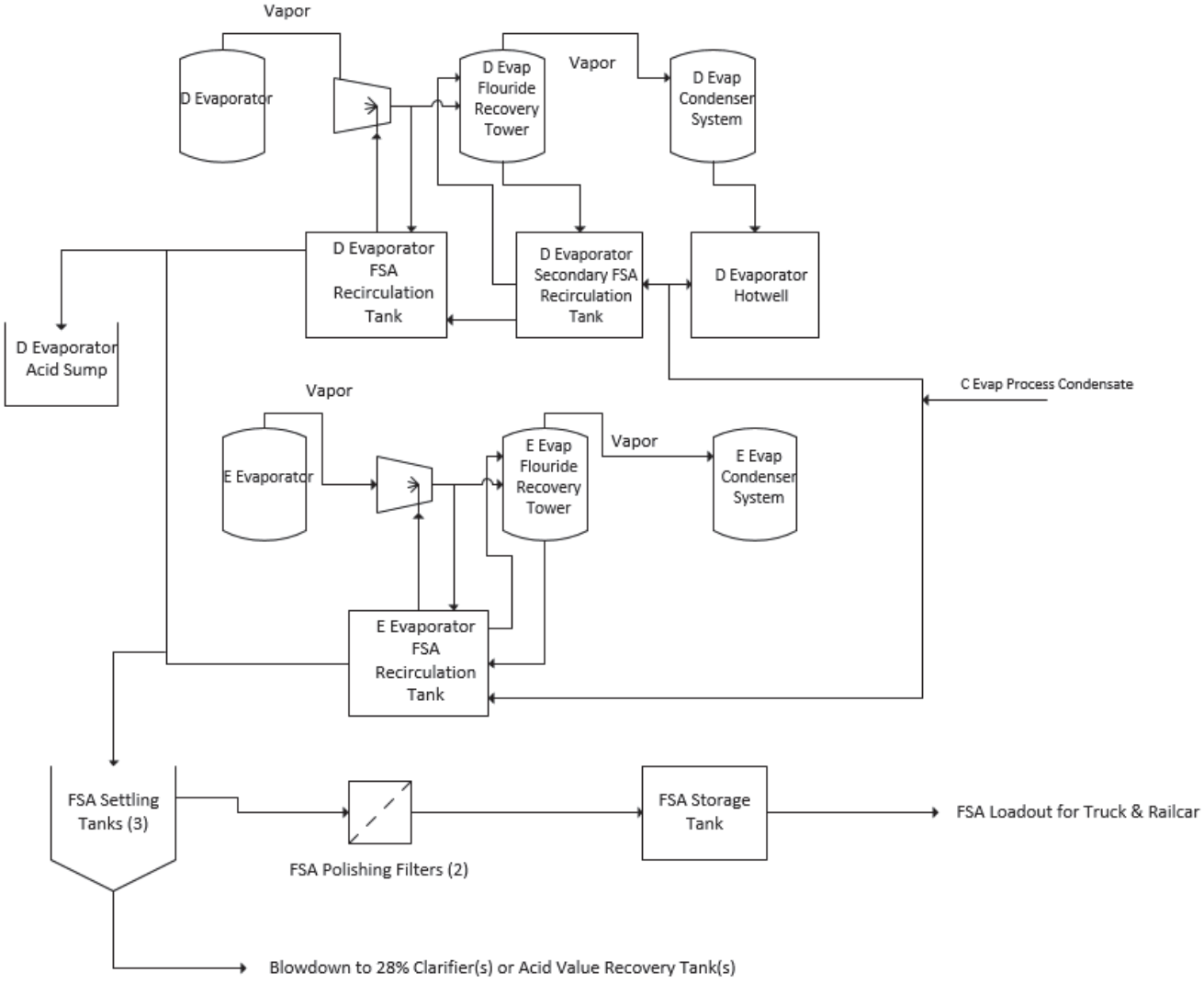
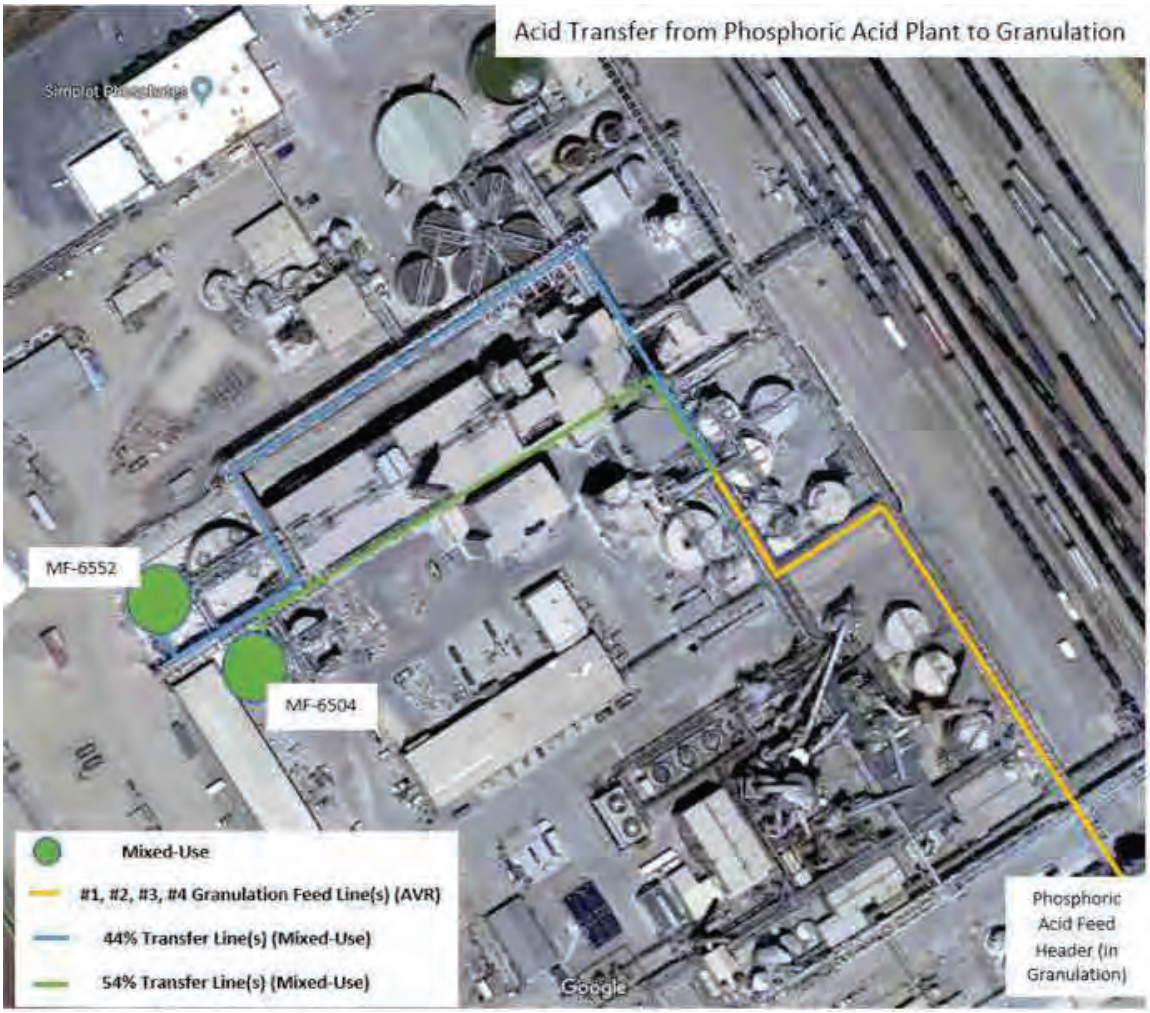


Figure 6: Acid Transfer from Phosphoric Acid Plant to Granulation[12]



[12] AVR: Acid Value Recovery

Table 1: Acid Transfer from Phosphoric Acid to Granulation Line Details

Service	Name	Description	Cleaning Frequency	Est. Length (ft)[13]
44% Acid	44% Transfer Line	Transfers 44% Acid from 44% Storage Tank to C Evap Feed Line, A,B,D, or E Evaporator(s), or #1, #2, #3, #4 Granulation Feed Line(s)	As needed	1170
54% Acid	54% Transfer Line	Transfers 54% Acid from 54% Storage Tank to C Evap Feed Line, 54 Shipping Clarifier, D or E Evaporator(s), or #1, #2, #3, #4 Granulation Feed Line(s)	As needed	770
28%/44%/54% Acid	#1 Granulation Feed Lines	Transfers 28%, 44%, or 54% to Granulation	As needed	830
28%/44%/54% Acid	#2 Granulation Feed Lines	Transfers 28%, 44%, or 54% to Granulation	As needed	830
28%/44%/54% Acid	#3 Granulation Feed Lines	Transfers 28%, 44%, or 54% to Granulation	As needed	830
28%/44%/54% Acid	#4 Granulation Feed Lines	Transfers 28%, 44%, or 54% to Granulation	As needed	830

[13] The lengths listed in this chart are estimates based on interpreting Google images and including a 20% factor (ft) for estimating vertical runs. The actual lengths may differ.

Figure 7: Sludge Transfer from Phosphoric Acid Plant to Granulation

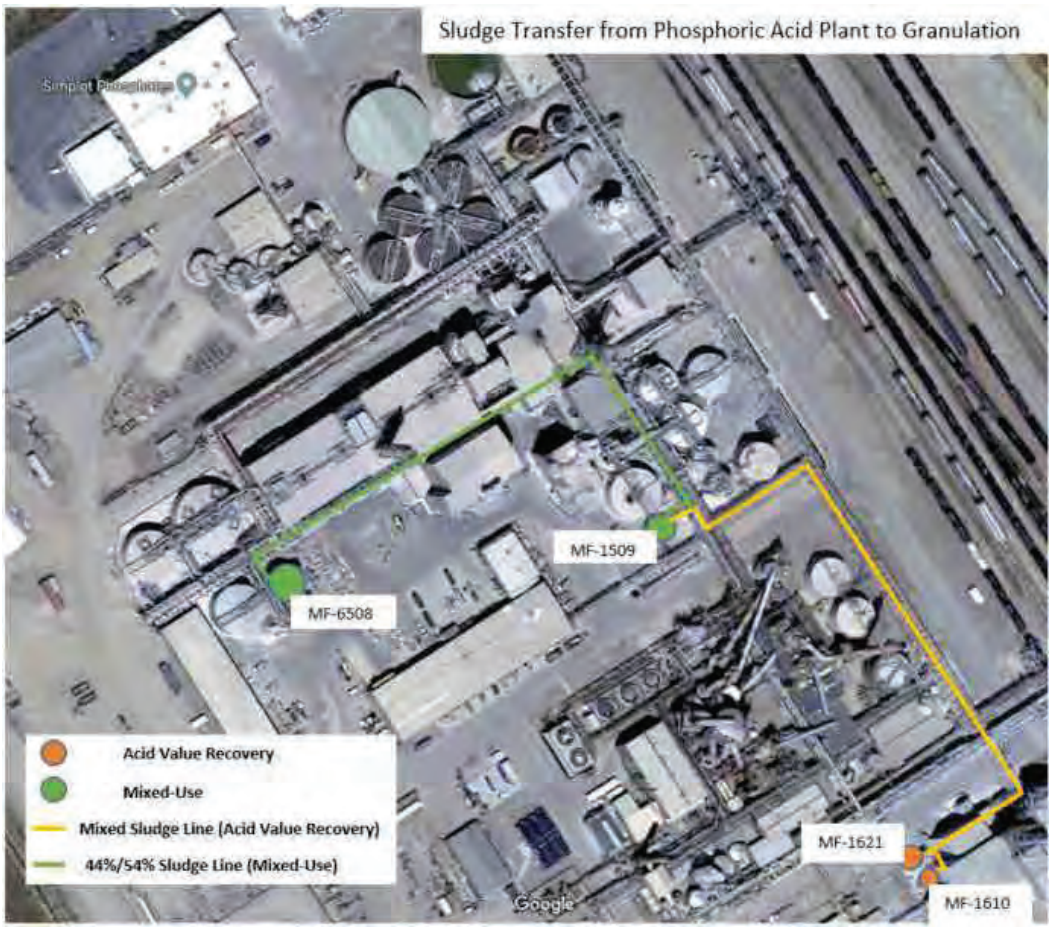


Table 2: Sludge Transfer between the Phosphoric Acid Plant and Granulation Line Details

Service	Name	Description	Cleaning Frequency	Est. Length (ft)[14]
Phosphoric Acid Sludge	44%/54% Sludge Line	Transfers Sludge from the 44%/54% Sludge Tank to the Pre-Mix Tank or to the Mixed Sludge Line	As needed	870
Phosphoric Acid Sludge	Mixed Sludge Line	Transfers Sludge from the Pre-Mix Tank or the 44%/54% Sludge Line to the Granulation Mix Tank and/or the Granulation Feed Tank	As needed	990

[14] The lengths listed in this chart are estimates based on interpreting Google images and including a 20% factor (ft) for estimating vertical runs. The actual lengths may differ.

Figure 8: Acid Transfer from Phosphoric Acid Plant to C Evaporator

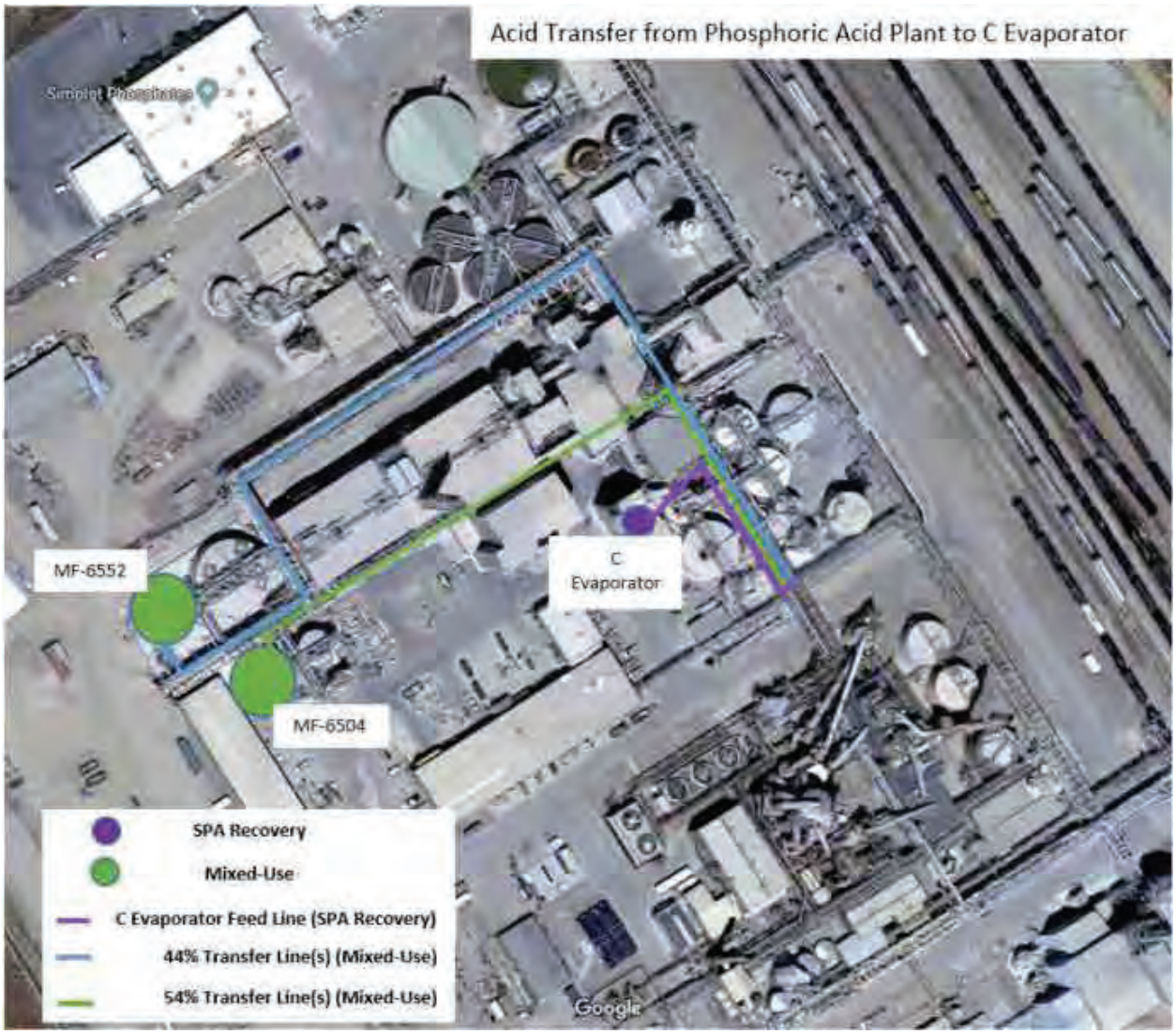


Table 3: Acid Transfer from Phosphoric Acid Plant to C Evaporator Line Details

Service	Name	Description	Cleaning Frequency	Est. Length (ft)[15]
44% Acid	44% Transfer Line	Transfers 44% Acid from 44% Storage Tank to C Evap Feed Line, A,B,D, or E Evaporator(s), or #1, #2, #3, #4 Granulation Feed Line(s)	As needed	1170
54% Acid	54% Transfer Line	Transfers 54% Acid from 54% Storage Tank to C Evap Feed Line, 54 Shipping Clarifier, D or E Evaporator(s), or #1, #2, #3, #4 Granulation Feed Line(s)	As needed	770
44%/54% Acid	C Evaporator Feed Line	Transfers 44% or 54% from 44% or 54% Transfer Line to C Evaporator	As needed	330

[15] The lengths listed in this chart are estimates based on interpreting Google images and including a 20% factor (ft) for estimating vertical runs. The actual lengths may differ.

Figure 9: Acid Transfer from Phosphoric Acid Plant to Truck and Rail Load Out

Table 4: Acid Transfer from Phosphoric Acid Plant to Truck and Rail Load Out Line Details

Service	Name	Description	Cleaning Frequency	Est. Length (ft)[16]
54% Acid	54% Load Out Line	Transfers 54% Acid from 54% Shipping Storage Tank to Truck and Rail Load Out	As needed	730

[16] The lengths listed in this chart are estimates based on interpreting Google images and including a 20% factor (ft) for estimating vertical runs. The actual lengths may differ.

Figure 10: FSA to Truck and Rail Load Out

Table 5: FSA to Truck and Rail Load Out Line Details

Service	Name	Description	Cleaning Frequency	Est. Length (ft)[17]
FSA	FSA Load Out Line	Transfers FSA from FSA Storage Tank to Truck and Rail Load Out	As needed	430

[17] The lengths listed in this chart are estimates based on interpreting Google images and including a 20% factor (ft) for estimating vertical runs. The actual lengths may differ.

Figure 11: Non-Segregable Areas

Figure 12: Containable and Non-Impervious Areas

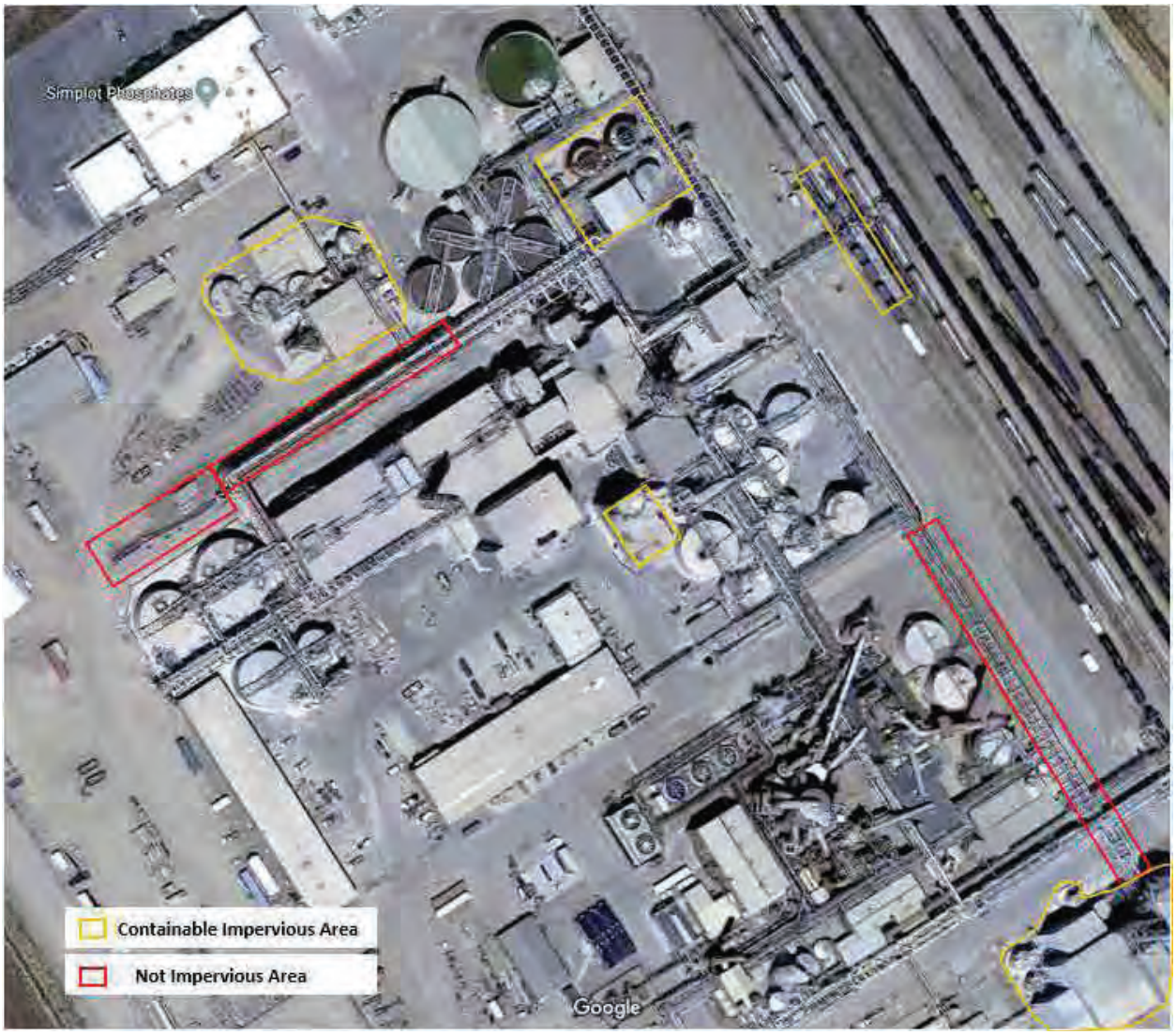


Figure 13: Semi-Segregable Areas

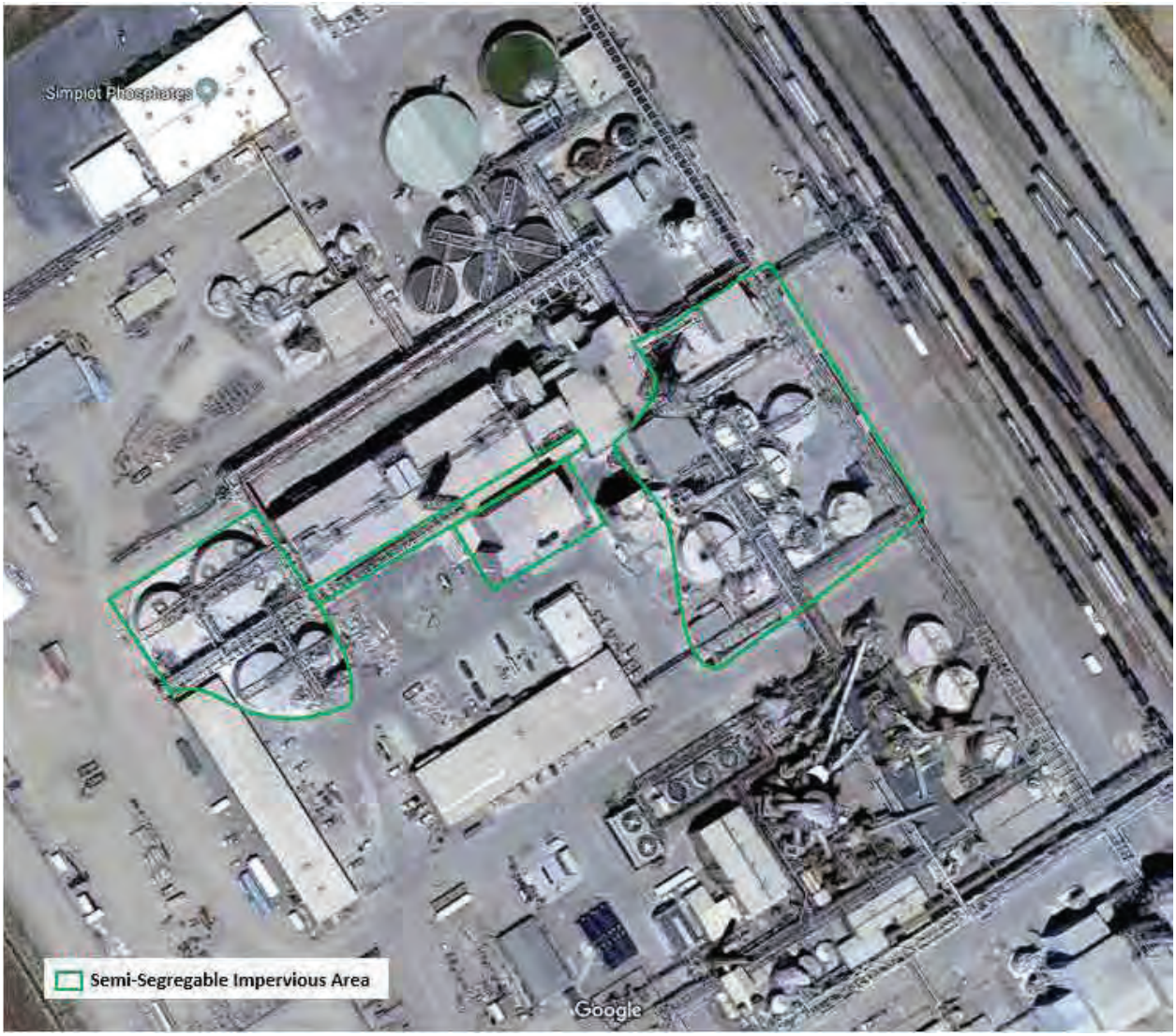
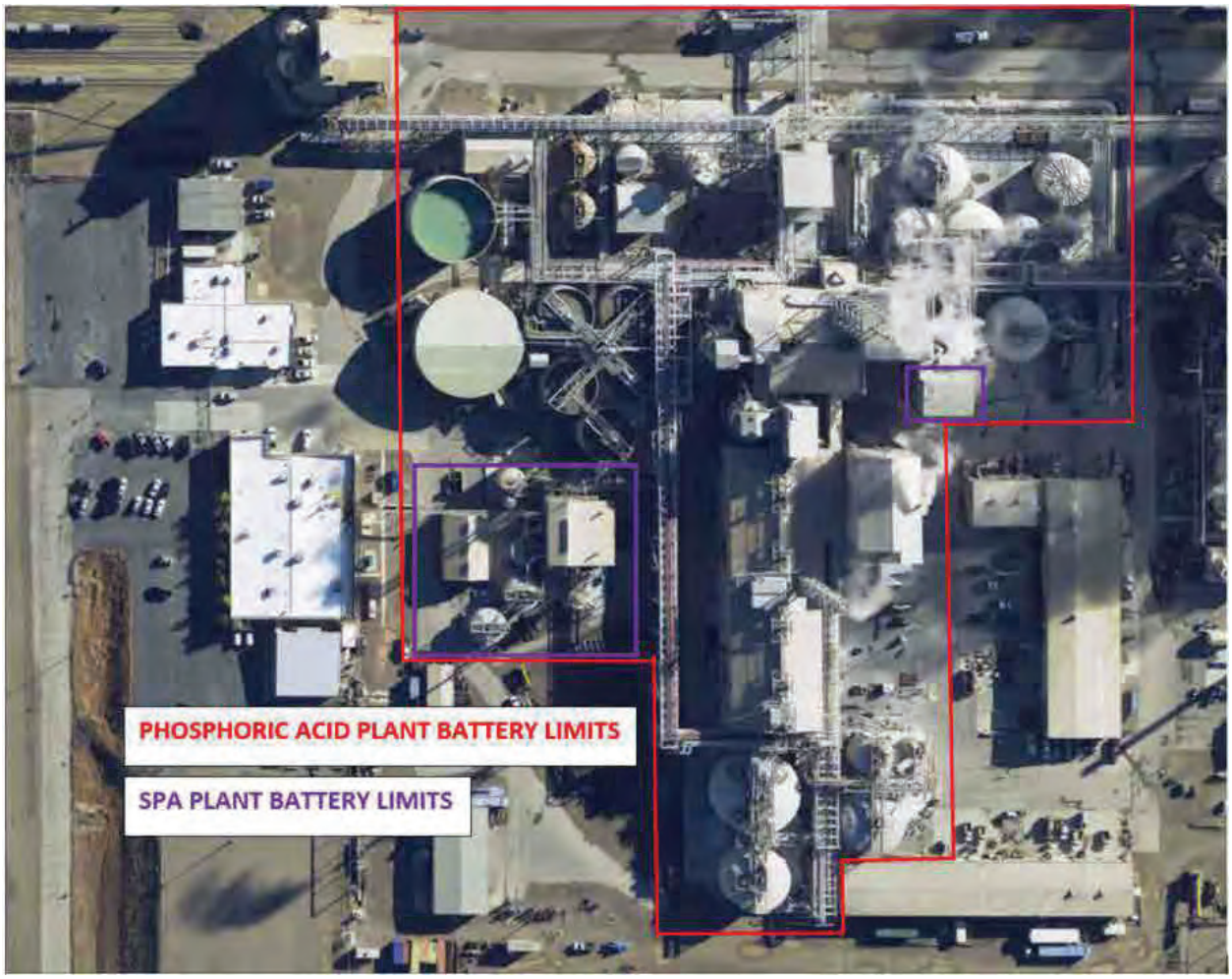


Figure 14: Phosphoric Acid Plant Battery Limits



Appendix 5

Best Management Practices (BMP) Plan

Appendix 5.A

Minimizing and Addressing Spills and Leaks

Rock Springs

Final

May 13 2020

Corporate Environmental & Regulatory Affairs
1099 W. Front St., Boise, ID 83702
(202) 780-7303

Table of Contents

Introduction

Simplot has developed Appendix 5.A: Best Management Practices Plan (hereinafter either "BMP" or "Plan") to reduce unintended inputs[1] of phosphoric acid, sulfuric acid, fluorosilicic acid (FSA)[2], and SACS to Process Wastewater entering the Phosphogypsum Stack System. Where possible, Simplot will capture and reuse these materials. The BMP excludes equipment cleaning practices; these are addressed in Appendix 4 of the Consent Decree (the Facility Report), Section VI (Compliance Projects). This Plan also addresses other chemicals used at the Facility to ensure proper management and reduce unintended releases of these materials to the environment.

Through the BMP, Simplot has established procedures to address the management, tracking, and reporting of phosphoric acid, sulfuric acid, and FSA leaks[1] and spills[1] for its fertilizer production facilities in Rock Springs, Wyoming; in areas of the phosphoric acid plant (post first-stage filtration, e.g. table filters), including acid clarification and evaporation, and in the Granulation plants. The specific details of the BMP for the phosphoric acid ("Phosphoric Acid Plant") and Granulation plants are discussed in the Sections that follow and the referenced Attachments. Where noted, certain BMP procedures are dependent upon the commencement of operation of the compliance projects set forth in Appendix 6 (Project Narrative & Compliance Schedules), to the Consent Decree.

All capitalized terms and/or acronyms not otherwise defined in this Appendix shall have the meaning set forth in the Consent Decree or in Appendix 9.

[1] For purposes of this BMP document: "unintended inputs", "leaks, and "spills" are synonymous and mean accidental or unplanned escape of process streams (i.e. acid or cleaning solution) from the primary container, conveyance piping, valves, flanges, and/or pumps onto impervious surfaces with a reasonable potential to reach or exceed the BMP Actionable Volume (Table 1) or onto non-impervious surfaces.

[2] FSA is produced once it enters the transfer line to the FSA Settling Tanks described in Section IV.D of the Facility Report; before this point the process condensate from the phosphoric acid evaporators involved with FSA production is Process Wastewater.

1 Containment of Phosphoric Acid Production Related Spills and Leaks

1.1 Non-Segregable Areas (Figure 1)

The concrete pads within the non-segregable areas ("Non-Segregable Areas") of the Simplot Rock Springs Phosphoric Acid Plant are sloped towards lined sumps that transport any leaks and spills to the Phosphogypsum Stack System. For the #1, #2, and #3 Acid Sumps, Process Wastewater flows through the sumps at a rate of 300-500 gpm to the HDPE-lined Phosphogypsum Stack System. There are some areas in the phosphoric acid area that are not concrete and they are shown with redlines in Figure 2. The non-concrete areas are designated as "other areas" such that spills and leaks in these areas must be managed in accordance with RCRA and any other applicable law.

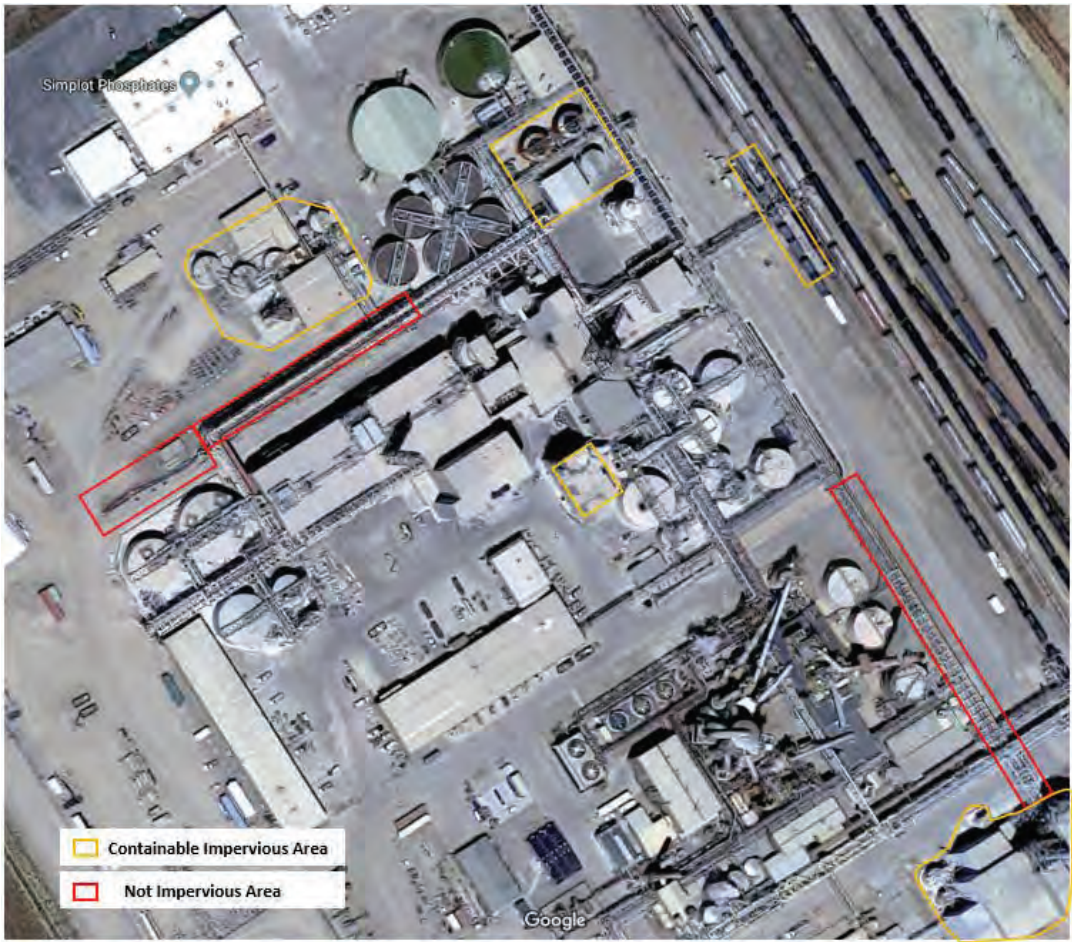
Figure 1: Non-Segregable Areas

1.2 Containable Impervious Areas (Figure 2)

1. SPA Acid and Re-pulp Sump Area
2. SPA Shipping and FSA Area
3. Car Wash Sump Area
4. C Evaporator Area
5. Granulation Plant Area

Spills and leaks of phosphoric acid, sulfuric acid, and FSA onto impervious areas designated by yellow lines in Figure 2 ("Containable Impervious Areas") must be separately contained, and then recovered in accordance with the BMP. The foregoing shall not relieve Simplot of its obligations to manage any spills and leaks under RCRA or any other applicable law.

Figure 2: Containable Impervious Areas and Non-Impervious Areas ("Other Areas")

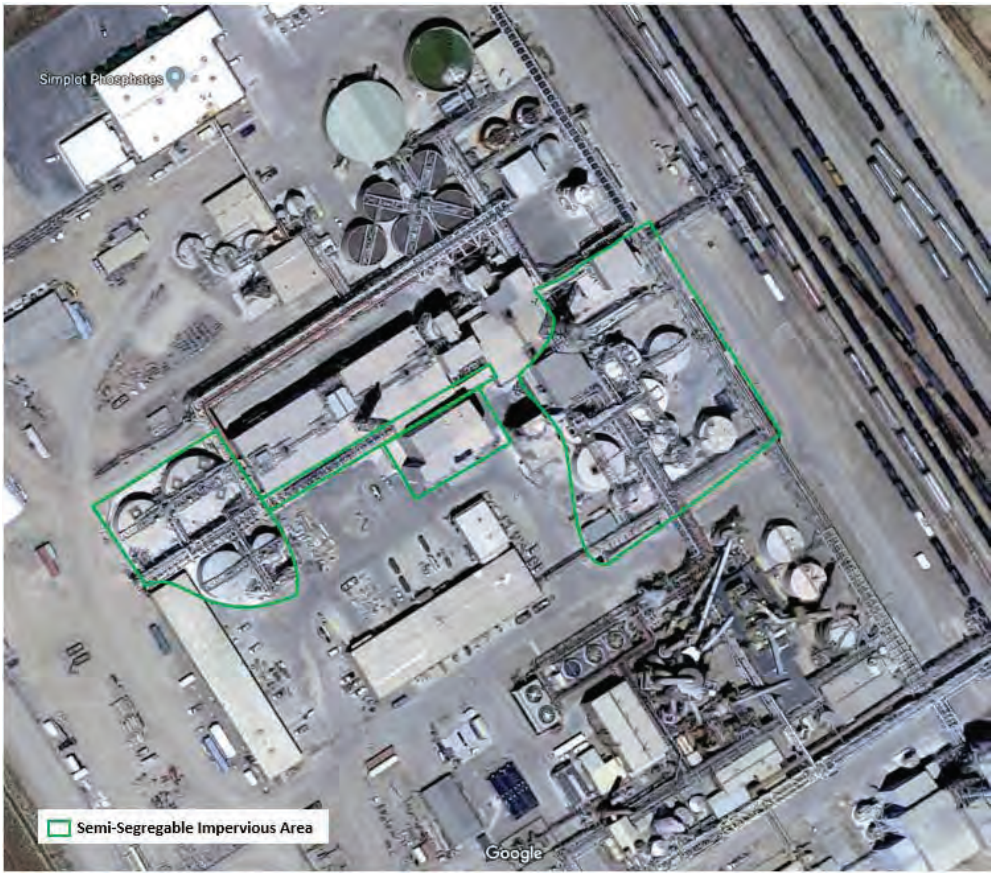


1.3 Semi-Segregable Areas (Figure 3)

1. 44/54 or #2 Tank Farm Area
2. East Phosphoric Acid Pipe rack
3. #1 or Badger Tank Farm Area
4. D/E Evaporator Area

For the semi-segregable area ("Semi-Segregable Areas") sumps, Process Wastewater has intermittent and unpredictable flows through the sumps at varying rates in the range of several hundred to a few thousand gallons a minute depending upon location and circumstance. The normal flow path for the sumps in these areas will be to the Phosphogypsum Stack System. Due to the engineered slope of the concrete pad in these areas and the configuration of the Phosphoric Acid Plant, spills and leaks of phosphoric acid, sulfuric acid, SPA, and FSA onto the concrete pad will flow to the sump and mix with the Process Wastewater being pumped from the sump. If high acid content is detected by acid content monitoring instruments, then the entire flow from the sump will be diverted for recovery in accordance with the BMP.

Figure 3: Semi-Segregable Areas



1.4 Other Areas (Figure 2)

Any leak or spill of a hazardous material, including phosphoric acid and sulfuric acid, that is not contained within the Containable Impervious Areas, Semi-Segregable Areas, or Non-Segregable Areas of the plant shall be managed in accordance with RCRA and any other applicable law.

2 Phosphoric Acid Plants Leak / Spill Detection Systems and Response Procedures

2.1 General

Simplot will implement two approaches to increase the likelihood of detecting Non-Segregable Area acid leaks, spills and process upsets: operator inspections and acid content monitoring in Non-Segregable and Semi-Segregable Area sumps. While acid content monitoring is exclusive to Non-Segregable and Semi-Segregable Areas, operator inspections also serve to identify observable leaks and spills of acids regardless of the area of the plant where they occur – Non-Segregable, Semi-Segregable, Contained Impervious, or outside Contained Impervious Areas ("Other Areas").

2.2 Release Reporting

Simplot personnel are responsible for notifying the appropriate personnel immediately upon identifying a leak or spill of any hazardous material listed in Attachment A, Table 1-BMP Actionable Volumes (hereinafter, "Table 1 Materials") with a reasonable potential to reach or exceed the BMP Actionable Volume (Table 1) pursuant to this BMP. This BMP does not relieve Simplot of its obligation to comply with any federal, state, or local laws applicable to hazardous materials releases to the environment.

2.3 Inspections

Operators will visually inspect plant process equipment, floors and sumps for leaks and/or spills of phosphoric acid, sulfuric acid, and FSA during their normal rounds a minimum of twice per shift (2 shifts per day) and document the inspection findings. A leak or spill, as referenced throughout this BMP, is defined as an accidental or unplanned release of Table 1 Materials from the primary container, conveyance piping, valves, flanges, and/or pumps with a reasonable potential to reach or exceed the BMP Actionable Volume (Table 1) within a 24 hour period and/or which triggers the alarm limits for the acid content monitoring system on key outgoing sumps in Non-Segregable Areas. The operator will attempt to correct leaks from valves, flanges, pumps, or any other equipment that can be readily and safely corrected at the time of discovery. The incident(s) will be reported to management for further action and recorded in the tracking database for future reference. Reporting responsibilities are outlined in Simplot's Spill Reporting Policy and Procedure.

2.4 Acid Content Monitoring System Description: Non- & Semi-Segregable Spills / Leaks

The Facility will monitor key outgoing sumps (see Attachment B) with an acid content monitoring system to enable the continuous detection of changes in acid content that indicate occurrence of detectable acid leaks and spills. Each key outgoing sump will have a measurement device to continuously measure the acid content of the Process Wastewater being pumped from the sump as shown in Attachment B of this Plan. The acid content monitoring of the return Process Wastewater stream from each non-segregable and semi-segregable sump will be displayed on the operators' distributive control system (DCS) (see Attachment B of this Plan for an example).

Acid leaking or spilling into an outgoing sump stream will increase the acid content of the aqueous water stream within and exiting the sump. Within Non-Segregable Areas, alarms will be triggered if the acid content increases beyond the set alarm limits for a 5-minute interval. Upon triggering of such an alarm, the area around the measurement device will be investigated (see Attachment B of this BMP for the corrective action plan, or "Corrective Action Plan")). For semi-segregable sumps, alarms will be triggered if the acid content increases beyond the set alarm limits for a 2-minute interval. Upon triggering of such an alarm, the sump will be automatically switched to recovery (see Attachment B) by the DCS once the alarm sounds and the area around the measurement device will be investigated. After the acid content within the semi-segregable sump reduces below the alarm threshold for a 2-minute interval, the process wastewater flow from the semi-segregable sump will be automatically reverted to discharge back to the Phosphogypsum Stack System by the DCS. The locations of acid content monitoring devices are found in Attachment B of this Plan.

Individual measurement devices will alarm based on the preliminary trigger values set for each device found in Attachment B of this Plan. The targets shown in Attachment B of this Plan are the preliminary targets for the Facility. Pursuant to Section 7: BMP Performance Standards, Simplot will monitor the devices for a period of one year starting from the date of completion of the applicable compliance project in Appendix 6 (RCRA Project Narrative and Compliance Schedule) to the Consent Decree, to ensure settings are correct for alerting operations to leaks and spills within the limits of the devices when properly operated and calibrated. Simplot will notify EPA when the one-year monitoring period begins. After the one (1) year period, Simplot will notify EPA of the results and monitoring will continue.

When an alarm triggers, the operator will inspect that area of the plant for any problems and take appropriate measures to stop or minimize the release and minimize further impacts (see Attachment B of this Plan).

The acid content measurement system will be maintained in accordance with specific manufacturer recommendations or acceptable industrial practices and updated as needed. Devices will be checked at least monthly and during any instrument error readings and calibrated if necessary. The calibration dates and alarm limits will be documented in the maintenance management system that is in place at the time. Maintenance and calibration procedures are found in Attachment B of this Plan.

2.5 Tracking / Recording

A tracking database software (currently Enablon)[3] will be used to track leaks and spills of Table 1 Materials with a reasonable potential to reach or exceed the BMP Actionable Volume (Table 1) within any rolling 24-hour period and the remedial measures taken to address these leaks and spills. The area management, engineering, and environmental

[3] If problems develop using the Enablon software for the tracking/recording required in this Appendices 5A and 5B, an alternative tracking/recording method will be put in place.

departments will use the maintenance management system to ensure the prompt and proper execution of corrective actions. When plant personnel identify a leak or spill of Table 1 Materials with a reasonable potential to reach or exceed the BMP Actionable Volume (Table 1) within any rolling 24-hour period, appropriate corrective actions will be taken as outlined below. A record of the incident will be entered within 24 hours of the incident into the tracking database software to log and track leaks and spills of Table 1 Materials. Supervisors will be trained to enter incidents into the tracking database software. The tracking database software tracks specific information including date and time of release, date and time of report, a description of the incident, volume of the material, type of material, and additional supporting information. Simplot personnel are responsible for notifying the appropriate personnel immediately upon the identification of a leak or spill.

2.6 Reporting, Recovery, and Corrective Actions

Management and environmental staff will be notified immediately of leaks or spills with a reasonable potential to reach or exceed the BMP Actionable Volume (Table 1) to verify the volume of the leak or spill and ensure that it is properly reported, documented, and corrected pursuant to this BMP. The tracking database software will be used to track leaks and spills of Table 1 Materials with a reasonable potential to reach or exceed the BMP Actionable Volume (Table 1) within any rolling 24-hour period and the immediate actions taken to address the leak or spill. The area management, engineering, and environmental departments will use the maintenance management system to ensure the prompt and proper execution of corrective actions.

2.6.1 Non-Segregable Areas of the Phosphoric Acid Plants

2.6.1.1 Reporting

A leak or spill of a Table 1 Material into a Non-Segregable Area, with a reasonable potential to reach or exceed the BMP Actionable Volume (Table 1) within any rolling 24-hour period, which is detected as a result of visual inspections, alarms, or acid content monitoring must be logged into the tracking database software. See Section 2.6.1.2 (Corrective Actions), below.

Appropriate management and environmental staff will be notified, and the leak or spill will be properly reported, documented, and corrected pursuant to this BMP.

2.6.1.2 Corrective Actions

If a leak or spill of a Table 1 Material into a Non-Segregable Area, with a reasonable potential to reach or exceed the BMP Actionable Volume (Table 1) within any rolling 24-hour period is discovered, Simplot will take the following measures:

1. Investigate potential release sources.
2. Address any issues found.
    a. Stop the release if possible, such as by flow diversion or by closing the release gate.

b. Generate a work order if needed to correct the issue.

3. Document the release in the tracking database software.
4. Report the release to the appropriate agencies pursuant to (or in accordance with) the Consent Decree

This BMP does not relieve Simplot of its obligation to comply with any federal, state, or local laws applicable to hazardous materials releases to the environment.

2.6.2 Containable Impervious Areas

2.6.2.1 Reporting

A leak or spill of a Table 1 Material with a reasonable potential to reach or exceed the BMP Actionable Volume (Table 1) into a Containable Impervious Area, as described in the Rock Springs Facility Report, must be logged into the tracking database software and made available to inspectors upon request, but does not need to be reported to the EPA if recovered to a tank containing the same chemical or the Acid Value Recovery System, described in Section 4: Recovery System Operation for Spill and Leak Recovery, of this BMP.

2.6.2.2 Recovery and Corrective Actions

A leak or spill of a Table 1 Material with a reasonable potential to reach or exceed the BMP Actionable Volume (Table 1) into a Containable Impervious Area, will be recovered back to a tank containing the same chemical or input into the Acid Value Recovery System via sump pump, vacuum truck, or other means. If unrecoverable due to contamination or location of the spill, the material must be managed in compliance with the RCRA Requirements as described in the Consent Decree. This BMP does not relieve Simplot of its obligation to comply with any other federal, state, or local laws applicable to such a leak or spill.

2.6.3 Semi-Segregable Areas

2.6.3.1 Reporting

A leak or spill of a Table 1 Material into a Semi-Segregable Area, with a reasonable potential to reach or exceed the BMP Actionable Volume (Table 1) within any rolling 24-hour period, which is detected as a result of visual inspections, alarms, or acid content monitoring must be logged into the tracking database software. See Section 2.6.3.2: Corrective Actions, below.

Appropriate management and environmental staff will be notified, and the leak or spill will be properly reported, documented, and corrected pursuant to this BMP.

2.6.3.2 Recovery and Corrective Actions

A leak or spill of a Table 1 Material into a Semi-Segregable Area, with a reasonable potential to reach or exceed the BMP Actionable Volume (Table 1) within any rolling 24-hour period, which is detected as a result of visual inspections, alarms, or acid content monitoring will be recovered back to a tank containing the same chemical or

input into the Acid Value Recovery System, described in Section 4: Recovery System Operation for Spill and Leak Recovery, of this BMP. If unrecoverable due to large volumes of Process Wastewater in the same area or there is a reasonable potential the volume of material pumped to the Phosphogypsum Stack System before the system started collecting reached or exceeded the BMP Actionable Volume, then Simplot will notify the agencies of the release in accordance with the Consent Decree. If the volume pumped to the Phosphogypsum Stack System did not reasonably reach or exceed the BMP Actionable Volume, the leak or spill only needs to be recorded in the tracking database and not reported to the agencies. Upon triggering of an alarm in these areas, Simplot will take the following measures:

1. Investigate potential release sources.
2. Address any issues found.
    a. Stop the release if possible, such as by flow diversion or by closing the release gate.
    b. Generate a work order if needed to correct the issue.
3. Document the release in the tracking database software.
4. Report the release to agencies pursuant with the Consent Decree.

This BMP does not relieve Simplot of its obligation to comply with any federal, state, or local laws applicable to hazardous materials releases to the environment.

2.6.4 Other Areas

2.6.4.1 Reporting

All reasonable measures shall be taken to avoid releases of Table 1 materials outside of plant containment areas. In the event of a release, Simplot must comply with the appropriate federal, state, or local laws applicable to such a release. A leak or spill of a Table 1 Material with a reasonable potential to reach or exceed the BMP Actionable Volume (Table 1) must be recorded in the tracking database software and reported pursuant to the Consent Decree.

2.6.4.2 Corrective Actions

All reasonable measures shall be taken to avoid releases of Table 1 materials outside of plant containment areas. In the event of such a release, Simplot must comply with the appropriate federal, state, or local laws applicable to such a release.

2.7 Production Department Responsibilities

The Phosphoric Acid Production Department personnel will be responsible for troubleshooting and correcting process upsets that result in a leak or spill. The operator covering the plant at which the upset occurs will notify his or her supervisor and begin taking immediate action. The appropriate manager or supervisor will enter a leak or spill in the tracking database software.

2.8 Maintenance Department Responsibilities

The Maintenance Department personnel will be responsible for repairs and maintenance of faulty equipment. If the leak or spill is the result of a mechanical failure, then the appropriate operations personnel shall notify the Maintenance Department of the condition and a work order request for correction of the problem is initiated. The Maintenance Department will be responsible for timely completion of leak repairs. Maintenance work order requests and their status are tracked in a computerized maintenance management system.

3 Granulation Plants Leak / Spill Detection Systems and Response Procedures

3.1 General

The purpose of this Section is to assist Simplot's operators with the appropriate management of leaks and spills of phosphoric acid and sulfuric acid in the Granulation pant ("Granulation Plant").

Leaks and spills of a Table 1 Material to secondary containment areas in the Granulation Plant will be captured and returned to the process as soon as practicable. If recovery is not possible, then they will be treated in an appropriate vessel so that they no longer exhibit hazardous characteristics and meet the LDR standards and may be discharged to the Phosphogypsum Stack System. If treatment is not possible, then they will be managed in compliance with the RCRA Requirements as described in the Consent Decree, as well as the specific procedures set forth in this BMP.

3.2 Release Reporting

Simplot personnel are responsible for notifying the appropriate personnel immediately upon the identification of a leak or spill of a Table 1 Material with a reasonable potential to reach or exceed the BMP Actionable Volume (Table 1) pursuant to this BMP. This BMP does not relieve Simplot of its obligation to comply with any federal, state, or local laws applicable to hazardous materials releases to the environment.

3.3 Inspections

Operators will inspect the Granulation Plants in the course of their normal rounds and document the inspections. The operator will correct leaks from valves, flanges, pumps, or any other equipment that can be readily and safely corrected at the time of discovery. The incident will be recorded in the tracking database software. Operator and supervisor responsibilities associated with discovery of a spill or leak are outlined in this BMP.

3.4 Recording / Tracking

When plant personnel identify a leak or spill of a Table 1 Material with a reasonable potential to reach or exceed the BMP Actionable Volume (Table 1), appropriate actions will be taken as outlined in this BMP. A record of the incident will be entered into the tracking database software within 24 hours of the incident. Supervisors will be trained to enter incidents into the tracking database software. As described in Section 2.5, the tracking database software program tracks specific information including date and time of release, date and time of report, a description of the incident, volume of the material, type of material, and additional supporting information.

3.5 Reporting, Recovery, and Corrective Actions

3.5.1 Containable Impervious Areas of the Granulation Plants

3.5.1.1 Reporting

A leak or spill of a Table 1 Material with a reasonable potential to reach or exceed the BMP Actionable Volume (Table 1) to Containable Impervious Areas as described in the Facility Report must be logged into the tracking database software, but does not need to be reported to EPA or other regulatory agency if recovered to a tank containing the same chemical, the Acid Value Recovery System or the Granulation Recovery System, as described below.

3.5.1.2 Recovery and Corrective Actions

A leak or spill of a Table 1 Material with a reasonable potential to reach or exceed the BMP Actionable Volume (Table 1) to Containable Impervious Areas as described in the Facility Report will be recovered back to the appropriate process vessel containing the same chemical or input into the Acid Value Recovery System or Granulation Recovery System, as described in the Facility Report.

If unrecoverable for any reason, the leak or spill must be managed in compliance with the RCRA Requirements as described in the Consent Decree. This BMP does not relieve Simplot of its obligation to comply with any federal, state, or local laws applicable to hazardous materials releases to the environment.

3.5.2 Other Areas

3.5.2.1 Reporting

Simplot personnel are responsible for notifying the appropriate personnel immediately upon identification of a leak or spill.

A leak or spill of a Table 1 Material with a reasonable potential to reach or exceed the BMP Actionable Volume (Table 1) that is not contained within a Containable Impervious Area as described in the Facility Report must be recorded in the tracking database software and reported pursuant to the Consent Decree. This BMP does not relieve Simplot of its obligation to comply with any federal, state, or local laws applicable to hazardous materials releases to the environment. The tracking database software shall be used to record such a spill or leak and to track immediate actions taken to address the leak or spill.

3.5.2.2 Corrective Actions

The cleanup of a leak or spill of a Table 1 Material shall be administered in compliance with the Consent Decree. This BMP does not relieve Simplot of its obligation to comply with any federal, state, or local laws applicable to hazardous materials releases to the environment.

3.6 Production Department Responsibilities

The Granulation Production Department personnel shall be responsible for troubleshooting and correcting process upsets. The employee who discovers the upset shall execute his or her responsibilities as outlined in this BMP. The operator covering the plant at which the leak or spill occurred shall notify his or her supervisor and begin taking immediate action. The appropriate manager or supervisor shall enter the incident in the tracking database software.

3.7 Maintenance Department Responsibilities

The Maintenance Department personnel will be responsible for repairs and maintenance to faulty equipment. If the leak or spill is the result of a mechanical failure, then the appropriate operations personnel shall notify the Maintenance Department of the condition and shall initiate a work order request for correction of the problem. The Maintenance Department shall be responsible for timely completion of leak repairs. Maintenance work requests and their status are tracked in a computerized maintenance management system. When the Maintenance Department completes the repairs, the appropriate operations personnel shall be notified.

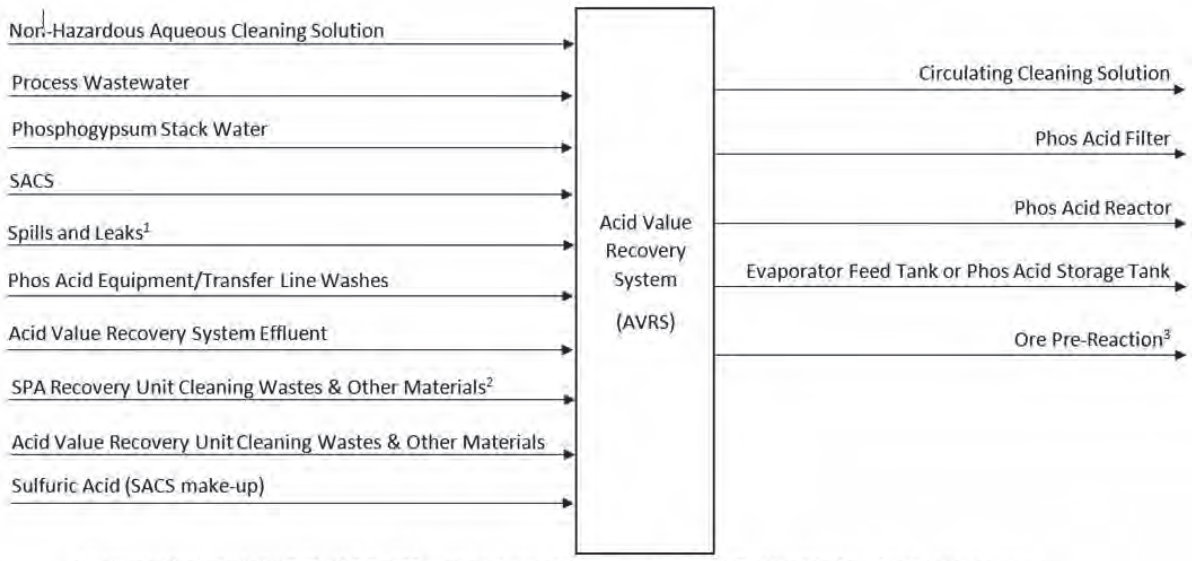
4 Recovery System Operation for Spill and Leak Recovery

4.1 Phosphoric Acid Plant Areas

Simplot may recover spills and leaks of phosphoric acid, sulfuric acid, FSA, SACS, or Acid Value Recovery System Effluent; or NHACS, Process Wastewater, Phosphogypsum Stack System Wastewater, when mixed with any of the preceding solutions due to spills, leaks, or cleaning of leaks and spills, in Containable Impervious and/or Semi-Segregable Areas to a tank containing the same chemical or to the Acid Value Recovery System. The Acid Value Recovery System will return the spills, leaks, and cleaning solution streams to the phosphoric acid production process, where constituent values can be recovered through the methods outlined in Appendix 4 of the Consent Decree, (the Facility Report) Section VI, and as illustrated in Diagram 1 below.

Process Wastewater, Phosphogypsum Stack System Wastewater, or NHACS may be used for washing the floors, building, equipment, etc. in the SPA and/or Phosphoric Acid Plants' Non-Segregable, Semi-Segregable, and Containable Impervious Areas as described in the Facility Report, Section VII: Containment of Phosphoric Acid Production Related Spills and Leaks. These plant wash downs of Non-Segregable and Semi-Segregable Areas are not considered a spill or leak and may be returned to the Phosphogypsum Stack System or the Phosphoric Acid Plant for reuse. Plant wash downs of Containable Impervious Areas (such as within SPA) will be recovered to the Acid Value Recovery System. Plant wash downs may include the wash down of intermittent operation inputs as described in Section 5: Minimization of Operation Phosphoric Acid Inputs, of this BMP and leaks and spills that do not have the potential to reach or exceed the BMP Actionable Volume (Table 1 of this BMP).

Diagram 1: Acid Value Recovery Tank Inputs and Effluents



[1] Spills and leaks include: P_2O_5, H_2SO_4, FSA, and mixtures of the proceeding with Process Wastewater, Phosphogypsum Stack Water, and NHACS
[2] Does not include SPA Process Condensate or non-hazardous wash materials (such as C Evaporator caustic washes)
[3] Potential Future Project described in Section VIII of the Facility Report

4.2 Granulation Areas

The Granulation containment pads shall be designed to collect rainfall, spills, leaks, and cleaning solutions within plant areas. The collection sumps for these containment pads shall pump to the Granulation Plant scrubbers, Granulation Recovery Tank(s) or, if non-hazardous, may be discharged to the Phosphogypsum Stack System. The Granulation Plant acid scrubbers and recovery tank are designed to recover fertilizer materials, product and raw materials for consumption in the Granulation process.

5 Minimization of Operational Phosphoric Acid Inputs

5.1 Background

During normal operation of the Phosphoric Acid Plant, various activities may result in the operational input of phosphoric acid to impervious areas within the confines of the Phosphoric Acid Plant or, indirectly, to the Phosphogypsum Stack System via non-segregable or semi-segregable areas/sumps. These activities include sample collection, slide/knife gate valve operation, clearing plugged piping or process equipment (not to include unplugging via standard cleaning operations), and similar routine operations (other than standard cleaning operations). These routine activities resulting in minor operational inputs shall not be considered unintended inputs, accidental, or unplanned leaks or spills.

Intermittent operational inputs of phosphoric acid to impervious areas or the Phosphogypsum Stack System are unavoidable and shall not be considered malfunctions, leaks, or spills, unless the volume from one of these inputs to the Phosphogypsum Stack System exceeds the BMP Actionable Volume (Table 1). Notwithstanding, operators shall minimize the volume of such phosphoric acid inputs whenever possible and recover acid loss where practicable. Section 5.2 Operational Input Minimization describes some of the common minimization and recovery tactics for these intermittent operational inputs.

5.2 Operational Input Minimization

5.2.1 Sample Collection

Samples of phosphoric acid or reactor slurry collected for purposes of plant process control shall be returned to the process. During sample collection, operational inputs shall be minimized to the extent practicable, releasing only the amount of material necessary out of the primary containment in order to accomplish the task and recovery where practicable.

5.2.2 Clarifier / Valve / Line Operational Releases

Operational inputs of phosphoric acid from clarifier unplugging, valve operation and line unplugging shall be minimized to the extent practicable, releasing only the amount of acid necessary out of the primary containment area in order to accomplish the task and recovery where practicable.

5.3 Response

5.3.1 Releases Outside Containment Areas (“Other Areas”)

All reasonable measures will be taken to avoid releases of phosphoric acid outside of plant containment (impervious) areas. This BMP does not relieve Simplot of its obligation to comply with any federal, state, or local laws applicable to hazardous materials releases to the environment.

5.3.2 Emergency Response

Simplot's Spill Reporting Policy and Procedure contains guidance for the management of environmental spills or releases that may require emergency response measures.

6 Containment Integrity Plan

6.1 Background

The mechanical integrity of new, upgraded, or existing containment systems for phosphoric acid shall be managed in accordance with Appendix 5.B (Inspections and Integrity of Tanks, Sumps, and Secondary Containment). The most current versions of these specifications shall be maintained by the Inspections and Environmental Departments.

6.2 Tanks

The mechanical integrity of phosphoric acid tanks shall be managed in accordance with the current version of Appendix 5.B (Inspections and Integrity of Tanks, Sumps, and Secondary Containment).

6.3 Concrete Acid Pads

The integrity of concrete acid pad containment systems for phosphoric acid leaks or spills shall be inspected and evaluated annually in accordance with requirements contained in Appendix 5.B (Inspections and Integrity of Tanks, Sumps, and Secondary Containment).

Simplot shall be responsible for conducting annual inspections of concrete acid pads in the Phosphoric Acid and Granulation Plant areas. Visual inspection will be for the following indicators: erosion/holes, protective liner damage and/or floor drainage irregularities. Inspection results shall be documented in a report with recommendations, reviewed with appropriate management, and implemented as needed.

When Simplot determines it is necessary to replace or partially replace concrete acid pads in the Phosphoric Acid and Granulation Plant areas, under-slab liners shall be installed in the affected area.

6.4 Sumps and Ditches

The mechanical integrity of sumps and ditches used in washing circuits and collection of phosphoric acid leaks or spills shall be managed as specified in Appendix 5.B (Inspections and Integrity of Tanks, Sumps, and Secondary Containment).

Simplot shall be responsible for conducting inspections of sumps and ditches whenever major plant outages, turnarounds, or other events in the Phosphoric Acid and Granulation Plant Areas allow for the sumps to be drained. These sump inspections shall occur at least once every 5 years. Inspection results shall be documented in a report with recommendations and reviewed with appropriate management and implemented as needed.

7 BMP Performance Standards

7.1 Performance Criteria

The goals of the BMP are listed in the Introduction of this Appendix. Simplot will develop appropriate performance criteria consistent with the BMP herein for the purpose of evaluating trends and improving performance. The performance criteria include progress review of the construction and utilization of the projects in Appendix 6 (Project Narrative & Compliance Schedules) to the Consent Decree, BMP training, and implementation of the procedures set forth herein.

Beginning within eighteen months from the Effective Date of the CD, annual meetings will be held with t Wyoming DEQ and/or EPA to review BMP performance. Meeting frequency may be adjusted based on the completion of the implementation schedule.

7.2 Performance Criteria for Spill and Leak Detection

An initial data collection period of 12 months will be used to establish baseline performance criteria (Performance Criteria) for spills, leaks, and other releases. Once BMP Performance Criteria are established, Simplot will review the criteria quarterly. Based upon the reviews, BMPs will be updated as warranted to minimize leaks, spills, and other releases. Simplot will initiate additional review of the BMP Program under the following circumstances:

- At any time during a calendar quarter when two or more leak or spill events of phosphoric acid, sulfuric acid or FSA into “Non-Segregable Areas” have occurred that exceed the quantity shown in Table 1 (BMP Actionable Volumes) in a rolling 24-hour period.
- At any time during a calendar quarter when two or more leak or spill events of phosphoric acid, sulfuric acid or FSA into “Semi-Segregable Areas” have occurred where the unrecovered volume exceeded the quantity shown in Table 1 (BMP Actionable Volumes) in a rolling 24-hour period.
- At any time during a calendar quarter when two or more leak or spill events of phosphoric acid, sulfuric acid or FSA have occurred in “Other Areas” that exceed the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) Reportable Quantity.

7.3 Reporting / Auditing

Reporting shall be conducted pursuant to the Consent Decree and the aforementioned Performance Criteria.

8 BMP Training

8.1 Overview Training

An overview of BMP issues and procedures will be included in the periodic environmental compliance training provided to all affected employees, such as the managers, superintendents, supervisors, operators, and maintenance personnel in the Phosphoric Acid, SPA, FSA, and Granulation Plants.

8.2 Area Specific Employee Training

Employees within Phosphoric Acid, SPA, FSA, and Granulation Plants will receive initial training on RCRA and the Consent Decree, including the BMP, through classes and materials developed by Simplot. Employee training is part of project implementation and is found in Appendix 6 (Project Narrative & Compliance Schedules) to the Consent Decree. Detailed refresher training on the Consent Decree, including RCRA and the BMP, will be conducted for all affected employees every year. Updated training will be provided as BMP projects are completed, and will commence within two months of establishing baseline Performance Criteria under Section 7.2, and if the BMP is modified. Records of training will be maintained by the Training Department.

8.3 Contractors

The relevant portions of this BMP will be incorporated into contractors' site-specific training where appropriate.

Attachment A: Tables

Table 1. BMP Actionable Volumes

Chemical	Concentration	Non-Segregable, Semi-Segregable, & Containable Impervious (gallons)
Phosphoric Acid	Equal to or less than 28%[1]	1,100
	Greater than 28% and equal to or less than 58%	500
	Greater than 58% and equal to or less than 69%	320
SACS	5% P2O5	1,100
	5% H2SO4	1,100
Sulfuric Acid	98%	70
FSA	Greater than or equal to 23%	9

[1] Excluding Process Wastewater and Phosphogypsum Stack Wastewater.

Table 2: RCRA 8 Metals and Regulatory Limits

TCLP Metals	Toxicity Characteristic (TCLP, grab) (mg/L)	UTS for Wastewater (mg/L)	UTS for Non-Wastewater (mg/L)
Arsenic	5.0	1.4	5.0
Barium	100	1.2	21
Cadmium	1.0	0.69	0.11
Chromium (total)	5.0	2.77	0.60
Lead	5.0	0.69	0.75
Mercury	0.2	0.15	0.025
Selenium	1.0	n/a	n/a
Silver	5.0	0.43	0.14

Note 1: UTS = Universal Treatment Standards (40 C.F.R. §268.48).
Note 2: The amount of total suspended solids (TSS) by weight in the sample must be determined in order to compare the UHC concentrations to the appropriate UTS. The waste stream is a “wastewater” if it contains less than 1% by weight TSS, and “non-wastewaters“ contain TSS ≥1% by weight (defined in 40 C.F.R.§268.2(d) and (f)).
Reference: 40 C.F.R. §§261.24 & 268.48

Attachment B: Acid Content Measurement on Process Wastewater System

This attachment addresses acid content measurement located in the outgoing non-segregable and semi-segregable sump streams at the Phosphoric Acid Plants. It contains information on instrument locations, alarm settings, and maintenance.

General

Acid content instruments continuously measure the acid content of the outgoing non-segregable and semi-segregable sump streams and will calculate the differential from a reference incoming Process Wastewater. The incoming Process Wastewater acid content value may be periodically measured to validate and/or update the reference number utilized in the calculation. The acid content measurement of the non-segregable and semi-segregable sump streams are displayed on the operators' distributive control system, see Figure 4 and Figure 5 below as an example.

Figure 4: Example of Acid Content Measurement Trend Stored in Data Historian

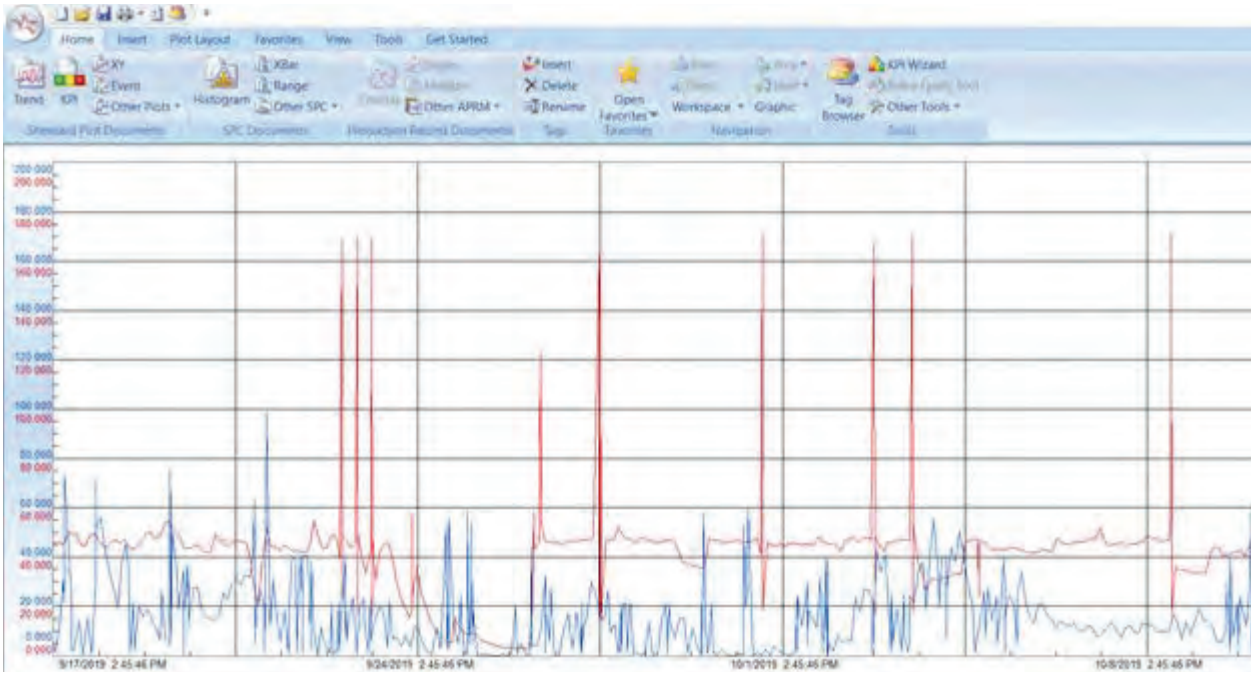


Figure 5: Example of Operator Monitoring Graphic

Figure 6: Acid Content Measurement Alarm Trigger Corrective Action Plan

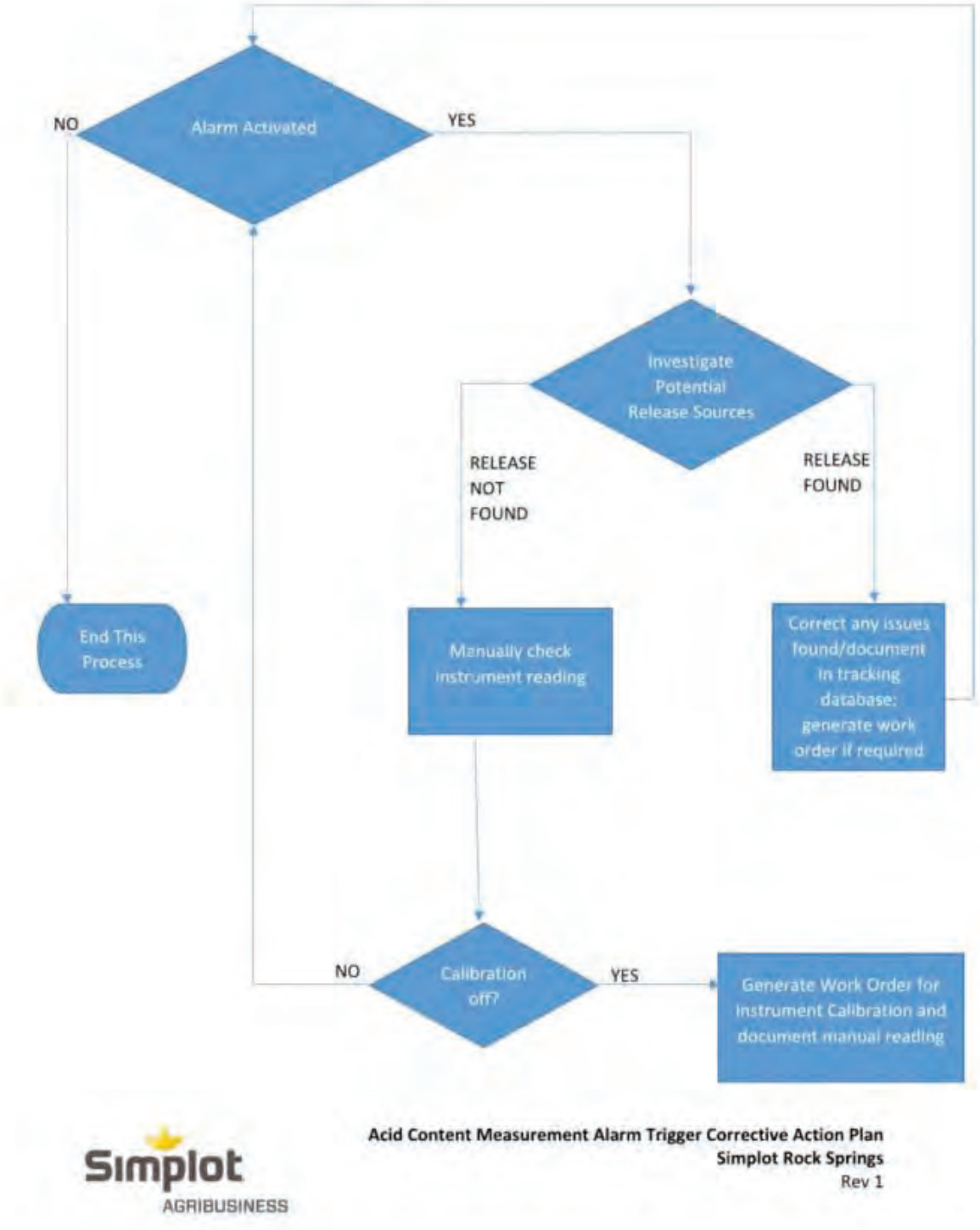


Figure 7: Rock Springs Acid Content Instrument Locations in Phosphoric Acid Plant

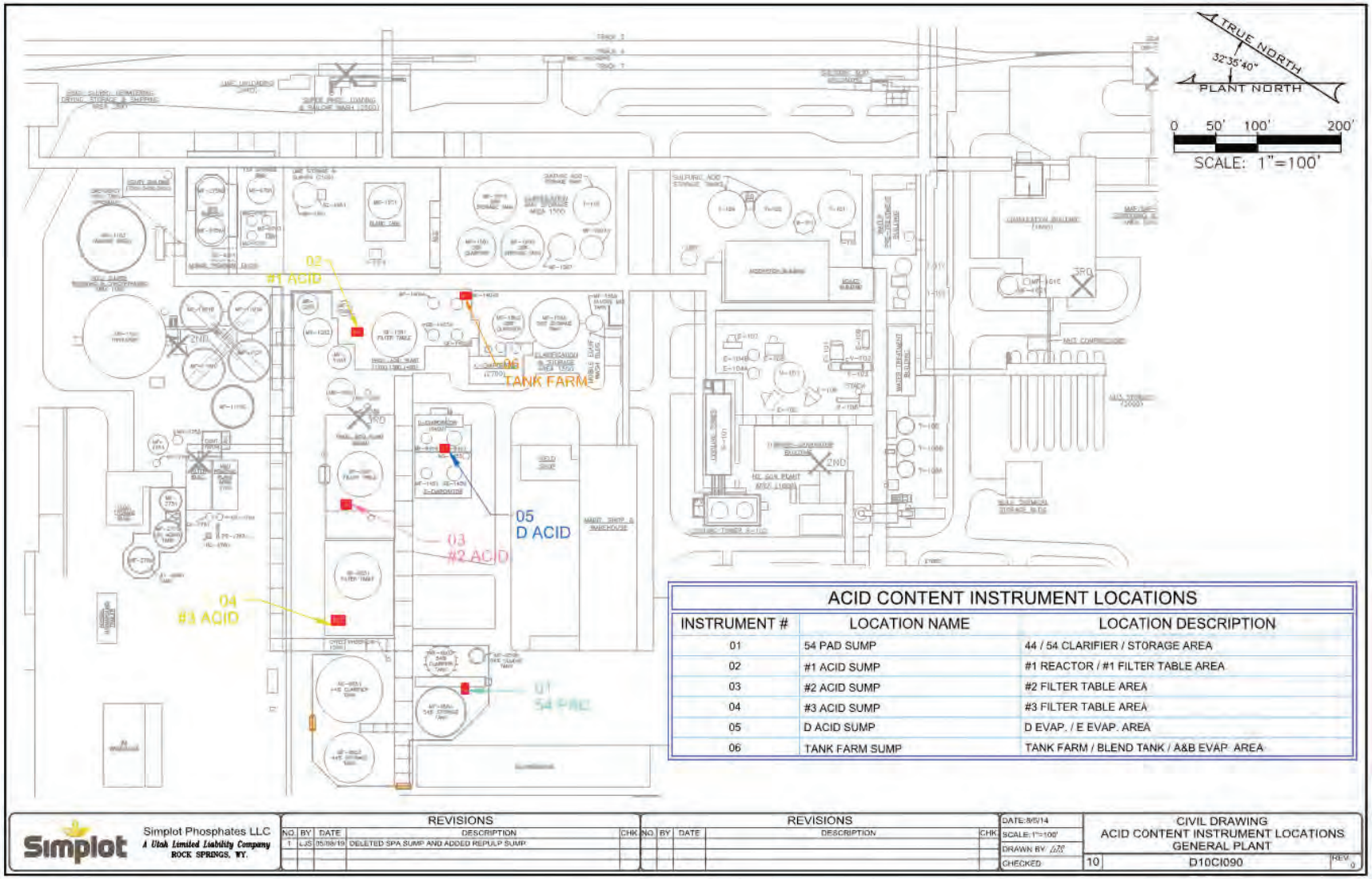


Table 1: Rock Springs Acid Content Measurement Initial Alarm Limits (Differential)

Instrument Number	Probe Location	Alarm Trigger (units mS)
01	54 Pad Sump	10
02	#1 Acid Sump	10
03	#2 Acid Sump	10
04	#3 Acid Sump	10
05	D Acid Sump	10
06	Tank Farm Sump	10

Maintenance

Simplot uses manufacturer recommended calibration procedures specific to the type of instrument. The Rock Springs Facility currently utilizes Mettler Toledo INPRO 71000I conductivity probes. The calibration methods that are being used are utilizing reference solutions to provide either a 1-point or 2-point calibration depending upon which is needed at the time. If Simplot were to switch to a different acid content monitoring instrument, manufacturer recommended calibration procedures would be utilized for that instrument.