

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

UNITED STATES OF AMERICA	)	
And the STATE OF MISSOURI,	)	
	)	Case No. <u>1:24-cv-00139</u>
Plaintiffs,	)	
	)	CONSENT DECREE
v.	)	
	)	
BP AMERICA INC., and	)	
THE STANDARD OIL COMPANY (OHIO),	)	
	)	
Settling Defendants.	)	
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I. INTRODUCTION

The United States of America, on behalf of the United States Department of the Interior, Fish and Wildlife Service, and the United States Department of Agriculture, Forest Service (collectively the “United States”), and the State of Missouri, at the relation of Attorney General Andrew Bailey and the Missouri Department of Natural Resources (the “State” or “State of Missouri”), (collectively, “Plaintiffs”), and defendants BP America Inc. (“BP America”) and The Standard Oil Company (Ohio) (“SOHIO”, and collectively with BP America, “Settling Defendants”) hereby enter into this Consent Decree.

The purpose of this Consent Decree, as described herein, is to resolve Plaintiffs’ claims against Settling Defendants under Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. § 9607; Section 311 of the Clean Water Act, 33 U.S.C. § 1321; and Section 644.096, RSMo, of the Missouri Clean Water Law for the recovery of natural resource damages allegedly resulting from release(s) and threat(s) of releases of hazardous substances at and from the Sweetwater Mine

and Mill Complex (the “Site”) in the Viburnum Trend in Southeast Missouri.

## II. RECITALS

A. The United States Department of the Interior, the United States Department of Agriculture, and the Missouri Department of Natural Resources on behalf of the State of Missouri (the “Trustees”) under the authority of CERCLA, 42 U.S.C. § 9601, *et seq.* and 40 C.F.R. Part 300, subpart G, serve as trustees for natural resources for the assessment and recovery of damages for injury to, destruction of, or loss of natural resources, including their supporting ecosystems, that belong to, are managed by, controlled by, or appertain to the U.S. Department of Interior (“USDOI”), the U.S. Department of Agriculture (“USDA”), or the State of Missouri.

B. The Trustees allege that hazardous substances, including but not limited to mining-related metals, have been released into the environment at and from the Site by, among other mechanisms: releases at and from mine and mill facilities, equipment, and property, including tailings impoundments, and spills, disposals, and other releases from transportation of materials, such as on haul roads or pipelines, to adjacent and surrounding lands, streams, and riparian areas.

C. The Trustees also allege that Natural Resources, and supporting ecosystems under the Trustees’ jurisdictions, have been injured by these and similar releases; that data sufficient to pursue a natural resource damage assessment are available or could likely be obtained at reasonable cost; and that, without further action, implemented and planned response actions are unlikely to adequately address the resource injuries. The Trustees have notified representatives of known potentially responsible parties at the Site of their intent to conduct a natural resource damage assessment.

D. The Trustees have also gathered data and completed studies to assess injuries to

natural resources at and near the Site and have undertaken other studies to assess impacts of contaminants on vegetation, riparian and stream sediments, aquatic organisms, and avian species around the Site. Based on this research and information, the Plaintiffs and Settling Defendants (the “Parties”) agree that no further natural resource damage assessment is required to effectuate the purposes of this Consent Decree. Although the Trustees have initiated but not yet completed a natural resource damage assessment for the Site, the Trustees have developed and analyzed information sufficient to support a settlement that is fair, reasonable and in the public interest.

E. Plaintiffs have filed a Complaint in this action alleging that Settling Defendants are liable under Section 107 of CERCLA, 42 U.S.C. § 9607; Section 311 of the Clean Water Act, 33 U.S.C. § 1321; and Section 644.096, RSMo, of the Missouri Clean Water Law, for damages for injury to, destruction of, and loss of natural resources and their services resulting from releases and threatened releases of hazardous substances at or from the Site, including the costs of assessing the damages. The Settling Defendants deny the allegations in the Complaint and do not admit any liability to Plaintiffs arising out of the transactions or occurrences alleged in the Complaint and the matters alleged in this Consent Decree.

F. Settling Defendant SOHIO is a wholly-owned subsidiary of Settling Defendant BP America. The Plaintiffs allege that Settling Defendants are liable either as alleged successors to The Kennecott Corporation (later known as Industrial Holdings Corporation) and Ozark Lead Company of Missouri, which are dissolved or no longer exist, or as persons that owned and/or operated the Site through these entities at the time of disposals there.

G. Plaintiffs and Settling Defendants agree, and this Court by entering this Decree finds, that this Decree has been negotiated by the Parties in good faith; that settlement of this matter will avoid prolonged and complicated litigation between the Parties; and that this Decree

is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED,  
ADJUDGED, AND DECREED:

III. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1345 and 1367, 42 U.S.C. §§ 9607 and 9613(b), and 33 U.S.C. § 2717(b). The Court has personal jurisdiction over the Settling Defendants. Solely for the purposes of this Decree and the underlying Complaint, Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. The Settling Defendants may not challenge the terms of this Decree or this Court's jurisdiction to enter and enforce this Decree.

IV. PARTIES BOUND

2. This Decree is binding upon the United States and the State of Missouri, and upon Settling Defendants and their successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to any transfer of assets or real or personal property, will in no way alter the status or responsibilities of Settling Defendants under this Decree. Where this Consent Decree imposes an obligation on the Settling Defendants, the liability to fulfill that obligation is joint and several. Notwithstanding the foregoing, the United States acknowledges that Settling Defendant BP America intends to undertake all such obligations on behalf of both Settling Defendants. In its enforcement discretion, the United States will initially seek performance of, and stipulated penalties for noncompliance with, such obligations only from Settling Defendant BP America.

V. DEFINITIONS

3. Unless otherwise expressly provided, terms used in this Decree that are defined in CERCLA or in regulations promulgated under CERCLA have the meanings assigned to them in CERCLA or in such regulations. Whenever the terms listed below are used in this Decree or in any attached appendix, the following definitions will apply:

a. “CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U S C. § 9601, *et seq.*

b. “Consent Decree” or “Decree” means this Consent Decree and all attached appendices. In the event of a conflict between this Consent Decree and any Appendix, the Consent Decree will control.

c. “Date of Lodging” means the date upon which a Notice of Lodging of this Consent Decree is recorded on the Court’s docket.

d. “Day” means a calendar day. In computing any period of time under this Consent Decree, where the last day falls on a Saturday, Sunday, or Federal or State holiday, the period of time will run until the close of business of the next working day. “Working day” means a day other than a Saturday, Sunday, or Federal or State holiday.

e. “Settling Defendants” means BP America and SOHIO.

f. “Effective Date” means the date upon which the approval of this Consent Decree is recorded on the Court’s docket.

g. “Federal Trustees” means the United States Department of the Interior, acting through the Fish and Wildlife Service, and the United States Department of Agriculture, acting through the Forest Service.

h. “Interest” means the rate specified for interest on investments of the EPA Hazardous Substances Superfund, compounded annually on October 1 of each year, in

accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

i. “Natural Resources” means that definition as provided in 42 U.S.C. § 9601(16).

j. “Natural Resource Damages” means damages, including costs of damage assessment, recoverable under Section 107 of CERCLA, 42 U.S.C. § 9607, Section 311 of the Clean Water Act, 33 U.S.C. § 1321, and Mo. Rev. Stat. § 644.096 of the Missouri Clean Water Law, for injury to, destruction of, or loss of natural resources and natural resource services resulting from releases of hazardous substances at or from the Site.

k. “NRDAR Fund” means USDOJ’s Natural Resource Damage Assessment and Restoration Fund.

l. “Parties” mean the Plaintiffs and Settling Defendants, collectively.

m. “Plaintiffs” means the United States and the State of Missouri at the relation of Attorney General Andrew Bailey and the Missouri Department of Natural Resources.

n. “State of Missouri” or “State” means the State of Missouri, including all of its departments, agencies, and instrumentalities.

o. “State Trustee” means the state of Missouri, acting through the Missouri Department of Natural Resources.

p. “Sweetwater Mine and Mill Complex” or “the Site” means the Sweetwater Mine and Mill facility located in Reynolds County, Missouri, as generally depicted on Appendix A, and anywhere hazardous substances released at or from, or during transportation to or from, this facility has come to be located, including but not limited to Adair Creek, Logan Creek, and Sweetwater Creek.

q. “Trustees” means, collectively, the Federal Trustees and the State Trustee.

r. “United States” means the United States, including all of its departments, agencies, and instrumentalities.

#### VI. GENERAL PROVISIONS

4. The Complaint states claims upon which relief may be granted.

5. Nothing in this Consent Decree shall be construed as an admission of liability by the Settling Defendants for any claims or allegations made in the Complaint or in this Consent Decree.

#### VII. PAYMENT OF NATURAL RESOURCE DAMAGES

6. Within 30 days of entry of this Decree, Settling Defendants shall pay the sum of \$1,050,000, plus Interest running from the date this Consent Decree is lodged with the Court, for Natural Resource Damages to the Trustees, as follows:

a. USDOJ Past Assessment Costs. Settling Defendants shall pay to the United States, as reimbursement for past assessment costs incurred by the U.S. Department of the Interior, the sum of \$110,615 plus Interest running from the Date of Lodging. Subject to the deduction required by the 1994 CJS Appropriations Act, the total amount paid by Settling Defendant pursuant to this Paragraph shall be deposited in the NRDAR Fund to be applied toward NRD assessment costs incurred by USDOJ.

b. USDA Past Assessment Costs. Settling Defendants shall pay to the United States, as reimbursement for past assessment costs incurred by the U.S. Department of Agriculture, Forest Service, the sum of \$62,220 plus Interest running from the Date of Lodging. Subject to the deduction required by the 1994 CJS Appropriations Act, the total amount paid by Settling Defendant pursuant to this Paragraph will be applied toward NRD assessment costs

incurred by USDA.

c. Missouri Past Assessment Costs. Settling Defendants shall pay to the State of Missouri directed to the Missouri Department of Natural Resources, as reimbursement for past assessment costs incurred by the Missouri Department of Natural Resources, the sum of \$37,165 plus Interest running from the Date of Lodging. This Payment to the State of Missouri shall be made by Automated Clearing House (ACH) Transfer to the State of Missouri Department of Natural Resources in accordance with current ACH procedures with “Sweetwater Mine and Mill Assessment Costs” noted in the addendum information. Payment shall be made in the amount indicated to:

Trustee: State of Missouri  
Amount: \$37,165  
Payee: Missouri Department of Natural Resources  
Routing & Transit Number: 086507174  
Account Number: 7800090  
Bank Name: Office of MO State Treasurer (Processing through Central Bank)  
Bank Address: P O Box 210  
City/State/Zip: Jefferson City, MO 65102

d. Restoration Costs. Settling Defendants shall pay \$840,000, plus Interest running from the Date of Lodging, to the United States as a joint recovery on behalf of the Federal Trustees and the State Trustee as provided in this Paragraph. The total amount paid shall be deposited into a segregated, case-specific sub-account within the NRDAR Fund to be managed for the joint benefit and use of the Federal Trustees and the State Trustee for restoration, replacement, rehabilitation, and/or acquisition of the equivalent of Natural Resources and their services injured by the release of hazardous substances and the Trustees’ future costs for restoration planning, and oversight of restoration project implementation and monitoring.

7. Payment Instructions for Payments to the Federal Government. Payments required under Paragraphs 6(a), (b), and (d) shall be made by FedWire Electronic Funds Transfer



(“EFT”) in accordance with instructions to be provided to Settling Defendants by the Financial Litigation Unit of the U.S. Attorney’s Office, Eastern District of Missouri. Any payments received by the Department of Justice after 4:00 p.m. Eastern Standard Time shall be credited on the next business day. Settling Defendants shall provide at least five days’ notice to the Financial Litigation Unit before making the transfer. Settling Defendants’ payment shall reference “Sweetwater Mine and Mill Natural Resource Damages Account.” At the time of payment Settling Defendants will send notice that payment has been made to the Trustees and the U.S. Department of Justice (“DOJ”) in accordance with Section XIII (Notices and Submissions). Such notice will reference the Sweetwater Mine and Mill NRDA, DOJ case number 90-11-3-09424/4, and the civil action number of this civil action.

VIII. FAILURE TO MAKE TIMELY PAYMENT

8. a. Stipulated Penalties. If any payment required by Paragraph 6 is not made by the required due date, Settling Defendants shall pay, in addition to the Interest accrued under the preceding subparagraph, stipulated penalties in the following amounts for each additional day the payment remains unpaid:

<u>Daily Penalty</u>	<u>Period of Non-Payment</u>
\$300	1 <sup>st</sup> through 14 <sup>th</sup> Day
\$750	15 <sup>th</sup> through 30 <sup>th</sup> Day
\$1,000	31 <sup>st</sup> Day and Beyond

b. Stipulated penalties are due and payable to the United States and the State equally (50% each) within 30 days of the date of the demand for payment of the penalties by any Trustee(s). Payment to the United States shall be payable to the United States Treasury in accordance with the procedures described in Paragraph 7 above. Payments to the State shall be made in accordance with the procedures described in Paragraph 6.c above. The Trustee(s)

making demand for payment of stipulated penalties shall simultaneously send a copy of the demand to the other Trustee(s). Stipulated penalties shall accrue as provided in this Section regardless of whether the Trustees have notified Settling Defendants of the violation or made a demand for payment, but stipulated penalties need only be paid upon demand.

c. Enforcement Costs. If any Plaintiff brings an action to enforce this Consent Decree, Settling Defendants will reimburse Plaintiff(s) for the reasonable costs of such action, including but not limited to costs of attorney time.

d. Additional Interest on Late Payments. If Settling Defendants fail to make the payments required by Paragraph 6 or a stipulated penalty payment required by Paragraph 8 by the required due date, Interest will accrue, or continue to accrue, on the unpaid balance beginning on the applicable due date through the date on which payment is made. Any Interest payments under this Paragraph shall be paid in the same manner as the overdue principal amount and shall be directed to the same account as the overdue principal amount.

e. Nothing in this Paragraph shall be construed to limit the United States or the State from seeking any remedy otherwise provided by law for Settling Defendants' failure to comply with any requirement of this Consent Decree.

#### IX. COVENANT NOT TO SUE BY PLAINTIFFS

9. Except as specifically provided in Section X (Reservations of Rights) below, Plaintiffs covenant not to sue or to take administrative action against Settling Defendants pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a); Section 311 of the Clean Water Act, 33 U.S.C. § 1321; and Section 644.096, RSMo, of the Missouri Clean Water Law to recover Natural Resource Damages. This covenant not to sue will take effect upon receipt by all Trustees of the payments required by Paragraph 6, and is conditioned upon the satisfactory performance

by Settling Defendants of all payment and notice obligations under this Decree. This covenant not to sue extends only to Settling Defendants and their successors and assigns, and does not extend to any other person.

X. RESERVATIONS OF RIGHTS

10. General Reservations. Plaintiffs reserve, and this Decree is without prejudice to, all rights against Settling Defendants with respect to all matters not expressly included within the Covenant Not to Sue by Plaintiffs in Paragraph 9. Notwithstanding any other provision of this Decree, Plaintiffs reserve, and this Decree is without prejudice to, all rights against Settling Defendants with respect to:

- a. Claims based on a failure by Settling Defendants to meet a requirement of this Decree;
- b. Liability for costs incurred or to be incurred by the Plaintiffs that are not within the definition of Natural Resource Damages, including but not limited to liability for response costs under Section 107 of CERCLA, 42 U.S.C. §9607;
- c. Criminal liability to the United States or State;
- d. Liability for injury to, destruction of, or loss of natural resources resulting from releases or threatened releases of hazardous substances outside the Site.
- e. Liability arising from any release(s) or threat(s) of release of hazardous substances at the Site by Settling Defendants after the Date of Lodging.

11. Special Reservations Regarding Natural Resource Damages. Notwithstanding any other provision of this Consent Decree, each Plaintiff reserves, and this Consent Decree is without prejudice to, the right to institute proceedings against the Settling Defendants in this action or in a new action seeking recovery of Natural Resource Damages, based on conditions or

information with respect to the Site, unknown to the Trustee(s) on whose behalf such proceedings are instituted as of the Date of Lodging, that indicates that there is injury to, destruction of, or loss of natural resources and their services of a type unknown, or of a magnitude significantly greater than was known to such Trustee(s), as of the Date of Lodging, which is attributable to the Settling Defendants. For purposes of this Paragraph, information and conditions known to a Trustee as of the Date of Lodging relating to the Site shall include only the information and conditions set forth in such Trustee's files for the Site as of the Date of Lodging.

XI. COVENANT NOT TO SUE BY DEFENDANTS

12. Settling Defendants covenant not to sue and agrees not to assert any claims or causes of action against the United States and the State or their contractors or employees, for any civil claims or causes of action relating to Natural Resource Damages, including but not limited to any claim against the United States and the State of Missouri pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. Sections 9607 and 9613, Section 311 of the Clean Water Act, 33 U.S.C. § 1321, Mo. Rev. Stat. § 644.096 of the Missouri Clean Water Law, and common law. Except as provided in Paragraph 16, this covenant not to sue shall not apply in the event that the Trustees bring causes of action or issue orders pursuant to the reservation set forth in Paragraph 10(c), (d), or (e), but only to the extent that Settling Defendants' claims or causes of action arise from the same claim or cause of action brought or order issued by the Plaintiffs pursuant to the applicable reservation.

XII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

13. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Each of the Parties

expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action they each may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

14. The Parties agree, and by entering this Consent Decree this Court finds, that the Settling Defendants are entitled, as of the effective date of this Consent Decree, to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2) for Natural Resource Damages, and as provided by RSMo § 537.060 for Natural Resource Damages.

15. Settling Defendants agree that they will notify the Plaintiffs in writing no later than 60 days before bringing a suit or claim for contribution for Natural Resource Damages. Settling Defendants also agree that they will notify the Plaintiffs in writing within 10 days of service of a complaint or claim upon it relating to a suit or claim for contribution for Natural Resource Damages. In addition, Settling Defendants will notify the Plaintiffs within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial for matters related to this Decree.

16. In any subsequent administrative or judicial proceeding initiated by the Plaintiffs for injunctive relief, recovery of response costs, or other appropriate relief other than Natural Resource Damages, Settling 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-splitting, or other defenses based upon any contention that the claims raised by the Plaintiffs in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue set forth in Paragraph 9.

XIII. NOTICES AND SUBMISSIONS

17. Whenever notice is required to be given or a document is required to be sent by one Party to another under the terms of this Decree, it will be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified constitutes complete satisfaction of any written notice requirement of the Decree for Plaintiffs and Settling Defendants.

**As to the United States:**

Chief, Environmental Enforcement Section Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611  
(DJ # 90-11-3-09424/4)  
[ENRD-EESCCaseManagement@ENRD.USDOJ.GOV](mailto:ENRD-EESCCaseManagement@ENRD.USDOJ.GOV)

**As to the United States Department of the Interior:**

Genette Gaffney  
Office of the Solicitor - U.S. Dept. of the Interior Environmental Restoration Branch/NRD  
1849 C St NW, MS 6316  
Washington, DC 20240  
[genette.gaffney@sol.doi.gov](mailto:genette.gaffney@sol.doi.gov)

**As to the United States Department of Agriculture:**

Ron McClain  
USDA, Office of the General Counsel  
Room 2019 South Building  
1400 Independence Avenue, S.W.  
Washington, D.C. 20250  
[Ronald.McClain@usda.gov](mailto:Ronald.McClain@usda.gov)

**As to the State:**

Timothy P. Duggan  
Assistant Attorney General  
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Justin Buckler  
Director – Environmental Remediation Program  
Missouri Department of Natural Resources  
P.O. Box 176  
Jefferson City, MO 6510-0176  
[Justin.Buckler@dnr.mo.gov](mailto:Justin.Buckler@dnr.mo.gov)

**As to Settling Defendant BP America and Settling  
Defendant SOHIO**

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Denver, CO 80202  
[cstewart@hollandhart.com](mailto:cstewart@hollandhart.com)  
[jsbender@hollandhart.com](mailto:jsbender@hollandhart.com)

XIV. RETENTION OF JURISDICTION

18. This Court will retain jurisdiction over this matter for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Section XVIII, or otherwise interpreting and enforcing the terms of this Decree.

XV. INTEGRATION/APPENDICES

19. This Decree constitutes the final, complete, and exclusive agreement and understanding with respect to the settlement embodied in this Decree. This Consent Decree incorporates and includes Appendix A (Map Depicting Sweetwater Mine and Mill Complex). The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Decree.

XVI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

20. This Decree will be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Decree disclose facts or considerations that indicate this Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Decree without further notice.

21. If for any reason this Court declines to approve this Decree in the form presented, this agreement may be voided at the sole discretion of any Party, and the terms of the agreement may not be used as evidence in any litigation or administrative action between the Parties.

XVII. SIGNATORIES/SERVICE

22. Each undersigned representative of the United States, the State of Missouri, and each Settling Defendant certifies that he or she is authorized to enter into the terms and conditions of this Decree and to execute and bind legally the Party that he or she represents to this document.

23. Settling Defendants agrees not to oppose entry of this Decree by the Court or to challenge any provision of this Decree unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Decree.

24. The Settling Defendants will identify on the attached signature page the name and address of an agent who is authorized to accept service of process by mail on behalf of it with respect to all matters relating to this Decree. Settling Defendants agree to accept service in that manner 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.



XVIII. MODIFICATION

25. Any and all material modifications to this Consent Decree shall be in writing, signed by the Parties, and shall be effective upon approval by the Court. All other modifications to this Consent Decree shall be in writing and shall be effective when signed by duly authorized representatives of the Plaintiffs and Settling Defendants.

XXII. FINAL JUDGMENT

26. Upon approval and entry of this Decree by the Court, this Decree will constitute the final judgment between and among the United States, the State, and Settling Defendants. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS \_\_\_ DAY OF \_\_\_\_\_ 2024.


\_\_\_\_\_  
United States District Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree in *United States and State of Missouri v. BP America Inc. and Standard Oil Company of Ohio* (E.D. Mo.):

FOR THE UNITED STATES OF AMERICA

TODD KIM  
Assistant Attorney General  
Environment and Natural Resources Division

Date: 07/22/2024

  
\_\_\_\_\_  
ERIC D. ALBERT  
Senior Attorney  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
Washington, DC 20044-7611  
(202) 514-2800  
Eric.albert@usdoj.gov

FOR THE STATE OF MISSOURI:

ANDREW BAILEY  
Attorney General

Date: 6/18/2024



TIMOTHY P. DUGGAN  
Assistant Attorney General  
P.O. Box 899  
Jefferson City, MO 65102  
(573) 751-9802  
Tim.Duggan@ago.mo.gov

Date : \_\_\_\_\_

\_\_\_\_\_  
DRU BUNTIN  
Director  
Missouri Department of Natural Resources  
P.O. Box 176  
Jefferson City, MO 65102


FOR THE STATE OF MISSOURI:

ANDREW BAILEY  
Attorney General

Date: \_\_\_\_\_

\_\_\_\_\_  
TIMOTHY P. DUGGAN  
Assistant Attorney General  
P.O. Box 899  
Jefferson City, MO 65102  
(573) 751-9802  
Tim.Duggan@ago.mo.gov

Date : 06/21/2024

  
\_\_\_\_\_  
KYRA MOORE  
Director, Division of Environmental Quality  
Missouri Department of Natural Resources  
P.O. Box 176  
Jefferson City, MO 65102

FOR BP AMERICA INC.:

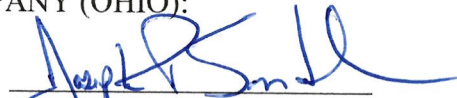
Date: 6/11/2024

A handwritten signature in black ink, appearing to read 'Triscilla Taylor', with a long horizontal flourish extending to the right.

TRISCILLA TAYLOR  
General Counsel  
bp America  
30 S. Wacker, 8S  
Chicago, IL 60606

FOR THE STANDARD OIL COMPANY (OHIO):

Date: 05 JUNE 2024



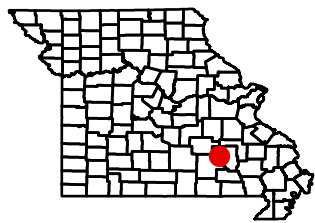
Joseph P. Sontchi

Vice President

The Standard Oil Company (Ohio)

501 Westlake Park Boulevard

Houston, TX 77079



# Sweetwater Mine & Mill Complex

Esri Community Maps Contributors, Esri, TomTom, Garmin, Foursquare,  
GeoTechnologies, Inc, METI/NASA, USGS, State of Missouri, Maxar

2024

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere

