

Attachment

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.)
)
 PPG INDUSTRIES OHIO, INC.)
)
 Defendant.)
 _____)

Civil Action No. 2:17-00374

CONSENT DECREE

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I. INTRODUCTION

A. Plaintiff United States of America, on behalf of the United States Environmental Protection Agency (“EPA”), has filed a complaint (“Complaint”) against Defendant, PPG Industries Ohio, Inc. (“Defendant” or “PPG”), concurrently with lodging this Consent Decree.

B. The Complaint alleges that PPG owns and operates a resin manufacturing facility at 760 Pittsburgh Drive, Delaware, Ohio (the “Facility”), and that at the Facility, PPG violated Section 112 of the Clean Air Act (“Act”), 42 U.S.C. § 7412, and the following implementing regulations: 40 C.F.R. Part 63, Subpart FFFF (the National Emission Standards for Hazardous Air Pollutants: Miscellaneous Organic Chemical Manufacturing (the “MON”)); 40 C.F.R. Part 63, Subpart UU (the National Emission Standards for Equipment Leaks-Control Level 2 Standards); and 40 C.F.R. Part 60, Appendix A-7, EPA Reference Method 21.

C. PPG does not admit any liability arising out of the transactions or occurrences alleged in the Complaint.

D. The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation between the Parties and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section II, Paragraph 1, and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

II. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section 113(b) of the Act, 42 U.S.C. § 7413(b), and over the Parties. Venue lies in this District pursuant to Section 113(b) of the Act, 42 U.S.C.

§ 7413(b), and 28 U.S.C. §§ 1391(b) and (c) and 1395(a), because the violations alleged in the Complaint are alleged to have occurred in, and PPG conducts business in, this judicial district. For purposes of this Decree, or any action to enforce or amend this Decree, the Parties consent to the Court's jurisdiction over this Decree and any such action and consent to venue in this judicial district.

2. For purposes of this Consent Decree only, PPG agrees that the Complaint states claims upon which relief may be granted pursuant to Section 113 of the Act, 42 U.S.C. § 7413.

III. APPLICABILITY

3. The obligations of this Consent Decree apply to and are binding upon the United States and upon PPG and any successors, assigns, or other entities or persons otherwise bound by law.

4. No transfer of ownership or operation of any equipment at the Facility that is subject to Leak Detection and Repair ("LDAR") requirements, as defined in Subparagraph 8.r., shall relieve PPG of its obligations to ensure that the terms of this Consent Decree are implemented.

5. At least 30 Days prior to such transfer, PPG shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer to EPA Region 5, the United States Attorney for the Southern District of Ohio, and the United States Department of Justice, in accordance with Section XIV (Notices). Any attempt to transfer ownership or operation of the Facility without complying with this Paragraph constitutes a violation of this Decree.

6. PPG shall provide a copy of this Consent Decree to all officers, employees, and agents whose duties might reasonably include compliance with any provision of this Decree, as

well as to any contractor retained to perform work required under this Consent Decree. PPG shall condition any such contract upon performance of the work in conformity with the terms of this Consent Decree.

7. In any action to enforce this Consent Decree, PPG shall not raise as a defense the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

IV. DEFINITIONS

8. Terms used in this Consent Decree that are defined in the Act or in regulations promulgated pursuant to the Act shall have the meanings assigned to them in the Act or such regulations, unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

- a. “Annual” or “annually” shall mean a calendar year, except as otherwise provided in applicable LDAR provisions.
- b. “Average” shall mean the arithmetic mean.
- c. “CAP” shall mean the Corrective Action Plan described in Paragraph 32 of this Consent Decree.
- d. “Complaint” shall mean the Complaint filed by the United States in this action.
- e. “Consent Decree” or “Decree” shall mean this Consent Decree and all appendices attached hereto, but in the event of any conflict between the text of this Consent Decree and any Appendix, the text of this Consent Decree shall control.
- f. “Covered Equipment” shall mean pumps, open-ended valves or lines, and valves (excluding pressure-relief valves) in organic hazardous air pollutant service in the

Covered Process Unit.

g. “Covered Process Unit” shall mean the resin manufacturing process at the Facility.

h. “Day,” for purposes of requirements uniquely imposed by the ELP and not by any applicable LDAR regulatory provisions, shall mean a calendar day. In computing any period of time under this Consent Decree for submittal of reports, where the last day would fall on a Saturday, Sunday, or federal or state holiday, the period shall include the next day that is not a Saturday, Sunday, or federal or state holiday. For all other purposes, “day” shall have the meaning provided in the applicable LDAR provisions.

i. “Date of Lodging” shall mean the date that this Consent Decree is lodged with the Clerk of the Court for the United States District Court for the Southern District of Ohio pending public comment and Court action.

j. “Defendant” shall mean PPG Industries Ohio, Inc.

k. “DOR” shall mean Delay of Repair.

l. “Effective Date” shall have the definition provided in Section XV.

m. “Enhanced LDAR Program” or “ELP” shall mean the provisions in this Consent Decree set forth at Paragraphs 12 to 34 of this Decree.

n. “Extension,” for purposes of Subparagraphs 8.w.(i)(b) and 8.w.(ii)(b), shall mean that: (i) the tested and untested valves were produced by the same manufacturer to the same or essentially equivalent quality requirements; (ii) the characteristics of the valve that affect sealing performance (*e.g.*, type of valve, stem motion, tolerances, surface finishes, loading arrangement, and stem and body seal material, design, and construction) are the same or essentially equivalent as between the tested valve and the untested valve; and (iii) the

temperature and pressure ratings of the tested valve are at least as high as the temperature and pressure ratings of the untested valve.

o. “EPA” shall mean the United States Environmental Protection Agency and any of its successor departments or agencies;

p. “Facility” shall mean PPG’s resin manufacturing facility located at 760 Pittsburgh Drive, Delaware, Ohio.

q. “Findings and Notice of Violations” shall mean the findings and notice of violations issued by EPA Region 5 on December 21, 2011 (EPA-5-12-OH-08).

r. “LDAR” or “Leak Detection and Repair” shall mean the leak detection and repair activities required by any applicable “equipment leak” provisions of 40 C.F.R. Part 63. LDAR also shall mean any federally enforceable state or local equipment leak provisions that: (i) require the use of Method 21 to monitor for equipment leaks and also require the repair of leaks discovered through such monitoring; and (ii) are intended to minimize emissions of hazardous air pollutants or other substances identified on the basis of toxicity (*e.g.*, toxic air contaminants).

s. “LDAR Audit Commencement Date” or “Commencement of an LDAR Audit” shall mean the first day of the on-site inspection that accompanies an LDAR audit.

t. “LDAR Audit Completion Date” or “Completion of an LDAR Audit” shall mean the date that is four months after the LDAR Audit Commencement Date.

u. “LDAR Personnel” shall mean all PPG contractors and employees who perform LDAR monitoring, LDAR data input, maintenance of LDAR monitoring devices, leak repairs on equipment subject to LDAR, and/or any other field duties generated by LDAR-related requirements of this Consent Decree or of any LDAR regulatory provisions.

v. “Low-Emissions Packing” or “Low-E Packing” shall mean either (i) or (ii) as follows:

(i) A valve packing product, independent of any specific valve, for which the manufacturer has issued a written warranty that the packing will not emit fugitives at a concentration greater than 100 ppm, and that, if it does so emit at any time in the first five years, the manufacturer will replace the product; provided, however, that no packing product shall qualify as “Low-E” by reason of written warranty unless the packing first was tested by the manufacturer or a qualified testing firm pursuant to generally accepted good engineering practices for testing fugitive emissions and the results of the testing reasonably support the warranty; or

(ii) A valve packing product, independent of any specific valve, that has been tested by the manufacturer or a qualified testing firm pursuant to generally accepted good engineering practices for testing fugitive emissions, and that, during the test, at no time leaked at greater than 500 ppm, and on Average, leaked at less than 100 ppm.

w. “Low-Emissions Valve” or “Low-E Valve” shall mean either (i) or (ii) as follows:

(i) A valve (including its specific packing assembly) for which the manufacturer has issued a written warranty that it will not emit fugitives at a concentration greater than 100 ppm, and that, if it does so emit at any time in the first five years, the manufacturer will replace the valve; provided, however, that

no valve shall qualify as “Low-E” by reason of written warranty unless the valve (including its specific packing assembly) either:

(a) first was tested by the manufacturer or a qualified testing firm pursuant to generally accepted good engineering practices for testing fugitive emissions and the results of the testing reasonably support the warranty; or

(b) is an Extension of another valve that qualified as “Low-E” under Subparagraph 8.v.(i); or

(ii) A valve (including its specific packing assembly) that:

(a) has been tested by the manufacturer or a qualified testing firm pursuant to generally accepted good engineering practices for testing fugitive emissions and that, during the test, at no time leaked at greater than 500 ppm, and on Average, leaked at less than 100 ppm; or

(b) is an Extension of another valve that qualified as “Low-E” under Subparagraph 8.v.(ii).

x. “Maintenance Shutdown” shall mean a shutdown of a Covered Process Unit that either is done for the purpose of scheduled maintenance or lasts longer than 14 calendar days.

y. “Method 21” shall mean the test method found at 40 C.F.R. Part 60, Appendix A-7, Method 21. To the extent that the Covered Equipment is subject to regulations that modify Method 21, those modifications shall be applicable. To the extent that insulated valves that are Covered Equipment are subject to an alternative monitoring method approved by EPA on July 24, 2007, that alternative shall be applicable.

z. “Month” or “monthly” shall mean calendar month, except as otherwise

provided in any applicable LDAR provisions.

aa. “OEL” or “Open-Ended Line” shall mean any valve, except pressure relief valves, having one side of the valve seat in contact with process fluid and one side open to atmosphere, either directly or through open piping.

bb. “Paragraph” shall mean a portion of this Decree identified by an Arabic numeral and “Subparagraph” shall mean a portion of this Decree identified by a lower case letter or letters.

cc. “Parties” shall mean the United States and PPG.

dd. “Quarter” or “quarterly” shall mean a calendar quarter (January through March, April through June, July through September, or October through December), except as otherwise provided in any applicable LDAR provisions.

ee. “Repair Verification Monitoring” shall mean the utilization of monitoring (or other method that indicates the relative size of the leak) within 24 hours after each attempt at repair of a leaking piece of equipment in order to ensure that the leak has been eliminated or is below the applicable leak definition in this ELP.

ff. “Screening Value” shall mean the highest emission level that is recorded at each piece of Covered Equipment during a round of monitoring in compliance with Method 21.

gg. “Section” shall mean a portion of this Decree identified by a Roman numeral.

hh. “United States” shall mean the United States of America, acting on behalf of EPA.

ii. “Week” or “weekly” shall mean the standard calendar period, except as otherwise provided in any applicable LDAR provisions.

V. CIVIL PENALTY

9. Within 30 Days after the Effective Date, PPG shall pay the sum of \$225,000 to the United States as a civil penalty. If any portion of the civil penalty due to the United States is not paid when due, Defendant shall pay interest on the amount past due, accruing from the Effective Date through the date of payment, at the rate specified in 28 U.S.C. § 1961. Any interest payment under this Paragraph shall be in addition to any stipulated penalty due.

10. PPG shall pay the civil penalty due at <https://www.pay.gov> to the U.S. Department of Justice account, in accordance with instructions provided to PPG by the Financial Litigation Unit (FLU) of the United States Attorney’s Office for the Southern District of Ohio after the Effective Date. The payment instructions provided by the FLU shall include a Consolidated Debt Collection System (CDCS) number, which PPG shall use to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions for PPG to:

Steve F. Faeth
Corporate Counsel, EHS
PPG Industries, Inc.
1 PPG Place
Pittsburgh, PA 15272-0001

PPG may change the individual to receive payment instructions on its behalf by providing written notice of such change to the United States and EPA in accordance with Section XIV (Notices). At the time of payment, PPG shall send notice that payment has been made: (i) to EPA via email at acctsreceivable.cinwd@epa.gov or via regular mail at EPA Cincinnati Finance Office, 26 Martin Luther King Drive, Cincinnati, Ohio 45268; (ii) to the United States via email

or regular mail in accordance with Section XIV; and (iii) to EPA in accordance with Section XIV. Such notice shall reference the CDCS Number and DOJ case number 90-5-2-1-10745.

11. PPG shall not deduct any penalties paid under this Decree pursuant to this Section or Section VIII (Stipulated Penalties) in calculating its federal income tax.

VI. COMPLIANCE REQUIREMENTS

12. Applicability of the Enhanced LDAR Program: The requirements of this Enhanced LDAR Program (ELP) shall apply to all Covered Equipment and the requirements of Paragraph 13 shall apply to all equipment at the Facility that is regulated under LDAR. The requirements of this ELP are in addition to, and not in lieu of, the requirements of any other LDAR regulation that may be applicable to a piece of Covered Equipment. If there is a conflict between an LDAR regulation and this ELP, PPG shall follow the more stringent of the requirements.

13. Facility-Wide LDAR Document: By no later than three months after the Effective Date of this Consent Decree, PPG shall develop an LDAR Program Plan that describes: (i) its LDAR Program for the Covered Process Unit (*e.g.*, applicability of regulations to process units and/or specific equipment; leak definitions; monitoring frequencies); (ii) a tracking program (*e.g.*, Management of Change) that ensures that new pieces of equipment added to the resin process for any reason are integrated into the LDAR Program and that pieces of equipment that are taken out of service are removed from the LDAR Program; (iii) the roles and responsibilities of all employee and contractor personnel assigned to LDAR functions at the resin process; (iv) a statement of how the number of personnel dedicated to LDAR functions is sufficient to satisfy the requirements of the LDAR Program; and (v) how PPG plans to

implement this ELP. PPG shall review this document on an annual basis and update it as needed by no later than February 15th of each year.

14. Monitoring Frequency and Equipment: Beginning no later than six months after the Effective Date, for all Covered Equipment, PPG shall comply with the following periodic monitoring frequencies:

- a. Valves – quarterly;
- b. Pumps/Agitators – monthly; and
- c. OELs – quarterly. Monitoring will be done at the end of the bleeder lines

for any double block and bleed system at the transfer racks in the resin process. For compliance with LDAR regulations, OEL monitoring results shall not be included in calculating the leak rate for the process unit.

Compliance with the monitoring frequencies in this Paragraph is not required when: (i) more frequent monitoring is required by federal, state, or local laws or regulations; (ii) the relevant process unit has been permanently shut down; or (iii) a specific, applicable LDAR provision excludes or exempts, fully or partially, monitoring at a periodic frequency (*e.g.*, an exemption for equipment that is designated as unsafe-to-monitor or difficult-to-monitor or an exemption for pumps that have no externally actuated shaft), provided that PPG satisfies all applicable conditions and requirements for the exclusion or exemption set forth in the regulation.

15. Beginning no later than six months after the Effective Date, for all Covered Equipment, PPG shall comply with Method 21 in performing LDAR monitoring, using an instrument attached to a data logger, or equivalent equipment, which directly electronically records the Screening Value detected at each piece of Covered Equipment, the date and time that each Screening Value is taken, and the identification numbers of the monitoring instrument and

technician. PPG shall transfer this monitoring data to an electronic database within one week following monitoring for recordkeeping purposes. If, during monitoring in the field, a piece of equipment subject to LDAR monitoring is discovered that is not listed in the data logger, PPG is permitted to monitor it and record, by any means available, the Screening Value, the date and time of the Screening Value, and the identification number of the technician. In such an instance, the failure to initially record the information electronically, in the data logger, does not constitute a violation of this Paragraph's requirement to record the required information electronically, provided that PPG, as soon as possible, but no later than 20 Days after discovery of the unlisted equipment, adds the piece of equipment and the information regarding the monitoring event to the LDAR database.

16. Leak Detection and Repair Action Levels: Beginning no later than six months after the Effective Date of this Consent Decree and continuing until termination pursuant to Section XVIII (Termination), for all valve and OEL leaks detected at or above 250 ppm, PPG shall perform repairs in accordance with Paragraphs 17-20, below. For all pump leaks at or above 1,000 ppm and agitator leaks at or above 5,000 ppm, PPG shall perform repairs in accordance with Paragraphs 17-20, below. PPG may elect whether to adjust the monitoring instrument readings for background pursuant to any provisions of applicable LDAR requirements that address background adjustment, provided that PPG complies with the requirements for doing so or not doing so. If at any time, including outside of periodic monitoring, evidence of a potential leak is detected through audio, visual, or olfactory sensing, PPG shall comply with all applicable regulations and, if repair is required, shall perform that repair in accordance with Paragraphs 17-20, below.

17. Repairs: After recording a Screening Value of a valve at or above 250 ppm, PPG shall either (a) perform a first attempt at repair within 5 Days, or (b) replace the valve with a Low-E Valve or repack it with Low-E Packing within 1 month after detecting the leak. If PPG elects to perform a repair, by no later than 15 Days after detection, PPG shall perform a final attempt at repair or may place the piece of equipment on the DOR list, provided that PPG has complied with all applicable regulations and with the requirements below in Paragraphs 18 to 21. PPG shall then perform repair verification monitoring.

18. Drill and Tap for Valves (other than Control Valves): For valves (other than control valves) with a Screening Value of 250 ppm or greater, when other repair attempts have proven ineffective and PPG is not able to remove the leaking valve from service, PPG shall attempt at least one drill-and-tap repair (with a second injection of an appropriate sealing material if the first injection is unsuccessful at repairing the leak) prior to placing the leaking valve on the DOR list unless there is a major safety, mechanical, product quality, or environmental reason not to repair the valve using this method, in which case PPG shall document the reason(s) why any drill and tap repair was not performed prior to placing any valve on the DOR list. PPG is not required to use drill-and-tap for Low-E Valves or valves that it replaces with a Low-E Valve or repacks with Low-E Packing no later than 1 month after recording a Screening Value at or above 250 ppm. If a drill-and-tap attempt can reasonably be completed within the 15-day repair period, PPG shall complete the drill-and-tap attempt in that time period. If a drill-and-tap attempt cannot reasonably be completed within the 15-day repair period (*e.g.*, if PPG's drill-and-tap contractor is not local and must mobilize to the Facility), PPG provisionally may place the valve on the DOR list pending attempting the drill-and-tap repair as expeditiously as practicable, but shall not take more than 30 Days from the initial monitoring to

attempt a drill-and-tap repair. If drill-and-tap is successful, the valve shall be removed from the provisional DOR list.

19. Except for valves that PPG replaces with a Low-E Valve or repacks with Low-E Packing no later than 1 month after recording a Screening Value at or above 250 ppm, for each detected leak, PPG shall record the following information: the date of all repair attempts; the repair methods used during each repair attempt; the date, time, and Screening Values for all re-monitoring events; and, if relevant, the information required under Paragraph 21, below, for equipment on the DOR list.

20. PPG may take a leaking piece of Covered Equipment temporarily or permanently out of service; provided, however, that prior to placing it back in service, PPG must repair the leak or must comply with the requirements of Paragraph 21, below, to place the piece of equipment on the DOR list.

21. Delay of Repair: Beginning no later than the Effective Date of this Consent Decree for the requirements in Subparagraphs 21.b and 21.c., and beginning no later than three months after the Effective Date of this Consent Decree for the other requirements set forth below in this Paragraph, for all Covered Equipment placed on the DOR list, PPG shall:

a. Require sign-off from the process unit supervisor or person of similar authority that: (i) the piece of equipment is technically infeasible to repair without a process unit shutdown; or (ii) emissions of purged material resulting from immediate repair would be greater than the fugitive emissions likely to result from DOR;

b. Undertake periodic monitoring in accordance with Paragraphs 14 and 15;

c. Repair each piece of equipment during the first maintenance shutdown that follows the monitoring event that triggered the repair. PPG shall repair as many leaking

pieces of equipment as practicable during this maintenance shutdown; provided, however, that PPG may carry over repairs from any maintenance shutdown to a subsequent maintenance shutdown if PPG documents that it was not practicable to repair all leaking equipment during the preceding maintenance shutdown; and

d. If applicable under Paragraph 22, below, replace, repack, or improve the piece of equipment by the timeframes set forth in Paragraph 22.

22. Valve Replacement, Repacking, and Improvement Program: Commencing no later than six months after the Effective Date of this Consent Decree and continuing until termination pursuant to Section XVIII (Termination), for all valves in the Covered Process Unit:

a. Existing Valve List – PPG shall provide a list to EPA of the tag numbers of all valves in existence in the Covered Process Unit subject to the ELP.

b. Installing New Valves – Except (i) in emergencies or exigent circumstances requiring immediate installation or replacement of a valve where a Low-E Valve or Low-E Packing is not available on a timely basis, (ii) for valves that are installed temporarily for a short-term purpose and then removed, or (iii) when a Low-E Valve or Low-E Packing is commercially unavailable, PPG shall ensure that each new valve that it installs in the process unit which, when installed, will be regulated under LDAR regulations, is either a Low-E Valve or is fitted with Low-E Packing.

c. Existing Valves That Have Screening Values at or Above 250 ppm – PPG shall either replace or repack the existing valve with a Low-E Valve or Low-E Packing, unless a Low-E Valve or Low-E Packing is commercially unavailable. If replacing or repacking does not require a process unit shutdown, PPG shall replace or repack the existing valve no later than 30 Days after detecting the leak, unless, prior to the deadline, (i) PPG takes all actions necessary to

obtain the required valve or valve packing, including all necessary associated materials, as expeditiously as practicable, and retains documentation of the actions taken and the date of each such action; and (ii) if despite PPG's efforts to comply with the above, the required valve or valve packing, including all necessary associated materials, is not available in time to complete the installation within 30 Days, PPG must take all reasonable actions to minimize emissions from the valve pending completion of the required replacing or repacking. PPG must promptly perform the required replacing or repacking after its receipt of the valve or valve packing, including all necessarily associated materials. If replacing or repacking requires a process unit shutdown, PPG shall replace or repack the existing valve during the first maintenance shutdown that follows the monitoring event that triggers the requirement to replace or repack the valve, unless PPG documents that either: (i) insufficient time existed between the monitoring event and such first maintenance shutdown to enable PPG to purchase and install the required valve or valve packing technology; and/or (ii) it was not practicable to replace or repack all valves during the first maintenance shutdown. In the first case, PPG shall undertake the replacing or repacking at the next maintenance shutdown. In the second case, PPG shall replace or repack as many existing valves as practicable during the first maintenance shutdown but may carry over replacements or repackings to the next maintenance shutdown, if it documents that it was not practicable to conduct all pending replacements or repackings during the preceding maintenance shutdown.

d. Actions Required Pending Replacing or Repacking – PPG shall not be required to comply with Paragraph 17, above, pending replacing or repacking of a valve with a Screening Value at or above 250 ppm and below 500 ppm if it completes the replacing or repacking no later than 30 Days after detecting the leak. If not, PPG shall comply with

Paragraph 17, above. For each existing valve that has a Screening Value at or above 500 ppm, PPG shall comply with all applicable regulatory requirements pending replacing or repacking.

e. Records of Low-E Valves and Low-E Packing – Prior to installing any Low-E Valve or Low-E Packing, or if not possible before installation, then as soon as possible after installation, PPG shall secure from each manufacturer documentation that demonstrates that the proposed valve or packing technology meets the definition of “Low-E Valve” and/or “Low-E Packing.”

f. Repairing, Replacing, or Repacking Low-E valves – If a Low-E Valve or valve using Low-E Packing has a Screening Value at or above 250 ppm, PPG shall comply with Paragraphs 17-20, above, and is not required to replace or repack it. If a Low-E Valve or valve using Low-E Packing has a Screening Value at or above 500 ppm, PPG shall replace or repack it.

23. Management of Change: To the extent not already done, beginning no later than three months after the Effective Date of this Consent Decree, PPG shall evaluate each piece of equipment that is added to the Covered Process Unit for any reason to determine if it is subject to LDAR requirements. For each piece of equipment that is subject to the LDAR Program that is physically removed from the process unit, PPG shall remove the component from its LDAR program, as soon as possible, but no later than 20 Days after the component is physically removed.

24. Training: By no later than nine months after the Effective Date of this Consent Decree, PPG shall develop a training protocol (or, as applicable, require its contractor to develop a training protocol for the contractor’s employees) and shall require all LDAR Personnel to complete training on all aspects of LDAR, including this ELP, that are relevant to the person’s duties. Once per calendar year starting in the calendar year after completion of initial training

and ending in the fourth year after completion of initial training, PPG shall require refresher training with respect to all LDAR Personnel; provided, however, that refresher training is not required if an individual's employment at the Facility ceases or if the individual no longer meets the definition of LDAR Personnel prior to the end of the calendar year. PPG shall require (or as applicable, its contractor shall require for the contractor's employees) new LDAR Personnel to be sufficiently trained prior to any field involvement (other than supervised involvement for purposes of training) in the LDAR program.

25. Quality Assurance (QA)/Quality Control (QC): Commencing by no later than one month after the Effective Date of this Consent Decree, on each day that monitoring occurs, at the end of such monitoring, PPG shall require each monitoring technician to certify that the data collected represents the monitoring performed for that day by requiring the monitoring technician to sign a form that states:

On [date], I reviewed the monitoring data that I collected today and to the best of my knowledge and belief, the data accurately represents the monitoring I performed today.

26. Commencing by no later than the first full calendar quarter after the Effective Date of this Consent Decree, during each calendar quarter until termination pursuant to Section XVIII (Termination), an LDAR-trained employee of PPG or an LDAR-trained contractor, who does not serve as an LDAR monitoring technician at the Facility on a routine basis, shall undertake the following:

a. Verify that equipment was reported to have been monitored at the appropriate frequency;

- b. Verify that proper documentation and sign-offs have been recorded for all equipment placed on the shutdown or DOR list;
- c. Confirm that repairs were reported to have been performed within the required timeframe;
- d. Review monitoring data and equipment counts for feasibility (*e.g.*, number of pieces of equipment monitored per day), unusual trends, and apparent inconsistencies;
- e. Verify that proper calibration records and monitoring instrument maintenance information are stored and maintained;
- f. Verify that other LDAR Program records are maintained as required; and
- g. Observe in the field each LDAR monitoring technician who is conducting leak detection monitoring to see that monitoring is being conducted as required.

27. PPG shall correct any deficiencies detected or observed as soon as practicable. PPG shall maintain a log that: (i) records the date and time that the reviews, verifications, and observations were undertaken; and (ii) describes the nature and timing of any corrective actions taken.

28. LDAR Audits and Corrective Action: PPG shall undertake three LDAR audits at the Covered Process Unit in accordance with the following schedule: for the first LDAR audit, the LDAR Audit Commencement Date shall be no later than 12 months after the Effective Date of the Consent Decree; for each subsequent LDAR audit, the LDAR Audit Completion Date shall occur within the same calendar quarter that the first LDAR Audit Completion Date occurred. PPG shall not undertake more than one audit under this Paragraph annually. The audits shall include: (i) reviewing compliance with all applicable LDAR regulations; (ii) reviewing and/or verifying the same items that are required to be reviewed and/or verified in

Paragraphs 25-27, above; (iii) reviewing whether any pieces of equipment that are required to be in the LDAR Program are not included; and (iv) “comparative monitoring” as described below. LDAR audits after the first audit also shall include reviewing the Covered Process Unit’s compliance with this ELP.

29. PPG shall retain a third party with experience in conducting LDAR audits to perform each LDAR audit under the Consent Decree. PPG shall select a company independent from its regular LDAR contractor.

30. Comparative Monitoring – Comparative monitoring during LDAR audits shall be undertaken as follows:

a. Calculating a Comparative Monitoring Audit Leak Percentage. In each LDAR audit, PPG shall monitor equipment to calculate a leak percentage for the process unit broken down by equipment type. In the first LDAR audit, however, PPG shall not be required to undertake comparative monitoring on OELs. In undertaking comparative monitoring for each equipment type, PPG shall be required to either monitor every component in the process unit or a representative sample based upon generally accepted LDAR audit practices in determining the number of components to monitor.

b. Calculating the Historic, Average Leak Percentage from Prior Periodic Monitoring Events. The historic average leak percentage from prior monitoring events in the process unit, broken down by equipment type, shall be calculated based on either (i) the immediately preceding period or (ii) the 4 periods immediately preceding the comparative monitoring audit for valves and OELs, and 12 periods for pumps and agitators, whichever is highest. If a representative sample rather than all of the covered equipment type components are monitored during the audit, then the historic average leak percentage shall be based on the

immediately preceding monitoring period.

c. Calculating the Comparative Monitoring Leak Ratio. PPG shall calculate the ratio of the comparative monitoring audit leak percentage to the historic average leak percentage. If a calculated ratio yields an infinite result, PPG shall assume (for purposes of this calculation) one leaking piece of equipment was found in the process unit through its routine monitoring during the 12-month period before the audit, and the ratio shall be recalculated.

31. If a comparative monitoring audit leak percentage triggers a more frequent monitoring schedule under any applicable federal regulation or federally enforceable state or local law or regulation than the frequencies listed in Paragraph 14, above, PPG shall monitor the valves at the greater frequency unless and until less frequent monitoring is again allowed under the specific federal regulation or federally enforceable state or local law or regulation. At no time may PPG monitor valves at intervals less frequent than those in Paragraph 14, above.

32. Corrective Action Plan:

a. By no later than the date that is one month after each LDAR Audit Completion Date, PPG shall develop a Corrective Action Plan (“CAP”) if (i) an LDAR audit identifies any deficiencies; or (ii) the comparative monitoring leak ratio is 3.0 or higher and the comparative monitoring audit leak percentage is greater than or equal to 0.5 percent. Within 30 Days after receipt of the final audit report or two months after the most recent LDAR Audit Completion Date, whichever is later, PPG shall prepare and submit to EPA in the manner set forth in Section XIV (Notices) a draft final CAP that shall describe the actions that PPG has taken or shall take to correct the deficiencies and/or the causes of a comparative monitoring leak ratio that is 3.0 or higher. For any corrective actions that have not been completed by the time of due date of the draft final CAP, the draft final CAP shall include a schedule by which those

actions shall promptly be completed, with a goal of completing each action within 3 months after the LDAR Audit Completion Date. And for any corrective actions that are not expected to be completed within 3 months after the LDAR Audit Completion Date, the draft final CAP shall explain why, and shall propose a schedule for prompt completion of the action(s) in the final CAP to be submitted under Subparagraph 32.b. EPA may submit comments on the draft final CAP.

b. Submission of the Final CAP to EPA. By no later than the date that is four months after the LDAR Audit Completion Date, PPG shall submit the final CAP to EPA, together with a certification of the completion of each item of corrective action. If any action is not completed within three months after the LDAR Audit Completion Date, PPG shall explain the reasons, together with a proposed schedule for prompt completion. PPG shall submit a supplemental certification of completion by no later than one month after completing all actions.

c. Extension of Completion Dates. For any corrective action item for which PPG must propose a schedule for completion in the final CAP submitted to EPA, PPG may later request an extension of time from EPA if PPG demonstrates that an unanticipated problem(s) prevented completion according to the originally-proposed schedule and PPG notifies EPA of this problem(s) promptly upon its discovery. In its discretion, EPA may grant the extension.

33. Certification of Completion: Within 180 Days after the initial LDAR Audit Completion Date, PPG shall certify to EPA that, to the signer's best knowledge and belief formed after reasonable inquiry: (i) except as otherwise identified, the Facility is in compliance with all applicable LDAR regulations and this ELP; (ii) PPG has completed all corrective actions, if applicable, or is in the process of completing all corrective actions pursuant to a CAP; and (iii) all equipment at the Facility that is regulated under LDAR has been identified and

included in the Facility's LDAR program. To the extent that PPG cannot make the certification in all respects, it shall specifically identify any deviations from items (i) - (iii), above.

34. Recordkeeping: PPG shall keep all records required by this ELP, including each LDAR audit report, to document compliance with the requirements of this ELP for at least two years after termination of this Decree. Upon request by EPA, PPG shall make all such documents available to EPA and shall provide, in electronic format if so requested, all LDAR monitoring data generated during the life of this Consent Decree.

35. MON Group 1 Storage Tanks: Commencing no later than one month after the Effective Date of this Consent Decree, PPG shall conduct quarterly Method 21 monitoring of equipment (*i.e.*, emergency blow-off vents, conservation vents and vacuum breakers) on the Group 1 storage tanks at PPG's Delaware resin process. For any equipment specified in this Paragraph that has a Screening Value at or above 500 ppm, PPG shall repair that vent leak in accordance with Paragraphs 17-20, above. If any regulation allows for new detection technology, such as optical gas imaging, PPG may use such technology (if appropriate) and must notify EPA when such changeover occurs.

36. Permits. Where any compliance obligation under this Section requires PPG to obtain a federal, state, or local permit or approval, PPG shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. PPG may seek relief under the provisions of Section IX (Force Majeure) for any delay in the performance of any such obligation resulting from a failure to obtain, or a delay in obtaining, any permit or approval required to fulfill such obligation, if PPG has submitted timely and complete applications and has taken all other actions necessary to obtain all such permits or approvals.

VII. REPORTING REQUIREMENTS

37. ELP Compliance Status Reports. On the dates and for the time periods set forth in Paragraph 38, below, PPG shall submit to EPA, in the manner set forth in Section XIV (Notices), the following information:

- a. The number of LDAR Personnel at the Covered Process Unit (excluding Personnel whose functions involve the non-monitoring aspects of repairing leaks) and the approximate percentage of time each such person dedicated to performing his/her LDAR functions;
- b. An identification and description of any noncompliance with the requirements of Section VI (Compliance Requirements) of the Consent Decree;
- c. A description of the training done in accordance with this Consent Decree;
- d. Any deviations identified in the QA/QC performed under Paragraphs 25-27, above, as well as any corrective actions taken under Paragraph 27;
- e. A summary of LDAR audit results including specifically identifying all alleged deficiencies; and
- f. The status of all actions under any CAP that was submitted during the reporting period, unless the CAP was submitted less than one month before the compliance status report.

38. Due Dates: The first compliance status report shall be due 31 Days after the first full half-year after the Effective Date of this Consent Decree (*i.e.*, either: (i) January 31 of the year after the Effective Date, if the Effective Date is between January 1 and June 30 of the preceding year; or (ii) July 31 of the year after the Effective Date, if the Effective Date is between July 1 and December 31). The initial report shall cover the period between the

Effective Date and the first full half year after the Effective Date (a “half year” runs between January 1 and June 30 and between July 1 and December 31). Until termination of this Decree, each subsequent report will be due on the same date in the following year and shall cover the prior two half-years (*i.e.*, either January 1 to December 31 or July 1 to June 30).

39. Each report submitted under this Consent Decree shall be signed by a PPG official (head of those responsible for environmental management and compliance), and shall include the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.

40. All Reports under this Consent Decree shall be submitted to EPA in the manner designated in Section XIV of this Consent Decree (Notices).

41. The reporting requirements of this Consent Decree do not relieve PPG of any reporting obligations required by the Act or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement. The reporting requirements of this Section are in addition to any other reports, plans or submissions required by other Sections of this Consent Decree.

42. Any information provided pursuant to this Consent Decree may be used by the United States in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

VIII. STIPULATED PENALTIES

43. PPG shall be liable for stipulated penalties to the United States for violations of this Consent Decree as specified below, unless excused under Section IX (Force Majeure).

44. Late Payment of Civil Penalty. If PPG fails to pay any portion of the civil penalty required to be paid under Section V (Civil Penalty) when due, PPG shall pay a stipulated penalty of \$100 per Day for each Day that the payment is late.

45. Failure to Meet all Other Consent Decree Obligations. PPG shall be liable for stipulated penalties to the United States for violations of this Consent Decree as specified in Table 1 below unless excused under Section IX (Force Majeure).

Table 1

Violation	Stipulated Penalty
45.a. Failure to timely develop a Facility-Wide LDAR Document as required by Paragraph 13 or failure to timely update the Document on an annual basis if needed pursuant to Paragraph 13	<u>Period of noncompliance:</u> <u>Penalty Per Day:</u> 1 - 15 days \$300 16 - 30 days \$400 31 days or more \$500
45.b. Each failure to perform monitoring at the frequencies set forth in Paragraph 14	\$100 per component per missed monitoring event, not to exceed \$10,000 per monitoring event per Covered Process Unit
45.c. Each failure to perform LDAR monitoring in accordance with Method 21, in violation of Paragraph 15	Penalty per monitoring event per component not monitored in accordance with Method 21: <u>Component Type:</u> Valves and OELs \$100 Pumps and Agitators \$400

Violation	Stipulated Penalty		
45.d. For each failure to use a monitoring device that is attached to a datalogger and for each failure, during each monitoring event, to directly electronically record the Screening Value, date, time, identification number of the monitoring instrument, and the identification of technician, in violation of these requirements of Paragraph 15	\$100 per failure per piece of equipment monitored		
45.e. Each failure to transfer monitoring data to an electronic database on at least a weekly basis, in violation of this requirement in Paragraph 15	\$150 per week for each week that the transfer is late		
45.f. Each failure to timely perform a first attempt at repair as required by Paragraphs 16 or 17. For purposes of these stipulated penalties, the term “repair” includes the required remonitoring in Paragraph 17 after the repair attempt; the stipulated penalties in Subparagraph 45.h. do not apply	\$150 per day for each late Day, not to exceed \$1,000 per leak		
45.g. Each failure to timely perform a final attempt at repair as required by Paragraph 17. For purposes of these stipulated penalties, the term “repair” includes the required remonitoring in Paragraph 17 after the repair attempt; the stipulated penalties in Subparagraph 45.h. do not apply	Equipment <u>type</u>	Penalty per Component <u>per Day late</u>	Not to <u>Exceed</u>
45.h. Each failure to timely perform Repair Verification Monitoring as required by Paragraph 17 in circumstances where the first attempt to adjust, or otherwise alter, the piece of equipment to eliminate the leak was made within 5 Days and the final attempt to adjust, or otherwise alter, the piece of equipment to eliminate the leak was made within 15 Days	Valves	\$200	\$17,000 per leak
	Valves	\$150	\$2,500 per leak

Violation	Stipulated Penalty						
45.i. Each failure to record the information required by Paragraph 19	\$100 per item of missed information						
45.j. Each improper placement of a piece of Covered Equipment on the DOR list (<i>i.e.</i> , placing a piece of Covered Equipment on the DOR list even though it is feasible to repair it without a process unit shutdown)	<table border="1"> <thead> <tr> <th data-bbox="816 447 1019 552">Equipment Type</th> <th data-bbox="1019 447 1222 552">Penalty per component per Day on list</th> <th data-bbox="1222 447 1414 552">Not to exceed</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 594 1019 636">Valves</td> <td data-bbox="1019 594 1222 636">\$200</td> <td data-bbox="1222 594 1414 678">\$26,000 per leak</td> </tr> </tbody> </table>	Equipment Type	Penalty per component per Day on list	Not to exceed	Valves	\$200	\$26,000 per leak
Equipment Type	Penalty per component per Day on list	Not to exceed					
Valves	\$200	\$26,000 per leak					
45.k. Each failure to comply with the requirement in Subparagraph 21.a. that a relevant unit supervisor or person of similar authority sign off on placing a piece of Covered Equipment on the DOR list	\$200 per failure						
45.l. Each failure to comply with the requirements of Subparagraph 21.c. (delay of repair during shutdown)	Refer to the applicable stipulated penalties in Subparagraphs 45.f. and 45.g						
45.m. Each failure to comply with the requirements of Subparagraph 21.d. (replace, repack or improve)	Refer to the applicable stipulated penalties in Subparagraphs 45.o.– 45.q.						
45.n. Each failure to install a Low-E Valve or a valve fitted with Low-E Packing when required to do so pursuant to Paragraph 22.b. (new valves)	\$10,000 per failure, except as provided in Paragraph 45.A., below						
45.o. Each failure, in violation of Subparagraph 22.c., to timely comply with the requirements relating to installing a Low-E Valve or Low-E Packing if a process unit shutdown is not required	\$500 per day per failure, not to exceed \$10,000, except as provided in Paragraph 45.A., below						
45.p. Each failure, in violation of Subparagraph 22.c., to install a Low-E Valve or Low-E Packing when required to do so during a Scheduled Maintenance	\$10,000 per failure, except as provided in Paragraph 45.A., below						

Violation	Stipulated Penalty						
45.q. Each failure to add a piece of Covered Equipment to the LDAR program when required to do so pursuant to the evaluation required by Paragraph 23 (MOC)	\$250 per piece of Covered Equipment (plus an amount, if any, due under Paragraph 45.b. for any missed monitoring event related to a component that should have been added to the LDAR Program but was not)						
45.r. Each failure to remove a piece of Covered Equipment from the LDAR program when required to do so pursuant to Paragraph 23 (MOC)	\$100 per failure per piece of Covered Equipment						
45.s. Each failure to timely develop a training protocol as required by Paragraph 24	\$250 per week late						
45.t. Each failure to perform initial, refresher, or new personnel training as required by Paragraph 24	\$1,000 per month late						
45.u. Each failure of a monitoring technician to complete the certification required in Paragraph 33	\$100 per failure						
45.v. Each failure to perform any of the requirements relating to QA/QC in Paragraph 26	\$1,000 per missed requirement per quarter						
45.w. Each failure to conduct an LDAR audit in accordance with the schedule set forth in Paragraph 28	<table border="0"> <tr> <td><u>Period of noncompliance</u></td> <td><u>Penalty per day</u></td> </tr> <tr> <td>1 – 30 days</td> <td>\$300</td> </tr> <tr> <td>31 days or more</td> <td>\$500, not to exceed \$35,5000 per audit</td> </tr> </table>	<u>Period of noncompliance</u>	<u>Penalty per day</u>	1 – 30 days	\$300	31 days or more	\$500, not to exceed \$35,5000 per audit
<u>Period of noncompliance</u>	<u>Penalty per day</u>						
1 – 30 days	\$300						
31 days or more	\$500, not to exceed \$35,5000 per audit						
45.x. For audits, each failure to use a third party	\$25,000 per audit						
45.y. Each failure to substantially comply with the Comparative Monitoring requirements of Paragraph 30	\$22,500 per audit						

Violation	Stipulated Penalty								
45.z. Each failure to timely submit a Corrective Action Plan that substantially conforms to the requirements of Paragraph 32	<table border="0"> <tr> <td><u>Period of noncompliance</u></td> <td><u>Penalty per Day per violation</u></td> </tr> <tr> <td>1 - 30 days</td> <td>\$100</td> </tr> <tr> <td>31 days or more</td> <td>\$500</td> </tr> <tr> <td colspan="2">Not to exceed \$35,000 per audit</td> </tr> </table>	<u>Period of noncompliance</u>	<u>Penalty per Day per violation</u>	1 - 30 days	\$100	31 days or more	\$500	Not to exceed \$35,000 per audit	
<u>Period of noncompliance</u>	<u>Penalty per Day per violation</u>								
1 - 30 days	\$100								
31 days or more	\$500								
Not to exceed \$35,000 per audit									
45.aa. Each failure to implement a corrective action within three months after the LDAR Audit Completion Date or pursuant to the schedule that PPG must propose pursuant to Paragraph 32 if the corrective action cannot be completed in three months or pursuant to an EPA-approved revised schedule pursuant to Paragraph 32	<table border="0"> <tr> <td><u>Period of noncompliance</u></td> <td><u>Penalty per Day per violation</u></td> </tr> <tr> <td>1 - 30 days</td> <td>\$500</td> </tr> <tr> <td>31 days or more</td> <td>\$1000</td> </tr> <tr> <td colspan="2">Not to exceed \$50,000 per audit</td> </tr> </table>	<u>Period of noncompliance</u>	<u>Penalty per Day per violation</u>	1 - 30 days	\$500	31 days or more	\$1000	Not to exceed \$50,000 per audit	
<u>Period of noncompliance</u>	<u>Penalty per Day per violation</u>								
1 - 30 days	\$500								
31 days or more	\$1000								
Not to exceed \$50,000 per audit									
45.bb. Each failure to timely submit a Certification of Completion that substantially conforms to the requirements of Paragraph 33	<table border="0"> <tr> <td><u>Period of noncompliance</u></td> <td><u>Penalty per Day per violation</u></td> </tr> <tr> <td>1 - 30 days</td> <td>\$100</td> </tr> <tr> <td>31 days or more</td> <td>\$500</td> </tr> <tr> <td colspan="2">Not to exceed \$35,000</td> </tr> </table>	<u>Period of noncompliance</u>	<u>Penalty per Day per violation</u>	1 - 30 days	\$100	31 days or more	\$500	Not to exceed \$35,000	
<u>Period of noncompliance</u>	<u>Penalty per Day per violation</u>								
1 - 30 days	\$100								
31 days or more	\$500								
Not to exceed \$35,000									
45.cc. Each failure to substantially comply with any recordkeeping, submission, or reporting requirement in Sections VI and VII not specifically identified above in this Table 1	<table border="0"> <tr> <td><u>Period of noncompliance</u></td> <td><u>Penalty per week per violation</u></td> </tr> <tr> <td>1 - 15 days</td> <td>\$100</td> </tr> <tr> <td>16 - 30 days</td> <td>\$200</td> </tr> <tr> <td>31 days or more</td> <td>\$400</td> </tr> </table>	<u>Period of noncompliance</u>	<u>Penalty per week per violation</u>	1 - 15 days	\$100	16 - 30 days	\$200	31 days or more	\$400
<u>Period of noncompliance</u>	<u>Penalty per week per violation</u>								
1 - 15 days	\$100								
16 - 30 days	\$200								
31 days or more	\$400								
45.dd. Each failure to comply with Method 21 monitoring of equipment on the Group 1 storage tanks	\$2,000 per missed quarterly monitoring event for each Group 1 tank								
45.ee. Each failure to timely repair any leaks above 500 ppm within 15 Days on a Group 1 storage tank	\$500 per Day late until the equipment is repaired								

45.A. Stipulated Penalties in Lieu of those in Subparagraphs 45.f., 45.g., 45.h.

a. For purposes of this Subparagraph 45.A., the term “Non-Compliant Valve” means a valve that is either: (i) not a Low-E Valve; or (ii) not fitted with Low-E Packing. The term “Compliant Valve” means a valve that is either: (i) a Low-E Valve; or (ii) fitted with Low-E Packing.

b. The stipulated penalties in Subparagraph 45.A.c. are to be used instead of those in Subparagraphs 45.f., 45.g., and 45.h. when all of the following requirements are met:

(i) PPG, and not the government agency, discovers the failure involved;

(ii) PPG promptly reports the failure to EPA;

(iii) In the report, PPG sets forth a schedule for promptly replacing the Non-Compliant Valve with a Compliant Valve; provided, however, that PPG shall not be required to undertake an unscheduled shutdown of the affected Covered Process Unit in proposing the schedule unless PPG so chooses;

(iv) PPG monitors the Non-Compliant Valve once a month from the time of its discovery until the valve is replaced with a Compliant Valve and no Screening Values above 100 ppm are recorded;

(v) PPG replaces the Non-Compliant Valve with a Compliant Valve in accordance with the schedule set forth in 45.A.b.iii; and

(vi) PPG demonstrates that in good faith it intended to install a Compliant Valve but inadvertently installed a Non-Compliant Valve.

c. The following stipulated penalties shall apply under the circumstances in Paragraph 45.A.:

(i) In lieu of the penalty in Subparagraph 45.f., \$2,000 per failure.

(ii) In lieu of the penalty in Subparagraph 45.g., \$50 per Day per failure, not to exceed \$2,000.

(iii) In lieu of the penalty in Subparagraph 45.h., \$2,000 per failure.

46. Stipulated penalties under this Section shall begin to accrue on the Day after performance is due or on the Day a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree.

47. PPG shall pay any stipulated penalty within 30 Days of receiving the United States' written demand.

48. The United States may in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due it under this Consent Decree.

49. Stipulated penalties shall continue to accrue as provided in Paragraph 46 during any Dispute Resolution, but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of EPA that is not appealed to the Court, PPG shall pay accrued penalties determined to be owing, together with interest, to the United States within 30 Days of the effective date of the agreement or the receipt of EPA's decision or order.

b. If the dispute is appealed to the Court and the United States prevails in whole or in part, PPG shall pay all accrued penalties determined by the Court to be owing,

together with interest, within 60 Days of receiving the Court's decision or order, except as provided in Subparagraph c, below.

c. If any Party appeals the District Court's decision, PPG shall pay all accrued penalties determined to be owing, together with interest, within 15 Days of receiving the final appellate court decision.

50. PPG shall pay stipulated penalties owing to the United States in the manner set forth and with the confirmation notices required by Paragraph 10, except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid.

51. If PPG fails to pay stipulated penalties according to the terms of this Consent Decree, PPG shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States from seeking any remedy otherwise provided by law for PPG's failure to pay any stipulated penalties.

52. Subject to the provisions of Section XII (Effect of Settlement/Reservation of Rights), the stipulated penalties provided for in this Consent Decree shall be in addition to any other rights, remedies, or sanctions available to the United States for PPG's violation of this Consent Decree or applicable law. Where a violation of this Consent Decree is also a violation of the Act or its implementing regulations, PPG shall be allowed a credit, for any stipulated penalties paid, against any statutory penalties imposed for such violation.

IX. FORCE MAJEURE

53. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of PPG, of any entity controlled by PPG, or of PPG's

contractors, which delays or prevents the performance of any obligation under this Consent Decree despite PPG's best efforts to fulfill the obligation. The requirement that PPG exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any such event (a) as it is occurring and (b) after it has occurred to prevent or minimize any resulting delay to the greatest extent possible. "Force Majeure" does not include PPG's financial inability to perform any obligation under this Consent Decree.

54. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, PPG shall provide notice orally or by electronic or facsimile transmission to EPA, within 3 Days of when PPG first knew that the event might cause a delay. Within 7 Days thereafter, PPG shall provide in writing to EPA an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; PPG's rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of PPG, such event may cause or contribute to an endangerment to public health, welfare or the environment. PPG shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude PPG from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. PPG shall be deemed to know of any circumstance of which PPG, any entity controlled by PPG, or PPG's contractors knew or should have known.

55. If EPA agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. EPA will notify PPG in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

56. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify PPG in writing of its decision.

57. If PPG elects to invoke the dispute resolution procedures set forth in Section X (Dispute Resolution), it shall do so no later than 15 Days after receipt of EPA's notice. In any such proceeding, PPG shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that PPG complied with the requirements of Paragraphs 53 and 54. If PPG carries this burden, the delay at issue shall be deemed not to be a violation by PPG of the affected obligation of this Consent Decree identified to EPA and the Court.

X. DISPUTE RESOLUTION

58. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. PPG's failure to seek resolution of a dispute under

this Section shall preclude PPG from raising any such issue as a defense to an action by the United States to enforce any obligation of PPG arising under this Decree.

59. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when PPG sends the United States a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 20 Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within 30 Days after the conclusion of the informal negotiation period, PPG invokes formal dispute resolution procedures as set forth below.

60. Formal Dispute Resolution. PPG shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting PPG's position and any supporting documentation relied upon by PPG.

61. The United States shall serve its Statement of Position within 45 Days of receipt of PPG's Statement of Position. The United States' Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The United States' Statement of Position shall be binding on PPG, unless PPG files a motion for judicial review of the dispute in accordance with the following Paragraph.

62. PPG may seek judicial review of the dispute by filing with the Court and serving on the United States, in accordance with Section XIV (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within 30 Days of receipt of the United States' Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of PPG's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

63. Except as otherwise provided in this Consent Decree, in any informal dispute brought under Paragraph 59 or judicial proceeding brought under Paragraph 62, PPG shall bear the burden of demonstrating that its position complies with this Consent Decree, and that it is entitled to such relief under applicable principles of law.

64. The United States shall respond to PPG's motion within the time period allowed by the Local Rules of this Court. PPG may file a reply memorandum, to the extent permitted by the Local Rules.

65. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of PPG under this Consent Decree, unless and until a court order or other final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 49. If PPG does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VIII (Stipulated Penalties).

XI. INFORMATION COLLECTION AND RETENTION

66. The United States and its representatives, including attorneys, contractors, and consultants, shall have the right of entry into any facility covered by this Consent Decree, at all reasonable times, upon presentation of credentials, to:

- a. monitor the progress of activities required under this Consent Decree;
- b. verify any data or information submitted to the United States in accordance with the terms of this Consent Decree;
- c. obtain samples and, upon request, splits of any samples taken by PPG or its representatives, contractors, or consultants;
- d. obtain copies of documentary evidence, including photographs and similar data; and
- e. assess PPG's compliance with this Consent Decree.

67. Upon request, PPG shall provide EPA or its authorized representatives splits of any samples taken by PPG. Upon request, EPA shall provide PPG splits of any samples taken by EPA.

68. Except as otherwise provided in Paragraph 34, until one year after the termination of this Consent Decree, PPG shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate to PPG's performance of its obligations under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United

States, PPG shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

69. At the conclusion of the information-retention period provided in the preceding Paragraph, PPG shall notify the United States at least 90 Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States, PPG shall deliver any such documents, records, or other information to EPA. PPG may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal law. If PPG asserts such a privilege, it shall provide the following: (a) the title of the document, record, or information; (b) the date of the document, record, or information; (c) the name and title of each author of the document, record, or information; (d) the name and title of each addressee and recipient; (e) a description of the subject of the document, record, or information; and (f) the privilege asserted by PPG. However, no documents, records, or other information created or generated to meet the requirements of this Consent Decree shall be withheld on grounds of privilege.

70. PPG may assert that information required to be provided under this Section is protected as Confidential Business Information (CBI) under 40 C.F.R. Part 2. As to any information that PPG seeks to protect as CBI, PPG shall follow the procedures set forth in 40 C.F.R. Part 2.

71. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States pursuant to applicable federal laws, regulations, or permits, nor does it limit or affect any duty or obligation of PPG to maintain

documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

XII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

72. This Consent Decree resolves the civil claims of the United States for the violations alleged in the Complaint filed in this action through the Date of Lodging.

73. The United States reserves all legal and equitable remedies available to enforce the provisions of this Consent Decree, except as expressly stated in Paragraph 72. This Consent Decree shall not be construed to limit the rights of the United States to obtain penalties or injunctive relief under the Act or implementing regulations, or under other federal laws, regulations, or permit conditions, except as expressly specified in Paragraph 72. The United States further reserves all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, PPG's Facility, whether related to the violations addressed in this Consent Decree or otherwise.

74. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, civil penalties, or other appropriate relief relating to the Facility, PPG shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 72.

75. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. PPG is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits;

and PPG's compliance with this Consent Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States does not, by its consent to the entry of this Consent Decree, warrant or aver in any manner that PPG's compliance with any aspect of this Consent Decree will result in compliance with provisions of the Act, 42 U.S.C. § 7401, *et seq.*, or with any other provisions of federal, State, or local laws, regulations, or permits.

76. This Consent Decree does not limit or affect the rights of PPG or of the United States against any third parties, not party to this Consent Decree, nor does it limit the rights of third parties, not party to this Consent Decree, against PPG, except as otherwise provided by law.

77. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

XIII. COSTS

78. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of the civil penalty or any stipulated penalties due but not paid by PPG.

XIV. NOTICES

79. Unless otherwise specified in this Decree, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed as follows:

As to the United States by email: eescasemanagement.enrd@usdoj.gov
Re: DJ # 90-5-2-1-10745

As to the United States by mail: EES Case Management Unit
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ # 90-5-2-1-10745

As to EPA: Air and Radiation Division
EPA Region 5
77 W. Jackson Blvd. (AE-17J)
Chicago, IL 60604
Attn: Compliance Tracker

and

Office of Regional Counsel
EPA Region 5
77 West Jackson Blvd. (C-14J)
Chicago, IL 60604

For courtesy purposes only, electronic copies to:
loukeris.constantinos@epa.gov
cullen.raymond@epa.gov
king.cynthia@epa.gov

As to Defendant: Steve F. Faeth
Corporate Counsel, EHS
PPG Industries, Inc.
1 PPG Place
Pittsburgh, PA 15272-0001

Thomas J. Yurick
EHS Manager
PPG Delaware
760 Pittsburgh Drive
Delaware OH 43015

80. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

81. Notices submitted pursuant to this Section shall be deemed submitted upon mailing, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

XV. EFFECTIVE DATE

82. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket.

XVI. RETENTION OF JURISDICTION

83. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections X (Dispute Resolution) and XVII (Modification), or effectuating or enforcing compliance with the terms of this Decree.

XVII. MODIFICATION

84. Except as otherwise provided in Rule 60(b) of the Federal Rules of Civil Procedure, the terms of this Consent Decree, including any attached appendices, may be modified only by a subsequent written agreement signed by all the Parties. Where the modification constitutes a material change to this Decree, it shall be effective only upon approval by the Court.

85. Any disputes concerning modification of this Decree shall be resolved pursuant to Section X (Dispute Resolution); provided, however, that, instead of the burden of proof provided by Paragraph 63, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

XVIII. TERMINATION

86. No sooner than after completion of the last LDAR audit required pursuant to Paragraph 28 of this Decree, PPG may send the United States a Request for Termination of this Consent Decree. In the Request for Termination, PPG must demonstrate that it has completed the requirements of Section VI (Compliance Requirements), has maintained continuous satisfactory compliance with this Consent Decree for the two year period immediately preceding the Request for Termination, and has paid the civil penalty and any accrued stipulated penalties as required by this Consent Decree. The Request for Termination shall include all the necessary supporting documentation.

87. Following receipt by the United States of PPG's Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether PPG has satisfactorily complied with the requirements for termination of this Consent Decree. If the United States agrees that the Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Decree.

88. If the United States does not agree that the Decree may be terminated, PPG may invoke Dispute Resolution under Section X. However, PPG shall not seek Dispute Resolution of any dispute regarding termination until 60 Days after service of its Request for Termination.

XIX. PUBLIC PARTICIPATION

89. This Consent Decree shall be lodged with the Court for a period of not less than 30 Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. PPG consents to entry of this Consent Decree without further notice

and agrees not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless the United States has notified PPG in writing that it no longer supports entry of the Decree.

XX. SIGNATORIES/SERVICE

90. Each undersigned representative of PPG and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice or his designee certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.

91. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. PPG agrees to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

XXI. INTEGRATION

92. This Consent Decree and its Appendix constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. No other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Decree or the settlement it represents, nor shall it be used in construing the terms of this Decree.

XXII. FINAL JUDGMENT

93. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States and PPG. The Court

finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

XXIII. APPENDIX

94. The following Appendix is attached to and part of this Consent Decree:

“Appendix A” is “The Factors to Be Considered and Procedures to be Followed to Claim Commercial Unavailability.”

Dated and entered this ___ day of _____, 2017


UNITED STATES DISTRICT JUDGE

We hereby consent to the entry of the Consent Decree in the matter of United States v. PPG Industries Ohio, Inc., subject to public notice and comment.

FOR THE UNITED STATES OF AMERICA:

THOMAS A. MARIANI, JR.
Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice

4/21/17
Date

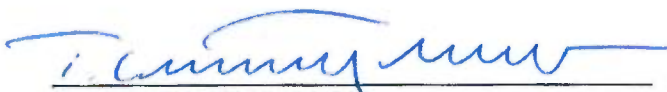


CATHERINE BANERJEE ROJKO
Senior Counsel
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611, Ben Franklin Station
Washington, DC 20044-7611
Phone: (202) 514-5315
Fax: (202) 616-6584
Cathy.Rojko@usdoj.gov

We hereby consent to the entry of the Consent Decree in the matter of United States v. PPG Industries Ohio, Inc., subject to public notice and comment.

FOR THE U.S. ENVIRONMENTAL PROTECTION
AGENCY:

3/23/2017
Date



T. LEVERETT NELSON
Regional Counsel
U.S. Environmental Protection Agency, Region 5

4/12/17
Date



ROBERT A. KAPLAN
Acting Regional Administrator
U.S. Environmental Protection Agency, Region 5

United States v. PPG Industries Ohio, Inc.,

FOR PPG INDUSTRIES OHIO, INC.:

3-9-17
Date


John Outcalt
V.P. Global Automotive Refinish

APPENDIX A

Factors to be Considered and Procedures to be Followed To Claim Commercial Unavailability

This Appendix outlines the factors to be taken into consideration and the procedures to be followed for PPG to assert that a Low-E Valve or Low-E Packing is “commercially unavailable” pursuant to Paragraph 22 of the Consent Decree.

I. FACTORS

A. Nothing in this Consent Decree or this Appendix requires PPG to utilize any valve or packing that is not suitable for its intended use in a Covered Process Unit.

B. The following factors are relevant in determining whether a Low-E Valve or Low-E Packing is commercially available to replace or repack an existing valve:

1. Valve type (*e.g.*, ball, gate, butterfly, needle) (this ELP does not require consideration of a different type of valve than the type that is being replaced)
2. Nominal valve size (*e.g.*, 2 inches, 4 inches)
3. Compatibility of materials of construction with process chemistry
4. Valve operating conditions (*e.g.*, temperature, pressure)
5. Service life
6. Packing friction (*e.g.*, impact on operability of valve)
7. Whether the valve is part of a packaged system or not
8. Retrofit requirements (*e.g.*, re-piping or space limitations)
9. Other relevant considerations, as set forth in C. below

C. The following factors may also be relevant, depending upon the process unit or equipment where the valve is located:

1. In cases where the valve is a component of equipment that PPG is licensing or leasing from a third party, valve or valve packing specifications identified by the lessor or licensor of the equipment of which the valve is a component
2. Valve or valve packing vendor or manufacturer recommendations for the relevant process unit components

**II. PROCEDURES THAT PPG SHALL FOLLOW TO ASSERT
COMMERCIAL UNAVAILABILITY**

PPG shall comply with the following procedures if it seeks to assert commercial unavailability under Paragraph 22 of the Consent Decree:

1. PPG must contact a reasonable number of vendors of valves or valve packing that PPG, in good faith, believes may have valves or valve packing suitable for the intended use, taking into account the relevant factors listed in Section I above.

a. For purposes of this Consent Decree, a reasonable number of vendors presumptively shall mean no fewer than three.

b. If fewer than three vendors are contacted, the determination of whether such lesser number is reasonable shall be based on Factors listed in I.C(1) and I.C(2) of this Appendix A or on a demonstration that fewer than three vendors offer valves or valve packing considering factors in I.B.(1) – (9) of this Appendix A.

2. PPG shall obtain a written representation from each vendor, or equivalent documentation, that a particular valve or valve packing is not available as “Low-Emissions” from that vendor for the intended conditions or use.

a. “Equivalent documentation” may include e-mail or other correspondence or data showing that a valve or valve packing suitable for the intended use does not meet the definition of “Low-E Valve” or “Low-E Packing” in the Consent Decree or that the valve or packing is not suitable for the intended use.

b. If the vendor does not respond or refuses to provide documentation, “equivalent documentation” may consist of records of PPG’s attempts to obtain a response from the vendor.

3. Each Compliance Status Report required by Section VII (Reporting Requirements) of the Consent Decree shall identify each valve that PPG otherwise was required to replace or repack, but for which, during the time period covered by the Report, PPG determined that a Low-E Valve and/or Low-E Packing was not commercially available. PPG shall provide a complete explanation of the basis for its claim of commercial unavailability, including, as an attachment to the Compliance Status Report, all relevant documentation. This report shall be valid for a period of twelve months from the date of the report for the specific valve involved and all other similar valves, taking into account the factors listed in Part I.

**III. OPTIONAL EPA REVIEW OF PPG'S ASSERTION OF
COMMERCIAL UNAVAILABILITY**

A. At its option, EPA may review an assertion by PPG of commercial unavailability. If EPA disagrees with PPG's assertion, EPA shall notify PPG in writing, specifying the Low-E Valve or Low-E Packing that EPA believes to be commercially available and the basis for its view that such valve or packing is appropriate taking into consideration the Factors described in Part I. After PPG receives EPA's notice, the following shall apply:

1. PPG shall not be required to retrofit the valve or valve packing for which it asserted commercial unavailability (unless PPG is otherwise required to do so pursuant to another provision of the Consent Decree).

2. PPG shall be on notice that EPA will not accept a future assertion of commercial unavailability for: (i) the valve or packing that was the subject of the unavailability assertion; and/or (ii) a valve or packing that is similar to the subject assertion, taking into account the Factors described in Part I.

3. If PPG disagrees with EPA's notification, PPG and EPA shall informally discuss the basis for the claim of commercial unavailability. EPA may thereafter revise its determination, if necessary.

4. If PPG makes a subsequent commercial unavailability claim for the same or similar valve or packing that EPA previously rejected, and the subsequent claim also is rejected by EPA, PPG shall retrofit the valve or packing with the commercially available valve or packing unless PPG is successful under Subsection III.B below.

B. Any disputes under this Appendix first shall be subject to informal discussions between PPG and EPA for a period not to exceed 60 Days, instead of the 20-day period provided in Paragraph 59 of the Consent Decree, before PPG shall be required to invoke the Dispute Resolution provisions of Section X of the Consent Decree. Thereafter, if the dispute remains, PPG shall invoke the Dispute Resolution procedures in accordance with Section X (Dispute Resolution) of the Consent Decree.