



536462 - \$ 3000 - / 5364641 - \$ 2000 -
REMEDIAL ACTION PLAN MONITORING ACT / VCP

APPLICATION FORM

RECEIVED

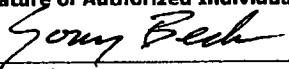
FACILITY/OPERATION INFORMATION				NDEQ ID :		NDEQ PROGRAM ID :																		
1	Name:		AltEn, LLC						JUN - 9 2021															
2	Facility Phone Number:		(402) 624-2000																					
3	NAICS:		325193						By: _____ DEQ#182															
FACILITY/OPERATION LOCATION INFORMATION																								
4	Address:		1332 County Road 10																					
5	City:		Mead		State:		NE		Zip Code:		68041		County:		Saunders									
6	Legal Description:		N		1/2 of		SW		1/4 of		1/4 of		Section		12		Township		14N		Range		8E	
FACILITY/OPERATION MAILING INFORMATION																								
7	Address:		AltEn, LLC																					
8	City:		Mead						State:		NE		Zip Code:		68041									
FACILITY/OPERATION CONTACT INFORMATION																								
9	Person:		Tanner Shaw																					
10	Phone Number:		(402) 624-2000																					
11	Cell Number:																							
12	Fax Number:																							
13	Email Address:		Tshaw@mrgkc.com																					

14	Certification Statement	
<p>I/we (the undersigned) certify that the foregoing information on this application and accompanying documents, estimates, and schedules is true and accurate to the best of my knowledge and belief. I/we understand that participation in the Voluntary Cleanup Program is voluntary, and I/we agree to comply with all state and federal standards and regulations.</p> <p>I/we also certify that if additional funds beyond the fee submitted with this application are required to cover oversight costs for NDEQ, I/we will provide these additional funds.</p>		
<p>■ This form has been completed and reviewed by the person(s) noted and signatures applied below.</p>		
<p>■ In completing this form, the following is understood:</p> <ul style="list-style-type: none">• \$2,000 non-refundable Application Fee attached.• Signed Written Agreement attached.• \$3,000 refundable initial Deposit attached.		
Typed or Printed Name of Authorized Individual		Title
AltEn Facility Response Group by each of its members as identified on the signature pages		
Signature of Authorized Individual		Date
		June 1, 2021

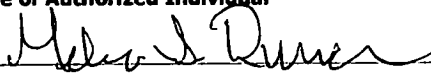


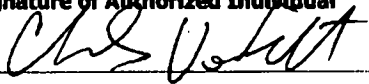
Typed or Printed Name of Authorized Individual Sarah C. Oznick	Title VP, General Counsel & Corp. Sec.
Signature of Authorized Individual <i>Sarah C. Oznick</i>	Date June 1, 2021

Typed or Printed Name of Authorized Individual Mary M. Shaffer	Title Senior Assistant General Counsel
Signature of Authorized Individual 	Date June 1, 2021

Typed or Printed Name of Authorized Individual Sonny Beck	Title CEO
Signature of Authorized Individual 	Date May 28, 2021

Typed or Printed Name of Authorized Individual Patricia McGee	Title Corporate Counsel
Signature of Authorized Individual <i>Patricia McGee</i>	Date 6/1/2021

Typed or Printed Name of Authorized Individual Melissa S. Duncan	Title general Counsel Syngenta Seeds LLC
Signature of Authorized Individual 	Date 5/23/21

Typed or Printed Name of Authorized Individual Charles Von Feldt	Title General Counsel and Secretary, Winfield Solutions, LLC
Signature of Authorized Individual 	Date 6-1-2021

INSTRUCTIONS:

- Please type or print legibly. Incomplete applications and/or applications not accompanied by the non-refundable \$2,000 application fee, and the signed Written Agreement with the \$3,000 initial deposit, will not be processed and will be returned to the applicant.
- If any of the information requested is not applicable, enter "NA" in the blank provided.

More detailed instructions and a list of abbreviations follow the application form.

SECTION A – ADDITIONAL SITE INFORMATION

Latitude: 40.197222° N Longitude: 96.480833° W

Latitude/Longitude Source: NE0137634

Latitude/Longitude Reference Location (e.g., center of property): _____

Lot or Subdivision (if applicable): N ½, SW ¼, Section 12, Township 14 N, Range 8 E, Saunders County, NE

Property Size (acres): _____

Current Land Use: The Facility is not currently operational, it previously operated as an ethanol facility.

Future Land Use: Unknown.

Will this project protect human health and the environment? ☒ Yes ☐ No Please explain.

This project will prepare a Remedial Action Plan for DEE's approval addressing the environmental conditions of concern identified by DEE.

Will this project promote economic development? ☒ Yes ☐ No Please explain.

Project will address environmental conditions that currently prevent operation at the site.

Will this project enable the creation or, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes? ☐ Yes ☒ No Please explain.

 **Note: Attach a map and/or site diagram.**

SECTION B – APPLICANT INFORMATION

Name: AltEn Facility Response Group Title: _____
Organization: AltEn Facility Response Group
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____
E-mail: _____
Applicant's Relationship to or Interest in the Site: The AltEn Facility Response group is a group of entities who were previously customers of the Facility that are now cooperating with DEE in undertaking a voluntary response at the Facility.

SECTION C – CURRENT OWNER/OPERATOR

☐ If Applicant is Facility Owner, check box and skip to Land Owner subsection (below).

Facility Owner

Name: Tanner Shaw Title: _____
Organization: AltEn, LLC
Address: 1344 County Road 10
City: Mead State: NE Zip: 68041
Telephone: (402) 624-2000 Fax: _____
E-mail: tshaw@mrgkc.com

☐ If Applicant is Land Owner, check box and skip to Section D.

Land Owner

Name: Tanner Shaw Title: _____
Organization: AltEn, LLC
Address: 1344 County Road 10
City: Mead State: NE Zip: 68041
Telephone: (402) 624-2000 Fax: _____
E-mail: tshaw@mrgkc.com

SECTION D – DESIGNATED POINT OF CONTACT

☐ If Applicant is Designated Point of Contact, check box and skip to Section E.

Name: Mark Bowers (**) Title: Sr. Remed. Mgr
Organization: Bayer U.S. LLC
Address: 5000 CentreGreen Way, Suite 400
City: Cary State: NC Zip: 27513
Telephone: (919) 762-6165 Fax: N/A
E-mail: Mark.bowers@bayer.com

(**) Mr. Bowers will serve as the contact until the Group has engaged a Project Coordinator and updated DEE.

SECTION E – NATURE OF POTENTIAL CONTAMINATION

Current and historical land use with corresponding years of operation and dates of known releases

Check all known or potential sources of contamination on site:

Feature and land use	Dates of operation
<input checked="" type="checkbox"/> Aboveground Storage Tank	<u>2015-present</u>
<input type="checkbox"/> Underground Storage Tank	<u></u>
<input type="checkbox"/> Drum	<u></u>
<input type="checkbox"/> Other Container	<u></u>
<input checked="" type="checkbox"/> Aboveground Pipeline	<u>2015- unknown</u>
<input type="checkbox"/> Underground Pipeline	<u></u>
<input checked="" type="checkbox"/> Lagoon or Pond	<u>2015-present</u>
<input type="checkbox"/> Seepage Pit or Dry Well	<u></u>
<input type="checkbox"/> Septic Tank or Lateral Field	<u></u>
<input checked="" type="checkbox"/> Surface Spill or Discharge	<u>February 2021</u>
<input checked="" type="checkbox"/> Adjacent Property	<u>2015-2021</u>
<input type="checkbox"/> Drip Tank	<u></u>
<input type="checkbox"/> Pit	<u></u>
<input checked="" type="checkbox"/> Grain Storage Facility	<u>2015-2021</u>
<input type="checkbox"/> Formerly Used Defense Site	<u></u>
<input type="checkbox"/> Salvage Yard	<u></u>
<input type="checkbox"/> Dry Cleaners	<u></u>
<input type="checkbox"/> Landfill	<u></u>
<input type="checkbox"/> Former Manufactured Gas Plant	<u></u>
<input type="checkbox"/> Gas Station	<u></u>
<input type="checkbox"/> Methamphetamine Laboratory	<u></u>
<input type="checkbox"/> Mine Scarred Land	<u></u>
<input type="checkbox"/> Source Unknown	<u></u>
<input type="checkbox"/> Other	<u></u>

Check all known chemical products, hazardous substances, pollutants or contaminants used, managed or released, on site:

<input type="checkbox"/> Acids/Bases	<input type="checkbox"/> Paint/Paint Wastes	<input checked="" type="checkbox"/> Sludge
<input checked="" type="checkbox"/> Fertilizers	<input type="checkbox"/> PCBs	<input type="checkbox"/> Solvents/Degreasers
<input checked="" type="checkbox"/> Inorganics	<input checked="" type="checkbox"/> Pesticides	<input type="checkbox"/> Fumigants
<input type="checkbox"/> Metals	<input type="checkbox"/> Petroleum Products	<input checked="" type="checkbox"/> Other <u>Seed treatments</u>
		<u>manure</u>

Check all known and potentially contaminated media on site:

Surface Soil (0-3')	<input type="checkbox"/> Confirmed	<input checked="" type="checkbox"/> Potential
Subsurface Soil	<input type="checkbox"/> Confirmed	<input checked="" type="checkbox"/> Potential
Surface Water	<input type="checkbox"/> Confirmed	<input checked="" type="checkbox"/> Potential
Sediment	<input type="checkbox"/> Confirmed	<input checked="" type="checkbox"/> Potential
Groundwater	<input type="checkbox"/> Confirmed	<input checked="" type="checkbox"/> Potential

Identify known contaminants, maximum concentration detected, and media impacted (attach additional pages as needed):

Pesticide	Lagoon Water (ug/L)	Wet Cake (ug/kg)
Abamectin	337	3220
Acetamprid	ND	ND
Azoxystrobin	99.3	2740
Bifenthrin	ND	ND
Brassinazole	ND	ND
Carbendazim	ND	ND
Carboxin	ND	ND
Chlorantraniliprole	ND	ND
Chlorpyrifos-ethyl	ND	ND
Chlorpyrifos-methyl	ND	ND
Clothianidin	58400	217000
Cyantraniliprole	ND	ND
Cyfluthrin 1-4	ND	ND
Cyhalothrin 1-2	ND	ND
Cypermethrin 1-4	ND	ND
Cyproconazole	ND	ND
Deltamethrin 1-2	ND	ND
Desthio-Prothioconazole	ND	3180
Difenoconazole	ND	1730
Dimoxystrobin	ND	ND
Dinotefuron	ND	ND
Epoxiconazole	ND	ND
Ethaboxam	ND	ND
Fluconazole	ND	ND
Fludioxonil	ND	ND
Fluoxastrobin	ND	62700
Glufosinate	13.1	147
Glyphosate	2060	ND
Imidacloprid	108	1060
Ipconazole	5.68	7400
Isavuconazole	ND	ND
Itraconazole	ND	ND
Metalaxyl/mefenoxam	ND	ND
Metconazole	ND	23.6

Nitenpyram	ND	ND
Orysastrobin	ND	ND
Permethrin 1-2	ND	ND
Picoxystrobin	ND	ND
Posaconazole	ND	ND
Propiconazole	29.1	ND
Prothioconazole	ND	8620
Pyraclostrobin	ND	494
Ravuconazole	ND	ND
Sedaxane	ND	ND
Sulfonic Acid Prothioconazole	ND	303
Tebuconazole	213	20600
Tetraconazole	ND	ND
Tioxazafen	ND	ND
Thiabendazole	8450	49200
Thiacloprid	ND	ND
Thiamethoxam	35400	154000
Thiophanate methyl	ND	ND
Trifloxystrobin	58.2	5010
Uniconazole	ND	ND
Voriconazole	ND	ND

(Analysis is ongoing)

SECTION F – REGULATORY HISTORY

- Does the property meet the following CERCLA §101(39) brownfield site definition?
“Real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant or contaminant.”
☒ Yes ☐ No ☐ Unknown
- Is or was the property, or any part thereof, a permitted or interim status hazardous waste management facility regulated under RCRA? If so, complete the permit information at the end of this section.
☐ Yes ☒ No ☐ Unknown
- Has a CERCLA investigation (Preliminary Assessment and/or Site Inspection) been conducted at the property? If so, provide explanation at the end of this section.
☐ Yes ☒ No ☐ Unknown
- Is the property subject to a planned, or ongoing CERCLA removal action? Has a CERCLA removal occurred at the site? If so, provide explanation at the end of this section
☐ Yes ☒ No ☐ Unknown

5. Is or was the property, or any part thereof, investigated for, proposed for, or listed on the Superfund National Priorities List, as established under CERCLA? If so, provide explanation at the end of this section. ☐Yes ☒No ☐Unknown
6. Is or was the property, or any part thereof, subject to (enforcement action) a unilateral administrative order, court order, administrative order on consent, or consent decree under CERCLA? If so, provide explanation at the end of this section. ☐Yes ☒No ☐Unknown
7. Is or was the property, or any part thereof, subject to (enforcement action) a unilateral administrative order, court order, administrative order on consent, consent decree, or permit under RCRA, CWA, TSCA or SWDA? If so, provide explanation at the end of this section. ☒Yes ☐No ☐Unknown
8. Is or was the property, or any part thereof, subject to enforcement action under city, county, state, federal or other environmental laws? If so, provide explanation at the end of this section. ☒Yes ☐No ☐Unknown
9. Is or was the property, or any part thereof, the subject to corrective action under RCRA 3004(u) or 3008(h) to which a corrective action permit or order has been issued or modified requiring the implementation of corrective measures? If so, provide explanation at the end of this section. ☐Yes ☒No ☐Unknown
10. Is or was the property, or any part thereof, the subject of environmental orders or agreements with city, county, state, or federal environmental agencies? If so, provide explanation at the end of this section. ☒Yes ☐No ☐Unknown
11. Is or was the property, or any part thereof, a land disposal unit(s) with closure notification submitted and closure plan or permit? If so, provide explanation at the end of this section. ☐Yes ☒No ☐Unknown
12. Is or was the property, or any part thereof, subject to the jurisdiction, custody, or control of federal government? If so, provide explanation at the end of this section. ☐Yes ☐No ☒Unknown
13. Does or did the property, or any part thereof, have PCB contamination subject to remediation under TSCA? If so, provide explanation at the end of this section. ☐Yes ☒No ☐Unknown
14. Has the property owner received assistance from the EPA Leaking Underground Storage Tank program for a response activity on this property, or any part thereof? ☐Yes ☒No ☐Unknown
15. Are or were activities conducted at the property, or any part thereof, requiring classification as a Nebraska or EPA Hazardous Waste Generator? If so, provide the hazardous waste generator identification number at the end of this section. ☐Yes ☐No ☒Unknown
16. Has the property ever been a Nebraska Title 118 investigation site? ☐Yes ☐No ☒Unknown

Use the following space for additional information related to the questions listed in Section F. Begin answers with the question number to which it relates. List any identification numbers and permits, with dates of permit issuance and expiration.:

See Complaint in Nebraska v. AltEn, Case No. DO6CI210000036

SECTION G – INVESTIGATION/REMEDIAL ACTION STATUS

Identify the type of environmental investigations performed to date at the site.

Date	Title	Type of Investigation	Investigator
02/2021	Emergency Spill Response	Collection, analysis and filtration of water released from piping break.	AltEn and Clean Harbors
Ongoing	Interim Actions	Collection, analysis and filtration of water from on-site lagoons, consolidation and analysis of wet cake.	AltEn, Clean Harbors and ERM

Does contamination at the site pose an immediate risk to human health or the environment?

☐ Yes

☐ No

☒ Unknown

Does contamination at the site impact or threaten to impact public or private drinking water supplies?

☐ Yes

☐ No

☒ Unknown

Identify and briefly describe any institutional controls that are already in place or proposed for the site.

No institutional controls are currently in place.

There has not yet been an assessment of the need for future controls.

Identify any other remedial actions already implemented at the site.

The following interim measures are ongoing: collection, analysis, filtration and storage of wastewater from on site lagoons; consolidation and analysis of wet cake; assessment, repair and reinforcement of stormwater berms.

SECTION H – ACCESS CERTIFICATION

The undersigned certify that the applicant holds or can acquire title to all lands or has the necessary easements and right-of-way for the project and related lands.¹ ☐ Yes ☒ No

Facility Owner Signature: _____ Date: _____

Land Owner Signature: _____ Date: _____

SECTION I – APPLICATION SUBMITAL

\$2,000 NON-REFUNDABLE APPLICATION FEE ATTACHED ☒ Yes ☐ No

SIGNED WRITTEN AGREEMENT ATTACHED ☒ Yes ☐ No

\$3,000 REFUNDABLE INITIAL DEPOSIT ATTACHED ☒ Yes ☐ No

Mailing Address

Return completed application, application fee, written agreement and initial deposit, and any other attachments to:

**VCP/Brownfields Coordinator
Remediation Section
Nebraska Department of Environmental Quality
Suite 400, the Atrium Bldg.
1200 N Street
P.O. Box 98922
Lincoln, NE 68509-8922**

If you have questions or need additional information, please contact the VCP/Brownfields Coordinator by phone at (402) 471-4210 or via e-mail at NDEQ.VCPBrownfield@nebraska.gov

¹ The AltEn Facility Response Group is not the current owner/operator of the AltEn facility. At the time of submittal of this application, the Group also does not have a written access agreement executed with AltEn, LLC, the current owner of the property. The Group is submitting this application based on representations from DEE that site access is not required to join the Voluntary Cleanup Program, and, if site access is denied after the site is enrolled in the VCP, the State of Nebraska will exercise its legal authority to secure site access for the Group to perform the activities that are the subject of this application.

BEFORE THE NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY

IN THE MATTER OF AltEn Facility AND AltEn Facility Response Group

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (Agreement) is entered into voluntarily by the AltEn Facility Response Group (the members of which are identified in Attachment A) pursuant to the authority vested in the Department of Environment and Energy (DEE) by the Remedial Action Plan Monitoring Act (RAPMA), Neb. Rev. Stat. § 81-15,181 et seq. (Reissue 2014), the Nebraska Environmental Protection Act (NEPA), Neb. Rev. Stat. § 81-1501 et seq. (Reissue 2014, Cum. Supp. 2020), and all rules and regulations promulgated thereunder.

FINDINGS

1. The DEE is the agency of the State of Nebraska authorized pursuant to Neb. Rev. Stat. § 81-1504(1) to exercise exclusive general supervision, administration, and enforcement of NEPA, and all rules, regulations, and orders promulgated thereunder, including the issuance of orders requiring the adoption of remedial action to prevent, control, or abate land and water pollution, and to encourage voluntary cooperation by persons to achieve the purposes of NEPA. The DEE is further authorized pursuant to Neb. Rev. Stat. §§ 81-15,183 through 81-15,185 to administer RAPMA.
2. The members of the AltEn Facility Response Group, with principal offices identified on Attachment A, are the parties executing this Agreement. Each member is a "person" within the meaning of Neb. Rev. Stat. § 81-1502(10).
3. The property that is the subject of this Agreement is an ethanol plant in and/or near Mead, Nebraska ("Site"). An overview of the Site is hereto attached to this Agreement as Attachment B. Another overview showing the location of relevant areas and buildings at the Facility is attached as Attachment C.
4. DEE has conducted an environmental investigation of the Site and collected information that evidences that "land pollution," as defined by Neb. Rev. Stat. § 81-15,182(1), and "water pollution," as defined by Neb. Rev. Stat. § 81-15,182(2), exists at the Site.
5. Pursuant to Neb. Rev. Stat. § 81-15,184, AltEn Facility Response Group has submitted to the DEE an application for oversight of the remedial action it plans to conduct at the Site, as well as a nonrefundable application fee of \$2,000. In addition, AltEn Facility Response Group has posted an initial deposit of \$3,000 to be used by the DEE to cover the DEE's direct and indirect costs related to technical review, oversight, guidance, and other activities associated with the Work (defined below) at the Site. The DEE shall review and approve or deny the application and notify AltEn Facility Response Group in writing. If the application is denied, the notification will state the reason for the denial. If the DEE determines that an application does not contain adequate information, the DEE shall return the application to AltEn Facility Response Group. AltEn Facility Response Group will have sixty (60) days to resubmit the required information or the application will be deemed denied.

AGREEMENT

6. The purpose of this Agreement is to memorialize the AltEn Facility Response Group's commitment to: (a) continue the voluntary implementation of significant interim measures at the Site, to be further described in the remedial action plan, including drawdown and maintenance of wastewater lagoon levels, evaluation of lagoon liners, providing emergency response, and managing environmental impacts from wet cake and waste materials onsite through containment and stormwater management; and (b) prepare a remedial action plan in accordance with RAPMA with DEE approval and oversight (collectively, the "Work").
7. AltEn Facility Response Group agrees to perform the Work at the Site in accordance with RAPMA, NEPA and all rules and regulations promulgated thereunder. AltEn Facility Response Group shall be responsible for making all reasonable and necessary efforts to obtain any necessary permits, licenses, access and other authorizations required under this Agreement. Nothing in this Agreement shall be deemed to impose any additional liabilities or obligations on AltEn Facility Response Group, other than those specifically stated herein. Nothing shall relieve AltEn Facility Response Group from complying with all other applicable federal, state and local laws, rules and regulations.
8. AltEn Facility Response Group agrees to maintain insurance coverage, including self-insurance or insurance held by contractors engaged for actions at the Site, sufficient to cover significant risks to AltEn Facility Response Group's employees, agents, and contractors, performing the actions under this Agreement.
9. Nothing in this Agreement, including any document the DEE issues as agreed to herein, shall be interpreted to constitute a release or waiver of liability for any of the conditions which existed at the Site before, during, or after execution of this Agreement nor limit the DEE's authority to respond to such conditions, including the authority under Neb. Rev. Stat. §§ 81-1507, 81-1508, 81-1508.01, 81-1508.02, and 81-15,188. In accordance with Neb. Rev. Stat. § 81-15,185.02, DEE shall have the authority to terminate this Agreement to respond to such conditions in addition to requiring further remedial action under the circumstances described in Paragraph 21 of this Agreement. AltEn Facility Response Group reserves the right to raise any and all defenses under state or federal law, to any action brought by DEE for conditions that existed on the Site not resulting from the Work under this Agreement.
10. AltEn Facility Response Group denies that the members caused land or water pollution at the Site in violation of Neb. Rev. Stat. § 81-1506(1)(a), but agrees that DEE may file an action against the members of the AltEn Facility Response Group if it fails to comply with or terminates this Agreement. The members of the AltEn Facility Response Group waive any affirmative defenses regarding jurisdiction. However, nothing in this Agreement shall constitute a waiver of any member's right to contest the authority of the DEE to take any enforcement action against any member of the AltEn Facility Response Group, other than an action to enforce this Agreement. AltEn Facility Response Group and its members do not admit and retain the right to dispute any of the factual or legal statements or determinations made herein in any judicial or administrative proceeding, except in an action to enforce this Agreement. This Agreement shall not be admissible in any judicial or administrative proceeding against the AltEn Facility Response Group or any of its members, as proof of liability or an omission of any fact dealt with herein, except that it shall be admissible in an action to enforce this Agreement.
11. Remedial Action Plan. In accordance with Neb. Rev. Stat. § 81-15,184, AltEn Facility Response Group shall work expeditiously to provide to DEE a complete Remedial Action Plan (RAP) for the proposed project that conforms to all federal and state environmental standards and substantive requirements and that is subject to review and approval of the DEE. DEE approval

shall be void upon failure to comply with the approved RAP or willful submission of false, inaccurate, or misleading information by AltEn Facility Response Group. DEE shall not commence technical review, oversight, guidance, or other activities associated with the RAP until this Agreement is executed and AltEn Facility Response Group has submitted a complete RAP to the DEE. DEE may approve extensions of time as may be appropriate.

New information about the presence of land pollution or water pollution at the Site obtained after approval of the RAP may require additional remedial action. To respond to such pollution, AltEn Facility Response Group shall submit any subsequent work plans on a schedule agreed to by AltEn Facility Response Group and the DEE.

12. If AltEn Facility Response Group believes any such data or information is protected by a privilege, it will retain the data and information and notify the DEE of the nature of the document and the privilege claimed. AltEn Facility Response Group may also request that the DEE keep data or information contained in any submission confidential, pursuant to Title 115 - Rules of Practice and Procedure.

13. Upon receipt of the RAP, the DEE shall review and approve or disapprove the RAP and notify AltEn Facility Response Group of its decision in writing. If the RAP is disapproved, the notification shall state the reason for disapproval. DEE shall provide AltEn Facility Response Group an opportunity to resubmit the RAP.

If the DEE intends to approve the RAP, DEE shall issue a public notice of its intent pursuant to § 81-15,185 in a local newspaper of general circulation in the area affected and make the RAP available to the public. The public shall have thirty days from the date of publication during which any person may submit written comments to the DEE regarding the proposed remedial action. Such person may also request or petition the Director of Environment and Energy, in writing, for a hearing and state the nature of the issues to be raised. The Director shall hold a public hearing if the comments, request, or petition raise legal, policy, or discretionary questions of general application and significant public interest exists.

14. The DEE and its authorized representatives and contractors shall have access at all reasonable times to the Site and any related lands, to the extent access is controlled by or granted to AltEn Facility Response Group for the purpose of conducting technical review, oversight, guidance, or other activities associated with remedial action at the Site.
15. The AltEn Facility Response Group is not the current owner or operator of the Site and does not have a written access agreement executed with the owner of the Site at the time of submittal of this Agreement. If access to the Site is revoked or denied after this Agreement is entered, DEE may exercise its legal authority, including enforcement authority against any responsible party, to the extent allowed by law to assist in securing necessary Site access for the AltEn Facility Response Group to perform the activities that are the subject of this Agreement. The parties recognize that the inability to obtain access may limit the ability of the AltEn Facility Response Group to conduct the Work covered by this Agreement.
16. AltEn Facility Response Group shall notify the DEE as soon as practicable before any scheduled well drilling, installation of equipment, or sampling for the purpose of affording the DEE the opportunity to observe and collect split samples, if wanted. If either party is collecting samples, the other party or its authorized representative shall be allowed to take split samples of all samples collected.
17. In addition to any other obligation required by law, AltEn Facility Response Group shall notify the DEE as soon as practicable upon knowledge of any condition posing an immediate threat

to human health and welfare or the environment. In the event that any action or occurrence under this Agreement causes or threatens an emergency situation or presents an imminent threat to human health or welfare or the environment, AltEn Facility Response Group shall promptly take all appropriate action to prevent, abate, or minimize such emergency or imminent threat in accordance with applicable law. Nothing in this paragraph shall be deemed to limit the authority of the DEE or State of Nebraska to take, direct, or order all appropriate action to protect human health or welfare and the environment or to prevent, abate, respond to, or minimize an actual or threatened release from the Site regardless of whether a condition existed at the Site before, during, or after execution of this Agreement.

18. Unless otherwise directed by the DEE, AltEn Facility Response Group shall submit two copies of all documents required by this Agreement to the person identified below, who shall be DEE's contact for the Site and for all matters concerning this Agreement:

Thomas Buell
Nebraska Department of Environment and Energy
P.O. Box 98922 245
Fallbrook Blvd
Lincoln, NE 68509-8922
Phone: (402) 471-4270
Fax: (402) 471-2909
E-mail: Thomas.Buell@nebraska.gov

19. Unless otherwise directed, the contact for AltEn Facility Response Group for all matters concerning this Agreement shall be:

Mark Bowers, MS, CIH (**)
Senior Remediation Manager
Bayer U.S. LLC
Corporate Health, Safety & Environment
Remediation Management
5000 CentreGreen Way, Suite 400
Cary, NC 27513
Phone: (919) 762-6165
Mobile Phone: (919) 356-7293
E-mail: mark.bowers@bayer.com

(**) Mr. Bowers will serve as the initial contact until a Project Manager is engaged by the AltEn Facility Response Group at which time the Group will update DEE.

20. If the costs incurred by DEE exceed the initial deposit, an additional amount agreed upon by the DEE and AltEn Facility Response Group may be required prior to proceeding. The DEE shall prepare a summary of all DEE costs related to the Work under this Agreement and submit an invoice to AltEn Facility Response Group. Within thirty (30) days of receiving the invoice, AltEn Facility Response Group shall submit to the DEE a check payable to the "Department of Environment and Energy, State of Nebraska" for the amount of the invoice. AltEn Facility Response Group will not be released from their obligations under this Agreement until all DEE costs related to this Work under this Agreement are paid.
21. AltEn Facility Response Group or DEE may terminate this Agreement as provided in Neb. Rev. Stat. § 81-15,185.02.

22. The DEE will cease review of any submittals under this Agreement on the date it receives AltEn Facility Response Group's written notice of intent to terminate. The DEE will then prepare a summary of all costs and provide it to AltEn Facility Response Group. Once the DEE determines that AltEn Facility Response Group has fully complied with all the requirements set forth in Neb. Rev. Stat. § 81-15,185.02 the agreement shall be deemed terminated.

In accordance with Neb. Rev. Stat. § 81-15,185.02, DEE shall notify AltEn Facility Response Group in writing of its intention to terminate this Agreement and include the reason for termination. The DEE will also include a summary of all outstanding costs owed to the DEE. The DEE reserves the right to suspend this Agreement for any reason. The DEE will not consider any of the unapproved work performed during any suspension to be eligible for consideration under RAPMA.

23. This Agreement shall not be construed as an acceptance of liability by the State of Nebraska for activities conducted pursuant to RAPMA. AltEn Facility Response Group, who is proceeding under RAPMA shall indemnify and hold harmless the State of Nebraska for any further action required by the federal Environmental Protection Agency relating to land pollution or water pollution by the AltEn Facility Response Group.
24. This Agreement shall be governed and interpreted under the laws of the State of Nebraska. The powers conferred by the RAPMA shall be independent of and in addition and supplemental to any other provisions of the laws of the State of Nebraska with reference to the matters covered hereby, and the act shall be considered as a complete and independent act and not as amendatory of or limited by any other provision of the laws of the State of Nebraska.
25. This Agreement shall be binding on each party, its successors and assignees subject to the right of termination in Paragraphs 21 and 22. No change in the ownership or corporate or business status of any party, or of the Site shall alter any signatory's responsibilities under this Agreement.
26. By entering into this Agreement, the members of the AltEn Facility Response Group certify that, to the best of their knowledge and belief, they have fully and accurately disclosed to the DEE all material information known to them and to the best of its knowledge and belief, disclosed information in the possession or control of its officers, employees, contractors and agents which relates to the Work at the Site. This Agreement shall be null and void upon willful submission of false, inaccurate, or misleading information by the AltEn Facility Response Group.
27. This Agreement shall become effective upon execution by all parties and may only be modified or amended by an agreement in writing signed by all parties.
28. Signatures. The undersigned representatives of the parties certify that they are fully authorized to enter into the terms and conditions of this Agreement.

NEBRASKA DEPARTMENT OF
ENVIRONMENT AND ENERGY

Date: _____ By: _____

AltEn Facility Response Group

Member: AgReliant Genetics

Date: 06/07/2021

By: Paul Nsebel ~~[Signature]~~

President & CEO
Title

AltEn Facility Response Group

Member: Bayer U.S. LLC

Date: June 7, 2021

By:

 mms

L. Glen Kurowski, Head of Environmental
Protection & Remediation Management

Title

AltEn Facility Response Group

Member: Beck's Superior Hybrids, Inc.

Date: June 7, 2021

By:



CEO

Title

AltEn Facility Response Group

Member: Corteva Agriscience LLC

Date: June 8, 2021

By: *Patricia McGee*

Corporate Counsel
Title

AltEn Facility Response Group

Member: Syngenta Seeds, LLC

Date: 6/5/21


By: Melissa J. Duncan

V.P., General Counsel & Secretary
Title

AltEn Facility Response Group

Member: Winfield Solutions, LLC

Date: 6-8-2021

By: 

General Counsel and Secretary
Title

Attachment A

MEMBERS OF ALTEN FACILITY RESPONSE GROUP

The following are Members of the AltEn Facility Response Group:

AgReliant Genetics, LLC
Bayer U.S. LLC
Beck's Superior Hybrids, Inc.
Corteva Agriscience LLC
Syngenta Seeds, LLC
Winfield Solutions, LLC



Address: 11344 County Road 10, Mead NE
NDEQ ID: 84069
Program ID: NE0137634

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Feet

NEBRASKA
DEPT. OF ENVIRONMENT AND ENERGY

JW - February 2021



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NEBRASKA

DEPT. OF ENVIRONMENT AND ENERGY

JW - February 2021