

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

UNITED STATES OF AMERICA,)

Plaintiff,)

and the STATE of ALABAMA, the STATE)

of ILLINOIS, the STATE of IOWA,)

the STATE of KANSAS, the STATE of)

MICHIGAN, the STATE of MISSOURI,)

the STATE of NEW YORK, the STATE)

of OHIO, the COMMONWEALTH)

of PENNSYLVANIA DEPARTMENT)

OF ENVIRONMENTAL PROTECTION,)

the STATE of SOUTH CAROLINA)

DEPARTMENT OF HEALTH AND)

ENVIRONMENTAL CONTROL,)

the WASHINGTON STATE)

DEPARTMENT OF ECOLOGY,)

the OKLAHOMA DEPARTMENT OF)

ENVIRONMENTAL QUALITY, and)

the PUGET SOUND CLEAN AIR AGENCY,)

Civil Action No. 3:10-cv-44

Plaintiff-Intervenors,)

v.)

LAFARGE NORTH AMERICA, INC.,)

LAFARGE MIDWEST, INC., and)

LAFARGE BUILDING MATERIALS, INC.,)

and)

ARGOS USA CORP. and)

ARGOS CEMENT LLC,)

Defendants.

**NOTICE OF LODGING OF
PROPOSED THIRD AMENDMENT TO THE CONSENT DECREE**

Plaintiff, the United States of America, hereby lodges with the Court the attached proposed Third Amendment to the Consent Decree and respectfully states as follows:

1. On March 18, 2010 the Court, following public notice and opportunity for public comment, entered a Consent Decree (Doc. 45) resolving certain violations of the federal Clean Air Act, 42 U.S.C. 7401 *et seq.* by Lafarge North America, Lafarge Building Materials, and Lafarge Midwest (collectively, the “Lafarge Companies”) alleged by Plaintiff United States and Plaintiff-Intervenors the State of Alabama, the State of Illinois, the State of Iowa, the State of Kansas, the State of Michigan, the State of Missouri, the State of New York, the State of Ohio, the Commonwealth of Pennsylvania Department of Environmental Protection, the South Carolina Department of Health and Environmental Control, the Washington State Department of Ecology, the Oklahoma Department of Environmental Quality, and the Puget Sound Clean Air Agency (collectively, “State Plaintiffs”);

2. Upon the unopposed motion of the United States, the Court amended the Consent Decree on April 28, 2011 (Doc. 50) (“First Amendment”) and on October 4, 2012 (Doc. 59) (“Second Amendment”);

3. Pursuant to Paragraph 158 of the Consent Decree, modifications to the Consent Decree may be made by “written agreement signed by any Affected State(s), the United States, and the Lafarge Companies.” (Doc. 45, ¶ 158).

4. The proposed Third Amendment affects only one of the thirteen cement plants addressed in the Consent Decree: the Ravena, New York cement plant.

5. The United States, the State of New York, and the Lafarge Companies have agreed to amend the Consent Decree to provide the Lafarge Companies with an extension of time of until July 1, 2016 to complete construction of a replacement kiln at the Ravena facility in

return for commitments by the Lafarge Companies set forth in the Third Amendment to the Consent Decree. In general, those commitments by the Lafarge Companies are that beginning on January 1, 2013, the Lafarge Companies shall comply with stringent emission caps, specified herein, for sulfur dioxide and nitrogen oxides from the Ravenna facility, and further that the Lafarge Companies shall fund emission reduction projects.

6. At this time, the United States respectfully requests that the Court take no action on the proposed Third Amendment to the Consent Decree. Notice of lodging of the proposed Third Amendment to Consent Decree will be published in the federal register. For 30 days thereafter, the United States will accept public comments regarding the proposed Third Amendment to Consent Decree, in accordance with 28 C.F.R. § 50.7. After the conclusion of the public comment period, the United States will file with the Court any comments received (as well as any responses to the comments) and at that time, if appropriate, will request that the Court approve the proposed Third Amendment to the Consent Decree.

7. A copy of the Third Amendment to the Consent Decree is attached to this notice.

Dated this 23rd Day of July, 2013.

Respectfully Submitted

ROBERT G. DREHER
Acting Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice

s/Andrew C. Hanson
ANDREW C. HANSON
Trial Attorney
Environmental Enforcement Section
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CERTIFICATE OF SERVICE

I certify that on July 23, 2013, I electronically filed the foregoing with the Clerk of the Court using the ECF system, which will send notification of such filing to all counsel of record electronically registered.

s/Andrew C. Hanson
ANDREW C. HANSON
Trial Attorney
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UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

UNITED STATES OF AMERICA,)

Plaintiff,)

and the STATE of ALABAMA, the STATE)

of ILLINOIS, the STATE of IOWA,)

the STATE of KANSAS, the STATE of)

MICHIGAN, the STATE of MISSOURI,)

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OF ENVIRONMENTAL PROTECTION,)

the STATE of SOUTH CAROLINA)

DEPARTMENT OF HEALTH AND)

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DEPARTMENT OF ECOLOGY,)

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v.)

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and)

ARGOS USA CORP. and)

ARGOS CEMENT LLC,)

Defendants.

THIRD AMENDMENT TO CONSENT DECREE

WHEREAS, on March 18, 2010 the Court, following public notice and opportunity for public comment, entered a Consent Decree (Doc. 45) resolving certain violations of the federal Clean Air Act, 42 U.S.C. 7401 *et seq.* by Lafarge North America, Lafarge Building Materials, and Lafarge Midwest (collectively, the “Lafarge Companies”) alleged by the Plaintiff United States and Plaintiff-Intervenors the State of Alabama, the State of Illinois, the State of Iowa, the State of Kansas, the State of Michigan, the State of Missouri, the State of New York, the State of Ohio, the Commonwealth of Pennsylvania Department of Environmental Protection, the South Carolina Department of Health and Environmental Control, the Washington State Department of Ecology, the Oklahoma Department of Environmental Quality, and the Puget Sound Clean Air Agency (collectively, “State Plaintiffs”);

WHEREAS, the Lafarge Companies deny the allegations of the Complaint of the United States and the Complaint in Intervention of the State Plaintiffs and do not admit that they have any liability to the United States or the State Plaintiffs for civil penalties or injunctive relief arising out of the transactions and occurrences alleged in the Complaint or Complaint in Intervention;

WHEREAS, upon the unopposed motion of the United States, the Court amended the Consent Decree on April 28, 2011 (Doc. 50) (“First Amendment”) and on October 4, 2012 (Doc. 59) (“Second Amendment”);

WHEREAS, this Third Amendment to the Consent Decree amends provisions related to the Ravena, New York Cement Plant;

WHEREAS, the State of New York is an “Affected State” within the meaning of Paragraph 7.c. of the Consent Decree;

WHEREAS, the United States, the State of New York, and the Lafarge Companies have agreed to amend the Consent Decree to provide the Lafarge Companies with an extension of time of until July 1, 2016 to complete construction of a replacement kiln at the Ravenna facility in return for commitments by the Lafarge Companies set forth in this Third Amendment to the Consent Decree;

WHEREAS, in general those commitments by the Lafarge Companies are that beginning on January 1, 2013, the Lafarge Companies shall comply with stringent emission caps, specified herein, for sulfur dioxide (“SO₂”) and nitrogen oxides (“NO_x”) from the Ravenna facility, and further that the Lafarge Companies shall fund emission reduction projects;

WHEREAS, the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice, each undersigned representative of the Lafarge Companies, and each undersigned representative of the State of New York certify that he or she is fully authorized to enter into the terms and conditions of this Third Amendment and to execute and legally bind the Party he or she represents to this document;

WHEREAS, Paragraph 158 of the Consent Decree (Doc. 45) requires that this amendment be approved by the Court before it is effective;

NOW THEREFORE, the United States, the Lafarge Companies, and the State of New York agree that, upon approval of this Third Amendment to the Consent Decree by the Court, the Consent Decree shall thereby be amended as follows:

1. Nothing in this Third Amendment to the Consent Decree affects the provisions of the Consent Decree that do not relate to the Ravenna Cement Plant.

A. Section III: Definitions

2. Terms used in this Third Amendment that are defined in the Act or in regulations promulgated by U.S. EPA pursuant to the Act shall have the meanings assigned to them in the Act or such regulations, unless otherwise provided in this Third Amendment or the Consent Decree. Whenever the terms set forth below are used in this Third Amendment, the following definitions shall apply:

- a. "Complete Construction" when used in reference to Replacement Kiln(s) at the Ravenna Facility shall mean the erection or installation in place of the principal structural and mechanical elements of a preheater/precalciner kiln system, including the preheater/precalciner tower, the kiln and kiln drives, in-line mills, air pollution control devices, and stack.
- b. "Continuous Construction" when used in reference to Replacement Kiln(s) in the Consent Decree and any appendix thereto shall be determined in accordance with the terms of 6 NYCRR 231-3.7 and 40 C.F.R. § 52.21(r)(2).
- c. "Facility-Wide Total Mass Emissions Cap" shall mean, with respect to the Ravenna Cement Plant, the maximum amount of a specified air pollutant from such Kiln or Kilns expressed as tons of such air pollutant emitted from January 1, 2013 to June 30, 2016. Compliance with a Facility-Wide Total Mass Emissions Cap shall be determined in accordance with the following procedure: sum the total tons of the air pollutant in question emitted from the Kilns at the Ravenna Cement Plant beginning on the first day of the specified period and ending on the last day of the specified period as measured pursuant to Section V.B. (NO_x Continuous Emission Monitoring Systems) or Section VI.B. (SO₂ Continuous Emission

Monitoring Systems). The total tons of such air pollutant emitted from the Kiln or Kilns shall include all emissions of that air pollutant during each Startup, Shutdown or Malfunction that occurs during the specified period.

B. Section V: NO_x Control Technology, Emission Limits, Tonnage Limits, and Monitoring Requirements

3. Paragraph 17 of the Consent Decree shall be replaced with the following paragraph: “By October 1, 2012 and continuing thereafter, the Lafarge Companies shall achieve and maintain compliance with an interim Facility-Wide 12-Month Rolling Tonnage Limit for NO_x of 3,750 tons. In addition, for the period beginning January 1, 2013 and ending June 30, 2016, the Lafarge Companies shall achieve and maintain compliance with a Facility-Wide Total Mass Emissions Cap for NO_x of 10,650 tons.”

4. Subparagraph 19.c. of the Consent Decree shall be replaced with the following subparagraph: “Complete Construction of any Replacement Kiln(s) by July 1, 2016 in accordance with Addendum A of the Third Amendment to the Consent Decree;”

5. Subparagraph 19.d. of the Consent Decree shall be replaced with the following subparagraph: “Commence construction by January 1, 2012 or within 12 months of permit issuance pursuant to Paragraph 19.a., whichever is earlier, and thereafter maintain Continuous Construction of any Replacement Kiln, provided that if the Lafarge Companies (a) file a request with the State of New York to relinquish the permit to construct any Replacement Kiln; (b) fail to maintain Continuous Construction of any Replacement Kiln; or (c) fail to commence construction of any Replacement Kiln(s) by January 1, 2012 or within 12 months of permit issuance pursuant to Paragraph 19.a., whichever is earlier, then, in addition to any other remedies available to the United States or the State of New York under this Consent Decree or other applicable law, the Lafarge Companies shall:

- i. Cease Kiln Operation of the existing Ravena Kilns within 36 hours of any of the triggering events set forth in (a), (b), or (c) of this subparagraph 19.d; and
 - ii. Retire the existing Ravena Kilns within 90 Days thereafter;”.
6. Subparagraph 19.e. of the Consent Decree shall be replaced with the following subparagraph: “Retire any existing Ravena Kilns by June 30, 2016;”
7. Subparagraph 19.f of the Consent Decree shall be replaced with the following subparagraph: “Commence Continuous Operation of one SNCR at each Replacement Kiln upon commencing Kiln Operation of the Replacement Kiln; and”
8. Nothing in the Third Amendment to the Consent Decree is intended to in any way alter or satisfy any compliance obligations, other than those contained in the Consent Decree, or regulatory requirements that may apply to any kiln at the Ravena Facility, including 40 C.F.R. Part 63 Subpart LLL.

C. Section VI: SO₂ Control Technology, Emission Limits, Tonnage Limits, and Monitoring Requirements

9. Paragraph 55 of the Consent Decree shall be replaced with the following paragraph: “Beginning January 1, 2011 and ending December 31, 2013, the Lafarge Companies shall achieve and maintain compliance with an interim Facility-Wide 12-Month Rolling Tonnage Limit for SO₂ of 11,500 tons. In addition, the Lafarge Companies shall achieve and maintain compliance with the following Facility Wide Emission Limits for SO₂:
 - a. Beginning January 1, 2014 and ending June 30, 2016, the Lafarge Companies shall achieve and maintain compliance with an interim Facility-Wide 12-Month Rolling Tonnage Limit for SO₂ of 7,000 tons.

- b. For the period beginning January 1, 2013 and ending June 30, 2016, the Lafarge Companies shall comply with a Facility-Wide Total Mass Emissions Cap for SO₂ of 19,385 tons.”

10. Subparagraph 57.c. of the Consent Decree shall be replaced with the following subparagraph: “Complete Construction of the Replacement Kiln(s) by July 1, 2016 in accordance with Addendum A of the Third Amendment to the Consent Decree;”.

11. Subparagraph 57.d. of the Consent Decree shall be replaced with the following subparagraph: “Commence construction by January 1, 2012 or within 12 months of permit issuance pursuant to Paragraph 57.a., whichever is earlier, and thereafter maintain Continuous Construction of any Replacement Kilns, provided that if the Lafarge Companies (a) file a request with the State of New York to relinquish permit authorization to construct any Replacement Kilns; (b) fail to maintain Continuous Construction of any Replacement Kilns; or (c) fail to commence construction of any Replacement Kilns by January 1, 2012 or within 12 months of permit issuance pursuant to Paragraph 57.a., whichever is earlier, then, in addition to any other remedies available to the United States or the State of New York under this Consent Decree or other applicable law, the Lafarge Companies shall:

- i. Cease Kiln Operation of the existing Ravenna Kilns within 36 hours of any of the triggering events set forth in (a), (b), or (c) of this subparagraph 57.d; and
- ii. Retire the existing Ravenna Kilns within 90 Days thereafter;”.

12. Subparagraph 57.e. of the Consent Decree shall be replaced with the following subparagraph: “Retire any existing Ravenna Kilns by June 30, 2016;”.

13. Subparagraph 57.f of the Consent Decree shall be replaced with the following subparagraph: “Upon commencing Kiln Operation of any Replacement Kiln, Commence Continuous Operation of Wet FGD technology designed to achieve a Control Efficiency for SO₂ of 95% at the Replacement Kiln, as compared to an identical Replacement Kiln without Wet FGD technology, at the Ravenna Facility or, subject to review and approval by U.S. EPA and the Affected State pursuant to Section XI (Review and Approval of Submittals), equivalent alternative SO₂ Control Technology that may include but shall not be limited to kiln system design, which is individually or collectively designed to achieve a Control Efficiency for SO₂ equivalent to that of Wet FGD technology designed to achieve a Control Efficiency for SO₂ of 95% at any Replacement Kiln at the Ravenna Facility; and”.

14. Nothing in the Third Amendment to the Consent Decree is intended to in any way alter or satisfy any compliance obligations, other than those contained in the Consent Decree, or regulatory requirements that may apply to any kiln at the Ravenna Facility, including 40 C.F.R. Part 63 Subpart LLL.

15. Paragraph 58 of the Consent Decree shall be replaced with the following paragraph: “Subject to Paragraph 59 below, by no later 365 Operating Days after June 30, 2016, the Lafarge Companies shall, at the Ravenna Facility, achieve and maintain compliance with a Facility-Wide 12-Month Rolling Tonnage Limit for SO₂ of 560 Tons emitted per 12-month period.”

D. Other Emission Reduction Projects

16. The Lafarge Companies shall fund Other Emission Reduction Projects in the amount of \$1,500,000 as described in this Section D and in Addendum B to this Consent Decree

and in compliance with the approved plans and schedules for such Projects and other terms of this Consent Decree.

17. The Lafarge Companies shall pay \$900,000 in two installments to the State of New York for the purpose of funding emission reduction projects. In accordance with instructions to be provided by the New York Attorney General, the Lafarge Companies shall pay to the State of New York the sum of \$450,000 within sixty (60) Days following the Effective Date of the Third Amendment to the Consent Decree. The balance shall be paid by the Lafarge Companies no later than 240 Days following the Effective Date of the Third Amendment to the Consent Decree. New York shall use such funds to carry out one or more emission reduction projects authorized by New York that pertain to energy efficiency and/or pollution reduction. New York shall implement such projects to the extent practicable within a thirty mile radius of the Ravenna Facility. The projects may include, but not be limited to, the weatherization of low-income housing, energy efficiency and renewable energy projects on municipal buildings, replacement of outdoor wood boilers, and replacement of diesel buses with buses that use hybrid technology or compressed natural gas. New York shall have final approval authority over the project(s) selected.

18. In addition to the funds required to be expended by the Lafarge Companies pursuant to Paragraph 17, in accordance with the requirements and schedule in Addendum B, the Lafarge Companies shall replace and permanently retire from service at least one Tier 0 locomotive with a new or remanufactured Tier 3 or Tier 4 locomotive (hereinafter "Locomotive Project"). Of the cost of the Locomotive Project, a maximum of \$600,000 may be credited toward the Lafarge Companies' obligation to expend \$1,500,000 to fund Other Emission Reduction Projects pursuant to this Section D. If the Lafarge Companies spend less than

\$600,000 to implement the Locomotive Project, the difference between \$600,000 and the eligible costs of the Locomotive Project, as defined in Addendum B, shall be paid to New York pursuant to Paragraph 17 within 240 Days of the Effective Date of the Third Amendment to the Consent Decree. The Lafarge Companies shall demonstrate compliance with the requirements of Addendum B pursuant to Section XII of the Consent Decree (Reporting Requirements).

19. The Lafarge Companies shall certify that the Lafarge Companies are not otherwise required by law to perform the Locomotive Project or otherwise fund projects to be undertaken by the State of New York pursuant to Paragraph 17, that the Lafarge Companies are unaware of any other person who is required by law to perform the Locomotive Project or fund the projects to be undertaken pursuant to Paragraph 17 as of the Date of Lodging this Third Amendment to the Consent Decree, and that the Lafarge Companies will not use the Locomotive Project or the funds expended pursuant to Paragraph 17, or any portion thereof, to satisfy any existing obligations that the Lafarge Companies may have under other applicable requirements of law.

20. Within sixty (60) Days following the completion of the Locomotive Project, the Lafarge Companies shall submit to U.S. EPA and the State of New York pursuant to Section XIX (Notices) a report that documents the date the Locomotive Project was completed and the dollars expended in implementing the Locomotive Project. The Lafarge Companies shall maintain all documents to substantiate the dollars expended on the Locomotive Project and shall provide such documents with the submittal required under this Paragraph 20.

21. All plans, submittals, reports and approvals under this Section shall be made in accordance with and subject to the applicable requirements of Sections XI (Review and Approval of Submittals), XV (Dispute Resolution), XIX (Notices), and this Section D of this

Third Amendment to the Consent Decree; provided, that in no event shall the Lafarge Companies be required to expend more than \$1,500,000.00, for Emission Reduction Projects either implemented by New York or the Lafarge Companies pursuant to this Section D of this Third Amendment and Addendum B.

E. Section XIII: Stipulated Penalties

22. Table 1 in Paragraph 113 shall be amended by adding the following rows as shown below:

TABLE 1

Consent Decree Violation	Stipulated Penalty
Failure to enter into contractual obligations for vendor fabrication of structural steel elements for the Replacement Kiln in accordance with Addendum A of the Third Amendment to the Consent Decree by March 31, 2014.	\$5,000 for each consecutive Day during the first 20 Days, \$10,000 for each consecutive Day for the next 40 Days, and \$32,500 for each consecutive Day thereafter
Failure to enter into contractual obligations for vendor fabrication of Replacement Kiln components in accordance with Addendum A of the Third Amendment to the Consent Decree by June 30, 2014.	\$15,000 for each consecutive Day during the first 20 Days, \$25,000 for each consecutive Day for the next 40 Days, and \$37,500 for each consecutive Day thereafter
Failure to complete installation of the pre-heater tower base pedestal in accordance with Addendum A of the Third Amendment to the Consent Decree by August 30, 2014.	\$5,000 for each consecutive Day during the first 20 Days, \$10,000 for each consecutive Day for the next 40 Days, and \$32,500 for each consecutive Day thereafter
Failure to begin on-site installation of the principal mechanical elements of the Replacement Kiln by June 30, 2015.	\$15,000 for each consecutive Day during the first 20 Days, \$25,000 for each consecutive Day for the next 40 Days, and \$37,500 for each consecutive Day thereafter

Failure to complete installation of the raw mill base pedestal in accordance with Addendum A of the Third Amendment to the Consent Decree by November 30, 2015.	\$5,000 for each consecutive Day during the first 20 Days, \$10,000 for each consecutive Day for the next 40 Days, and \$32,500 for each consecutive Day thereafter
Failure to complete installation of the raw mill mechanical components in accordance with Addendum A of the Third Amendment to the Consent Decree by December 31, 2015.	\$15,000 for each consecutive Day during the first 20 Days, \$25,000 for each consecutive Day for the next 40 Days, and \$37,500 for each consecutive Day thereafter
Failure to Complete Construction of the Replacement Kiln by July 1, 2016.	\$15,000 for each consecutive Day during the first 20 Days, \$25,000 for each consecutive Day for the next 40 Days, and \$37,500 for each consecutive Day thereafter
Failure to complete any requirement of Section D of the Third Amendment to the Consent Decree (Other Emission Reduction Projects).	\$1,000 for each consecutive Day during the first 20 Days, and \$5,000 for each consecutive Day thereafter

F. Section XXII: Modification

23. Paragraph 158 of the Consent Decree shall be replaced with the following paragraph: “The terms of this Consent Decree, including the Appendix and Addenda, may be modified only by a subsequent written agreement signed by any Affected State(s), the United States, and the Defendants, except as provided in Paragraph 159. Where the modification constitutes a material change to this Decree, it shall be effective only upon approval by the Court.”

G. Section XXVI: Integration

24. Paragraph 166 of the Consent Decree shall be replaced with the following paragraph: “This Consent Decree, as modified by the Amendment to the Consent Decree, the Second Amendment to Consent Decree, and the Third Amendment to the 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.”

25. This Third Amendment to the Consent Decree may be executed in several counterparts, each of which shall be considered an original.

H. Addenda

26. Addenda A and B are attached to and incorporated as part of this Third Amendment to the Consent Decree. “Addendum A” contains the Construction Reporting for the Replacement Kiln at the Ravena Facility. “Addendum B” contains the Other Emission Reduction Projects associated with the Replacement Kiln at the Ravena Facility.

ORDER

Before the taking of any testimony, without adjudication of any issue of fact or law, and upon the consent and agreement of the Parties, it is:

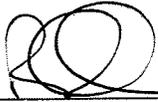
ORDERED, ADJUDGED and DECREED that this Third Amendment to Consent Decree is hereby approved and entered as a final order of this Court.

Dated and entered this ____ Day of _____, _____.

UNITED STATES DISTRICT COURT JUDGE
Southern District of Illinois

Signature Page for *United States of America et al v. Lafarge North America, Inc., et al.* Second Amendment to Consent Decree

FOR PLAINTIFF UNITED STATES OF AMERICA:



ROBERT G. DREHER
Acting Assistant Attorney General
Environment and Natural Resources
Division
United States Department of Justice

Date:

7/18/13



ANDREW C. HANSON
Trial Attorney
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Date:

6/19/13

STEPHEN R. WIGGINTON
United States Attorney

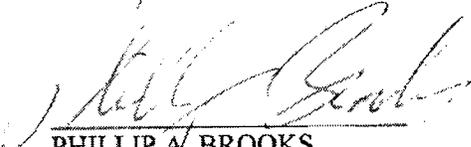
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Signature Page for *United States of America et al v. Lafarge North America, Inc., et al.* Third Amendment to Consent Decree

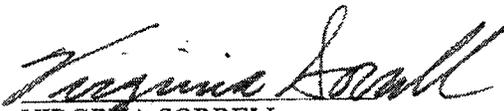
FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:


SUSAN SHINKMAN
Director, Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency

Date: 5/9/13


PHILLIP A. BROOKS
Director, Air Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency

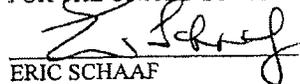
Date: 5/5/13


VIRGINIA SORRELL
Attorney Adviser, Air Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency

Date: 4-29-13

Signature Page for *United States of America et al v. Lafarge North America, Inc., et al.* Third
Amendment to Consent Decree

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 2:


ERIC SCHAAF
Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 2

Date: 6/9/13

Signature Page for *United States of America et al v. Lafarge North America, Inc., et al.* Third Amendment to Consent Decree

FOR THE STATE OF NEW YORK:

ERIC T. SCHNEIDERMAN
Attorney General



MICHAEL J. MYERS
Assistant Attorney General
Environmental Protection Bureau
The Capitol
Albany, NY 12224

Date: 6/5/2013

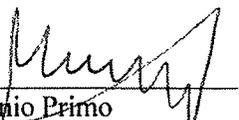


JOSEPH J. MARTENS
Commissioner
New York State Department of
Environmental Conservation
625 Broadway
Albany, NY 12233-5500

Date: June 5, 2013

Signature Page for *United States of America et al v. Lafarge North America, Inc., et al.* Third Amendment to Consent Decree

FOR DEFENDANT LAFARGE MIDWEST, INC.:



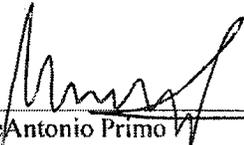
Jose Antonio Primo
President, Lafarge Midwest Inc.

The following is the name and address of Defendant Lafarge Midwest, Inc.'s agent for service pursuant to Paragraph 165 of the Consent Decree.

Steven C. Kohl
Warner Norcross & Judd LLP
2000 Town Center
Suite 2700
Southfield MI 48075-1318

Signature Page for *United States of America et al v. Lafarge North America, Inc., et al.* Third Amendment to Consent Decree

FOR DEFENDANT LAFARGE BUILDING MATERIALS, INC.:



Jose Antonio Primo
Co-President, Lafarge Building Materials Inc.

The following is the name and address of Defendant Lafarge Building Materials, Inc.'s agent for service pursuant to Paragraph 165 of the Consent Decree.

Steven C. Kohl
Warner Norcross & Judd LLP
2000 Town Center
Suite 2700
Southfield MI 48075-1318

THIRD AMENDMENT TO THE CONSENT DECREE
United States of America et al v. Lafarge North America, Inc., et al.

ADDENDUM A
Construction Reporting for Replacement Kiln at Ravenna Facility

I. Scope and Applicability

1. The Lafarge Companies shall comply with the requirements of this Addendum relating to the construction of the Replacement Kiln which the Lafarge Companies have elected to construct pursuant to Paragraph 19 and Paragraph 57 of the Third Amendment to the Consent Decree.
2. All terms of this Addendum A shall be construed consistent with the meanings specified in Section III, Definitions, of the Third Amendment to the Consent Decree into which this Addendum is incorporated.

II. Construction Requirements

3. Consistent with the provisions of Section XII of the Third Amendment to the Consent Decree (Notices) the Lafarge Companies shall report within thirty (30) days of each of the dates provided below that they have undertaken or performed by the identified date the identified actions/activities relative to the construction of the Replacement Kiln at the Ravenna Facility:

March 31, 2014 -- The Lafarge Companies shall have entered into contractual obligations (excepting subsequent routine change orders), which cannot be canceled or modified without substantial loss, for vendor fabrication of all structural steel elements for the preheater tower for the Replacement Kiln;

June 30, 2014 -- The Lafarge Companies shall have entered into contractual obligations, (excepting subsequent routine change orders) which cannot be canceled without substantial loss, for vendor fabrication of the kiln, kiln motors, preheater cyclones, and clinker cooler components of the Replacement Kiln;

August 30, 2014 -- The Lafarge Companies shall have completed installation of the preheater tower base pedestal;

June 30, 2015 -- The Lafarge Companies shall have begun the on-site installation of the principal mechanical elements of the Replacement Kiln;

November 30, 2015 -- The Lafarge Companies shall have completed installation of the raw mill base pedestal;

December 31, 2015 -- The Lafarge Companies shall have completed installation of the raw mill mechanical components;

July 1, 2016 – The Lafarge Companies shall have Completed Construction of the Replacement Kiln.

III. Modification

4. This Addendum A may be modified in accordance with the provisions of Section XXII of the Consent Decree (Modification).

IV. Stipulated Penalties

5. Failure of the Lafarge Companies to comply with the Construction Requirements as set forth in Section II above shall be subject to the stipulated penalty provisions of Section XIII (Stipulated Penalties) of the Consent Decree, including any failure to comply with dates under Section II of this Appendix. However, the Lafarge Companies shall not be subject to the stipulated penalties which accrue under the provisions of Section XIII (Stipulated Penalties) of the Consent Decree for failure to comply with any individual Construction Requirement if, prior to any identified date, the Lafarge Companies permanently terminate Continuous Construction of the Replacement Kiln or file a request with the State of New York to relinquish permit authorization to construct the Replacement Kiln.

THIRD AMENDMENT TO THE CONSENT DECREE
United States of America et al v. Lafarge North America, Inc., et al.

ADDENDUM B
Other Emission Reduction Projects
(Locomotive Replacement Project)

I. Project Summary

Pursuant to the requirements of this Addendum B and Section D of the Third Amendment to the Consent Decree (Other Emission Reduction Projects), at the Ravenna Facility the Lafarge Companies shall replace a high emissions rail yard switch locomotive utilizing two Tier 0 engines with a rail yard switch locomotive utilizing a Tier 3 or Tier 4 engine ("Locomotive Project"). The replacement will reduce emissions of NOx, particulate matter ("PM"), carbon monoxide ("CO") and hydrocarbons ("HC") from locomotive operations at the Ravenna Facility.

II. Work Plan

The Lafarge Companies shall scope, source, purchase and put in to operation a rail yard switch locomotive utilizing a Tier 3 or Tier 4 engine within 8 months of the Effective Date of the Third Amendment to the Consent Decree. By no later than 30 days following the commissioning of the new Tier 3 or Tier 4 locomotive, the Lafarge Companies shall cease operations of the existing Tier 0 engine locomotive.

The Lafarge Companies shall comply with the following milestones in implementing the Locomotive Project:

1. Issue purchase order not later than 2 months following the Effective Date.
2. Contract for delivery of the new or certified remanufactured Tier 3 or Tier 4 locomotive not later than four (4) months after the purchase order date.
3. Train personnel and commission new or certified remanufactured locomotive within thirty (30) days of delivery.
4. Permanently retire from service the current locomotive no later than 30 days after the new or certified remanufactured locomotive is commissioned.

III. Project Cost

Eligible project costs toward the Lafarge Companies' obligation to fund Other Emission Reduction Projects shall include the cost of purchase paid to an unrelated third-party to acquire the new or certified remanufactured Tier 3 or Tier 4 locomotive, any associated broker fees paid to an unrelated third party, and any breakdown, transportation, reassembly and commissioning expenses paid to an unrelated third party necessary to place the locomotive in service at the Ravenna Facility less any payment to the Lafarge Companies associated with the scrapping of the current Tier 0 locomotive. For information purposes only, the Lafarge Companies estimate

eligible costs of \$556,000 inclusive of purchase price, broker fees, breakdown, transportation, assembly and commissions expenses.

IV. Emission Reduction Benefits

The Lafarge Companies project, for informational purposes only, that an annual air emission reduction of 104 tons is projected to be achieved by implementing this project. Projected emission reductions are presented in the table below.

**Lafarge Ravens
Switch Year Locomotive Replacement
Annual Emission Reduction Summary**

	HC		NOx		PM		CO		CO2*		Total Emissions
	gm/hp-hr	tons/year	gm/hp-hr	tons/year	gm/hp-hr	lbs/year	gm/hp-hr	tons/year	GJ/yr	tons/year	
Existing Locomotive	2.1	2.3	11.8	13.1	0.06	0.3	8	8.9	2,706	206.3	224.9
New Locomotive	0.6	0.4	5	3.2	0.1	0.4	2.4	1.5	554	116.7	120.9
Emission Reduction		1.9		9.9		0.2		7.3			104.0
Total Annual Emission Reduction (t/yr):											104.0

Notes:

HP/yr: 2242
 Existing locomotive (bhp): 490
 New locomotive (bhp): 280 (proposed replacement is a Cummins QSB6.7 - 260 brake hp Tier III unit)

IPCC CO2 Emission Factor for Diesel Fuel Combustion: 74 kg CO2/GJ
 Conversion Factor - 1 horsepower: 2.885 MJ/hp

* Emission factors for HC, NOx, PM and CO are based on emission standards for Switch Locomotives - 40 CFR 1033.101 (Table 2)
 ** Emission factor for CO2 based on Intergovernmental Panel on Climate Change (IPCC) 1996 Guidelines for National GHG Inventories, Volume II