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**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

PUGET SOUND CLEAN AIR AGENCY,) NO. C07-0409 RSM
)
Plaintiff,) CONSENT DECREE
vs.)
)
SAINT-GOBAIN CONTAINERS, INC.,)
)
Defendant)

I. RECITALS

A. Plaintiff Puget Sound Clean Air Agency (hereinafter referred to as the Agency) is a multi-county regional air pollution control authority covering the counties of King, Pierce, Snohomish, and Kitsap, in the State of Washington. The Agency was formerly known as the Puget Sound Air Pollution Control Agency, and effective July 1, 1999, changed its name to the current name. It is a municipal corporation of the State of Washington established under RCW 70.94, the Washington Clean Air Act. Pursuant to RCW 70.94.141, the Agency has adopted its own regulations, known as Regulation I, II, and III. The Agency has issued notices of violation and civil penalties to the Defendant in this action.

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B. The Defendant, Saint-Gobain Containers, Inc. ("SGCI"), is a Delaware corporation authorized to do business in the State of Washington, with its principal place of business located at 1509 South Macedonia Avenue, Muncie, Indiana 47307-4200. SGCI operates a facility at 5801 East Marginal Way South, Seattle, Washington 98134 ("Seattle Plant"). SGCI is engaged in the business of manufacturing glass containers that are used in the food, wine and beverage industries.

C. The Agency and SGCI are entering into this Consent Decree in resolution of the Complaint For Collection of Civil Penalties. SGCI denies any liability to the Agency arising out of the transactions or occurrences alleged in the Complaint. SGCI has agreed to pay a civil penalty to resolve the alleged violations set forth in the Complaint and undertake certain additional actions.

II. JURISDICTION

A. This Court has jurisdiction over the subject matter and over the parties pursuant to 42 U.S.C. §§ 7401 and 7410 (Federal Clean Air Act), 40 C.F.R. § 52.2470 *et seq.*, and 28 U.S.C. § 1331 (federal question). This Court also has jurisdiction pursuant to 28 U.S.C. § 1332(a)(1) (diversity) because SGCI is a Delaware corporation with its principal place of business in Muncie, Indiana, and the Agency is a Washington municipal corporation. Venue is proper in this Court under 28 U.S.C. § 1391(b) because the violations that are the subject of this action occurred in the Western District of Washington.

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B. The actions to be taken pursuant to this Consent Decree are consistent with the requirements of the Federal Clean Air Act, the Washington Clean Air Act, the Washington State Implementation Plan, and the Agency's regulations.

III. PARTIES BOUND

This Consent Decree applies to and is binding upon the signatories to this Consent Decree ("the Parties") and their successors and assigns. The signatories represent that they are fully authorized to enter into this Consent Decree. SGCI agrees to undertake all actions required by the terms and conditions of this Consent Decree and not to contest the Agency's jurisdiction or authority regarding this Consent Decree.

IV. CIVIL PENALTY

The Agency has issued Civil Penalty Nos. 9823, 9824, 9871, 9881, 9955, 9956, 9957, 9958, and 07-033CP, for a total amount of \$539,100.00. In resolution of the Complaint and in consideration of the obligations undertaken herein, SGCI agrees to pay to the Agency, and the Agency agrees to accept, a civil penalty of \$341,100.00. This represents full satisfaction of the itemized civil penalties and all other potential civil penalties arising from the notices of violation listed in Exhibit A attached hereto. Payment of this civil penalty also resolves those future potential violations set forth in Section VII.F. and VII.G. of this Consent Decree. Payment is due 30 days after the date the Court enters this Consent Decree.

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V. COMPLIANCE SCHEDULE

In addition to the terms described under Section IV of this Consent Decree, SGCI and the Agency agree to the following:

A. Experimental Project

SGCI shall implement the experimental project described in this section.

1. Furnace No. 5. SGCI has submitted a Notice of Construction (“NOC”) application to install Tri-Mer Cloud Chamber Scrubber equipment on Furnace No. 5, and the Agency has issued Order of Approval (“Order”) No. 9528 authorizing such installation.

a. SGCI has issued a purchase order to the vendor of the Tri-Mer Cloud Chamber Scrubber equipment.

b. Within twenty-four (24) months of the issuance of Order No. 9528, SGCI shall complete initial installation and start-up of the Tri-Mer Cloud Chamber Scrubber equipment pursuant to Order No. 9528.

2. SGCI shall submit quarterly progress reports to the Agency on the installation of the Tri-Mer Cloud Chamber Scrubber equipment on Furnace No. 5 within thirty (30) days following the last day of each calendar quarter, beginning upon the date of entry of this Consent Decree and ending with the quarter following initial installation and start-up of the Tri-Mer Cloud Chamber Scrubber equipment.

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3 3. Within four (4) months after completing the initial installation and start-up
4 of the Tri-Mer Cloud Chamber Scrubber equipment, SGCI shall submit a completion
5 report to the Agency. The completion report shall contain the following information:

- 6 a. a detailed description of the project as implemented,
7
8 b. a description of any problems encountered in completing the
9 project and the solutions to the problems,
10
11 c. the total cost of the project, and
12
13 d. certification that the project has been fully implemented pursuant
14 to the provisions of this Consent Decree.

15 B. Other Equitable Relief

16 1. Furnace No. 2. At least eighteen (18) months prior to the date Furnace No.
17 2 is scheduled for a major rebuild for a new campaign, SGCI shall submit to the Agency a
18 review of reasonably available control technologies (RACT) for the control of sulfur
19 oxides and particulate matter emissions, which review shall include a review of the
20 performance of the Tri-Mer Cloud Chamber Scrubber on Furnace No. 5 as well as other
21 reasonably available emission reduction methods. SGCI agrees to implement the
22 emissions reduction method or methods identified as meeting the regulatory definition of
23 reasonably available control technology at the time of the major rebuild for a new
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3 campaign. To the extent required by applicable Agency regulations, SGCI shall submit a
4 NOC application prior to construction or installation thereof.

5 2. Furnace No. 3. At least eighteen (18) months prior to the date Furnace No.
6 3 is scheduled for a major rebuild for a new campaign, SGCI shall submit to the Agency a
7 review of reasonably available control technologies (RACT) for the control of sulfur
8 oxides and particulate matter emissions, which review shall include a review of the
9 performance of the Tri-Mer Cloud Chamber Scrubber on Furnace No. 5 as well as other
10 reasonably available emission reduction methods. SGCI agrees to implement the
11 emissions reduction method or methods identified as meeting the regulatory definition of
12 reasonably available control technology at the time of the major rebuild for a new
13 campaign. To the extent required by applicable Agency regulations, SGCI shall submit a
14 NOC application prior to construction or installation thereof.

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17 C. Status Reports

18 For two (2) calendar years following the effective date of this Consent Decree,
19 SGCI and the Agency shall submit quarterly joint status reports to the Court regarding the
20 status of this Consent Decree. The status reports are due thirty (30) days following the
21 last day of each calendar quarter, beginning with the quarter ending June, 2007. After the
22 expiration of that two year period and until termination of this Consent Decree, SGCI and
23 the Agency shall submit annual joint status reports to the Court regarding the status of
24 this Consent Decree. The annual joint status reports are due by January 31st of each year.
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VI. STIPULATED PENALTIES

A. For the reasons described below, the Agency may require that SGCI pay the amounts set forth in this section as stipulated penalties. For the purposes of this section “day” refers to calendar days.

B. Stipulated penalties shall accrue, upon written notice to SGCI, for the following reasons and in the following amounts:

1. Failure to pay the civil penalty payment required under Section IV of this Consent Decree - \$5,000.00 per day for each day that the payment is late.

2. Compliance Schedule – Except as excused pursuant to Section XI.C. below, the following stipulated penalties shall accrue per violation per day for each violation of the requirements listed below:

<u>Penalty Amount:</u>	
<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$1,000.00	1 st through 15 th day
\$2,000.00	16 th through 30 th day
\$5,000.00	31 st day and beyond

Requirement

- Submit quarterly progress reports pursuant to Section V.A.2.

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- Complete initial installation and start-up of the Tri-Mer Cloud Chamber Scrubber equipment pursuant to Section V.A.1.b.
- Submit completion report pursuant to Section V.A.3.
- Submit RACT analysis pursuant to Sections V.B.1. and V.B.2
- Pay stipulated penalties pursuant to Sections VI.B.3, 4, and 5

3. Violation of Section EU 1.8 of Air Operating Permit No. 11656 (“AOP”) – \$200.00 per day of violation.

4. Violation of Section EU 1.5 of the AOP on Furnace No. 5 – \$200.00 per day of violation.

5. Violation of Section EU 1.5 of the AOP on Furnaces No. 2 (i.e., average of emissions from both stacks of Furnace No. 2 exceeds permit limit) and No. 3 – \$100.00 per day of violation per furnace.

6. Notwithstanding Section V above, if SGCI halts or abandons work to install the Tri-Mer Cloud Chamber Scrubber equipment on Furnace No. 5 prior to commencement of operation of the Tri-Mer Cloud Chamber Scrubber equipment pursuant to Section V.A.1, in lieu of daily stipulated penalties pursuant to Section VI.B.2 above, SGCI shall pay a stipulated penalty of \$200,000.00. In addition, if SGCI halts or abandons work to install the Tri-Mer Cloud Chamber Scrubber equipment on Furnace No. 5 prior to commencement of operation of the Tri-Mer Cloud Chamber Scrubber equipment pursuant to Section V.A.1, then this Consent Decree and ~~its rights are~~ **PLUITSIGHTS OR AN AIR AGENCY**

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3 obligations shall terminate, provided that the provisions of Section IV (Civil Penalty)
4 (excepting only the provision relating to future potential violations set forth in Sections
5 VII.F and VII.G) and Section VII.E shall remain in full force and effect.
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7 C. Upon determination by the Agency that SGCI has failed to meet one or
8 more of the requirements listed in subsection B above, the Agency shall provide written
9 notice to SGCI of the failure, specifying the provision of this Consent Decree that has
10 been violated and the amount of the specific stipulated penalty due. SGCI shall pay the
11 stipulated penalty within thirty (30) days of receipt of the written notice from the Agency
12 unless SGCI provides notice to the Agency within that period that SGCI contests the
13 factual basis for the penalty or the interpretation of this Consent Decree.
14

15 D. Any disagreement over the factual basis for issuing any notice of violation,
16 written notice or stipulated penalty, any of which is issued under this section shall be
17 addressed through Section IX, Dispute Resolution, of this Consent Decree.
18

19 E. SGCI agrees not to appeal any notice of violation or written notice, either
20 of which is issued under this section, or any stipulated penalty imposed under this section,
21 to the state Pollution Control Hearings Board, pursuant to RCW 43.21B.110.

22 F. The stipulated penalties provided for in this Consent Decree shall be in
23 addition to any other equitable rights, remedies, or sanctions available to the Agency for
24 SGCI's violation of this Consent Decree.
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VII. EFFECT OF CONSENT DECREE

A. The Parties agree that settlement of the matters addressed in this Consent Decree without litigation is reasonable and in the public interest and that entry of this Consent Decree is the most appropriate means of resolving these matters. This Consent Decree has been presented to EPA for its review and comment prior to lodging with the Court.

B. By signing this Consent Decree, SGCI agrees to its entry, agrees to be bound by its terms, and agrees not to challenge the Agency’s jurisdiction in any proceeding to enforce this Consent Decree.

C. Nothing in this Consent Decree precludes the Agency from taking any enforcement action as authorized under the Federal Clean Air Act or Washington Clean Air Act for violations not covered by the terms of this Consent Decree.

D. The Parties acknowledge that SGCI is participating in concurrent settlement discussions with EPA. SGCI and the Agency agree that if the terms of any settlement entered into by SGCI and EPA (“SGCI/EPA Settlement”) conflict with the terms of this Consent Decree, the Parties agree to resume negotiations in good faith if necessary to effect any modifications to this Consent Decree required by the SGCI/EPA Settlement. The Parties further agree that this Consent Decree is not binding upon EPA.

E. This Consent Decree constitutes the final resolution between SGCI and the Agency for all violations of the Washington Clean Air Act, the Washington State

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3 Implementation Plan, any implementing regulations, and the AOP prior to and including
4 March 1, 2007, including without limitation, any and all violations, notices of violation
5 and civil penalties listed in Exhibit A attached hereto; except that this Consent Decree
6 does not and shall not purport to include, address or resolve any alleged violations that
7 involve federal Prevention of Significant Deterioration (“PSD”) regulations or New
8 Source Performance Standards (“NSPS”). No violations of PSD or NSPS have been
9 alleged by the Agency against the Defendant in the Complaint.
10

11 F. This Consent Decree recognizes that pending full performance of its
12 obligations hereunder, SGCI’s Seattle Plant may intermittently be in noncompliance with
13 AOP Sections EU 1.9 and EU 1.11. The Agency specifically recognizes and agrees that
14 the civil penalty paid pursuant to Section IV hereof is intended to and shall settle and
15 fully satisfy any future violations of such sections, and the Agency will not issue notices
16 of violation for such violations, as follows:
17

18 1. Furnace No. 5 – until the due date for submission of the study
19 report required by Condition 10 of Order of Approval No. 9528 (which date is not more
20 than twenty-six (26) months after start-up of the Tri-Mer Cloud Chamber Scrubber
21 equipment, as defined in Order of Approval No. 9528).
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23 2. Furnace No. 2 – until the RACT review required under Section
24 V.B. is completed and the selected RACT implemented.
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G. In addition, this Consent Decree recognizes that pending issuance of the renewal of the AOP, SGCI's Seattle Plant may intermittently be in noncompliance with AOP Section II.A.1(a). The Agency specifically recognizes and agrees that the civil penalty paid pursuant to Section IV hereof is intended to and shall settle and fully satisfy any future violations of such section, and the Agency will not issue notices of violation for such violations until a renewal of the AOP is issued, for the following:

- 1. Furnaces No. 2, 3, 4 and 5.
- 2. Glass Mold Forming Machine Monitors (Swabbing Operations).

VIII. MODIFICATION

This Consent Decree may be modified only upon the written agreement of the Parties and approval of the Court.

IX. DISPUTE RESOLUTION

In the event of any dispute concerning the implementation of this Consent Decree, the Parties will first attempt to informally resolve the dispute. Either Party may initiate such informal dispute resolution by serving written notice of a request for dispute resolution on the other. If no resolution is reached thirty (30) days from the date on which notice of the dispute is served, either Party may petition the Court for an expedited settlement conference. If such settlement conference does not resolve the dispute, either party may proceed to resolve the dispute by filing a motion with the Court.

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X. EFFECTIVE DATE AND TERMINATION DATE

A. This Consent Decree takes effect on the date it is entered by the Court and, if not terminated pursuant to Section VI.B.6 hereof, shall terminate upon completion of all obligations by SGCI and the Agency set forth in the Consent Decree.

B. The Court retains jurisdiction to resolve any ongoing disputes that may have begun during the term of the Consent Decree.

XI. MISCELLANEOUS PROVISIONS

A. Each of the undersigned parties to this Consent Decree certifies that they are fully authorized to enter into the terms and conditions of this Consent Decree and to legally execute and bind such party to this Consent Decree.

B. If, for any reason, the Court declines to approve this Consent Decree in the form presented, this Consent Decree and the settlement it contains are voidable at the sole discretion of either Party. The Parties agree to continue negotiations in good faith in an attempt to cure any objection raised by the Court to entry of this Consent Decree.

C. SGCI shall be excused from any obligation to perform under this Consent Decree for a period of time reasonably related to a Force Majeure Event. For purposes of this Consent Decree, a "Force Majeure Event" is any event arising from causes or conditions beyond the reasonable control of SGCI, including, but not limited to, a failure of the Tri-Mer Cloud Chamber Scrubber unit vendor to timely produce, deliver or install the unit or any delay by any governmental body in issuing any permits or approvals

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required to install the Tri-Mer Cloud Chamber Scrubber notwithstanding SGCI's reasonably diligent efforts to secure same, that delays the performance of any obligations under this Consent Decree. SGCI shall provide notice orally or by electronic or facsimile transmission to the Agency as soon as possible, but not later than seven (7) days after the time SGCI first knew of a claimed Force Majeure Event. SGCI shall also provide written notice to the Agency within fourteen (14) calendar days of the time SGCI first knew of the event, stating the anticipated duration of any delay and its cause(s).

XII. ASSURANCE OF DISCONTINUANCE

This Consent Decree constitutes an Assurance of Discontinuance pursuant to RCW 70.94.435 and Agency Regulation I, Section 3.15.

DATED this 27th day of March 2007.

PUGET SOUND CLEAN AIR AGENCY

BY Laurie Halvorson
Laurie S. Halvorson WSB 17313
Attorney for Plaintiff

SAINT-GOBAIN CONTAINERS, INC.

BY Patricia E. Thompson
Patricia E. Thompson, WSB 23277
Attorney for Defendant

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EXHIBIT A

NOTICES OF VIOLATION, WRITTEN WARNINGS	DATE OF ISSUANCE	FURNACE(S)	DATE(S) OF ALLEGED VIOLATION	PERMIT SECTION
NOV No. 3-001683	1/9/04	Nos. 2 and 3	11/6/03	EU 1.7
NOV No. 3-001684	1/9/04	No. 2	11/5/03 source test	EU 1.11
NOV No. 3-001685	1/9/04	No. 5	11/6/03 source test	EU 1.9
NOV No. 3-001686	1/9/04	No. 5	9/12/03 – 11/05/03	EU 1.9
NOV No. 3-001690	1/28/04	No. 2	12/11/03 source test	EU 1.11
NOV No. 3-001691	1/28/04	No. 5	12/9/03	EU 1.7
NOV No. 3-001692	1/28/04	No. 2	11/6/03 – 12/10/03	EU 1.11
NOV No. 3-001693	1/28/04	No. 5	11/7/03 – 12/8/03	EU 1.9
Written Warning No. 2-007113	3/8/04	No. 1	12/03	EU 1.4
Written Warning No. 2-007114	3/8/04	N/A	12/03	V.N.1.ii
NOV No. 3-001694	3/8/04	N/A	12/03	V.Q.1(2) V.N.1.ii
NOV No. 3-001696	3/15/04	N/A	2/04	V.Q.2
Written Warning No. 2-007115	3/19/04	Nos. 2, 4 and 5	1/04	EU 1.4
NOV No. 3-001695	3/19/04	Nos. 2, 4 and 5	1/04	V.Q.1(2) EU 1.4
Written Warning No. 2-007014	4/19/04	Nos. 3 and 5	4/14/04	EU 1.4
NOV No. 3-001101	5/13/04	No. 2	12/12/03 – 3/23/04	EU 1.11
NOV No. 3-001102	5/13/04	No. 2	3/24/04 source test	EU 1.11
NOV No. 3-001103	5/13/04	No. 5	3/23/04 source test	EU 1.9
NOV No. 3-001104	5/13/04	No. 5	3/23/04 source test	EU 1.7
NOV No. 3-001106	7/27/04	No. 2	5/25/04 – 5/26-04	EU 1.11
NOV No. 3-001107	7/27/04	No. 5	5/28/04 source test	EU 1.9
NOV No. 3-001108	7/27/04	No. 5	5/23/04 – 5/27-04	EU 1.9
NOV No. 3-001109	7/27/04	No. 5	5/28/04 source test	EU 1.7
NOV No. 3-001113	11/2/04	No. 5	9/16/04 source test	EU 1.9
NOV No. 3-001114	11/2/04	Nos. 2, 3, 4 and 5	9/13/04 – 9/16/04 stack testing	EU 1.8
NOV No. 3-001116	11/2/04	No. 5	5/29/04 – 9/15/04	EU 1.9
NOV No. 3-001699	11/5/04	N/A	Second quarter 2004	EU 4.1
NOV No. 3-001681	11/13/04	No. 5	9/11/03 source test	EU 1.9
NOV No. 3-001254	11/23/04	Nos. 2, 3, 4 and 5	9/13-04 – 9/16/04 stack test, for the period 9/17/04 – 11/22/04	EU 1.8
Written Warning No. 2-007460	12/8/04	Nos. 2, 4 and 5	8/04	EU 1.4
Written Warning No.	12/8/04	Nos. 2, 3, 4 and 5	9/04	EU 1.4

NOTICES OF VIOLATION, WRITTEN WARNINGS	DATE OF ISSUANCE	FURNACE(S)	DATE(S) OF ALLEGED VIOLATION	PERMIT SECTION
2-007461				
Written Warning No. 2-007466	12/22/04	Nos. 2, 3 and 5	10/04	EU 1.4
NOV No. 3-001122	1/21/05	Nos. 2, 3, 4 and 5	11/23/04 source test	EU 1.8
NOV No. 3-001123	2/25/05	No. 2	1/4/05 – 1/6/05	IV(A)
NOV No. 3-001124	2/25/05	No. 3	1/4/05 – 1/6/05	IV(A)
Written Warning No. 2-007133	3/1/05	Nos. 2, 3, 4 and 5	12/04	EU 1.4
NOV No. 3-001125	3/1/05	No. 5	1/4/05 – 1/6/05	IV(A)
NOV No. 3-001126	3/1/05	Nos. 2, 3, 4 and 5	11/23/04 stack test, for the period 11/24/04 – 1/24/05	EU 1.8
NOV No. 3-001130	9/1/05	Nos. 2, 3, and 5	6/22/05 – 6/24/05 stack testing	EU 1.8
NOV No. 3-001131	9/1/05	No. 5	6/23/05 source test	EU 1.9
NOV No. 3-001132	9/1/05	No. 5	6/23/05 source test	EU 1.5
NOV No. 3-001133	9/1/05	No. 3	6/22/05 source test	EU 1.5
NOV No. 3-001134	12/9/05	No. 2	6/24/05	EU 1.5
NOV No. 3-000321	12/9/05	Nos. 2, 3 and 5	6/22/05 -6/24/05	EU 1.8
NOV No. 3-001136	12/9/05	No. 5	9/22/05 source test	EU 1.9
NOV No. 3-001137	12/9/05	No. 5	6/24/05 – 9/21/05	EU 1.9
NOV No. 3-000329	3/1/06	Nos. 2, 3, 4 and 5	12/20/05 source test	EU 1.8
NOV No. 3-000330	3/1/06	No. 2 (north stack)	12/20/05 source test	EU 1.5
NOV No. 3-000331	3/1/06	No. 5	12/20/05	EU 1.9
NOV No. 3-000332	3/1/06	No. 5	9/23/05 – 12/19/05	EU 1.9
NOV No. 3-000333	3/1/06	No. 2 (south stack)	12/20/05 source test	EU 1.5
NOV No. 3-001138	3/10/06	No. 2 (south stack)	1/06	II.A.2(a)(2)
Written Warning No. 2-002051	4/21/06	Nos. 4 and 5	2/06	EU ¼
NOV No. 3-000335	4/21/06	Nos. 2, 3 and 5	2/17/06 – 2/18/06	IV(A)
NOV No. 3-000336	5/12/06	Nos. 2, 3, 4 and 5	2/06	II.A.2(e)
NOV No. 3-000337	5/12/06	Nos. 2, 3, 4 and 5	12/20/05 – 5/12/06	EU 1.8
NOV No. 3-000338	5/12/06	No. 5	12/21/05 – 3/31/06	EU 1.9
NOV No. 3-000339	5/12/06	Nos. 2, 3, 4 and 5	First quarter 2006	V.N.I
NOV No. 3-000340	5/12/06	No. 2 (north stack)	12/20/05 – 5/12/06	EU 1.5
NOV No. 3-000341	5/12/06	No. 2 (south stack)	12/20/06 – 5/12/06	EU 1.5
NOV No. 3-002203	6/14/06	N/A	April 2006 deviation report	V.Q.1(2)
Written Warning No. 2-007488	6/14/06	No. 4	April 2006 CEM report	EU 1.4
NOV No. 3-000342	8/30/06	N/A	May 2006 deviation report	V.Q.1(2)

WRITTEN WARNING NO. 2-007495	8/30/06	NO. 4	JUNE 2006 CEM REPORT	EU 1.4
NOV No. 3-002207	8/30/06	N/A	June 2006 CEM report	II.A.2(b)
NOV No. 3-000343	10/17/06	No. 2 (south stack)	4/1/06 - 9/28/06	EU 1.5
NOV No. 3-000344	10/17/06	No. 2	4/1/06 - 9/28/06	EU 1.5
NOV No. 3-000345	10/17/06	No. 2 (south stack)	4/1/06 - 9/28/06	EU 1.9
NOV No. 3-000346	10/17/06	Nos. 2, 3, 4 and 5	5/2/06 - 9/28/06	EU 1.8
NOV No. 3-000347	10/17/06	Nos. 2, 3, 4 and 5	5/2/06 - 9/28/06	EU 1.8
Written Warning No. 2-007500	10/17/06	Nos. 3 and 5	7/15/06, 7/28/06	EU 1.4
NOV No. 3-000349	10/17/06	No. 5	July 2006 CEM report	V.P.2
NOV No. 3-000348	10/17/06	N/A	July 2006 deviation report	
NOV No. 3-002210	10/17/06	N/A	August 2006 deviation report	V.Q.1(2)
Written Warning No. 2-002059	10/17/06	No. 4	August 2006 CEM report	EU 1.4
NOV No. 3-002209	10/17/06	Nos. 3 and 5	August 2006 CEM report	V.P.2
NOV No. 3-001143	12/8/06	No. 2 (south stack)	9/29/06	EU 1.5
NOV No. 3-001144	12/8/06	No. 2 (south stack)	9/30/06 - 12/6/06	EU 1.5
NOV No. 3-001145	12/8/06	No. 2 (north stack)	9/29/06	EU 1.5
NOV No. 3-001146	12/8/06	No. 2 (north stack)	9/30/06 - 12/6/06	EU 1.5
NOV No. 3-001139	12/8/06	Nos. 2, 3, 4 and 5	9/29/06	EU 1.8
NOV No. 3-001140	12/8/06	Nos. 2, 3, 4 and 5	9/30/06 - 12/6/06	EU 1.8
NOV No. 3-001141	12/8/06	No. 5	9/29/06	EU 1.9
NOV No. 3-001142	12/8/06	No. 5	9/30/06 - 12/6/06	EU 1.9
Written Warning No. 2-007501	12/13/06	No. 3	September CEM report	EU 1.4
Written Warning No. 2-001401	12/19/06	No. 5	October 2006 CEM report	EU 1.4
NOV No. 3-000350	12/19/06	No. 5	October 2006 CEM report	V.P.2

CIVIL PENALTIES	DATE OF ISSUANCE	FURNACE(S)	DATE(S) OF ALLEGED VIOLATION	PERMIT SECTION
Civil Penalty No. 9823-\$2,000	12/23/04	Nos. 2, 3, 4 and 5	9/13/04 – 9/16/04 stack test NOV No. 3-001114	EU 1.8
Civil Penalty No. 9824 - \$132,000	12/23/04	Nos. 2, 3, 4 and 5	9/13/04 – 9/16/04 stack test for the period 9/17/04 – 11/22/04 NOV No. 3-001254	EU 1.8
Civil Penalty No. 9871 - \$300,000	4/12/05	Nos. 2, 3, 4 and 5	11/23/04 stack test, for the period 11/24/04 – 1/24/05 NOV No. 3-001126	EU 1.8
Civil Penalty No. 9881 - \$4,000	4/28/05	Nos. 2, 3, 4 and 5	11/23/04 source test NOV No. 3-001122	EU 1.8
Civil Penalty No. 9955 – \$2,000	10/25/05	No. 5	6/23/05 source test NOV No. 3-001132	EU 1.5
Civil Penalty No. 9956 - \$2,000	10/25/05	No. 3	6/22/05 source test NOV No. 3-001133	EU 1.5
Civil Penalty No. 9957 - \$4,000	10/25/05	Nos. 2, 3 and 5	6/22/05-6/24/05 NOV No. 3-001130	EU 1.8
Civil Penalty No. 9958 - \$2,000	10/25/05	No. 2	6/24/05 NOV No. 3-001134	EU 1.5
Civil Penalty No. 07-033 CP - \$91,100	3/07	Nos. 2, 3, 5	7/06 – 2/28/07	EU 1.5, 1.8