

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

UNITED STATES OF AMERICA)
)
 Plaintiff,)
)
 v.)
)
 TYSON FOODS, INC.,)
 IBP REDEVELOPMENT CORP.,)
 IBP FOOD CO.,)
 FOODBRANDS SUPPLY CHAIN)
 SERVICES, INC.,)
 TYSON CHICKEN, INC.,)
 TYSON DELI, INC.,)
 TYSON FRESH MEATS, INC.,)
 TYSON POULTRY, INC.,)
 TYSON PREPARED FOODS, INC.,)
 TYSON PROCESSING SERVICES, INC.,)
 and TYSON REFRIGERATED)
 PROCESSED MEATS, INC.,)
)
 Defendants.)
_____)

Civil Action No. 1:13-cv-56

CONSENT DECREE

WHEREAS Plaintiff the United States of America, on behalf of the United States Environmental Protection Agency (“EPA”), has filed a complaint in this action concurrently with this Consent Decree, pursuant to Section 113(b) of the Clean Air Act (“CAA” or the “Act”), 42 U.S.C. § 7413(b), alleging that Tyson Foods, Inc., IBP Redevelopment Corp., IBP Food Co., Foodbrands Supply Chain Services, Inc., Tyson Chicken, Inc., Tyson Deli, Inc., Tyson Fresh Meats, Inc., Tyson Poultry, Inc., Tyson Prepared Foods, Inc., Tyson Processing Services, Inc., and Tyson Refrigerated Processed Meats, Inc., (collectively “Tyson” or the “Defendants”) violated Section 112(r) of the CAA, 42 U.S.C. § 7412(r).

WHEREAS The Complaint against Tyson alleges violations of Section 112(r)(7) of the CAA at twenty-three of Tyson’s facilities in Nebraska, Iowa, Missouri and Kansas. Tyson uses anhydrous ammonia in the refrigeration processes at these Facilities. Anhydrous ammonia is an “extremely hazardous substance” regulated by Section 112(r)(3) of the CAA. Because of the use of an extremely hazardous substance in an amount above the threshold quantity of 10,000 pounds, all of the Facilities covered in this Decree are subject to the requirements of the Risk Management Program provisions of Section 112(r)(7) of the CAA, and its implementing regulations, 40 C.F.R. Part 68.

WHEREAS Based on inspections, information requests, and internal reports, EPA alleges that there have been multiple occasions of noncompliance with the requirements of the chemical accident prevention provisions of the CAA, including failure to test or replace safety relief valves, improperly co-located gas-fired boilers and ammonia compressors, and failure to abide by the Risk Management Program requirements of CAA § 112(r)(7).

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

WHEREAS The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation between the Parties and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section I, and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of the United States' claims in this action and over the parties pursuant to 28 U.S.C. §§ 1331, 1345, and 1355; and Section 113(b) of the CAA, 42 U.S.C. § 7413(b), and over the Parties. Venue lies in this District pursuant to 28 U.S.C. §§ 1391(b), (c), and 1395(a), and Section 113(b) of the CAA, 42 U.S.C. § 7413(b), because Defendants do business in this District and events giving rise to the claims alleged herein occurred in this District.

2. For purposes of this Consent Decree only, Defendants agree that the Complaint states claims upon which relief may be granted pursuant to Sections 112(r) and 113 of the CAA, 42 U.S.C. §§ 7412(r), 7413.

II. APPLICABILITY

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

4. No transfer of ownership or operation of the Facilities or any portion thereof, prior to the Termination Date, whether in compliance with the procedures of this Paragraph or

otherwise, shall relieve Defendants of their obligation to ensure that the terms of this Decree are implemented, except as described in Paragraph 5, below. At least thirty (30) Days prior to such transfer, Defendants shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written agreement to EPA Region 7 and to the United States, in accordance with Section XVI (Notices) of this Decree. Any attempt to transfer ownership or operation of the Facilities without complying with this Paragraph constitutes a violation of this Decree.

5. If Defendants propose to sell or transfer a Facility after implementation of Appendices A and B of the Consent Decree is complete at that Facility to an entity unrelated to Defendants ("Third Party"), they shall advise the Third Party in writing of the existence of this Consent Decree prior to such sale or transfer, and shall send a copy of such written notification to the Plaintiff pursuant to Section XVI (Notices) of this Decree at least thirty (30) Days before such proposed sale or transfer. The notification to Plaintiff shall specify the Facility proposed for sale or transfer. The notification to Plaintiff shall also provide certification that implementation of Appendices A and B of the Consent Decree, and any corrective measures required as a result of the audits and testing conducted pursuant to Appendices A and B, respectively, is complete at that Facility.

- a. Upon completion of a sale or transfer in compliance with this Paragraph, Defendants are hereby released from the obligations and liabilities of this Consent Decree with respect to the sold or transferred Facility.
- b. Sales or transfers of Facilities among entities that are not Third Parties are not subject to this Paragraph and do not relieve Defendants of any obligations under this Consent Decree.

c. This Paragraph and Paragraph 4 of the Consent Decree do not apply if an operational or ownership interest is sold or transferred solely as collateral security in order to consummate a financing arrangement, so long as Defendants remain the operator (as that term is used and interpreted under the CAA) of the subject Facility and remain subject to and liable for all obligations and liabilities of this Consent Decree.

d. Notwithstanding any other provision of this Decree, Tyson may assert that any notice and associated documentation provided pursuant to Paragraphs 4 or 5 contains confidential business information pursuant to 40 C.F.R. Part 2.

6. This Consent Decree shall not be construed to impede the transfer of any operational or ownership interest in any Facility between Defendants and any Third Party so long as the requirements of this Consent Decree are met. This Consent Decree shall not be construed to prohibit a contractual allocation as between Defendants and any Third Party of the burdens of compliance with this Consent Decree, so long as the requirements of this Consent Decree are met. Any contractual allocation Defendants enter pursuant to this Paragraph does not alter their burdens of compliance with this Consent Decree.

7. Nothing in this Consent Decree shall be construed to require Defendants to continue to operate any Facility. The idling or closure of a Facility shall not relieve Defendants of any obligations under the Consent Decree with respect to such Facility except as provided herein. Should Defendants decide to permanently close any Facility at which implementation of Appendices A and B of this Consent Decree are not yet complete, Defendants may petition EPA for relief from those Appendices. EPA shall grant the petition if Defendants have ceased all

operations and surrendered all operational permits for the Facility. In its sole discretion, EPA may grant the petition in other circumstances deemed appropriate by EPA.

8. Defendants shall provide a copy of this Consent Decree to all officers, employees, and agents whose duties might reasonably include compliance with any provision of this Decree. Defendants shall also provide to any contractor retained to perform work required under this Consent Decree with the provisions of the Consent Decree that are relevant to the work that contractor is performing. Defendants shall condition any contract to perform such work upon performance of the work in conformity with the terms of this Consent Decree.

9. Defendants agree not to contest the validity of the Consent Decree in any subsequent proceeding to implement or enforce its terms.

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

III. OBJECTIVES

11. It is the purpose of the Parties to this Consent Decree to further the objectives of Section 112(r) of the CAA, 42 U.S.C. § 7412(r).

IV. DEFINITIONS

12. Terms used in this Consent Decree that are defined or used in the CAA, or in regulations promulgated thereunder, shall have the meanings assigned to them in such statute or such regulations, unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

- a. "Complaint" shall mean the complaint filed by Plaintiff in this action.
- b. "Consent Decree" or "Decree" shall mean this Decree, including all appendices.
- c. "Covered Process" shall mean "a process that has a regulated substance present in

more than a threshold quantity as determined under 40 C.F.R. § 68.115.”

40 C.F.R. § 68.3.

- d. “Day” shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next business day.
- e. “Date of Lodging” shall mean the day that this Consent Decree is lodged with the Court for the public comment period.
- f. “Defendants” shall mean Tyson Foods, Inc., IBP Redevelopment Corp., IBP Food Co., Foodbrands Supply Chain Services, Inc., Tyson Chicken, Inc., Tyson Deli, Inc., Tyson Fresh Meats, Inc., Tyson Poultry, Inc., Tyson Prepared Foods, Inc., Tyson Processing Services, Inc., and Tyson Refrigerated Processed Meats, Inc.
- g. “EPA” shall mean the United States Environmental Protection Agency and any of its successor departments or agencies.
- h. “Effective Date” shall have the definition provided in Section XVII of this Decree.
- i. “Facilities” shall mean Defendants’ facilities in the following locations:
- 1300 S. Lake Street, Cherokee, Iowa
 - Highway 70 North, Columbus Junction, Iowa
 - 2700 23rd Avenue and 2101 South 29th Street, Council Bluffs, Iowa (Including both the Case Ready and Cooked Meat Processes)
 - 2490 Lincoln Way, Denison, Iowa
 - 13500 I Court, Perry, Iowa
 - 3939 South Lewis Boulevard, Sioux City, Iowa
 - 2101 West 6th Street, Emporia, Kansas
 - 9 North Washington Street, South Hutchinson, Kansas
 - 521 South Main, Hutchinson, Kansas
 - 1001 East Stoddard, Dexter, Missouri
 - 19571 Whitfield Road, Sedalia, Missouri

- Highway 35, Dakota City, Nebraska
 - 1500 Plum Creek Parkway, Lexington, Nebraska
 - 1200 Industrial Parkway, Madison, Nebraska
 - 13076 Renfro Circle, Omaha, Nebraska
 - 1901 South Saint Louis Street, Concordia, Missouri
 - West Highway 50, Finney County, Kansas
 - 800 County Road, Monett, Missouri
 - 1001 Harness Drive, Montgomery City, Missouri
 - 1 Tyson Avenue, Noel, Missouri
 - 20701 West 159th Street, Olathe Distribution Center, Olathe, Kansas
 - 1009 Richland Street, Storm Lake, Iowa
 - 501 North Elk Run Road, Waterloo, Iowa (Including both the Animal Slaughtering and Meat from Carcass Processes)
- j. “Interest” shall mean interest at the rate specified in 28 U.S.C. § 1961.
- k. “Non-Destructive Testing Protocol” shall mean the entirety of the compliance obligations described in and established in Appendix B to this Consent Decree.
- l. “Paragraph” shall mean a portion of this Decree identified by an Arabic numeral.
- m. “Parties” shall mean the United States and Defendants.
- n. “Plaintiff” shall mean the United States.
- o. “Regulated Substance” shall mean “any substance listed pursuant to section 112(r)(3) of the Clean Air Act, as amended, in 40 C.F.R. § 68.130.” 40 C.F.R. § 68.3.
- p. “Section” shall mean a portion of this Decree identified by a Roman numeral.
- q. “Termination Date” shall mean the date this Consent Decree terminates as provided by Section XX of this Decree.
- r. “Third Party Audit Protocol” shall mean the entirety of the compliance obligations described in and established in Appendix A to this Consent Decree.
- s. “United States” shall mean the United States of America, acting on behalf of EPA.

V. PAYMENTS

13. Within thirty (30) Days after the Effective Date of this Consent Decree, Defendants shall pay the sum of \$3,950,000 as a civil penalty. Defendants shall pay this civil penalty and Interest, if any, by FedWire Electronic Funds Transfer (“EFT”) to the U.S. Department of Justice in accordance with written instructions to be provided to Defendants, following lodging of the Consent Decree, by the Financial Litigation Unit of the U.S. Attorney’s Office for the Eastern District of Missouri. Any payments received by the Department of Justice after 4:00 pm Eastern Time shall be credited on the next business day. At the time of payment, Defendants shall send a copy of the EFT authorization form and the EFT transaction record, together with a transmittal letter, which shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in United States v. Tyson Foods, Inc. et al., and shall reference the civil action number and DOJ case number 90-5-2-1-10377, to the United States in accordance with Section XVI (Notices) of this Decree; by email to acctsreceivable.CINWD@epa.gov; and by mail to:

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

14. The Defendants shall not deduct any penalties paid under this Decree pursuant to this Section or Section XI (Stipulated Penalties) of this Decree in calculating its federal income tax.

VI. COMPLIANCE REQUIREMENTS

15. Defendants shall comply with all applicable Risk Management Program statutory requirements under 42 U.S.C. § 112(r)(7) and regulations promulgated thereunder at 40 C.F.R. Part 68 at the Facilities.

16. Defendants shall comply with and implement all provisions of the Third Party Audit Protocol embodied in Appendix A attached hereto.

17. Defendants shall comply with and implement all provisions of the Non-Destructive Testing Protocol embodied in Appendix B attached hereto.

VII. REPORTING REQUIREMENTS

18. Defendants shall timely submit all reports and deliverables described in the Third Party Audit Protocol, Appendix A; the Non-Destructive Testing Protocol, Appendix B; and the Protocol for Supplemental Environmental Project, Appendix C.

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

20. All reports shall be submitted to the persons designated in Section XVI (Notices) of this Decree.

21. Each report submitted by Defendants under this Section shall be signed by a senior official of the submitting party and include the following certification:

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

penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

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

23. The reporting requirements of this Consent Decree do not relieve Defendants of any reporting obligations required by any federal, state, or local law, regulation, permit, or other requirement.

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

VIII. APPROVAL OF DELIVERABLES

25. Approval of Deliverables. After review of any plan, report, or other item that is required to be submitted pursuant to this Consent Decree, EPA shall in writing: a) approve the submission; b) approve the submission upon specified conditions; c) approve part of the submission and disapprove the remainder; or d) disapprove the submission. Specifically, the following plans, reports, or other items are subject to this Section: Defendants' responses to Audit reports pursuant to Section 6 of Appendix A; and Defendants' reports pursuant to Section 5 of Appendix B. Provided, however, that nothing in this Section shall prevent Defendants from invoking dispute resolution pursuant to Paragraph 6.3 of Appendix A after receipt of any Audit report.

26. If the submission is approved pursuant to Paragraph 25.a, Defendants shall take all actions required by the plan, report, or other document, in accordance with the schedules and requirements of the plan, report, or other document, as approved. If the submission is conditionally approved or approved only in part, pursuant to Paragraph 25.b or .c, Defendants

shall, upon written direction from EPA, take all actions required by the approved plan, report, or other item that EPA determines are technically severable from any disapproved portions, subject to Defendants' right to dispute only the specified conditions or the disapproved portions, under Section XIII (Dispute Resolution) of this Decree. If the submission is disapproved in whole or in part pursuant to Paragraph 25.c or .d, Defendants shall, within 30 Days or such other time as the Parties agree to in writing, correct all deficiencies and resubmit the plan, report, or other item, or disapproved portion thereof, for approval, in accordance with the preceding Paragraphs. If the resubmission is approved in whole or in part, Defendants shall proceed in accordance with the preceding Paragraph.

27. Any stipulated penalties applicable to the original submission, as provided in Section XI (Stipulated Penalties) of this Decree, shall accrue during the 30-Day period or other specified period, but shall not be payable unless the resubmission is untimely or is disapproved in whole or in part; provided that, if the original submission was so deficient as to constitute a material breach of Defendants' obligations under this Decree, the stipulated penalties applicable to the original submission shall be due and payable notwithstanding any subsequent resubmission.

28. If a resubmitted plan, report, or other item, or portion thereof, is disapproved in whole or in part, EPA may again require Defendants to correct any deficiencies, in accordance with the preceding Paragraphs, or may itself correct any deficiencies, subject to Defendants' right to invoke Dispute Resolution and the right of EPA to seek stipulated penalties as provided in the preceding Paragraphs.

29. Permits. Where any compliance obligation under this Consent Decree requires Defendants to obtain a federal, state, or local permit or approval, Defendants shall submit timely

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

30. Failure of Compliance. Notwithstanding the review or approval by any agency of the United States of any plans, reports, policies or procedures formulated pursuant to the Consent Decree, Defendants will remain solely responsible for compliance with the terms of the Consent Decree, all applicable permits, and all applicable federal, state, regional, and local laws and regulations, except as provided in Section XII (Force Majeure) of this Decree.

IX. SUPPLEMENTAL ENVIRONMENTAL PROJECT

31. Defendants shall implement a Supplemental Environmental Project ("SEP"), in accordance with Appendix C of this Consent Decree.

32. Defendants are responsible for the satisfactory completion of the SEP in accordance with the requirements of this Decree. Defendants may use contractors or consultants in planning and implementing the SEP.

33. With regard to the SEP, Defendants certify the truth and accuracy of each of the following:

- a. that all cost information provided to EPA in connection with EPA's approval of the SEP is complete and accurate and that Defendants in good faith estimate that the cost to implement the SEP is \$300,000;
- b. that, as of the date of executing this Decree, Defendants are not required to perform or develop the SEP by any federal, state, or local law or regulation and are not required to perform or develop the SEP by agreement, grant, or as injunctive relief awarded in any other action in any forum;
- c. that the SEP is not a project that Defendants were planning or intending to construct, perform, or implement other than in settlement of the claims resolved in

this Decree;

- d. that Defendants are not party to any open federal financial assistance transaction that is funding or could be used to fund the same activity as the SEP nor has the same activity been described in an unsuccessful federal financial assistance transaction proposal submitted to EPA by Defendants within two (2) years of the date of Defendants' execution of this Consent Decree (unless the project was barred from funding as statutorily ineligible);
- e. that Defendants have inquired of each fire department listed in Attachment 1 to Appendix C (the SEP Protocol), whether they are party to an open federal financial assistance transaction that is funding or could fund the same activity as the SEP and whether the same activity has been described in an unsuccessful federal financial assistance transaction proposal submitted to EPA by the fire departments listed in Attachment 1 to Appendix C, within two (2) years of the date of Defendants execution of this Consent Decree (unless the project was barred from funding as statutorily ineligible), and has been informed that there is no such open federal financial assistance transaction and no such unsuccessful proposal;
- f. that Defendants are not otherwise aware of any open federal financial assistance transaction that is funding or could fund the same activity as the SEP;
- g. that Defendants have not received and will not receive credit for the SEP in any other enforcement action;
- h. that Defendants have not received and will not receive credit for the SEP in any other enforcement action; and

- i. that Defendants will not receive any reimbursement for any portion of the SEP from any other person.
- j. For purposes of this Paragraph “open federal financial assistance transaction” refers to a grant, cooperative agreement, loan, federally-guaranteed loan guarantee, or other mechanism for providing federal financial assistance whose performance period has not yet expired.

34. SEP Completion Report. Within 30 days after the date set for completion of the SEP, Defendants shall submit a SEP Completion Report to the United States, in accordance with Section XVI (Notices) of this Decree. The SEP Completion Report shall contain the following information:

- a. a detailed description of the SEP as implemented;
- b. a description of any problems encountered in completing the SEP and the solutions thereto;
- c. an itemized list of all eligible SEP costs expended;
- d. certification that the SEP has been fully implemented pursuant to the provisions of this Decree; and
- e. a description of the environmental and public health benefits resulting from implementation of the SEP.

35. EPA may, in its sole discretion, require information in addition to that described in the preceding Paragraph, in order to evaluate Defendants's completion report.

36. Within 90 days after receiving the SEP Completion Report, the United States shall notify Defendants whether or not Defendants have satisfactorily completed the SEP. If

Defendants have not completed the SEP in accordance with this Consent Decree, stipulated penalties may be assessed under Section XI of this Consent Decree.

37. Disputes concerning the satisfactory performance of the SEP and the amount of eligible SEP costs shall be resolved under Section XIII (Dispute Resolution) of this Consent Decree.

38. Each submission required under this Section shall be signed by an official with knowledge of the SEP and shall bear the certification language set forth in Paragraph 21.

39. Any public statement, oral or written, in print, film, or other media, made by Defendants making reference to the SEP under this Decree shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action, United States v. Tyson Foods, Inc. et al., taken on behalf of the U.S. Environmental Protection Agency under the Clean Air Act."

40. For federal income tax purposes, Defendants agree that they will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP.

X. INFORMATION COLLECTION, RECORDKEEPING AND RETENTION

41. The United States and its representatives, including attorneys, contractors, and consultants, shall have the right of entry into any facility covered by this Consent Decree, upon presentation of credentials, to:

- a. monitor the progress of activities required under this Consent Decree;
- b. verify any data or information submitted to the United States in accordance with the terms of this Consent Decree;
- c. obtain documentary evidence, including photographs and similar data; and
- d. assess Defendants' compliance with this Consent Decree.

42. Until five (5) years after the termination of this Consent Decree, Defendants shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate to Defendants' performance of its obligations under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States, Defendants shall provide copies of any documents, records, or other information required to be maintained under this Paragraph. Defendants may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal law. If Defendants assert such a privilege, it shall provide the following: (1) the title of or description of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of each author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Defendants. However, no documents, records, or other information created or generated pursuant to the requirements of this Consent Decree shall be withheld on grounds of privilege. Defendants may also assert that information required to be provided under this Section is protected as Confidential Business Information ("CBI") under 40 C.F.R. Part 2. As to any information that Defendants seeks to protect as CBI, Defendants shall follow the procedures set forth in 40 C.F.R. Part 2.

43. At the conclusion of the information-retention period provided in the preceding Paragraph, Defendants shall notify the United States at least 90 Days prior to the destruction of

any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States, Defendants shall deliver any such documents, records, or other information to EPA.

44. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States pursuant to applicable federal or state laws, regulations, or permits, nor does it limit or affect any duty or obligation of Defendants to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

45. Nothing in this Consent Decree shall limit the authority of EPA to conduct tests, inspections, or other activities under any statutory or regulatory provision.

XI. STIPULATED PENALTIES

A. General Provisions Regarding Stipulated Penalties.

46. Defendants shall be liable for stipulated penalties to the United States for violations of this Decree as specified below, unless excused under Section XII (Force Majeure). A violation includes failing to perform any obligation required by the terms of this Decree according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree.

47. Stipulated penalties under this Section shall begin to accrue on the Day after performance is due or on the Day a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree.

48. Defendants shall pay any stipulated penalty within thirty (30) Days of receiving the United States' written demand.

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

50. Stipulated penalties shall continue to accrue as provided in Paragraph 68, during any Dispute Resolution, but need not be paid until the following:

- a. If the dispute is resolved by agreement or by a decision of EPA that is not appealed to the Court, Defendants shall pay accrued penalties determined to be owing, together with Interest, to the United States within thirty (30) Days of the effective date of the agreement or the receipt of EPA's decision or order.
- b. If the dispute is appealed to the Court and the United States prevails in whole or in part, Defendants shall pay all accrued penalties determined by the Court to be owing, together with Interest, within sixty (60) Days of receiving the Court's decision or order, except as provided in Paragraph 50.c, below.
- c. If any Party appeals the District Court's decision, Defendants shall pay all accrued penalties determined to be owing, together with interest, within fifteen (15) Days of receiving the final appellate court decision.

51. Defendants shall pay stipulated penalties owing to the United States in the manner set forth and with the confirmation notices required by Paragraph 13, except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid.

52. If Defendants fail to pay stipulated penalties according to the terms of this Consent Decree, Defendants shall be liable for Interest on such stipulated penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph

shall be construed to limit the United States from seeking any remedy otherwise provided by law for Defendants' failure to pay any stipulated penalties.

53. Subject to the provisions of Section XIV (Effect of Settlement/Reservation of Rights) of this Decree, the stipulated penalties provided for in this Consent Decree shall be in addition to any other rights, remedies, or sanctions available to the United States for Defendants' violation of this Consent Decree or applicable law. Where a violation of this Consent Decree is also a violation of the Clean Air Act, Defendants shall be allowed a credit for any stipulated penalties paid against any statutory penalties imposed for such violation. Notwithstanding the foregoing, the United States reserves all its rights to pursue, under the Consent Decree and/or outside of it, any other non-monetary remedies to which it is legally entitled, including but not limited to injunctive relief for violations of the Consent Decree.

B. Specific Stipulated Penalties.

54. Failure to Pay or Late Payment of Civil Penalty required by Paragraph 13. If Defendants fail to pay the civil penalty required to be paid under Section V (Payments) of this Decree when due, Defendants shall pay a stipulated penalty of \$5,000 per Day for each Day that the payment is late.

55. Failure to Comply with any Risk Management Program Requirement set forth in 42 U.S.C. § 7412(r)(7) or 40 C.F.R. § 68 as Required by Paragraph 15 after the Effective Date:

Number of Days Late or Deficient	Penalty Per Day Late or Deficient
1-30	\$1,000
31-59	\$1,500
60 and Over	\$3,000

This provision does not apply to any failure to comply that falls within the scope of Paragraph 76.

56. Failure to Timely Conduct an Audit in Accordance with Appendix A:

Number of Days Late or Deficient	Penalty Per Day Late or Deficient
1-30	\$1,500
31-59	\$3,000
60 and Over	\$6,000

57. Failure to Timely Correct a Finding in an Audit Report as Required by Appendix

A:

Number of Days Late or Deficient	Penalty Per Day Late or Deficient
1-30	\$1,500
31-59	\$3,000
60 and Over	\$6,000

58. Reporting Requirements. The following stipulated penalties shall accrue per violation per Day for each violation of the reporting requirements of Section VII of this Consent Decree, including those in requirements listed in Appendices A, B, and C.

Number of Days Late or Deficient	Penalty Per Day Late or Deficient
1-30	\$500
31-59	\$1,000
60 and Over	\$2,000

59. Failure to Comply with Any Requirement of this Consent Decree for which Stipulated Penalties are Not Specifically Set Forth Above.

Number of Days Late or Deficient	Penalty Per Day Late or Deficient
1-30	\$500
31-59	\$1,000
60 and Over	\$2,000

This provision does not apply to any failure to comply that falls within the scope of Paragraph 76.

60. SEP Compliance. Except as provided in Paragraph 61, if the SEP is not satisfactorily completed by the deadline set forth in Appendix C, the Defendants shall pay stipulated penalties for each day the SEP is late or not satisfactorily completed, as follows:

Number of Days Late or Deficient	Penalty Per Day Late or Deficient
1-30	\$1,500
31-59	\$3,000
60 and Over	\$6,000

61. SEP Abandonment. If the Defendants have not satisfactorily completed the SEP by 90 days after the SEP Completion Date set forth in Appendix C, the United States may elect to terminate the SEP if it determines that the Defendants are not making a good faith effort to satisfactorily complete the SEP. In addition, if at any time the United States determines that the Defendants have abandoned the SEP, it may terminate the SEP. The United States shall provide written notice of SEP termination to the Defendants. If the United States terminates the SEP, the Defendants shall be liable for a lump sum stipulated penalty of \$375,000, less any amount that the Defendants have paid under Paragraph 60 and less the amount of any equipment Defendants can prove they purchased and distributed pursuant to Appendix C. If Defendants pay a termination penalty under this Paragraph, they shall not be liable for stipulated penalties under Paragraph 60. Any sums already paid under Paragraph 60 shall be credited against the lump sum stipulated penalty due under this Paragraph.

XII. FORCE MAJEURE

62. "Force Majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Defendants, of any entity controlled by Defendants, or of Defendants' contractors, which delays or prevents the performance of any obligation under this Consent Decree despite the Defendants' best efforts to fulfill the obligation. The requirement that Defendants exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any such event (a) as it is occurring and (b) after it has occurred to prevent or minimize any

resulting delay to the greatest extent possible. "Force majeure" does not include Defendants' financial inability to perform any obligation under this Consent Decree.

63. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, Defendants shall provide notice orally or by electronic mail or to the United States within seventy-two (72) hours of when the Defendants first knew that the event might cause a delay. Within seven (7) days thereafter, the Defendants shall provide in writing to the United States an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; the Defendants' rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of the Defendants, such event may cause or contribute to an endangerment to public health, welfare or the environment. The United States may, in its unreviewable discretion, extend the time within which notice must be given. No such extension shall be effective unless in writing. The Defendants shall include with any force majeure notice all documentation then available supporting the claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude the Defendants from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Defendants shall be deemed to know of any circumstance of which the Defendants, any entity controlled by Defendants or Defendants' contractors knew or should have known.

64. If the United States agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that

are affected by the force majeure event will be extended for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. The United States will notify the Defendants in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

65. If the United States does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, or needs further information from Defendants regarding the asserted force majeure event to make a decision, it will notify the Defendants in writing of its decision.

66. If Defendants elect to invoke the dispute resolution procedures set forth in Section XIII (Dispute Resolution), it shall do so no later than fifteen (15) days after receipt of the United States' notice pursuant to Paragraphs 64 or 65 above. In any such proceeding, the Defendants shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that the Defendants complied with the requirements of Paragraph 63, above. If the Defendants carry this burden, the delay at issue shall be deemed not to be a violation by the Defendants of the affected obligation of this Consent Decree identified to the United States and the Court, and the relevant deadline shall be extended for such time as is necessary to complete the obligations affected by the force majeure event.

XIII. DISPUTE RESOLUTION

67. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising

under or with respect to this Consent Decree. Defendants' failure to seek resolution of a dispute under this Section shall preclude it from raising any such issue as a defense to an action by the United States to enforce any obligation of Defendants arising under or with respect to this Decree.

68. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of the Defendants under this Consent Decree, unless the Court or the final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, until the Court issues a decision on the dispute in favor of the United States. Payment shall be stayed pending resolution of the dispute as provided in Paragraph 50. If Defendants do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XI (Stipulated Penalties).

69. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when Defendants send the United States a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed twenty (20) Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within ten (10) Days after the conclusion of the informal negotiation period, Defendants invoke formal dispute resolution procedures as set forth below.

70. Formal Dispute Resolution. Defendants shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United

States a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Defendants' position and any supporting documentation relied upon by Defendants.

71. The United States shall serve its Statement of Position within thirty (30) Days of receipt of Defendants' Statement of Position. The United States' Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The United States' Statement of Position shall be binding on Defendants, unless Defendants file a motion for judicial review of the dispute in accordance with the following Paragraph.

72. Defendants may seek judicial review of the dispute by filing with the Court and serving on the United States, in accordance with Section XVI (Notices) of this Decree, a motion requesting judicial resolution of the dispute. The motion must be filed within ten (10) Days of receipt of the United States' Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of Defendants' position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

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

74. Standard of Review. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 72, Defendants shall bear the burden of demonstrating that their position complies with this Consent Decree and that they are entitled to relief under applicable

principles of law. The United States reserves the right to argue that the dispute is reviewable only on the administrative record and must be upheld unless arbitrary and capricious or otherwise not in accordance with the law, and Defendants reserve the right to oppose this position.

XIV. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

75. This Consent Decree resolves the civil claims of the United States for the violations alleged in the Complaint filed in this action through the Date of Lodging.

76. Entry of this Consent Decree also resolves the civil liability of Defendants to the United States for the specific violations of Risk Management Program requirements in Section 112(r)(7) of the CAA, 42 U.S.C. § 7412(r)(7), or the regulations promulgated thereunder, that are identified as a result of an Audit conducted pursuant to Appendix A (i.e. the Audit "Findings") or testing pursuant to Appendix B, are reported to EPA pursuant to the requirements of Appendix A or B, and that are timely and fully corrected by Defendants in accordance with Appendix A or B. For the purposes of this Paragraph, violation(s) that are identified as a result of an Audit under Appendix A (i.e. the Audit "Findings") or testing pursuant to Appendix B, shall only be considered "fully corrected" on the date that Defendants send certification to the United States that the violation(s) have been corrected in accordance with the reporting procedures under Appendix A or Appendix B.

77. The United States reserves all legal and equitable remedies available to enforce the provisions of this Consent Decree, except as expressly stated in Paragraphs 75-76. This Consent Decree shall not be construed to limit the rights of the United States to obtain penalties or injunctive relief under the CAA or implementing regulations, or under other federal laws, regulations, or permit conditions, except as expressly specified in Paragraphs 75-76. The United States further reserves all legal and equitable remedies to address any imminent and substantial

endangerment to the public health or welfare or the environment arising at, or posed by, the Facilities, whether related to the violations addressed in this Consent Decree or otherwise.

78. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, civil penalties, other appropriate relief relating to the Facilities or Defendants' violations, Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraphs 75-76 of this Section.

79. This Consent Decree is not a permit, or a modification of any permit, under any federal, state, or local laws or regulations. Defendants are responsible for achieving and maintaining complete compliance with all applicable federal, state, and local laws, regulations, and permits; and Defendants' compliance with this Consent Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States does not, by its consent to the entry of this Consent Decree, warrant or aver in any manner that Defendants' compliance with any aspect of this Consent Decree will result in compliance with provisions of Section 112(r) of the Clean Air Act, 42 U.S.C. § 7412(r) or the regulations promulgated thereunder, or with any other provisions of federal, state, or local laws, regulations, or permits.

80. This Consent Decree does not limit or affect the rights of Defendants or of the United States against any third parties, not party to this Consent Decree, nor does it limit the

rights of third parties, not party to this Consent Decree, against Defendants, except as otherwise provided by law.

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

XV. COSTS

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

XVI. NOTICES

83. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed as set forth below. Simultaneously, such notices shall be emailed to the relevant recipients, except that any notice attachments that are too voluminous to email need only be provided by mail. Where this Consent Decree requires that notices and submissions are to be made to the United States, they shall be made to the United States Department of Justice and EPA. Where the Consent Decree Requires that Notices and Submissions shall be made to EPA, they need only be sent to EPA. Except as otherwise provided herein, all reports, notifications, certifications, or other communications required under this Consent Decree to be submitted or sent to the United States, EPA, and/or Defendants shall be addressed as follows:

As to the United States:

U.S. Department of Justice

Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611, Ben Franklin Station
Washington, DC 20044-7611
Reference Case No. 90-5-2-1-07459/1
Email: Walter.Benjamin.Fisherow@usdoj.gov

EPA Region 7:

For Risk Management Program Items related to Appendices A & B:

Chief, Chemical Risk Information Branch
EPA Region 7
11201 Renner Blvd.
Lenexa, Kansas 66219
Email: Bustos.Patrick@epa.gov

For All Items, including Items related to Appendix C:

Anne Rauch, Esq.
Office of Regional Counsel
Region 7
11201 Renner Blvd.
Lenexa, Kansas 66219
Rauch.Anne@epa.gov

As to Defendants:

Timothy T. Jones
Senior Counsel
Legal Department
Tyson Foods, Inc.
2200 Don Tyson Parkway
Springdale, Arkansas 72762
(479) 290-7102
Tim.Jones@Tyson.com

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

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

XVII. EFFECTIVE DATE

86. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket.

XVIII. RETENTION OF JURISDICTION

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

XIX. MODIFICATION

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

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

XX. TERMINATION

90. After Defendants have completed the requirements of Section VI (Compliance Requirements) of this Decree, have complied with all other requirements of this Consent Decree, have paid the civil penalty, have resolved any outstanding disputes, and have paid any accrued stipulated penalties as required by this Consent Decree, Defendants shall serve upon the United States a Request for Termination, stating that Defendants have satisfied those requirements, together with all necessary supporting completion documentation required by Appendices A, B, and C (to the extent not already submitted).

91. Following receipt by the United States of Defendants' Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether Defendants have satisfactorily complied with the requirements for termination of this Consent Decree. If the United States agrees that the Decree may be terminated, the Parties shall submit to the Court an appropriate Joint Notice of Termination. The Joint Notice of Termination shall recite that the requirements of the Consent Decree have been met. The Joint Notice of Termination shall not require any further action from the Court and shall terminate the Consent Decree upon filing.

92. If the United States does not agree that the Decree may be terminated or does not timely respond to Defendant's Request for Termination, Defendants may invoke Dispute Resolution under Section XIII of this Decree. However, Defendants shall not seek Dispute Resolution of any dispute regarding termination, under Paragraph 72 of Section XIII, until at least 130 Days after service of its Request for Termination.

XXI. PUBLIC PARTICIPATION

93. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United

States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. Defendants consent to entry of this Consent Decree without further notice and agree not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless the United States has notified Defendants in writing that it no longer supports entry of the Decree.

XXII. SIGNATORIES/SERVICE

94. Each undersigned representative of Defendants and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice and the Environmental Protection Agency certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.

95. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Defendants agree to accept service of process by mail and, if applicable, electronic case filing notices, with respect to all matters arising under or relating to this Consent Decree that are required to be filed with the Court and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

XXIII. INTEGRATION

96. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. No other document, nor any representation, inducement,

agreement, understanding, or promise, constitutes any part of this Decree or the settlement it represents, nor shall it be used in construing the terms of this Decree.

XXIV. FINAL JUDGMENT

97. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States and Defendants. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Federal Rules of Civil Procedure 54 and 58.

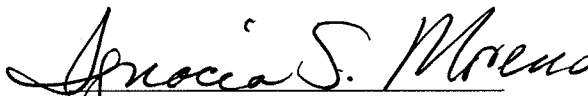
Dated and entered this __ day of _____, ____.

UNITED STATES DISTRICT JUDGE

WE HEREBY CONSENT to the entry of this Consent Decree subject to the public notice and comment provisions of 28 C.F.R. § 50.7:

FOR PLAINTIFF THE UNITED STATES OF AMERICA:

Date: 3/27/13



IGNACIA S. MORENO
Assistant Attorney General
United States Department of Justice
Environment and Natural Resources
Division

Date: 4/2/13

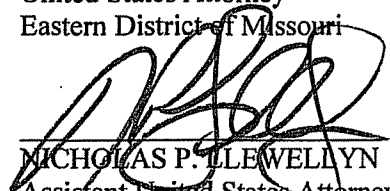


SARA A. COLANGELO
MICHAEL MCNULTY
Trial Attorney
Environment and Natural Resources
Division
Environmental Enforcement Section
United States Department of Justice
P.O. Box 7611
Washington, D.C. 20044
(202) 514-3394
Sara.Colangelo@usdoj.gov
Member of the Maryland Bar

Date:

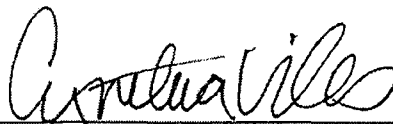
4/4/13

RICHARD G. CALLAHAN
United States Attorney
Eastern District of Missouri



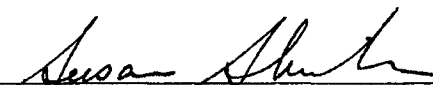
NICHOLAS P. LLEWELLYN
Assistant United States Attorney

Date: 3/20/13



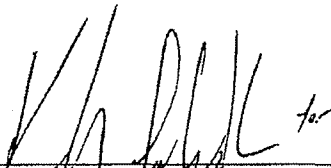
CYNTHIA GILES
Assistant Administrator
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Washington, D.C. 20460

Date: 3/15/13



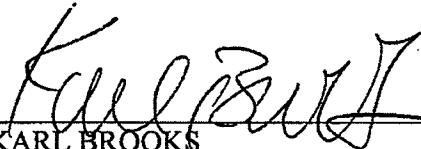
SUSAN SHINKMAN
Director, Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Washington, D.C. 20460

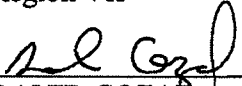
Date:



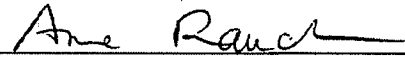
ROSEMARIE A. KELLEY
Director, Waste and Chemical Enforcement Division
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Washington, D.C. 20460

Date: 3/4/13


KARL BROOKS
Regional Administrator
U.S. Environmental Protection Agency
Region VII


DAVID COZAD
Regional Counsel
U.S. Environmental Protection Agency
Region VII

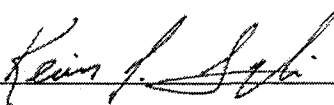
Date: 2/27/13


ANNE RAUCH
Assistant Regional Counsel
U.S. Environmental Protection Agency
Region VII

WE HEREBY CONSENT to the entry of this Consent Decree:

FOR DEFENDANTS
TYSON FOODS, INC.
IBP REDEVELOPMENT CORP.
IBP FOOD CO.
FOODBRANDS SUPPLY CHAIN SERVICES, INC.
TYSON CHICKEN, INC.
TYSON DELI, INC.
TYSON FRESH MEATS, INC.
TYSON POULTRY, INC.
TYSON PREPARED FOODS, INC.
TYSON PROCESSING SERVICES, INC.
TYSON REFRIGERATED PROCESSED MEATS, INC.

Date: 2/20/2013



Kevin J. Igli
Senior Vice President
Chief Environmental Health and Safety Officer

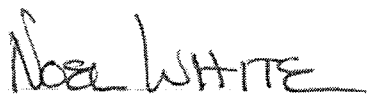
Agent Authorized to Accept Service for Defendants in this Case:

TIMOTHY T. JONES
Senior Counsel
Legal Department
Tyson Foods, Inc.
2200 Don Tyson Parkway
Springdale, Arkansas 72762
(479) 290-7102
Tim.Jones@Tyson.com

WE HEREBY CONSENT to the entry of this Consent Decree:

FOR DEFENDANTS
TYSON FOODS, INC.
IBP REDEVELOPMENT CORP.
IBP FOOD CO.
FOODBRANDS SUPPLY CHAIN SERVICES, INC.
TYSON CHICKEN, INC.
TYSON DELL, INC.
TYSON FRESH MEATS, INC.
TYSON POULTRY, INC.
TYSON PREPARED FOODS, INC.
TYSON PROCESSING SERVICES, INC.
TYSON REFRIGERATED PROCESSED MEATS, INC.

Date: 2/20/13


Noel White
Senior Group Vice President, Fresh Meats

Agent Authorized to Accept Service for Defendants in this Case:

TIMOTHY T. JONES
Senior Counsel
Legal Department
Tyson Foods, Inc.
2200 Don Tyson Parkway
Springdale, Arkansas 72762
(479) 290-7102
Tim.Jones@Tyson.com

WE HEREBY CONSENT to the entry of this Consent Decree:

FOR DEFENDANTS
TYSON FOODS, INC.
IBP REDEVELOPMENT CORP.
IBP FOOD CO.
FOODBRANDS SUPPLY CHAIN SERVICES, INC.
TYSON CHICKEN, INC.
TYSON DELL, INC.
TYSON FRESH MEATS, INC.
TYSON POULTRY, INC.
TYSON PREPARED FOODS, INC.
TYSON PROCESSING SERVICES, INC.
TYSON REFRIGERATED PROCESSED MEATS, INC.

Date: 2-20-2013



Donnie King
Senior Group Vice President, Poultry and Prepared Foods

Agent Authorized to Accept Service for Defendants in this Case:

TIMOTHY F. JONES
Senior Counsel
Legal Department
Tyson Foods, Inc.
2200 Don Tyson Parkway
Springdale, Arkansas 72762
(479) 290-7102
Tim.Jones@Tyson.com

APPENDIX A

THIRD PARTY AUDIT PROTOCOL

Section 1. Background and Purpose

1.1 As part of the settlement embodied in the Consent Decree, Tyson has agreed to conduct third-party Audits of its current compliance with the Clean Air Act's Risk Management Program requirements at its 23 Facilities in EPA Region VII that operate one or more covered processes (ammonia refrigeration equipment). This Protocol governs the Audit process.

Section 2. Definitions

2.1 The terms used herein shall have the meaning set forth in Section IV of the Consent Decree unless otherwise specified below:

- "Audit" shall mean a third-party audit as described in this Protocol.
- "Auditor" shall mean a third-party auditor as specified in or approved pursuant to this Protocol.
- "Capital Expenditure" shall mean, for purposes of any corrective measure required by Section 6.1, an expenditure that is estimated to be more than \$50,000.
- "Deviation" shall mean an item that the Auditor has judged to be a departure from or inconsistent with any applicable engineering and design specification, including current design codes and standards, and/or any refrigeration industry recognized and generally accepted good engineering practices at the time of the Audit. Deviations do not include items that are in present non-compliance with the applicable requirements of 40 C.F.R. Part 68. Any item that the Auditor has judged to be in present non-compliance with the applicable requirements of 40 C.F.R. Part 68 at the time of the Audit shall only be reported as a Finding, as defined below.
- "Finding" shall mean an item that the Auditor has judged to be in present non-compliance with the applicable requirements of 40 C.F.R. Part 68 at the time of the Audit.
- "Protocol" shall mean this Third Party Audit Protocol.
- "Tyson" shall mean the Defendants.

Section 3. Third-Party Auditor

3.1 Tyson has proposed and EPA has agreed that Tyson shall initially use Douglas Reindl (for the paper review required by Section 4.1 of this Protocol only) and David Einolf and/or AcuTech Consulting Group (for the audit(s) required by Sections 4.2(a) and (b) only) until such time, if any, that Tyson proposes and EPA approves a replacement or additional

Auditor pursuant to Section 3.2 of this Protocol. The Auditor may use competent professionals on their staff to assist with the Audits.

3.2 Tyson may propose to replace any Auditor or may propose to add any additional Auditor by submitting a request to EPA pursuant to Section VIII of the Consent Decree (Approval of Deliverables). The request shall indicate the reason for the change or addition; the qualifications of the proposed Auditor; and any other relevant information. The proposed Auditor for 4.2(a) shall have expertise in ammonia refrigeration systems and 4.2 (b) shall be a recognized expert in PSM/RMP compliance.

3.3 Tyson shall be solely responsible for paying for each Auditor's fees and expenses; provided, however, that no Auditor shall be considered Tyson's contractor for any purpose under the Consent Decree, including but not limited to Sections II (Applicability), X (Information Collection, Recordkeeping, and Retention), XI (Stipulated Penalties), and XII (Force Majeure).

Section 4. Audit Protocol

4.1 The Auditor shall first conduct a paper review of Tyson's engineering and design specifications as they relate to the physical systems of the covered processes at the Facilities according to the schedule set forth in Section 5 of this Protocol. Specifically, the Auditor shall evaluate Tyson's ammonia refrigeration system engineering and design specifications PSM/RMP Program Manual for compliance with 40 C.F.R. § 68.65(d)(2),(3) and for consistency with the most current design codes and standards referenced below. Tyson uses and intends to continue to use engineering specifications that incorporate current guidelines so that any ammonia refrigeration system and/or project work satisfies refrigeration industry recognized and generally accepted good engineering practices ("RAGAGEP"). The design codes and standards are listed in the current PSM/RMP Program Manual as follows:

- ANSI/ASHRAE 34 - Number Designation and Safety Classification of Refrigerants, American Society of Heating, Refrigerating and Air Conditioning Engineers, Atlanta, GA
- ASME Boiler and Pressure Vessel Code, Section VIII, American Society of Mechanical Engineers 3.12.4.1.4, New York, NY
- ANSI/ASME B31.5, Refrigeration Piping, ASME, New York, NY
- NFPA 70 - National Electrical Code, National Fire Protection Association, Quincy, MA
- ANSI/ASHRAE 15- – Safety Code for Mechanical Refrigeration
- ANSI/IIAR 2, IIAR 3, IIAR 5, IIAR Bulletins - 107, 108, 109, 110, 111, 112, 114, and 116, ARTG-GDL 1

Additional location-specific codes may apply. The Auditor shall determine all local codes applicable to the covered processes at each Facility, including, but not limited to, the codes listed below:

- Building Code: Uniform Building Code
- Building Code: National Building Code
- Building Code: Southern Building Code
- Mechanical Code: Uniform Mechanical Code
- Mechanical Code: International Mechanical Code
- Plumbing Code: Uniform Plumbing Code
- Electrical Code: National Electric Code
- Fire Code: International Fire Code
- Fire Code: National Fire Protection Association Fire Code

4.2 The Auditor shall next conduct on-site Audits of the ammonia refrigeration systems at all Facilities according to the schedule set forth in Section 5 of this Protocol. The purpose of the on-site Audits is to assess Tyson's present compliance with all applicable requirements of 40 C.F.R. Part 68 at the time of the Audits.

- (a) The on-site Audits shall evaluate the ammonia refrigeration systems in accordance with all design codes/standards/guidelines applicable to the covered processes as identified in Section 4.1. The Audits will have an increased focus on the following items:
- Safety Systems
 - Safety relief valve systems
 - Ammonia detection and alarms
 - Emergency action and response plans/programs
 - Machinery (Engine) Room
 - Co-Location with flame-producing sources/hot surfaces (>800°F)
 - Machinery (engine) room ventilation system design
 - Piping
 - Pay particular attention to Piping 2" or less to ensure proper Schedule (80 versus 40) and any mechanical issues relating to threaded versus welded connections in conjunction with Appendix B "Protocol for Non-destructive

Testing of Pipe Thickness”. The Auditor will review the non-destructive testing results included in Appendix B.

- Labeling and overall piping and valve integrity

(b) The Audits will also have an increased focus on the following items:

- Close out of all previous compliance audit, PHA, and incident investigation action items
- Current and annually certified operating procedures
- Training for personnel, including operators and maintenance personnel
- Safe work practices (LOTO, line breaking, hot work, etc.)
- PPE requirements for opening refrigeration systems, including whether:
 - Corporate requirements are appropriate and compliant with existing standards?
 - Facilities are following applicable requirements?
- Whether incidents are being reported in a timely manner and in compliance with applicable regulations
- Implementation of Management of Change (“MOC”) and Pre-startup Safety Review (“PSSR”)
- Whether emergency contact information is updated in a timely manner and in compliance with applicable regulations
- Emergency action plans

4.3 The Auditor(s) shall produce a report in accordance with Section 5 of this Protocol documenting the specific Findings and Deviations that existed at the time of the Audit. Findings and Deviations are mutually-exclusive and shall be listed separately.

4.4 At Tyson’s election, any on-site Audit may serve as the official RMP audit required by 40 C.F.R. § 68.79 provided all requirements of that section are met. The use of an on-site Audit as the official RMP audit will reset the three-year rolling clock for performance of a compliance audit at the applicable Facility.

Section 5. Timeline for the Audits

5.1 Tyson shall supply the Auditor with the information necessary to conduct the paper Audit required by Section 4.1 of this Protocol within 30 days of the Effective Date of the Consent Decree. The Auditor shall complete the paper review within 30 days thereafter and

shall provide a report, including any Findings and Deviations, to Tyson and EPA as provided in Section XVI of the Consent Decree (Notices). Tyson shall respond to the report pursuant to Section 6 of this Protocol.

5.2 On-site Audits of the Facilities required by Section 4.2 of this Protocol shall commence no later than 90 days after the Effective Date of the Consent Decree. Tyson shall ensure that at least seven on-site Audits are conducted every 12 months after the Effective Date of the Consent Decree and that all 23 Audits are conducted within 36 months; provided, however, that Tyson shall schedule the following Facilities in the first 12 month period:

- Emporia, KS
- Hutchison, KS
- Cherokee, IA
- Omaha, NE
- Perry, IA
- Sedalia, MO
- South Hutchinson, KS

5.3 The Parties expect each on-site Audit to take approximately five business days to complete. Where possible, the on-site Audits will be conducted over consecutive business days, but the Parties acknowledge that may not always be possible. Within 30 Days after the completion of each on-site Audit, the Auditor shall provide a report, including any Findings and Deviations, to Tyson and EPA as provided in Section XVI of the Consent Decree (Notices). Tyson shall respond to the report pursuant to Section 6 of this Protocol.

Section 6. Responses and Corrective Measures

6.1 Tyson shall submit a response to each Audit report that contains Findings no later than 45 Days after receipt of the report. The response shall include a plan to correct any Findings, except any Findings that Tyson disputes pursuant to Section 6.3 of this Protocol, and classify whether the response requires Capital Expenditures. EPA may request verification documentation for any response requiring Capital Expenditures. Tyson shall correct Findings that do not require Capital Expenditures within 6 months, unless a greater period of time is sought by Tyson and approved by EPA. Tyson shall correct Findings that require Capital Expenditures within 12 months, unless a greater period of time is sought by Tyson and approved by EPA. Tyson's response shall be submitted to EPA pursuant to Section XIII of the Consent Decree (Approval of Deliverables). Once Tyson has completed implementation of any corrective measure for any Finding, Tyson shall certify the completion of that work. Tyson shall do so either: (a) by including a certification in the next regularly-scheduled quarterly report required by Section 7.1 of this Protocol; or (b) prior to the next regularly-scheduled quarterly report, by submission of a certification to EPA.

6.2 Tyson may, but is not required to, submit a response to any Deviations or other statements in any Audit report if Tyson wishes to do so. If Tyson elects to submit such a response, it must do so within 45 Days of receipt of the report. Tyson shall have no obligation under this Protocol or the Consent Decree to correct Deviations or address other statements in any Audit report (other than Findings, which are governed by Section 6.1 of this Protocol).

6.3 Should Tyson disagree with any Findings or any other element of any Audit report, it may invoke dispute resolution pursuant to Section XIII of the Consent Decree (Dispute Resolution) with respect to such Findings or elements. The invocation of dispute resolution shall not relieve Tyson of its obligations under Section 6.1 of this Protocol with respect to any other Findings. Should the dispute be withdrawn or resolved informally or formally in favor of the United States, Tyson shall amend its response to the Audit report pursuant to Section 5.1 of this Protocol to include the disputed Findings. Should the dispute be resolved in favor of Tyson, no amendment shall be necessary. Neither Tyson's decision regarding dispute resolution nor its response to any Findings or other elements of any Audit report shall constitute an admission of any fact or liability.

Section 7. Quarterly Reports

7.1 Within 30 Days after the end of each full calendar-quarter (i.e., by April 30, July 30, October 30, and January 30) after the Effective Date of this Consent Decree, Tyson shall submit a quarterly report to EPA summarizing Tyson's progress towards completing its obligations under this Protocol. In particular, the quarterly report shall describe the following:

- The status of the Audits
- The status of the Audit reports
- The status of Tyson's responses to the Audit reports
- The status of any disputes regarding any Findings in any Audit reports
- The status of implementation of measures to correct Findings, including certification(s) regarding any Finding(s) for which corrective measure(s) have been completed during the calendar-quarter at issue, if not already reported to EPA under Section 6.2 of this Protocol.

The report shall also include a description of any non-compliance with this Protocol and a description of the violation's likely cause and any remedial steps taken, or to be taken, to prevent or minimize such violation.

7.2 The quarterly report shall be combined into one document with all other quarterly reports required under the Consent Decree.

Section 8. Completion of the Protocol

8.1 No separate notice of completion of this Protocol is required. Instead, Tyson will state its satisfaction of this Protocol as part of its Request for Termination of the Consent Decree pursuant to Section XX of the Consent Decree (Termination).

APPENDIX B

PROTOCOL FOR NON-DESTRUCTIVE TESTING OF PIPE THICKNESS

Section 1. Background and Purpose

1.1 As part of the settlement embodied in the Consent Decree, Tyson has agreed to perform non-destructive testing of certain piping used in its refrigeration systems at 23 Facilities in EPA Region VII that operate one or more covered processes (ammonia refrigeration equipment). This NDT Protocol governs the non-destructive testing program.

Section 2. Definitions

2.1 The terms used herein shall have the meaning set forth in Section IV of the Consent Decree unless otherwise specified below:

- “Audit” shall mean the third party audit specified in the Third Party Audit Protocol.
- “Auditor” shall mean the third party auditor specified in the Third Party Audit Protocol.
- “NDT Protocol” shall mean this Protocol for Non-Destructive Testing of Pipe Thickness.
- “Tyson” shall mean the Defendants.

Section 3. Covered Pipe

3.1 This NDT Protocol covers threaded piping connections less than two (2) inches in diameter because of their potential for failure as a result of human factors, possible excess force applied as a result of over-tightening, and wall thickness loss at the pipe ends due to threading of the pipe. Some of these connections have been identified as inadvertently including schedule 40 pipe nipples. Tyson uses threaded connection piping in four areas of its refrigeration systems:

- Oil pots (for oil drain piping);
- Safety relief valve connections;
- Service/gauge valve control stations; and
- Manual purge valves associated with condensers.

Section 4. Non-Destructive Testing Protocol

4.1 This NDT Protocol covers threaded pipes less than two (2) inches in diameter at all four categories of locations identified in Section 3.1 at all covered ammonia refrigeration processes at Tyson’s Facilities.

4.2 The non-destructive testing will be used to determine whether the covered piping is Schedule 40 or Schedule 80 pipe according to ANSI/ASME B31.5, Refrigeration Piping, ASME, New York, NY. If the pipe wall thickness is determined to be greater than the midway point between Schedule 40 and Schedule 80, the pipe is deemed to be Schedule 80 for purposes of this NDT Protocol.

4.3 The non-destructive testing will be undertaken by Tyson personnel using appropriate equipment or by a qualified consultant, at Tyson's election.

4.4 The non-destructive testing may also be used by Tyson for purposes of compliance with 40 C.F.R Part 68.

Section 5. Timeline for the Testing

5.1 Except for the first three Facilities tested, or as otherwise approved by EPA, non-destructive testing will be completed at each Facility at least 60 days prior to the commencement of the third party Audit so that the Auditor may assess compliance with this NDT Protocol as part of the Audit. However, the first three Facilities tested will be completed at least 20 days prior to the commencement of the third party Audit.

5.2 Tyson will prepare a report providing the results from the non-destructive testing at each Facility. The reports will be sent to EPA on a rolling basis within 60 days of the completion of the testing at each Facility (within 20 days for the first three Facilities tested) as provided in Section XVI of the Consent Decree (Notices), and Tyson will make the reports available to the third party Auditor. The reports will:

- Provide a summary of the testing, including the test procedures, the names of the test personnel, a list of the test equipment, the location of the testing, and dates of testing;
- Provide an itemized list of all pipe found to be Schedule 40 (within the meaning of Section 4.2) as a result of the testing; and
- Provide the results of the testing of each pipe tested.

Section 6. Corrective Measures

6.1 Tyson will replace any pipe found to be Schedule 40 (within the meaning of Section 4.2) with Schedule 80 pipe. Alternatively, Tyson may remove pipe found to be Schedule 40 (within the meaning of Section 4.2) from the process, if appropriate, or replace it with some other assembly that is in full compliance with applicable code requirements and 40 C.F.R. Part 68.

6.2 Except where additional time is requested and approved by EPA, all such corrective measures at each Facility will be completed within 150 days of completion of the testing at each Facility. Once Tyson has completed implementation of any corrective measure at any Facility, Tyson shall certify the completion of that work. Tyson shall do so either: (a) by including a certification in the next regularly-scheduled quarterly report required by Section 7.1

of this Protocol; or (b) prior to the next regularly-scheduled quarterly report, by submission of a certification to EPA.

Section 7. Quarterly Reports

7.1 Within 30 Days after the end of each full calendar-quarter (i.e., by April 30, July 30, October 30, and January 30) after the Effective Date of this Consent Decree, Tyson shall submit a quarterly report to EPA summarizing Tyson's progress towards completing its obligations under this NDT Protocol. In particular, the quarterly report shall describe the following:

- The status of the completion of non-destructive testing;
- The status of the submissions of the non-destructive reports; and
- The status of implementation of corrective measures.

The report shall also include a description of any non-compliance with this NDT Protocol and a description of the violation's likely cause and any remedial steps taken, or to be taken, to prevent or minimize such violation.

7.2 The quarterly report shall be combined into one document with all other quarterly reports required under the Consent Decree.

Section 8. Completion of the NDT Protocol

8.1 No separate notice of completion of this NDT Protocol is required. Instead, Tyson will state its satisfaction of this NDT Protocol as part of its Request for Termination of the Consent Decree pursuant to Section XIX of the Consent Decree (Termination).

APPENDIX C

PROTOCOL FOR SUPPLEMENTAL ENVIRONMENTAL PROJECT

Section 1. Background and Purpose

1.1 As part of the settlement embodied in the Consent Decree, Tyson has agreed to implement a Supplemental Environmental Project (“SEP”) to purchase emergency response equipment for emergency responders in certain communities in which Tyson operates facilities that are covered by the Consent Decree. This SEP Protocol, together with applicable requirements of the Consent Decree, govern the implementation of the SEP. The equipment to be purchased, listed on Attachment 1 hereto, is equipment that is relevant to responses to emergencies involving chemicals that are regulated pursuant to the Clean Air Act’s Risk Management Plan program and the regulations promulgated thereunder, 40 C.F.R. Part 68, including anhydrous ammonia.

Section 2. Definitions

2.1 The terms used herein shall have the meaning set forth in Section IV of the Consent Decree unless otherwise specified below:

- “SEP Completion Date” shall mean the day that is 180 days after the Effective Date of this Consent Decree, or any extended deadline approved by EPA pursuant to Section XII (Force Majeure) or XIX (Modifications) of the Consent Decree or imposed by the Court pursuant to Section XIII (Dispute Resolution).
- “SEP Protocol” shall mean this Protocol for Supplemental Environmental Project.
- “Tyson” shall mean the Defendants.

Section 3. Equipment Purchases

3.1 Tyson shall purchase and deliver, and/or shall ensure the purchase and delivery of, the equipment listed on Attachment 1 to the fire departments listed on Attachment 1. All such purchases and deliveries shall be completed by the SEP Completion Date.

Section 4. Quarterly Reports

4.1 Within 30 Days after the end of each full calendar-quarter (i.e., by April 30, July 30, October 30, and January 30) after the Effective Date of this Consent Decree, Tyson shall submit a quarterly report to EPA summarizing Tyson’s progress towards completing its obligations under this SEP Protocol. In particular, the quarterly report shall describe the following:

- The status of the completion of the equipment purchases and deliveries required in Section 3, including the date of order and delivery of such equipment;

- The actual cost of the equipment required by Section 3, including in comparison to the estimated cost set forth in Section 3; and
- Copies of invoices or other similar evidence of the actual cost of, and delivery, of the equipment required by Section 3 that was delivered during the calendar-quarter covered by the report.

The report shall also include a description of any non-compliance with this SEP Protocol and a description of the violation's likely cause and any remedial steps taken, or to be taken, to prevent or minimize such violation.

4.2 The quarterly report shall be combined into one document with all other quarterly reports required under the Consent Decree.

Section 5. SEP Completion Report

5.1 Tyson will prepare a SEP Completion Report as required by Paragraph 34 of the Consent Decree within 30 days of the SEP Completion Date.

Attachment 1 - EPA 114 Region 7 SEP - Fire Department Equipment Purchase

Fire Department	Item	Qty.	Price	Total	Total Per Dept.	Contact Name	Title	Contact Number	Vendor
Council Bluffs, IA	Haz-Mat / Utility Unit	1	\$ 77,000.00	\$ 77,000.00	\$ 78,990.40	Alan Byers	Fire Chief	402-290-3512	Toyne Mfg.
	Honeywell ECP/2 Ammonia Gas Detection Pkg.	1	\$ 1,990.40	\$ 1,990.40					Honeywell
Dexter, MO	Kappler Zytron 500 Level A Suits XL	4	\$ 566.42	\$ 2,265.68	\$ 25,795.44	Don Seymore	Fire Chief	573-820-0019	Hantover
	Kappler Zytron 500 Level A Suits XXL	2	\$ 623.05	\$ 1,246.10					Hantover
	Zytron 500 coverall with hood and booties Z5h426 Level B Suits 3/cs XL	2	\$ 326.63	\$ 653.26					Hantover
	Firefighter Protective Clothing - Jacket/Pants Set	10	\$ 1,494.00	\$ 14,940.00					Banner Fire Equipment
	Multi-Rae Gas Detector 4+PID with with with Auto-Rae 2 Cal Dock	1	\$ 4,700.00	\$ 4,700.00					Pine Environmental Services
	Honeywell ECP/2 Ammonia Gas Detection Pkg.	1	\$ 1,990.40	\$ 1,990.40					Honeywell
Monett, MO	Kappler Zytron 500 Level A Suits XL	4	\$ 566.42	\$ 2,265.68	\$ 26,855.44	Tom Jones	Fire Chief	417-235-7799	Hantover
	Kappler Zytron 500 Level A Suits XXL	2	\$ 623.05	\$ 1,246.10					Hantover
	Zytron 500 coverall with hood and booties Z5h426 Level B Suits 3/cs XL	2	\$ 326.63	\$ 653.26					Hantover
	Honeywell ECP/2 Ammonia Gas Detection Pkg.	1	\$ 1,990.40	\$ 1,990.40					Honeywell
	Multi-Rae Gas Detector 4+PID with with Auto-Rae 2 Cal Dock	1	\$ 4,700.00	\$ 4,700.00					Pine Environmental Services
	Firefighter Protective Clothing - Jacket/Pants Set	10	\$ 1,600.00	\$ 16,000.00					Leo M. Ellebracht; Therese 636-332-6985
Omaha, NE	Multi-Rae Gas Detector 4+PID with Auto-Rae 2 Cal Dock	2	\$ 4,700.00	\$ 9,400.00	\$ 17,934.38	Brad Hildebrandt	HM Coordinator	402-578-7039	Pine Environmental Services
	Kappler Zytron 500 Level A Suits Size XL	6	\$ 566.42	\$ 3,398.52					Hantover
	Kappler Zytron 500 Level A Suits Size XXL	4	\$ 623.05	\$ 2,492.20					Hantover
	Zytron 500 coverall with hood and booties Z5h426 Level B Suits 3/cs XL	2	\$ 326.63	\$ 653.26					
	Honeywell ECP/2 Ammonia Gas Detection Pkg.	1	\$ 1,990.40	\$ 1,990.40					Honeywell
Noel, MO	Firefighter Protective Clothing Ensemble w/ gloves, hood, helmets, boots	18	\$ 1,990.50	\$ 35,829.00	\$ 35,829.00	Brandon Barrett	Fire Chief	417-438-5397	MES - Kyle 660-281-3073
Perry, IA	Scott AP 75 Air Pak 4500psi with carbon bottle, mask and spare cylinder	11	\$ 5,333.33	\$ 58,666.63	\$ 72,156.63	Chris Heinz	Fire Chief	515-208-3514	MES - Shelly Mehl 402-957-6326
	Bauer Legacy 13 Air Compressor 6,000psi	1	\$ 13,490.00	\$ 13,490.00					August Industries or MES
Lexington, NE	MSA FireHawk M7 2216 SCBA, airframe harness, double pull w/ chest strap, swivel lumbar pad, L-30 carbon stealth cylinder, CBRN STC regulator, medium facepiece w/ medium noseclip, speed-on harness w/ neck strap, clear command amp, PASS device w/ heat and motion, heads up display, no case plus spare MSA STEALTH 30 CYLINDER Item # MSABM7LD13AOC14CAAO (for Air Pack) Item # MSA807586 (for spare bottle)	5	\$ 5,171.69	\$ 25,858.45	\$ 25,858.45	Dallas Holbein	Fire Chief	308-325-2737	Fireguard
Dakota City, NE	20' Enclosed Trailer for housing HM Decon Response Equipment	1	\$ 8,628.00	\$ 8,628.00	\$ 16,630.08	Clint Rasmussen	Fire Chief	712-389-5003	Marx Trailers; Sioux City, IA
	Bata HazMax Boots Sizes 9, 10, 11, 12, 13 (three pairs each) One size 14	16	\$ 60.13	\$ 962.08					Hantover
	Motorola HT-1250 VHF Radios with Impres Batteries/Microphones/Impres Spare Batteries (Packaged Set includes programming)	6	\$ 1,010.00	\$ 6,060.00					Electronic Engineering; Sioux City, IA
	Motorola 6-bank Impres Multi-unit charger	2	\$ 490.00	\$ 980.00					Electronic Engineering; Sioux City, IA
				Total	\$ 300,049.82	\$ 300,049.82			