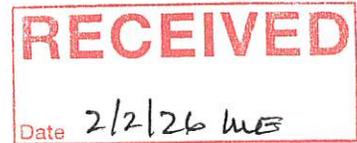


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Janet Stanek, Secretary

Laura Kelly, Governor

January 27, 2026

Cyndra Kastens
City of Anthony
PO Box 504
Anthony, Kansas 67003

Re: Anthony Power Plant, 71 SW 20 Road, Anthony, Harper County, Kansas
KDHE Project Code: A2-039-40429/KDHE Case No. 25-E-020 BER

Dear Ms. Kastens:

Enclosed please find a copy of the Aboveground Fund Consent Agreement and Final Order in the above referenced matter. If the document meets your approval, please sign and date on page 7 and return to me, along with the deductible payment in the amount of \$4,500.00, in the enclosed, self-addressed envelope by February 27, 2026. I will provide you a fully executed copy once the Secretary has signed.

If you have any questions or require any additional information, please do not hesitate to contact Alexandra Finley at (785) 296-1607.

Sincerely,

A handwritten signature in blue ink that reads "Brenda Snyder".

Brenda L. Snyder
Office Manager

/bls
Enclosure

e/att: Alishia Anderson
Scott O'Neal
Julie Turner
Alexandra Finley

BEFORE THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT

In the Matter of the Contamination
Attributable to an Aboveground Storage Tank
Name: City Of Anthony

Facility: Anthony Power Plant
Location: 71 SW 20 Road
Anthony, KS 67003

KDHE Project Code: A2-039-40429

KDHE Case No. 25-E-020 BER

ABOVEGROUND FUND CONSENT AGREEMENT AND FINAL ORDER

The Kansas Department of Health and Environment (“KDHE”) and City Of Anthony, (“Respondent”), (collectively, the “Parties”) finding it to be in their best interest and in the best interest of the public health and the environment, enter into the following agreement (“Consent Agreement”).

The Parties acknowledge that this Consent Agreement is entered into good faith, and upon execution by the Secretary of KHDE (“Secretary”) shall be a final agency order. Respondent voluntarily and knowingly waives the right to an appeal or review of matters leading up to the execution of the Consent Agreement under the Kansas Administrative Procedure Act (“KAPA”), K.S.A. 77-501, *et seq.* and the Kanas Judicial Review Act, K.S.A. 77-601, *et seq.*

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The Secretary has general authority and jurisdiction over matters involving the protection of the state’s natural resources from pollution created by a release from an aboveground storage tank (“AST”) pursuant to K.S.A. 65-34,100 *et seq.*
2. A release attributable to the AST(s), owned by the Respondent and located at the facility noted above (“Facility”) was discovered on or about September 14, 2010. The soils and/or

groundwater at or near the Facility ("Site") have petroleum contamination levels in excess of the applicable KDHE Petroleum Site Remediation Levels.

3. Any Owner/Operator of a petroleum storage tank shall be liable for all costs of corrective action taken in response to a release from an aboveground petroleum storage tank system, unless a consent agreement is entered into with KDHE and the Owner/Operator abides by all of the terms of, and completes, the consent agreement, pursuant to K.S.A. 65-34,118(c).

4. It is the purpose of this document to form a binding consent agreement between KDHE and Respondent, Owner/Operator of the AST(s) at the time the release occurred, the terms of which are enforceable by KDHE, to address the petroleum contamination existing at the Site.

AGREEMENT OF THE PARTIES

RESPONDENT AGREES AS FOLLOWS:

5. Respondent shall pay the first \$4,500.00 of corrective action costs. This amount shall be the "Applicable Deductible" pursuant to K.S.A. 65-34,119.

6. Respondent hereby releases the State of Kansas and the Aboveground Fund from all liability incurred to Respondent for any loss of business, damages and taking of property associated with all corrective action performed at the Site.

7. The Secretary is authorized to enter into consent agreements, to address defining the extent of environmental contamination and developing and implementing a corrective action plan to remediate contamination.

8. Respondent agrees to indemnify and hold the State of Kansas and KDHE harmless from and against all debts, claims, actions or causes of action, losses, damages, and attorneys' fees, now existing or that may hereinafter arise from or grow out of Owner/Operator's past, present, or

future, direct or indirect association, operation, ownership, maintenance or corrective action(s) in regard to the AST(s).

9. Respondent shall be deemed the owner of all groundwater monitoring and other wells installed as a result of the work performed to satisfy any portion of the approved scope of work under this Consent Agreement and/or the Aboveground Fund. Respondent shall further be liable for the proper installation, completion, operation, and maintenance of all groundwater monitoring and other wells installed under this Consent Agreement and/or the Aboveground Fund, even though the property upon which such wells are installed belongs or is subsequently deeded to another.

10. KDHE and its employees, designated agents, contractors, or other authorized representatives, shall be allowed and authorized to enter upon the Facility for the purpose of monitoring and providing oversight for the corrective action plan or other necessary actions within the jurisdiction of KDHE. If the Respondent is not the current Facility or property owner, the Respondent shall use its best efforts to secure the required access and obtain an access agreement from the current Facility or property owner.

11. Owner/Operator of a petroleum storage tank shall pay for the removal, replacement or retrofitting of the petroleum AST(s)].

12. Respondent shall follow a pre-approved KDHE corrective action plan which defines the extent of environmental contamination at the Site. Such plan shall encompass the following objectives:

- a. Complete the investigation in accordance with all KDHE pre-approved bid specifications and requirements.
- b. Characterize the Site's geology and hydrology.

- c. Determine the horizontal and vertical extent and concentration gradients of the contaminant plume, and identify all contaminant migration pathways.
- d. Determine the leading edge of the contaminant plume.
- e. If deemed appropriate by KDHE, obtain and develop sufficient data during the investigation so that a remedial system, which will address the contamination at the Site, can be designed and implemented.

13. If it is determined by KDHE that a remedial design plan, a site remediation plan, and/or monitoring is necessary at the Site, Respondent shall follow a pre-approved KDHE corrective action plan that develops proper responses to the petroleum contamination and implements such responses. Such plan(s) shall encompass the following objectives:

- a. Develop and complete the remedial design plan in accordance with all KDHE pre-approved bid specifications and requirements.
- b. Use data obtained during all investigation phases to develop a remedial design plan that will fully address the contamination at the Site.
- c. Complete the remedial design plan to the extent that prospective consultants can develop a bid for implementation of the remedial system using the information from the remedial design plan, and that the consultant hired for construction of the project can accurately construct the remedial system using the remedial design plan.
- d. Implement the site remediation plan in accordance with all KDHE pre-approved bid specifications and requirements.

14. Respondent agrees to bring all petroleum storage tanks remaining at the Facility into compliance, and further agrees to otherwise comply with 40 C.F.R. Parts 280 and 281, the Kansas Storage Tank Act, K.S.A. 65-34,100 *et seq.*, and all applicable rules and regulations.

KDHE AGREES AS FOLLOWS:

15. KDHE shall reimburse Respondent for all corrective action costs approved in the corrective action plan bid(s), less the Applicable Deductible.

KDHE AND RESPONDENT MUTUALLY AGREE AS FOLLOWS:

16. Any reimbursement to Respondent from the Aboveground Fund for corrective action costs and any corrective action activity conducted by Respondent are not evidence of liability or admission of liability for any potential or actual environmental pollution or third party claim pursuant to K.S.A. 65-34,120(g).

17. KDHE shall not be responsible for reimbursement of corrective action costs incurred from work conducted without prior written approval or for corrective action costs incurred which exceed KDHE's approved bid amount.

18. The liability of the State of Kansas and the Aboveground Fund shall not exceed \$2,000,000.00, less the Applicable Deductible.

19. No liability or responsibility shall attach to the State of Kansas and the Aboveground Fund for corrective action reimbursements in the event that the Aboveground Fund becomes insolvent, pursuant to K.S.A. 65-34,120(e).

20. This Consent Agreement shall terminate upon KDHE's receipt and approval of certification by Respondent that all activities required pursuant to this Consent Agreement have been performed, and receipt by Respondent of the final Aboveground Fund reimbursement check for the pre-approved corrective action costs associated with the Site.

21. This Consent Agreement shall apply to and be binding upon KDHE and Respondent and their respective officers, directors, employees and agents.

22. The requirements and objectives set forth in the Consent Agreement represent the best professional judgment of KDHE at this time and are based upon available information. If circumstances change or if data indicate the threat of danger to the public health or safety or the environment because of hydrocarbon contamination other than what is contemplated herein, KDHE retains the right to modify all requirements or make additional requirements as it deems necessary.

23. Upon certification by KDHE that all corrective action has been completed at the Site, equipment purchased by Respondent or their contractor to implement the corrective action plan will be turned over to KDHE to be used at other Aboveground Fund sites or sold as salvage. KDHE will provide the Respondent with guidance regarding the disposal methods for each type of equipment. All monies received by Respondent for the salvage value of the equipment shall be paid to the State of Kansas and the Aboveground Fund before final reimbursement is made to Respondent for the corrective action costs.

IT IS SO ORDERED.

Kansas Department of
Health and Environment

Janet Stanek
Secretary

Date

City Of Anthony

By:

Cyndra Kastens

Date

Title