

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

In The Matter Of:

United States Steel Corporation	:	Violations of The Clean Streams Law
Mon Valley Works Irvin Plant	:	
West Mifflin	:	
Allegheny County	:	

CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement is entered into this 20th day of November 2025, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department") and United States Steel Corporation ("U. S. Steel").

A. The Department is the agency of the Commonwealth with the duty and authority to administer and enforce The Clean Streams Law, Act of June 22, 1937, P.L. 1987, *as amended* 35 P.S. §§ 691.1-691.1001 ("The Clean Streams Law"); the Solid Waste Management Act, Act of July 7, 1980, P.L., 380 *as amended*, 35 P.S. §§ 6018.101 – 6018.1002 ("SWMA"); Section 1917-A of the Administrative Code, the Act of April 9, 1929, P.L. 177, *as amended* ("Administrative Code"), 71 P.S. § 510-17A; and the regulations promulgated thereunder ("Regulations").

B. U. S. Steel is a Delaware Corporation qualified to do business in Pennsylvania with a *mailing* address of 600 Grant Street, Pittsburgh, PA 15219. U. S. Steel owns and operates the Mon Valley Works Irvin Plant, which is a steel finishing facility with treatment operations consisting of: a hot strip mill, acid pickling, cold forming and galvanizing ("Facility"). The Facility is located at 1 Camp Hollow Road, West Mifflin, Allegheny County, Pennsylvania, 15122.

C. The Facility stores and utilizes substantial quantities of lubricating oils and greases ("Oil and Grease") in the course of its normal operations. The Oil and Grease reduces friction,

reduces wear and tear to mechanical components and reduces heat transfer, which allows the steel to be rolled more easily and to a thinner thickness.

NPDES Permit

D. All dischargers of industrial waste must first obtain a permit from the Department to discharge industrial waste in any manner, directly or indirectly, into waters of the Commonwealth pursuant to Sections 301 and 307 of The Clean Streams Law, 35 P.S. §§ 691.301 and 691.307.

E. Pursuant to Section 92a.1(b) of the Regulations, 25 Pa. Code § 92a.1(b), a person may not discharge pollutants from a point source into surface waters of the Commonwealth except as authorized by a National Pollutant Discharge Elimination System (“NPDES”) permit.

F. Pursuant to Section 92a.9 of the Regulations, 25 Pa. Code § 92a.9, an NPDES permit is the discharge permit for purposes of Section 301 and 307 of The Clean Streams Law, 35 P.S. §§ 691.301 and 691.307.

G. On July 6, 2005, the Department renewed NPDES Permit No. PA0004073 (“2005 NPDES Permit”) authorizing U. S. Steel to discharge treated wastewater, contact cooling waters, non-contact cooling waters, and stormwaters. These waters are all classified as “industrial waste(s)” as that term is defined by Section 1 of The Clean Streams Law, 35 P.S. § 691.1. The facility discharges from Outfalls 001, 002, 003, 004, and 005 to the Monongahela River at the approximate location of River Mile 17.5. The Monongahela River is classified as a Warm Water Fishery (“WWF”), as defined by Section 93.3 of the Departments regulations, 25 Pa Code § 93.3. The Monongahela River is a “water of the Commonwealth” as that term is defined by Section 1 of The Clean Streams Law, 35 P.S. § 691.1. A Facility map is included as Exhibit A, which is attached hereto and fully incorporated by reference.

H. On June 30, 2025, the Department renewed NPDES Permit No. PA0004073 ("2025 NPDES Permit") authorizing U. S. Steel to discharge treated wastewater, contact cooling waters, non-contact cooling waters, and stormwaters. The 2025 NPDES Permit includes additional monitoring requirements for Oil and Grease from Outfall 001 and Outfall 003.

Incidents

I. On August 15, 2022, the Department investigated a complaint of a sheen on the Monongahela River at approximately River Mile Marker 18. The Department conducted an inspection of the Facility and observed a sheen and determined that U. S. Steel discharged wastewater contaminated with oil from the Facility to the Monongahela River.

J. On May 10, 2023, the Department conducted a routine inspection of the Facility and observed a sheen within the Facility's storm water infrastructure and at Outfall 003. The Department determined that U. S. Steel discharged wastewater contaminated with oil from the Facility's Outfall 003 to the Monongahela River.

K. On August 14, 2023, the Department investigated a complaint of a sheen on the Monongahela River at approximately River Mile Marker 18. As there is currently no infrastructure to easily access Outfalls 001 and 003 at the river from the Facility, the Department boarded a boat to observe the Facility's outfalls. During the boat investigation, the Department determined that U. S. Steel discharged wastewater contaminated with oil from the Facility's Outfall 003 to the Monongahela River.

L. On October 16, 2023, the Department investigated a complaint of a sheen on the Monongahela River at approximate River Mile Marker 18. The Department boarded a boat to observe the Facility's outfalls and determined that U. S. Steel discharged wastewater contaminated

with oil from the Facility's Outfall 003 to the Monongahela River. The sheen extended approximately 1.5 miles downstream.

M. On October 18, 2023, the Department investigated a complaint of a sheen on the Monongahela River at approximate River Mile Marker 18. The Department conducted an inspection of the Facility and observed a sheen and determined that U. S. Steel discharged wastewater contaminated with oil from the Facility's Outfall 003 to the Monongahela River.

N. On October 18, 2023, the Department issued an Order to U. S. Steel ("2023 Order"). The 2023 Order is attached hereto as Exhibit B. The 2023 Order required, among other things, U. S. Steel to place a hard boom around Outfall 003 and place absorbents during sheen events.

O. On December 15, 2023, the Department investigated a complaint of a fifty-foot-wide sheen at River Mile Marker 17. The Department observed a sheen emanating from Outfall 001 and escaping from the hard containment boom. The Department determined that U. S. Steel discharged wastewater contaminated with oil from the Facility's Outfall 001 to the Monongahela River. The Department advised the Facility to correct the placement of the hard boom to prevent any sheen from escaping the boom.

P. On October 10, 2024, the Department investigated a complaint of a sheen discharging from the Facility's Outfall 001. The Department boarded a boat and observed a sheen discharging from Outfall 001 and escaping from the hard containment boom. The sheen had a characteristic hydraulic oil odor and the boat was coated in oil. The sheen extended approximately 1.3 miles downstream. During the boat investigation, the Department determined that U. S. Steel discharged wastewater contaminated with oil from the Facility's Outfall 001 to the Monongahela River.

Q. On October 15, 2024, the Department inspected the Facility's Outfall 001 to ascertain if a sheen was still present from the October 10, 2024, sheen event. The Department verified that there was still a sheen discharging from Outfall 001 and escaping from the hard containment boom. The Department determined that U. S. Steel discharged wastewater contaminated with oil from the Facility's Outfall 001 to the Monongahela River. The Department advised the Facility to correct the placement of the hard boom to prevent sheen escape.

R. On April 29, 2025, the Department investigated a complaint of a sheen discharging from the Facility's Outfall 001. The Department observed a sheen discharging from IMP 301 to Outfall 001 escaping from the hard containment boom. The Department determined that U.S. Steel discharged wastewater contaminated with oil from the Facility's Outfall 001 to the Monongahela River. The Department advised the Facility to correct the placement of the hard boom to prevent sheen escape.

S. As of the date of execution of this Consent Order and Agreement, U. S. Steel continues to operate and maintain the hard booms placed at Outfalls 001 and 003 on the Monongahela River.

Unauthorized Discharge

T. The wastewater containing Oil and Grease that was discharged into the waters of the Commonwealth, as described in Paragraphs I, J, K, L, M, N, O, P, Q, and R, above, constitutes "industrial waste" and "pollution" as defined by Section 1 of The Clean Streams Law, 35 P.S. § 691.1, and "pollutants" as that term is defined by Section 91.1 of the Regulations, 25 Pa. Code § 91.1.

U. Oil leaked, spilled, or disposed at the Facility as described in Paragraph I, J, K, L, M, N, O, P, Q, and R, above, is a pollutant as defined by Section 91.1 of the Regulations, 25 Pa.

Code § 91.1; an industrial waste, as defined in Section 1 of the Clean Streams Law, 35 P.S. § 691.1; and a residual waste and a solid waste, as those terms are defined in Section 103 of the SWMA, 35 P.S. § 6018.103.

V. Section 95.2(2)(i) of the Regulations, 25 Pa. Code § 95.2(2)(i) provides that oil-bearing wastewater shall at no time cause a film or sheen upon or discoloration of the waters of the Commonwealth or adjoining shoreline.

W. Section 93.6(b) of the Regulations, 25 Pa. Code § 93.6(b) states that in addition to other substances listed within or addressed by this chapter, specific substances to be controlled include, but are not limited to, floating materials, oils, grease, scum and substances which produce color, tastes, odors, turbidity or settle to form deposits.

X. As a result of leaks, spills and disposal activities occurring at the Facility, as described in Paragraphs I, J, K, L, M, N, O, P, Q, and R, above, U. S. Steel has caused and allowed oil, a pollutant, from the Facility to discharge into waters of the Commonwealth, resulting in a visible sheen on the Monongahela River.

Y. U. S. Steel's activities resulting in a sheen on the Monongahela River, as described in Paragraphs I, J, K, L, M, N, O, P, Q, and R, above, violated Section 95.2(2)(i) of the Regulations, 25 Pa. Code § 95.2(2)(i); and constitutes unlawful conduct pursuant to Section 611 of The Clean Streams Law, 35 P.S. § 691.611.

Z. All dischargers of industrial waste must first obtain a permit from the Department to discharge industrial waste in any manner, directly or indirectly, into waters of the Commonwealth, pursuant to Sections 301 and 307 of The Clean Streams Law, 35 P.S. §§ 691.301 and 691.307.

AA. U. S. Steel's discharge of Oil and Grease causing a visible sheen to the waters of the Commonwealth, as described in Paragraphs I, J, K, L, M, N, O, P, Q, and R, above, was not authorized by the 2005 NPDES Permit.

BB. U. S. Steel's periodic discharge of Oil and Grease, an industrial waste, from the Facility to the Monongahela River, as described in Paragraphs I, J, K, L, M, N, O, P, Q, and R, above, constitutes violations of Sections 93.6 and 95.2 of the regulations, 25 Pa. Code §§ 93.6 and 95.2, and Section 401 of The Clean Streams Law, 35 P.S. § 691.401; constitutes statutory nuisances pursuant to Sections 301, 307, 401 and 402 of The Clean Streams Law, 35 P.S. §§ 691.3, 691.307, 691.401 and 691.402; constitutes unlawful conduct under Section 611 of The Clean Streams Law, 35 P.S. § 691.611; and subjects U. S. Steel to civil penalty liability under Section 605 of The Clean Streams Law, 35 P.S. § 691.605.

CC. U. S. Steel's failure to take the necessary measures to prevent the unauthorized discharge of a sheen to a water of the Commonwealth, as described in Paragraphs I, J, K, L, M, N, O, P, Q, and R, above, constitutes violations of Section 91.34(a) of the Regulations, 25 Pa. Code § 91.34(a).

DD. U. S. Steel's unpermitted discharge of Oil and Grease to the Monongahela River, as described in Paragraphs I, J, K, L, M, N, O, P, Q, and R, above, constitute the unauthorized discharge of industrial waste in violation of Sections 301, 307, and 401 of The Clean Streams Law, 35 P.S. §§ 691.301, 691.307 and 691.401. These violations constitute statutory nuisances pursuant to Sections 301, 307 and 401 of The Clean Streams Law, 35 P.S. §§ 691.301, 691.307 and 691.401 and unlawful conduct pursuant to Section 611 of the Clean Streams Law, 35 P.S. § 691.611.

EE. U. S. Steel's failure to take necessary measures to prevent pollutants from reaching waters of the Commonwealth, as described in Paragraphs I, J, K, L, M, N, O, P, Q, and R, above,

violated Sections 91.34 and 93.6 of the Regulations, 25 Pa. Code §§ 91.34 and 93.6 and Section 401 of The Clean Streams Law, 35 P.S. § 691.401; constitutes statutory nuisances pursuant to Sections 3, 202, 307, 401 and 402 of The Clean Streams Law, 35 P.S. §§ 691.3, 691.202, 691.307, 691.401 and 691.402; and constitutes unlawful conduct pursuant to Section 611 of The Clean Streams Law, 35 P.S. § 691.611.

Order

After full and complete negotiation of all matters set forth in this Consent Order and Agreement and upon mutual exchange of covenants contained herein, the parties desiring to avoid litigation and intending to be legally bound, it is hereby ORDERED by the Department and AGREED to by U. S. Steel as follows:

1. **Authority.** This Consent Order and Agreement is an Order of the Department authorized and issued pursuant to Sections 5, 301, 601, and 307 of The Clean Streams Law, 35 P.S. §§ 691.5, 691.301 and 691.307; and Section 1917-A of the Administrative Code, 71 P.S. § 510-17.

2. **Findings.**

a. In any matter or proceeding between U. S. Steel and the Department, U. S. Steel shall not challenge or deny the Department's assertion of the truth, accuracy, or validity of Paragraphs A through EE, above.

b. The parties do not authorize any other persons to use the findings in this Consent Order and Agreement in any matter or proceeding.

3. **2023 Order.** The obligations of this Consent Order and Agreement supersede the obligations, but not the Findings of the 2023 Order.

4. **Sheen.** For this Consent Order and Agreement, "Sheen" shall mean an unauthorized oil or grease film with an iridescent appearance upon the surface of the water that does not rapidly dissipate.

5. **Inspecting and Maintaining Outfalls.**

a. Beginning upon execution of the Consent Order and Agreement and continuing until its termination, U. S. Steel shall maintain hard booms at Outfall 001 and Outfall 003.

b. Beginning upon execution of the Consent Order and Agreement and continuing until its termination, U. S. Steel shall conduct daily inspections either physically observed or via remote camera (capable of observing a Sheen on the water or shore) at Outfall 001.

c. Beginning upon execution of the Consent Order and Agreement and continuing until safe access is established or live camera feed is installed at both outfalls, U. S. Steel shall conduct once a week inspections via boat at Outfall 001 and 003, as long as the river is safely navigable.

d. Beginning when safe access is completed or live camera feed is installed and continuing until the termination of this Consent Order and Agreement, U. S. Steel shall conduct daily inspections at Outfall 003.

e. Beginning upon execution of the Consent Order and Agreement and continuing until its termination, U. S. Steel shall conduct daily inspections at all internal monitoring points specified in its NPDES Permit, specifically Internal Monitoring Points 101, 201, 301, 601, and 701 ("Internal Monitoring Points").

f. Within ninety (90) days of execution of the Consent Order and Agreement, U. S. Steel will provide safe access to Outfall 001. This will include a pull off area large enough for a motor vehicle and pedestrian access to Outfall 001.

g. If U. S. Steel observes a sheen at Outfall 001 or Outfall 003 while conducting daily inspections, or is notified of such sheen by the Department, U. S. Steel shall either vacuum the sheen or deploy absorbent booms in addition to the hard boom, to fully mitigate the sheen.

h. If U. S. Steel observes a sheen at Outfall 001 or Outfall 003 while conducting daily inspections, or is notified of such sheen by the Department, U. S. Steel shall collect an oil and grease grab sample from the relevant Outfall and have it analyzed as per current NPDES Permit methods for Oil and Grease.

i. If U. S. Steel observes a sheen at Outfall 001 or Outfall 003 while conducting daily inspections, U. S. Steel shall notify the Department by calling 412-442-4000 within four (4) hours and shall provide a written report in accordance with Paragraph 19 to the Department within ten (10) days.

j. If U. S. Steel observes a sheen at Outfall 001 or Outfall 003 while conducting daily inspections, or is notified of such sheen by the Department, U. S. Steel shall to the extent possible explore finding the source of the sheen from the Facility.

k. Daily inspections shall be logged ("Inspection Log") at the Facility and kept in the Facility's files until the Consent Order and Agreement terminates. The Inspection Log shall record the observer's name, date, time, Outfall number (001 or 003), containment boom condition, the presence or absence of oil or oil sheen, whether sheen is observed escaping the containment boom, and the efforts U.S. Steel took to mitigate the sheen.

1. Inspection Logs shall be available for the Department's review upon request.

6. **Outfall Monitoring Plan.**

a. Within ninety (90) days of execution of the Consent Order and Agreement, U. S. Steel shall submit to the Department, for its review and approval, an Outfall Monitoring Plan.

b. The Outfall Monitoring Plan shall include, but not be limited to:

i. Installation of a live-feed video camera and a Remote Optical Watcher (ROW) that can identify possible oil presence at the Wet Well, situated near Outfall 003.

ii. Installation of a live-feed video camera at Outfall 001.

iii. Installation of containment boom anchoring points at Outfall 001 to mitigate changing river levels.

iv. Installation of containment boom anchoring points at Outfall 003 to mitigate changing river levels.

v. A listing of any known permits or authorizations that may be needed for the completion of the Outfall Monitoring Plan, and

vi. A schedule to complete the Outfall Monitoring Plan. The implementation of the plan shall be completed as per the approved schedule and after receiving all required permits and authorizations.

7. **Oil and Grease Source Investigation.**

a. Within three (3) months of the execution of this Consent Order and Agreement, U. S. Steel shall submit a plan to conduct a comprehensive Oil and Grease Source

Investigation. The Department shall review and respond in accordance with Paragraph 11. The Oil and Grease Source Investigation Plan shall include, but not be limited to, the following:

- i. Reviewing historical mapping of the Facility to ascertain locations of potential legacy oil storage tanks or pits.
- ii. Identifying each operating area where Oil or Grease is used at the Facility that may be released to the storm sewer system.
- iii. Implementing a Standard Operating Procedure ("SOP") for each operating area of the facility. The SOP will include: the inspection of key conveyances, operation and maintenance of remote monitoring (if applicable), actions to be taken if sheen is observed and physical inspection of the operating areas at the Facility, as well as the training of personnel to implement the SOP. The SOP(s) will outline steps to be taken in emergencies, spills, or sheen identification at the Outfalls. U. S. Steel shall comply with the SOP(s). U.S. Steel shall provide the Department with a copy of the SOP(s) within thirty (30) days of implementing the SOP(s).
- iv. Identifying the drainage area and potential sources of Oil and Grease to each storm water Outfall at the Facility.
- v. Update Irvin Plant drawing to include all floor drains, catch basins and conveyance lines that lead to Outfalls 001 and Outfall 003. The drawing will be field verified as well as cross referenced with existing drawings. Dye testing and camera inspections will be utilized as needed.
- vi. Identifying and, where practicable, painting red floor drains and catch basins that discharge directly to a Water of the Commonwealth without treatment.

vii. Reviewing precipitation data and Monongahela River velocity and elevational data to assess if there is a correlation to heavy or sustained rain events or high river or elevational events and discharges of a sheen on the Monongahela River, and if a correlation is found then evaluating appropriate actions which may address discharges of a sheen to include in the Mitigation Plan.

viii. Conduct a feasibility evaluation for installing an Oil and Grease separator or similar for Outfall 001 and Outfall 003.

8. **Mitigation Plan.**

a. U. S. Steel shall take all actions necessary to address unauthorized discharges of Oil and Grease causing sheen from the Facility. To this end, and without limitation, within ninety (90) days of completing the Oil and Grease Source Investigation, U. S. Steel shall submit to the Department for review and approval a Mitigation Plan and Schedule ("Mitigation Plan"), designed to mitigate any potential unauthorized discharges of Oil and Grease causing a sheen at Outfall 001 or Outfall 003 to the Monongahela River. The Mitigation plan shall include the findings from the investigations identified in Paragraph 7 above. The Mitigation Plan shall be submitted in accordance with Paragraph 21.

b. The Mitigation Plan shall include the results of the Oil and Grease Source Investigation in Paragraph 7, above.

c. The Mitigation Plan shall include technologies and/or procedures U. S. Steel intends to implement at the Facility to mitigate any potential discharge of Oil and Grease causing a sheen on the Monongahela River.

d. The Mitigation Plan shall include a list of all permits or authorizations that may be required to implement the Mitigation Plan.

e. The Mitigation Plan shall include a detailed schedule to implement the Mitigation Plan.

f. Following its review of the Mitigation Plan, the Department will notify U. S. Steel in writing of any deficiencies and/or if any of the proposed changes or upgrades to the Facility will require a Water Quality Management Part II Permit Application ("WQM Permit Application") prior to implementation. If required by the Department, a WQM Permit Application must be submitted within one hundred eighty (180) days of the Department's approval of the Mitigation Plan.

g. Within sixty (60) days of completion of the remedial work set forth in the Mitigation Plan, U. S. Steel shall submit in accordance with Paragraph 19 a completion report for approval by the Department. The completion report shall explain all of the work completed under the Mitigation Plan.

9. **Plan to Eliminate Remaining Sheens.** U. S. Steel shall take all actions necessary to mitigate unauthorized discharges of any sheen from the Facility. If there are any sheens observed by U.S. Steel or the Department at Outfalls 001 or 003 within twelve (12) months of completion of the Mitigation Plan, U. S. Steel shall submit to the Department within ninety (90) days of the observed sheen, for its review and approval, a complete and accurate plan and schedule consistent with all applicable statutes and regulations to prevent the reoccurrence of any sheens discharged from U. S. Steel's Facility. Upon review, the Department may approve the plan or approve the plan with modifications, after which U.S. Steel shall implement the plan and schedule to eliminate all sheens discharging from the Facility.

10. **Progress Reports.** U. S. Steel shall submit written "Progress Reports" to the Department until termination of this Consent Order and Agreement. The Progress Reports shall be

quarterly starting with the first complete quarter following effective date of the agreement (due on the 28th of, April, July, October, and January) and shall describe the actions U. S. Steel has taken in the previous quarter to comply with the requirements set forth in this Consent Order and Agreement. U. S. Steel shall submit each Progress Report electronically via the Department's Public Upload tool at:

<https://greenport.pa.gov/ePermitPublicAccess/PublicSubmission/ValidatePublicSubmission>

The Progress Reports shall be addressed in accordance with Paragraph 21 below, and include, but not be limited to:

a. A description of the actions, including inspecting, sampling and monitoring, that have been taken toward achieving compliance with this Consent Order and Agreement. This shall include an updated summary reflecting the work accomplished to date, until the work required by this Consent Order and Agreement is completed.

b. A description of all activities planned for the next reporting period.

c. A description of any problems or delays encountered or anticipated regarding the performance of the activities required by this Consent Order and Agreement.

d. A summary of the Inspection Log detailed in Paragraph 5.k.

11. **Submission of Documents.** With regard to any document that U. S. Steel is required to submit pursuant to this Consent Order and Agreement, the Department may review the document and may approve or disapprove the document, or any portion thereof, in writing within forty-five (45) days. If the document, or any portion thereof, is disapproved by the Department, U. S. Steel shall submit a revised document to the Department that addresses the Department's concerns within thirty (30) days unless otherwise specified by the Department. Upon approval by the Department, the document, including any Department-approved implementation schedules,

shall become a part of this Consent Order and Agreement for all purposes and shall be enforceable as such.

12. **Incorporation of Approved Plans and Schedules.** All plans and schedules required by this Consent Order and Agreement and approved by the Department are incorporated herein as obligations of this Consent Order and Agreement. U. S. Steel shall comply with all approved plans in accordance with their approved schedules, including but not limited to its application for and diligent pursuit of all permits required to complete the activities contemplated by such plans.

13. **Civil Penalty Settlement.** U. S. Steel consents to the assessment of a civil penalty of ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$135,000.00), which shall be paid in full upon execution of this Consent Order and Agreement. This payment is in settlement of the Department's claim for civil penalties for the violations set forth in Paragraphs T through EE, above, and any additional violations related to sheens from the Facility's outfalls covering the period from August 14, 2022, to final execution of this Consent Order. The payment shall be made payable to "Commonwealth of Pennsylvania and sent to the attention of Compliance Specialist, Clean Water Program, Department of Environmental Protection, 400 Waterfront Drive, Pittsburgh, PA 15222-4739.

14. **Stipulated Penalties.**

a. In the event U. S. Steel fails to comply in a timely manner with any term or provision of this Consent Order and Agreement, U. S. Steel shall be in violation of this Consent Order and Agreement and, in addition to other applicable remedies, shall pay a civil penalty of ONE THOUSAND DOLLARS (\$1,000.00) per day, per violation.

b. From the execution of this Consent Order and Agreement and continuing until submittal of the Mitigation Plan completion report, in the event U. S. Steel allows any sheens to escape from Outfall 001, Outfall 003, or another Irvin-associated outfall on the Monongahela River, a stipulated civil penalty payment will be due of SEVEN HUNDRED FIFTY DOLLARS (\$750.00) per day per violation. If U. S. Steel disagrees with the Department's sheen determination, U. S. Steel can pursue dispute resolution as outlined in this Consent Order and Agreement for this stipulated penalty.

c. Following submittal of the Mitigation Plan completion report and continuing until the termination of this Consent Order and Agreement, in the event U. S. Steel allows any sheens to escape from Outfall 001, Outfall 003, or another Irvin-associated outfall on the Monongahela River, a stipulated civil penalty payment will be due of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) per day per violation. If U. S. Steel disagrees with the Department's sheen determination, U. S. Steel can pursue dispute resolution as outlined in this Consent Order and Agreement for this stipulated penalty.

d. Any payment under this paragraph shall neither waive U. S. Steel's duty to meet its obligations under this Consent Order and Agreement nor preclude the Department from commencing an action to compel U. S. Steel's compliance with the terms and conditions of this Consent Order and Agreement. The payment only resolves U. S. Steel's liability for civil penalties arising from the violations of this Consent Order and Agreement for which the payment is made.

e. Stipulated civil penalties shall be due automatically and without notice.

f. Stipulated civil penalties shall be payable on or before the fifteenth day of the succeeding month. Payment shall be made payable to the "Commonwealth of Pennsylvania,

Clean Water Fund” and shall be sent to Compliance Specialist, Clean Water Program, DEP, 400 Waterfront Drive, Pittsburgh, PA 15222-4739.

15. **Additional Remedies.**

a. In the event U. S. Steel fails to comply with any provision of this Consent Order and Agreement, the Department may, in addition to the remedies prescribed herein, pursue any remedy available for a violation of an order of the Department, including an action to enforce this Consent Order and Agreement.

b. The remedies provided by this paragraph and Paragraph 14 (Stipulated Penalties) are cumulative and the exercise of one does not preclude the exercise of any other. The failure of the Department to pursue any remedy shall not be deemed to be a waiver of that remedy. The payment of a stipulated penalty, however, shall preclude any further assessment of civil penalties for the violation for which the stipulated penalty is paid.

16. **Reservation of Rights.** The Department reserves the right to require additional measures to achieve compliance with applicable law. U. S. Steel reserves the right to challenge any action which the Department may take to require those measures.

17. **Liability of Operator.** U. S. Steel shall be liable for any violations of the Consent Order and Agreement, including those caused by, contributed to, or allowed by its officers, agents, employees, or contractors. Except as provided in Paragraph 20.c, U. S. Steel also shall be liable for any violation of this Consent Order and Agreement caused by, contributed to, or allowed by its successors and assigns.

18. **Force Majeure.**

a. In the event that U. S. Steel is prevented from complying in a timely manner with any time limit imposed in this Consent Order and Agreement solely because of a strike, fire,

flood, act of God, or other circumstance beyond U. S. Steel's control and which U. S. Steel, by the exercise of all reasonable diligence, is unable to prevent, then U. S. Steel may petition the Department for an extension of time. An increase in the cost of performing the obligations set forth in this Consent Order and Agreement shall not constitute circumstances beyond U. S. Steel's control. U. S. Steel's economic inability to comply with any of the obligations of this Consent Order and Agreement shall not be grounds for any extension of time.

b. U. S. Steel shall only be entitled to the benefits of this paragraph if it notifies the Department within five (5) working days by telephone and within ten (10) working days in writing of the date it becomes aware or reasonably should have become aware of the event impeding performance. The written submission shall include all necessary documentation, as well as an affidavit from an authorized individual specifying the reasons for the delay, the expected duration of the delay, and the efforts which have been made and are being made by U. S. Steel to mitigate the effects of the event and to minimize the length of the delay. The initial written submission may be supplemented within ten (10) working days of its submission. U. S. Steel's failure to comply with the requirements of this paragraph specifically and in a timely fashion shall render this paragraph null and of no effect as to the particular incident involved.

c. The Department will decide whether to grant all or part of the extension requested on the basis of all documentation submitted by U. S. Steel and other information available to the Department. In any subsequent litigation, the U. S. Steel shall have the burden of proving that the Department's refusal to grant the requested extension was an abuse of discretion based upon the information then available to it.

19. **Dispute Resolution.**

a. U. S. Steel may initiate dispute resolution under this paragraph, in response to any action required of U. S. Steel under Paragraph 14 (Stipulated Penalties).

b. To initiate dispute resolution, U. S. Steel shall provide written notice to the Department within ten (10) days of the decision in dispute. U. S. Steel shall have an additional ten (10) days to provide the Department with a written list of objections to the decision in dispute, the relevant facts, analysis and opinions and other supporting data ("Statement of Position"). The Department shall have twenty (20) days to provide its Statement of Position.

c. Within the twenty (20) day period following receipt of the Department's Statement of Position, the Clean Water Program Manager and representatives from U. S. Steel shall confer in an attempt to resolve the dispute. In the event the parties are unable to resolve the dispute within this period, the Statements of Position shall be provided to the Department's Assistant Regional Director to issue a final decision resolving the dispute.

d. During the pendency of the dispute resolution procedures set forth in Subparagraphs b. and c., any obligation to pay stipulated penalties under this Consent Order and Agreement which is the subject of such dispute shall be postponed for a period of time not to exceed the actual time taken to resolve the dispute pursuant to Subparagraphs b. and c. or as otherwise agreed by the parties. All other obligations and activities shall be completed in accordance with the terms of this Consent Order and Agreement.

e. Any time period for dispute resolution set forth herein may be extended by written agreement of the parties.

20. **Transfer.**

a. The duties and obligations under this Consent Order and Agreement shall not be modified, diminished, terminated or otherwise altered by the transfer of any legal or equitable interest in U. S. Steel's Facility or any part thereof.

b. If U. S. Steel intends to transfer any legal or equitable interest in the U. S. Steel's Facility affected by this Consent Order and Agreement, U. S. Steel shall serve a copy of this Consent Order and Agreement upon the prospective transferee of the legal or equitable interest at least thirty (30) days prior to the contemplated transfer and shall simultaneously inform the Department of such intent.

c. The Department, in its sole discretion, may agree to modify or terminate U. S. Steel's duties and obligations under this Consent Order and Agreement upon transfer of its Facility. U. S. Steel waives any right that it may have to challenge the Department's decision in this regard.

21. **Correspondence with Department.** All correspondence with the Department concerning this Consent Order and Agreement shall be addressed to:

Compliance Specialist
Clean Water Program
Department of Environmental Protection
400 Waterfront Drive
Pittsburgh, PA 15222-4739
Phone: (412) 442-4000

All written correspondence shall be submitted via the Department's Public Upload tool at:

<https://greenport.pa.gov/ePermitPublicAccess/PublicSubmission/ValidatePublicSubmission>.

22. **Correspondence with U. S. Steel.** All correspondence with U. S. Steel concerning this Consent Order and Agreement shall be addressed to:

Environmental Engineer
U. S. Steel Corporation
P.O. Box 878
Dravosburg, PA 15034
Email: uss_irv_fair_env@uss.com
Phone: (412) 675-7382

U. S. Steel shall notify the Department whenever there is a change in the contact person's name, title, address, telephone number or email. U. S. Steel agrees that service of any notice or any legal process for any purpose under this Consent Order and Agreement, including its enforcement, may be made electronically by email to the above email address or by mailing a copy by first class mail to the addresses above.

23. **Severability.** The paragraphs of this Consent Order and Agreement shall be severable and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties.

24. **Entire Agreement.** This Consent Order and Agreement shall constitute the entire integrated agreement of the parties. No prior or contemporaneous communications or prior drafts shall be relevant or admissible for purposes of determining the meaning or extent of any provisions herein in any litigation or any other proceeding.

25. **Attorney Fees.** The parties shall bear their respective attorney fees, expenses and other costs in the prosecution or defense of this matter or any related matters, arising prior to execution of this Consent Order and Agreement.

26. **Modifications.** No changes, additions, modifications, or amendments of this Consent Order and Agreement shall be effective unless they are set out in writing and signed by the parties hereto.

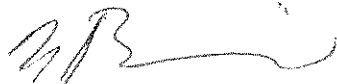
27. **Titles.** A title used at the beginning of any paragraph of this Consent Order and Agreement may be used to aid in the construction of that paragraph but shall not be treated as controlling.

28. **Termination.** This Consent Order and Agreement shall terminate when the Department determines in writing that U. S. Steel has complied with all requirements of this Consent Order and Agreement, including payment of any penalties due, or such other time as the Department determines in writing that termination is in the best interest of human health or the environment. U. S. Steel may request termination of this Consent Order and Agreement at any time at least 12 months after completion of the Mitigation Plan, provided U. S. Steel has completed the Plan to Eliminate Remaining Sheens, if required, and all stipulated penalties then due have been paid. The Department shall make a determination in writing on the termination request in a reasonable timeframe.

29. **Execution of Agreement.** This Consent Order and Agreement may be signed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Consent Order and Agreement to be executed by their duly authorized representatives. The undersigned representatives of U. S. Steel certify under penalty of law, as provided by 18 Pa. C.S. § 4904, that they are authorized to execute this Consent Order and Agreement on behalf of U. S. Steel; that U. S. Steel consents to the entry of this Consent Order and Agreement as a final ORDER of the Department; and that U. S. Steel hereby knowingly waives its right to appeal this Consent Order and Agreement and to challenge its content or validity, which rights may be available under Section 4 of the Environmental Hearing Board Act, Act of July 13, 1988, P.L. 530, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa. C.S. § 103(a) and Chapters 5A and 7A; or any other provisions of law. Signature by U. S. Steel's attorney certifies only that the agreement has been signed after consulting with counsel.

FOR UNITED STATES STEEL CORPORATION:



Name: KURT BARSNICK
President or Vice President

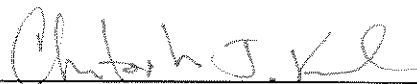


Scotland Duncan
Corporate Secretary

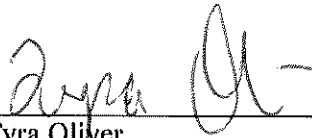


Vanessa Dittman
Attorney for U. S. Steel

FOR THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION:



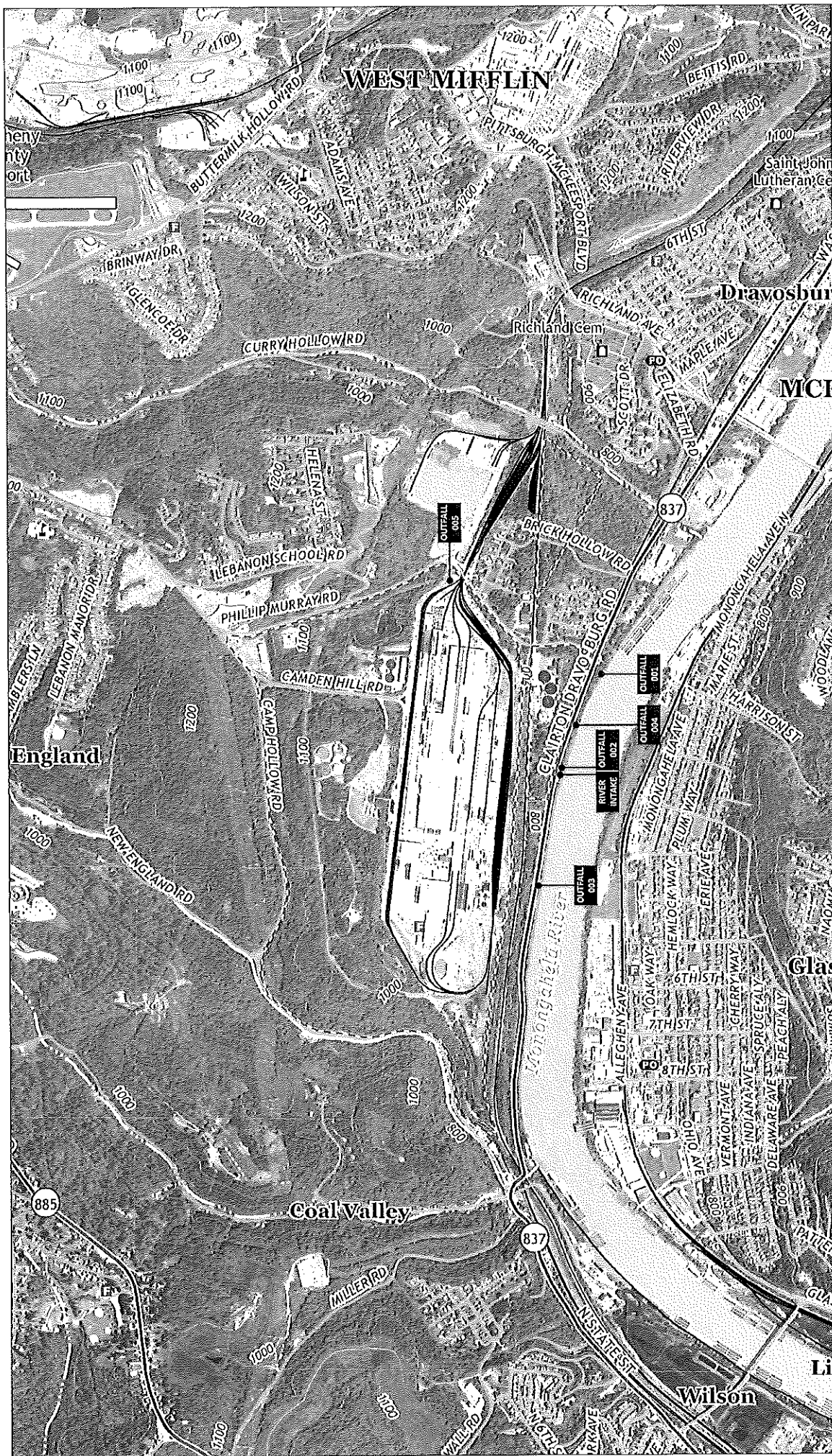
Christopher J. Kriley, P.E.
Program Manager
Clean Water Program
Southwest Region



Tyra Oliver
Assistant Counsel

Exhibit A

Site Map



UNITED STATES STEEL CORPORATION
MON VALLEY WORKS - IRVIN PLANT

FIGURE 1
TOPOGRAPHIC MAP

DWG. DATE: 03/07/22
 REVISION: 0
 AVAILABLE
 E:\PROJECTS\IRVIN\FIG 1

PROPERTY BOUNDARY (APPROX.)

INTAKES & OUTFALLS

SCALE 1" = 25,000'

FEET

0 250 500 750 1,000 1,250 1,500 2,000 2,500 3,000 3,500 4,000

LEGEND

1	2	3	4	5	6	7	8
1	2	3	4	5	6	7	8

U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY
 GLASPORT QUADRANGLE
 7.5-MINUTE SERIES
 1:250,000
 © US Topo

Exhibit B
October 18, 2023
Compliance Order

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
WATER MANAGEMENT
COMPLIANCE ORDER**

DEP DOCKET NO. _____

Owner US STEEL CORPORATION		PHONE NO. 412-233-1015
ADDRESS 1 CAMP HOLLOW ROAD, WEST MIFFLIN, PA 15122		MUNICIPALITY WEST MIFFLIN BOROUGH
FACILITY NAME US STEEL MON VALLEY WORKS IRVIN PLANT		COUNTY ALLEGHENY
PERMIT NO.(S) PA0004073	DATES OF INSPECTION 10/18/2023	TIME OF INSPECTION 2:11 pm
NAME AND TITLE OF RECEIVING OFFICIAL Jonelle Scheetz Environmental Engineer		DATE OF SERVICE OCTOBER 18, 2023

The Department of Environmental Protection is the agency with the authority to administer and enforce the Clean Streams Law, the Act of June 22, 1937, P.L. 1987, *as amended*, 35 P.S. Section 691.1 *et seq.* ("The Clean Streams Law"), and Section 1917-A of the Administrative Code, the Act of April 9, 1929, P.L. 177, *as amended*, 71 P.S. Section 510-17, and the Rules and Regulations of the Environmental Quality Board adopted thereunder.

The undersigned authorized representative of the Department has conducted an inspection of the above site on the above date and has determined that violations listed in the Compliance Order ("Order") exist. This Order constitutes a separate order for each violation listed.

Pursuant to Sections 5, 316, 402, and 610 of the Clean Streams Law, 35 P.S. Sections 691.5, 691.316, 691.402, and 691.610; and Section 1917-A of the Administrative Code, *as amended*, 71 P.S. Section 510-17, the Department hereby ORDERS that the Operator shall perform the corrective actions listed in the attachment.

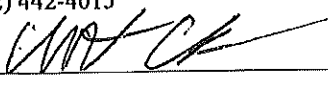
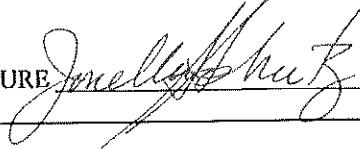
Failure to comply with this Order constitutes unlawful conduct under Section 611 of the Clean Streams Law, 35 P.S. Section 691.611, and a nuisance under Section 610 of the Clean Streams Law, 35 P.S. Section 691.610. Section 605 of the Clean Streams Law, 35 P.S. Section 691.605, provides that the Department may assess a civil penalty of up to Ten Thousand Dollars (\$10,000) per day for each violation of this Order.

Nothing contained in this Order shall be construed to relieve or limit the obligations of the above-mentioned Operator to comply with the terms and conditions of any permit existing or hereafter issued by the Department to this Operator, or to limit any civil or criminal liability of the Operator. Additional requirements may be imposed in the future by subsequent Department orders or other actions. Your prompt compliance with this Order will be considered when assessing a civil penalty for the violation(s) that is (are) the subject of this Order.

APPEAL NOTICE

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514, and the Administrative Agency Law, 2 Pa. C.S. Chapter 5-A, to the Environmental Hearing Board, Second Floor, Market Street State Office Building, 400 Market Street, PO Box 8457, Harrisburg, PA 17105-8457, (717) 787-3483. TDD users may contact the Board through the Pennsylvania Relay Service, (800) 654-5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also available in Braille or on audiotape from the Secretary to the Board at (717) 787-3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD. IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD (717-787-3483) FOR MORE INFORMATION.

DEPARTMENT REPRESENTATIVE	RECEIVING OFFICIAL
NAME: Anthony Ascolillo TITLE: Water Quality Specialist ADDRESS: 400 Waterfront Drive, Pittsburgh, PA 15222 PHONE NO. (412) 442-4015 SIGNATURE 	ACKNOWLEDGEMENT OF SERVICE The undersigned representative hereby acknowledges receipt of this Order and attachment(s) hereto. This signature does not constitute an acknowledgment that any or all of the violations listed in the attachment(s) have occurred or continue to occur. SIGNATURE  10/18/23 DATE

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
WATER MANAGEMENT
ORDER (Continuation)**

FACILITY NAME: US Steel Mon Valley Works Irvin Plant
PERMIT NO.: PA0004073

DESCRIPTION OF VIOLATION:

On October 15, 2023, the Department received a report of a sheen on the Monongahela River. On October 16, 2023, the Department observed a sheen on the Monongahela River and traced the source of the sheen to Outfall 003 at the US Steel Mon Valley Works Irvin Plant. Sheening continued to be observed on the Monongahela River at and downstream of Outfall 003 on October 17, 2023 and October 18, 2023.

The Department has previously sent US Steel Notices of Violation ("NOVs") on June 13, 2023 and September 8, 2023 for sheening that the Department observed at and downstream of Outfall 003 during inspections on May 10, 2023 and August 12, 2023. The NOVs requested that US Steel submit a report to the Department containing any corrective actions that have been taken to address the sheen discharging from Outfall 003 and/or a schedule for implementing additional corrective actions to address the sheen discharging from Outfall 003.

LOCATION OF VIOLATION:

The sheen was and continues to be observed on the Monongahela River at and downstream of the discharge location of Outfall 003 from US Steel Mon Valley Works Irvin Plant.

PROVISIONS OF REGULATION, STATUTE OR PERMIT CONDITION VIOLATED:

US Steel Corporation is the permittee of National Pollutant Discharge Elimination System ("NPDES") Permit PA0004073 for the Mon Valley Works Irvin Plant ("Facility"). NPDES Permit PA0004073 authorizes the discharge of contact and non-contact cooling waters and stormwater from the Facility to the Monongahela River.

The Monongahela River is a "water of the Commonwealth" as that phrase is defined by Section 1 of The Clean Streams Law. The sheen that US Steel has discharged and continues to discharge to the Monongahela River constitutes "industrial waste" and "pollution" as those terms are defined by Section 1 of The Clean Streams Law, 35 P.S. § 691.1, and "pollutants" as that term is defined by Section 91.1 of the Regulations, 25 Pa. Code § 91.1. These discharges of sheen to waters of the Commonwealth are not authorized by an NPDES Permit.

The discharge of industrial waste and pollution to waters of the Commonwealth without the authorization of a permit, regulation, or statute constitutes violations of the NPDES Permit, Section 91.34 of the Regulations, 25 Pa. Code § 91.34; and Sections 301 and 307 of The Clean Streams Law, 35 P.S. §§ 691.301 and 691.307; constitutes a nuisance pursuant to Sections 3, 307 and 401 of The Clean Streams Law, 35 P.S. §§ 691.3, 691.307 and 691.401; and constitutes unlawful conduct pursuant to Section 611 of The Clean Streams Law, 35 P.S. § 691.611.

CORRECTIVE ACTIONS REQUIRED OR ACTIVITY TO BE CEASED:

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
WATER MANAGEMENT
ORDER (Continuation)**

1. *Within twenty-four (24) hours of receipt of this Order, US Steel Corporation shall deploy harbor oil containment booms and oil absorbent booms at Outfall 003 at the Facility to contain the discharges of sheen from the Facility to the Monongahela River.*
2. *US Steel Corporation shall immediately investigate the cause of the sheen discharging from Outfall 003 and implement corrective actions and/or remedial measures to prevent ongoing discharges of sheen from the Facility to the Monongahela River.*
3. *Within thirty (30) days of the date of this Order, US Steel shall submit to the Department representative, Anthony Ascolillo, a written report addressed to Mr. Ascolillo's attention at the office of the Department of Environmental Protection, 400 Waterfront Drive, Pittsburgh, PA 15222, or via electronic mail at aascolillo@pa.gov. The written report must detail the cause of the violations described above and the corrective actions taken to prevent a recurrence, and/or the anticipated timeframe for completion of any planned corrective actions that have not been completed.*