

**UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND**

UNITED STATES OF AMERICA,

Plaintiff,

v.

SYNAGRO NORTHEAST, LLC, and
CITY OF WOONSOCKET,
RHODE ISLAND

Defendants.

Civil Action No. 1:21-cv-491

CONSENT DECREE

TABLE OF CONTENTS

I. JURISDICTION AND VENUE 2

II. APPLICABILITY 3

III. OBJECTIVES 4

IV. DEFINITIONS 4

V. CIVIL PENALTY 5

VI. COMPLIANCE REQUIREMENTS 6

VII. REPORTING REQUIREMENTS 8

VIII. STIPULATED PENALTIES 10

IX. FORCE MAJEURE 13

X. DISPUTE RESOLUTION 15

XI. INFORMATION COLLECTION AND RETENTION 18

XII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS 20

XIII. COSTS 21

XIV. 26 U.S.C. SECTION 162(F)(2)(A)(II) IDENTIFICATION 22

XV. NOTICES 22

XVI. EFFECTIVE DATE 23

XVII. RETENTION OF JURISDICTION 24

XVIII. MODIFICATION 24

XIV. TERMINATION 24

XIX. PUBLIC PARTICIPATION 25

XXI. SIGNATORIES/SERVICE 25

XXII. INTEGRATION 26

XXIII. FINAL JUDGMENT 26

XXIV. APPENDICES 27

APPENDIX A..... 32
APPENDIX B..... 38

Plaintiff United States of America, on behalf of the United States Environmental Protection Agency (“EPA”), has filed a complaint in this action, concurrently with the lodging of this Consent Decree, alleging that Defendants, Synagro Northeast, LLC (“Synagro”) and the City of Woonsocket, Rhode Island (the “City” or “Woonsocket”) (collectively, “Defendants”), violated Section 129(f)(3) of the CAA, 42 U.S.C. § 7429(f)(3), and 40 C.F.R. Part 62, Subpart LLL (“Subpart LLL”), in connection with the fluidized bed sewage sludge incineration (“SSI”) facility located at 15 Cumberland Hill Road, Woonsocket, Rhode Island (the “Facility,” as defined in Section IV).

Woonsocket owns the Facility. By agreement with Woonsocket, Synagro has responsibility for the operation, maintenance, and regulatory compliance of the Facility for the treatment of sewage sludge.

The Complaint alleges that Defendants owned or operated the Facility and violated CAA Section 129(f)(3) and 40 C.F.R. Part 62, Subpart LLL, by failing to: (1) submit a final control plan by the final compliance date of March 21, 2016, under 40 C.F.R. § 62.15875; (2) achieve final compliance by the final compliance date, under 40 C.F.R. § 62.15875; (3) submit notification of failure to timely achieve final compliance, under 40 C.F.R. § 62.15895; (4) submit a site-specific monitoring plan, at least 60 days before the final compliance date, under 40 C.F.R. § 62.15995(f); (5) demonstrate initial and ongoing compliance with the emission limits and standards, under 40 C.F.R. §§ 62.15980, 62.15955 and 62.16000; (6) establish site-specific operating limits or demonstrate initial and ongoing compliance with these operating limits, under 40 C.F.R. §§ 62.15960, 62.15965, 62.15985, and 62.16005; and (7) conduct a temperature measurement device performance evaluation at the time of its October 30-31, 2018, emissions test, under 40 C.F.R. § 62.15995(a)(3)(ii)(D)(4).

Defendants do not admit any liability to the United States arising out of the transactions or occurrences alleged in the Complaint.

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 among 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 alleged in the Complaint, except as provided in Section I (Jurisdiction and Venue), and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. §§ 1331, 1345, and 1355; under Section 113(b) of the CAA, 42 U.S.C. § 7413(b); and over the Parties. Venue lies in this District under Section 113(b) of the CAA, 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 Defendants conduct business in, this judicial district. For purposes of this Decree, or any action to enforce this Decree, Defendants consent to the Court's jurisdiction over this Decree and any such action, and over Defendants, and consent to venue in this judicial district.

2. For purposes of this Consent Decree, Defendants agree that the Complaint states claims upon which relief may be granted under Section 113(b) of the CAA, 42 U.S.C. § 7413(b).

3. More than 30 days before filing the Complaint, EPA issued notices of violation ("NOVs") to the Defendants concerning the violations alleged in the Complaint and provided copies of the NOVs to the State of Rhode Island.

4. The United States has provided notice of the commencement of this action to the State of Rhode Island, including the Rhode Island Department of Environmental Management

II. APPLICABILITY

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

6. No transfer of ownership or operation of the Facility, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve Defendants of their obligation to ensure that the terms of the Decree are implemented. At least 30 Days prior to such transfer, Defendants shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written agreement, to EPA Region 1, the United States Attorney for the District of Rhode Island, and the United States Department of Justice, in accordance with Section XV (Notices). Any attempt to transfer ownership or operation of the Facility without complying with this Paragraph constitutes a violation of this Decree.

7. Defendants 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 Decree. Defendants shall condition any such contract upon performance of the work in conformity with the terms of this Consent Decree.

8. In any action to enforce this Consent Decree, Defendants 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.

III. OBJECTIVES

9. The objectives of the Parties in entering into this Consent Decree are to further the purposes of the CAA, as described in Sections 111 and 129 of the CAA, 42 U.S.C. §§ 7411 and 7429; to protect public health and welfare, and the environment; to ensure Defendants comply with the provisions set forth herein; and to ensure that Defendants achieve and maintain compliance with the CAA.

IV. DEFINITIONS

10. Terms used in this Consent Decree that are defined in the CAA, or in regulations promulgated pursuant to the CAA, shall have the meanings assigned to them in the CAA 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. “Complaint” shall mean the complaint filed by the United States in this action.
- b. “Consent Decree” or “Decree” shall mean this Decree and all Appendices attached hereto (listed in Section XXIV).
- c. “Day” shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next business day.
- d. “Defendants” shall mean the defendants in the above-captioned action, Synagro Northeast, LLC, and the City of Woonsocket, Rhode Island.
- e. “EPA” shall mean the United States Environmental Protection Agency and any of its successor departments or agencies.

- f. “Effective Date” shall have the definition provided in Section XVI.
- g. “Facility” shall mean the sewage sludge incinerator owned or operated by Defendants in Woonsocket, Rhode Island, including without limitation a fluidized bed sewage sludge incineration (“SSI”) unit, air pollution control equipment, stack, and related real property.
- h. “Interest” shall mean interest on a principal amount (e.g., penalties) identified in this Consent Decree, calculated at the rate specified in 28 U.S.C. § 1961.
- i. “Paragraph” shall mean a portion of this Decree identified by an Arabic numeral.
- j. “Parties” shall mean the United States and Defendants.
- k. “Section” shall mean a portion of this Decree identified by a Roman numeral.
- l. “United States” shall mean the United States of America, acting on behalf of EPA.

V. CIVIL PENALTY

11. Within 30 Days after the Effective Date of this Consent Decree, Defendants shall pay the sum of \$373,660 as a civil penalty, together with Interest accruing from the date on which the Consent Decree is lodged with the Court, at the rate specified in 28 U.S.C. § 1961 as of the date of lodging.

12. Defendants shall pay the civil penalty due by FedWire Electronic Funds Transfer (“EFT”) to the U.S. Department of Justice account, in accordance with written instructions provided to Defendants by the Financial Litigation Unit (“FLU”) of the United States Attorney’s Office for the District of Rhode Island after the Effective Date. The payment instructions provided by the FLU will include a Consolidated Debt Collection System (“CDCS”) number,

which Defendants shall use to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions to:

Scott Jacobucci
Vice President, Regional Operations
Synagro Technologies, Inc.
435 Williams Court, Suite 100
Baltimore, MD 21220
Phone: (443) 248-3293
Email: sjacobucci@synagro.com

on behalf of Defendants. Defendants may change the individual(s) to receive payment instructions on their behalf by providing written notice of such change to both the United States and EPA in accordance with Section XV (Notices).

13. At the time of payment, Defendants shall send notice that payment has been made: (i) to EPA via email at cinwd_acctsreceivable@epa.gov or via regular mail at EPA Cincinnati Finance Office, 26 W. Martin Luther King Drive, Cincinnati, Ohio 45268; (ii) to the United States by mail or email in accordance with Section XV (Notices); and (iii) to EPA by mail or email in accordance with Section XV (Notices). Such notice shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in *United States v. Synagro Northeast, LLC and City of Woonsocket, Rhode Island* and shall reference the civil action number, CDCS Number, and DOJ case number 90-5-2-1-12275.

14. Defendants 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

15. Defendants shall comply with the requirements of Appendix A (Compliance Requirements) of this Consent Decree in accordance with the schedules therein. Appendix A is incorporated into and is fully enforceable under this Consent Decree.

16. Approval of Deliverables. After review of any plan, report, or other item that is required to be submitted pursuant to Appendix A of this Consent Decree, unless otherwise provided in that appendix, EPA shall in writing: (a) approve the submission; (b) approve the submission upon specified conditions; (c) approve part of the submission and disapprove the remainder; or (d) disapprove the submission.

17. If the submission is approved under Paragraph 16(a), Defendants shall take all actions required by the plan, report, or other document, in accordance with the schedules and requirements of the plan, report, or other document, as approved. If the submission is conditionally approved or approved only in part pursuant to Paragraph 16(b) or (c), Defendants shall, upon written direction from EPA, take all actions required by the approved plan, report, or other item that EPA determines are technically severable from any disapproved portions, subject to Defendants' right to dispute only the specified conditions or the disapproved portions, under Section X (Dispute Resolution).

18. If the submission is disapproved in whole or in part under Paragraph 16(c) or (d), Defendants shall, within 45 Days or such longer period of time as the Parties agree to in writing, correct all deficiencies and resubmit the plan, report, or other item, or disapproved portion thereof, for approval, in accordance with the preceding Paragraphs. If the resubmission is approved in whole or in part, Defendants shall proceed in accordance with the preceding Paragraph.

19. If a resubmitted plan, report, or other item, or portion thereof, is disapproved in whole or in part, EPA may again require Defendants to correct any deficiencies, in accordance with the preceding Paragraphs, subject to Defendants' right to invoke Dispute Resolution and the right of EPA to seek stipulated penalties as provided in the preceding Paragraphs.

20. Any stipulated penalties applicable to the original submission, as provided in Section VIII (Stipulated Penalties) of this Consent Decree, shall accrue during the 45-Day period or other specified period as the Parties agree to in writing, but shall not be payable unless the resubmission is untimely or is disapproved in whole or in part; provided that, if the original submission was so deficient as to constitute a material breach of Defendants' obligations under this Decree, the stipulated penalties applicable to the original submission shall be due and payable notwithstanding any subsequent resubmission.

21. If a resubmitted plan, report, or other item, or portion thereof, is disapproved in whole or in part, EPA may again require Defendants to correct any deficiencies in accordance with the preceding Paragraphs, subject to Defendants' right to invoke Dispute Resolution and the right of EPA to seek stipulated penalties as provided in the preceding Paragraphs.

22. Permits. Where any compliance obligation in Appendix A requires Defendants to obtain a federal, state, or local permit or approval, Defendants shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. Defendants may seek relief under the provisions of Section IX (Force Majeure) of this Consent Decree 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 Defendants have submitted timely and complete applications and have taken all other actions necessary to obtain all such permits or approvals.

VII. REPORTING REQUIREMENTS

23. If Defendants violate, or have reason to believe that they may violate, any requirement of this Consent Decree, Defendants shall submit to the United States a written report of such violation and its likely duration, within 14 Days of the Day Defendants first become

aware of the violation, with an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent, correct, or minimize such violation. If the cause of a violation cannot be fully explained at the time the report is due, Defendants shall so state in the report. Defendants shall investigate the cause of the violation and shall then submit an amendment to the report, including a full explanation of the cause of the violation, within 30 Days of the Day Defendants become aware of the cause of the violation. Nothing in this Paragraph or the following Paragraph relieves Defendants of their obligation to provide the notice required by Section IX (Force Majeure).

24. Whenever any violation of this Consent Decree or of the environmental statutes, regulations or any applicable permits, or any other event affecting Defendants' performance under this Decree, or the operation of the Facility, may pose an immediate threat to the public health or welfare or the environment, Defendants shall notify EPA orally or by electronic mail as soon as possible, but no later than 24 hours after either Defendant first knew of the violation or event. This procedure is in addition to the requirements set forth in the preceding Paragraph.

25. All reports and notifications required by this Section VII (Reporting Requirements) and Appendix A shall be submitted to the persons designated in Section XV (Notices).

26. Each report submitted by Defendants under this Section VII (Reporting Requirements) and under Appendix A shall be signed by an official of the submitting party and 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. I have no personal knowledge that the information

submitted is other than true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

This certification requirement does not apply to emergency or similar notifications, such as those required under Paragraph 24, where compliance would be impractical.

27. The reporting requirements of this Consent Decree do not relieve Defendants of any reporting obligations required by the CAA or its implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

28. 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

29. Defendants 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). A violation includes failing to perform any obligation required by the terms of this Decree, including payment of civil penalties, compliance requirement, any work plan or schedule approved under this Decree, and any required report or notification, according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree.

30. Late Payment of Civil Penalty. If Defendants fail to pay the civil penalty required to be paid under Section V (Civil Penalty) of this Decree when due, Defendants shall pay a stipulated penalty of \$3,000 per Day for each Day that the payment is late.

31. Compliance Requirements. The following stipulated penalties shall accrue per violation per Day for each violation of a requirement specified in Section VI (Compliance Requirements), including Appendices A incorporated therein by reference:

<u>Period of Noncompliance</u>	<u>Penalty per Violation per Days</u>
1st through 14th Day	\$500
15th through 30th Day	\$750
31st Day and beyond	\$2,000

32. Reporting Requirements. The following stipulated penalties shall accrue per violation per Day for each violation of the reporting requirements of Section VII (Reporting Requirements):

<u>Period of Noncompliance</u>	<u>Penalty per Violation per Day</u>
1st through 14th Day	\$250
15th through 30th Day	\$500
31st Day and beyond	\$1,000

33. 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 such performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree. Stipulated penalties shall accrue regardless of whether the United States has notified Defendants that a violation of this Consent Decree has occurred.

34. Defendants shall pay any stipulated penalty within 30 Days after receiving the United States' written demand.

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

36. Stipulated penalties shall continue to accrue as provided in Paragraph 33 during any Dispute Resolution but need not be paid until the following:

a. If the dispute is resolved by agreement of the Parties or by a decision of EPA that is not appealed to the Court. Defendants 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, Defendants 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, Defendants shall pay all accrued penalties determined to be owing, together with Interest, within 15 Days of receiving the final appellate court decision.

37. Defendants shall pay stipulated penalties owing to the United States in the manner set forth and with the confirmation notices required by Paragraphs 12 and 13, 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.

38. If Defendants fail to pay stipulated penalties according to the terms of this Consent Decree, Defendants 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 Defendants' failure to pay any stipulated penalties.

39. The payment of penalties and Interest, if any, under this Section shall not alter in any way Defendants' obligations to complete the performance of the requirements of this Consent Decree.

40. Non-Exclusivity of Remedy. Stipulated penalties are not the United States' exclusive remedy for violations of this Consent Decree. Subject to the provisions of Section XII (Effect of Settlement/Reservation of Rights), the United States expressly reserves the right to seek any other relief it deems appropriate for Defendants' violation of this Consent Decree or applicable law, including but not limited to an action against Defendants for statutory penalties, additional injunctive relief, mitigation or offset measures, and/or contempt. However, the amount of any statutory penalty assessed for a violation of this Consent Decree shall be reduced by an amount equal to the amount of any stipulated penalty assessed and paid pursuant to this Consent Decree.

IX. FORCE MAJEURE

41. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Defendants, of any entity controlled by Defendants, or of any of Defendants' contractors that delays or prevents the full performance of any obligation under this Consent Decree despite Defendants' best efforts to fulfill the obligation. The requirement that Defendants 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 potential force majeure event (a) as it is occurring and (b) following the potential force majeure, such that the delay and any adverse effects of the delay are minimized. "Force majeure" does not include Defendants' financial inability to perform any obligation under this Consent Decree.

42. 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, the Defendants shall provide notice orally or by electronic mail to EPA as soon as possible but no later than within 72 hours of when either Defendant first knows that the event might cause a delay. Within seven Days thereafter, Defendants 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; Defendants' 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 Defendants, such event may cause or contribute to an endangerment to public health, welfare or the environment. Defendants shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event. Failure to comply with the above requirements shall preclude Defendants 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. Defendants shall be deemed to know of any circumstance of which either Defendant, any entity controlled by a Defendant, or any of Defendants' contractors knew or should have known.

43. If EPA agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of 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 Defendants in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

44. 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 Defendants in writing of its decision.

45. If Defendants elect 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, Defendants 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 Defendants complied with the requirements of Paragraphs 42 and 43. If Defendants carry this burden, the delay at issue shall be deemed not to be a violation by Defendants of the affected obligation of this Consent Decree identified to EPA and the Court.

X. DISPUTE RESOLUTION

46. 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. Defendants' failure to seek resolution of a dispute under this Section shall preclude Defendants from raising any such issue as a defense to an action by the United States to enforce any obligation of Defendants arising under this Decree.

47. 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 Defendants send 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 of the Parties. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within 15 Days after the conclusion of the informal negotiation period, Defendants invoke formal dispute resolution procedures as set forth below.

48. Formal Dispute Resolution. Defendants 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. Defendants' Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Defendants' position and any supporting documentation relied upon by Defendants.

49. The United States shall serve its Statement of Position within 45 Days of receipt of Defendants' 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 Defendants, unless Defendants file a motion for judicial review of the dispute in accordance with the following Paragraph.

50. Defendants may seek judicial review of the dispute by filing with the Court and serving on the United States, in accordance with Section XV (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within 14 Days of receipt of the United States' Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of Defendants' 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. Defendants' motion to the Court shall not raise new issues or submit new facts that were not previously presented to the United States during formal dispute resolution.

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

52. Standard of Review

a. Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 49 pertaining to the adequacy or appropriateness of plans, procedures to implement plans, schedules or any other items requiring approval by EPA under this Consent Decree; the adequacy of the performance of work undertaken pursuant to this Consent Decree; and all other disputes that are accorded review on the administrative record under applicable principles of administrative law, Defendants shall have the burden of demonstrating, based on the administrative record, that the position of the United States is arbitrary and capricious or otherwise not in accordance with law.

b. Other Disputes. Except as otherwise provided in this Consent Decree, in any other dispute brought under Paragraph 49, Defendants shall bear the burden of demonstrating that its position complies with this Consent Decree and better furthers the objectives of the Consent Decree.

53. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Defendants under this Consent Decree, unless and until 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 37. If

Defendants do 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

54. The United States and its representatives, including attorneys, contractors, and consultants, shall have the right of entry into the 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 either Defendants or its representatives, contractors, or consultants;
- d. obtain documentary evidence, including photographs, video and similar data; and
- e. assess Defendant's compliance with this Consent Decree.

55. Upon request and reasonable notice, Defendants shall provide EPA or its authorized representative splits of any samples taken by Defendants. Upon request and reasonable notice, EPA shall provide Defendants splits of any samples taken by EPA.

56. Until five years after the termination of this Consent Decree, Defendants 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 in any manner to Defendants' performance of its obligations under this Consent Decree. This information retention requirement

shall apply regardless of any contrary corporate, municipal or institutional policies or procedures. At any time during this information-retention period, upon request by the United States, Defendants shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

57. At the conclusion of the information-retention period provided in the preceding Paragraph, Defendants 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, Defendants shall deliver any such documents, records, or other information to EPA. Defendants 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 Defendants assert such a privilege, they 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 Defendants. However, no documents, records, or other information created or generated pursuant to the requirements of this Consent Decree shall be withheld on grounds of privilege.

58. Defendants may also 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 Defendants seek to protect as CBI, Defendants shall follow the procedures set forth in 40 C.F.R. Part 2.

59. 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 Defendants to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

XII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

60. 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 of this Consent Decree.

61. The United States reserves all legal and equitable remedies available to enforce the provisions of the Consent Decree. This Consent Decree shall not be construed to limit the rights of the United States to obtain penalties or injunctive relief under the CAA or implementing regulations, or under other federal laws, regulations or permit conditions, except as expressly specified in Paragraph 61. 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, Defendants' Facility, whether related to the violations addressed in this Consent Decree or otherwise.

62. 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, Defendants shall not assert, and may not maintain, any defense or claim based on 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 61.

63. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Defendants are responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; and Defendants' 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 Defendants' compliance with any aspect of this Consent Decree will result in compliance with provisions of the CAA, 42 U.S.C. § 7401, et seq., or with any other provisions of federal, State, or local laws, regulations, or permits.

64. This Consent Decree does not limit or affect the rights of Defendants 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 Defendants, except as otherwise provided by law.

65. 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

66. 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 Defendants.

XIV. 26 U.S.C. SECTION 162(f)(2)(A)(ii) IDENTIFICATION

67. For purposes of the identification requirement of Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), performance of Paragraph 7 (provision of

Decree to employees and contractors), Paragraph 15 (Compliance Requirements), Paragraphs 16-19 (Approval of Deliverables), Paragraph 22 (Permits), Appendices A and B (Compliance Requirements), Paragraphs 23-25 and 27-28 (Reporting Requirements), and Paragraphs 55-59 (Information Collection and Retention), is restitution or required to come into compliance with law.

XV. NOTICES

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

As to the United States by email: eescdcopy.enrd@usdoj.gov
Re: DJ # 90-5-2-1-12275

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 # 90-5-2-1-12275

As to EPA by mail: Director
Enforcement and Compliance Assurance Division
EPA Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912

As to EPA by email: Tahani Rivers
Attorney-Advisor
rivers.tahani@epa.gov

Christine Sansevero
Chief, Air Compliance Section
Sansevero.christine@epa.gov

As to Defendant Synagro by mail: Layne Baroldi,
VP, Technical Services and Government Affairs,
135 Reposado Drive
La Habra Heights, CA 90631

As to Defendant Synagro by e-mail: lbaroldi@synagro.com

As to Defendant Woonsocket by e-mail: Steven D'Agostino
(*Each of the identified
three individuals*) Woonsocket Director or Public Works
sdagostino@woonsocket.org

Jon Pratt
Woonsocket City Engineer
jpratt@woonsocket.org

Sean Coffey
Special Counsel
scoffey@burnslev.com

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

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

XVI. EFFECTIVE DATE

71. 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; provided, however, that Defendants hereby agree that they shall be bound to perform duties scheduled to occur prior to the Effective Date upon execution of the Consent Decree by all Parties. In the event the United States withdraws or withholds consent to this Consent Decree before entry, or the Court declines to enter the Consent Decree, then the preceding requirement to perform duties scheduled to occur before the Effective Date shall terminate.

XVII. RETENTION OF JURISDICTION

72. 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 XVI (Modification), or effectuating or enforcing compliance with the terms of this Decree.

XVIII. MODIFICATION

73. 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.

74. 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 53, 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).

XIX . TERMINATION

75. After Defendants have completed the requirements of Section VI (Compliance Requirements), Section VII (Reporting Requirements), and Appendix A of this Decree, has thereafter maintained continuous satisfactory compliance with this Decree for a period of two years, and have paid the civil penalty and any stipulated penalties and Interest as required by this Consent Decree, Defendants may serve upon the United States a Request for Termination, stating that they have satisfied those requirements, together with all necessary supporting documentation.

76. Following receipt by the United States of Defendants' Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties

may have as to whether Defendants have 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.

77. If the United States does not agree that the Decree may be terminated, Defendants may invoke dispute resolution under Section X (Dispute Resolution). However, Defendants shall not seek dispute resolution of any dispute regarding termination until 30 Days after service of their Request for Termination.

XX. PUBLIC PARTICIPATION

78. 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. Defendants consent to entry of this Consent Decree without further notice and agree 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 Defendants in writing that it no longer supports entry of the Decree.

XXI. SIGNATORIES/SERVICE

79. Each undersigned representative of Defendants and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice 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.

80. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Defendants agree to accept service of process by mail, or by email, 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. Defendants need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XXII. INTEGRATION

81. This Consent Decree 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. Other than deliverables that are subsequently submitted and approved pursuant to this Decree, the Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree.

XXIII. FINAL JUDGMENT

82. 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 Defendants. 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.

XXIV. APPENDICES

83. The following appendices are attached to and part of this Consent Decree:

a. “Appendix A” sets forth Compliance Requirements required by and incorporated into this Consent Decree; and

b. “Appendix B” is the Synagro and Woonsocket Tracking Chart for Certain Consent Decree Compliance Deadlines.

Dated and entered this ___ day of _____, 2021.

UNITED STATES DISTRICT JUDGE

FOR PLAINTIFF UNITED STATES OF AMERICA:

Respectfully submitted,

TODD KIM
Assistant Attorney General
U.S. Department of Justice
Environment and Natural Resources Division

Dated: December 13, 2021

/s/ David Laufman Weigert
DAVID LAUFMAN WEIGERT
Senior Counsel
Environmental Enforcement Section
Environment and Natural Resources
Division
U.S. Department of Justice
Ben Franklin Station P.O. Box 7611
Washington, D.C. 20044-7611
Phone: (202) 514-5413
Email: david.weigert@usdoj.gov

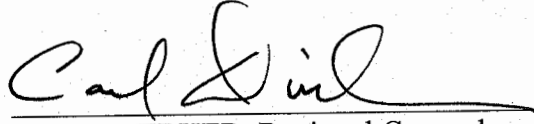
RICHARD B. MYRUS
Acting United States Attorney

ZACHARY A. CUNHA (Bar No. 7855)
Assistant U.S. Attorney
50 Kennedy Plaza, 8th Floor
Providence, RI 02903
Phone: (401) 709-5000
Email: Zachary.Cunha@usdoj.gov

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

10/6/21

Date



CARL DIERKER, Regional Counsel

U.S. Environmental Protection Agency, Region 1

5 Post Office Square-Suite 100 (Mail Code ORC04-6)

Boston, MA 02109-3912

OF COUNSEL:

TOM OLIVIER

Senior Enforcement Counsel

U.S. Environmental Protection Agency, Region 1

5 Post Office Square - Suite 100 (Mail Code 04-3)

Boston, MA 02109-3912

TAHANI ANN RIVERS

Enforcement Counsel

U.S. Environmental Protection Agency, Region 1

5 Post Office Square - Suite 100 (Mail Code 04-3)

Boston, MA 02109-3912

PROVIDENCE SPINA

U.S. Environmental Protection Agency

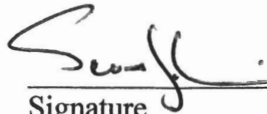
William Jefferson Clinton Building

1200 Pennsylvania Avenue, N.W. (Mail Code: 2242A)

Washington, D.C. 20460

FOR DEFENDANT SYNAGRO NORTHEAST, LLC:

August 9, 2021
Date



Signature
Scott Jacobucci

Name
Vice President – Regional Operations

Title
Synagro Northeast, LLC

Organization
435 Williams Court, Suite 100

Address
Baltimore, MD 21220

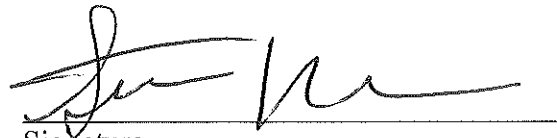
Address
(443) 248-3293

Phone
s.jacobucci@synagro.com

Email

FOR DEFENDANT CITY OF WOONSOCKET, RHODE ISLAND:

10/5/21
Date


Signature

STEVEN D'AGOSTINO
Name

DIRECTOR OF PUBLIC WORKS
Title

CITY OF WOONSOCKET, R.I.
Organization

169 MAIN STREET
Address

WOONSOCKET, RI
Address

(401) 767-1613
Phone

SDAGOSTINO@woonsocketri.org
Email

Appendix A: Compliance Requirements

1. General Compliance Requirements

No later than September 1, 2021, in accordance with the schedule set forth below, Synagro and Woonsocket (collectively, “Defendants”) shall achieve compliance at the Facility with all applicable requirements of CAA Section 129, 42 U.S.C. § 7429, and 40 C.F.R. Part 62, Subpart LLL (“Subpart LLL”), including but not limited to those identified below.

2. Reports to EPA

a. Status Reports. Within 21 Days after the end of each month after the date of lodging of this Consent Decree, Synagro and Woonsocket shall submit to the U.S. Department of Justice and EPA, in accordance with Section XV (Notices), reports (“Status Reports”), as required by 40 C.F.R. § 62.15895 and this Paragraph, until Defendants submit their final compliance report under Appendix A, Paragraph 2.c and such report has been approved by EPA under Consent Decree Paragraphs 16-19 (Approval of Deliverables). After submission and EPA approval of their final compliance report under Appendix A, Paragraph 2.c, Defendants shall submit each Status Report within 90 days after submission of the previous Status Report, until termination of this Decree pursuant to Section XIX (Termination). Each Status Report shall include, for the preceding reporting period: a description of compliance-related activities related to the Facility performed during the preceding reporting period, but need not provide historic or cumulative information from prior reporting periods, unless relevant to such compliance-related activities performed during the immediately preceding month; any milestones in Appendix A timely completed or not timely completed; any problems related to the timely completion of such milestones encountered or anticipated, and any solutions implemented or proposed; the status of any permit applications; and the results of any inspections or tests (including the monitoring required under App. A ¶ 12) performed, or any repairs made. Defendants shall include in each

Status Report the information required by 40 C.F.R. § 62.16030(d) for the preceding reporting period in a format that complies with the applicable regulations, including without limitation 3-hour and 12-hour block averages, as well as a deviation summary that tallies the periods of deviation and a graphical representation of the data. Defendants shall submit to EPA every reporting period, together with each of the above-referenced Status Reports, a chart in substantially the same form as that attached hereto as Appendix B (Synagro and Woonsocket Tracking Chart for Certain Consent Decree Compliance Deadlines), in which they shall describe their timely performance, or not, of any such compliance measures during the previous month. These Status Reports are not subject to Consent Decree Paragraphs 16-19 (Approval of Deliverables).

b. Semi-Annual Reports. Defendants shall also submit the semi-annual deviation reports required by 40 C.F.R. § 62.16030(d) (“Semi-Annual Reports”). These Semi-Annual Reports shall provide the information required by 40 C.F.R. § 62.16030(d) for the preceding six-month period in a format that complies with the applicable regulations, including without limitation 3-hour and 12-hour block averages, as well as a deviation summary that tallies the periods of deviation for the reporting period and a graphical representation of the relevant data. These Semi-Annual Reports are not subject to Consent Decree Paragraph 16-19 (Approval of Deliverables).

c. Final Compliance Report. By September 21, 2021, Defendants shall submit a final compliance report, pursuant to 40 C.F.R. § 16030(a) and 40 C.F.R. § 62.15905, including without limitation a final control plan and notice that final compliance has been met.

3. **Report to the Court**

No later than two years after the Effective Date of the Consent Decree, and at least every two years thereafter until termination of this Consent Decree pursuant to Section XIX, Defendants, in consultation with the United States, shall submit to the Court a report on compliance with the requirements of this Consent Decree. The report shall include a recommendation regarding the need for a status conference with the Court. Within 60 Days after Defendant submits its report, the United States may submit to the Court a response or supplement to Defendants' report to the Court.

4. **Control Plan**

No later than 60 days after the Effective Date, Defendants shall finalize and submit to EPA their Control Plan, pursuant to 40 C.F.R. §§ 62.15900 and 62.15875(a). The Control Plan is subject to the EPA approval process under Consent Decree Paragraphs 16-19. Defendants shall comply with the EPA-approved Control Plan.

5. **Site-Specific Monitoring Plan**

No later than 60 days after the Effective Date, Defendants shall submit to EPA a revised Site-Specific Monitoring Plan ("SSMP"), in accordance with 40 C.F.R. § 62.15995(h). The SSMP is subject to the EPA approval process under Consent Decree Paragraphs 16-19. Defendants shall comply with the EPA-approved SSMP.

6. **Annual Air Pollution Control Device Inspection**

Within 12 months of the previous air pollution control device inspection at the Facility and annually thereafter, Defendants shall conduct an air pollution control device inspection and perform any necessary repairs found during the inspection, in accordance with the time frames and other requirements of 40 C.F.R. §§ 62.16010(a), (b).

7. **Performance Testing**

a. Defendants shall conduct their next performance test by January 31, 2022, after which they shall conduct a performance test on an annual basis (between 11 and 13 calendar months following the previous performance test), as required by 40 C.F.R. § 62.16000(a), unless less frequent testing is authorized based on prior performance tests in accordance with 40 C.F.R. § 62.16000(a)(3).

b. No later than 60 days prior to the conduct of each such performance test, Defendants shall submit to EPA a performance test notification and a site-specific test plan for all pollutants, including a proposed schedule for implementing the plan. This site-specific test plan shall be subject to the EPA approval process under Consent Decree Paragraphs 16-19.

c. Within 30 days of the date that EPA approves a test plan under Decree Paragraphs 16-19, Defendants shall hold a pre-test meeting with EPA and implement the EPA-approved site-specific test plan, including scheduling the testing date(s), in accordance with the EPA-approved plan. The testing must be conducted pursuant to 40 C.F.R. §§ 62.15980(a), 62.16000, 62.16015(a), and 60.8, and completed no later than 60 days after the pre-test meeting.

d. Within 60 days of completing the testing, Defendants must submit to EPA a test report pursuant to 40 C.F.R. § 62.16030(h)(2).

e. If Defendants plan to make changes to the Facility's monitoring procedures, make a process change, or make a request for alternate monitoring, they must follow the requirements of 40 C.F.R. §§ 62.15995 and 62.16000.

8. **Operating Limits**

a. Defendants must establish site-specific operating limits during each performance test, as required by 40 C.F.R. § 62.15985, provided that the test demonstrate compliance.

b. Defendants shall demonstrate continuous compliance with established operating limits pursuant to 40 C.F.R. § 62.16005.

9. **Emission Limits**

Defendants must continuously meet the emission limits and standards specified in Table 2 of Subpart LLL, pursuant to 40 C.F.R. § 62.15955.

10. **Injunctive Relief**

a. Defendants shall timely design, install, and operate any add-on controls or process changes necessary to meet the required emission limits and operating limits, in accordance with Paragraph 11(b) below.

b. If EPA notifies Defendants that they have failed to demonstrate continuous compliance with one or more emission limit(s) and/or operating limit(s) for any pollutant, Defendants shall, as expeditiously as practicable but no later than 60 days after the date of such notice, submit to EPA a proposed plan for implementing measures to achieve and demonstrate continuous compliance with such emission limit(s) and/or operating limit(s) and a schedule for implementing these measures. This proposal shall be subject to the EPA approval process under Consent Decree Paragraphs 16-19. Defendants shall timely implement the EPA-approved compliance plan.

11. **Sulfur Dioxide Continuous Emissions Monitoring Systems**

Defendants must continue to operate the sulfur dioxide (“SO₂”) continuous emissions monitoring systems (“CEMS”) at the Facility, without interruption except for necessary repairs or events outside of Defendants’ or their agents’ control (such as a force majeure under Section IX), until at least six months following a performance test during which the Facility meets emission limits and standards for all pollutants specified in Subpart LLL.

12. **Annual Compliance Report**

Defendants must submit to EPA annual compliance reports, including the items listed in 40 C.F.R. §§ 62.16030(c)(1) through (16). Annual compliance reports must clearly state the operating limits, and when such operating limits were set, against which Defendants are evaluating compliance with the requirements of Subpart LLL. Defendants submitted their first annual compliance report on February 10, 2021. Defendants must submit each subsequent annual compliance report to EPA no later than 12 months following the previous annual compliance report. These reports are not subject to EPA approval under Consent Decree Paragraphs 16-19.

Appendix B

Synagro and Woonsocket Tracking Chart for Certain Consent Decree Compliance Deadlines: Update and Submit with Every Monthly Report Required Under Consent Decree Appendix A Paragraph 2(a)		
Description of Compliance Requirement (CD Provision)	Due Date	Due Date Met? (Yes, No, Not yet due)
Meet all 40 CFR Part 62, Subpart LLL Requirements (App. A ¶ 1)	September 1, 2021	
Submit monthly reports (App. A ¶ 2(a))	Monthly until submission and approval of final compliance report, then quarterly until CD termination date	
Submit semi-annual reports (App. A ¶ 2(b))	Semi-Annually, as specified in 40 C.F.R. § 62.16030(d)	
Submit final compliance report (App. A ¶ 2(c))	September 21, 2021	
Submit Control Plan (App. A ¶ 4)	No later than 60 days after Effective Date	
Comply with Control Plan (App. A ¶ 4)	Starting on date EPA approves Control Plan	
Submit SSMP (App. A ¶ 5)	No later than 60 days after Effective Date	
Comply with SSMP (App. A ¶ 5)	Starting on date EPA approves SSMP	
Conduct annual air pollution control device inspections (App. A ¶ 6)	Within 12 months after previous air pollution control device inspection and annually thereafter	
Perform any necessary control device repairs, in accordance with the timeframes and other requirements of 40 C.F.R. §§ 62.16010(a) and (b) (App. A ¶ 6)	In accordance with the timeframes in 40 C.F.R. §§ 62.16010(a) and (b)	

Conduct performance testing (App. A ¶ 7.a)	By January 31, 2022, after which on an annual basis (between 11 and 13 calendar months) following previous performance test, unless otherwise authorized or required under 40 C.F.R. § 62.16000(a)	
Submit performance test notification and site-specific test plan (App. A ¶ 7.b)	No later than 60 days before proposed test date	
Hold a pre-test meeting with EPA, implement test plan, including scheduling the testing date(s) (App. A ¶ 7.c)	Within 30 days after EPA approval of test plan	
Complete performance testing (App. A ¶ 7.c)	Within 60 days after pre-test meeting	
Submit a complete performance test report (App. A ¶ 7.d)	Within 60 days after test completion	
Set operating limits (App. A ¶ 8.a)	During performance test	
Meet the operating limits (App. A ¶ 8.b)	Continuous compliance required, immediately after establishing operating limits	
Meet emission limits and standards (App. A ¶ 9)	Continuous compliance	
Design, install, and operate any add-on controls or process changes necessary to meet the required emission and operating limits (App. A ¶ 10.a)	According to schedule approved by EPA under App. A, ¶ 11(b)	
Submission of proposed plan for implementing measures to achieve and demonstrate continuous compliance with operating limits and schedule for implementing these measures, if EPA provides notice of failure to demonstrate continuous compliance with such limits (App. A ¶ 10.b)	As expeditiously as practicable, but no later than 60 days after date of EPA notice of noncompliance under App. A, ¶ 10.b	
Implementation of EPA-approved compliance plan (App. A ¶ 10.b)	According to schedule approved by EPA under App. A, ¶ 10.b	

Operate SO ₂ CEMS (App. A ¶ 11)	Continuously, until at least six months following completion of performance testing during which limits and standards are met	
Submit results of SO ₂ CEMS monitoring in status report (App. A ¶ 2.a)	Deadline for submission of App. A ¶ 2.a status report	
Submit annual compliance report (App. A ¶ 13)	Annually, within 12 months after submission of previous compliance report	