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U.S. DISTRICT COURT
CENTRAL DISTRICT OF ILLINOIS

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS

UNITED STATES OF AMERICA, Plaintiff, and the STATES OF ARKANSAS; INDIANA; ILLINOIS; IOWA; KANSAS; MINNESOTA; MISSOURI; NEBRASKA; NORTH DAKOTA; SOUTH CAROLINA; TEXAS; and the IOWA COUNTIES of LINN AND POLK; and the NEBRASKA COUNTY OF LANCASTER, Plaintiff-Interveners, v. ARCHER DANIELS MIDLAND COMPANY, Defendant.	)	CIVIL ACTION NO. 03-2066

CONSENT DECREE

TABLE OF CONTENTS

I. Jurisdiction and Venue — Page 7

II. Applicability — Page 7

III. Factual Background and Definitions — Page 8

IV. Compliance Program for Corn Processing Plants — Page 14

A. Facility-Specific Requirements — Page 15

B. Implementation Schedule — Page 24

C. Demonstration of Compliance — Page 28

D. Emission Limits And Emissions Reporting — Page 30

E. Permits — Page 31

V. NSPS Requirements Applicable to Plants Subject to this Consent Decree — Page 32

VI. General Recordkeeping and Reporting Requirements — Page 35

VII. Compliance Program for Vegetable Oilseed Plants — Page 38

A. Interim Limits — Page 38

B. Decatur East Specialty Soybean Plants — Page 40

C. Decatur West Conventional Soybean Plant — Page 45

D. Condenser Upgrades — Page 46

E. Oilseed Recordkeeping and Reporting — Page 47

F. Final Permit Limits — Page 49

G. Demonstration of Compliance — Page 52

H. Quincy, Illinois Over-Fire Air Project — Page 54

I. Construction Permits and Waivers Page 54

VIII. NAAQS Modeling in Iowa Page 55

IX. Environmental Audits Page 56

X. Civil Penalty Page 56

XI. Supplemental Environmental Projects Page 60

XII. Stipulated Penalties Page 69

XIII. Right of Entry Page 80

XIV. Force Majeure Page 81

XV. Dispute Resolution Page 85

XVI. General Provisions - Effect of Settlement Page 88

XVII. Termination Page 95

Index of Consent Decree Attachments

Attachments 1 through 13

WHEREAS, Plaintiff, the United States of America, on behalf of the United States Environmental Protection Agency (herein, "EPA"), has, simultaneously with the lodging of this Consent Decree, filed a Complaint alleging that Defendant, Archer Daniels Midland Company ("ADM"), is and has been in violation of the following statutory and regulatory requirements of the Clean Air Act (the "Act") at its fifty-two (52) processing plants at forty-three (43) facilities nationwide: Part C of Title I of the Act, 42 U.S.C. § 7470-7492, Prevention of Significant Deterioration ("PSD"); certain New Source Performance Standards ("NSPS"), 40 C.F.R. Part 60; the state or federal implementation plans ("SIPs" or "FIPs") which incorporate and/or implement the above-listed federal requirements; and SIP permitting programs for construction and operation of new and modified stationary sources;

WHEREAS, the States of Arkansas, Indiana, Illinois, Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, South Carolina, Texas, and the Iowa Counties of Linn and Polk, and the Nebraska County of Lancaster, have filed Complaints in Intervention, joining in the claims alleged by the United States;

WHEREAS, the Complaints filed by the federal and state Plaintiffs (herein "Plaintiffs") further allege that ADM commenced construction of major emitting facilities and major modifications of major emitting facilities without first

obtaining the appropriate preconstruction permits and installing the appropriate air pollution control equipment required by 40 C.F.R. § 52.21 and the SIPs applicable to each of ADM's 43 facilities;

WHEREAS, ADM does not admit the violations alleged in the Complaints;

WHEREAS, in March 2001, ADM voluntarily approached EPA to open negotiations with EPA and all concerned states toward a comprehensive resolution of compliance concerns under federal and state air quality programs, including alleged violations that were the subject of pending litigation previously initiated by the State of Illinois;

WHEREAS, on March 21, 2001, ADM executed a letter of commitment to negotiate with Plaintiffs for emission reductions at its facilities, as the basis for a comprehensive resolution of federal and state concerns;

WHEREAS, ADM has worked cooperatively with Plaintiffs to structure a comprehensive program that will result in reduction of approximately 63,000 tons of air pollution annually from ADM facilities in sixteen states;

WHEREAS, installations of air pollution control equipment undertaken pursuant to this Consent Decree are intended to abate or control atmospheric pollution or contamination by removing, reducing, or preventing the emission of pollutants, and as such,

may be environmentally beneficial projects that may be considered to be pollution control projects by the appropriate permitting authorities;

WHEREAS, ADM is implementing and enhancing an extensive corporate-wide environmental management program and has an active auditing program, both of which are designed to prevent future violations of environmental laws. ADM has provided Plaintiffs with a description of these programs;

WHEREAS, Plaintiffs and ADM have agreed that settlement of this action is in the public interest, will result in air quality improvements in the areas where these facilities are located, and that entry of this Consent Decree without further litigation is the most appropriate means of resolving this matter; and

WHEREAS, Plaintiffs and ADM consent to entry of this Consent Decree without trial of any issues;

NOW, THEREFORE, without any admission of fact or law, and without any admission of the violations alleged in the Complaints, it is hereby ORDERED AND DECREED as follows:

I. JURISDICTION AND VENUE

1. The Complaints state a claim upon which relief can be granted against ADM under Sections 113 and 167 of the Act, 42 U.S.C. §§ 7413 and 7477, and 28 U.S.C. § 1355. This Court has jurisdiction of the subject matter herein and over the parties

consenting hereto pursuant to 28 U.S.C. § 1345 and pursuant to Section 113 and 167 of the Act, 42 U.S.C. §§ 7413 and 7477. Venue is proper under Section 113(b) of the Act, 42 U.S.C. § 7413(b), and under 28 U.S.C. § 1391(b) and (c) because ADM owns and operates facilities in this District.

II. APPLICABILITY

2. The provisions of this Consent Decree shall apply to and be binding upon the Plaintiffs, and upon ADM as well as ADM's officers, employees, agents, successors and assigns, and shall apply to each of ADM's facilities listed herein for the life of the Consent Decree.

(a). In the event ADM proposes to sell or transfer all or part of any of its facilities subject to this Consent Decree, it shall advise such proposed purchaser or successor-in-interest in writing of the existence of this Consent Decree and provide them with a copy of the Consent Decree, and shall send a copy of such written notification by certified mail, return receipt requested, to EPA and the air pollution control authority where the facility is located at least 30 days prior to such sale or transfer. This provision does not relieve ADM from having to comply with any applicable state or local regulatory requirement regarding notice and transfer of facility permits.

(b). ADM may comply with any emission reduction requirement of this Consent Decree by permanently shutting down the emission

unit to which the requirement applies. ADM shall provide written notice of the shut down to the appropriate Plaintiffs and permitting authorities prior to the planned shut down as required in the applicable Control Technology Plan. For purposes of this Consent Decree, the term "appropriate Plaintiff" shall mean the United States and the Plaintiff-Intervener where the particular plant is located.

III. FACTUAL BACKGROUND AND DEFINITIONS

3. ADM, a Delaware corporation, is a multi-national agribusiness that owns and operates 43 facilities in 16 states which process corn, wheat, soybeans, and other oilseeds into value-added products used in the food, feed, ethanol and other industries.

4. ADM's corporate headquarters is located in Decatur, Illinois. ADM is a "person" as defined in Section 302(e) of the Act, 42 U.S.C. § 7602(e), and an "operator" as defined in Section 113(h) of the Act, 42 U.S.C. § 7413(h), and the federal and state regulations promulgated pursuant to the Act.

5. (a). Plaintiffs allege that certain of ADM's facilities are "major emitting facilities," as defined by Section 169(1) of the Act, 42 U.S.C. § 7479(1), and the federal and state regulations promulgated pursuant to the Act.

(b). The requirements of the Control Technology Plans ("CTPs") which are Attachments 2 through 11 to this Consent

Decree, are incorporated herein by reference and made a directly enforceable part of this Consent Decree. Non-material modifications to the CTPs may be made by written approval of the appropriate Plaintiffs. Such approval shall not be withheld if the modification meets the emission reduction requirements and schedules set forth in this Consent Decree.

6. Unless otherwise defined herein, terms used in this Consent Decree shall have the meaning given to those terms in the Act, and the federal and state regulations promulgated pursuant to the Act. For purposes of this Consent Decree, the term "plant" refers to any ADM processing plant that is listed in this Decree at Paragraphs 7 through 14. Certain of ADM's 43 facilities include more than one plant.

7. ADM owns and operates the following twenty-two (22) plants for processing soybeans:

(a). Champaign, Illinois (now closed and sold)

(b). Clarksdale, Mississippi (now closed)

(c). Decatur West, Illinois

(d). Decatur East, Illinois

(e). Des Moines, Iowa

(f). Fostoria, Ohio

(g). Frankfort, Indiana

(h). Fredonia, Kansas (now closed)

(i). Fremont, Nebraska

(j). Galesburg, Illinois

(k). Granite City, Illinois (now closed)

(l). Helena, Arkansas (now closed)

(m). Kershaw, South Carolina

(n). Lincoln, Nebraska

(o). Little Rock, Arkansas

(p). Mankato, Minnesota

(q). Mexico, Missouri

(r). North Kansas City, Missouri

(s). Quincy East, Illinois

(t). Quincy West, Illinois

(u). Taylorville, Illinois (now closed)

(v). Valdosta, Georgia

8. ADM owns and operates the following twelve (12) plants for processing corn germ, cottonseed, canola and sunflower seed:

(a). Clinton, Iowa (corn germ)

(b). Decatur, Illinois (corn germ)

(c). Goodland, Kansas (sunflower seed)

(d). Levelland, Texas (cottonseed) (now closed)

(e). Memphis, Tennessee (cottonseed)

(f). North Little Rock, Arkansas (cottonseed) (now closed)

(g). Port Gibson, Mississippi (cottonseed) (now closed)

(h). Quanah, Texas (cottonseed) (now closed)

(i). Richmond, Texas (cottonseed)

(j). Sweetwater, Texas (cottonseed) (now closed)

(k). Velva, North Dakota (canola)

(l). Valdosta, Georgia (cottonseed)

9. ADM owns and operates the following five (5) plants for multi-seed processing:

(a). Augusta, Georgia (peanut, corn germ, canola, soybean) (now closed)

(b). Enderlin, North Dakota (canola, soybean, and sunflower seed)

(c). Lubbock, Texas (corn germ, cottonseed, and peanuts)

(d). Lubbock North, Texas (corn germ, cottonseed, and peanuts) (now closed)

(e). Red Wing, Minnesota (canola, flax, and sunflower seed)

10. ADM produces crude vegetable oil and meal products by removing oil from the oilseeds identified in Paragraphs 7-9 above. Some oil extraction is accomplished through direct contact with an organic solvent. ADM's plants which use solvent extraction for vegetable oil production are major sources of n-hexane, a hazardous air pollutant ("HAP"), and may be major sources of volatile organic compounds ("VOCs"). Sources of VOC and HAP emissions include the solvent recovery system, meal

dryers, coolers, residual solvent in meal and oil products, leaking equipment components, storage tanks, and wastewater. These plants are subject to the requirements of 40 C.F.R. Part 63, Subpart GGGG (vegetable oil production NESHAP), applicable SIP requirements, and in some instances are subject to the PSD requirements of 40 C.F.R. Part 52.

11. ADM owns and operates the following five (5) wet corn mill plants for the production of corn products, including ethanol:

(a). Cedar Rapids, Iowa

(b). Clinton, Iowa

(c). Columbus, Nebraska (formerly Minnesota Corn Processors)

(d). Decatur, Illinois

(e). Marshall, Minnesota (formerly Minnesota Corn Processors)

12. ADM owns and operates two dry corn mill plants for the production of corn products, including ethanol:

(a). Peoria, Illinois

(b). Walhalla, North Dakota

13. ADM's corn processing plants produce a number of products from corn, including starch, sweeteners, germ, ethanol, and animal feed. The manufacturing process at ADM's corn processing plants results in emissions of significant quantities

of regulated air pollutants, including nitrogen oxides ("NO_x"), carbon monoxide ("CO"), particulate matter ("PM"), sulfur dioxide ("SO_2"), VOCs and HAPs. The primary sources of these emissions are the dryers, carbon furnaces, fermentation units, boilers, and ethanol load-out systems. These plants are subject to the PSD requirements of 40 C.F.R. Part 52 and applicable SIP requirements.

14. ADM owns and operates the following six (6) additional plants:

(a). Southport, North Carolina (citric acid)

(b). Decatur, Illinois (BioProducts)

(c). Keokuk, Iowa (wheat gluten)

(d). Decatur, Illinois (vitamin E)

(e). Decatur, Illinois (vitamin C)

(f). Decatur, Illinois (De-oiled lecithin)

15. ADM operates combustion sources at all 43 facilities, such as industrial boilers, process heaters, and burners for dryers and other process units, which are sources of NO_x, PM and PM_{10}, CO and SO_2 emissions.

IV. COMPLIANCE PROGRAM FOR CORN PROCESSING PLANTS

PROGRAM SUMMARY: As set forth in this Part, ADM shall implement a program to reduce the emissions of VOCs, CO, PM, NO_x, and SO_2 from its corn processing plants nationwide by approximately 59,000 tons per year. ADM shall accomplish the emission reductions through the installation of pollution control technologies and implementation of emission reduction projects in accordance with the compliance schedules set forth in this Consent Decree and in the facility-specific Control Technology Plans ("CTPs"). Where required, ADM shall propose new emission limits as a result of these projects and shall demonstrate compliance with applicable limits at individual units through performance tests, continuous emission or operating parameter monitoring, and recordkeeping. ADM shall submit permit applications to incorporate the new limits into federally-enforceable and all state-required permits for each facility.

A. FACILITY-SPECIFIC REQUIREMENTS

16. The specific requirements applicable to ADM's corn processing plants are contained in the attached CTPs numbers 2 through 8, and Attachment 12. The CTPs include the following:

(a) Identification of all units to be controlled;

(b) Engineering design criteria for the proposed controls;

(c) Applicable emission limits, as specified in this Section IV;

(d) Required procedures for the proposal and setting of new emission limits;

(e) A schedule for installation;

(f) Identification of monitoring parameters and parameter limits;

(g) Identification of all units for which ADM must perform emissions testing along with the schedule for those tests and the applicable test methods; and

(h) Identification of emission units that will have Continuous Emission Monitoring Systems ("CEMS"), and a description of how ADM will monitor compliance using the CEMS.

17. ADM shall meet the unit emission limits or percentage reductions (collectively referred to herein as "emission reduction projects") set forth below in accordance with the attached CTPs. Where the Consent Decree requires "percent reductions," these reductions shall be demonstrated by calculating the difference between the mass of pollutants measured at the control device inlet and outlet unless otherwise specified in a CTP or Attachment 12. Where part per million ("ppm") limits are referenced in this Consent Decree or the CTPs, compliance will be determined using ppm by volume on a dry basis. Where optimization of existing equipment is required under this Consent Decree, initial startup will be defined as completion of the optimization study, for purposes of Paragraph 34 and the applicable CTP.

18. <u>CEDAR RAPIDS, IOWA</u> (CTP at Attachment 2)

(a). VOC/CO/PM Emission Reduction Projects

Gluten Feed Dryers 1-5:

VOC: 95% control or 10 parts per million ("ppm")
CO: 90% control or 100 ppm
PM: Emission limit to be set as described in the CTP

Gluten Meal Dryers 1-2:

VOC: 95% control or 10 ppm
CO: 90% control or 100 ppm
PM: Emission limit to be set as described in the CTP

Carbon Furnaces 1-3:

VOC: 95% control or 10 ppm
CO: 90% control or 100 ppm
PM: Emission limit to be set as described in the CTP

(b). VOC Emission Reduction Projects

Ethanol Fermenters:
95% control or 20 ppm
Non-dedicated Ethanol Loadout:
95% control

(c). SO2 Emission Reduction Projects

Fluid Bed Germ Dryer 1:
90% control or 20 ppm

(d). NO_x Projects

Cogen Boilers 1-3:
Installation of selective non-catalytic reduction ("SNCR") and establishment of emission limit
Cogen Boiler 5:
Optimization of SNCR as specified in Iowa Permit #98-A-507P
Package Boilers:
Shutdown to achieve a reduction of 55 tons from the package boiler baseline as specified in Attachment 12

19. <u>CLINTON, IOWA</u> (CTP at Attachment 3)

(a). VOC/CO/PM Emission Reduction Projects

Stearns Dryers 1-3:
VOC: 95% control or 10 ppm
CO: 90% control or 100 ppm
PM: Emission limit to be set as described in the CTP

Gluten Intensa Dryers 1, 5 and 6:
VOC: 95% control or 10 ppm
CO: 90% control or 100 ppm
PM: Emission limit to be set as described in the CTP

Carbon Furnaces 1-2:
VOC: 95% control or 10 ppm
CO: 90% control or 100 ppm
PM: Emission limit to be set as described in the CTP

(b). VOC Emission Reduction Projects

Yeast Propagators:
95% control or 20 ppm
Ethanol Fermenters:
95% control or 20 ppm
Non-dedicated Ethanol Loadout:
95% control
Stillage MR Vents:
Installation of control equipment designed to achieve 95% control, with emission limits to be set as described in the CTP
Millhouse Vent:
95% control or 20 ppm

(c). SO_2 Emission Reduction Projects

Stearns Dryers 1-3:
90% control or 20 ppm
Vetter Dryers 1-5:
90% control or 20 ppm
Gluten Intensa Dryers 1, 5 and 6:
90% control or 20 ppm
Leader Dryers 1-4:
90% control or 20 ppm
Carbon Furnaces 1-3:

90% control or 20 ppm

Stoker boilers nos. 3-5:

1.2 lbs SO_2/MMBtu on a 30-day rolling average

Cyclone boilers nos. 6-7:

Meet the SO_2 emission limits specified in Paragraph 26

(d). NO_x Emission Reduction Projects

Cyclone Boilers 6-7:

Emissions reductions projects and establishment of emission limits, as required in the CTP

Boilers 1-2:

Installation of low-NOx burners and establishment of emission limits

20. <u>DECATUR, ILLINOIS</u> (CTP at Attachment 4)

(a). VOC/CO/PM Emission Reduction Projects

Gluten Feed/Fiber Dryers 1-7:

VOC: 95% control or 10 ppm
CO: 90% control or 100 ppm
PM: Emission limits to be set as described in the CTP

Gluten Meal Dryers 1-2:

VOC: 95% control or 10 ppm
CO: 90% control or 100 ppm
PM: Emission limits to be set as described in the CTP

Carbon Furnaces 1-3:

VOC: 95% control or 10 ppm
CO: 90% control or 100 ppm
PM: Emission limits to be set as described in the CTP

(b). VOC Emission Reduction Projects

Germ Dryers (Fluid Bed 1 & RST 1B; FB2 and RST 1A, 1C and 2) and Millhouse Vent:

95% control or 20 ppm

Yeast Propagators:

95% control or 20 ppm

Ethanol Fermenters:

95% control or 20 ppm

Non-dedicated Ethanol Loadout:

95% control

Stillage MR vents:

Installation of control equipment designed to achieve 95% control, with emission limits to be set as described in the CTP

(c). SO_2 Emission Reduction Projects

Gluten Feed/Fiber Dryers 1-7:

90% control or 20 ppm

Gluten Meal Dryers 1-2:

90% control or 20 ppm

Germ Dryers (Fluid Bed 1 & RST 1B; FB2 and RST 1A,1C and 2) and Millhouse Vent:

90% control or 20 ppm

Carbon Furnaces 1-3:

90% control or 20 ppm

(d). NO_x Emission Reduction Projects

Cogen Boilers 1-6:

Installation of SNCR and establishment of emission limits

Cogen Boiler 9:

Optimization of SNCR and establishment of emission limit, as specified in Illinois permit # 97050097

Feedhouse Boilers 5, 6, 9 and 10:

Permanent shutdown

21. <u>MARSHALL, MINNESOTA</u> (CTP at Attachment 5)

(a). VOC/CO/PM Emission Reduction Projects

Gluten Flash Dryer:

VOC: 95% control or 10 ppm
CO: 90% control or 100 ppm

Carbon Furnace 1:

VOC: 95% control or 10 ppm
CO: 90% control or 100 ppm
PM: Emission limits to be set as described in the CTP

(b). VOC Emission Reduction Projects

Feedhouse and MR Vent:
95% control or 20 ppm
Millhouse Vent:
95% control or 20 ppm
Ethanol Fermenters:
95% control or 20 ppm
Non-dedicated Ethanol Loadout:
95% control

(c). SO_2 Projects

Coal Boilers 1-2:
Emission limit of 1.2 lb/MMBtu

(d). NO_x Projects

Coal Boilers 1-2: Emission limits to be set as described in the CTP

22. <u>COLUMBUS, NEBRASKA</u> (CTP at Attachment 6)

(a). PM Emission Reduction Projects

Starch Dryer #1:
Emission limits to be set as described in the CTP

Silt Emissions from Roads:
Submission of permit application addressing control of road silt

(b). VOC Emission Reduction Projects

Germ Dryers 1-3:
95% control or 20 ppm
Millhouse Vent:
95% control or 20 ppm
Stillage MR Vent:
Installation of control equipment designed to achieve 95%, with emission limits to be set as described in the CTP
VB (Distillation) Scrubber Vent:
95% control or 20 ppm
Ethanol Fermenters:
95% control or 20 ppm

Non-dedicated Ethanol Loadout:
95% control

(c). NO_x Emission Reduction Projects

Boiler #1:
Emission limit of 0.06 lb/MMBtu

(d). ADM shall submit a PSD permit application for the Columbus facility and correct such increment and NAAQS non-compliance as might be indicated in the process, as specified in more detail in the CTP. Such corrections as indicated in the resulting PSD permit may require additional emissions reductions beyond those presently stated in this Consent Decree and CTP. Such additional emission reductions shall be considered an obligation of and enforceable under the Decree. No further reductions shall be imposed for purposes of meeting best available control technology ("BACT") standards beyond those required under the Consent Decree.

23. PEORIA, ILLINOIS (CTP at Attachment 7)

(a). VOC/CO/PM Emission Reduction Projects

Direct-Fired Feed Dryers (RTO bypass stream):
VOC: 95% control or 10 ppm
CO: 90% control or 100 ppm
PM: Emission limits to be set as described in the CTP

(b). VOC Emission Reduction Projects

Yeast Propagators:
95% control or 20 ppm
Ethanol Fermenters:
95% control or 20 ppm
Non-dedicated Ethanol Loadout:
95% control

(c). SO_2 Emission Reduction Projects

Coal boiler nos. 1-3:
Meet the SO_2 emission limits specified in Paragraph 25

24. <u>WALHALLA, NORTH DAKOTA</u> (CTP at Attachment 8)

(a). VOC/CO/PM Emission Reduction Projects

DDGS dryer:
VOC: 95% control or 10 ppm
CO: 90% control or 100 ppm
PM: Emission limit to be set as described in the CTP

(b). VOC Emission Reduction Projects

Yeast Propagator:
95% control or 20 ppm
Ethanol Fermenters:
95% control or 20 ppm
Non-dedicated Ethanol Loadout:
Operational limit of less than 15% by volume non-dedicated truck loadouts per calendar year as specified in the CTP

(c). NO_x Emission Reduction Projects
DDGS dryer:
Installation of a low-NOx burner and establishment of emission limits

25. <u>SO_2 Emission Reduction Projects for Peoria boiler nos. 1-3</u>: ADM shall reduce emissions of SO_2 from Peoria Coal Boilers 1, 2 and 3 in order to meet the following requirements:

(a). <u>12-month limit</u>: ADM's combined SO_2 emissions from Peoria Coal Boilers 1, 2 and 3 shall not exceed 3,400 tons per rolling 12-month period.

(b). <u>30-day limit</u>: ADM's combined SO_2 emissions from Peoria Coal Boilers 1, 2 and 3 shall not exceed 421 tons per rolling 30-day period.

26. SO_2 Emission Reduction Projects for Clinton Coal Boilers 6 and 7: ADM shall reduce emissions of SO_2 from Clinton Coal Boilers 6 and 7 in order to meet the following requirements:

(a). 12-month limit: ADM's combined SO_2 emissions from Clinton Coal Boilers 6 and 7 shall not exceed 2,934 tons per rolling 12-month period.

(b). 30-day limit: ADM's combined SO_2 emissions from these units shall not exceed 338 tons per rolling 30-day period.

(c). ADM shall meet these limits through a combination of emission reduction projects as described in the CTP.

27. ADM's Cedar Rapids and Decatur Cogen Boilers shall comply with the SO2 emission limits as set forth in the CTPs for these plants.

B. IMPLEMENTATION SCHEDULE

28. VOC Emission Reduction Schedule:

As provided in Paragraphs 16 through 24 above, ADM shall reduce VOC emissions from its corn plants located in Cedar Rapids and Clinton, Iowa, Decatur and Peoria, Illinois, Marshall, Minnesota, Columbus, Nebraska, and Walhalla, North Dakota. These emission reduction projects are estimated to result in VOC emission reductions of 16,800 tons per year (tpy). The schedule for implementing these emission reductions is as follows:

(a). ADM shall achieve a minimum of one-third (i.e., 5,600 tpy) of the estimated VOC emission reductions by December 31, 2005. ADM shall demonstrate compliance with this requirement in its July 30, 2006 semiannual report under this Decree.

(b). ADM shall achieve a minimum of three-fourths (i.e., 12,600 tpy) of the VOC emission reductions from these emissions units by December 31, 2007. ADM shall demonstrate compliance with this requirement in its July 30, 2008 semiannual report under this Decree.

(c). ADM shall achieve 100% of the VOC emission reductions from these emissions units by December 31, 2012. ADM shall demonstrate compliance with this requirement in its July 30, 2013 semi-annual report under this Decree.

(d). On or before December 31, 2007, ADM shall achieve a minimum of 60% of the total targeted VOC emission reductions in each state in which emissions reduction projects are planned. ADM shall demonstrate compliance with this requirement in its July 30, 2008 semiannual report under this Decree.

(e). ADM shall demonstrate compliance with the requirements of this Paragraph by demonstrating that, with respect to the applicable deadline, (1) it has installed and is operating VOC controls, and/or (2) it has met the applicable control requirements under this Decree through enhancement of existing processes and/or controls and/or through permanent shutdowns.

Baseline emissions, required control efficiencies and estimated emission reductions from each of the units covered by this Paragraph are defined in Attachment 12.

(f). If any of the projects fails to meet the control requirements of this Decree, compliance with this Paragraph (other than Subparagraph (c)) will be determined by multiplying the demonstrated control efficiency for each completed project by the baseline emissions rate in Attachment 12. If ADM fails to demonstrate compliance it shall be subject to stipulated penalties as of the installation deadline specified in Subparagraphs (a) through (d) above (e.g., December 31, 2005).

29. <u>SO_2 Emission Reduction Schedule</u>:

(a). For units at which ADM is required to implement emission reduction projects for both SO_2 and VOC, the deadline for implementation of the SO_2 emission reduction projects will be the same as the deadline for completion of the VOC project.

(b). ADM shall demonstrate compliance with the 30-day rolling emission limit for Peoria Coal Boilers 1, 2, and 3 as required in Paragraph 25, by March 31, 2007 and with the 12-month rolling emission limit by March 31, 2008.

(c). ADM shall demonstrate compliance with the 30-day rolling average emission limits for Clinton Stoker Boilers 3, 4, and 5, as required in Paragraph 19 by no later than May 31, 2003.

(d). ADM shall demonstrate compliance with the 30-day rolling emission limits for Clinton Cyclone Boilers 6 and 7 as required in Paragraph 26, by March 31, 2009 and with the 12-month rolling emission limit by March 31, 2010.

(e). ADM shall complete the remaining SO_2 emission reduction projects according to the schedule(s) in the CTP(s).

30. NOx Emission Reduction Schedule:

(a). By no later than March 31, 2010, ADM shall complete the required emission reduction projects as defined in the CTPs for Decatur and Cedar Rapids on enough of the following list of units such that the total maximum heat input capacity of the controlled units shall be at least 1750 MMBTU/hr. By no later than March 31, 2012, the remainder of the units listed below will be controlled.

Cedar Rapids Cogen Boiler 1	(552 MMBtu/hr)
Cedar Rapids Cogen Boiler 2	(552 MMBtu/hr)
Cedar Rapids Cogen Boiler 3	(552 MMBtu/hr)
Decatur Cogen Boiler 1	(492 MMBtu/hr)
Decatur Cogen Boiler 2	(492 MMBtu/hr)
Decatur Cogen Boiler 3	(492 MMBtu/hr)
Decatur Cogen Boiler 4	(492 MMBtu/hr)
Decatur Cogen Boiler 5	(492 MMBtu/hr)
Decatur Cogen Boiler 6	(700 MMBtu/hr)

(b). ADM shall complete the remaining NOx emission reduction projects according to the schedule(s) in the CTP(s).

C. DEMONSTRATION OF COMPLIANCE

PROGRAM SUMMARY. Upon completion of each project required under this Section IV, ADM shall demonstrate compliance with the applicable emission limit and/or destruction efficiency through one or more of the following, as appropriate: source testing, continuous emission or parametric monitoring, recordkeeping and reporting, as set forth in the following Paragraphs 31-34 and the attached, facility-specific CTPs. Where ADM is required to use CEMS or parametric monitoring, such monitoring data shall be used for demonstration of compliance.

31. Equipment Operation During Shakedown Period. For each emission reduction project required under this Section IV, during the period between initial startup of the project until completion of the source testing required by Paragraph 34, ADM shall continuously operate all process and control equipment in a manner to minimize emissions to the greatest extent practicable.

32. Monitoring of Operating Parameters. Where monitoring of operating parameters is required, ADM shall begin to monitor the operating parameters as specified in the CTPs no later than 30 days following initial startup of the project.

33. CEMS Use and Certification. For each emission reduction project required under this Section IV for which a CEMS is mandated, ADM shall install the CEMS and begin to continuously monitor emissions no later than 60 days after initial startup of

the emission reduction equipment as specified in the CTP. By no later than 180 days after initial startup, ADM shall certify and calibrate, and thereafter continuously maintain and operate each CEMS as specified in the CTP.

34. Source Testing. By no later than 180 days after initial startup of each emission reduction project required under this Section IV, if continuous emissions monitoring is not performed on the unit, ADM shall conduct source testing to evaluate compliance with applicable requirements of this Consent Decree. ADM shall conduct source testing in accordance with this Paragraph and the CTPs. Testing for compliance or demonstration of emission limits shall be conducted in accordance with a protocol approved by the appropriate Plaintiffs. During the test, all units shall be operated at maximum representative operating conditions. During source testing, ADM shall monitor, at a minimum, the operating parameters specified by the facility-specific CTP.

D. EMISSION LIMITS AND EMISSIONS REPORTING

35. Demonstration Period and Optimization Studies. ADM's operation of low NOx burners for a period of 180 days shall constitute the "demonstration period" for this technology. The "optimization study" for each SNCR application is described in the applicable CTP.

36A. Initial Emissions Report. No later than 60 days after the completion of the source testing, demonstration period, or optimization study, whichever occurs later, ADM shall submit an Initial Emissions Report. This report shall include, where applicable, the source test report or a summary of emission monitoring data during the demonstration period or optimization study, ADM's proposed emission limit as required by the facility-specific CTP, and, where required under this Consent Decree or the facility-specific CTP, the operating parameter(s) ranges or limits that ADM proposes to monitor for compliance demonstration.

36B. Proposed and Final Emission Limits. The appropriate Plaintiffs shall set the final emission limit, and operating parameter ranges or limits, as appropriate, based on ADM's Initial Emissions Report under Paragraph 36A, process variability, a reasonable certainty of compliance and any other information pertinent to the specific emission unit. ADM shall comply with the proposed emission limit immediately following submission of the Initial Report and shall comply with the Final Limit no later than 60 days following ADM's receipt of notice from the Plaintiffs regarding the final emission limit.

E. PERMITS

37. Construction Permits. ADM shall seek to obtain all required permits, including any SIP pre-construction permits as may be required by the affected permitting authority, for the

construction of pollution control devices and any other equipment required under this Consent Decree or required to meet the emission reduction requirements specified in this Consent Decree.

38. Unit Operating Permits. ADM shall apply, consistent with applicable regulations, for modification of its federally-enforceable operating permit(s) to incorporate, as appropriate, the emission limits, operational requirements, and the monitoring and recordkeeping requirements set forth in or developed pursuant to this Consent Decree or the CTPs. Plaintiffs agree that the incorporation of the terms of the Consent Decree, including CTPs, into a Title V permit may be accomplished through the minor modification procedures of 40 C.F.R. Part 70 or the state-specific rules adopted consistent with Part 70.

39. General Permitting Requirements.

(a). ADM shall submit timely and complete applications for all permits required to be obtained under this Consent Decree pursuant to the Clean Air Act and applicable State or local permitting requirements.

(b). For units not required to implement emission reduction projects under this Consent Decree, ADM shall have a period of 18 months from the date of lodging of the Consent Decree to apply for a permit or permit amendment imposing or modifying VOC and CO limits for units at the plants listed in Paragraphs 11 through 14. ADM's failure to submit full and complete applications for

these permits or permit amendments by the 18-month deadline may subject it to additional civil penalties and injunctive relief requirements. ADM shall submit a list of facilities for which applications for permits or permit amendments were filed in its January 30, 2005 semiannual report. This provision shall not extend any deadlines for submission of Title V permit applications.

V. NSPS REQUIREMENTS APPLICABLE TO PLANTS SUBJECT TO THIS CONSENT DECREE

40. By no later than January 30, 2005 (semiannual report), ADM shall identify the units (referred to as "affected facilities" for NSPS purposes) at plants subject to this Consent Decree for which ADM will accept NSPS applicability in the following categories:

(a). Steam generating units accepting applicability under 40 C.F.R. Part 60, Subpart Db (Industrial-Commercial-Institutional Steam Generating Units);

(b). Steam generating units accepting applicability under 40 C.F.R. Part 60, Subpart Dc (Small Industrial-Commercial-Institutional Steam Generating Units);

(c). Storage vessels accepting applicability under 40 C.F.R. Part 60, Subpart Kb (Volatile Organic Liquid Storage Vessels);

(d). Process units accepting applicability under 40 C.F.R. Part 60, Subpart VV (Equipment Leaks of VOC);

(e). Affected facilities at grain terminal and storage elevators accepting applicability under 40 C.F.R. Part 60, Subpart DD (Standards of Performance for Grain Elevators);

(f). Affected facilities at coal preparation plants accepting applicability under 40 C.F.R. Part 60, Subpart Y (Standards of Performance for Coal Preparation Plants); and

(g). Affected facilities accepting applicability under any other subpart of 40 C.F.R. Part 60.

41. Units Accepting Applicability:

(a) Units Subject to Immediate Compliance. By no later than January 30, 2005 (semiannual report), ADM shall submit its completed list of NSPS-applicable units to EPA and the appropriate state or local authority. ADM shall immediately comply with the requirements of the NSPS for those units accepting applicability.

(b) Units Subject to Compliance Schedule. By no later than January 30, 2005 (semiannual report), ADM shall submit a compliance schedule for review and approval by the appropriate Plaintiffs for any unit for which it accepts NSPS applicability but which is not in compliance with all applicable NSPS requirements. The approved compliance schedule is incorporated by reference herein and made enforceable under this Consent

Decree. Thereafter, ADM shall comply with the requirements of each compliance schedule, as approved, and shall demonstrate by the time specified in the compliance schedule that the unit covered by the schedule meets all applicable NSPS requirements.

42. Units Not Accepting Applicability:

(a) Information Requirement. For those units that fit the categories of Subparts Db, Dc, Y, DD, VV, or any other Subparts identified under Paragraph 40(g), but for which ADM does not accept applicability for the unit under NSPS, ADM shall provide in the report submitted under Paragraph 40 a description of the unit or class of units (e.g., "rest of process"), size and type, and approximate time period of construction. For those units that fit the category of Subpart Kb, ADM need not provide information relating to the following types of units:

(a) Process vessels;

(b) Vessels subject to 40 CFR Part 63, Subpart GGGG; and

(c) Vessels having a capacity of less than 20,000 gallons or containing a liquid that has a vapor pressure less than 3.5 kPa.

(b) Reservation of Plaintiffs' Claims. Those units for which ADM declines to accept NSPS applicability are beyond the scope of the release from liability set forth in Paragraph 126 ("Resolution of Claims") of this Decree, and Plaintiffs reserve their right to enforce NSPS claims related to those units.

VI. GENERAL RECORDKEEPING AND REPORTING REQUIREMENTS

43. Data Retention. ADM shall monitor all operating parameters required by each facility-specific CTP, and shall maintain records of this data in accordance with the retention requirements set forth in Paragraph 45.

44. Semiannual Reports. Beginning with the January 30, 2004 report, and semiannually thereafter, ADM shall submit written reports to EPA and the appropriate state or regional air authority. Each such report shall be due within thirty days after the end of each semiannual reporting period (January 1 through June 30, or July 1 through December 31, as applicable, except for the first report where the reporting period is from the date of lodging through December 31). The reports shall contain the following information for the most recent reporting period:

(a). The current schedule for compliance with the CTP requirements, including annual CTP schedule updates to be submitted with the semiannual reports required on January 30th of each year, which shall itemize all such requirements with the applicable deadline or milestone, the tasks that have been completed with date, and the future tasks (including permanent shutdown of any emission units) that have yet to be completed with expected date;

(b). For each unit for which an emission limit under this Consent Decree is in effect, information to support ADM's compliance status with such limit, including data for emissions or operational parameters, as required to be monitored, during the reporting period. For this purpose, monitored emissions data may be submitted to the appropriate Plaintiffs in electronic format as provided for by 40 C.F.R. Part 75; and

(c). Other information specifically required to be included in the semiannual reports pursuant the CTPs or this Consent Decree.

45. Record Retention. ADM shall preserve and retain all records and documents that reflect ADM's compliance with the requirements of this Consent Decree for a project required under this Consent Decree for a period of five (5) years following the demonstration of compliance for that project, unless other regulations require the records to be maintained longer, or unless otherwise agreed between ADM and the appropriate Plaintiffs.

46. Certification. ADM's semiannual reports shall contain the following certification and shall be signed by a plant manager, a corporate official responsible for plant management or a corporate official responsible for environmental management and compliance at the plant(s) covered by the report:

> "I certify under penalty of law that I have personally examined the information submitted herein and that I have

made a diligent inquiry of those individuals immediately responsible for obtaining the information and that to the best of my knowledge and belief, the information submitted herewith is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

Each such report and certification shall be reviewed and initialed by a corporate official at the vice presidential level or higher. If the signatory is such an official, the report and certification may be peer-reviewed and initialed.

VII. COMPLIANCE PROGRAM FOR VEGETABLE OILSEED PLANTS

PROGRAM SUMMARY: ADM shall reduce air emission of VOCs and HAPs by approximately 4,000 tons per year by lowering solvent losses at 26 vegetable oil extraction plants nationwide. ADM shall accomplish the reductions by upgrading existing equipment, adding new equipment, piloting innovative technology, and establishing a final VOC Solvent Loss Ratio (SLR) limit for each plant. ADM shall achieve compliance in accordance with the schedule set forth in the "Oilseed Control Technology Plans". ADM shall comply with interim emission limits at 12 plants and final emission limits for all 26 plants, as established under the Consent Decree. ADM shall incorporate all final limits in federally enforceable operating permits for each facility.

A. INTERIM LIMITS

47. By no later than 90 days following lodging of this Consent Decree, ADM shall begin to account for solvent loss and quantity of oilseeds processed to comply with the following VOC solvent loss ratio ("SLR") limits at the following nine plants:

Decatur, Illinois - Corn Germ	0.31 gal/ton

Goodland, Kansas - Sunflower	0.34
Mankato, Minnesota - Conventional Soybean	0.15
Memphis, Tennessee - Large Cottonseed	0.37
Mexico, Missouri - Conventional Soybean	0.18
Richmond, Texas - Small Cottonseed	0.25
Valdosta, Georgia - Conventional Soybean	0.15
Valdosta, Georgia - Large Cottonseed	0.30
Velva, North Dakota - Canola	0.33

The first compliance determination will be based on the first 12 operating months of data collected after the date on which ADM begins to account for solvent loss under this paragraph. "Operating month" is defined according to the definition provided in 40 C.F.R. Part 63, Subpart GGGG.

48. By no later than April 12, 2003, ADM shall begin to account for solvent loss and quantity of oilseeds processed to comply with a VOC SLR limit of 0.20 gal/ton at the following three plants:

Fostoria, Ohio

Fremont, Nebraska

Lincoln, Nebraska

The first compliance determination will be based on the first 12 operating months of data collected after the date on which ADM begins to account for solvent loss under this paragraph.

B. DECATUR EAST SPECIALTY SOYBEAN PLANT.

PROGRAM SUMMARY - WHITE FLAKE COOLER VENT PROJECT: ADM shall implement a program with the goal of achieving a reduction of 90% or greater in VOC emissions from the white flake cooler vents for the white flake lines at the Decatur East Specialty Soybean Plant (Decatur East Plant). The program is described in detail in the Decatur East CTP, Attachment 10. The first step consists of piloting a Vacuum Assisted Desolventizing System (VADS) on one white flake line. If this technology meets the performance criteria in the CTP, ADM will install it on the other white flake lines. If it does not, ADM must conduct engineering evaluations and, if appropriate, a pilot program, directed toward identifying an alternative technology that is technologically and economically feasible, and meets the performance criteria. If such an alternative technology is identified, and has all necessary regulatory clearances under the Federal Food, Drug, and Cosmetic Act, ADM must install it on its white flake lines. The emission reduction benefits from this program would be addressed in the final SLR limit for the Decatur East Plant, which will be established pursuant to Paragraph 70.

49. By no later than 12 months following lodging of this Consent Decree, ADM shall install a Vacuum Assisted Desolventizing System ("VADS") on one of the three white flake lines at its Decatur East plant, that are currently equipped with flash desolventizer/deodorizer technology.

50. After start-up, ADM shall operate the VADS-equipped white flake line at representative operating conditions, in order to determine whether it is capable of meeting the performance criteria in the Decatur East CTP.

51. By no later than 21 months after lodging of this Consent Decree, ADM shall submit a report to EPA and the Illinois Environmental Protection Agency ("IEPA") on the evaluation of the VADS-equipped white flake line. The report shall include a determination whether the VADS-equipped white flake line is capable of meeting the performance criteria in the Decatur East CTP. Specifically, the report shall include solvent loss and crush data, monitoring data, and all assumptions and calculations used to estimate the emission reduction benefit of the VADS technology.

52. If it is determined that the VADS-equipped white flake line meets the performance criteria in the Decatur East CTP, ADM shall install a VADS on each of the other two white flake lines, or a single VADS on both lines, not later than one year after the determination required under Paragraph 51.

53. If it is determined that the VADS-equipped white flake line does not meet the performance criteria in the Decatur East CTP, ADM shall submit:

(a). In the report required under Paragraph 51, or a separate report if ADM requests and EPA approves an extension, an

evaluation of the technical feasibility, estimated control efficiency, and cost-effectiveness of alternate technologies for controlling VOC emissions from the white flake cooler vents for its white flake lines.

(b). In the report under Paragraph 51, ADM shall report whether the VADS is to remain in place, or be removed.

54. (a). Evaluation of Alternative Technologies: The evaluation of alternative technologies in the report required under Paragraph 53 shall include all potentially applicable technologies that are capable of reducing VOC emissions from the white flake cooler vents for a white flake line. The target control efficiency for each technology is 90%. Two of the technologies to be evaluated shall be:

1. a fluidized bed adsorption system using polymeric resin; and
2. a bioreactor system using engineered microorganisms.

ADM shall evaluate alternative control technologies with control efficiencies lower than 90% if it is determined that the control technology is technically feasible and cost-effective.

(b). Evaluation of Technical Feasibility: The technical feasibility portion of the evaluation report required by Paragraph 53 shall include a detailed engineering analysis of

each technology and focus on whether the technology can meet the performance criteria specified in the Decatur East CTP, and fire safety standards. The engineering analysis shall include, as appropriate, manufacturer's design specifications and performance criteria, any data from pilot or full-scale implementations of the technology that is relevant to this proposed evaluation, any estimates of emission reductions for each technology, and all calculations, assumptions and/or operating data used to estimate control efficiencies.

(c). Evaluation of Economic Feasibility: The cost effectiveness portion of the evaluation will be conducted on an annualized basis, in terms of cost per ton of reduced emissions, and submitted for EPA approval. The cost per ton estimates shall take into account all costs associated with the installation and implementation of the control measure in question, and may include costs associated with process and plant changes necessary to accommodate the control measures provided that the report also addresses any benefits to ADM from such changes. The report shall include detailed supporting information for the determination of the cost-effectiveness including all calculations and assumptions. For purposes of this Consent Decree, a cost effectiveness of less than $5,000 per ton of VOC removed/recovered is presumptively cost effective, and a cost effectiveness of greater than $10,000 per ton of VOC

removed/recovered is presumptively not cost effective. The report also shall evaluate whether these alternative technologies have all necessary clearances under the Federal Food, Drug and Cosmetic Act ("FFDCA"), where applicable.

55. If one or more of the alternative technologies is technically feasible, and is cost effective, the report under Paragraphs 51 and 53 shall include a plan for the installation of one of these alternative technologies on the white flake cooler vent for a white flake line, to evaluate whether it is capable of meeting the performance criteria in the CTP. That plan shall include an installation schedule with intermediate milestones.

56. If the technology selected for installation under Paragraph 55 does not have all necessary clearances under the FFDCA, ADM's plan for installation shall include a schedule for applying for such clearances. The plan shall provide for the installation of the technology only after obtaining such clearances, if it would be economically infeasible to produce food or feed that was not adulterated (within the meaning of the FFDCA).

57. The plan under Paragraph 55 shall also provide for operating the white flake line equipped with the alternative technology at representative operating conditions, to determine whether this alternative technology is capable of meeting the performance criteria in the CTP. By no later than 7 months after

installing the alternative technology, ADM shall submit a report to EPA and IEPA on this evaluation. The report shall include a determination whether the alternative technology-equipped white flake line is capable of meeting the performance criteria in the Decatur East CTP.

58. If it is determined that the alternative technology-equipped white flake line meets the performance criteria in the Decatur East CTP, the report under Paragraph 57 shall include a plan for implementing the technology on the other white flake line or other two white flake lines (if the VADS system has been removed, pursuant to Paragraph 53). The plan shall include an installation schedule, with interim milestones. If it is determined that the alternative technology does not meet the performance criteria in the CTP, ADM, EPA, and IEPA will meet to discuss control alternatives prior to dispute resolution.

C. DECATUR WEST CONVENTIONAL SOYBEAN PLANT

59. In accordance with the Decatur West CTP, ADM shall conduct the following emission reduction projects at its Decatur West conventional soybean plant:

(a). By no later than 12 months following lodging of this Consent Decree, ADM shall upgrade the desolventizer toaster/dryer cooler ("DTDC").

(b). ADM will install a new "once-through cold water" condenser following the vent condenser pursuant to the schedule in Paragraph 60. ADM will address emission reduction benefits from these projects in the final SLR limit for this plant, which will be established pursuant to the schedule and formula set out in Paragraph 66.

D. CONDENSER UPGRADES

60. By no later than the dates set forth in this Paragraph, ADM shall upgrade its oilseed plants so that all plants have condenser systems that include, at a minimum, a dedicated "extractor condenser" for the extractor and a once-through cold water condenser following the vent condenser. These condenser upgrades shall be completed on the following schedule:

11 plants (50%)	by April 1, 2004
16 plants (75%)	by April 1, 2005
21 plants (100%)	by April 1, 2006 [1]

Attachment 9, identifies the ADM plants that will receive these condenser upgrades.

E. OILSEED RECORDKEEPING AND REPORTING

[1] or the first day of the plant's first normal operating period thereafter under 40 C.F.R. Part 63, Subpart GGGG, if the plant is not operating on April 1, 2006.

61. For all plants subject to interim or final VOC SLR limits, ADM shall maintain the records required by 40 C.F.R. Part 63, Subpart GGGG on solvent loss and quantity of oilseed processed.

62. For all plants subject to interim or final VOC SLR limits, ADM shall maintain the records required by 40 C.F.R. Part 63, Subpart GGGG, for any malfunction period as defined in Paragraphs 74 and 75 below.

63. Decatur West Project Report. By no later than 45 days after the lodging of this Consent Decree, ADM shall submit a report to the Plaintiffs that specifies the DTDC improvement project details and the completion date to demonstrate that the deadline in Paragraph 59 has been met.

64. Condenser Project Reports. In the semiannual reports due on July 30th of 2004, 2005 and 2006, ADM shall submit reports to Plaintiffs identifying the plants at which upgraded condenser systems have been installed since the last reporting period and ADM's tentative projections for the remaining installations, to demonstrate that the deadlines in Paragraph 60 have been and will be met. For any plant not operating on April 1, 2006, the report shall be submitted 30 days after the installation deadline under Paragraph 60.

65. Control Technology and Technique Report. By no later than 21 months after lodging of this Consent Decree, ADM shall

submit a report to EPA describing technologies and techniques it has implemented for controlling VOC emissions at oilseed plants, for use by the Plaintiffs to foster the transfer of such techniques and technology across the industry. The report shall include the following information for one of each category of oilseed plant for which final VOC SLR limits are required under Paragraphs 66 through 70, and at which a project has been completed:

(1) a brief characterization of each plant (e.g., oilseed type, crush throughput);
(2) emission reduction projects;
(3) project costs;
(4) emission reductions resulting from these projects; and
(5) the basis for the emission reduction and cost estimates.

The report, at a minimum, shall address the technologies and techniques identified in Paragraphs 49 through 60 above that were implemented. The report may include Confidential Business Information ("CBI") in a separate section where such information is deemed necessary to proper understanding of the technologies by the Plaintiffs.

F. FINAL PERMIT LIMITS

66. By no later than December 31, 2007, ADM shall propose in writing to the Plaintiffs final VOC SLR limits for each oilseed plant (except the Decatur East plant) that satisfy the requirements of Paragraphs 67 through 69. Final VOC limits for plants subject to interim limits may be higher than, lower than,

or the same as the interim limits, provided that the requirements of this Consent Decree are satisfied. For a plant that has an existing permit limit lower than the applicable solvent loss factor ("SLF") in 40 C.F.R. Part 63, Subpart GGGG (vegetable oil production NESHAP), ADM may not propose a Final SLR limit that is greater than the existing limit. For each oilseed plant, the first compliance determination will be based on the first 12 operating months of data collected after the date on which each VOC SLR limit is proposed.

67. The capacity-weighted average of the Final SLR limits shall not exceed the following limits for each oilseed group:

0.175 gal/ton for conventional soybean plants

0.33 gal/ton for large cottonseed plants

0.35 gal/ton for canola and small cottonseed plants

0.30 gal/ton for corn germ and sunflower plants.

The Oilseed CTP, Attachment 9, identifies the ADM plants that fall within each oilseed group, and provides the formula for calculating the capacity-weighted averages of the Final SLR limits for each oilseed category.

68. These capacity-weighted averages shall be based on the design capacity for each facility. By no later than 90 days following lodging of this Consent Decree, ADM shall submit, for approval by EPA and the appropriate Plaintiffs, the design capacity values for each plant in the categories listed in

Paragraph 67. ADM shall not use a value higher than the approved design capacity value without the approval of EPA and the appropriate Plaintiff. For purposes of this Consent Decree, design capacity is the "maximum permitted crush capacity" that a plant is allowed to process in a given time period under its operating permit, or, if no limit is included in the operating permit, the facility's maximum physical capacity. This number shall be expressed as "tons of crush per day."

69. For plants that process multiple seed types, the VOC SLR limit shall be 90% of the Solvent Loss Factor ("SLF") under 40 C.F.R. Part 63, Subpart GGGG, § 63.2840(a)(1) for a multiple seed plant. These plants include:

(a). Enderlin, North Dakota (canola, soy, and sunflower)

(b). Lubbock, Texas (corn germ, cottonseed, and peanuts)

(c). Red Wing, Minnesota (canola, flax, and sunflower)

70. ADM shall propose a final VOC SLR limit for the Decatur East specialty soybean plant, not later than two and one-half years (30 calendar months) after: (1) completing installation of the last emission reduction project pursuant to Paragraphs 49 through 58 above; or (2) a determination that no emission reduction project beyond a pilot scale installation is required under Paragraphs 49 through 58. The final VOC SLR limit shall be based upon at least two years of data (unless ADM determines that less operating data is necessary), process variability, a

reasonable certainty of compliance, and all other available and relevant information. EPA and IEPA will review the Final SLR limit proposed by ADM and will either: (a) Approve ADM's proposed SLR limit, or (b) Propose an alternate SLR limit based on the information and data submitted pursuant to this paragraph.

71. Immediately upon proposal, ADM shall begin to account for solvent loss and quantity of oilseeds processed to comply with proposed final VOC SLR limits. For each oilseed plant, the first compliance determination will be based on the first 12 operating months of data collected after the date on which each VOC SLR limit is proposed. Plaintiffs will review the Final SLR limits proposed by ADM and will either: (a) Approve ADM's proposed SLR limits, or (b) Propose an alternate SLR limit(s) based on the information and data submitted pursuant to this paragraph. If a final VOC SLR limit is established pursuant to this Consent Decree for a plant that is different from the proposed limit, ADM shall begin to account for solvent loss and quantity of oilseed processed to comply with that limit on the date that it has been approved by the appropriate Plaintiffs. For each oilseed plant, the first compliance determination will be based on the first 12 operating months of data collected after the date on which the Final SLR limit is approved.

72. Within 90 days after proposal of the Final SLR limits, ADM shall apply to the appropriate permitting authority for the

appropriate federally enforceable operating permits which incorporate these limits.

G. DEMONSTRATION OF COMPLIANCE

73. Solvent Loss Limits. Compliance with the interim and final VOC SLR limits in this Consent Decree shall be determined in accordance with 40 C.F.R. Part 63, Subpart GGGG, with the following exceptions: (1) provisions pertaining to HAP content shall not apply; (2) monitoring and recordkeeping of solvent losses at each plant shall be conducted daily; (3) solvent losses and quantities of oilseed processed during startup and shutdown periods shall not be excluded in determining solvent losses; and (4) records shall be kept in the form of the table in Attachment 13, that show total solvent losses, solvent losses during malfunction periods, and adjusted solvent losses (i.e., total solvent losses minus malfunction losses) monthly and on a twelve-month rolling basis.

74. Malfunctions. ADM may apply the provisions of 40 C.F.R. Part 63, Subpart GGGG pertaining to malfunction periods only when the conditions in both subparagraph (i) and (ii) are met:

(i) The malfunction results in a total plant shutdown. For purposes of this Consent Decree, a "total plant shutdown" means a shutdown of the solvent extraction system.

(ii) Cumulative solvent losses during malfunction periods at a plant do not exceed 4,000 gallons in a 12-month rolling period. At all other times, ADM must include all solvent losses when determining compliance with its interim or final VOC SLR limits at each plant.

75. During a malfunction period, ADM shall comply with the Startup, Shutdown, Malfunction ("SSM") Plan as required under Subpart GGGG for the plant. The solvent loss corresponding to a malfunction period will be calculated as the difference in the total solvent inventories for the day before the malfunction period began and the day the plant resumes normal operation.

H. QUINCY, ILLINOIS COAL BOILERS

76. ADM's Quincy, Illinois Coal-fired boilers 1 and 2 must comply with a NOx emissions limit of 0.43 lbs/MMBtu which will be incorporated into the applicable state operating permit as soon as practicable. Compliance with this limit will be measured in the common stack from these units. ADM will conduct two compliance tests (i.e., three one-hour measurements using Methods 3A and 7E) on these units with one test during the 2003 or 2004 ozone season and one in the winter months between the two ozone seasons.

I. CONSTRUCTION PERMITS AND WAIVERS, GENERAL PERMITTING REQUIREMENTS

77. General Permitting Requirements.

(a). ADM shall seek to obtain all appropriate construction permits or permit waivers for emission reduction projects undertaken to comply with interim or final VOC SLR limits, as determined in accordance with the rules and practice of the appropriate permitting authority.

(b). For units not subject to control requirements under this Consent Decree, ADM shall have a period of 18 months from the date of lodging of the Consent Decree to apply for a permit or permit amendment imposing or modifying VOC and CO limits for units at the plants listed in Paragraphs 7 through 9. ADM's failure to apply for these permits or permit amendments by the 18-month deadline may subject it to additional civil penalties and injunctive relief requirements. This provision shall not extend any deadlines for submission of Title V permit applications.

(c). Reopening or reactivation of the plants identified as "now closed" in Paragraphs 7, 8 and 9 shall constitute new construction or modification of a stationary source subject to applicable permitting requirements of the SIP, including PSD.

78. ADM shall maintain the monitoring data and records as required in each of the CTPs, and shall make them available to the Plaintiffs upon demand as soon as practicable.

VIII. NAAQS MODELING IN IOWA

79. ADM shall submit NAAQS modeling to Iowa DNR as follows: (1) Cedar Rapids Corn Processing Plant (SO_2, NOx, and PM_{10}) within one year from date of lodging of this Consent Decree; (2) Clinton Corn Processing Plant (PM_{10} only) within one year from date of lodging; (3) Des Moines Soybean Processing Plant ((SO_2, NOx, and PM_{10}) within five years from date of lodging; and (4) Keokuk Wheat Gluten Plant (SO_2, NOx, and PM_{10}) within five years from date of lodging.

IX. ENVIRONMENTAL AUDITS

80. ADM shall conduct a comprehensive review of the compliance status of each of the plants listed in paragraphs 7 through 14 of this Consent Decree (hereinafter "Audit Program") a minimum of twice during the life of the Decree. The Audit Program will evaluate each plant's compliance with this Decree and the following federal statutes and their implementing regulations and permits: the Clean Air Act, the Clean Water Act, 33 U.S.C. § 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., and the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq. ADM may

utilize its existing (January 2003) corporate environmental audit program, which has been reviewed by the Plaintiffs, to meet this requirement.

X. CIVIL PENALTY

81. Within thirty (30) calendar days of entry of this Consent Decree, ADM shall pay to the Plaintiffs a civil penalty pursuant to Section 113 of the Act, 42 U.S.C. § 7413, in settlement of Clean Air Act claims in the amount of $4,604,000.

82. Of the total civil penalty owed, ADM shall pay $4,213,600 to resolve national Clean Air Act claims. Of the civil penalty amount applicable to national claims, $2,505,600.00 shall be paid to the United States by Electronic Funds Transfer ("EFT") to the United States Department of Justice, in accordance with current EFT procedures, referencing the USAO File Number and DOJ Case Number 90-5-2-1-2035/2, and the civil action case name and case number of the Central District of Illinois. The costs of such EFT shall be ADM's responsibility. Payment shall be made in accordance with instructions provided to ADM by the Financial Litigation Unit of the U.S. Attorney's Office in the Central District of Illinois. Any funds received after 11:00 a.m. (EST) shall be credited on the next business day. ADM shall provide notice of payment, referencing the USAO File Number and DOJ Case Number 90-5-2-1-2035/2, and the civil action case name and case

number, to the Department of Justice and to EPA, as provided in Paragraph 133 ("Notice").

83. Of the total civil penalty applicable to national claims, the amount of $1,708,000 shall be divided among the state and local air authorities which have filed Complaints in Intervention and joined in the claims alleged by the United States in this action. ADM shall make payment as follows:

(a) $122,000.00 to the Arkansas Department of Environmental Quality.

(b) $61,000.00 to the State of Indiana.

(c) $305,000.00 to the State of Illinois.

(d) $122,000.00 to the State of Iowa.

(e) $61,000.00 to Linn County, Iowa.

(f) $61,000.00 to Polk County, Iowa.

(g) $122,000.00 to the State of Kansas.

(h) $183,000.00 to the State of Minnesota.

(i) $122,000.00 to the State of Missouri.

(j) $122,000.00 to the State of Nebraska.

(k) $61,000.00 to Lancaster County, Nebraska.

(m) $183,000.00 to the State of North Dakota.

(n) $61,000.00 to the State of South Carolina.

(o) $122,000.00 to the State of Texas. Of the payment to the State of Texas, the sum of $15,000 shall be deemed reasonable attorneys' fees for the Attorney General of Texas, and the

balance of $107,000.00 shall be deemed civil penalties under state law.

Payment shall be made according to the instructions set forth in Attachment 1 to this Consent Decree (Notice and Penalty Payment Provisions).

84. Within thirty (30) calendar days of entry of this Consent Decree, ADM shall pay to the States of Arkansas, Iowa, Illinois, Nebraska, North Dakota and South Carolina civil penalties in settlement of state-specific Clean Air Act claims in the following amounts:

(a) $70,000.00 (seventy thousand dollars) to the Arkansas Department of Environmental Quality.

(b) $66,500.00 (sixty six thousand five hundred dollars) to the State of Illinois.

(c) $100,000.00 (one hundred thousand dollars) to the State of Iowa.

(d) $50,000.00 (fifty thousand dollars) to the State of Nebraska.

(e) $28,900.00 (twenty eight thousand nine hundred dollars) to the state of North Dakota.

(f) $75,000.00 (seventy five thousand dollars) to the State of South Carolina.

85. ADM shall pay statutory interest on any overdue civil penalty or stipulated penalty amount at the rate specified in 31

U.S.C. § 3717. Upon entry, this Consent Decree shall constitute an enforceable judgment for purposes of post-judgment collection in accordance with Rule 69 of the Federal Rules of Civil Procedure, the Federal Debt Collection Procedure Act, 28 U.S.C. § 3001-3308, and applicable state law. The Plaintiffs shall be deemed a judgment creditor for purposes of collection of any unpaid amounts of the civil and stipulated penalties and interest.

86. No amount of the civil penalty to be paid by ADM shall be used to reduce its federal or state tax obligations.

XI. SUPPLEMENTAL ENVIRONMENTAL PROJECTS

87. By no later than December 31, 2005, ADM shall spend $6,050,000.00 to implement the Supplemental Environmental Projects ("SEPs") required under this Consent Decree in accordance with the following requirements:

(a). By no later than July 1, 2003, ADM shall submit to the appropriate Plaintiffs for review and approval detailed work plan(s) to implement the SEPs. ADM's SEP work plans shall describe the nature, scope and goals of the projects, where they are to be implemented, and the implementation schedules.

(b). For the SEPs described in Paragraph 88, ADM work plans shall conform to the requirements of EPA's Supplemental Environmental Projects Policy (eff. May 1, 1998).

(c). ADM's SEP work plans shall be approved by the appropriate Plaintiffs provided they meet the requirements of this Section.

(d). ADM's SEP work plans submitted and approved under this Section are incorporated by reference herein and made directly enforceable under this Consent Decree.

88. Diesel Bus Retrofit Project -

(a). ADM shall perform a diesel bus retrofit project which will consist of retrofitting catalytic control devices on diesel buses to minimize the emissions of NOx and PM. The project shall be designed to benefit sensitive populations within the geographic area in which the ADM plants are located. ADM may carry out its responsibilities on the SEP directly or through contractors selected by ADM. ADM may consult EPA on selection of a contractor or contractors, but the decision to select any contractor will be ADM's right and responsibility, and is not subject to EPA approval.

(b). If ADM does not receive acceptable contractor proposals for the SEP, ADM shall consult with the United States on an alternative SEP or SEPs.

(c). In addition to the requirements of Paragraph 87, the work plan for this SEP shall include a schedule for completion of the SEP, but with a completion date of no later than December 31, 2005.

(d). ADM shall spend at least $1,100,000.00 on the diesel retrofit project. ADM shall insure that all contractor administrative costs, including development and oversight costs, related to the SEP are reasonable and necessary for the satisfactory completion of the SEP.

(e). For purposes of this SEP, "satisfactory completion" shall mean spending the full amount of money agreed to for this project. Costs incurred for internal ADM personnel, or by entities in which ADM has a financial interest, in the development and oversight of the SEP may not be credited against the $1.1 million spending requirement.

(f). If for any reason ADM expends less than the full amount, ADM shall pay the balance of unexpended funds in accordance with the payment requirements set forth in Paragraph 82, within thirty (30) days of receipt of written notification of the unexpended funds from the United States.

89. ADM shall also perform the following state SEPs:

(a). Illinois. In order to promote the goals of the Illinois Environmental Protection Act, 415 ILCS 5/2 (b) 2002, "to restore, protect and enhance the quality of the environment" within the State of Illinois, within thirty (30) days of entry of this Consent Order, ADM shall make the payments as specified and

directed below to implement these Supplemental Environmental Projects within the State of Illinois:

1. $2,300,000.00 to the Illinois EPA Special State Projects Fund for the "Illinois Green School Bus Program", which $2,300,000.00 shall be used by Illinois EPA for the following activities: aftermarket retrofit of existing buses with particulate filters or oxidation catalysts; fuel differential costs associated with the use of ultra-low sulfur diesel fuel ("clean diesel"), cleaner biodiesel fuel and other clean alternative fuels; the purchase of new buses equipped with advanced clean technology engines to replace older buses. The Illinois EPA shall use the $2,300,000.00 to fund the specified activities for school buses owned and operated by school districts within the Illinois counties of Macon, Peoria, Christian, Adams, or Knox, or any county bordering upon these five counties;

2. $250,000.00 to the Illinois EPA Special State Projects Fund for distribution to local nonprofit watershed management organizations, designated by the Illinois EPA, to fund natural resource restoration and water quality enhancement activities in the State of Illinois;

3. $1,000,000.00 to the Illinois Attorney General's State Projects and Court Ordered Distribution Fund, to be utilized for future environmental enforcement activities in the State of Illinois;

4. $1,000,000.00 to the Illinois Conservation Foundation,("ICF"), 20 ILCS 880/15 2000, to assist the ICF in the acquisition and/or restoration of endangered habitat by the State of Illinois within the Illinois counties of Macon, Peoria, Christian, Adams, or Knox, or any county bordering upon these five counties, for wetland preservation, water quality protection and/or wildlife conservation purposes and to provide for public use of the acquired areas in a manner consistent with the ecology and historic uses of the area. The ICF shall consult with and coordinate any such land acquisition projects with the Illinois Department of Natural Resources, and, at a minimum, the not for profit conservation organizations: Ducks Unlimited, the State of Illinois Chapter of the National Wild Turkey Federation, and The Nature Conservancy; and

5. $50,000.00 to the Midwest Environmental

Enforcement Association, to be utilized for environmental enforcement training to governmental personnel responsible for environmental enforcement within the State of Illinois.

(b). Kansas. ADM shall fund restoration activities at the McPherson Wetlands in Kansas, in accordance with Kansas state law. ADM shall spend at least $200,000.00 on this SEP. If for any reason ADM expends less than $200,000, ADM shall pay the balance of unexpended funds in accordance with the payment requirements set forth in Attachment 1 to this Consent Decree, within thirty (30) days of receipt of written notification of the unexpended funds from the appropriate Plaintiffs.

(c). South Carolina. ADM shall reduce emissions of particulate matter through the application of fabric filter (baghouse) technology to the Escher-Wyss dryer at its oilseed plant in Kershaw, South Carolina. The SEP workplan under Paragraph 87 shall include provisions that require establishment of an emission limit. The workplan shall also include, and South Carolina shall allow, provisions for downtime allowance for repair and maintenance of the fabric filter. The downtime allowance provisions shall provide for continued operation of the existing cyclone during any such downtime. ADM shall spend at least $150,000.00 on this SEP. If for any reason ADM expends less than $150,000, ADM shall pay the balance of unexpended funds in

accordance with the payment requirements set forth in Attachment 1 to this Consent Decree, within thirty (30) days of receipt of written notification of the unexpended funds from the appropriate Plaintiffs.

90. ADM hereby certifies that, as of the date of this Consent Decree, ADM is not required to perform or develop the SEPs specified in this Section by any federal, state or local law or regulation; nor is ADM required to perform or develop such SEPs by any other agreement, grant or as injunctive relief in this or any other case. ADM further certifies that it has not received, and is not presently negotiating to receive, and will not receive in the future, credit in any other enforcement action for such SEPs.

91. SEP Report. For each SEP completed under this Section during a particular semiannual period, ADM shall provide, as part of the semiannual report for that period, a SEP Completion Report certified in accordance with Paragraph 46 of this Consent Decree and containing the following information:

(a) A detailed description of the SEP as implemented;

(b) A description of any pre-report operating problems encountered and the solutions thereto;

(c) An accounting of all costs incurred for the purpose of implementing the SEP. ADM shall provide, upon request, copies of the invoices, receipts, purchase orders, or other documentation that specifically identifies and itemizes the

individual cost or the goods and/or services for which payment is being made. Canceled drafts do not constitute acceptable documentation unless such drafts specifically identify and itemize the individual costs of the goods and/or services for which payment is being made, and

(d) A certification that the SEP has been satisfactorily completed.

92. Acceptance of SEP Report. (a) After receipt of the SEP Completion Report described in Paragraph 91 above, the appropriate Plaintiffs will notify ADM, in writing, regarding: (i) any deficiencies in the SEP Report itself along with a grant of an additional thirty (30) days for ADM to correct any deficiencies; or (ii) indicate that the appropriate Plaintiffs conclude that the project has been completed satisfactorily; or (iii) determine that the project has not been completed satisfactorily and seek stipulated penalties in accordance with Paragraph 99 herein.

(b) If the appropriate Plaintiffs elect to exercise option (i) above, i.e., if the SEP Report is determined to be deficient but Plaintiffs have not yet made a final determination about the adequacy of SEP completion itself, it shall permit ADM the opportunity to object in writing to the notification of deficiency given pursuant to this paragraph within ten (10) days of receipt of such notification.

(c) The appropriate Plaintiffs and ADM shall have an additional thirty (30) days from the receipt of the appropriate Plaintiffs' notification of objection to reach agreement on changes necessary to the SEP Report. If agreement cannot be reached on any such issue within this thirty (30) day period, the appropriate Plaintiffs shall provide a written statement of its decision on the adequacy of the completion of the SEP to ADM.

93. In any public statement regarding the funding of SEPs implemented under this Decree, ADM shall clearly indicate that these projects are being undertaken as part of the settlement of an enforcement action for alleged environmental violations. ADM shall not be able to use or rely on the emission reductions generated as a result of its performance of the SEPs in any federal or state emission averaging, banking, trading, netting or similar emission compliance program.

94. This Consent Decree shall not relieve ADM of its obligation to comply with all applicable provisions of federal, state or local law during the implementation of these SEPs, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state or local permit, nor shall it be construed to constitute Plaintiffs approval of the equipment or technology installed by ADM in connection with the SEPs undertaken pursuant to this Consent Decree.

95. Until its completion, ADM shall include a description of the status of each SEP's implementation in its semiannual reports submitted pursuant to Paragraph 44 of this Consent Decree.

XII. STIPULATED PENALTIES

96. ADM shall pay stipulated penalties to the United States and to the appropriate Plaintiff-Intervener (where the violation is at a specific facility), split 50% to each, for ADM's failure to comply with the terms of this Consent Decree, provided, however, that the United States may elect to bring an action for contempt in lieu of seeking stipulated penalties for violations of this Consent Decree. As applied below, "a week" shall mean any consecutive 7-day period, and "a month" shall mean any consecutive 30-day period. The stipulated penalties shall be determined as follows:

97. Requirement to Pay a Civil Penalty and to Escrow Stipulated Penalties.

(a) For failure to timely pay the civil penalty as specified in Section IX of this Consent Decree, ADM shall pay an additional $30,000 per week that full payment is delayed plus interest on the amount overdue at the rate specified in 31 U.S.C. § 3717.

(b) For failure to escrow stipulated penalties as required by Paragraph 105, $1,425 per day.

98. Failure to install air pollution control devices.

For failure to meet any interim or final deadline for installation of air pollution control devices, as specified in any schedule for installation required to be submitted under the CTPs, per day:

1st through 30th day after deadline - $ 1,250

31st through 60th day after deadline - $ 3,000

Beyond 60 days - $6,000

99(a). Requirements to conduct initial compliance demonstrations for an air pollution control device.

For failure to conduct initial compliance demonstrations of an air pollution control device, by the deadlines specified in the CTPs, per day, per demonstration:

1st through 30th day after deadline - $ 1,000

31st through 60th day after deadline - $ 2,000

Beyond 60th day after deadline - $ 5,000

99(b). Requirements to submit "Emission Reduction Project Initial Report."

For failure to submit a complete "Emission Reduction Project Initial Report" by the deadline specified in Paragraph 36 A. of the Decree, per week of delay, per report, $1,000.

99(c). Requirement to monitor operating parameters for an air pollution control device on a unit.

For failure to monitor operating parameters for an air pollution control device on a unit, as required under Paragraph 32 of the Consent Decree, per day, per calendar quarter, per device not monitored:

For four to ten days per calendar quarter - $ 1,500.00

For eleven through twenty days per calendar quarter - $2,500.00

For greater than twenty days per calendar quarter - $3,750.00

99(d). Requirements to operate the air pollution control devices installed on a unit within established parameters.

For failure to operate, as required under Paragraph 36 B. of the Consent Decree, air pollution control device within the parameters established pursuant to the CTPs, per day for each unit and emission parameter:

For two to six days per calendar month - $ 1,500.00

For seven through twelve days per calendar month - $2,500.00

For greater than twelve days per calendar month - $3,750.00

99(e). Requirements to install CEMS.

For failure to install CEMS on appropriate projects by the deadlines specified in Paragraph 33, per CEMS not timely installed, $2,500.00 per the first full month of delay, and $2,500.00 per each subsequent month of delay, or fraction thereof.

99(f). Requirements to certify CEMS.

For failure to certify required CEMS in accordance with the requirements of the CTPs by the deadlines specified in Paragraph 33 of the Decree, per CEM not timely certified, $2,500.00 per the first full month of delay, and $2,500.00 per each subsequent month of delay, or fraction thereof.

99(g). Requirements to operate CEMS.

For failure to operate required CEMS in accordance with the requirements of the CTPs, per CEM not operated, or not properly operated, $100.00 per day.

99(h). Failure to comply with a proposed emission limit.

For failure to comply with the proposed emission limit under Paragraph 36B., per day for each unit:

For one through three days per calendar month - $1,500.00

For four through ten days per calendar month - $2,500.00

For greater than ten days per calendar month - $5,000.00

99(i). Failure to demonstrate compliance with a final emission limit.

For failure to demonstrate compliance with the final emission limit under Paragraph 36B., per day for each unit:

For one through three days per calendar month - $1,500.00

For four through ten days per calendar month - $2,500.00

For greater than ten days per calendar month - $5,000.00

99(j). Failure to meet interim SLR emission limits at oilseed plants.

For failure to meet any of the interim SLR emission limits specified in Paragraph 47, per plant:

For each exceedance of a 12-month rolling average - $20,000.

99(k). Failure to propose final SLR limits for oilseed plants.

For failure to propose final plant-specific SLR emission limits for oilseed plants by the deadline specified in Paragraph 70, $715.00 per day of delay.

99(l). Failure to apply for permits incorporating the final SLR limits for oilseed plants.

For failure to submit complete applications for state operating permits incorporating the final plant-specific SLR

emission limits for oilseed plants by the deadline specified in Paragraph 72, $1,000 per the first full week of delay, and $1,000.00 per each subsequent week of delay, or fraction thereof.

99(m). Failure to meet final SLR emission limits at oilseed plants.

For failure to meet any of the final SLR emission limits established pursuant to Paragraph 73, per plant:

For each exceedance of a 12-month rolling average - $30,000.

99(n). Failure to apply for permits incorporating emission limits and other requirements.

For failure to comply with the requirements of Paragraph 37, per permit, $1,000.00 per the first full week of delay, and $1,000.00 per each subsequent week of delay, or fraction thereof.

99(o). Failure to conduct NSPS Assessment.

For failure to submit to Plaintiffs the assessments of applicability of the NSPS Subparts specified in Paragraph 40 by the deadline specified in that Paragraph, $5,000.00 per the first full month of delay, and $5,000.00 per each subsequent month of delay, or fraction thereof.

99(p). Failure to maintain compliance with applicable NSPS requirements for an affected facility.

For failure to maintain compliance with NSPS requirements after accepting applicability pursuant to Paragraph 41(a), per day of noncompliance, per affected facility;

For one to thirty days - $1,500.00

For thirty one through 60 days - $2,000.00

For greater than sixty days - $3,000.00

99(q). Failure to demonstrate compliance with applicable NSPS requirements for an affected facility subject to a Compliance Schedule.

For failure to demonstrate compliance with NSPS requirements by the applicable deadline for an affected facility subject to a compliance schedule under Paragraph 41(b), per day of noncompliance, per affected facility:

For one to thirty days - $1,500.00

For thirty one through 60 days - $2,000.00

For greater than sixty days - $3,000.00

99(r). Failure to submit semiannual reports.

For failure to submit complete and properly certified semiannual reports, according to the deadlines established in Paragraph 44 of the Consent Decree, per day of delay, per report:

1st through 30th day after deadline - $ 200.00

31st day through 60th day after deadline - $ 500.00

Beyond 60th day after deadline - $ 1,000.00

99(s). Requirements to submit reports under Section VII (Compliance Program for Vegetable Oilseed Plants).

For failure to submit complete reports by the deadlines specified in Section VII of the Decree, $1,000.00 per the first full week of delay, and $1,000.00 per each subsequent week of delay, or fraction thereof.

99(t). Failure to preserve and retain records.

For failure to preserve and maintain the records specified for the time period specified in Paragraph 45 of the Decree:

Per record not retained: $ 500.00

99(u). Failure to meet the SEP Requirements under Section XI.

(1) For failure to "satisfactorily complete" the diesel retrofit SEP, as defined in Paragraph 88, ADM shall pay the shortfall as provided in Paragraph 88 and pay a stipulated penalty to the United States in the amount of $100,000.

(2) For failure to submit the SEP workplan, per day, for each day after the report is due:

1st through 15th day after deadline - $ 1,000

16th through 30th day after deadline - $ 2,000

Beyond 30th day after deadline - $ 3,000

100. For Failure to Demonstrate Compliance with the Tonnage Reduction Requirements.

For each failure to demonstrate compliance with the requirements of Subparagraphs (a) through (d) of Paragraph 28 by the applicable deadlines, in accordance with Subparagraph (e) of Paragraph 28, $1,000 per day, retroactive to the deadline for achievement of the tonnage reduction specified in the relevant Subparagraph, and continuing until such time as ADM submits test data demonstrating compliance.

101. [reserved]

102. Penalties shall begin to accrue on the day after complete performance is due or the day a violation occurs, and shall continue to accrue through the date of completion of performance or the date of demonstrated compliance. Nothing herein shall prevent the simultaneous accrual of separate stipulated penalties for each separate violation of this Consent Decree. Penalties shall accrue regardless of whether the appropriate Plaintiffs have notified ADM of a violation or made a stipulated penalty demand.

103. All penalties owed under this Section shall be due and payable within thirty (30) days of ADM's receipt from the appropriate Plaintiffs of a written demand for payment of the penalties, unless ADM invokes the dispute resolution procedures under Section XII. Such a written demand will describe the violation and will indicate the amount of penalties due. The amount of any stipulated penalties will be apportioned 50%-50% between the United States and the appropriate Plaintiffs, and shall be paid according to the procedures set out in Attachment 1 (Notice and Penalty Payment Procedures).

104. Interest shall begin to accrue on any unpaid stipulated penalty balance beginning on the thirty-first (31st) day after ADM's receipt of EPA's and the appropriate Plaintiffs demand letter. Interest shall accrue at the Current Value of Funds Rate established by the Secretary of the Treasury. Pursuant to 31 U.S.C. Section 3717, an additional penalty of 6% per annum on any unpaid principal shall be assessed for any stipulated penalty payment which is overdue for ninety (90) or more days.

105. Should ADM dispute its obligation to pay part or all of a stipulated penalty, it may avoid the imposition of the stipulated penalty for failure to pay a penalty due to the United States and the appropriate Plaintiffs by placing the disputed amount demanded by the United States and appropriate Plaintiffs, not to exceed $50,500 for any given event or related series of

events at any one facility, in a commercial escrow account pending resolution of the matter and by invoking the Dispute Resolution provisions of Section XII within the time provided in this Paragraph for payment of stipulated penalties. If the dispute is thereafter resolved in ADM's favor, the escrowed amount plus accrued interest shall be returned to ADM; otherwise the appropriate Plaintiffs shall be entitled to the escrowed amount that was determined to be due by the Court plus the interest that has accrued on such amount, with the balance, if any, returned to ADM.

106. The Plaintiffs reserve the right to pursue any other remedies to which they may be entitled, including, but not limited to, additional injunctive relief for ADM's violations of this Consent Decree. Nothing in this Consent Decree shall prevent the Plaintiffs from pursuing a contempt action against ADM and requesting that the Court order specific performance of the terms of the Decree, or from seeking civil penalties for violations of the Decree that are also violations of any applicable statute or regulation.

107. The Plaintiffs will not seek stipulated penalties and civil penalties for the same violation of the Consent Decree.

XIII. RIGHT OF ENTRY

108. Any authorized representative of EPA or an appropriate federal, state or local air pollution control authority, including independent contractors, upon presentation of proper credentials, shall have a right of entry upon the premises of ADM's facilities identified herein in Paragraphs 7 through 14 at any reasonable time for the purpose of monitoring compliance with the provisions of this Consent Decree, including inspecting facility equipment, and inspecting and copying all records maintained by ADM required by this Consent Decree. Nothing in this Consent Decree shall limit the authority of the Plaintiffs to conduct tests and inspections under Section 114 of the Act, 42 U.S.C. § 7414, and any other applicable federal or state law.

XIV. FORCE MAJEURE

109. If any event occurs which causes or may cause a delay or impediment to performance in complying with any provision of this Consent Decree, ADM shall notify the appropriate Plaintiffs in writing as soon as practicable, but in any event no later than ten (10) business days of when ADM first knew of the event or should have known of the event by the exercise of due diligence. In this notice ADM shall specifically reference this Paragraph of this Consent Decree and describe the anticipated length of time the delay may persist, the cause or causes of the delay, and the measures taken or to be taken by ADM to prevent or minimize the

delay and the schedule by which those measures will be implemented. ADM shall adopt all reasonable measures to avoid or minimize such delays.

110. Failure by ADM to provide timely notice to the appropriate Plaintiffs of an event which causes or may cause a delay or impediment to performance shall render this Section XIV voidable by the Plaintiffs as to the specific event for which ADM has failed to comply with such notice requirement, and, if voided, is of no effect as to the particular event involved.

111. The United States shall notify ADM in writing regarding ADM's claim of a delay or impediment to performance as soon as practicable, but in any event within thirty (30) days of receipt of the Force Majeure notice provided under Paragraph 109. If the United States and the appropriate Plaintiffs agree that the delay or impediment to performance has been or will be caused by circumstances beyond the control of ADM, including any entity controlled by ADM, and that ADM could not have prevented the delay by the exercise of due diligence, the parties shall stipulate to an extension of the required deadline(s) for all requirement(s) affected by the delay by a period equivalent to the delay actually caused by such circumstances. ADM shall not be liable for stipulated penalties for the period of any such delay.

112. If the Plaintiffs do not accept ADM's claim that a delay or impediment to performance is caused by a force majeure

event or the parties cannot agree on the duration of an extension for a force majeure event, to avoid payment of stipulated penalties, ADM must submit the matter to this Court for resolution within twenty (20) business days after receiving notice of the Plaintiffs' position, by filing a petition for determination with this Court. Once ADM has submitted this matter to this Court, the Plaintiffs shall have twenty (20) business days to file their response to said petition. If ADM submits the matter to this Court for resolution and the Court determines that the delay or impediment to performance has been or will be caused by circumstances beyond the control of ADM, including any entity controlled by ADM, and that ADM could not have prevented the delay by the exercise of due diligence, ADM shall be excused as to that event(s) and delay (including stipulated penalties), for a period of time equivalent to the delay caused by such circumstances. In the event that the United States and the appropriate Plaintiff-Intervener are unable to reach agreement with regard to ADM's force majeur claim, the position of the United States shall be the Plaintiffs' final position.

113. ADM shall bear the burden of proving that any delay of any requirement(s) of this Consent Decree was caused by or will be caused by circumstances beyond its control, including any entity controlled by it, and that ADM could not have prevented the delay by the exercise of due diligence. ADM shall also bear the burden

of proving the duration and extent of any delay(s) attributable to such circumstances. An extension of one compliance date based on a particular event may, but does not necessarily, result in an extension of a subsequent compliance date or dates.

114. Unanticipated or increased costs or expenses associated with the performance of ADM's obligations under this Consent Decree shall not constitute circumstances beyond the control of ADM, or serve as a basis for an extension of time under this Part. However, failure of a permitting authority to issue a necessary permit or other required approval in a timely fashion is an event of Force Majeure provided that ADM can meet its burden of demonstrating that it has taken all steps available to it to obtain the necessary permit or other required approval, including but not limited to:

(a) submitting a timely and complete application;

(b) responding to requests for additional information by the permitting authority in a timely fashion; and

(c) prosecuting appeals of any disputed terms and conditions imposed by the permitting authority in an expeditious fashion.

115. Notwithstanding any other provision of this Consent Decree, this Court shall not draw any inferences nor establish any presumptions adverse to either party as a result of ADM delivering

a notice of Force Majeure or the parties' inability to reach agreement.

116. As part of the resolution of any matter submitted to this Court under this Section XIV, the parties by agreement, or this Court, by order, may in appropriate circumstances extend or modify the schedule for completion of work under this Consent Decree to account for the delay in the work that occurred as a result of any delay or impediment to performance agreed to by the Plaintiffs or approved by this Court. ADM shall be liable for stipulated penalties for their failure thereafter to complete the work in accordance with the extended or modified schedule.

XV. DISPUTE RESOLUTION

117. The dispute resolution procedure provided by this Section XV shall be available to resolve all disputes arising under this Consent Decree, except as otherwise provided in Section XIV regarding Force Majeure.

118. The dispute resolution procedure required herein shall be invoked upon the giving of written notice by one of the parties to the Consent Decree. Notice shall be given, at a minimum, to the United States, the appropriate state or regional air authority(ies)and ADM advising of a dispute pursuant to this Section XV. The notice shall describe the nature of the dispute, and shall state the noticing party's position with regard to such

dispute. The parties receiving such a notice shall acknowledge receipt of the notice and the parties shall expeditiously schedule a meeting to discuss the dispute informally not later than fourteen (14) days from the receipt of such notice.

119. [reserved].

120. Disputes submitted to dispute resolution shall, in the first instance, be the subject of informal negotiations between the United States, ADM and the appropriate state or regional air authority. Such period of informal negotiations shall not extend beyond thirty (30) calendar days from the date of the first meeting between representatives of the Plaintiffs and ADM, unless the parties' representatives agree to shorten or extend this period.

121. In the event that the parties are unable to reach agreement during such informal negotiation period, the Plaintiffs shall provide ADM with a written summary of their position regarding the dispute. The position advanced by the Plaintiffs shall be considered binding unless, within forty-five (45) calendar days of ADM's receipt of the written summary of the Plaintiffs' position, ADM files with this Court a petition which describes the nature of the dispute, and includes a statement of ADM's position and any supporting data, analysis, and documentation relied on by ADM. The Plaintiffs shall respond to the petition within forty-five (45) calendar days of filing. ADM

shall comply with the Plaintiffs' final position during the dispute resolution process unless otherwise ordered by the Court. In the event that the United States and the appropriate state or regional air authority are unable to reach agreement with regard to ADM's claim, the position of the United States shall be the Plaintiffs' final position. A dissenting Plaintiff-Intervener may file such other pleadings expressing its position as allowed by the Court.

122. Where the nature of the dispute is such that a more timely resolution of the issue is required, the time periods set out in this Section XV may be shortened upon motion of one of the parties to the dispute.

123. Notwithstanding any other provision of this Consent Decree, in dispute resolution, this Court shall not draw any inferences nor establish any presumptions adverse to either party as a result of invocation of this Section XV or the parties' inability to reach agreement. The final position of the Plaintiffs shall be upheld by the Court if supported by substantial evidence in the record as identified and agreed to by all the Parties.

124. As part of the resolution of any dispute submitted to dispute resolution, the parties, by agreement, or this Court, by order, may, in appropriate circumstances, extend or modify the schedule for completion of work under this Consent Decree to

account for the delay in the work that occurred as a result of dispute resolution. ADM shall be liable for stipulated penalties for their failure thereafter to complete the work in accordance with the extended or modified schedule.

XVI. GENERAL PROVISIONS

125. Effect of Settlement.

(a). This Consent Decree is not a permit; compliance with its terms does not guarantee compliance with any applicable federal, state or local laws or regulations.

(b). In determining whether a future modification will result in a significant net emissions increase, ADM shall not take credit for any emissions reductions required by the CTPs, as set forth in Attachment 12, for netting purposes as defined by the applicable regulations implementing Part C of Title I of the Clean Air Act. In addition, the emission reductions of PM, PM_{10}, NOx, SO2, CO and VOC (at units other than dryers) required under this Consent Decree, as set forth in Attachment 12, may not be used for any emissions offset, banking, selling or trading program. ADM may not use VOC emission reductions up to 98% of the uncontrolled dryer emissions for any emissions offset, banking, selling or trading program. ADM may not use NOx emission reductions up to 70% of the uncontrolled boiler emissions from Clinton Boilers #6 and #7 for emission netting purposes.

126. Resolution of Claims. Satisfaction of all of the requirements of this Consent Decree constitutes full settlement of and shall resolve all past civil and administrative liability of ADM to the Plaintiffs for the violations alleged in the Plaintiffs' Complaints and all civil and administrative liability of ADM for any violations at its plants listed herein based on facts and events that occurred during the relevant time period under the following statutory and regulatory provisions:

(a) New Source Performance Standards. NSPS, 40 C.F.R. Part 60, including Subparts Db, Dc, DD, Kb, VV, and Y;

(b) Prevention of Significant Deterioration. PSD requirements at Part C of the Act and the regulations promulgated thereunder at 40 C.F.R. § 52.21, and the SIP provisions which incorporate and implement the above-listed federal statutes and regulations;

(c) State Implementation Plan Requirements. SIP requirements for permitting of the construction and operation of new and modified stationary sources, requirements relating to VOC and/or CO emission limits in permits issued for such construction and operation, and requirements for payment of fees based on quantity of emissions;

(d) Toxic Chemical Release Reporting. Requirements to file appropriate VOC-related reports that can be satisfied using the Toxics Release Inventory form (Form R) pursuant to EPCRA §313, 42

U.S.C. § 11023, for the relevant time period, for the plants listed in Paragraphs 7 through 14, upon ADM's corrective filing of a complete report for each instance of toxic chemical release of the identified chemicals, by no later than 12 months from the date of lodging of this Consent Decree; and

(e) Civil Penalties for violations of Nebraska Air Quality Regulations, Title 129, Chapter 27, relating to hazardous air pollutants.

Relevant Time Period. For purposes of this Consent Decree, the "relevant time period" shall mean the period beginning when the Plaintiffs' claims under the above statutes and regulations accrued through the date of lodging of this Consent Decree. During the effective period of the Consent Decree, all emission units at the plants covered by this Decree shall be on a compliance schedule and any modification to units within these plants, as defined in 40 C.F.R. § 52.21, which is not required by this Consent Decree is beyond the scope of this resolution of claims.

127. Reservation of Specific Claims. The release of liability granted by this Consent Decree under Paragraph 126 specifically excludes the following claims, and Plaintiffs expressly reserve their rights to proceed with:

(a). Pending claims in the State of Illinois regarding alleged violations at the Decatur, Illinois facility which are addressed by Illinois administrative case number PCB 95-180;

(b). Pending claims in the State of Illinois regarding alleged violations at the Peoria, Illinois facility which are addressed by Illinois administrative case number PCB 97-33;

(c). Pending claims based on self-disclosed violations of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq. ("CERCLA") and Emergency Planning and Community Right To Know Act ("EPCRA"), 42 U.S.C. § 11023, at facilities in Illinois, Minnesota, Iowa, Nebraska, and North Dakota.[2]

(d). NSPS, 40 C.F.R. Part 60, for those units that fit the categories of Subparts Db, Dc, Kb, Y, DD or VV, but for which ADM does not accept applicability for the unit under NSPS, as set forth in Paragraph 42.

(e). Injunctive relief to require compliance with Nebraska Air Quality Regulations, Title 129, Chapter 27, relating to hazardous air pollutants, and reservation of rights pursuant to 40 C.F.R. § 52.21(c) and/or the equivalent provision of the Nebraska SIP with respect to the Columbus, Nebraska facility.

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[2] Southport, NC; Decatur, Peoria, Quincy, and Taylorville, IL; Mankato, MN; Clinton, Cedar Rapids, and Des Moines, IA; Lincoln, NE; Walhalla and Velva, ND.

128. Other Laws. Except as specifically provided by this Consent Decree, nothing in this Consent Decree shall relieve ADM of its obligation to comply with all applicable federal, state and local laws and regulations. Nothing in this Consent Decree shall be construed to prevent or limit the Plaintiffs' rights to obtain penalties or injunctive relief under the Act or other federal, state or local statutes or regulations, including but not limited to, Section 303 of the Act, 42 U.S.C. § 7603.

129. Third Parties. Except as otherwise provided by law, this Consent Decree does not limit, enlarge or affect the rights of any party to this Consent Decree as against any third parties. Nothing in this Consent Decree should be construed to create any rights, or grant any cause of action, to any person not a party to this Consent Decree.

130. Costs. Each party to this Consent Decree shall bear its own costs and attorneys' fees through the date of entry of this Consent Decree.

131. Public Documents. All information and documents submitted by ADM to the Plaintiffs pursuant to this Consent Decree shall be subject to public inspection, unless subject to legal privileges or protection or identified and supported confidential business information by the ADM in accordance with 40 C.F.R. Part 2 and applicable state law.

132. A. Public Comments - Federal Approval. The parties agree and acknowledge that final approval by the United States and entry of this Consent Decree is subject to the requirements of 28 C.F.R. § 50.7, which provides for notice of the lodging of this Consent Decree in the Federal Register, an opportunity for public comment, and consideration of any comments. The United States reserves the right to withdraw or withhold consent if the comments regarding this Consent Decree discloses facts or considerations which indicate that this Consent Decree is inappropriate, improper or inadequate. ADM and the Plaintiff-Interveners consent to the entry of this Consent Decree.

B. Public Comments - Texas Approval. Final consent to entry of this Consent Decree by the State of Texas is subject to the requirements of Chapter 7, Section 7.110 of the Texas Water Code, which provides for notice of this Consent Decree in the Texas Register, an opportunity for public comment, and consideration of any comments. The State of Texas reserves the right to withdraw or withhold consent if the comments regarding this Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper or inadequate.

133. Notice. Unless otherwise provided herein, notifications to or communications with the Plaintiffs or ADM shall be deemed submitted on the date they are postmarked and sent

either by overnight receipt mail service or by certified or registered mail, return receipt requested. Except as otherwise provided herein, written notification to or communication with the Plaintiffs or ADM shall be in accordance with Attachment 1 to this Consent Decree (Notice and Penalty Payment Provisions).

134. Change of Notice Recipient. Any party may change either the notice recipient or the address for providing notices to it by serving all other parties with a notice setting forth such new notice recipient or address.

135. Modification. There shall be no modification of this Consent Decree without written agreement of the United States, the appropriate Plaintiff and ADM. There shall be no material modification of this Consent Decree without the written agreement of the appropriate Plaintiffs and ADM and by Order of the Court.

136. Continuing Jurisdiction. The Court retains jurisdiction of this case after entry of this Consent Decree to enforce compliance with the terms and conditions of this Consent Decree and to take any action necessary or appropriate for its interpretation, construction, execution, or modification. During the term of this Consent Decree, any party may apply to the Court for any relief necessary to construe or effectuate this Consent Decree.

XVII. TERMINATION

137. This Consent Decree shall be subject to termination upon motion by any party after ADM satisfies all requirements of this Consent Decree and has implemented the emission reduction projects identified in the CTPs in compliance with all applicable emission limits for a period of 24 months. At such time, if ADM believes that it is in compliance with the requirements of this Consent Decree, and has paid the civil penalty and any stipulated penalties required by this Consent Decree, then ADM shall so certify to the Plaintiffs, and unless the Plaintiffs object in writing with specific reasons within forty-five (45) days of receipt of the certification, the Court shall order that this Consent Decree be terminated on ADM's motion. If the Plaintiffs object to ADM's certification, then the matter shall be submitted to the Court for resolution under Section XV ("Dispute Resolution") of this Consent Decree. In such case, ADM shall bear the burden of proving that this Consent Decree should be terminated.

So entered in accordance with the foregoing this _____day of _____, 2003.

_____

United States District Court Judge
Central District of Illinois

FOR PLAINTIFF, UNITED STATES OF AMERICA:

Tom Sansonetti

Date: 4.3.03

THOMAS L. SANSONETTI
Assistant Attorney General
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Dianne M. Shawley

Date: 3/31/03

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Date: 3/31/03

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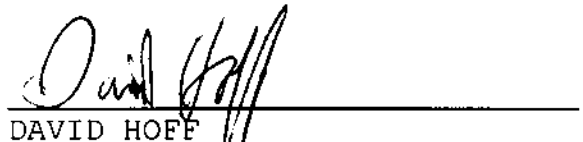
JAN PAUL MILLER
United States Attorney
Central District of Illinois



Date: 4/2/03

DAVID HOFF
Interim Civil Chief
Central District of Illinois
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UNITED STATES, ET AL., V. ARCHER DANIELS MIDLAND COMPANY

FOR U.S. ENVIRONMENTAL PROTECTION AGENCY:

Date 4/7/03

John Peter Suarez
Assistant Administrator
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
Ariel Rios Building
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Washington, D.C. 20004

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Date: 3.19.03

THOMAS V. SKINNER
Regional Administrator
U.S. Environmental Protection Agency
Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604

UNITED STATES, ET. AL., V. ARCHER DANIELS MIDLAND COMPANY

FOR THE UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY, REGION 6:

Date: April 3, 2003

RICHARD E. GREENE (6RA)
REGIONAL ADMINISTRATOR
United States EPA
Region 6
1445 Ross Avenue
Dallas, Texas 75202

Date: APR 03 2003

BEN J. HARRISON (6RC-EA)
ASSISTANT REGIONAL COUNSEL
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United States, et al, v. Archer Daniels Midland Company

FOR UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION VII:

James B. Gulliford

3/26/03

James B. Gulliford
Regional Administrator
U.S. Environmental Protection Agency, Region VII
901 N. 5th Street
Kansas City, Kansas 66101

Date

UNITED STATES, ET. AL. V. ARCHER DANIELS MIDLAND COMPANY

FOR PLAINTIFF-INTERVENER THE STATE OF ARKANSAS

Respectfully Submitted,

OFFICE OF THE ATTORNEY GENERAL
323 Center Street, Suite 200
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BY: _____
Charles L. Moulton
Attorney for the State
Bar # 91105

DATE: March 19, 2003

UNITED STATES, ET. AL., V. ARCHER DANIELS MIDLAND COMPANY

FOR PLAINTIFF-INTERVENER THE STATE OF ILLINOIS:

THE STATE OF ILLINOIS,
ex rel. LISA MADIGAN,
Attorney General of the
State of Illinois

MATTHEW J. DUNN, Chief
Environmental Enforcement/Asbestos
Litigation Division

BY: _____ Date: 3/26/03
THOMAS DAVIS, Chief
Environmental Bureau
Assistant Attorney General

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY Date: 3/26/2003

BY: _____
JOSEPH E. SVOBODA
Chief Legal Counsel

UNITED STATES, ET. AL., v. ARCHER DANIELS MIDLAND COMPANY

FOR PLAINTIFF-INTERVENER THE STATE OF IOWA:

Date: 3/27/03

DAVID R. SHERIDAN
Assistant Attorney General
Environmental Law Division
Iowa Department of Justice
Lucas State Office Bldg.
Ground Floor, Room 018
Des Moines, IA 50319

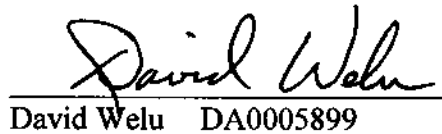
IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS

UNITED STATES OF AMERICA,	*	
	*	CIVIL NO.
Plaintiff,	*	
and	*	
	*	
POLK COUNTY, IOWA,	*	
Plaintiff-Intervenor,	*	
	*	CONSENT DECREE SIGNATURE
vs.	*	
	*	
ARCHER DANIELS MIDLAND COMPANY	*	
	*	
	*	
Defendant.	*	

FOR PLAINTIFF-INTERVENOR POLK COUNTY, IOWA:

Dated:_____

JOHN P. SARCONE
POLK COUNTY ATTORNEY



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ATTORNEY FOR POLK COUNTY, IOWA

KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT *ex rel.* STATE OF KANSAS:

Roderick L. Bremby
Secretary
Kansas Department of Health and
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Charles Curtis State Office Building
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Topeka, Kansas 66612-1368

Approved by:

Yvonne C. Anderson
Chief Legal Counsel
Special Assistant Attorney General
Kansas Department of Health and
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Charles Curtis State Office Building
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Topeka, Kansas 66612-1368

UNITED STATES, ET. AL., V. ARCHER DANIELS MIDLAND COMPANY

FOR PLAINTIFF – INTERVENER THE STATE OF MINNESOTA BY ITS POLLUTION CONTROL AGENCY:

Dated: 3/25/03

COMMISSIONER SHERYL A. CORRIGAN
Minnesota Pollution Control Agency
520 Lafayette Road North
St. Paul, Minnesota 55155-4194

UNITED STATES, ET AL., v. ARCHER DANIELS MIDLAND COMPANY

FOR PLAINTIFF-INTERVERNOR THE STATE OF MISSOURI

Date: 3/24/03

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Air and Land Protection Division
Missouri Department of Natural Resources
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Date: 3/24/03

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Assistant Attorney General
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FOR PLAINTIFF – INTERVENER, THE STATE OF NEBRASKA:

By: JON BRUNING
Attorney General

By: _____ Date: 3/25/2003

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Signature page: USA et al v. ADM, U.S. District Court, Central District of Illinois, Conent Decree

For Plaintiff Intervenor City of Lincoln, Nebraska

Don Wesely

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For Plaintiff Intervenor County of Lancaster, Nebraska

David W. Johnson Jr.

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UNITED STATES OF AMERICA, ET AL., v. ARCHER DANIELS MIDLAND COMPANY

FOR PLAINTIFF-INTERVENER THE STATE OF NORTH DAKOTA

Dated: 3-27-03

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State Health Officer
State of North Dakota

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UNITED STATES *et al.* v. ARCHER DANIELS MIDLAND COMPANY

FOR PLAINTIFF-INTERVENOR THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL:

R. Lewis Shaw

DATE: March 26, 2003

R. Lewis Shaw, P.E.
DEPUTY COMMISSIONER FOR
ENVIRONMENTAL QUALITY CONTROL
2600 Bull Street
Columbia, SC 29209
(803)896-8940

R:\10420-ADM\consent decree\signature.wpd

CONSENT DECREE — SIGNATURE PAGE

UNITED STATES, ET. AL., V. ARCHER DANIELS MIDLAND COMPANY

FOR PLAINTIFF-INTERVENER THE STATE OF TEXAS:

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BARRY R. McBEE
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JEFFREY S. BOYD
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KAREN W. KORNELL
Assistant Attorney General
Chief, Natural Resources Division

DATE: March 27, 2003

J. STEPHEN CAROW
Assistant Attorney General
State Bar No. 03836050

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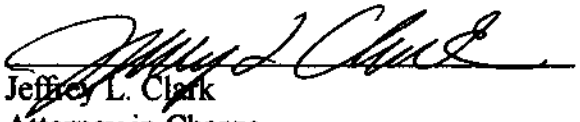
For the County of Linn, Iowa:

JEFFREY L. CLARK
Assistant Linn County Attorney



4-1-03
Date

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Signature Page for the Plaintiff/Intervenor
Indiana Department of Environmental Management
in the case of
United States, et al., v. Archer Daniels Midland Company

Indiana Department of Environmental Management

By: Lori F. Kaplan
Lori Kaplan, Comm.

STEVE CARTER
Indiana Attorney General
Attorney No. 4150-64

By: Charles J. Todd
Charles J. Todd, Chief Op. Off.

By: Timothy J. Junk
Timothy J. Junk
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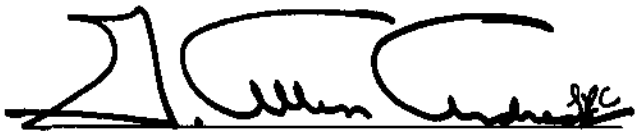
UNITED STATES, ET AL., v. ARCHER DANIELS MIDLAND COMPANY

FOR DEFENDANT, ARCHER DANIELS MIDLAND COMPANY:



Date: 3-31-03

G. ALLEN ANDREAS,
Chairman and Chief Executive
Archer Daniels Midland Company
4666 Faries Parkway
Decatur, IL 62526