



GERDAU AMERISTEEL

Jacksonville Steel Mill Division

June 25, 2008

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JUN 27 2008

BUREAU OF AIR REGULATION

VIA U.S. MAIL

Wet
Ms. Trina L. Vielhauer,
Chief, Bureau of Air Regulations.
Bureau of Air Regulations
Department of Environmental Protection
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

**Re: Notification of Compliance Status Pursuant to 40 C.F.R. § 63.9(h) and
40 C.F.R. § 63.10690(b)**

To Whom It May Concern:

The recently promulgated federal National Emissions Standard for Hazardous Air Pollutants ("NESHAP") for the electric arc furnace ("EAF") steel industry, 72 Fed. Reg. 74,088 (to be codified at 40 C.F.R. Part 63 Subpart YYYYYY, 40 C.F.R. § 63.10680 *et seq*) ("the rule" or "area source rule"), impose emission standards on EAFs that are area sources. As an affected source under the rule, Gerdau Ameristeel Jacksonville Steel Mill submits the attached notification of compliance status pursuant to 40 C.F.R. § 63.9(h). The notification includes a variety of compliance certifications in accordance with 40 C.F.R. §63.10690(b).

If you have any questions, please contact James P. Wold , Environmental Manager, at 904-266-4261 ext 133.

Sincerely,

Carlos Zanoelo
Vice President / General Manager

Notification of Compliance Status

Pursuant to 40 C.F.R. § 63.9(h)

Pursuant to the requirements under 40 C.F.R. § 63.9(h) and § 63.10690(b)(1)-(6), Gerdau Ameristeel Jacksonville Steel Mill submits the following Notification of Compliance Status. Relevant clarifying information is provided as a "Note" after each certification, as appropriate. The signature of the responsible official follows each certification.

- (1) This facility has submitted a Pollution Prevention Plan for metallic scrap selection and inspection in accordance with § 63.10685(a)(1).

Signed [Signature] Title Vice President / General Manager

Date 6/25/98

- (2) This facility complies with the requirements for restricted metallic scrap in accordance with § 63.10685(a)(2).

Signed [Signature] Title Vice President / General Manager

Date 6/25/98

Note: As provided in § 63.10685(a), certain scrap at the facility is managed pursuant to the restricted metallic scrap provision in subparagraph (2) of the rule. The types of scrap that fall into this category are specified in the Pollution Prevention Plan.

- (3) This facility participates in and purchases motor vehicle scrap only from scrap providers who participate in a program for removal of mercury switches that has been approved by the EPA Administrator in accordance with § 63.10685(b)(2) and has prepared a plan demonstrating how the facility participates in the EPA-approved program in accordance with § 63.10685(b)(2)(iv).

Signed [Signature] Title Vice President / General Manager

Date 6/25/98

Note: The above-referenced plan is included in the Pollution Prevention Plan.

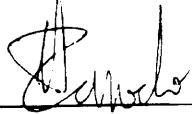
- (4) This facility complies with the requirements for scrap that does not contain motor vehicle scrap in accordance with § 63.10685(b)(4).

Signed [Signature] Title Vice President / General Manager

Date 6/25/98

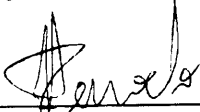
Note: As provided in §63.10685(b), different scrap shipments may be managed according to the different compliance provisions of the regulation. The types of scrap that fall into this category are specified in the Pollution Prevention Plan.

- (5) This facility operates a capture system for each electric arc furnace and argon-oxygen decarburization vessel that conveys the collected emissions to a PM control device in accordance with § 63.10686(a).

Signed  Title Vice President / General Manager

Date 6/25/08

- (6) This facility certifies initial compliance with the applicable PM and opacity emissions limits in §63.10686(b) based on the results of a previous performance test in accordance with §63.10686(d)(6).

Signed  Title Vice President / General Manager

Date 6/25/08

Note: The facility performed baghouse stack tests and opacity observations that demonstrated compliance with the PM and opacity standards on February 14-17, 2008



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Pollution Prevention Plan for the Control of Contaminants in Scrap Under the Area Source Rule for Electric Arc Furnace (EAF) Steelmaking Facilities

Contaminants such as chlorinated plastics, free organic liquids, lead (except for leaded steel) and mercury are not appropriate or desired for the production of steel in EAF facilities. However, these contaminants are found in the scrap metal that is the basic feedstock for the production of new steel.

EPA has identified EAF facilities as potential sources of HAP emissions and, on December 28, 2007, promulgated final regulations (codified at 40 CFR Part YYYYYY) intended to control or minimize such emissions.

The regulations require EAF facilities, among other things, to restrict the use of certain scrap or follow a pollution prevention plan (PPP) for scrap purchased as production feedstock to minimize the amount of specified contaminants in such scrap.

Gerdau Ameristeel is committed to complying with the requirements of the EAF Area Source Rule and to the goal of removing at least 80% of mercury convenience-light switches from motor vehicle scrap. Gerdau Ameristeel is also committed to minimizing to the extent practicable the presence of other contaminants in scrap that may result in the emission of hazardous air pollutants (HAP).

Accordingly, Gerdau Ameristeel has adopted and will comply with the provisions of this PPP designed to control the presence of such contaminants in scrap that is consumed in the EAF by adopting:

1. A specification for scrap that addresses contaminants identified by EPA
2. Procedures for verifying compliance with the specification
3. Procedures for taking corrective action against vendors who do not comply with the specification
4. Program policies, implementation elements, and training and outreach materials sufficient to demonstrate how Gerdau Ameristeel will appropriately implement its responsibilities under the EPA-approved National Vehicle Mercury Switch Recovery Program (NVMSRP) or other EPA-approved program.

This PPP must be approved by USEPA or a delegated authority. Any deficiencies identified by the permitting authority must be addressed within 60 days of disapproval of the



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PPP. A copy of the plan and supportive documentation must remain onsite for a period of three years.

The terms used in this Pollution Prevention Plan and in the outreach materials attached and incorporating to the PPP shall have the same definitions as those enumerated in EPA's Final Area Source Rule found at 40 CFR Part 63 Subpart YYYYYY. As outlined in the final rule, the term "mercury switch" denotes only mercury switches that are part of a convenience light switch mechanism installed in a vehicle.



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I. General Scrap Specifications:

The following restrictions apply to all scrap steel purchased or used by Gerdau Ameristeel in its EAF steelmaking process:

- A. Scrap materials must be depleted to the extent practicable of undrained used oil filters, chlorinated plastics, and free organic liquids at the time of charging to the furnace.
- B. Lead-containing components of scrap, such as batteries, battery cables, and wheel weights, must be removed, to the extent practicable, prior to charging in the furnace unless the scrap is used to produce leaded steel.
- C. Scrap must be purchased from providers that have minimized the presence of mercury in scrap through participation in the NVMSRP or another EPA-approved program.

II. Verification of Compliance with Specifications

- A. Free Organic Liquids, Chlorinated Plastics, Lead and Lead-Containing Components:
 - 1. Visual Inspection: Gerdau Ameristeel conducts a visual inspection of incoming scrap loads to ensure that the scrap meets existing quality and/or purchase order specifications for grade, type, density, and content. Scrap inspection will be required also to determine whether there is an obvious presence of free organic liquids, chlorinated plastics, or lead-containing components. Records of scrap inspections will be maintained on site for one year. Scrap inspection records shall include the identity of the scrap provider for any load that fails visual inspection. Foreign materials will be removed to the extent practicable prior to charging to the furnace, and the scrap supplier will be subject to corrective action.
 - 2. Inspection for Free Organic Liquids: Turnings, borings, and other forms of scrap that were generated as a result of the processing of metal with use of cutting, lubricating or cooling fluids will be visually inspected prior to charging to the furnace to ensure that such scrap does not contain free organic liquids.
 - 3. Depletion of Lead and Chlorinated Plastics from Shredded Scrap: Scrap that has been processed through a shredder that utilizes magnetic or density separation techniques to separate ferrous and non ferrous materials will be presumed to be depleted scrap of chlorinated plastics and lead to the extent practicable.



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4. Inspections: Gerda Ameristeel shall identify any scrap provider whose scrap (except as described in Paragraph 5 below) is not subject to inspection pursuant to this plan. Gerda Ameristeel shall audit or inspect the facilities from which such uninspected scrap is provided on a periodic basis at a rate of not less than 10-25% of such facilities each year.
5. Unrestricted Scrap: Certain types of scrap, including “factory bundles,” “demolition debris,” “home scrap,” “return scrap,” “rail,” and “flashings,” as defined by common industry practice, as well as similar uncontaminated scrap, are not expected to contain free organic liquids, chlorinated plastics, or lead and will be presumed to be free of these contaminants. This scrap is not subject to the inspection and verification requirements of this plan.
6. Baghouse Bags, Internal Process and Maintenance Materials: Baghouse bags and baghouse maintenance materials that are routinely recycled by charging to the electric arc furnace, including personal protective equipment (PPE) and baghouse dust, are exempt from this PPP and not subject to the inspection and verification requirements of this plan.

B. Mercury

1. Gerda Ameristeel shall ensure that motor vehicle scrap providers are participating in the National Vehicle Switch Recovery Program (NVMSRP) by conducting a review of the End of Life Vehicle Solutions (ELVS) database to confirm that the motor vehicle scrap provider is enlisted as a participating member. Gerda Ameristeel will conduct a semi-annual review of the ELVS database to determine whether the provider remains identified as an NVMSRP participant;
 - a. Gerda Ameristeel may not be able to confirm that some motor vehicle scrap providers such as Brokers are enlisted as a participating member in the NVMSRP through the ELVS database. In these cases Gerda Ameristeel will confirm that the broker is participating in the NVMSRP or another EPA-approved program by obtaining from the broker written assurance that any motor vehicle scrap provided by such broker to Gerda Ameristeel was procured from other suppliers who are signed up for and are participating in the NVMSRP or another EPA-approved program;
 - b. Gerda Ameristeel will require motor vehicle scrap brokers to confirm such written assurance on a semi-annual basis.
2. Gerda Ameristeel will conduct a semi-annual review the ELVS database to corroborate that the participant is implementing appropriate steps to



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minimize the presence of mercury in scrap from end-of-life vehicles by turning in mercury switches.

- a. Some motor vehicle scrap providers participating in the NVMSRP or another EPA-approved program may not be able to demonstrate their participation in NVMSRP or another EPA-approved program to minimize the presence of mercury in the motor vehicle scrap from end-of-life vehicles by turning in mercury switches because they refuse to accept motor vehicle scrap that contains mercury switches. Examples would be a broker who purchases motor vehicle scrap from program participants, or a shredder that accepts only flattened vehicles from which the mercury switches already have been removed to the extent practicable prior to delivery to the shredder. For these motor vehicle scrap providers, Gerdau Ameristeel _ will obtain written assurances from the provider or obtain other means of corroboration to verify that the participant is implementing appropriate steps to minimize the presence of mercury in the scrap from end-of-life vehicles. Written assurance will be confirmed on a semi-annual basis.
3. If a motor vehicle scrap provider does not participate in or demonstrate through written assurance that it purchases motor vehicle scrap through NVMSRP or another EPA-approved program for the removal of mercury switches, Gerdau Ameristeel shall only purchase motor vehicle scrap from such provider pursuant to an EPA-approved facility-specific program for the removal of mercury switches.

III. Corrective Action

A. Lead, Chlorinated Plastics, Free Organic Liquids

1. If, during inspection of scrap pursuant to Part II(A) above, Gerdau Ameristeel determines that the scrap provider has not met the specifications in part I, the scrap provider will be subject to corrective action.
 - a. A nonconforming scrap load will be rejected unless contaminants causing the failure can be removed to the extent practicable. The vendor may ship Unrestricted Scrap so long as it adheres to the provisions outlined in Part II(a)(5).
 - b. After a failure to meet the scrap specifications in Part I, the scrap provider must sign a statement acknowledging the requirements of the scrap specifications and provide either certification or another



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comparable form of reasonable assurance that the scrap specifications will be met in the future.

- c. If the vendor continues to fail to meet the scrap specifications, Gerdau Ameristeel will consult with the scrap provider on the cause or reasons why the scrap loads are nonconforming and will inform the scrap provider that it may be suspended for a period of 30 days if the problem is not resolved.

B. Mercury

1. If, Gerdau Ameristeel reasonably believes, either as a result of inspection, site visits to a scrap yard, or review of the ELVS database or by other means, that a scrap supplier is not taking appropriate steps to minimize the presence of mercury switches in scrap from end-of-life vehicles, the facility shall:
 - a. Issue a letter to the scrap provider reiterating the requirements of the NVMSRP or another EPA-approved program and threatening suspension if the scrap provider fails to fulfill its responsibilities under the NVMSRP or another EPA-approved program.
 - b. Suspend the scrap provider if, within six months of receipt of the letter described above, the scrap provider again fails to show that it is aware of the need for and is implementing appropriate steps to minimize the presence of mercury switches in auto shred. The suspension shall only apply to shipments of motor vehicle scrap by The provider will then have to re-qualify by demonstrating that it has cured the defect that caused the failure to meet the scrap specification.
 - c. For purposes of Section III A and B, if the nonconforming scrap is purchased through a broker, Gerdau Ameristeel will require the broker to provide written assurances that the broker implemented corrective action as set forth in Section III of this plan with respect to the supplier of such non-conforming scrap.

IV. Program Policies, Implementation Elements, and Training and Outreach Materials

- A. This section incorporates the outreach documents attached to this Pollution Prevention Plan.



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Gerdau Ameristeel Corporate Policy on Minimizing Mercury-Containing Vehicle Switches from Scrap Feed Stock

Gerdau Ameristeel Corporation is committed to participating in the National Vehicle Mercury Switch Removal Program ("NVMSRP") as the most effective means of reducing the number of mercury-containing switches in the vehicle scrap stream, and thereby minimizing potential emissions of mercury to the environment. As part of that commitment, Gerdau Ameristeel has contributed to the NVMSRP Implementation Fund and is requiring its facilities to adopt a program with the goal of minimizing the presence of mercury-containing switches in the scrap feedstock.

Until 2002, mercury was used by vehicle manufacturers in switches for automotive hood- and trunk-lighting, as well as anti-lock braking systems. When these vehicles reach the end of their useful life, over 95 percent are dismantled or otherwise recycled. Until the establishment of the NVMSRP, there was no national system to retrieve and collect the mercury-containing switches prior to the crushing or shredding of the vehicle. As such, it was possible for the mercury in these switches to be released to the environment during the recycling process, including when the vehicle scrap is melted to manufacture new steel products. Because it is impossible to identify and remove mercury-containing switches after a vehicle has been dismantled, shredded or crushed, Gerdau Ameristeel is committed to reducing its mercury emissions by taking steps to identify and remove these switches prior to processing scrap metal from vehicles for recycling.

All Gerdau Ameristeel facilities are required to participate in the NVMSRP. In doing so, Gerdau Ameristeel facilities must develop and implement a plan to promote mercury minimization in the scrap supply. That plan must include provisions to:

- (1) Provide all scrap suppliers with written notice of Gerdau Ameristeel's participation in the NVMSRP and strongly encourage those suppliers also to participate and to encourage their suppliers to participate as well.
- (2) Amend purchasing specifications to require the removal of mercury-containing switches from all scrap derived from end-of-life vehicles;
- (3) Request documentation from all suppliers of vehicle scrap regarding their participation in the NVMSRP or implementation of similar mercury switch removal program;
- (4) Verify scrap supplier compliance with mercury switch removal requirements, including possible scrap supplier site visits, spot checks of scrap loads, and/or

requests for documentation as often as is deemed necessary to protect the integrity of the incoming scrap feedstock;

- (5) Request and strongly encourage direct scrap suppliers to communicate these requirements to each upstream supplier, dismantler, vehicle crusher, shredder, and scrap processing facility;
- (6) Maintain a list of suppliers and upstream processors that participate in the NVMSRP or otherwise have effective mercury switch management programs. Where there is uncertainty about a supplier's mercury switch removal program, purchasing agents should make specific inquiry into the program before completing a purchase; and
- (7) Ensure that appropriate personnel, including scrap purchasers and environmental staff, are adequately trained in the requirements of the mercury minimization plan.



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GERDAUAMERISTEELCORPORATION STATEMENT IN SUPPORT OF THE NATIONAL VEHICLE MERCURY SWITCH RECOVERY PROGRAM

Gerda Ameristeel Corporation is pleased to announce its participation in and strong support of the National Vehicle Mercury Switch Recovery Program ("NVMSRP"). With a goal of removing mercury-containing switches from end-of-life vehicles before they enter the scrap supply, the NVMSRP is a national partnership among steelmakers, scrap suppliers, vehicle manufacturers, environmental groups, the Environmental Council of States, and the U.S. Environmental Protection Agency.

Gerda Ameristeel is one of the largest recyclers in North America. Each year, the EAF steel industry recycles more material by weight than the total of all other recyclable materials combined. GA recycles millions of tons of scrap metal annually to manufacture new steel products. The scrap metal feedstock is, in large part, comprised of end-of-life vehicles. While an excellent source of recyclable metals, scrap vehicles also sometimes contain undesirable materials, such as mercury, which typically is contained in automotive hoods and trunk light convenience switches. When a vehicle is crushed and shredded, it becomes impossible to locate and remove mercury switches from the vehicle, which may result in the release of mercury to the environment during recycling.

Pollution prevention in the form of mercury switch recovery from end-of-life vehicles is the most effective option to avoid these potential emissions. The NVMSRP is designed to maximize mercury switch recovery at a point where the switches are still intact, contained, and readily accessible. Accordingly, Gerda Ameristeel is pleased to participate in this voluntary program.

By participating in the NVMSRP, Gerda Ameristeel commits to establishing practices to reduce the amount of mercury in its feedstock by: (1) adopting corporate policies that embrace this goal; (2) developing and implementing a plan to achieve mercury minimization; (3) communicating these requirements to scrap suppliers, including through educational outreach and purchasing policies; and (4) strongly encouraging scrap suppliers to participate in the NVMSRP.

The NVMSRP cannot succeed without the active support and participation of all parties in the scrap supply chain, from those that collect and dismantle end-of-life vehicles to crushers and shredders to scrap dealers and the steel manufacturers that ultimately recycle the vehicle scrap. Therefore, Gerda Ameristeel encourages all vehicle scrap suppliers and recyclers to participate in this important voluntary program.

Gerda Ameristeel is proud to be a participant in the NVMSRP and is committed to its success.



This section illustrates the materials that Gerdau Ameristeel mill locations will not accept from any of its suppliers. Please find below some examples and photos of materials that are not accepted. Certain Gerdau Ameristeel recycling yards may accept some of the following items. Please contact the appropriate yard for further information.

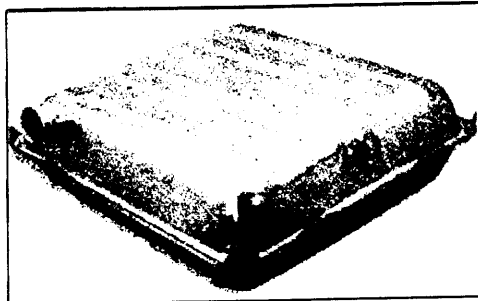
Materials Not Accepted

Sealed & Flammable Containers

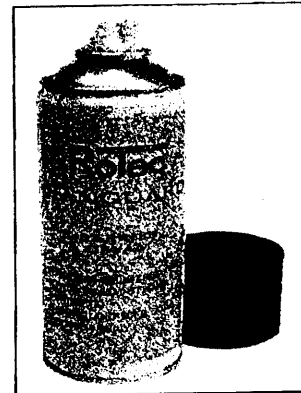
Propane Tanks



Gas Tanks

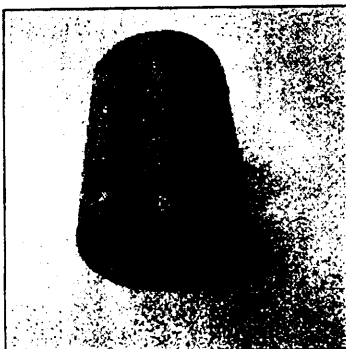


Aerosol Containers

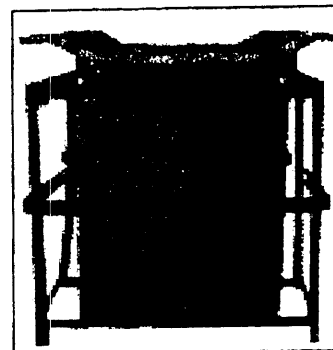
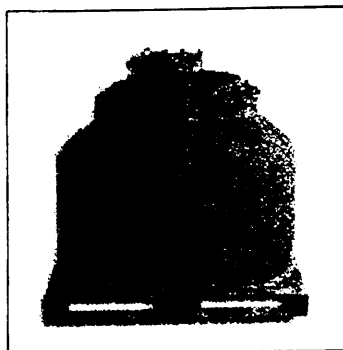


Scrap Bearing Lead

Pipes with lead



Chemical tanks with lead lining



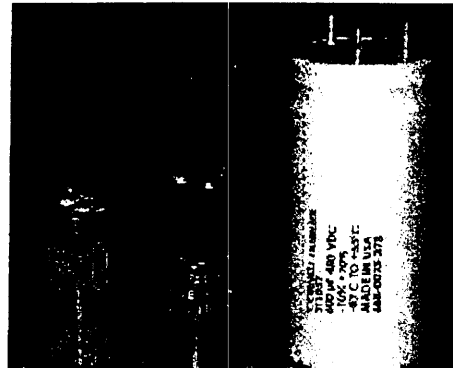
Materials Not Accepted

PCB Containing Devices (capacitors, ballasts, microwave ovens, etc)

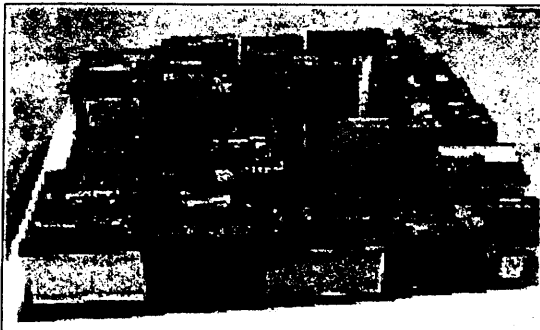
Ballasts



Capacitors



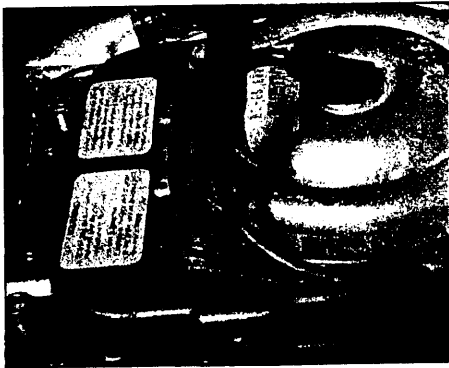
Batteries



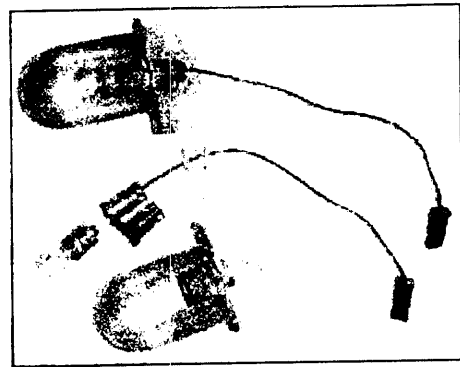
Materials Not Accepted

Miscellaneous items (material containing Freon, transformers, liquids or sludge, lead battery cable ends, heavy steel, mercury-containing devices, computers, electronics, etc.)

Air bag canisters



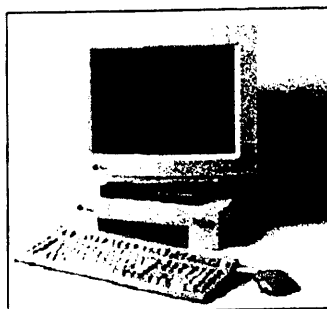
Mercury switches



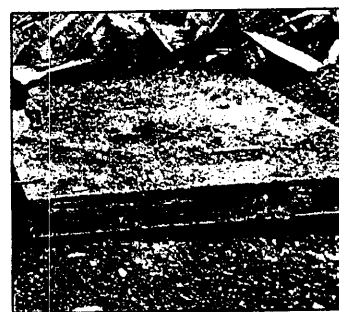
Electronics



Computers



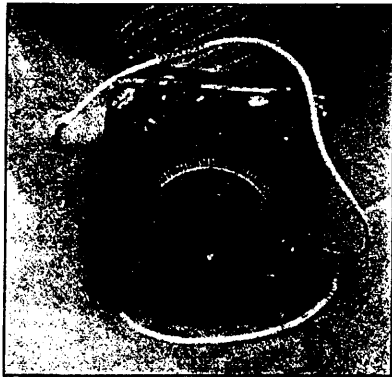
Heavy O/S Steel



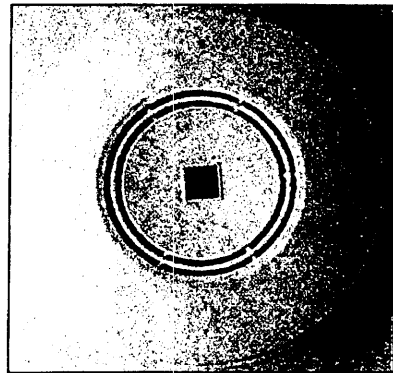
Materials Not Accepted

Radioactive material (military equipment, fertilizer related equipment, etc)

Radium dial



Smoke detectors

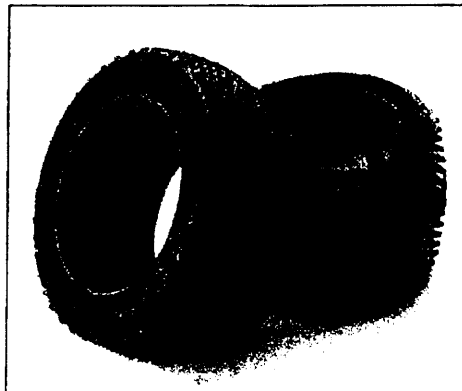


Contaminants (dirt, wood, plastic, water, cement, tires, etc)

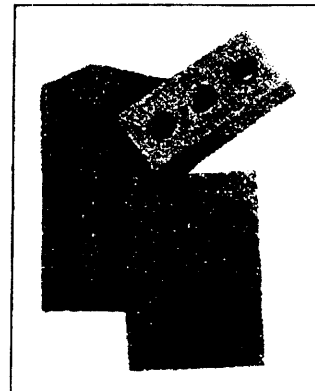
Wood



Tires



Cement





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TERMS AND CONDITIONS OF PURCHASE

Receiver: GERDAU AMERISTEEL CORPORATION and/or its subsidiaries ("Gerda Ameristeel")

Supplier: _____ Contact: _____

Supplier's Phone No.: _____ Supplier's Fax No.: _____

1. This contract constitutes the entire agreement between the parties. Receipt of this confirmation by Supplier shall be deemed an acceptance by Supplier of the terms and conditions of this contract regardless of whether or not the Supplier has acknowledged this confirmation. Any conditional or inconsistent terms or conditions shall not be binding on Gerda Ameristeel unless agreed to in writing by Gerda Ameristeel.
2. This contract is for the purchase of recyclable material that is fit for processing to recover metallic scrap ("Material"). Supplier acknowledges receipt of, and agrees to comply with, Gerda Ameristeel's Scrap Specifications and acknowledges that Gerda Ameristeel may change such specifications from time to time (as amended from time to time, the "Specifications"). Supplier also agrees to comply with any additional site specific specifications that Gerda Ameristeel may impose. Gerda Ameristeel will not accept any Material that does not conform to the Specifications.
3. By supplying Material, the Supplier on its own behalf and on behalf of its subcontractors represents that it and they have complied with all laws, regulations and orders related to the production and sale of the Material.
4. Supplier represents and warrants that the Material furnished by Supplier conforms to the Specifications and that it does not contain any "Hazardous Materials" as is defined by the U.S. Department of Transportation (40 C.F.R. 172) and the Environmental Protection Agency (40 C.F.R. 261) or as may be defined under any other federal, state or local law (or Canadian, provincial, or local law where applicable). Supplier agrees to indemnify, defend and hold harmless Gerda Ameristeel from and against any and all losses, liability, claims, demands and causes of action arising out of or related to Supplier's breach of this provision.
5. The Material furnished by Supplier shall be loose, clean and dry and free of soil, concrete, dirt, wood, garbage, plastic bags, ice and snow.
6. The Material furnished by Supplier is subject to Gerda Ameristeel's weighing, inspection and analysis which shall be deemed to be conclusive. Title to the Material shall not pass to Gerda Ameristeel until it is approved and accepted by Gerda Ameristeel. Gerda Ameristeel may reject any non-conforming Material in its sole discretion and payment by Gerda Ameristeel prior to inspection shall not constitute acceptance. Supplier shall lawfully remove all rejected Material upon request at its sole cost and expense. Gerda Ameristeel shall not be liable for any loss, damage, cost or expense incurred by Supplier due to Gerda Ameristeel's rejection of the Material.
7. Gerda Ameristeel may cancel any order if the Material does not conform to the Specifications or if the description shown on the shipping documents or the Material is not shipped within the time specified.



GERDAU AMERISTEEL

TERMS AND CONDITIONS OF PURCHASE-cont'd

8. Unless otherwise specified, all shipments must be scheduled with the appropriate Gerdau Ameristeel facility. Unless otherwise specified, all shipments are F.O.B. the specified Gerdau Ameristeel facility. All railcar shipments received without notice from shipper will be subject to a \$200 (USD) fee per car.
9. Unless otherwise stated, the price stated is inclusive all sales and use tax and of all charges for packing, crating, hauling, storage and transportation of the Material.
10. Neither this contract, nor any interest hereunder, nor any obligations imposed on Supplier hereunder shall be assignable by Supplier without the prior written consent of Gerdau Ameristeel.
11. All U.S. orders shall be governed by the laws of the State of Florida and all Canadian orders shall be governed by the laws of the province of Ontario, without giving effect to such jurisdiction's conflict of laws principles.
12. Except as required by applicable law, rule, regulation or legal process, neither party shall disclose any of the terms of this contract or any confidential information concerning the other party to any third party except that Gerdau Ameristeel may advise government authorities, legal counsel and consultants of any Material that contains any regulated or prohibited substance or contaminant.
13. Neither party shall be deemed to have waived any right under this contract unless such waiver is in writing.
14. Gerdau Ameristeel reserves the right to suspend the delivery of Material from Supplier for any reason and for any period of time, and to discontinue a vendor and purchaser relationship with Supplier for any reason without notice.
15. The supplier shall indemnify, defend, and hold harmless Gerdau Ameristeel from and against all losses, charges, expenses, costs, claims, demands and liabilities, including but not limited to reasonable professional fees, arising out of or related to Supplier's negligent acts or omissions, willful misconduct or its failure to comply with these terms and conditions.

Agreed to and Acknowledged by:

Company: _____

By: _____

Name: _____

Title: _____

Date: _____