

ENFORCEABLE BOARD AGREEMENT

This Enforceable Board Agreement is entered into by and among DuPont Dow Elastomers L.L.C. (DuPont Dow), the Louisville Metro Air Pollution Control District (the District), and the Louisville Metro Air Pollution Control Board (the Board).

WHEREAS, as a participant in the West Louisville Air Toxics Study (WLATS) risk assessment process, DuPont Dow has agreed to participate in voluntary measures to reduce chloroprene emissions consistent with the objectives of the WLATS Risk Management Plan; and

WHEREAS, DuPont Dow has already completed various projects in its voluntary emission reduction program, reducing chloroprene emissions by 15% from 2002 levels; and

WHEREAS, in conjunction with these efforts, DuPont Dow has agreed to implement additional voluntary measures pertaining to reduction of emissions of chloroprene at its Louisville facility;

NOW, THEREFORE, this Agreement reflects the commitment of DuPont Dow and the approval of the District and the Louisville Metro Air Pollution Control Board to implement an additional project and conduct ongoing evaluations as hereafter specified:

1. Project Description

DuPont Dow has reviewed and studied its operations to determine whether there are operating conditions, procedures, maintenance improvements, or new technology that could be implemented to further reduce chloroprene emissions. In accordance with these reviews and studies, DuPont Dow has undertaken or will undertake the projects indicated in Paragraphs 1 and 2.

Vapor Equalization-Emulsion Storage Tanks (Open Project)

DuPont Dow has proposed to install piping to connect (“equalize”) the vapor spaces of its three unstripped polymerized emulsion storage (“drop”) tanks.

The addition of this piping will reduce total annual chloroprene emissions from the filling and emptying of the drop tanks by an estimated 6%, in the same manner as the piping connecting the vapor spaces of the crude chloroprene storage tanks (described in Paragraph 2 below). Upon receipt of the District’s approval of DuPont Dow’s construction permit application, DuPont Dow will establish a schedule for completion of this project and place the new piping in service.

Upon implementation of this project, together with the other projects described in Paragraph 2 below, DuPont Dow projects total annual chloroprene estimated emissions will be reduced by more than 20% from 2002 levels.

2. **Project Explanations**

Process Piping Reconfiguration – DuPont Dow voluntarily completed the reconfiguration of process piping at each of its four monomer weigh tanks in November 2002, thereby reducing total annual chloroprene emissions by 10% (at year 2002 production rates) by permanently eliminating sections of piping that retained residual chloroprene after each use.

Vapor Equalization of Crude Chloroprene Storage Tanks – DuPont Dow voluntarily installed piping to connect (“equalize”) the vapor spaces of its three crude chloroprene storage tanks, and placed the piping in service in January 2004, thereby reducing total annual chloroprene emissions by an estimated 4% from changes in liquid level in the storage tanks caused by unloading operations and routine movement of the stored liquid from tank to tank. DuPont Dow shall request approval from the District if this piping needs to be taken out of service for safety reasons.

Nitrogen Pressure Reduction – DuPont Dow voluntarily modified an operating procedure in February 2004 to reduce the maximum pressure of nitrogen applied to its four monomer weigh tanks from 14 to 10 pounds per square inch gauge (psig), thereby reducing total annual chloroprene emissions by an estimated % by lowering the residual pressure that must be relieved from the monomer weigh tanks after each tank is emptied, in preparation for receiving the next batch of material.

3. **Verification and Reporting**

DuPont Dow shall submit quarterly reports to the District on the implementation status of the project identified in this Agreement. These reporting requirements will end when the project is certified as fully implemented. The reports shall be certified by a responsible official, as defined in Regulation 2.16 *Title V Operating Permits* section 1.35, at the facility. This certification shall include the statement, “Based on information and belief formed after reasonable inquiry, I certify that the statements and information in this document are true, accurate and complete.” The District reserves its right to inspect the facility as provided in applicable law to verify compliance with DuPont Dow’s commitments set forth in Paragraph 1.

4. **Effect on Permits**

Nothing in this Agreement affects, limits or waives any permitting requirement to which DuPont Dow is subject. If any of the measures that DuPont Dow has undertaken or will undertake in accordance with this Agreement are subject to any permit requirement under federal or state law or District regulations, such measures shall remain subject to such permitting requirements.

5. Legal Effect of the Agreement

DuPont Dow agrees to fully implement the project set forth in Paragraph 1 above.

Nothing in this Agreement shall constitute evidence of any admission of liability, law or fact, a waiver of any right or defense, or estoppel against the parties to this Agreement.

6. Reservation of Rights and Legal Remedies

Nothing in this Agreement affects, limits or waives the District's legal rights, remedies or causes of action based on statutes, regulations or permit conditions within the jurisdiction of the District, and DuPont Dow reserves its rights and defenses thereto. The District expressly reserves its right to seek enforcement of this Agreement or to take further action through administrative orders or other means at any time and to take any other action it deems necessary, including the right to order all necessary remedial measures and assess penalties for proven violations of applicable laws or regulations, and DuPont Dow reserves its defenses thereto.

Nothing in this Agreement affects, limits or waives DuPont Dow's legal rights, including DuPont Dow's right to administrative or judicial review of any action by the District.

7. Unavoidable Delay

If DuPont Dow's performance of its obligations under this Agreement is delayed or prevented by any event arising from causes beyond DuPont Dow's control, DuPont Dow will inform the District in writing within seven days after it becomes aware of any such event. The written notification to the District shall include: (1) the reason for the delay or prevention of performance; (2) the anticipated duration; (3) all actions taken to prevent or minimize the delay or prevention of performance; (4) an explanation of why the delay or prevention of performance was unavoidable; (5) the steps DuPont Dow will take to ensure that the performance of its obligations under this Agreement will be reinstated as early as practicable after cessation of the event causing the unavoidable delay; and (6) in the event of prevention of performance, a schedule for proposing an alternative project for reducing chloroprene emissions.

8. Amendments or Modifications

No modification or amendment to the terms or conditions of this Agreement shall be effective until reduced to writing and executed by DuPont Dow, the District and the Board.

Agreed to by:

DUPONT DOW ELASTOMERS L.L.C.

By: _____
Robert F. Singleton, Unit Manager

Date: _____

Approved:

**LOUISVILLE METRO AIR POLLUTION
CONTROL BOARD**

Dr. Karen Cassidy, Chair

Date: _____

**LOUISVILLE METRO AIR POLLUTION
CONTROL DISTRICT**

Arthur L. Williams, Director

Date: _____