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**Ardaman & Associates, Inc.**  
Geotechnical, Environmental and  
Materials Consultants

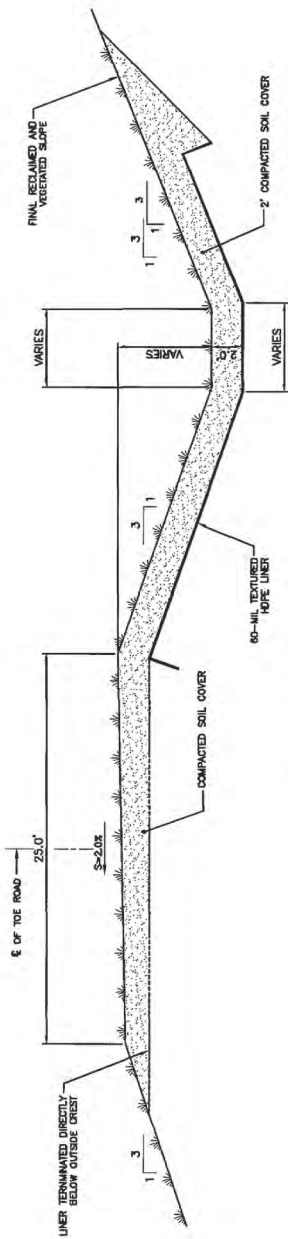
**J.R. SIMPLOT COMPANY**  
CLOSURE COST ESTIMATES  
ROCK SPRINGS, WYOMING

DRAWN BY: JRC  
CHECKED BY: WAS  
DATE: 04/05/19  
PROJECT: 16-13-00708  
SHEET: 20

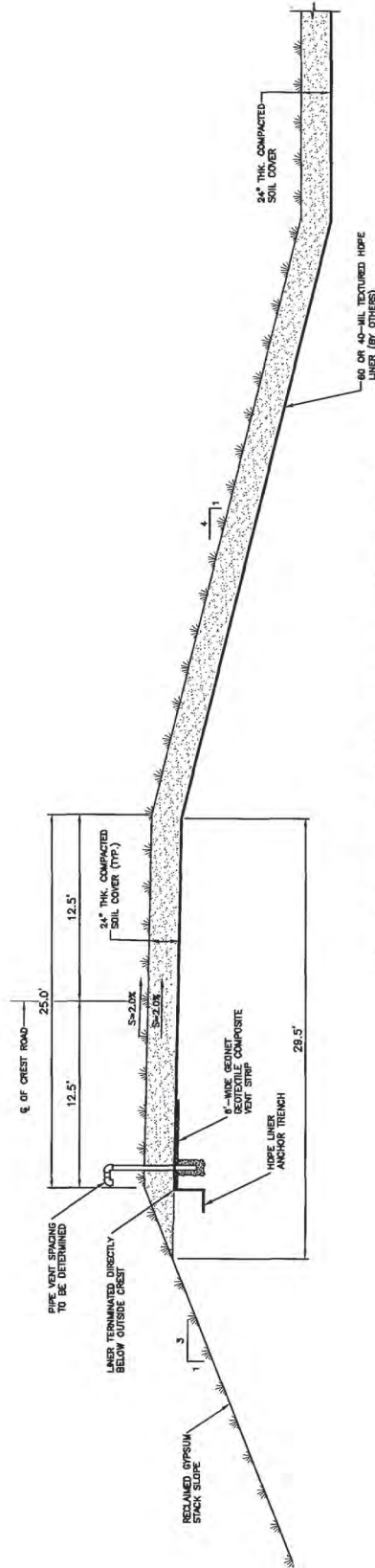


FILE NO. 16-13-0070B	APPROVED BY 	CHECKED BY WAS	DATE 04/05/19
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FIGURE: 21



**12** TOE ROAD DETAIL  
NOT TO SCALE



**13** LINED TOP CAP AND CREST ROAD DETAILS  
NOT TO SCALE

**MID-SLOPE BENCH &  
TOE ROAD DETAILS**

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Geotechnical, Environmental and  
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**J.R. SIMPLOT COMPANY**  
CLOSURE COST ESTIMATES  
ROCK SPRINGS, WYOMING

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22

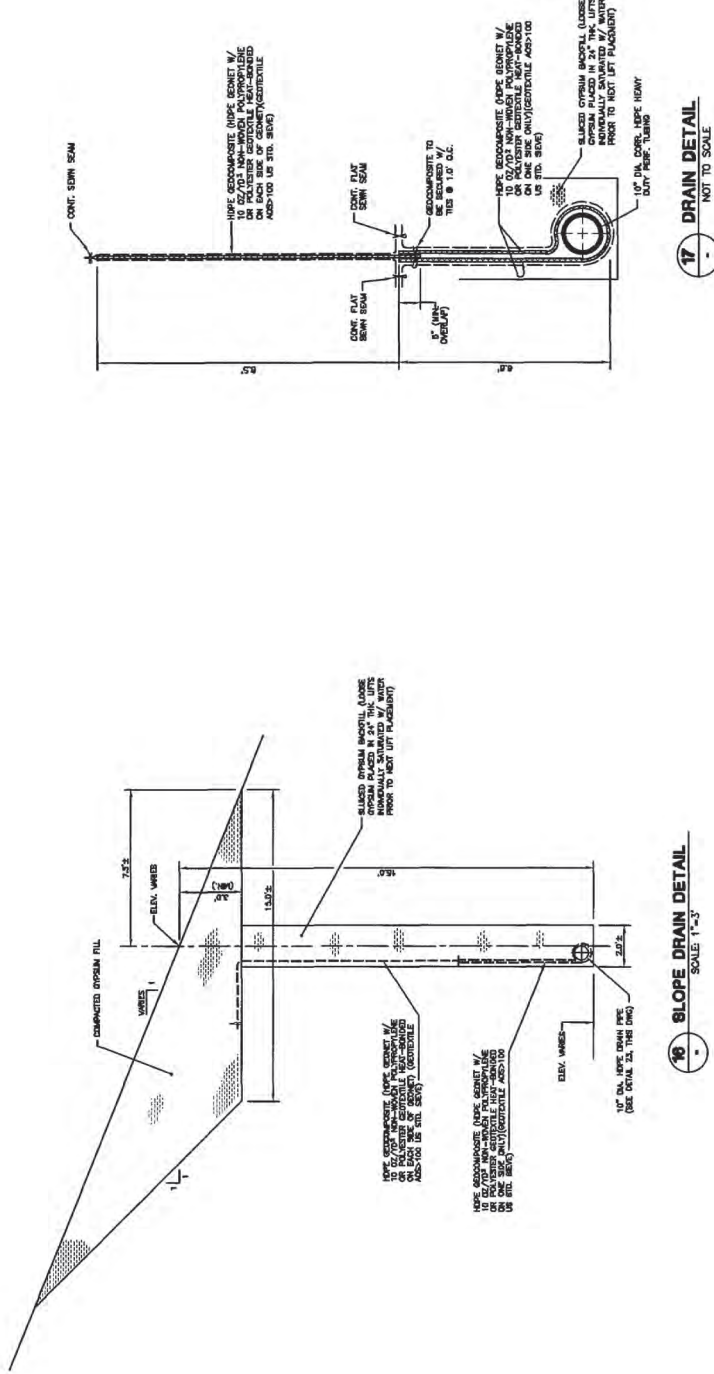




60 OR 40-MIL HDPE LINER -

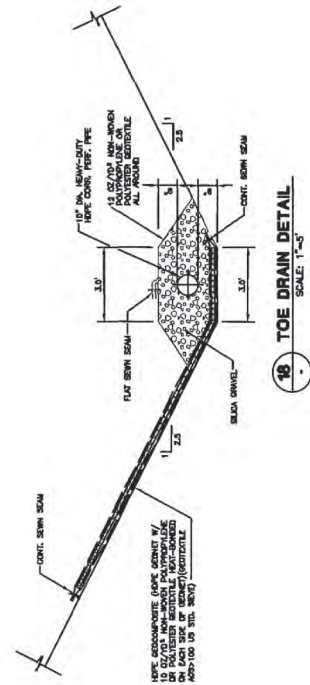
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FILE NO.	16-13-0070B	APPROVED BY:			
			FIGURE: 23		



**18 SLOPE DRAIN DETAIL**  
SCALE: 1"=3'

**17 DRAIN DETAIL**  
NOT TO SCALE



**18 TOE DRAIN DETAIL**  
SCALE: 1"=5'

**SEEPAGE COLLECTION  
SLOPE & TOE DRAIN DETAILS**



**J.R. SIMPLOT COMPANY**  
CLOSURE COST ESTIMATES  
ROCK SPRINGS, WYOMING

DESIGN BY:	DATE:	SHEET NO.:
18-13-0070B	04/05/18	24

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File Number 16-13-0070B

3-1

Section 3

[REDACTED]

[REDACTED]

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J.R. Simplot Company  
File Number 16-13-0070B

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Section 3

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J.R. Simplot Company  
File Number 16-13-0070B

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File Number 16-13-0070B

3-3

[REDACTED]

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## C LIME SLUDGE POND CLOSURE

Country	Percentage of respondents who believe the U.S. should take action to reduce greenhouse gas emissions
China	88%
India	87%
Brazil	84%
Russia	83%
U.S.	79%

## E. 5-YEAR CLOSURE PERIOD O&M AND MONITORING

Responsibility	Percentage
Current government	85%
Previous government	10%
Neither	5%

Country	Share of GDP
United States	1.0%
Germany	0.8%
France	0.7%

### G. Regional Construction Factor

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**III. Contingency (0/0)**

Page 52 of 61

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**PROPRIETARY – COMPANY CONFIDENTIAL**






























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## Appendix 9

### Additional Definitions of Terms Used in Appendices

**APPENDIX 9:  
ADDITIONAL DEFINITIONS OF TERMS USED IN APPENDICES**

For Appendices 1-8, any capitalized terms not otherwise defined in the individual appendices shall have the meanings set forth in the Consent Decree or as provided in this Appendix 9.

“Active” means a Phosphogypsum Stack/System that currently receives Phosphogypsum and/or Process Wastewater from an operating phosphoric acid production facility.

“Auxiliary Holding Pond (AHP)”<sup>1</sup> means a lined storage pond, designated by the operator and approved by the state and/or EPA, typically used to hold untreated Process Wastewater. AHPs are intended to increase system storage above that otherwise provided by the Return Pond(s) and are typically located within the footprint of a Phosphogypsum Stack System.

“Background” means the constituents or parameters and the concentrations or measurements that describe water quality and water quality variability prior to a subsurface discharge, as defined in Chapter 8, Quality Standards for Wyoming Groundwaters, Section 2(b) of the W.A.C.

“Component” includes any AHP(s), lime treatment solids ponds, Dikes, Toe drainage swales, Process Wastewater and Leachate channels or ditches, other Process Wastewater collection or conveyance systems associated with a Phosphogypsum Stack, cooling ponds, or Return Ponds.

“Dike” means a barrier to the flow of Phosphogypsum and Process Wastewater which is constructed of naturally occurring soil (Earthen Dike) or of Phosphogypsum (Gypsum Dike) and which is a Component of a Phosphogypsum Stack System.

“Drain” means a material more pervious than the surrounding fill which allows seepage water to drain freely while preventing Piping or internal erosion of the fill material.

“Earthen Dike” means a barrier to the flow of Phosphogypsum and Process Wastewater which is constructed of naturally occurring soil and which is a Component of a Phosphogypsum Stack System.

“Emergency Diversion Impoundment (EDI)” means a storage area, typically located outside the footprint of a Phosphogypsum Stack System, designated in the Facility’s site-specific water management plan to be used on a temporary basis when necessary to avoid an unpermitted Surface Water discharge resulting from Dike overtopping or other imminent and substantial endangerment as identified in Appendix 1.D.

“Evaporation Pond” means impounded areas that provide for the evaporation of Process Wastewater and Leachate or treated Process Wastewater and Leachate.

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<sup>1</sup> The current “auxiliary holding pond” at the Rock Springs contains fresh water; it does not contain any Process Water.

“Final Cover” means the materials used to cover the top and sides of any Component of the Phosphogypsum Stack System upon closure in accordance with Appendix 1.C.

“Freeboard” means the distance between the liquid level in an impoundment and the liquid level which would result in the release of stored liquid from the impoundment.

“Geomembrane” means a low-permeability synthetic membrane used as an integral part of a Phosphogypsum Stack System designed to limit the movement of liquid or gas in the Phosphogypsum Stack System.

“Groundwater” means subsurface water that fills available openings in rock or soil materials such that they may be considered water saturated under hydrostatic pressure, as defined in Chapter 8, Quality Standards for Wyoming Groundwaters, Section 2(f) of the W.A.C.

“Groundwater Table” means the upper surface of a zone of saturation, where the body of Groundwater is not confined by an overlying impermeable zone.

“Gypsum Dike” means the outermost Dike constructed from Phosphogypsum within the perimeter formed by a Starter Dike for the purpose of raising a Phosphogypsum Stack and impounding Phosphogypsum and/or Process Wastewater. This term specifically excludes any Dike inboard of a rim ditch, any partitions separating Phosphogypsum Stack compartments, or any temporary windrows placed on the Gypsum Dike.

“Inactive” means a Phosphogypsum Stack, Phosphogypsum Stack System or Component thereof that has not undergone Stack Closure and is no longer receiving Phosphogypsum and/or Process Wastewater.

“Initial Closure Plan” means the preliminary closure plan prepared in accordance with Appendix 1.C and incorporated in Appendix 8 that includes Phosphogypsum Stack System Closure design elements needed to generate a Cost Estimate in accordance with Appendix 2.

“Lateral Expansion” means the horizontal expansion of Phosphogypsum or Process Wastewater storage capacity beyond the permitted capacity (where applicable) or design dimensions (i.e., footprint) of the Phosphogypsum Stack, or Return Ponds, and perimeter drainage conveyances at an existing Facility. Any Phosphogypsum Stack, Return Pond(s), or perimeter drainage conveyance which is constructed within 2000 feet of an existing Phosphogypsum Stack System, measured from the edge of the expansion nearest to the edge of the footprint of the existing Phosphogypsum Stack System, is considered a Lateral Expansion. A fully enclosed building, container, tank or Emergency Diversion Impoundment does not constitute a Lateral Expansion. A vertical expansion against a slope, where there is also a horizontal expansion, shall not be considered a lateral expansion as long as such vertical and horizontal expansion is part of the approved design and construction plan.

“Liner” means a continuous layer of low permeability natural or synthetic materials which controls the downward and lateral escape of waste constituents or Leachate from a Phosphogypsum Stack System.

“Log” means a record maintained by the Facility that contains a schedule of inspections of Phosphogypsum Stack System or Component(s) thereof, the findings of such inspections, and any remedial measures taken in response to such findings.

“Long-Term Care” shall have the same meaning as set forth in Appendix 2 and refers to the period following Stack Closure during which long-term care activities are undertaken in accordance with the requirements in Appendix 1.C.

“Maximum Design Level” means the engineer-certified maximum water elevation that an impoundment is designed to contain, as determined using generally accepted good engineering practices with appropriate factors of safety.

“New Perimeter Dike” means a Perimeter Dike that is completed after the Effective Date.

“Perimeter Dike” means the outermost Earthen Dike surrounding a Phosphogypsum Stack System that has not been closed or any other Earthen Dike, the failure of which could cause a release of Process Wastewater outside the Phosphogypsum Stack System. In the case of a vertical expansion, the HDPE lined outermost Dike shall also be considered a Perimeter Dike, even if it is constructed with Phosphogypsum, if its failure could cause a release of Process Wastewater outside the Phosphogypsum Stack System.

“Permanent Phosphogypsum Stack System Closure Plan” or “Permanent Closure Plan” means the plan for Stack Closure and Long-Term Care submitted at or prior to closure and prepared in accordance with the requirements of Appendix 1.C.

“Phosphogypsum Stack System Closure<sup>2</sup>” means the cessation of operation of a Phosphogypsum Stack, Phosphogypsum Stack System, or Component thereof and the acts of securing and closing such a system, in accordance with the Permanent Closure Plan so that it will pose no significant threat to human health or the environment. This includes Stack Closure, Long-Term Care and the water treatment activities associated with Stack Closure and Long-Term Care.

“Piping” means progressive erosion of soil or solid material within the dam or Dike, starting downstream and working upstream, creating a tunnel into the dam or Dike. Piping occurs when the velocity of the flow of seepage water is sufficient for the water to transport material from the embankment.

“Return Pond” means impounded areas within the Phosphogypsum Stack System, excluding settling compartments atop the Phosphogypsum Stack, that provide capacity for the cooling,

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<sup>2</sup> The Permanent Phosphogypsum Stack Closure period begins on Day 1 of Stack Closure and runs through the Long-Term Care period, generally a minimum of 50 years.

storage and reuse or recirculation of phosphoric acid Process Wastewater, Phosphogypsum Stack Leachate or runoff from the Phosphogypsum Stack.

“Soil Liner” means a Liner constructed from naturally occurring earthen material. This definition expressly excludes any Liner constructed of synthetic material or Phosphogypsum.

“Stack Closure” shall have the same meaning as set forth in Appendix 2 and refers to when a Phosphogypsum Stack, Phosphogypsum Stack System, Component thereof, or an EDI ceases to accept Phosphogypsum, Process Wastewater, Phosphogypsum System Leachate or collection waters. In addition, actions are undertaken to secure and close the Phosphogypsum Stack, Phosphogypsum Stack System, Component thereof, or EDI in Phosphogypsum Stack System closing, Long-Term Care (e.g., monitoring and maintenance) and water treatment activities associated with Phosphogypsum Stack System closing and Long-Term Care activities.

“Starter Dike” means the initial Dike constructed at the base of a Phosphogypsum Stack to begin the process of storing Phosphogypsum.

“Surface Waters of the State” or “Surface Water” means all perennial and intermittent defined drainages, lakes, reservoirs and wetlands which are not man-made retention ponds used for the treatment of municipal, agricultural or industrial waste; and all other bodies of surface water, either public or private which are wholly or partially within the boundaries of the state. Nothing in this definition is intended to expand the scope of the Environmental Quality Act, as limited in W.S. 35-11-11004, as defined in Chapter 1, Wyoming Surface Water Quality Standards, Section 2(b)(1) of the W.A.C.

“Temporary Deactivation” means a Phosphogypsum Stack System that will cease or has ceased to accept deposits of Phosphogypsum and/or Process Wastewater on a temporary basis and for which a request has been made in writing to, and approved by, the State of Wyoming and/or the EPA in accordance with the requirements in Appendix 1.C.

“Third-Party Engineer” means an engineer who is not an employee of any entity that owns or operates a phosphate mine or Facility.

“Toe” means the junction between the face of the Dike and the adjacent terrain.

“Toe Drain” is a wedge-shaped Drain supporting the downstream Toe of the dam.

“Wave Height” means the average height of the waves that are used for design purposes as a function of sustained wind speed, effective fetch length<sup>3</sup>, and wind duration.

“Wave Run-up” means the difference in vertical height between the maximum elevation attained by wave run up or uprush on a slope and the still water elevation at the inboard Toe of the slope.

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<sup>3</sup> Maximum fetch refers to the maximum unobstructed distance across a free liquid surface over which wind can act (typically the diagonal measurement across an impoundment).



“Wind Surge” means the vertical rise in base water-surface elevation, exclusive of the Wave Height, above the still water elevation, caused by wind-induced stresses and mounding of the water surface in the leeward direction.