IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA

UNITED STATES OF AMERICA,
STATE OF INDIANA and STATE OF
OKLAHOMA
Plaintiffs

v.

ANCHOR GLASS CONTAINER CORPORATION,
Defendant.

Civil No. 3:18CV943-J-32JBT

CONSENT DECREE

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WHEREAS, the United States Environmental Protection Agency ("EPA"), has selected the glass manufacturing industry, including container glass manufacturing facilities, as a national enforcement priority under the Clean Air Act's ("CAA" or "Act"), 42 U.S.C. § 7401 *et seq*., New Source Review program;

WHEREAS, Anchor Glass Container Corporation ("Anchor") owns and operates container glass manufacturing facilities located in: Elmira, New York; Henryetta, Oklahoma; Jacksonville, Florida; Lawrenceburg, Indiana; Shakopee, Minnesota; and Warner Robins, Georgia;

WHEREAS, concurrently with the lodging of this Consent Decree, the United States of America, on behalf of the EPA, and Co-Plaintiffs the State of Indiana and the State of Oklahoma (the "Co-Plaintiffs") filed a Complaint in this action seeking injunctive relief and the assessment of civil penalties against the Defendant, Anchor, for alleged violations of the CAA with respect to emissions of nitrogen oxides ("NO_X"), sulfur dioxide ("SO_2"), and particulate matter (including PM, PM_{10}, and $PM_{2.5}$) ("PM") at its container glass manufacturing facilities;

WHEREAS, the Complaint alleges that Anchor violated and/or continues to violate the Prevention of Significant Deterioration ("PSD") provisions in Part C of Subchapter I of the CAA, 42 U.S.C. §§ 7470–7492, the New Source Performance Standards ("NSPS") provisions of the CAA, 42 U.S.C. § 7411, the permitting requirements of CAA Subchapter V ("Title V"), 42 U.S.C. §§ 7661–7661f, regulations implementing those CAA provisions, and federally-enforceable state implementation plans ("SIPs"), delegated NSPS programs, and approved Title V programs for Florida, Georgia, Indiana, Minnesota, New York, and Oklahoma;

WHEREAS, the Complaint alleges that Anchor made major modifications to its container glass manufacturing facilities without obtaining the required CAA permits and without complying with the CAA's PSD and NSPS requirements regarding installing pollution control technology, emission limits, monitoring, record-keeping, and reporting;

WHEREAS, the United States, Co-Plaintiffs, and Anchor anticipate that the installation and operation of pollution control technology and other measures required pursuant to this Consent Decree will achieve significant reductions of emissions from the Covered Facilities, thereby significantly improving air quality;

WHEREAS, the objectives of the Parties in entering into this Consent Decree are to further the purposes of the CAA as described in CAA Section 101, 42 U.S.C. § 7401, to protect public health, public welfare, and the environment, and to have Anchor perform the actions described below, and to ensure that Anchor achieves and maintains compliance with the CAA, applicable state and local laws, and the terms and conditions of applicable CAA permits;

WHEREAS, EPA issued notices of violation ("NOVs") to Anchor with respect to the allegations on April 22, 2011; February 28, 2014; and March 7, 2014;

WHEREAS, EPA provided Anchor and the relevant state and local air pollution control agencies where Anchor has a Covered Facility with actual notice of the alleged violations and the filing of the Complaint(s), in accordance with Sections 113(a)(1) and (b) of the CAA, 42 U.S.C. §§ 7413(a)(1) and (b);

WHEREAS, Anchor has waived any applicable federal or state requirements of notice of the alleged violations;

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

WHEREAS, Anchor consents to the simultaneous filing of the Complaint and lodging of this Consent Decree against Anchor, without any adjudication of any issue of fact or law;

WHEREAS, Anchor denied and continues to deny the violations alleged in the Complaint and NOVs; and

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 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, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section 113(b) of the Act, 42 U.S.C. § 7413(b), and it has jurisdiction over the Parties. Pursuant to 28 U.S.C. § 1367, this Court has supplemental jurisdiction over the state and local law claims asserted by the Co-Plaintiffs. 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 Anchor resides and is located in this judicial district, Anchor's headquarters and principal place of business are located in this judicial district, and Anchor conducts business in this judicial district. For purposes of this Consent Decree or any action to enforce this Consent Decree, Anchor consents to venue in this judicial district and to this Court's jurisdiction over this Consent Decree, any such action to enforce the Consent Decree, and over Anchor.

2. Solely for purposes of this Consent Decree, Anchor agrees that the Complaint states claims upon which relief may be granted pursuant to the Clean Air Act, its implementing regulations, and the cited provisions of state law.

II. APPLICABILITY

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

4. For work performed after the Effective Date, Anchor shall provide a copy of this Consent Decree to all vendors, suppliers, consultants, contractors, agents, and any other company or organization retained to perform any of the work required by this Consent Decree. Notwithstanding any retention of contractors, subcontractors or agents to perform any work required under this Consent Decree, Anchor shall be responsible for ensuring that all work is performed in accordance with the requirements of this Consent Decree.

5. In any action to enforce this Consent Decree, Anchor 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, unless Anchor establishes that such failure resulted from a Force Majeure event and Anchor has complied with all the requirements of Section XI (Force Majeure) of this Consent Decree.

III. DEFINITIONS

6. Terms used in this Consent Decree that are defined in the CAA or in regulations promulgated pursuant to or authorized by 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. "24-hour Block Emission Rate" shall be calculated by averaging all valid one-hour emissions data outputs (pounds per hour) for a given Operating Day, multiplying that average by the number of minutes the relevant furnace Operated that Operating Day, and then dividing by 60.

b. "30-day Rolling Average Emission Limit" shall be expressed as pounds of pollutant emitted per Ton of glass produced and shall mean, with respect to any Furnace, the maximum allowable rate of emission of a specified air pollutant for that Furnace under this Consent Decree. Compliance with the 30-day Rolling Average Emission Limit shall be determined by calculating the 30-day Rolling Average Emission Rate and comparing that with the 30-day Rolling Average Emission Limit.

c. "30-day Rolling Average Emission Rate" shall be expressed as pounds of pollutant emitted per Ton of glass produced and calculated at a Furnace in accordance with the following formula and subparagraphs i and ii below:

$$30\text{-}day\ average\ \frac{lb\ E}{Ton} = \frac{COD_E(lbs) + P29D_E(lbs)}{COD_{Prod}(Tons) + P29D_{Prod}(Tons)}$$

Where: 30-day average (lb E/Ton) = The 30-day Rolling Average Emission Rate.

E = Emissions of NO_X or SO_2.

COD = Current Operating Day where the CEMS measures at least one (1) full hour of emissions data.

COD_E = The daily emissions as measured by a CEMS on the COD, in pounds, in accordance with Paragraph 78.

COD_{Prod} = Daily Glass Production on the COD in Tons of glass.

P29D = The Previous twenty-nine (29) Operating Days where the 30-day Rolling Average Emission Rate is the applicable limit and the CEMS measures at least one (1) full hour of emissions data.

$P29D_E$ = The sum of the daily NO_X or SO_2 emissions as measured by a CEMS during the P29D, in pounds, in accordance with Paragraph 78.

$P29D_{Prod}$ = The sum of the Daily Glass Production during the P29D, in Tons of glass.

i. A new 30-day Rolling Average Emission Rate shall be calculated for each new Operating Day where the 30-day Rolling Average Emission Rate is the applicable limit and the CEMS measures at least one (1) full hour of emissions data; and

ii. As noted throughout this Consent Decree, certain Abnormally Low Production Rate Days, and Days with Furnace and/or Control Device Startup, Malfunction of the Furnace and/or Control Device, Maintenance of the Furnace and/or Control Device, and/or Color Transition may be excluded from the 30-day Rolling Average Emission Rate.

d. "Abnormally Low Production Rate" shall mean a glass production rate for a Furnace that is at or below the production rate set forth in Table 9, which reflects thirty-five (35) percent of the lower of the permitted or maximum production rate.

e. "Abnormally Low Production Rate Day" shall mean any Operating Day where glass production at a Furnace occurs at or below the applicable Abnormally Low Production Rate for at least one continuous hour.

f. "Anchor" or "Anchor Glass" shall mean Anchor Glass Container Corporation.

g. "Applicable State(s)" shall mean the state, commonwealth, or local authority that has jurisdiction over a Covered Facility.

h. “Batch Optimization” means such technologies and methods that Anchor currently undertakes or will undertake to reduce SO_2 and PM emissions, including reduction in the amount of sulfur in the batch formulas, to remain in compliance with the requirements of this Consent Decree.

i. “Calendar Year” shall mean the period commencing on January 1 and ending on December 31 of the same year.

j. “CD Emission Reductions” shall mean any emission reductions that are generated or result from any projects, controls, or any other actions utilized to comply with this Consent Decree, including, but not limited to, installing and using any Control Devices or control techniques required by the Consent Decree.

k. “CEMS” shall mean Continuous Emission Monitoring System.

l. “CEMS Certification” or “CEMS re-Certification” shall mean the certification of a CEMS as required by 40 C.F.R. § 60.13, 40 C.F.R. Part 60 Appendix B (Performance Specification 2), and 40 C.F.R. Part 60 Appendix F (Quality Assurance Procedures).

m. “CEMS Certification Event” shall mean any event that triggers the requirement to complete a first CEMS Certification or subsequent CEMS re-Certification.

n. “Cold Tank Repair” shall refer to the process of stopping glass production, stopping the flow of fuel, fully cooling down a Furnace, replacing some or all of the refractory in the Furnace, the crown and/or the regenerators (if applicable), and beginning a new campaign by starting up the Furnace again by firing fuel again and starting the production of glass. Cold Tank Repair, for the purposes of this Consent Decree, does not

include any refractory repairs conducted when the Furnace is still hot nor repairs solely required for restart of a Furnace which has temporarily ceased Operation due to economic reasons.

o. "Color Transition" shall mean the period from the time when a glass color of an oxidation state that differs from that previously melted in the Furnace, is introduced to the Furnace, to the time when saleable glass bottles are being produced in the new color. The Color Transition period shall not last more than seven Days.

p. "Complaint" shall mean the complaint filed by the United States and Co-Plaintiffs in this action.

q. "COMS" shall mean a Continuous Opacity Monitoring System.

r. "Consent Decree" and "Decree" shall mean this Consent Decree and all Appendices attached hereto (as listed in Section XXV (Appendices)). In the event of any conflict between the text of this Consent Decree and any Appendix, the text of this Consent Decree shall control.

s. "Continuous Operating Year" shall mean a Calendar Year during which a Furnace that is connected to a Control Device Operates on every Day of that Calendar Year.

t. "Control Device" shall mean a Scrubber System, SCR, ESP or similar add-on air pollution control device.

u. "Control Device Startup" shall mean the period of time from the initial commencement of operation of a Control Device until operation of the device is stable and the device has achieved normal operating conditions. A Control Device Startup shall not exceed thirty (30) Days. Control Device Startup does not include subsequent startups

of the Control Device, unless the subsequent startup of the Control Device occurs during a restart after a downtime of more than six months.

v. "Control Method" shall mean a method used to reduce the generation of emissions from a Furnace, such as Oxyfuel, OEAS, Batch Optimization, or other process changes.

w. "Covered Facility" and "Covered Facilities" shall mean one or more of the following container glass manufacturing facilities owned and operated by Anchor:

i. "Elmira Facility" shall mean the container glass manufacturing facility located at 151 East McCanns Boulevard, Elmira, New York, which has two container glass production Furnaces: "Elmira 1" and "Elmira 2";

ii. "Henryetta Facility" shall mean the container glass manufacturing facility located at 601 E. Bollinger Road, Henryetta, Oklahoma, which has two container glass production Furnaces: "Henryetta 1" and "Henryetta 2";

iii. "Jacksonville Facility" shall mean the container glass manufacturing facility located at 2121 Huron Street, Jacksonville, Florida, which has two container glass production Furnaces: "Jacksonville 3" and "Jacksonville 4";

iv. "Lawrenceburg Facility" shall mean the container glass manufacturing facility located at 200 West Belleview Drive, Lawrenceburg, Indiana ("Lawrenceburg plant"), which has one container glass production Furnace: "Lawrenceburg 2";

v. "Shakopee Facility" shall mean the container glass manufacturing facility located at 4108 Valley Industrial Drive, Shakopee, Minnesota, which has

two container glass production Furnaces: “Shakopee 1” and “Shakopee 2”;

vi. “Warner Robins Facility” shall mean the container glass manufacturing facility located at 1044 Booth Road, Warner Robins, Georgia, which has two container glass production Furnaces: “Warner Robins 1” and “Warner Robins 2”.

x. “Daily Glass Production” shall mean the Tons of glass produced per Day from the Furnace (commonly known as “pulled”) as measured by the measurement method or the weight method. It will be the composite of approximately eighteen (18) samples at approximately eighty (80) minute intervals which are averaged to give a daily production rate.

y. “Date of Entry,” “DOE,” or “Effective Date” means the date 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.

z. “Date of Lodging” means the date this Consent Decree is filed for lodging with the Clerk of the Court for the United States District Court for the Middle District of Florida.

aa. “Day” shall mean a calendar day unless expressly stated to be a business day. In computing any period of time for determining reporting deadlines 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. A Day starts at 12:00 a.m. and ends at 11:59 p.m.

bb. “Defendant” shall mean Anchor Glass Container Corporation.

cc. “Electrostatic Precipitator” or “ESP” shall mean a control device for

removing particulate matter from flue gases by imparting an electric charge to the particles and then attracting them to a metal plate or screen of opposite charge before the flue gases are exhausted to the atmosphere.

dd. "Emission Credit(s)" shall mean an authorization or credit to emit a specified amount of the pollutants NO_X, SO_2, PM, PM_{10} and/or $PM_{2.5}$ that is authorized by, allocated, or issued under an emissions trading or marketable permit program of any kind established under the CAA or a SIP.

ee. "Environmental Mitigation Project(s)" shall mean one or both of the projects outlined in Section V (Environmental Mitigation) and Appendix A (Environmental Mitigation Projects).

ff. "EPA" or "the Agency" shall mean the United States Environmental Protection Agency and any of its successor departments or agencies.

gg. "Furnace" shall mean a unit comprised of a refractory-lined vessel in which raw materials are charged and melted at high temperature to produce molten glass. For the purposes of NSPS only, "Furnace" shall mean a refractory vessel in which raw materials are charged, melted at high temperature, refined, and conditioned to produce molten glass which includes foundations, superstructure and retaining walls, raw material charger systems, heat exchangers, melter cooling system, exhaust system, refractory brick work, fuel supply and electrical boosting equipment, integral control systems and instrumentation, and appendages for conditioning and distributing molten glass to forming apparatuses.

hh. "Furnace Startup" shall mean the period of time during which a Furnace's refractory is heated from ambient temperature to operating temperature. A Furnace

Startup shall last no more than thirty (30) Days and includes the slow heating of the Furnace refractory, initially with portable burners and transitioning to main burners once the Furnace reaches a temperature at which it can commence operation. Furnace Startup also includes the initial filling of the Furnace, following the heat-up, with cullet and/or raw materials, to a level at which production launch can commence.

ii. "Hot Spot Temperature" shall mean the highest temperature of the Furnace breastwall refractory. Breastwall refractory is the refractory sidewall between the tuck stone (about 18" above glass line) and the crown skew (where the Furnace crown meets the Furnace sidewall).

jj. "Maintenance" shall mean activities necessary to keep a Furnace or Control Device in normal operating condition, as described in Paragraph 82.

kk. "Malfunction" shall mean, consistent with 40 C.F.R. § 60.2, any sudden, infrequent, and not reasonably preventable failure of a Control Device, process equipment, or process to operate in a normal or usual manner, but shall not include failures that are caused in part by poor Maintenance or careless operation.

ll. "NO_X" shall mean the sum of oxides of nitrogen in the flue gas, collectively expressed as NO_2.

mm. "New Source Performance Standards" or "NSPS" shall mean the standards of performance for new stationary sources codified at 40 C.F.R. Part 60. General NSPS requirements are codified at 40 C.F.R. Part 60, Subpart A. NSPS requirements specifically for glass manufacturing plants are codified at 40 C.F.R. Part 60, Subpart CC.

nn. "New Source Review" and "NSR" shall mean the PSD provisions in Part

C of Subchapter I of the CAA, 42 U.S.C. §§ 7470–7492, the NNSR provisions in Part D of Subchapter I of the CAA, 42 U.S.C. §§ 7501–7515, implementing regulations, and analogous provisions of federally-enforceable SIPs.

oo. "Nonattainment New Source Review" or "NNSR" shall mean the nonattainment new source review program within the meaning of Part D of Subchapter I of the CAA, 42 U.S.C. §§ 7501–7515, implementing regulations, and analogous provisions of federally-enforceable SIPs.

pp. "Operate," "Operation," "Operating" and "Operated" shall mean any time when fuel is fired in a Furnace.

qq. "Operating Day" shall mean any Day where any fuel is fired in a Furnace.

rr. "Oxyfuel Furnace" shall mean a Furnace in which the gas that provides the oxidant for combustion of the fuel is composed of greater than or equal to ninety (90) percent oxygen.

ss. "Oxygen Enriched Air Staging" and "OEAS" shall mean the method of combustion air staging to control NO_X formation by reducing the amount of combustion air delivered to the firing ports, thereby decreasing the oxygen available in the flame's high temperature zone in the first combustion stage, and injecting oxygen-enriched air into the Furnace near the exit port(s) to complete combustion in the second stage within the Furnace.

tt. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral.

uu. "Particulate Matter" and "PM" shall mean any finely divided solid or

liquid material, other than uncombined water, as measured using the reference methods specified below:

i. Filterable particulate is the particulate measured using EPA Test Method 5 (40 C.F.R. Part 60 Appendix A-3).

ii. Total particulate is the combination of filterable plus condensable PM and is measured using Method 5 (40 C.F.R. Part 60 Appendix A) and EPA Test Method 202 (40 C.F.R. Part 51 Appendix M).

vv. "Party" and "Parties" shall mean one or more of the following: the United States, State of Indiana, State of Oklahoma, and Anchor.

ww. "Permit" shall include any and all interim and final authorizations issued pursuant to federal, state, or local law that is necessary: 1) to construct, modify, or operate a Furnace, or 2) to construct, install, and operate a Control Device, Control Method or monitoring device required by this Consent Decree or other applicable law.

xx. "Plaintiff States" or "Co-Plaintiffs" shall mean the State of Indiana and the State of Oklahoma.

yy. "Prevention of Significant Deterioration" and "PSD" shall mean the attainment area New Source Review program within the meaning of Part C of Subchapter I of the CAA, 42 U.S.C. §§ 7470–7492, implementing regulations, and analogous provisions of federally-enforceable SIPs.

zz. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

aaa. "Selective Catalytic Reduction" and "SCR" shall mean a pollution control device that reacts ammonia (NH_3) with NO_X to form nitrogen (N_2) and water (H_2O) using

a catalyst to speed the reaction.

bbb. "Scrubber System" shall mean a type of pollution control system, sometimes known as a sorbent injection system, which involves the addition of an alkaline material into the gas stream to react with acid gases. The acid gases react with the alkaline sorbents to form solid salts. For purposes of this Consent Decree, a Scrubber System may be either a (i) Semi-Dry Scrubber System – the system described above with the sorbent in an aqueous phase which improves collection efficiency; or (ii) Dry Scrubber System – the system described above with no moisture added in the reaction chamber or reaction area.

ccc. "SO_2" shall mean the pollutant sulfur dioxide.

ddd. "State" or "States" shall mean those States or Commonwealths and local authorities that have jurisdiction over a Facility covered by this action.

eee. "Title V Permit" shall mean a Permit required by or issued pursuant to the requirements of 42 U.S.C. § 7661–7661f, implementing regulations, and analogous provisions of federally approved state permit programs.

fff. "Ton" or "Tons" shall mean a short ton (equal to 2000 pounds) or short tons.

ggg. "United States" shall mean the United States of America, acting on behalf of EPA.

IV. COMPLIANCE REQUIREMENTS

A. NO_X Emission Controls, Limits, and Compliance Schedule

NO_X Emission Controls Installation Schedule

7. After the next Cold Tank Repair, but no later than the Compliance Deadline specified in Table 1, except as provided in Paragraph 9, Anchor shall only Operate the Furnaces indicated in Table 1 using Oxyfuel technology.

Table 1: Oxyfuel Furnace Installation and Operation Schedule

Compliance Deadline	Facility and Furnace Number
Date of Entry	Henryetta 1
Date of Entry	Warner Robins 2
July 31, 2019	Elmira 1
July 31, 2020	Lawrenceburg 2
Dec. 31, 2024	Warner Robins 1
Dec. 31, 2027	*One of the following Furnaces:** Henryetta 2; Elmira 2; or Shakopee 1
Dec. 31, 2028	*One of the remaining following Furnaces:** Henryetta 2; Elmira 2; or Shakopee 1
Dec. 31, 2029	*One of the remaining following Furnaces:** Henryetta 2; Elmira 2; or Shakopee 1

** By Dec. 31, 2029, Anchor shall only operate all three of the furnaces, Henryetta 2, Elmira 2, and Shakopee 1, as Oxyfuel Furnaces.*

8. Except as provided in Paragraph 9, Anchor shall install, maintain and Operate each Oxyfuel Furnace such that the gas that provides the oxidant for combustion of the fuel is at least ninety (90) percent oxygen.

9. For any Furnace listed in Table 1, in lieu of installing and operating Oxyfuel furnaces, Anchor may elect to install, maintain, and continuously operate SCR to minimize NOx emissions. For each such Furnace where Anchor so elects, after the next Cold Tank Repair, but no later than the Compliance Deadline specified in Table 1, during the Operation of the Furnace (except periods outlined in Paragraph 18), Anchor shall operate the SCR. Anchor shall notify

EPA of such election at least 90 days prior to the earlier of beginning actual construction of SCR or beginning actual construction of the next Cold Tank Repair.

NO_X Emission Limits for Oxyfuel Furnaces:

10. Anchor shall comply with the applicable emission limits in Paragraphs 11 through 16 for Oxyfuel Furnaces.

11. Emission limits for NO_X for Henryetta 1 and Warner Robins 2 prior to the installation of CEMS – Commencing on the first Operating Day after Date of Entry for the Henryetta 1 Furnace the Warner Robins 2 Furnace, each Furnace shall not exceed the emission limit of 1.20 pounds of NO_X per ton of glass produced, as demonstrated by conducting an EPA Method 7E (40 C.F.R. Part 60 Appendix A) source test. Anchor shall conduct initial testing no later than twelve (12) months after the Date of Entry and once each Calendar Year thereafter until NO_X CEMS are installed and certified. A source test is not required the year that a NO_X CEMS is installed. Compliance with the emission limit of 1.20 pounds of NO_X per ton of glass produced shall be calculated by using the following equation:

$$NOx = \left[\left[\frac{PastTest\ x\ 1stProd}{2000}\right] + \left[\frac{NewTest\ x\ 2ndProd}{2000}\right]\right] / AnnProd$$

Where: NO_X = NO_X Emissions (lb/ton)

PastTest = Last source test result (lb/ton). If no source test has been conducted pursuant to this Consent Decree, use the most recent Method 7E stack test completed at the Furnace.

NewTest = New test result from the year for which emissions are being calculated (lb/ton).

1stProd = Production from January 1st through the day prior to the day the new source test is commenced (tons of glass).

2ndProd = Production from the day of the new source test through the end of that same Calendar Year (tons of glass).

AnnProd = Production from January 1st through December 31st of the relevant Calendar Year.

Note: If Anchor elects to do more than one test in a year, emissions calculated on the days following the second test will be based on that second test.

12. 30-day Rolling Average Emission Limit for NO_X for All Oxyfuel Furnaces where CEMS are installed – Commencing on the first Operating Day after completion of the Furnace Startup period and CEMS Certification, but no later than the Compliance Deadline specified in Table 1 (or for Henryetta 1 and Warner Robins 2, the date specified in Paragraph 36), each Furnace shall not exceed the 30-day Rolling Average Emission Limit of 1.20 pounds of NO_X per ton of glass produced, as measured using a certified NO_X CEMS. Calculation of the 30-day Rolling Average Emission Rate may exclude emissions during the following periods (as set forth in Paragraphs 13–16): Abnormally Low Production Rate Days; Furnace Startup; Malfunction of the Furnace; and Maintenance of the Furnace.

13. NO_X Limit for Oxyfuel Furnaces during Abnormally Low Production Rate Days – For any Abnormally Low Production Rate Days, Anchor may elect to exclude that day and the emissions generated during that day from the 30-day Rolling Average Emission Rate for that Furnace. For any day excluded from the 30-day Rolling Average Emission Rate as an Abnormally Low Production Rate Day, the 24-hour Block Emission Rate from the relevant furnace shall not exceed the following 24-hour block limit, as demonstrated using a CEMS:

$$NO_{X\ Oxy\ Abn} = 1.2 \frac{lb\ NO_X}{ton} \times \left[\frac{P}{0.35}\right]$$

Where: $NO_{X\ Oxy\ Abn}$ = NO_X emission limit for an Oxyfuel Furnace during an Abnormally Low Production Rate Day, in pounds per day.

P = Furnace-specific production threshold as defined in Paragraph 88, Table 9, in tons of glass produced per day.

14. NO_X Limits for Oxyfuel Furnaces during Furnace Startup

a. Initial Heating Phase Operational Limit: Anchor shall burn no more than 6.5 million standard cubic feet of natural gas in each Furnace, with the exception of the Henryetta 1 Furnace which shall burn no more than 8.0 million standard cubic feet of gas, during the Initial Heating Phase of the Furnace Startup.

b. Refractory Soak and Seal Phase Operational Limits: Anchor shall comply with the following operational limits to limit NO_X emissions during the Refractory Soak and Seal Phase of the Furnace Startup:

i. Burn no more than 75 million standard cubic feet of natural gas in that Furnace;

ii. Limit excess oxygen below 5.0 percent at the Furnace exhaust flue, as determined by handheld monitor, once per shift;

iii. Limit Hot Spot Temperature to 2900 degrees F; and

iv. Use thermal blankets or similar techniques to minimize air infiltration until expansion joints are sufficiently closed.

c. Furnace Stabilization Phase Operational Limits: Anchor shall comply with the following operational limits to limit NO_X emissions during the Furnace Stabilization Phase of the Furnace Startup:

i. Burn no more than 50 million standard cubic feet of natural gas in that Furnace;

ii. Limit excess oxygen below 5.0 percent at the Furnace exhaust flue, as determined by handheld monitor, once per shift; and

iii. Limit Hot Spot Temperature to 2900 degrees F.

15. NO_X limit for Oxyfuel Furnaces during Malfunction of the Furnace – For any Operating Day during which a Malfunction of the Furnace occurs for any period of time, Anchor may elect to exclude that day and the emissions generated during that Operating Day from the 30-day Rolling Average Emission Rate for that Furnace. For any day excluded from the 30-day Rolling Average Emission Rate for such a Malfunction, the 24-hour Block Emission Rate from the relevant furnace shall not exceed the following 24-hour Block limit, as demonstrated using a CEMS:

$$NO_{X\ Oxy\ Malf} = 4\ \times NO_{X\ Oxy\ Abn}$$

Where: $NO_{X\ Oxy\ Malf}$ = NO_X emission limit for an Oxyfuel Furnace during a Malfunction Day, in pounds per day.

$NO_{X\ Oxy\ Abn}$ = As defined in Paragraph 13, NO_X emission limit for an Oxyfuel Furnace during an Abnormally Low Production Rate Day, in pounds per day.

16. NO_X Limit for Oxyfuel Furnaces during Maintenance of the Furnace – For any Operating Day during which Maintenance activities on the Furnace are performed, Anchor may elect to exclude that day and the emissions generated during that Operating Day from the 30-day Rolling Average Emission Rate for that Furnace. For any day excluded from the 30-day Rolling Average Emission Rate for such Maintenance, the 24-hour Block Emission Rate from the relevant furnace shall not exceed the following 24-hour Block limit, as demonstrated using a CEMS:

$$NO_{X\ Oxy\ Maint} = \frac{MH \times \left[4\ \times NO_{X\ Oxy\ Abn}\right]}{24} + \frac{NH \times \left[NO_{X\ Oxy\ Abn}\right]}{24}$$

Where: $NO_{X\ Oxy\ Maint}$ = NO_X emission limit for an Oxyfuel Furnace during a Maintenance Day, in pounds per day.

$NO_{X\ Oxy\ Abn}$ = As defined in Paragraph 13, NO_X emission limit for an Oxyfuel Furnace during an Abnormally Low Production Rate Day, in pounds per day.

MH = Hours of Maintenance

NH = Normal Hours = 24 – MH

NO_X Emission Limits for Furnaces with SCR:

17. Anchor shall comply with the applicable emission limits in Paragraphs 18 through 24 for Furnaces equipped with SCR.

18. By no later than the first Operating Day after the next Cold Tank Repair, but no later than the applicable Compliance Deadline specified in Table 1, Anchor shall Operate each Furnace passing all stack gases through an SCR (except during up to the first ten (10) days of a Furnace Startup; during a Malfunction of the SCR, Scrubber System, or ESP; or during Maintenance of the SCR, Scrubber System, or ESP) in compliance with the following requirements:

a. Each SCR must be designed to achieve a NO_x Removal Efficiency of at least 90 percent; and

b. While each SCR is operating, Anchor shall continuously operate and maintain the SCR, including the SCR catalyst, according to all applicable manufacturer's specification and with good air pollution control practices for minimizing emissions consistent with 40 C.F.R. § 60.11(d) (as discussed in Paragraph 81) in order to minimize NO_x emissions to the extent practicable taking into consideration ammonia slip.

19. 30-day Rolling Average Emission Limit for NO_X for Furnaces with SCR – Commencing on the first Operating Day after completion of the Furnace Startup period and CEMS Certification, but no later than the Compliance Deadline specified in Table 1, each Furnace shall not exceed the 30-day Rolling Average Emission Limit of 1.20 pounds of NO_X per

ton of glass produced, as measured using a certified NO_X CEMS. Calculation of the 30-day Rolling Average Emission Rate may exclude emissions during the following periods (as set forth in Paragraphs 20–23): Abnormally Low Production Rate Days; up to the first ten (10) days of a Furnace Startup; Control Device Startup; Malfunction of the SCR, Scrubber System, or ESP; and Maintenance of the SCR, Scrubber System, or ESP.

20. NO_X Limit for Furnaces with SCR during Abnormally Low Production Rate Days – For any Abnormally Low Production Rate Days, Anchor may elect to exclude that day and the emissions generated during that day from all Furnaces connected to that SCR from the 30-day Rolling Average Emission Rate. For any day excluded from the 30-day Rolling Average Emission Rate as an Abnormally Low Production Rate Day, the 24-hour Block Emission Rate from the relevant furnace shall not exceed the following 24-hour block limit, as demonstrated using a CEMS:

$$NO_{X\ SCR\ Abn} = 1.2 \frac{lb\ NO_X}{ton} \times \left[\frac{P}{0.35}\right]$$

Where: $NO_{X\ SCR\ Abn}$ = NO_X emission limit for a Furnace with SCR during an Abnormally Low Production Rate Day, in pounds per day.

P = Furnace-specific production threshold as defined in Paragraph 88, Table 9, in tons of glass produced per day.

21. NO_X Limits for Furnaces with SCR during First Ten (10) Days of Furnace Startup – For no more than the first ten (10) days of a Furnace Startup, the exhaust for the Furnace with SCR may bypass the SCR to avoid having the operating inlet temperature of the SCR fall below its operational range. During the days that Furnace exhaust bypasses the SCR, Anchor shall burn no more than 14 million standard cubic feet of natural gas in that Furnace.

22. NO_X limit for Furnaces with SCR During SCR Control Device Startup or Malfunction of the SCR, Scrubber System, or ESP – For any Operating Day during a SCR Control Device Startup or where a Malfunction of the SCR, Scrubber System, or ESP occurs, Anchor may elect to exclude the emissions generated during that day from all Furnaces connected to the SCR from the 30-day Rolling Average Emission Rate. For any day excluded from the 30-day Rolling Average Emission Rate pursuant to this paragraph, the 24-hour Block Emission Rate from the relevant furnace(s) shall not exceed the following 24-hour Block limit, as demonstrated using a CEMS:

$$NO_{X\ SCR\ Malf\ CD\ start} = 5\ \times NO_{X\ SCR\ Abn}$$

Where: $NO_{X\ SCR\ Malf\ CD\ start}$ = NO_X emission limit for a Furnace with SCR during a day when a Control Device Malfunction or SCR Control Device Startup is occurring, in pounds per day.

$NO_{X\ Oxy\ Abn}$ = As defined in Paragraph 20, NO_X emission limit for a Furnace with SCR during an Abnormally Low Production Rate Day, in pounds per day.

23. NO_X limit for Furnaces with SCR during Maintenance of the SCR, Scrubber System, or ESP – For any Operating Day during which Maintenance activities on the SCR, Scrubber System, or ESP are performed, Anchor may elect to exclude the emissions generated during that Maintenance Day from all Furnaces connected to the SCR from the 30-day Rolling Average Emission Rate. For any day excluded from the 30-day Rolling Average Emission Rate pursuant to this paragraph, the 24-hour Block Emission Rate from the relevant furnace(s) shall not exceed the following 24-hour Block limit, as demonstrated using a CEMS:

$$NO_{X\ SCR\ Maint} = \frac{\mathrm{MH}\ \times\ [5\ \times\ NO_{X\ SCR\ Abn}]}{24} + \frac{\mathrm{NH}\ \times\ [NO_{X\ SCR\ Abn}]}{24}$$

Where: $NO_{X\ SCR\ Maint}$ = NO_X emission limit for a Furnace with SCR during a Maintenance Day, in pounds per day.

$NO_{X\ Oxy\ Abn}$ = As defined in Paragraph 20, NO_X emission limit for a Furnace with SCR during an Abnormally Low Production Rate Day, in pounds per day.

MH = Hours of Maintenance

NH = Normal Hours = 24 – MH

24. Ammonia Slip Limit. Commencing on the first Operating Day for each Furnace with an SCR, and during all times when an SCR Control Device is operated, Anchor shall limit the ammonia slip from the SCR to 10 parts per million volume dry basis ("ppmvd") or less, corrected to 15 percent oxygen ("O_2"). For purposes of demonstrating compliance with this Consent Decree, ammonia stack testing shall be conducted as part of each of the annual PM-10 stack tests that are required pursuant to Paragraph 70, below. All ammonia stack testing conducted during the life of this Consent Decree shall be conducted in accordance with a test protocol approved by EPA. After termination of this Consent Decree, all ammonia stack testing shall be conducted in accordance with a test protocol approved by the relevant permitting authority.

NO_X Controls and Final Emission Limits for Furnaces with OEAS

25. After the next Cold Tank Repair, but no later than the Compliance Deadlines specified in Table 2, Anchor shall only Operate the Furnaces indicated in Table 2 using OEAS.

Table 2: OEAS Installation and Operation Schedule

Facility and Furnace Number	**Compliance Deadline**	**30-Day Rolling Average Emission limit (lbs NO_X /ton of glass produced)**
Jacksonville 3	Dec. 31, 2025	3.60
Jacksonville 4	Dec. 31, 2020	3.60
Shakopee 2	Dec. 31, 2025	3.60

26. Anchor may choose to install Oxyfuel rather than OEAS as the Control Method at any Furnace(s) listed in Table 2. If Anchor makes such a choice, then after the next Cold Tank Repair, but no later than the Compliance Deadline specified in Table 2, Anchor shall only Operate the relevant Furnace(s) using Oxyfuel and shall comply with limits at least as stringent as the OEAS emission limits specified in Paragraphs 27-31. Anchor must provide EPA with written notice of the choice to use Oxyfuel within thirty (30) days of submitting an initial application or notice to the permitting authority stating its intent to switch to Oxyfuel.

27. 30-day Rolling Average Emission Limit for NO_X for OEAS Furnaces: Commencing on the first Operating Day after completion of the Furnace Startup period and CEMS Certification, but no later than the Compliance Deadline specified in Table 2, each Furnace shall not exceed the 30-day Rolling Average Emission Limit for NO_X specified for that Furnace in Table 2, as measured using a certified NO_X CEMS. Calculation of the 30-day Rolling Average Emission Rate may exclude emissions during the following periods (as set forth in Paragraphs 28–31): Abnormally Low Production Rate Days; Furnace Startup; Malfunction of the Furnace; and Maintenance of the Furnace.

28. NO_X Limit for OEAS Furnaces during Abnormally Low Production Rate Days – For any Abnormally Low Production Rate Day, Anchor may elect to exclude that day and the

emissions generated during that day from the 30-day Rolling Average Emission Rate for that Furnace. For any day excluded from the 30-day Rolling Average Emission Rate as an Abnormally Low Production Rate Day, the 24-hour Block Emission Rate from the relevant furnace shall not exceed the following 24-hour Block limit, as demonstrated using a CEMS:

$$NO_{x\ OEAS\ Abn} = Limit \frac{lb\ NOx}{ton} \times \left[\frac{P}{0.35}\right]$$

Where: $NO_{x\ OEAS\ Abn}$ = NO_x emission limit for an OEAS-Equipped Furnace during an Abnormally Low Production Rate Day, in pounds per day

Limit = 3.60 lbs NO_x /ton of glass produced, as specified in Table 2.

P = Furnace-specific production threshold as defined in Paragraph 88, Table 9, in tons of glass produced per day.

29. NO_X Limits for OEAS Furnaces during Furnace Startup

a. Initial Heating Phase Operational Limit: Anchor shall burn no more than 6.5 million standard cubic feet of natural gas in each Furnace during the Initial Heating Phase of the Furnace Startup.

b. Refractory Soak and Seal Phase Operational Limits: Anchor shall comply with the following operational limits to limit NO_X emissions during the Refractory Soak and Seal Phase of the Furnace Startup:

i. Burn no more than 75 million standard cubic feet of natural gas in that Furnace;

ii. Limit excess oxygen below 5.0 percent at the Furnace exhaust flue, as determined by handheld monitor, once per shift;

iii. Limit Hot Spot Temperature to 2900 degrees F; and

iv. Use thermal blankets or similar techniques to minimize air infiltration until expansion joints are sufficiently closed.

c. Furnace Stabilization Phase Operational Limits: Anchor shall comply with the following operational limits to limit NO_X emissions during the Furnace Stabilization Phase of the Furnace Startup:

i. Burn no more than 50 million standard cubic feet of natural gas in that Furnace;

ii. Limit excess oxygen below 5.0 percent at the Furnace exhaust flue, as determined by handheld monitor, once per shift; and

iii. Limit Hot Spot Temperature to 2900 degrees F.

30. NO_X limit for OEAS Furnaces during Malfunction of the Furnace – For any Operating Day during which a Malfunction of the Furnace system occurs for any period of time, Anchor may elect to exclude that day and the emissions generated during that Operating Day from the 30-day Rolling Average Emission Rate for that Furnace. For any day excluded from the 30-day Rolling Average Emission Rate for such a Malfunction, the 24-hour Block Emission Rate from the relevant furnace shall not exceed the following 24-hour Block limit, as demonstrated using a CEMS:

$$NO_{x\ OEAS\ Malf} = 2\ x\ NO_{x\ OEAS\ Abn}$$

Where: $NO_{x\ OEAS\ Malf}$ = NOx emission limit for an OEAS-Equipped Furnace during a Malfunction Day, in pounds per day.

$NO_{x\ OEAS\ Abn}$ = As defined under Paragraph 28, NOx emission limit for an OEAS-Equipped Furnace during an Abnormally Low Production Rate Day, in pounds per day.

31. NO_X limit for OEAS Furnaces during Maintenance of the Furnace – For any Operating Day during which Maintenance activities on the Furnace are performed, Anchor may elect to exclude that day and the emissions generated during that Operating Day from the 30-day Rolling Average Emission Rate for that Furnace. For any day excluded from the 30-day Rolling Average Emission Rate for such Maintenance, the 24-hour Block Emission Rate from the relevant furnace shall not exceed the following 24-hour Block limit, as demonstrated using a CEMS:

$$NO_{x\ OEAS\ Maint} = \frac{MH\ x\ [2\ x\ NO_{x\ OEAS\ Abn}]}{24} + \frac{NH\ x\ [NO_{x\ OEAS\ Abn}]}{24}$$

Where: $NO_{x\ OEAS\ Maint}$ = NO_x emission limit for an OEAS-Equipped Furnace during a Maintenance Day, in pounds per day.

$NO_{x\ OEAS\ Abn}$ = As defined under Paragraph 28, NO_x emission limit for an OEAS-Equipped Furnace during an Abnormally Low Production Rate Day, in pounds per day.

MH = Hours of Maintenance

NH = Normal Hours = 24 - MH

Interim NO_X Emission Controls and Limits:

32. For the Facilities listed in Table 3, Anchor shall comply with the interim NO_X emission limits in Table 3, expressed in tons of NO_X per Calendar Year, until the time Final NO_X emission limits become applicable under Paragraphs 11, 12 and 25.

33. For the Calendar Year 2018 and for each Calendar Year thereafter until the relevant limit from Paragraphs 11, 12 and 25 applies, Anchor shall comply with the following annual average interim NO_X emission limits for each Furnace listed in Table 3:

Table 3: Interim NO_X Limits

Facility and Furnace Number	**Interim NO_X Emission Limit (lbs NO_X /ton of glass produced)**
Jacksonville 3	5.00
Jacksonville 4	4.00
Shakopee 1	5.50
Shakopee 2	5.00
Warner Robins 1	7.00
Henryetta 2	4.00
Elmira 2	4.50

34. Prior to NO_X CEMS installation and certification, compliance with the interim NO_X emission limits in Table 3 shall be demonstrated by conducting an EPA Method 7E (40 C.F.R. Part 60, Appendix A) source test. Testing shall be conducted initially no later than six (6) months after the Date of Entry and once each Calendar Year thereafter until NO_X CEMS are installed and certified. A source test is not required the year that a NO_X CEMS is installed. Compliance with the interim limit in Table 3 shall be calculated by using the following equation:

$$NOx = \left[\left[\frac{PastTest\ x\ 1stProd}{2000}\right] + \left[\frac{NewTest\ x\ 2ndProd}{2000}\right]\right] / AnnProd$$

Where: NO_x = NO_x Emissions (lb/ton)

PastTest = Last source test result (lb/ton). If no source test has been conducted pursuant to this Consent Decree, use the most recent Method 7E stack test completed at the Furnace.

NewTest = New test result from the year for which emissions are being calculated (lb/ton).

1stProd = Production from January 1st through the Day prior to the Day the new source test is commenced (tons of glass).

2ndProd = Production from the Day of the new source test through the end of that same Calendar Year (tons of glass).

AnnProd = Production from January 1st through December 31 of the relevant Calendar Year

Note: If Anchor elects to do more than one test in a year, emissions calculated on the Days following the second test will be based on that second test.

35. Upon NO_X CEMS installation and certification as required by this Consent Decree, compliance with the interim NO_X emission limit in Table 3 shall be demonstrated using all valid 24-hour Block Emission Rates for every Operating Day within the Calendar Year. For the first Calendar Year during which CEMS are installed and certified, compliance with the interim limit shall be determined by summing the pounds of NO_X emitted on the Days when the emissions were determined from source test data (calculated by multiplying the most recent stack test result in lb/ton by the production for the Day), with the 24-hour Block Emission Rate for NO_X on the Days when emissions were determined by CEMS data, and dividing the sum total by the total production from all Days for which emissions were included (i.e., if a 24-hour Block Emission Rate for NO_X was not calculated on a Day because there was no valid CEMS data for that Day, the production from that Day would not be included in total production). No Operating Days are excluded from this calculation.

Other NOx Compliance Requirements:

36. Installation of NO_X CEMS. Anchor shall install, calibrate, certify, maintain, and operate NO_X CEMS at all Furnaces in accordance with the requirements specified in Section IV.D (CEMS Installation, Calibration, Certification, Maintenance, and Operation) by the Date of Entry for Jacksonville 3 and 4; by no later than twelve (12) months from Date of Entry for

Henryetta 1, Henryetta 2, Warner Robins 2, and Lawrenceburg 2; and by no later than twenty-four (24) months from date of entry for all other Furnaces. Provided further, that in the event a Furnace is not in Operation at the time it is otherwise required to meet the requirements of this Paragraph 36, such Furnace shall not resume Operation unless, and until such NO_X CEMS has been installed on such Furnace; and such Furnace shall meet all other requirements of this Paragraph 36 within ninety (90) days following the date on which it resumes Operation.

37. Monitoring: On and after the date by which a CEMS is required to be installed pursuant to Paragraph 36, Anchor shall use CEMS to demonstrate compliance with the relevant NO_X limits in Paragraphs 10 through 35. Before the date by which a CEMS is required to be installed, compliance with any applicable emission limits shall be demonstrated using data generated from annual stack tests complying with 40 C.F.R. Part 60 Appendix A Method 7E.

38. If Anchor elects to control two Furnaces subject to the same final emission limit using a single SCR, Anchor may determine compliance with the 30-day Rolling Average Emission Limit using a single NOx CEMS that monitors the total emissions from both Furnaces, and using the total production from both furnaces to generate a single 30-day Rolling Average Emission Rate from the two Furnaces combined. If this number is over the applicable limit for the two Furnaces, both Furnaces will be in violation. If this number is less than the applicable limit for the two Furnaces, both Furnaces will be in compliance. If Anchor elects to control two Furnaces subject to the same final emission limit using a single SCR, Anchor may exclude emissions as set forth in Paragraphs 20–23 (during Abnormally Low Production Rate Days, up to the first ten (10) days of a Furnace Startup, Control Device Startup, a Malfunction of the SCR, Scrubber System, or ESP, and Maintenance of the SCR, Scrubber System, or ESP) if either one of the two Furnaces, or a Control Device, meets the condition to qualify for the alternative limit.

In that case, if Anchor elects to exclude such days from the determination of compliance with the 30-day Rolling Average Emission Limit, the two Furnaces must comply with the relevant alternative limit as set forth in Paragraphs 20–23.

39. If Anchor elects to route emissions from two separate Furnaces to a common stack, but the Furnaces do not use a single, combined SCR for control, Anchor must install an individual NOx CEMS for each Furnace so that compliance with the 30-day Rolling Average Emission Limit for NOx can be determined individually for each Furnace.

40. Existing State/Local Limits: The NO_X limits in Paragraphs 10 to 35 and Tables 1, 2, and 3 do not replace any current State/local limits and do not relieve Anchor of its obligation to comply with all current and future permit and regulatory requirements, including those limits.

B. SO_2 Emission Controls, Limits, and Compliance Schedule

SO_2 Emission Control Installation Schedule

41. By no later than the Compliance Deadline listed in Table 4, Anchor shall only Operate each Furnace using the Control Device/Method specified in Table 4. Where Table 4 requires a Scrubber System, Anchor shall Operate that Furnace passing all stack gases through the Scrubber System except during the first seven (7) days of Furnace Startup; Control Device Startup; Malfunction of the Scrubber System or ESP; or Maintenance of the Scrubber System or ESP. Where Table 4 requires Anchor to select a furnace or furnaces to receive a Control Device, Anchor shall notify EPA of the furnace or furnaces selected to receive such Control Device no later than December 31, 2019.

Table 4: SO_2 Emission Controls Installation and Compliance Schedule

Compliance Deadline	**Facility and Furnace Number**	**Control Device/Method**	**30-day Rolling Average Emissions Limit (lbs SO_2/ton of glass produced)**
Effective Date	Henryetta 1	Batch Optimization	1.10
Effective Date	Lawrenceburg 2	Batch Optimization	1.20
Dec. 31, 2021	Elmira 1	Scrubber System	0.70
The earlier of Dec. 31, 2024 or the next Cold Tank Repair if Warner Robins 1 is chosen to receive a Scrubber System;	*One of the following options:* Warner Robins 1;	Scrubber System	0.70
If Warner Robins 1 is not chosen, no later than December 31, 2021 for the two chosen furnaces	or *two of the following furnaces:* Jacksonville 3; Jacksonville 4; Warner Robins 2; or Henryetta 2	Scrubber System	0.70
Dec. 31, 2021, if Warner Robins 1 is not selected for a Scrubber System	Warner Robins 1	Batch Optimization	2.00 for colored glass* 1.80 for flint or blue glass
Effective Date**	Jacksonville 3	Batch Optimization	1.90 for colored glass* 1.70 for flint or blue glass
Effective Date**	Jacksonville 4	Batch Optimization	1.80 for colored glass* 1.70 for flint or blue glass
Effective Date	Shakopee 1	Batch Optimization	2.00 for colored glass* 1.80 for flint or blue glass
Effective Date	Shakopee 2	Batch Optimization	2.00 for colored glass* 1.80 for flint or blue glass
Effective Date**	Warner Robins 2	Batch Optimization	2.00 for colored glass* 1.80 for flint or blue glass
Effective Date**	Henryetta 2	Batch Optimization	2.00 for colored glass* 1.80 for flint or blue glass
Effective Date	Elmira 2	Batch Optimization	2.10 for colored glass*

			1.80 for flint or blue glass

* Colored glass includes any glass other than flint (clear) or blue glass.

**If this furnace is chosen for a Scrubber System, the limit for Batch Optimization will apply until installation of a Scrubber System, after which the Scrubber System emission limit listed in Table 4 will come into effect.

Final SO_2 Emission Limits at Furnaces with Scrubber Systems

42. Anchor shall comply with the applicable SO_2 emission limits for Furnaces with Scrubber Systems as described in Paragraphs 43 through 48.

43. 30-day Rolling Average Emission Limit for SO_2 for Furnaces with Scrubber Systems – Commencing on the first Operating Day after completion of the Control Device Startup and CEMS Certification, but no later than the Compliance Deadline specified in Table 4, each Furnace with a Scrubber System shall not exceed the applicable 30-day Rolling Average Emission Limit of 0.70 pounds of SO_2 per ton of glass produced, as measured using a certified SO_2 CEMS. Calculation of the 30-day Rolling Average Emission Rate may exclude emissions during the following periods (as set forth in Paragraphs 44–48): the first seven (7) days of Furnace Startup; Control Device Startup; Abnormally Low Production Rate Days; Malfunction of the Scrubber System or ESP; and Maintenance of the Scrubber System or ESP.

44. SO_2 Limit for Furnaces with Scrubber Systems during the First Seven (7) Days of Furnace Startup – During the first seven (7) Days of the Furnace Startup period, Anchor shall limit the amount of sulfur added to the batch materials to 2.6 pounds per ton of total batch material (including cullet) or less.

45. SO_2 Limit for Furnaces with Scrubber Systems during Control Device Startup - During the Control Device Startup period, Anchor shall limit the amount of sulfur added to the batch materials to 2.6 pounds per ton of total batch material (including cullet) or less.

46. SO_2 Limit for Furnaces with Scrubber Systems during Abnormally Low Production Rate Days – For any Abnormally Low Production Rate Days, Anchor may elect to exclude that day and the emissions generated during that day from the 30-day Rolling Average Emission Rate for that Furnace. For any day excluded from the 30-day Rolling Average Emission Rate as an Abnormally Low Production Rate Day, the 24-hour Block Emission Rate from the relevant furnace shall not exceed the following 24-hour Block limit, as demonstrated using a CEMS:

$$SO_{2\ SS\ Abn} = 0.7 \frac{lb\ SO_2}{ton} \times \left[\frac{P}{0.35}\right]$$

Where: $SO_{2\ SS\ Abn}$ = SO_2 emission limit for a Furnace with a Scrubber System during an Abnormally Low Production Rate Day, in pounds per day.

P = Furnace-specific production threshold as defined in Paragraph 88, Table 9, in tons of glass produced per day.

47. SO_2 Limit for Furnaces with Scrubber Systems during Malfunction of the Scrubber System or ESP – For any Operating Day during which a Malfunction of the Scrubber System or ESP occurs, Anchor may elect to exclude that day and the emissions generated during that Operating Day from the 30-day Rolling Average Emission Rate for that Furnace. For any day excluded from the 30-day Rolling Average Emission Rate for such a Malfunction, the 24-hour Block Emission Rate from the relevant furnace shall not exceed the following 24-hour Block limit, as demonstrated using a CEMS:

$$SO_{2\ SS\ Malf} = 2.5 \times SO_{2\ SS\ Abn}$$

Where: $SO_{2\ SS\ Malf}$ = SO_2 emission limit for a Furnace with a Scrubber System during a Malfunction Day, in pounds per day.

$SO_{2\ SS\ Abn}$ = As defined under Paragraph 46, SO_2 emission limit for a Furnace with a Scrubber System during an Abnormally Low Production Rate Day, in pounds per day.

48. SO_2 Limit for Furnaces with Scrubber Systems during Maintenance of the Scrubber System or ESP – For any Operating Day during which Maintenance activities are performed on the Scrubber System or ESP, Anchor may elect to exclude that day and the emissions generated during that Operating Day from the 30-day Rolling Average Emission Rate for that Furnace. For any day excluded from the 30-day Rolling Average Emission Rate for such Maintenance, the 24-hour Block Emission Rate from the relevant furnace shall not exceed the following 24-hour Block limit, as demonstrated using a CEMS:

$$SO_{2\ SS\ Maint} = \frac{MH\ x\ [2\ x\ SO_{2\ SS\ Abn}]}{24} + \frac{NH\ x\ [SO_{2\ SS\ Abn}]}{24}$$

Where: $SO_{2\ SS\ Maint}$ = SO_2 emission limit for a Furnace with a Scrubber System during a Maintenance Day, in pounds per day.

$SO_{2\ SS\ Abn}$ = As defined under Paragraph 46, SO_2 emission limit for a Furnace with a Scrubber System during an Abnormally Low Production Rate Day, in pounds per day.

MH = Hours of Maintenance

NH = Normal Hours = 24 – MH

Final SO_2 Emission Limits at Furnaces with Batch Optimization

49. For Furnaces listed in Table 4 as receiving Batch Optimization, Batch Optimization may include technologies and methods undertaken to reduce SO_2 emissions, as defined in Paragraph 6.h.

50. Anchor shall complete Batch Optimization at the following Furnaces (the "Batch Optimization Furnaces") by the Compliance Deadline specified in Table 4: Jacksonville 3 and 4;

Shakopee 1 and 2; Warner Robins 2; Henryetta 1 and 2; Elmira 2; and Lawrenceburg 2. Anchor shall use Batch Optimization to achieve low sulfur emissions and remain in compliance with the requirements of this Consent Decree and any federal, state, or local permits and regulatory requirements.

51. 30-day Rolling Average Emission Limit for SO_2 for Furnaces with Batch Optimization: No later than the Compliance Deadline specified in Table 4, the 30-day Rolling Average Emission Rate for a Furnace listed in Table 4 as receiving Batch Optimization shall not exceed the 30-day Rolling Average Emission Limit for SO_2 as specified for that Furnace in Table 4. When determining compliance using a certified SO_2 CEMS, calculation of the 30-day Rolling Average Emission Rate may exclude emissions during the following periods (as set forth in Paragraphs 52–56): Furnace Startup, Abnormally Low Production Rate Days; Malfunction of the Furnace; Maintenance of the Furnace; and Color Transition.

52. SO_2 Emission Limit for Furnaces with Batch Optimization during Furnace Startup – During the Furnace Startup period, Anchor shall limit the amount of sulfur added to the batch materials to 2.6 pounds per ton of total batch material (including cullet) or less.

53. SO_2 Limit for Furnaces with Batch Optimization during Abnormally Low Production Rate Days – For any Abnormally Low Production Rate Days, Anchor may elect to exclude that day and the emissions generated during that day from the 30-day Rolling Average Emission Rate for that Furnace. For any day excluded from the 30-day Rolling Average Emission Rate as an Abnormally Low Production Rate Day, the 24-hour Block Emission Rate from the relevant furnace shall not exceed the following 24-hour Block limit, as demonstrated using a CEMS:

$$SO_{2\,BO\,Abn} = Limit\frac{lb\ SO_2}{ton} \times \left[\frac{P}{0.35}\right]$$

Where: $SO_{2\ BO\ Abn}$ = SO_2 emission limit for a Furnace with Batch Optimization during an Abnormally Low Production Rate Day, in pounds per day.

Limit = The limit for the applicable Furnace in Table 4.

P = Furnace-specific production threshold as defined in Paragraph 88, Table 9, in tons of glass produced per day.

54. SO_2 Limit for Furnaces with Batch Optimization during Malfunction of the Furnace – For any Operating Day during which a Malfunction of the Furnace system occurs for any period of time, Anchor may elect to exclude that day and the emissions generated during that Operating Day from the 30-day Rolling Average Emission Rate for that Furnace. For any day excluded from the 30-day Rolling Average Emission Rate for such a Malfunction, the 24-hour Block Emission Rate from the relevant furnace shall not exceed the following 24-hour Block limit, as demonstrated using a CEMS:

$$SO_{2\ BO\ Malf} = 1.25 \times SO_{2\ OB\ Abn}$$

Where: $SO_{2\ BO\ Malf}$ = SO_2 emission limit for a Furnace with Batch Optimization during a Malfunction Day, in pounds per day

$SO_{2\ BO\ Abn}$ = As defined under Paragraph 53, SO_2 emission limit for a Furnace with Batch Optimization during an Abnormally Low Production Rate Day, in pounds per day.

55. SO_2 Limit for Furnaces with Batch Optimization during Maintenance of the Furnace – For any Operating Day during which Maintenance activities on the Furnace are performed, Anchor may elect to exclude that day and the emissions generated during that Operating Day from the 30-day Rolling Average Emission Rate for that Furnace. For any day which is excluded from the 30-day Rolling Average Emission Rate for such Maintenance, the

24-hour Block Emission Rate from the relevant furnace shall not exceed the following 24-hour Block limit, as demonstrated using a CEMS:

$$SO_{2\ BO\ Maint} = \frac{MH\ x\ [1.25\ x\ SO_{2\ BO\ Abn}]}{24} + \frac{NH\ x\ [SO_{2\ BO\ Abn}]}{24}$$

Where: $SO_{2\ BO\ Maint}$ = SO_2 emission limit for a Furnace with Batch Optimization during a Maintenance Day, in pounds per day.

$SO_{2\ BO\ Abn}$ = As defined under Paragraph 53, SO_2 emission limit for a Furnace with Batch Optimization during an Abnormally Low Production Rate Day, in pounds per day.

MH = Hours of Maintenance

NH = Normal Hours = 24 - MH

56. SO_2 Limit for Furnaces with Batch Optimization during Color Transition – For any Operating Days during which a Color Transition is occurring, Anchor may elect to exclude the emissions on such days from the 30-day Rolling Average Emission Rate for that Furnace. For any day excluded from the 30-day Rolling Average Emission Rate for Color Transition, the 24-hour Block Emission Rate from the relevant furnace shall not exceed the following 24-hour Block limit, as demonstrated using a CEMS:

$$SO_{2\ Col\ Tran} = 2\ \times\ SO_{2\ Abn}$$

Where: $SO_{2\ Col\ Tran}$ = SO_2 emission limit for a Furnace during a Color Transition, in pounds per day.

$SO_{2\ Abn}$ = As defined in Paragraph 53, SO_2 emission limit for a Furnace with Batch Optimization during an Abnormally Low Production Rate Day, in pounds per day.

Interim SO_2 Emission Controls and Limits:

57. By no later than the Effective Date and until the time final SO_2 emission limits become applicable under Paragraph 42 and Table 4, for the Facilities listed in Table 5, Anchor

shall comply with the interim SO_2 emission limits in Table 5. After the date on which Anchor is required to install SO_2 CEMS for a Furnace, the emission limit in Table 5 shall be complied with as a 30-day Rolling Average Emission Limit. Calculation of the 30-day Rolling Average Emission Rate may exclude emissions during the following periods (as set forth in Paragraphs 58–62): the first seven (7) days of Furnace Startup; Abnormally Low Production Rate Days; Malfunction of the Furnace; Maintenance of the Furnace; and Color Transition.

Table 5: Interim SO_2 Limits

Facility and Furnace Number	**Interim SO_2 Emission Limit (lbs SO_2/tons of glass produced)**
Warner Robins 1	3.00
Elmira 1	2.20

58. SO_2 Interim Limit during Abnormally Low Production Rate Days – For any Abnormally Low Production Rate Days, Anchor may elect to exclude that day and the emissions generated during that day from the 30-day Rolling Average Emission Rate for that Furnace. For any day excluded from the 30-day Rolling Average Emission Rate as an Abnormally Low Production Rate Day, the 24-hour Block Emission Rate from the relevant furnace shall not exceed the following 24-hour Block limit, as demonstrated using a CEMS:

$$SO_{2\ Interim\ Abn} = IL\frac{lb\ SO_2}{ton} \times \left[\frac{P}{0.35}\right]$$

Where: $SO_{2\ Interim\ Abn}$ = SO_2 interim emission limit for a Furnace during an Abnormally Low Production Rate Day, in pounds per day.

IL = Furnace-specific Interim Limit specified in Table 5, above.

P = Furnace-specific production threshold as defined in Paragraph 88, Table 9, in tons of glass produced per day.

59. SO_2 Interim Limit during Furnace Startup – During the Furnace Startup period, Anchor shall limit the amount of sulfur added to the batch materials to 2.6 pounds per ton of total batch material (including cullet) or less.

60. SO_2 Interim Limit during Malfunction of the Furnace – For any Operating Day during which a Malfunction of the Furnace occurs for any period of time, Anchor may elect to exclude that day and the emissions generated during that Operating Day from the 30-day Rolling Average Emission Rate for that Furnace. For any day excluded from the 30-day Rolling Average Emission Rate for such a Malfunction, the 24-hour Block Emission Rate from the relevant furnace shall not exceed the following 24-hour Block limit, as demonstrated using a CEMS:

$$SO_{2\ Interim\ Malf} = 3 \times SO_{2\ Interim\ Abn}$$

Where: $SO_{2\ Interim\ Malf}$ = SO_2 interim emission limit for a Furnace during a Malfunction Day, in pounds per day.

$SO_{2\ Interim\ Abn}$ = As defined under Paragraph 58, SO_2 interim emission limit for a Furnace during an Abnormally Low Production Rate Day, in pounds per day.

61. SO_2 Interim Limit during Maintenance of the Furnace – For any Operating Day during which Maintenance activities on the Furnace are performed, Anchor may elect to exclude that day and the emissions generated during that Operating Day from the 30-day Rolling Average Emission Rate for that Furnace. For any Day which is excluded from the 30-day Rolling Average Emission Rate for such Maintenance, the 24-hour Block Emission Rate from the relevant furnace shall not exceed the following 24-hour Block limit, as demonstrated using a CEMS:

$$SO_{2\ Interim\ Maint} = \frac{MH\ x\ [3\ x\ SO_{2\ Interim\ Abn}]}{24} + \frac{NH\ x\ [SO_{2\ Interim\ Abn}]}{24}$$

Where: $SO_{2\ Interim\ Maint}$ = SO_2 interim emission limit for a Furnace with a during a Maintenance Day, in pounds per day.

$SO_{2\ Interim\ Abn}$ = As defined under Paragraph 58, SO_2 interim emission limit for a Furnace during an Abnormally Low Production Rate Day, in pounds per day.

MH = Hours of Maintenance

NH = Normal Hours = 24 – MH

62. SO_2 Interim Limit during Color Transition - For any Operating Days during which a Color Transition is occurring, Anchor may elect to exclude the emissions on such days from the 30-day Rolling Average Emission Rate when any Furnace has a Color Transition. For any Day excluded from the 30-day Rolling Average Emission Rate for Color Transition, the 24-hour Block Emission Rate from the relevant furnace shall not exceed the following 24-hour Block limit, as demonstrated using a CEMS:

$$SO_{2\ Col\ Tran} = 2 \times SO_{2\ Interim\ Abn}$$

Where: $SO_{2\ Col\ Tran}$ = SO_2 emission limit for a Furnace during a Color Transition, in pounds per day.

$SO_{2\ Interim\ Abn}$ = As defined in Paragraph 58, SO_2 emission limit for a Furnace during an Abnormally Low Production Rate Day, in pounds per day.

63. Prior to SO_2 CEMS installation and certification, compliance with the interim SO_2 emission limits in Table 5 shall be demonstrated by conducting an EPA Method 6C (40 C.F.R. Part 60, Appendix A) source test. Anchor shall conduct initial testing no later than six (6) months after the Date of Entry and once each Calendar Year thereafter until SO_2 CEMS are installed and certified. A source test is not required the year that a SO_2 CEMS is installed.

Other SO_2 Compliance Requirements:

64. Installation of SO_2 CEMS: Anchor shall install, calibrate, certify, maintain, and operate SO_2 CEMS at all Furnaces in accordance with the requirements specified in Section IV.D (CEMS Installation, Calibration, Certification, Maintenance, and Operation) by the Date of Entry for Jacksonville 3 and 4; by no later than twelve (12) months from Date of Entry for Henryetta 1, Henryetta 2, Warner Robins 2, and Lawrenceburg 2; and by no later than twenty-four (24) months from Date of Entry for all other Furnaces. Provided further, that in the event a Furnace is not in Operation at the time it is otherwise required to meet the requirements of this Paragraph 64, such Furnace shall not resume Operation unless and until such SO_2 CEMS has been installed on such Furnace; and such Furnace shall meet all other requirements of this Paragraph 64 within ninety (90) days following the date on which it resumes Operation.

65. Monitoring: On and after the date by which a CEMS is required to be installed pursuant to Paragraph 64, Anchor shall use CEMS to demonstrate compliance with the relevant SO_2 limits in Paragraphs 42 through 62. Before the date by which a CEMS is required to be installed, compliance with any applicable emission limits shall be demonstrated using data generated from annual stack tests complying with 40 C.F.R. Part 60 Appendix A Method 6C.

66. If Anchor elects to control two Furnaces subject to the same final emission limit using a single Scrubber System, Anchor may determine compliance with the 30-day Rolling Average Emission Limit using a single SO_2 CEMS that monitors the total emissions from both Furnaces, and using the total production from both furnaces to generate a single 30-day Rolling Average Emission Rate from the two Furnaces combined. If this number is over the applicable limit for the two Furnaces, both Furnaces will be in violation. If this number is less than the applicable limit for the two Furnaces, both Furnaces will be in compliance. If Anchor elects to

control two Furnaces subject to the same final emission limit using a single Scrubber System, Anchor may exclude emissions as set forth in Paragraphs 44–48 (during Abnormally Low Production Rate Days, up to the first seven (7) days of a Furnace Startup, Control Device Startup, a Malfunction of the Scrubber System or ESP, and Maintenance of the Scrubber System or ESP) if one of the two Furnaces, or the Control Device, meets the condition to qualify for the alternative limit. In that case, if Anchor elects to exclude such days from the determination of compliance with the 30-day Rolling Average Emission Limit, the two Furnaces must comply with the relevant alternative limit as set forth in Paragraphs 44–48.

67. If Anchor elects to route emissions from two separate Furnaces to a combined stack, but the Furnaces do not use a single, combined Scrubber System for control, Anchor must install an individual SO_2 CEMS for each Furnace so that compliance with the 30-day Rolling Average Emission Limit for SO_2 can be determined individually for each Furnace.

68. Existing State/Local Limits: The SO_2 limits in Paragraphs 41 to 63 and Tables 4 and 5 do not replace any current State/local limits and do not relieve Anchor of its obligation to comply with all current and future permit and regulatory requirements, including those limits.

C. PM Emission Controls, Limits, and Compliance Schedules

PM Emission Limits and Controls Installation Schedule.

69. By no later than the Compliance Deadline listed in Table 6, Anchor shall only Operate each Furnace using the Control Device/Method specified in Table 6. Where Table 6 requires an ESP, Anchor shall Operate that Furnace passing all stack gases through the ESP except during the first seven (7) days of Furnace Startup; Control Device Startup; Malfunction of the ESP; or Maintenance of the ESP. Where Table 6 requires Anchor to select a furnace or

furnaces to receive a Control Device, Anchor shall notify EPA of the furnace or furnaces selected to receive such Control Device no later than December 31, 2019.

Table 6: PM Emission Controls Installation and Compliance Schedule

Compliance Deadline	**Facility and Furnace Number**	**Control Device/Method**	**Emission Limit (lbs PM/ton of glass produced)**
Effective Date	Henryetta 1	Batch Optimization	1.00 lb/ton total PM
Effective Date	Lawrenceburg 2	Batch Optimization	1.00 lb/ton total PM
Dec. 31, 2021	Elmira 1	ESP	0.20 lb/ton filterable PM 0.45 lb/ton total PM
	One of the following options:		
The earlier of Dec. 31, 2024 or the next Cold Tank Repair if Warner Robins 1 is chosen to receive an ESP;	Warner Robins 1;	ESP	0.20 lb/ton filterable PM 0.45 lb/ton total PM
If Warner Robins 1 is not chosen, no later than December 31, 2021 for the two chosen furnaces	or *two of the following furnaces:* Jacksonville 3; Jacksonville 4; Warner Robins 2; or Henryetta 2	ESP	0.20 lb/ton filterable PM 0.45 lb/ton total PM
Dec. 31, 2021, if Warner Robins 1 is not selected for an ESP	Warner Robins 1	Batch Optimization	1.00 lb/ton total PM
Effective Date*	Jacksonville 3	Batch Optimization	1.00 lb/ton total PM
Effective Date*	Jacksonville 4	Batch Optimization	1.00 lb/ton total PM
Effective Date	Shakopee 1	Batch Optimization	1.00 lb/ton total PM
Effective Date	Shakopee 2	Batch Optimization	1.00 lb/ton total PM
Effective Date*	Warner Robins 2	Batch Optimization	1.00 lb/ton total PM
Dec. 31, 2020*	Henryetta 2	Batch Optimization	1.00 lb/ton total PM
Effective Date	Elmira 2	Batch Optimization	1.00 lb/ton total PM

*If this furnace is chosen for an ESP, the limit for Batch Optimization will apply until installation of an ESP, after which the ESP emission limit listed in Table 6 will come into effect.

Final PM Emission Limits

70. No later than the Compliance Deadline specified in Table 6, each Furnace shall comply with the emission limit specified for that Furnace in Table 6, as demonstrated through annual stack tests and using EPA Test Method 5 (40 C.F.R. Part 60, Appendix A-3) and EPA Test Method 202 (40 C.F.R. Part 51, Appendix M). Anchor shall conduct an initial stack test on each Furnace by no later than six (6) months after the applicable Compliance Deadline in Table 6 and once each Calendar Year thereafter.

71. Where a Covered Facility has more than one Furnace routed to the same stack and subject to the same final PM emission limit, compliance with the limits on each Furnace shall be determined through stack testing on the common stack. Results of the stack test shall be computed as the quotient of the total emission rate from the common stack and the total glass production rate for all Furnaces during the stack test. If the resulting value is equal to or less than the Final PM emission limit for each Furnace individually, then all included Furnaces are in compliance; if the resulting value exceeds the Final PM emission limit for each Furnace individually, then all included Furnaces are in noncompliance.

72. Existing State/Local Limits: The PM limits in Paragraphs 69-71 and 73 and Tables 6 and 7 do not replace any current State/local limits and do not relieve Anchor of its obligation to comply with all current and future permit and regulatory requirements, including those limits.

Interim PM Emission Controls and Limits:

73. By no later than the Effective Date and until the time final PM emission limits become applicable under Paragraph 70 and Table 6, for the Facilities listed in Table 7, Anchor

shall comply with the interim PM emission limits in Table 7, as demonstrated through annual stack tests and using EPA Test Method 5 (40 C.F.R. Part 60, Appendix A-3).

Table 7: Interim PM Limits

Facility and Furnace Number	**Interim PM Emission Limit (lbs Filterable PM / ton of glass produced)**
Warner Robins 1	1.00
Elmira 1	1.00

D. CEMS Installation, Calibration, Certification, Maintenance, and Operation

74. Anchor shall install, calibrate, certify, maintain, and operate all NO_X and SO_2 CEMS for each Furnace in accordance with the requirements in Paragraphs 75–80.

75. The NO_X and SO_2 CEMS must monitor and record the hourly NO_X and SO_2 emission concentrations (in parts per million (ppm)) during each Operating Day at each Furnace (or Furnaces where more than one Furnace subject to the same emission limit is routed through a common Control Device for the relevant pollutant and common exhaust stack). NO_X and SO_2 CEMS shall be installed, calibrated, certified, maintained, and operated in accordance with 40 C.F.R. § 60.13, (including but not limited to the 40 C.F.R. § 60.13(h) provisions regarding data reduction, and the provisions for validating partial operating hours which shall apply), 40 C.F.R. Part 60, Appendix B (Performance Specification 2), and 40 C.F.R. Part 60, Appendix F (Quality Assurance Procedures).

76. After the date by which a CEMS is required to be installed at a Furnace, and except during analyzer malfunctions, repairs, and required quality assurance or quality control activities (including calibration checks, and required zero and span adjustments), the NO_X and SO_2 CEMS shall be in continuous operation. Anchor shall take all steps necessary to minimize

CEMS downtime. This shall include, but is not limited to, operating and maintaining the CEMS in accordance with best practices and maintaining an on-site inventory of spare parts or other supplies necessary to make rapid repairs to the equipment.

77. The first CEMS Certification for each CEMS shall be completed no later than the relevant deadline specified in Paragraphs 36 and 64.

78. The data acquisition and handling system for the CEMS shall convert the ppm values generated by each analyzer into pounds per hour using an O_2 CEMS or a flow monitor installed, calibrated, certified, maintained, and operated in accordance with 40 C.F.R. § 60.13 (including but not limited to the 40 C.F.R. § 60.13(h) provisions regarding data reduction, and the provisions for validating partial operating hours which shall apply), 40 C.F.R. Part 60, Appendix B (Performance Specification 3 or 6, as applicable) and 40 C.F.R. Part 60, Appendix F (Quality Assurance Procedures). At the end of each Operating Day, the data acquisition and handling system shall calculate and record the 24-hour Block Emission Rate for that Operating Day, and divide the calculated 24-hour Block Emission Rate by the total tons of glass produced during the Operating Day to describe the pound per ton emission rate for the Operating Day. The resulting number, in units of pounds of pollutant per ton of glass produced for the applicable Operating Day, shall also be recorded.

79. CEMS Certification and CEMS Certification Events. Anchor shall not perform CEMS Certification or CEMS re-Certifications during Abnormally Low Production Rate Days, Furnace Startup, Control Device Startup, Malfunction of any Furnace, Malfunction of any Control Device, Maintenance of any Furnace, Maintenance of any Control Device, or Color Transition. If a CEMS Certification Event occurs at any Furnace, the requirement to demonstrate compliance continuously with the applicable final NO_X or SO_2 emission limit for

that Furnace will be suspended until CEMS Certification or CEMS re-Certification is complete (provided that the seven-day test required for CEMS Certification is commenced on the first Operating Day following the conclusion of the CEMS Certification Event).

80. Events that will trigger subsequent CEMS Certification (or CEMS re-Certification) include any Furnace Startup or Control Device Startup. Anchor shall commence such CEMS re-Certification no later than the first Operating Day after a Furnace Startup concludes or a Control Device Startup period concludes. If a Furnace Startup and a Control Device Startup happen at the same time, then the CEMS re-certification shall not be conducted until the first Operating Day after the later startup event concludes.

E. Other Requirements

81. Good Air Pollution Control Practices. At all times, including during Abnormally Low Production Rate Days, a Furnace Startup, a Control Device Startup, Malfunction of any Furnace, Malfunction of any Control Device, Maintenance of any Furnace, Maintenance of any Control Device, and Color Transition, Anchor shall, in accordance with 40 C.F.R. § 60.11(d), maintain and operate all Furnaces and maintain and continuously operate all Control Devices and any other associated air pollution control equipment.

82. Maintenance on Control Devices and Furnaces at the Covered Facilities. Any Operating Day that is excluded from the applicable 30-day Rolling Average Emission Rate because of Maintenance being performed on a Control Device or Furnace is subject to the following restrictions and must comply with the following requirements:

a. Scheduled or preventive Furnace Maintenance, including checker raking and burning, shall not exceed ninety-six (96) Operating hours annually and shall be conducted only when all downstream Control Devices required by this Consent Decree

(SCR, Scrubber System, ESP, etc.), if applicable, are operating.

b. Scheduled or preventive Maintenance of Control Devices shall occur and shall be completed only while the Furnace(s) connected to the Control Device(s) is not Operating, unless the Furnace connected to the Control Device is scheduled to have a Continuous Operating Year. During a Continuous Operating Year, scheduled or preventive Maintenance on Control Devices may be conducted while the Furnace(s) connected to the Control Device(s) is Operating. All Control Device Maintenance occurring during a Continuous Operating Year must also be performed in accordance with the following requirements:

i. Maintenance lasting greater than twenty-four (24) consecutive hours shall occur only during Abnormally Low Production Rate Days.

ii. Bypassing of any Control Device or Control Devices for the purpose of preventive Maintenance shall not exceed one hundred forty-four (144) total hours per Calendar Year, per Furnace for NOx or SO_2, or six (6) Days per Calendar Year, per Furnace for PM (in accordance with NSPS Subpart CC).

iii. If an ESP is bypassed, the associated Scrubber System must be bypassed as well.

83. Alternative Limits. When circumstances that could be claimed as Abnormally Low Production Rate Days, Furnace Startup, Control Device Startup, Malfunction of any Furnace, Malfunction of any Control Device, Maintenance of any Furnace, Maintenance of any Control Device, or Color Transition occur in the same Day, Anchor may choose which one of these alternative applicable limits to apply.

84. Source/Stack Testing. All source/stack tests required by the Consent Decree shall be conducted in accordance with the requirements of the specified Test Method and shall be performed under representative Operating conditions or applicable state requirements for the Furnace being tested. Each test shall comprise at least three (3) valid one-hour stack test runs. Anchor shall discard any invalid test runs, such as those that are compromised because of sample contamination. If a test run is discarded, Anchor shall replace it with an additional valid test run. Anchor shall report the results of the discarded test runs to EPA and shall provide all information necessary to document why the test run was not valid. Source/stack testing shall not be conducted during Abnormally Low Production Rate Days, a Furnace Startup, a Control Device Startup, a Malfunction of the Furnace or relevant Control Device, Maintenance of the Furnace or relevant Control Device, or Color Transition.

F. Compliance with New Source Performance Standards

85. Some of Anchor's existing Furnaces are already subject to and permitted under 40 C.F.R. Part 60, Subpart CC, including Warner Robins 1 and 2. Except as provided in Paragraph 86, on the dates specified in this Table 8, Anchor's remaining Furnaces shall be "affected facilities" pursuant to 40 C.F.R. Part 60, Subparts A and CC.

Table 8: NSPS Compliance Deadline

Facility and Furnace Number	Compliance Deadline
Elmira 1	Dec. 31, 2021
Elmira 2	Twenty-Four (24) months from DOE
Henryetta 1	Twelve (12) months from DOE
Henryetta 2	Twelve (12) months from DOE
Jacksonville 3	The earlier of a) 90 days after stack replacement and return to operation or b) Twenty-four (24) months from DOE

Jacksonville 4	The earlier of a) 90 days after stack replacement and return to operation or b) Twenty-four (24) months from DOE
Lawrenceburg 2	Twelve (12) months from DOE
Shakopee 1	Twenty-Four (24) months from DOE
Shakopee 2	Twenty-Four (24) months from DOE

86. By no later than the dates specified in Table 8, Anchor shall install, calibrate, certify, maintain, and operate COMS on each Furnace that is subject to the opacity monitoring requirement of 40 C.F.R. § 60.293(c). Provided further, that in the event a Furnace is not in Operation at the time it is otherwise required to meet the requirements of Paragraphs 85 and 86, such Furnace shall not resume Operation unless and until such COMS have been installed on such Furnace; and such Furnace shall meet all other requirements of this Paragraph 86 and become an "affected facility" within ninety (90) days following the date on which it resumes Operation. The COMS certification cannot occur during periods of Abnormally Low Production Rate Days, Furnace Startup, Control Device Startup, Malfunction of any Furnace, Malfunction of any Control Device, Maintenance of any Furnace, Maintenance of any Control Device, or Color Transition. Anchor shall install, calibrate, certify, maintain, and operate COMS as follows:

a. Anchor shall install, calibrate, certify, maintain, and operate continuously a COMS during each Operating Day in accordance with Performance Specification 1 and 40 C.F.R. Part 60, Appendix B; and

b. Anchor must comply with all monitoring, record keeping and reporting requirements in 40 C.F.R. § 60.13 and 40 C.F.R. Part 60, Appendix B (Performance Specification 1).

87. In the annual report required by Paragraph 111 for any given year, for any Furnace that became an "affected facility" in that year, Anchor must certify whether the Furnace is in compliance with 40 C.F.R. Part 60, Subparts A and CC.

G. Abnormally Low Production Rate Days

88. Table 9 lists the production threshold values for an Abnormally Low Production Rate Day for each Furnace at a Covered Facility.

Table 9: Abnormally Low Production Rate Day Threshold

Facility and Furnace Number	Abnormally Low Production Rate Day Threshold (Tons/day)
Elmira 1	140.0
Elmira 2	138.6
Henryetta 1	219.1
Henryetta 2	104.7
Jacksonville 3	109.3
Jacksonville 4	98.0
Lawrenceburg 2	105.8
Shakopee 1	123.2
Shakopee 2	124.6
Warner Robins 1	164.5
Warner Robins 2	159.3

89. If increased production capacity at a Furnace is authorized by a revised Permit limit, the Abnormally Low Production Rate Day Threshold will be thirty-five (35) percent of the new permitted production limit (or design production rate, where there is no permitted production limit) as determined on a daily basis. Anchor shall notify EPA within thirty (30) days if such an increase is authorized.

H. Recordkeeping

90. For each Furnace, Anchor shall record:

a. the hourly NO_X emissions (lbs per hour) as calculated using CEMS data;

b. the hourly SO_2 emissions (lbs per hour) as calculated using CEMS data;

c. the daily production rate;

d. if applicable, the 30-day Rolling Average Emissions Rate (lbs/ton); and

e. all results from source tests conducted pursuant to this Consent Decree.

91. For any Operating Day(s) that Anchor excludes from the relevant 30-day Rolling Average Emission Rate for NO_X or SO_2, it shall record:

a. the date;

b. the relevant exception pursuant to which Anchor is excluding the emissions generated during that Operating Day (i.e., Abnormally Low Production Rate Day, Furnace Startup, Control Device Startup, Malfunction of a Furnace, Malfunction of a Control Device, Maintenance of a Furnace, Maintenance of a Control Device, or Color Transition);

c. a calculation of the applicable emission limit (in pounds of NO_X and/or SO_2 per Day) according to the equations in Paragraphs 13, 15, 16, 20, 22, 23, 28, 30, 31, 46–48, 53–56, 58, and 60–62;

d. the 24-hour Block Emission Rate calculated using data recorded by the CEMS (in pounds of NO_X and/or SO_2 per Day);

e. if it was a Malfunction of a Furnace or Malfunction of a Control Device, an explanation and any corrective actions taken; and

f. if the Operating Day(s) was excluded for Maintenance of a Furnace or Maintenance of a Control Device, the total number of hours during which Maintenance occurred.

92. Recordkeeping during Furnace Startup. In addition to the recordkeeping requirements listed above, Anchor must also keep the following records during Furnace Startup:

a. The amount of salt cake added to the batch materials in pounds per ton of total batch material (including cullet);

b. The total natural gas usage in that Furnace (in million standard cubic feet);

c. The excess oxygen percentage (as measured and recorded by the oxygen sensor in the crown of each Furnace regenerator at least once per shift);

d. Hot Spot Temperature (measured once per shift); and,

e. A description of whether thermal blankets or similar techniques were used during this period.

V. ENVIRONMENTAL MITIGATION

93. For the purpose of mitigating environmental harm allegedly caused by the operation of the Covered Facilities, Anchor shall implement the Environmental Mitigation Projects ("Projects") described in Appendix A (Environmental Mitigation Projects) of this Consent Decree in accordance with the requirements specified therein. The Projects are not in lieu of penalties.

94. Anchor certifies that Anchor is not otherwise required by law to perform the Projects, that Anchor is unaware of any other person who is required by law to perform the Projects, and that Anchor will not use any of the Projects, or portion thereof, to satisfy any obligations that it may have under other applicable requirements of law.

95. In connection with any communication to the public or to shareholders regarding Anchor's actions or expenditures relating in any way to the Environmental Mitigation Projects in this Consent Decree, Anchor shall include prominently in the communication the information

that the actions and expenditures were required as part of a negotiated consent decree to resolve claims of the United States and States that Anchor violated the Clean Air Act.

VI. CIVIL PENALTY

96. Within thirty (30) Days after the Effective Date of this Consent Decree, Anchor shall pay the sum of 1.1 million dollars ($1,100,000) as a civil penalty, together with interest accruing from the Date of Lodging, at the rate specified in 28 U.S.C. § 1961 as of the Date of Lodging. This sum shall be paid in the following amounts:

a. $550,000 to the United States;

b. $275,000 to the State of Indiana; and

c. $275,000 to the State of Oklahoma.

97. Anchor shall pay the civil penalty due to the United States by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice, in accordance with written instructions to be provided to Anchor, following entry of the Consent Decree, by the Financial Litigation Unit of the U.S. Attorney's Office for the Middle District of Florida. At the time of payment, Anchor shall send a copy of the EFT authorization form and the EFT transaction record, together with a transmittal letter to the United States in accordance with Section XVI of this Decree (Notices); by email to acctsreceivable.CINWD@epa.gov; and by mail to:

EPA Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, Ohio 45268

This transmittal letter shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in *United States, et al. v. Anchor Glass Container Corp.* (Middle District of Florida), and shall reference the civil action number and DOJ case number 90-5-2-1-10406/1.

98. Anchor shall pay the civil penalty due to the State of Indiana by check, payable to: "Environmental Management Special Fund." At the time of payment, Anchor shall send the check, together with a transmittal letter in accordance with Section XVI of this Decree (Notices); by mail to:

Indiana Department of Environmental Management
Office of Legal Counsel
IGCN, Rm. N1307
100 North Senate Avenue
Indianapolis, IN 46204

99. Anchor shall pay the civil penalty due to ODEQ by check or money order made payable to: "Oklahoma Department of Environmental Quality Penalty Fund." At the time of payment, Anchor shall send the check or money order, together with a transmittal letter in accordance with Section XVI of this Decree (Notices), by mail to:

Accounts Receivable
Financial and Human Resources Management
Department of Environmental Quality
P.O. Box 2036
Oklahoma City, OK 73101-2036

100. Anchor shall not deduct any penalties paid under this Consent Decree pursuant to this Section or Section X (Stipulated Penalties) in calculating its federal, state, and local income taxes.

101. If any portion of the civil penalty due to the United States or a Co-Plaintiff is not paid when due, Anchor shall pay interest on the amount past due, accruing from the Date of Lodging through the date of payment, at the rate specified in 28 U.S.C. § 1961. Interest payment under this Paragraph shall be in addition to any stipulated penalty due.

VII. PERMITS

102. Whenever Anchor must obtain a federal, state, or local Permit for any compliance obligation under this Consent Decree, Anchor shall submit timely and complete applications and timely take all other actions requested by the relevant permitting agency to obtain all such Permits. Anchor may seek relief under the provisions of Section XI (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 required to fulfill such obligation, if Anchor has submitted timely and complete applications to obtain all such Permits. If Anchor fails to submit a timely Permit application and timely take all other actions requested by the relevant permitting agency, Anchor shall be barred from asserting a claim under Section XI (Force Majeure) of the Consent Decree that is based on delays in receiving necessary Permits. EPA and/or the Co-Plaintiffs will use reasonable efforts to expeditiously review all Permit applications submitted by Anchor in order to meet the requirements of this Consent Decree.

103. For each Furnace at a Covered Facility, adequately in advance of, but by no later than one hundred eighty (180) Days before, any applicable deadline specified in Section IV (Compliance Requirements), Anchor shall submit timely and complete applications to the applicable federal, state, or local air permitting authority, and take all other actions necessary, to obtain any pre-construction, construction, and operating Permits required to install, construct, and operate Control Devices, Control Methods, and/or CEMS required under Section IV (Compliance Requirements).

104. If not included first as part of the Permit applications described above, by no later than one (1) year after each compliance deadline for the final emission limits specified in Section IV (Compliance Requirements), Anchor shall also either: 1) apply for a permanent and federally

enforceable non-Title V Permit issued either by EPA or pursuant to the applicable SIP, or 2) seek an amendment to the applicable SIP. The federally enforceable non-Title V Permit or SIP amendment shall incorporate and require Anchor's compliance with the requirements specified in Section IV (Compliance Requirements) of the Consent Decree, including the following:

a. Requirements to Operate the Control Devices/Methods as specified in Paragraphs 7–8, 25, 41, 49–50, and 69, Tables 1, 2, 4, and 6, and relevant definitions;

b. Any applicable final emission limits, as well as the specified method of measuring and calculating emissions and averaging periods, specified in Paragraphs 12–31, 37–39, 42–48, 51–56, 65–67, 70–71, 78, and 82, Tables 1, 2, 4, and 6, and relevant definitions;

c. Requirements to install, calibrate, certify, maintain, and operate NO_X and SO_2 CEMS pursuant to Paragraphs 36, 64, and 74–80;

d. Requirements to operate in accordance with 40 C.F.R. § 60.11(d) pursuant to Paragraph 81;

e. Requirements for annual PM stack tests pursuant to Paragraphs 70–84;

f. NSPS requirements for affected facilities and COMS requirements, applicable pursuant to Paragraphs 85–86; and

g. All of Section VIII (Emission Credit Generation).

The provisions of Section XI (Force Majeure) of the Consent Decree apply only for purposes of the Consent Decree and Anchor shall not include them in a Permit application submitted pursuant to this Section VII (Permits).

105. Upon issuance of any permit or approval required under Paragraphs 103 or 104, Anchor shall promptly file any applications necessary to incorporate the requirements of that

permit into the Title V operating permit of the appropriate Facility. Anchor shall not challenge the inclusion in any such permit of the Emission Limits expressly prescribed in this Consent Decree, but nothing in this Consent Decree is intended nor shall it be construed to require the establishment of Emission Limits other than those Emission Limits expressly prescribed in this Consent Decree nor to preclude Anchor from challenging any more stringent Emission Limits should they be proposed for reasons independent of this Consent Decree.

106. The Parties agree that the incorporation of any Emission Limits and any other requirements and limitations into the Title V permits for Anchor's Facilities shall be in accordance with the applicable federal, State, or local rules or laws.

107. This Consent Decree shall not terminate until the requirements set forth in Paragraph 104 are incorporated into a permanent and federally enforceable non-Title V Permit or SIP amendment for each Covered Facility, and Anchor has submitted any applications to incorporate the requirements into a Title V permit according to Paragraphs 105 and 106. Requirements incorporated into a federally enforceable Permit, other operating Permit, or SIP amendment pursuant to Paragraphs 104–105 shall survive termination of this Consent Decree.

VIII. EMISSION CREDIT GENERATION

108. Prohibitions. Anchor shall neither generate nor use any CD Emissions Reductions: as netting reductions; as emissions offsets; or to apply for, obtain, trade, or sell any emission reduction credits. For projects achieving CD Emissions Reductions, and projects implemented concurrently with or after either projects, controls, or actions achieving CD Emissions Reductions or the deadline for implementing such projects, controls or actions achieving CD Emissions Reductions, whichever comes first, baseline actual emissions during any 24-month period selected by Anchor shall be adjusted downward to exclude any portion of

the baseline emissions that would have exceeded the limits specified in Section IV (Compliance Requirements) had Anchor been complying with this Consent Decree during that 24-month period. Any plant-wide applicability limits (PALs) or other multi-emission unit applicability limits that apply to emissions units covered by this Consent Decree must be adjusted downward, in conjunction with projects achieving CD Emissions Reductions, to exclude any portion of the baseline emissions used in establishing such limit(s) that would have been eliminated as CD Emissions Reductions had Anchor been complying with this Consent Decree during such baseline period.

109. Glass Manufacturing Exception to the Prohibition. Notwithstanding the general prohibition set forth in Paragraph 108 above, Anchor may use past actual emissions from a Furnace as baseline actual emissions for that Furnace in the actual –to-projected-actual applicability test for the following projects: First, for an increase in production rate achieved in conjunction with the first Cold Tank Repair at a Furnace following entry of this Decree; second, for an increase in production rate achieved in conjunction with the installation of a Scrubber System and ESP pursuant to paragraphs 41 and 69 of this Decree. Utilization of this exception is subject to each of the following conditions:

a. If use of past actual emissions from a Furnace as baseline actual emissions in the actual-to-projected-actual applicability test leads to the calculation of a negative (below zero) emissions increase at that emissions unit, the emissions increase at that emissions unit shall be considered equal to zero in determining whether the project will result in a significant emissions increase;

b. Use of past actual emissions under this Exception to the Prohibition does not extend to any use of past actual emissions in determining the net emissions

increase from the major stationary source. However, if past actual emissions are used under this Exception to the Prohibition, then baseline actual emissions for that furnace in any subsequent netting analysis shall be based upon a rate no greater than the projected actual emissions determined as a result of the use of this Exception to the Prohibition;

c. Anchor shall still be subject to all federal and state regulations applicable to the PSD, Non-attainment NSR, and/or Minor NSR permitting process; and

d. Anchor shall provide notice of such project(s) to EPA (including copies of all permit applications and other relevant documentation submitted to the permitting authority) upon submission of a permit application for the projects(s) to the permitting authority, or thirty (30) days prior to implementing a project, control or action using this Exception to the Prohibition, whichever comes first.

110. Permissible Uses. Nothing in the Consent Decree shall preclude Anchor from using, selling, or transferring Emission Credits of NO_X, SO_2, and PM, that may be generated as a result of achieving and maintaining emission rates (including by permanently shutting down a Furnace) at the Covered Facilities that are more stringent than the emission limits required by Section IV (Compliance Requirements) so long as Anchor: (i) timely reports the generation of such surplus Emissions Credits in accordance with Section IX (Reporting Requirements) of the Consent Decree and (ii) accepts the more stringent emission rate(s) in a federally enforceable Permit for the applicable Covered Facility.

111. Outside the Scope of the Prohibition. Nothing in this Section VIII (Emission Credit Generation) is intended to prohibit Anchor from seeking to:

a. Use or generate emission reductions from emissions units that are covered

by this Consent Decree to the extent that the proposed emission reductions represent the difference between CD Emissions Reductions and more stringent control requirements that Anchor may elect to accept for those emissions units in a permitting process, so long as Anchor: (i) timely reports the generation of any resulting Emissions Credits in accordance with Section IX (Reporting Requirements) of the Consent Decree and (ii) accepts the more stringent emission rate(s) in a federally enforceable Permit for the applicable Covered Facility;

b. Use or generate emission reductions from emissions units that are not subject to an emission limitation or control requirement pursuant to this Consent Decree; or

c. Use CD Emissions Reductions for compliance with any rules or regulations designed to address regional haze or the non-attainment status of any area (excluding PSD and non-attainment NSR rules, but including, for example, RACT rules) that apply to the facility; provided, however, that Anchor shall not be allowed to trade or sell any CD Emissions Reductions.

IX. REPORTING REQUIREMENTS

112. Until termination of this Consent Decree pursuant to Section XXI (Termination), Anchor shall submit to EPA and the Co-Plaintiffs a written, annual progress report by no later than March 1 of each Calendar Year.

113. Each annual report shall include the following information for the preceding Calendar Year:

a. the status of Anchor's progress toward implementing Section IV

(Compliance Requirements) and Section V (Environmental Mitigation);

b. a description of all requirements completed for Sections IV (Compliance Requirements) and V (Environmental Mitigation);

c. any problems encountered or anticipated in implementing Sections IV (Compliance Requirements) and V (Environmental Mitigation), together with implemented or proposed solutions;

d. a summary of all permitting activity pertaining to compliance with the Consent Decree and the status of any necessary Permit applications, as well as a copy of any application for a Permit or Permit amendment to address or comply with any provision of this Consent Decree and any resulting Permit;

e. a record of each Furnace's daily 30-day Rolling Average Emission Rates for NO_X and SO_2, as well as the amount of CEMS downtime and the dates for which there was no valid CEMS data available;

f. the results of all source/stack testing performed at any Furnace at a Covered Facility;

g. monthly production of glass;

h. a list of Days excluded from the 30-day Rolling Average Emission Rate due to an Abnormally Low Production Rate Day, Furnace Startup, Control Device Startup, Malfunction of a Furnace, Malfunction of a Control Device, Maintenance of a Furnace, or Maintenance of a Control Device;

i. the 24-hour Block Emission Limit and Rate of NO_X or SO_2 during each Day excluded from the 30-day Rolling Average Emission Rate (where applicable);

j. a description of any non-compliance with the requirements of this

Consent Decree and an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation;

k. payment of any civil or stipulated penalties; and

l. any other information required to be recorded in Section IV.H (Recordkeeping).

114. In addition to the requirements listed in Paragraphs 112 and 113, if Anchor violates, or has reason to believe that it may have violated, any requirement of this Consent Decree, Anchor shall notify the United States and applicable Co-Plaintiff of such violation and its duration or likely duration, in writing and by telephone, fax, or email, within ten (10) Days of the Day Anchor first became aware of the violation or potential violation. This notice shall provide an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation and future violations. If the cause of a violation cannot be fully explained at the time the notice is given, Anchor shall so state in the notice. Anchor shall investigate the cause of the violation and shall then submit an amendment to the notice, including a full explanation of the cause of the violation, within thirty (30) Days of the Day Anchor first becomes aware of the cause of the violation. Nothing in this Paragraph or the following Paragraph relieves Anchor of its obligation to provide the notice required by Section XI (Force Majeure) of this Consent Decree.

115. A copy of any reports to Affected States pertaining to compliance with this Consent Decree shall be provided to EPA either at the time of submission to the Affected State or in the annual report.

116. Whenever any violation of this Consent Decree or any other event affecting Anchor's performance under this Consent Decree, or affecting the performance of a Furnace or

Covered Facility, may pose an immediate threat to the public health or welfare or the environment, Anchor shall notify EPA and the applicable Co-Plaintiff orally or by electronic or facsimile transmission as soon as possible, but in no case later than twenty-four (24) hours after Anchor first knew or should have known of the violation or event. This procedure is in addition to the requirements set forth in the preceding Paragraphs 112–115.

117. All reports shall be submitted to the persons designated in Section XVI of this Consent Decree (Notices).

118. Each report submitted by Anchor under this Section shall be signed by an official of Anchor and shall include the following certification:

> I certify under penalty of law that this document and all attachments were prepared by me personally or under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. I further certify that, based on my personal knowledge or 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 am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

119. The reporting requirements of this Consent Decree do not relieve Anchor of any reporting obligations required by the Clean Air Act or its implementing regulations, or by any other federal, state, or local law, regulation, Permit, or other requirement.

120. Any information provided pursuant to the terms and implementation of this Consent Decree may be used by the United States or any Co-Plaintiff in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

X. STIPULATED PENALTIES

121. Anchor shall be liable for stipulated penalties to the United States and applicable Co-Plaintiff for violations of the Consent Decree as specified below, unless excused under

Section XI (Force Majeure). A violation includes failing to perform any obligation required by the terms of this Consent Decree, including any work plan or schedule approved under this Consent Decree, according to all applicable requirements of this Consent Decree and within the specified time schedules established by or approved under this Consent Decree.

122. Late Payment of Civil Penalty. If Anchor fails to pay any portion of the civil penalty required to be paid under Section VI of this Decree (Civil Penalty) when due, Anchor shall pay a stipulated penalty of $1,000 per Day for each Day that the payment is late, plus interest accruing from the date the payment was due, at the rate specified in 28 U.S.C. § 1961 as of the due date. Late payment of the civil penalty shall be made in accordance with Section VI (Civil Penalty) of this Consent Decree.

123. For Furnaces which are routed to a common Control Device and for which compliance is determined for both Furnaces together, the penalties listed below are applied separately for each Furnace for each violation (effectively doubling the penalty for a violation for the combined stack or common Control Device).

124. Emission Limits. The following stipulated penalties shall accrue per violation for each violation of any NO_X, SO_2, and/or PM interim or final emission limit specified in Section IV (Compliance Requirements) of this Consent Decree:

a. After CEMS is installed or is required to be installed, whichever is earlier, where a 30-day Rolling Average Emission Rate exceeds the applicable 30-day Rolling Average Emission Limit by less than or equal to ten (10) percent, or where a 24-hour Block Emission Rate for a Day exceeds the applicable 24-hour Block limit by less than or equal to ten (10) percent, and Anchor has excluded that day from the relevant 30-day Rolling Average Emission Rate:

Penalty Per Violation Per Day	Period of Noncompliance
$750	1st through 60th Day
$1,500	61st Day and beyond

b. After CEMS is installed or is required to be installed, whichever is earlier, where a 30-day Rolling Average Emission Rate exceeds the applicable 30-day Rolling Average Emission Limit by more than ten (10) percent, or where a 24-hour Block Emission Rate for a Day exceeds the applicable 24-hour Block limit by more than ten (10) percent, and Anchor has excluded that day from the relevant 30-day Rolling Average Emission Rate:

Penalty Per Violation Per Day	Period of Noncompliance
$1,500	1st through 44th Day
$2,250	45th through 60th Day
$3,000	61st Day and beyond

c. Emission limit violations during stack/source testing: For each stack/source test required by Section IV (Compliance Requirements) where the applicable interim or final emission limit is exceeded, a stipulated penalty of $5,000 shall accrue per stack/source test per Calendar Year. In addition, a daily penalty shall accrue from the day of the stack/source test until a re-test shows compliance with the applicable interim or final emission limit, in the amounts of $750 per Operating Day where the stack/source test showed emissions less than 10% in excess of the limit, and $1,500 per Operating Day where the stack/source test showed emissions equal to or greater than 10% in excess of the limit.

d. Violation of a 30-day Rolling Average Emission Limit constitutes thirty

(30) Days of violation, provided that where a violation of a 30-day Rolling Average Emission Limit (for the same pollutant and from the same Furnace) recurs within periods of less than thirty (30) Days, Anchor shall not pay a daily stipulated penalty for any Day of recurrence for which a stipulated penalty has already been paid.

125. Compliance Deadlines for Installing and Operating Control Devices/Methods. The following stipulated penalties shall accrue per violation per Day for each violation for failure to install and/or operate any Control Device or Control Method as required in Section IV (Compliance Requirements) of the Consent Decree:

Penalty Per Violation Per Day	Period of Noncompliance
$2,250	1st through 14th Day
$3,500	15th through 30th Day
$5,000	31st Day and beyond

126. Installation of CEMS and COMS. The following stipulated penalties shall accrue per violation per Day for each violation for failure to install, certify, calibrate, operate and/or maintain any CEMS or COMS as required in Section IV (Compliance Requirements) of the Consent Decree:

Penalty Per Violation Per Day	Period of Noncompliance
$300	1st through 30th Day
$600	31st through 60th Day
$1,200	61st Day and beyond

127. Recordkeeping and Reporting Requirements. The following stipulated penalties shall accrue per violation per Day for each violation of any requirement of this Consent Decree

relating to the submission of reports and/or the provision of notice by the dates specified in the Consent Decree:

Penalty Per Violation Per Day	Period of Noncompliance
$250	1st through 14th Day
$500	15th through 30th Day
$1,000	31st Day and beyond

128. Permitting Requirements. The following stipulated penalties shall accrue per violation per Day for each violation of any permitting requirement identified in Section VII (Permits) of this Consent Decree:

Penalty Per Violation Per Day	Period of Noncompliance
$750	1st through 14th Day
$1,250	15th through 30th Day
$2,000	31st Day and beyond

129. Emission Credit Generation Requirements. The following stipulated penalties shall accrue for violations of the requirements of Section VIII (Emission Credit Generation) of this Consent Decree:

Pollutant for which reductions were impermissibly used or baseline was not adjusted downward	Penalty per ton of pollutant impermissibly used or counted in baseline
NOx	$25,000
SO_2	$25,000
Total PM	$100,000
Filterable PM	$100,000

In addition to stipulated penalties, 1) Anchor shall purchase and retire the amount of emissions offsets impermissibly used or sold and 2) any PSD, Non-attainment NSR, and/or synthetic Minor NSR permit improperly relying on CD Emissions Reductions in violation of Section VIII

(Emission Credit Generation) will be subject to reevaluation as to whether a significant emissions increase and significant net emissions increase occurred such that the project qualified as a major modification.

130. The following stipulated penalties shall accrue per violation per Day for each violation of a Mitigation Project(s) requirement specified in Section V (Environmental Mitigation) or Appendix A (Environmental Mitigation Projects) of this Consent Decree:

Penalty Per Violation Per Day	Period of Noncompliance
$750	1st through 14th Day
$1,250	15th through 30th Day
$2,000	31st Day and beyond

131. Other Violations. The following stipulated penalties shall accrue per violation per Day for each violation of any other requirement of the Consent Decree:

Penalty Per Violation Per Day	Period of Noncompliance
$750	1st through 14th Day
$1,000	15th Day and beyond

132. 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.

133. For violations relating to any Covered Facility, Anchor shall pay any stipulated penalty within thirty (30) Days of receipt of the written demand from either the United States or applicable Co-Plaintiff, unless Anchor elects within twenty (20) Days of receipt of the written

demand to dispute the obligation in accordance with the dispute resolution procedures set forth in Section XII (Dispute Resolution) of the Consent Decree below.

134. Stipulated penalties for violations related to the Lawrenceburg Facility shall be payable as: fifty (50) percent to the United States and fifty (50) percent to the applicable Co-Plaintiff. The United States and applicable Co-Plaintiff will consult with each other prior to making a demand for stipulated penalties. The Party making a demand for payment of a stipulated penalty shall simultaneously send a copy of the demand to the other Party(ies).

135. Stipulated penalties for violations related to the Henryetta Facility shall be payable as: fifty (50) percent to the United States and fifty (50) percent to the applicable Co-Plaintiff. The United States and applicable Co-Plaintiff will consult with each other prior to making a demand for stipulated penalties. The Party making a demand for payment of a stipulated penalty shall simultaneously send a copy of the demand to the other Party(ies).

136. The United States or an applicable Co-Plaintiff may, in the unreviewable exercise of its discretion, reduce or waive the amount of stipulated penalties otherwise due to that Party under this Consent Decree.

137. Stipulated penalties shall continue to accrue during any dispute or dispute resolution in accordance with Paragraph 132, with interest on accrued stipulated penalties calculated at the rate established by the Secretary of the Treasury, pursuant to 28 U.S.C. § 1961, but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of the United States or a Co-Plaintiff that is not appealed to the Court, Anchor shall pay accrued stipulated penalties determined to be owing, together with accrued interest, to the United

States and Co-Plaintiff within thirty (30) Days of the effective date of the agreement or Anchor's receipt of the United States' or Co-Plaintiff's decision or order.

b. If the dispute is appealed to the Court and the United States and/or a Co-Plaintiff prevails in whole or in part, Anchor shall pay all accrued penalties determined by the Court to be owing, together with interest, within sixty (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, Anchor shall pay all accrued penalties determined to be owing, together with interest, within fifteen (15) Days of receiving the final appellate court decision.

138. Anchor shall pay stipulated penalties owing to the United States in the manner set forth and with the confirmation notices required by Paragraph 97, 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. Anchor shall pay stipulated penalties owing to the applicable Co-Plaintiff in the manner set forth in Paragraphs 98 and 99.

139. If Anchor fails to pay stipulated penalties according to the terms of this Consent Decree, Anchor 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 or an applicable Co-Plaintiff from seeking any remedy otherwise provided by law for Anchor's failure to pay any stipulated penalties.

140. Subject to the provisions of Section XIV of this Consent Decree (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 and the Co-Plaintiffs for Anchor's violation of this Consent Decree or applicable law, except that for

any violation of relevant statutory, regulatory, or permitting requirements for which this Consent Decree provides for payment of a stipulated penalty, the United States and the Co-Plaintiff will elect whether to seek stipulated penalties or to seek statutory penalties for such violation.

XI. FORCE MAJEURE

141. "Force Majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Anchor, of any entity controlled by Anchor, or of Anchor's contractors that delays or prevents the performance of any obligation under this Consent Decree despite Anchor's best efforts to fulfill the obligation. The requirement that Anchor 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 in order to prevent or minimize any resulting delay to the greatest extent possible. Force Majeure does not include Anchor's financial inability to perform any obligation under this Consent Decree.

142. 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, Anchor shall provide notice orally or by electronic or facsimile transmission to EPA and the applicable Co-Plaintiff(s), within ten (10) Days of when Anchor first knew that the event might cause a delay. Within thirty (30) Days of when Anchor first knew that the event might cause a delay, Anchor shall provide in writing to EPA and the applicable Co-Plaintiff(s) 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; Anchor'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 Anchor, such event may cause or contribute to an endangerment to public health, welfare or the environment. Anchor 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 Anchor 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.

143. If EPA, after a reasonable opportunity for review and comment by the applicable Co-Plaintiff(s), 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 Anchor in writing of the length of the extension, if any, for performance of the obligations affected by the Force Majeure event.

144. If EPA, after a reasonable opportunity for review and comment by the applicable Co-Plaintiff(s), does not agree that the delay or anticipated delay has been or will be caused by a Force Majeure event, EPA will notify Anchor in writing of its decision.

145. If Anchor elects to invoke the dispute resolution procedures set forth in Section XII (Dispute Resolution), it shall do so no later than fifteen (15) Days after receipt of EPA's notice. In any such proceeding, Anchor 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 Anchor complied with the requirements of Paragraphs 141 and 142. If Anchor carries this burden, the delay at issue shall be deemed not to be a violation by Anchor of the affected obligation of this Consent Decree identified to EPA and the Court.

XII. DISPUTE RESOLUTION

146. 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. The procedures set forth in this Section do not apply to actions by the United States or a Co-Plaintiff to enforce obligations of Anchor that have not been disputed in accordance with this Section. Defendant's failure to seek resolution of a dispute under this Section shall preclude Defendant from raising any such issue as a defense to an action by the United States to enforce any obligation of Defendant arising under this Decree.

147. Except as otherwise expressly provided in the Consent Decree, the dispute resolution procedures set forth in this Section shall be available to resolve any and all disputes arising under the Consent Decree, provided that the Party invoking the procedures has made a good faith attempt to resolve the matter with the other Party or Parties involved.

148. The dispute resolution procedure required herein shall be invoked upon the giving of written notice by one of the Parties to the Consent Decree to another advising the other appropriate Party(ies) of a dispute pursuant to Section XVI (Notices). The notice shall describe the nature of the dispute and shall state the noticing Party's position with regard to such dispute. The Party or Parties receiving such notice will acknowledge receipt of the notice and the Parties shall expeditiously schedule a meeting to discuss the dispute informally not later than fourteen (14) Days from the receipt of such notice.

149. Informal Dispute Resolution. Disputes submitted to dispute resolution shall, in the first instance, be the subject of informal negotiations between the Parties. Such period of informal negotiations shall not extend beyond thirty (30) Days from the date of the first meeting between representatives of the Parties, unless the Parties involved in the dispute agree that this period should be shortened or extended.

150. Formal Dispute Resolution. In the event that the Parties are unable to reach agreement during such informal negotiations period, the United States and/or the applicable Co-Plaintiff(s), shall provide Anchor with a written summary of its/their position regarding the dispute. The position advanced by the United States and/or the applicable Co-Plaintiff(s), will be considered binding unless, within forty-five (45) Days of Anchor's receipt of the written summary, Anchor invokes formal dispute resolution by filing with the Court a petition which describes the nature of the dispute and Anchor's position on the dispute. The United States and/or the applicable Co-Plaintiff(s) shall respond to the petition within forty-five (45) Days of filing.

151. In the event that the United States and the applicable Co-Plaintiff(s) are unable to reach agreement among themselves with regard to Anchor's claim, the position of the United States shall be the final position.

152. In any dispute under Section XII (Dispute Resolution), Anchor shall bear the burden of demonstrating that its position complies with this Consent Decree and the Act and that Anchor is entitled to relief under applicable law.

153. Where the nature of the dispute is such that a more timely resolution of the issue is required, the time periods set forth in this Section may be shortened upon motion of one of the Parties to the dispute or by agreement of the Parties to the dispute. The Parties do not intend that

the invocation of this Section by a Party cause the Court to draw any inferences nor establish any presumptions adverse to either Party as a result of invocation of this section.

154. In appropriate circumstances, as part of the resolution of any matter submitted to the Court under this Section, the Parties involved in the dispute may agree to, or the Court may order, an extension or modification of the schedule for completion of work under the Consent Decree to account for the delay in the work that occurred as a result of dispute resolution. If appropriate, the Court may also order Anchor to mitigate any adverse environmental impacts resulting from Anchor's failure to timely perform any obligation under this Consent Decree. Invocation of dispute resolution with respect to any of Anchor's obligations under the Consent Decree shall not, of itself, excuse or extend the time for performance of any other obligation of Anchor under the Consent Decree.

XIII. INFORMATION COLLECTION AND RETENTION

155. The United States, the applicable Co-Plaintiff(s), and their representatives, including attorneys, contractors, and consultants, shall have the right of entry into any Covered Facility, 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 or applicable Co-Plaintiff in accordance with the terms of this Consent Decree;

c. obtain samples and, upon request, splits of any samples taken by Anchor or its representatives, contractors, or consultants;

d. obtain documentary evidence, including photographs (which Anchor may request copies of) and similar data; and

e. assess Anchor's compliance with this Consent Decree.

Upon request, Anchor shall provide EPA and the applicable Co-Plaintiff(s) or their authorized representatives splits of any samples taken by Anchor. Upon request, EPA and the applicable Co-Plaintiff(s) shall provide Anchor splits of any samples taken by EPA or a Co-Plaintiff.

156. Anchor 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 Anchor's performance of its obligations under this Consent Decree. These information-retention requirements shall apply at each Covered Facility until three years after the requirements of this Consent Decree are terminated at the respective Covered Facility. 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 or a Co-Plaintiff, Anchor shall provide copies of any documents, records, or other information maintained under this Paragraph.

157. At the conclusion of the information-retention period provided in the preceding Paragraph, Anchor shall notify the United States and the Co-Plaintiffs at least ninety (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 or a Co-Plaintiff, Anchor shall deliver any such documents, records, or other information to the requesting party. Anchor may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Anchor 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 Anchor. However, no documents, records, data, or other information created or generated pursuant to the requirements of this Consent Decree shall be withheld on grounds of privilege.

158. Anchor 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 and any applicable state law. As to any information that Anchor seeks to protect as CBI, Anchor shall follow the procedures set forth in 40 C.F.R. Part 2 and any applicable state law.

159. The information retention requirements of Paragraph 156 and 157 shall survive termination of the Consent Decree and shall be enforceable by this Court even after such termination. 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 or a Co-Plaintiff pursuant to applicable federal or state laws, regulations, or Permits, nor does it limit or affect any duty or obligation of Anchor to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or Permits.

XIV. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

160. Entry of this Consent Decree resolves the civil claims of the United States and Co-Plaintiffs for the violations alleged in the Complaints filed in this action through the date the Consent Decree is lodged with the Court. This Consent Decree also resolves the civil claims of the United States and Co-Plaintiffs for the violations alleged in the notices of violation issued to Anchor on April 22, 2011; February 28, 2014; and, March 7, 2014.

161. With respect to emissions of NO_X, SO_2, and PM (including PM_{10} and $PM_{2.5}$), entry of this Consent Decree resolves the civil liability of Anchor to the United States and the

Co-Plaintiffs for the following claims arising from any construction or modification commenced at the Covered Facilities prior to the lodging of this Consent Decree:

a. Claims based on Part C or D of Subchapter I of the Clean Air Act, 42 U.S.C. §§ 7470–7492, 7501–7515, and the regulations promulgated thereunder at 40 C.F.R. § 52.21, 40 C.F.R. §§ 51.165(a) and (b), and 51.166, 40 C.F.R. Part 51, Appendix S, and 40 C.F.R. § 52.24;

b. Claims based on Section 111 of the Clean Air Act, 42 U.S.C. § 7411, and 40 C.F.R. Part 60, Subparts A and CC;

c. Claims based on Sections 502(a) and 504(a) of Title V of the Clean Air Act, 42 U.S.C. §§ 7661a(a) and 7661c(a), but only to the extent that such claims are based on Anchor's failure to obtain a Title V Permit that reflects applicable requirements imposed under Parts C or D of Subchapter I; and

d. Claims based on any applicable state and local law counterparts to the provisions listed in the preceding subparagraphs of this Paragraph 161, including claims based on counterpart provisions of the federally-approved and enforceable SIPs, delegated NSPS programs, and approved Title V programs of the states in which the Covered Facilities are located.

162. The United States and Co-Plaintiffs reserve all legal and equitable remedies available to enforce the provisions of this Consent Decree. This Consent Decree shall not be construed to limit the rights of the United States or Co-Plaintiffs to obtain penalties or injunctive relief under the CAA or implementing regulations, or under other federal or state laws, regulations, or Permit conditions, except as expressly specified in Paragraphs 160 and 161. Notwithstanding paragraphs 160 and 161, entry of this Consent Decree does not resolve any

liability of Anchor related to any facts or findings set forth in the report resulting from the Full Compliance Evaluation conducted by the Oklahoma Department of Environmental Quality on February 18, 2018 at the Henryetta Facility, which was sent via certified mail by Oklahoma Department of Environmental Quality to Anchor on April 26, 2018. The United States and Co-Plaintiffs further reserve 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, Anchor's Covered Facilities, whether related to the violations addressed in this Consent Decree or otherwise.

163. In any subsequent administrative or judicial proceeding initiated by the United States or a Co-Plaintiff for injunctive relief, civil penalties, other appropriate relief relating to the Covered Facilities or Anchor's violations, Anchor 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 or Co-Plaintiff(s) 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 Paragraphs 160 and 161.

164. This Consent Decree is not a Permit, or a modification of any Permit, under any federal, state, or local laws or regulations. Anchor is responsible for achieving and maintaining complete compliance with all applicable federal, state, and local laws, regulations, and Permits; and Anchor'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 and Co-Plaintiffs do not, by their consent to the entry of this Consent Decree, warrant or aver in any manner that Anchor's 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.

165. This Consent Decree does not limit or affect the rights of Anchor or of the United States or the Co-Plaintiffs 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 Anchor, except as otherwise provided by law.

166. 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.

XV. COSTS

167. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States and Co-Plaintiffs 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 Anchor.

XVI. NOTICES

168. Unless otherwise specified herein, whenever notifications, submissions, statements of position, or communications are required by this Consent Decree, they shall be made in writing, addressed as follows, and delivered by U.S. Mail, postage pre-paid, overnight mail or registered mail, return receipt requested. However, where an e-mail address is provided below, Anchor shall instead submit all Consent Decree submissions to the designated recipient electronically. Electronic submissions will be deemed submitted on the date they are transmitted electronically and only one electronic submission is required per recipient.

To the United States:

Chief, Environmental Enforcement Section

Environment and Natural Resources Division
U.S. Department of Justice
Box 7611 Ben Franklin Station
Washington, D.C. 20044-7611
Re: DOJ No. 90-5-2-1-10406/1

To EPA:

Director, Air Enforcement Division
U.S. Environmental Protection Agency
Office of Civil Enforcement
William Jefferson Clinton South Bldg.
1200 Pennsylvania Avenue, N.W.
Mail Code 2242-A
Washington, DC 20460

And

For the Elmira Facility:

Chief
Air Compliance Branch
U. S. Environmental Protection Agency, Region 2
290 Broadway
New York, New York 10007-1866

For the Warner Robins Facility and the Jacksonville Facility:

Chief
Air Enforcement and Toxics Branch
U.S. Environmental Protection Agency, Region 4
Sam Nunn Atlanta Federal Center
61 Forsyth St. SW
Atlanta, GA 30303-8960

For the Lawrenceburg Facility and the Shakopee Facility:

Chief
Air Enforcement and Compliance Assurance Branch
U.S. Environmental Protection Agency, Region 5
Mailcode AE-18J
77 West Jackson Blvd.

Chicago, IL 60604

For the Henryetta Facility:

Chief
Air Enforcement Branch
Compliance Assurance and Enforcement Division
U.S. Environmental Protection Agency, Region 6
1445 Ross Avenue, Suite 1200
Mail Code 6EN-A
Dallas, TX 75202-2733

To the State of Indiana:

Indiana Department of Environmental Management
Chief, Air Compliance and Enforcement Branch
100 North Senate Avenue
MC-61-53, IGCN 1003
Indianapolis, IN 46204-2251

To the State of Oklahoma:

Director, Air Quality Division
Oklahoma Department of Environmental Quality
707 N. Robinson
Oklahoma City, OK 73101

To Anchor:

Anchor Glass Container Corporation
401 E. Jackson Street, Suite 1800
Tampa, Florida 33602
Attention: Legal Department

169. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above. Upon future written agreement of the sending and receiving Parties, notifications, communications, or submissions required under this Consent Decree may be submitted electronically in lieu of by mail or commercial delivery service. The Parties will determine the procedures for electronic submittal at that time.

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

XVII. SALES OR TRANSFER OF OPERATIONAL OR OWNERSHIP INTERESTS

171. If Anchor proposes to sell or transfer an operational or ownership interest in any Facility to an entity unrelated to Anchor ("Third Party"), it shall advise the Third Party in writing of the existence of this Consent Decree prior to such closing, and shall send a copy of such written notification to the United States and the applicable Co-Plaintiff pursuant to Section XVI (Notices) of this Consent Decree prior to such proposed closing.

172. Anchor shall condition any transfer, in whole or in part, of ownership, operation of, or other interest in any of the Covered Facilities upon the execution by the Third Party of a modification to the Consent Decree, making the terms and conditions of the Decree that apply to such Facility applicable to the Third Party. Anchor shall submit the application for modification to the Court promptly upon such transfer making the terms and conditions of the Consent Decree that apply to such Facility applicable to the Third Party.

173. Upon approval by the Court of such modification, pursuant to Section XX (Modification) of this Consent Decree, making the Third Party a party to this Consent Decree and liable for all the requirements of this Decree that may be applicable to the transferred or purchased interests, Anchor shall be released from the obligations and liabilities of this Consent Decree as to the transferred or purchased interests, provided that all Civil Penalties pursuant to Section VI (Civil Penalty) have been fully paid and all environmental mitigation projects

pursuant to Section V (Environmental Mitigation) have been fully implemented or such remaining obligations for implementing these projects are also transferred to the Third Party.

174. This Consent Decree shall not be construed to impede the transfer of any interests between Anchor and any Third Party so long as the requirements of this Consent Decree are met. This Section XVII (Sales or Transfer of Operational or Ownership Interests) applies to transfers of assets or interest only, and shall not be construed to affect or apply to mergers or other corporate transactions in which the shares of Anchor or its affiliate corporation are acquired by any Third Party and the surviving corporation, by operation of law, assumes all of the assets and liabilities of Anchor pursuant to this Consent Decree related to the Covered Facilities.

175. Notwithstanding the foregoing, however, Anchor may not assign, and may not be released from, any obligation under this Consent Decree that is not specific to the purchased or transferred interests, including Section VI (Civil Penalty) and Section V (Environmental Mitigation).

XVIII. EFFECTIVE DATE

176. 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.

XIX. RETENTION OF JURISDICTION

177. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of: 1) resolving disputes arising under this Consent Decree pursuant to Section XII (Dispute Resolution), 2) entering orders modifying this Decree pursuant to Section XX (Modification), or 3) effectuating or enforcing compliance with the terms of this Consent Decree.

XX. MODIFICATION

178. The terms of this Consent Decree, including any attached appendices, may be modified only by a subsequent written agreement signed by the United States, the applicable Co-Plaintiff(s), and Anchor. Where the modification constitutes a material change to the Consent Decree, it shall be effective only upon approval by the Court.

179. Any disputes concerning modification of this Consent Decree shall be resolved pursuant to Section XII of this Decree (Dispute Resolution). 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).

XXI. TERMINATION

180. After Anchor has completed the requirements of Sections IV (Compliance Requirements) and VII (Permits) of the Consent Decree, has paid the civil penalty and any accrued stipulated penalties as required by this Consent Decree, and has complied with all other requirements of the Consent Decree, Anchor may serve upon the United States and applicable Co-Plaintiff(s), a request for termination, stating that Anchor has satisfied those requirements, together with all necessary supporting documentation. If Anchor has completed the requirements of this Consent Decree as to any Covered Facility, Anchor may seek to terminate the requirements of this Consent Decree as to that Covered Facility through the modification procedures set forth in Section XX (Modification). Notwithstanding Anchor's request for termination, the permitting requirements of Paragraphs 103–105 and the information retention obligations of Paragraph 156–157 shall remain in effect and continue until completed in accordance with the terms contained therein.

181. Following receipt by the United States and applicable Co-Plaintiff(s) of Anchor's request for termination, the Parties shall confer informally concerning the request and any disagreement that the Parties may have as to whether Anchor has satisfactorily complied with the requirements for terminating this Consent Decree. If the United States, after consulting with applicable Co-Plaintiff(s), agrees that the Consent Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Consent Decree.

182. If the United States, after consultation with applicable Co-Plaintiff(s), does not agree that the Decree may be terminated, Anchor may invoke dispute resolution under Section XII (Dispute Resolution) of the Consent Decree. However, Anchor shall not seek dispute resolution of any dispute regarding termination until sixty (60) Days after service of its request for termination.

XXII. PUBLIC PARTICIPATION

183. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The Parties agree and acknowledge that final approval by the States of Indiana and Oklahoma and entry of this Consent Decree may be subject to State statutes requiring additional public notice, public comment, and concurrence by State officials, including Attorneys General. The United States and the States of Indiana and Oklahoma reserve the right to withdraw or withhold their consent if the public comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. Anchor 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 Consent Decree, unless the

United States or the State of Indiana or Oklahoma has notified Anchor in writing that it no longer supports entry of the Consent Decree.

184. Effective upon signature of this Consent Decree by Anchor, Anchor agrees that the time period commencing on the date of its signature and ending on the Date of Entry of this Consent Decree shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States related to the claims referred to in Paragraph 160 and 161 of this Consent Decree, and that, in any action brought by the United States related to these claims, Anchor will not assert, and may not maintain, any defense or claim based upon principles of statute of limitations, waiver, laches, estoppel, or other defense based on the passage of time during such period. If EPA gives notice to Anchor that the United States will not approve of this Consent Decree, the statute of limitations shall begin to run again commencing 90 days after the date such notice is sent by EPA.

XXIII. SIGNATORIES/SERVICE

185. Each undersigned representative of Anchor, the State of Indiana, the State of Oklahoma, 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.

186. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis.

187. Anchor 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.

XXIV. INTEGRATION

188. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Consent 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 Consent Decree or the settlement it represents, nor shall it be used in construing the terms of the Consent Decree.

XXV. APPENDICES

189. The following appendices are attached to and incorporated as part of this Consent Decree:

"Appendix A" is the environmental mitigation project description.

XXVI. FINAL JUDGMENT

190. 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, the State of Indiana, the State of Oklahoma, and Anchor Glass Container Corporation.

Dated and entered this_____ day of _____, 2018.

_____
UNITED STATES DISTRICT JUDGE
MIDDLE DISTRICT OF FLORIDA

Subject to the notice and comment provisions of 28 C.F.R. § 50.7, THE UNDERSIGNED PARTIES enter into this Consent Decree entered in the matter of the *United States of America, et al. v. Anchor Glass Container Corp.* (Middle District of Florida).

FOR PLAINTIFF THE UNITED STATES OF AMERICA:

7/28/18
Date

[redacted]
JEFFREY H. WOOD
Acting Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

[redacted]
ESPERANZA ANDERSON
Senior Counsel
Environmental Enforcement Section
U.S. Department of Justice
ENRD Mailroom 2121
601 D Street, N.W.
Washington, D.C. 20004
(202) 514-4059

MARIA CHAPA LOPEZ
United States Attorney
Middle District of Florida

[redacted]
RONNIE S. CARTER
Deputy Chief, Civil Division
Assistant United States Attorney
Middle District of Florida
300 North Hogan Street, 7th Floor
Jacksonville, Florida 32202

Subject to the notice and comment provisions of 28 C.F.R. § 50.7, THE UNDERSIGNED PARTIES enter into this Consent Decree entered in the matter of the *United States of America, et al. v. Anchor Glass Container Corp.* ((Middle District of Florida).

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

[redacted]

SUSAN PARKER BODINE
Assistant Administrator
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
1200 Pennsylvania Ave., N.W.
Washington, D.C. 20460

[redacted]

ROSEMARIE KELLEY
Director, Office of Civil Enforcement
U.S. Environmental Protection Agency
1200 Pennsylvania Ave., N.W.
Washington, D.C. 20460

[redacted]

PHILLIP A. BROOKS
Director, Air Enforcement Division
Office of Civil Enforcement
U.S. Environmental Protection Agency
1200 Pennsylvania Ave., N.W.
Washington, D.C. 20460

Subject to the notice and comment provisions of 28 C.F.R. § 50.7, THE UNDERSIGNED PARTIES enter into this Consent Decree entered in the matter of the *United States of America, et al. v. Anchor Glass Container Corp.* (Middle District of Florida).

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 2:

ERIC SCHAAF
Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency
Region 2
290 Broadway
New York, NY 10007

Subject to the notice and comment provisions of 28 C.F.R. § 50.7, THE UNDERSIGNED PARTIES enter into this Consent Decree entered in the matter of the *United States of America, et al. v. Anchor Glass Container Corp.* (Middle District of Florida).

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 4:

[redacted]

ONIS "TREY" GLENN, III
Regional Administrator
U.S. Environmental Protection Agency
Region 4
Sam Nunn Atlanta Federal Center
61 Forsyth Street, SW
Atlanta, GA 30303

Subject to the notice and comment provisions of 28 C.F.R. § 50.7, THE UNDERSIGNED PARTIES enter into this Consent Decree entered in the matter of the *United States of America, et al. v. Anchor Glass Container Corp.* (DISTRICT).

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 5:

[redacted]

T. LEVERETT NELSON
Regional Counsel
U.S. Environmental Protection Agency
Region 5
77 West Jackson Blvd.
Chicago, IL 60604

Subject to the notice and comment provisions of 28 C.F.R. § 50.7, THE UNDERSIGNED PARTIES enter into this Consent Decree entered in the matter of the *United States of America, et al. v. Anchor Glass Container Corp.* (DISTRICT).

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 6:

[redacted]

CHERYL T. SEAGER
Division Director
Compliance Assurance and Enforcement Division
U.S. Environmental Protection Agency, Region 6
1445 Ross Ave.
Dallas, TX 75202-2733

Subject to the notice and comment provisions of 28 C.F.R. § 50.7, THE UNDERSIGNED PARTIES enter into this Consent Decree entered in the matter of the *United States of America, et al. v. Anchor Glass Container Corp.* (DISTRICT).

FOR THE PLAINTIFF,
STATE OF INDIANA
ON BEHALF OF THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT:

6/15/18
Date

[redacted]

BRUNO PIGOTT
Commissioner
Indiana Department of Environmental Management
100 North Senate Avenue
Indianapolis, IN 46204

As to form and legality:

CURTIS HILL
Attorney General
Of the State of Indiana

[redacted]

PATRICIA ORLOFF ERDMANN
Chief Counsel of Litigation
Office of the Indiana Attorney General
Indiana Government Center South
5th Floor
302 West Washington Street
Indianapolis, IN 46204

Subject to the notice and comment provisions of 28 C.F.R. § 50.7, THE UNDERSIGNED PARTIES enter into this Consent Decree entered in the matter of the *United States of America, et al. v. Anchor Glass Container Corp.* (DISTRICT).

FOR THE PLAINTIFF,
STATE OF OKLAHOMA:

6-26-18
Date

[redacted]

SCOTT A. THOMPSON
Executive Director
Oklahoma Department of Environmental Quality
707 N. Robinson
Oklahoma City, OK 73101

THE UNDERSIGNED PARTIES enter into this Consent Decree entered in the matter of the *United States of America, et al. v. Anchor Glass Container Corp.* (DISTRICT).

FOR THE DEFENDANT ANCHOR GLASS CONTAINER CORP.:

[redacted]

NIPESH SHAH, Chief Executive Officer

ATTORNEYS FOR DEFENDANT ANCHOR GLASS CONTAINER CORP.

Eckert, Seamans, Cherin & Mellott, LLC

[redacted]

RICHARD S. WIEDMAN

Sivyer Barlow & Watson, PA

[redacted]

R.J. Haughey II

APPENDIX A

ENVIRONMENTAL MITIGATION PROJECTS

Anchor shall implement the approved Environmental Mitigation Projects ("Project" or "Projects") as described below, and shall comply with the requirements of this Appendix, Section V of the Consent Decree (Environmental Mitigation), and all other Consent Decree requirements. The Mitigation Projects include the Wood-Burning Appliance Change-Out Project in Minnesota and the Jacksonville, Florida Region Clean Diesel Project.

I. Overall Schedule and Budget for Environmental Mitigation Projects

A. Unless otherwise specified by this Appendix, Anchor may, at its election, spread its expenditures to implement these Environmental Mitigation Projects over the three-year period commencing after the Date of Entry of the Consent Decree. Anchor may also accelerate its implementation schedule to better effectuate a Project, but Anchor shall not be entitled to any reduction in the cost to implement the Projects by virtue of the early expenditures.

B. Commencing with its first progress report due pursuant to Section IX (Reporting Requirements) of the Consent Decree, and continuing semi-annually thereafter until completion of the Projects, Anchor will include in the progress report information describing:

1. A schedule for implementing the Project(s);
2. A summary-level budget for the Project(s);
3. A time line for implementation of the Project(s); and
4. A description of the anticipated environmental benefits of the Project including an estimate of emission reductions (e.g., NO_x, PM, VOCs, mercury) expected to be realized.

C. Within sixty (60) days following the completion of each Project, Anchor shall submit to the United States for approval of Project closure, a completion report that documents:

1. The date the Project was completed;
2. The results of implementation of the Project, including the estimated emission reductions or other environmental benefits achieved;
3. The project dollars incurred by Anchor in implementing the Project; and
4. The final number and type of appliances/engines replaced, the cost per unit, and the value of the rebate or incentive per unit.

EPA may request additional information on the project after Anchor submits the closure report, if the information provided is not adequate to conclude that a Project has been performed and completed in accordance with the Consent Decree.

If EPA concludes based on the Project completion report or subsequent information provided by Anchor that a Project has been performed and completed in accordance with the Consent Decree and this Appendix, then EPA will approve completion of the Project for purposes of the Consent Decree.

II. Wood-Burning Appliance Change Out Project in Minnesota

A. Consistent with the requirements of Section I of this Appendix, Anchor shall implement a wood-burning appliance change out and retrofit project ("Wood Burning Appliance Change-Out Project"). Anchor may engage an appropriate contractor or consultant to assist Anchor's implementation of the Wood Burning Appliance Project ("Contractor"). The Parties expect that this Project may result in emission reductions of PM/PM_{10}/$PM_{2.5.}$ Anchor shall spend at least $300,000 to implement the Project.

B. The Wood Burning Appliance Change-Out Project shall replace or retrofit inefficient, higher-polluting wood-burning appliances with cleaner-burning, more energy-efficient heating appliances and technologies, such as by: (1) replacing older hydronic heaters with EPA certified hydronic heaters, or with EPA certified pellet or wood stoves, other cleaner-burning, more energy-efficient hearth appliances or EPA Energy Star qualified heating appliances (including gas or propane appliances or heat pumps); (2) replacing non-EPA-certified wood stoves with EPA certified wood stoves or cleaner-burning, more energy-efficient appliances (e.g., masonry heater, wood pellet, gas, heat pump, or propane appliances); (3) replacing spent catalysts in EPA-certified wood stoves; or (4) replacing or retrofitting wood-burning fireplaces with EPA Phase 2 qualified retrofit devices, EPA certified wood stove inserts (for open fireplaces shown to be used as a primary or significant source of home heating), or cleaner-burning natural gas appliances. Additionally, the Wood Burning Appliance Change-Out Project may include a program to uninstall and turn in for disposal, a currently installed wood stove or heater (pre-2015 EPA certification) ("the Appliance Retirement Sub-Program"). The appliances that are replaced or retired under the Wood Burning Appliance Change-Out Project shall be permanently removed from use and documentation provided to demonstrate that the old appliance has been appropriately recycled/disposed.

C. Except for appliances collected through the Appliance Retirement Sub-Program, to qualify for the Wood Burning Appliance Project, the wood-burning appliance or fireplace must be in regular use in a primary residence, in a non-seasonally rented property (occupied all year around), or in a frequently used non-residential building (e.g., churches, greenhouses, schools) during the heating season, and preference shall be given to those appliances that are a primary or significant source of heat.

D. A minimum of 20 percent of the Project implementation shall occur for income qualified households. Income eligibility will be determined by participation in one of the following programs or other pertinent/substantially equivalent income eligibility criteria:

- Supplemental Nutrition Assistance Program (SNAP)
- Medical Assistance/MinnesotaCare
- Women, Infants, and Children's Program
- Income Qualified Home Energy/Weatherization Assistance Program
- Head Start
- Free and Reduced Lunch

If after 2 years Anchor believes it will be unable to implement 20 percent of the Project for income qualified households, Anchor may submit documentation supporting its position to EPA and describing (with support) the basis for not being able to reach sufficient income qualified households, and EPA may waive this requirement in whole or in part.

E. The Wood Burning Appliance Project shall be implemented within the Counties surrounding Anchor's Shakopee Facility, including Scott, Dakota, Rice, Le Sueur, Sibley, Carver, and Hennepin in Minnesota. Anchor may propose the inclusion of additional counties in Minnesota to EPA if demand is determined to be insufficient in the above participating counties or if significantly increased environmental benefit in the same airshed can be accomplished in neighboring counties. Preference shall be given to appliances located within incorporated communities, or if not within an incorporated community, to existing appliances located less than 1000 feet from the nearest neighbor.

F. No greater than 15% of the Project dollars shall go towards administrative support and outreach costs associated with implementation of the Wood Burning Appliance Project.

G. Each Wood Burning Appliance Project participant shall receive information and either training or a demonstration related to proper operation of their new appliance and the benefits of proper operation (e.g., lower emissions, better efficiency), including, if applicable, information related to the importance of burning dry seasoned wood. Additionally, installation of new, cleaner burning heating appliances shall be done by a certified or equivalent professional in conformity with all applicable manufacturers' installation instructions, state laws, and local codes. Hydronic heaters must be installed according to the Air Conditioning Contractors of America's (ACCA), Manual J protocol or an equivalent methodology to ensure the hydronic heater is properly sized. Every Wood Burning Appliance Project participant shall also be asked to sign a pledge committing to only burning dry seasoned wood, and shall be offered a moisture meter. If the program participant accepts the moisture meter, the retailer/installer is required to demonstrate and provide written information regarding the proper use of the wood moisture meter.

H. Within 3 months of Date of Entry, Anchor must submit a Project Plan to EPA for review and approval.

1. The Project Plan must identify: (a) a schedule for implementing the Project; (b) the types of appliances targeted for replacement, retrofit, or retirement; and (c) how the Project dollars will be spent to replace, retrofit, or retire wood-burning appliances.
2. EPA reserves the right to disapprove any Project should EPA determine, after an analysis of Anchor's Project Plan(s) and the associated potential environmental impacts, that the Project is not consistent with the Consent Decree's objective to achieve substantial environmental benefits for the project dollars expended. EPA may approve the Project Plan or decline to approve it and provide written comments explaining the bases for declining such approval as soon as reasonably practicable. Within sixty (60) Days of receiving written comments from EPA, Anchor shall either: (a) revise the Project Plan consistent with the written comments and provide the revised Project Plan to EPA; or (b) submit the matter for dispute resolution, including the period of informal negotiations, under Section XII (Dispute Resolution) of this Consent Decree.
3. Upon receipt of EPA's final approval of the Project Plan(s), or upon completion of the outcome of dispute resolution for the Project Plan(s), Anchor shall implement the approved Project Plan(s) in accordance with the schedule specified therein, another EPA-approved schedule, or as established through the dispute resolution process. Nothing in the Consent Decree shall be interpreted to prohibit Anchor or its Contractor(s) from completing the Projects ahead of schedule.
4. After one year of implementation of the Project Plan and based on experience implementing the original Project Plan, Anchor may submit a revised Project Plan that is designed to improve total program PM2.5 emission reductions. EPA will review the revised Project Plan in accordance with paragraph II.H.2. of this Appendix. If EPA approves the revised Project Plan, Anchor shall implement it in accordance with paragraph II.H.3. of this Appendix. During EPA's review, Anchor shall continue to implement the original Project Plan.

I. The Wood Burning Appliance Project shall be completed no later than three years after the Date of Entry of the Consent Decree, except that Anchor may request an extension of time to complete the project if it appears likely that all project dollars will not be spent within such three-year period despite Anchor's best efforts to implement this Project within such period.

J. Wood Burning Appliance Change-Out Project Requirements: In addition to the information required by Section I.B of this Appendix, Anchor shall:

1. Use certified professionals or equivalent professionals to assist Anchor's implementation of the Wood Burning Appliance Project (e.g., installers, weatherization offices, individual stove retailers, and entities that will dispose of the old appliances, etc.);

2. Describe the criteria Anchor (or its Contractor) has used and will use to determine which income-qualified owners shall be eligible for up to full cost replacement and;
3. Describe the outreach program that Anchor (or its Contractor) has used and will use to raise awareness of the Wood Burning Appliance Change-Out Project within the geographic area;

Once Anchor identified its plans for project implementation in a progress report, Anchor shall identify any planned changes from those plans in future progress reports.

III. Jacksonville, Florida Region Clean Diesel Project

A. Consistent with the requirements of Section I of this Appendix, Anchor shall implement a Jacksonville, Florida Region Clean Diesel Project wherein buses or other higher-polluting diesel vehicles or equipment in the Jacksonville, Florida area are retrofitted, replaced, or repowered. The Parties expect that this Project will result in emission reductions of NO_x, SO_2, and PM. Anchor shall spend at least $300,000 to implement the Project.

B. Anchor may arrange for an appropriate third-party ("Contractor") to assist Anchor's implementation of the Project.

C. Eligible vehicles for this Project include 2010 engine model year or older vehicles.

D. For replacements and repowers, eligible vehicle engines must be scrapped.

E. For repowers, eligible vehicles may be repowered with any new diesel or alternate fueled (e.g., CNG, propane, hybrid) or all-electric engine, or may be replaced with any new diesel or alternate fueled or all-electric vehicle, with the engine model year in which the eligible vehicle mitigation action occurs or one engine model year prior.

F. For retrofits, all diesel engine retrofits shall use exhaust control technologies verified either by EPA or by the California Air Resources Board (CARB), and shall consist of the purchase and installation of EPA or CARB-verified diesel oxidation catalysts (DOCs) or diesel particulate filters (DPFs) on diesel-powered vehicles or equipment. A list of EPA-verified retrofit technologies can be found at http://epa.gov/cleandiesel/verification/verif-list.htm; a list of CARB-verified technologies can be found at www.arb.ca.gov/diesel/verdev/vt/cvt.htm. If the Project includes DPF retrofits, the Project may also include the purchase of DPF service equipment required for proper DPF maintenance.

G. Anchor may apply project dollars for diesel engine retrofits, replacements, or repowers in the amount of:

1. Up to 40% of the cost of a repower with a new diesel or alternate fueled (e.g., CNG, propane, hybrid) engine, including the costs of installation of such engine.
2. Up to 25% of the cost of a new diesel or alternate fueled (e.g., CNG, propane, hybrid) vehicle.
3. Up to 75% of the cost of a repower with a new all-electric engine, including the costs of installation of such engine.
4. Up to 75% of the cost of a new all-electric vehicle.
5. Up to 100% of the cost of retrofitting an existing diesel engine in accordance with paragraph III.F above.

H. No greater than 10% of the project dollars shall go towards administrative support and outreach costs associated with implementation of the Jacksonville, Florida Region Clean Diesel Project.

I. Within 3 months of Date of Entry, Anchor must submit a Project Plan to EPA for review and approval.

1. The Project Plan must identify: (a) a schedule for implementing the Project; (b) the types of vehicles targeted for replacement, repowering, or retrofitting; and (c) how the Project dollars will be spent to replace, repower, or retrofit diesel vehicles.
2. EPA reserves the right to disapprove any Project should EPA determine, after an analysis of Anchor's Project Plan(s) and the associated potential environmental impacts, that the Project is not consistent with the Consent Decree's objective to achieve substantial environmental benefits for the project dollars expended. EPA may approve the Project Plan or decline to approve it and provide written comments explaining the bases for declining such approval as soon as reasonably practicable. Within sixty (60) Days of receiving written comments from EPA, Anchor shall either: (a) revise the Project Plan consistent with the written comments and provide the revised Project Plan to EPA; or (b) submit the matter for dispute resolution, including the period of informal negotiations, under Section XII (Dispute Resolution) of this Consent Decree.
3. Upon receipt of EPA's final approval of the Project Plan(s), or upon completion of the outcome of dispute resolution for the Project Plan(s), Anchor shall implement the approved Project Plan(s) in accordance with the schedule specified therein, another EPA-approved schedule, or as established through the dispute resolution process. Nothing in the Consent Decree shall be interpreted to prohibit Anchor or its Contractor(s) from completing the Projects ahead of schedule.
4. After one year of implementation of the Project Plan and based on experience implementing the original Project Plan, Anchor may submit a revised Project Plan that is designed to improve total program PM2.5 emission reductions. EPA will review the revised Project Plan in accordance with paragraph III.I.2. of this Appendix. If EPA approves the revised Project Plan, Anchor shall implement it in accordance with paragraph III.I.3. of this Appendix. During

EPA's review of the revised Project Plan, Anchor shall continue to implement the original Project Plan.

J. Completion Date: The Jacksonville, Florida Region Clean Diesel Project shall be completed within three (3) years from the Date of Entry of the Consent Decree, except that Anchor may request an extension of time to complete the project if it appears likely that all project dollars will not be spent within such three-year period despite Anchor's best efforts to implement this Project within such period.