STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

THE STATE OF RHODE ISLAND, BY AND THROUGH THE ATTORNEY GENERAL, PETER F. NERONHA, AND THE RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, BY AND THROUGH ITS DIRECTOR, JANET L. COIT

C.A. No.: PC20-

Plaintiffs,

v.

SMM NEW ENGLAND CORPORATION, d/b/a SIMS METAL MANAGEMENT,

Defendant.

CONSENT JUDGMENT

WHEREAS, Plaintiff, the State of Rhode Island ("Rhode Island"), acting by and through its Attorney General, Peter F. Neronha, and the Rhode Island Department of Environmental Management ("RIDEM"), acting by and through its Director, Janet Coit (together referred to as, the "State") filed this civil action in the Superior Court of the State of Rhode Island, Providence County, against SMM New England Corporation, d/b/a SIMS Metal Management, ("SMMNEC") (referred to as, "Defendant"), alleging violations of the Rhode Island Clean Air Act ("RI CAA") found in Rhode Island General Laws ("R.I.G.L.") § 23-23-1, *et seq.*, and its implementing Air Pollution Control Regulations ("APCR") codified at 250-RICR-120-05 *et seq.*, including APCR No. 1, *Visible Emissions,* APCR No. 5, *Fugitive Dust*, APCR No. 7, *Emission of Air Contaminants Detrimental to Person or Property,* APCR No. 9, *Air Pollution Control Permits,* and APCR No.

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29, *Operating Permits*; the Environmental Rights Act, R.I.G.L.§ 10-20-1, *et seq.;* and, the common law of public nuisance; allegations that Defendant expressly denies; and

WHEREAS, the Complaint alleges that the violations occurred at a metal shredding facility owned and operated by Defendant at 15-17 Green Earth Avenue, Johnston, Rhode Island, where Defendant accepts delivery of, stores, prepares and/or maintains scrap metal for off-site shipment or sale, and/or shreds end-of-life automobiles and end-of-life appliances and other light gauge recyclable metal-bearing materials using a metal shredder along with other stationary and mobile equipment. (the "Facility"); and

WHEREAS, the Complaint alleges that Defendant illegally commenced construction and is or was operating the metal shredder at the Facility in violation of the RI CAA through the APCRs, namely the requirements to secure a major source permit and a Title V operating permit, to limit emissions of Toxic Air Contaminants ("TAC"), and to control fugitive dust and visible emissions as specified in RI CAA § 23-23-1, *et seq*., and APCR Nos. 1, 5, 7, 9, and 29, 250-RICR-120-05-0, *et seq*., allegations that Defendant expressly denies; and

WHEREAS, the United States Environmental Protection Agency ("EPA") issued to the Defendant a Notice of Violation ("NOV") on February 16, 2018, alleging that Defendant illegally constructed and is operating the metal shredder at the Facility in violation of the CAA and the APCR approved as part of Rhode Island's state implementation plan ("RI SIP") requirements to apply for and operate in accordance with a major source permit and a Title V operating permit; and

WHEREAS, Rhode Island served Defendant on August 9, 2019, with a 60-Day Notice of Intent to File a Citizens Suit ("60-Day Notice") for violations of the CAA, the RI SIP along with notice regarding violations of pendant state and common law claims.

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WHEREAS, RIDEM issued Defendant on August 9, 2019 a Notice of Intent to Enforce ("RIDEM NOI") for violations of APCR Nos. 1, 5, and 7; and

WHEREAS, the State and Defendant anticipate that the CAA claims alleged in the NOV will be addressed between EPA and Defendant in a separate Consent Agreement and Final Order with reference to this Consent Judgment;

WHEREAS, the State seeks injunctive relief and the assessment of penalties; and

WHEREAS, Defendant does not admit to any liability to the State arising out of the allegations contained herein or in the Complaint, and the State and Defendant enter into this Consent Judgment without Defendant admitting or denying any of the facts or factual or legal allegations set forth herein or in the Complaint, except as provided in Section II (Jurisdiction and Venue), and Defendant agrees, however, not to contest such facts and allegations for the sole purpose of the enforcement of this Consent Judgment; and

WHEREAS, at the time the State and Defendant enter into this Consent Judgment, Defendant is not conducting shredding operations at the Facility as a result of the pandemic conditions created by the novel coronavirus (COVID-19); and

WHEREAS, at the time this Consent Judgment is entered, Defendant is uncertain as to when or if shredding operations at the Facility will resume; and

WHEREAS, the State and Defendant agree that the settlement of this matter has been negotiated in good faith and at arm's length, that implementation of this Consent Judgment will avoid prolonged, complicated and costly litigation between the State and Defendant, and that this Consent Judgment is consistent with the goals of the State laws and regulations set forth above, and is an appropriate means to resolve this case; and

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NOW, THEREFORE, based on the Joint Motion of the State and Defendant for the entry of this Consent Judgment, and before taking any testimony and without the adjudication of any issue of fact or law except as provided in Section II (Jurisdiction and Venue), it is **ADJUDGED, ORDERED AND DECREED:**

I. DEFINITIONS

1. Capitalized terms used herein shall have the following meanings (in alphabetical order):

(a) "Attorney General" means the Attorney General of Rhode Island.

(b) "Business Day" shall mean a Day other than a Saturday, Sunday, or a State or Federal holiday.

(c) "Cash" means the portion of the Total Penalty Amount that is to be paid in dollars to the State.

(d) "Covered Conduct" means any and all acts or omissions, including all communications, occurring up to and including the Effective Date of this Consent Judgment, relating to Defendant's construction and operation of the Facility.

(e) "Day" shall mean a calendar day.

(f) "Dispute Resolution" means the informal and formal processes for resolving disputes set forth in Section X of this Consent Judgment.

(g) "Effective Date" means the date on which this Consent Judgment has been signed by the parties and entered as an order by the Court.

(h) "Environmental Claims" means claims the State asserted or could have asserted under State law, common law, or State rules and regulation prior to the Effective Date.

(i) "EPA" means the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

(j) "Facility" means the property owned and operated by Defendant at 15-17 Green Earth Avenue, Johnston, Rhode Island, where Defendant accepts delivery of, stores, prepares and/or maintains scrap metal for off-site shipment or sale, and/or shreds end-of-life automobiles and end-of-life appliances and other light gauge recyclable metal-bearing materials using a metal shredder along with other stationary and mobile equipment. The Facility includes the Shredder.

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(k) "Force Majeure" is as defined in Paragraph 26 of Section IX (Force Majeure) of this Consent Judgment.

(l) "Month" means a calendar month.

(m) "Notice of Shredder Operation" means the Defendant's option to resume Shredder operations at the Facility between the Effective Date and any date within twelve (12) Months of the effective date of the Permit issued by RIDEM, provided that a written notice of intent to resume operations of the Shredder is given to the State at least thirty (30) Days prior to the date that Shredder operations are resumed.

(n) "Notice of Permanent Cessation" means Defendant's notification to the State in writing between the Effective Date and any date within twelve (12) Months of the effective date of the Permit issued by RIDEM of its decision to permanently cease operations of the Shredder at the Facility.

(o) "Paragraph" means a portion of this Consent Judgment identified by an Arabic numeral.

(p) "Permit" means the minor source air permit to be issued by RIDEM to Defendant for the operation and maintenance of an air pollution control train for the Shredder that addresses particulate matter, volatile organic compounds ("VOCs") and any applicable listed toxic air contaminants specified under ACPR No. 9.17, Appendix *A: Minimum Quantities and List of Federal Hazardous Air Pollutants.*

(q) "PMIC" means the particulate matter interim control plan developed by Defendant and approved by RIDEM on August 7, 2020 and that is attached to this Consent Judgment as Exhibit A.

(r) "Proposed Metal Shredder" means a metal shredder that shreds end-of-life automobiles and end-of-life appliances, scrap metal, and other light gauge recyclable metal-bearing materials with a maximum throughput capacity at or below one hundred and seventy-five (175) gross tons per hour, and which is proposed by Defendant to replace the Shredder at the Facility.

(s) "SEPs" means those supplemental environmental projects Defendant is committed to fund in lieu of Cash penalty to the State, in accordance with Subparagraph 12(b) below.

(t) "Shredder" means the 7,000 Horse Power ("HP") metal shredder and metal shredding equipment used to shred end-of-life automobiles and end-of-life appliances and other light gauge recyclable metal-bearing materials, and installed at the Facility as of the Effective Date, or any metal shredder with a maximum

throughput capacity greater than one hundred and seventy-five (175) gross tons per hour, installed in place of the 7,000 HP shredder at the Facility after the Effective Date, and any and all ancillary, control or monitoring equipment related to any metal shredding operations at the Facility (the "Shredder").

(u) "Subparagraph" means a portion of this Consent Judgment identified by a lowercase letter.

(v) "Suspended Penalty" means that portion of the Total Penalty Amount that will not be collected and will be ultimately waived, if, and when Defendant achieves specific milestones outlined in this Consent Judgment or provides a Notice of Permanent Cessation , or as otherwise provided for in Paragraph 21 and 22 or in this Consent Judgment, and subject to the limitations in Paragraph 12(c)(vii).

(w) "Total Penalty Amount" means the Cash penalty plus the value of the SEPs plus the value of the Suspended Penalty.

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over the subject matter of this action pursuant to R.I.G.L §§ 8-2-13, 10-20-3, and 23-23-10.

3. Defendant consents to this Court's continuing subject matter and personal jurisdiction solely for the purposes of effective enforcement, and modification, of this Consent Judgment and without waiving its right to contest this Court's jurisdiction in any other matters. This Court retains jurisdiction of this action for the purposes of enforcing or modifying the terms of this Consent Judgment or granting such further relief as the Court deems just and proper.

4. Defendant consents to venue in this Court solely for the purposes of enforcement and modification of this Consent Judgment and does not waive its right to contest this Court's venue in any other matters.

5. Defendant hereby accepts and expressly waives any defect in connection with service of process in this action and further consent to service upon the below-named counsel via e-mail of all process in this action.

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III. PARTIES BOUND

6. The provisions of this Consent Judgment shall apply to and bind the State, and any person or entity acting by, for, or through the State, and shall apply to and bind Defendant, and any of its successors or assigns, and any other entities or persons otherwise bound by law.

7. Defendant shall provide a true copy of this Consent Judgment to all its managers, directors, officers, supervisors, employees, and agents whose duties include compliance with any provision of this Consent Judgment. Defendant shall also provide a copy of this Consent Judgment to any general contractor or contractor retained to perform work required under this Consent Judgment.

8. This Consent Judgment does not prohibit the sale or transfer of Defendant's ownership of the Facility or Shredder or assignment of the Facility or the Shredder. If Defendant proposes to sell or transfer the ownership of, or assign the Facility or the Shredder, and the Shredder will remain at the Facility under new ownership following the sale, transfer or assignment, then at least thirty (30) Days prior to such sale or transfer of ownership or assignment, Defendant shall provide a copy of this Consent Judgment to the proposed transferee/assignee and shall simultaneously provide a written notice of the prospective sale or transfer in ownership or assignment, together with a copy of the proposed written purchase and sale or assignment agreement, to the Attorney General and RIDEM. The State agrees that it will not publicly disclose such proposed agreement, notice of prospective sale or transfer, other documents evidencing such prospective sale or transfer, or the commercial terms of a prospective sale, transfer, or assignment unless required to do so by a court of competent jurisdiction; by the requirements of the Access to Public Records Act, R.I.G.L. § 38-2-1, *et seq.*; or as necessary to enforce the terms of this Consent Judgment (in each case after reasonable advance notice to the Defendant). No such sale, transfer, or assignment of the Facility or the Shredder shall take place before the proposed buyer, transferee,

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or assignee, or the company with which they are affiliated, and the State have executed, and the Court has approved, a modification of this Consent Judgment removing Defendant and making the proposed buyer, transferee, or assignee where appropriate a party to this Consent Judgment. Any attempt to sell, transfer ownership or assign the Facility or the Shredder without complying with this Paragraph shall constitute a violation of this Consent Judgment. Assignments of a security interest in the Facility or the Shredder in the context of lending or other financings will not constitute assignments that are subject to this Paragraph.

9. Defendant shall not violate this Consent Judgment and shall not allow its officers, directors, agents, attorneys-in-fact, employees, successors, assigns, or contractors to violate this Consent Judgment. In any action to enforce this Consent Judgment, Defendant shall not raise as a defense the failure by any of its officers, directors, agents, attorneys-in-fact, employees, successors, or assigns or contractors to take any actions necessary to comply with the provisions of this Consent Judgment.

10. In addition to any relief specifically provided in this Consent Judgment, Defendant understands and agrees that violations of this Consent Judgment may be punishable by contempt.

IV. DEFENDANT'S PAYMENT OF CIVIL PENALTIES

11. Without admitting to any liability to the State arising out of the allegations contained herein or in the Complaint and without admitting any of the factual or legal allegations in the Complaint or herein, Defendant agrees to a Total Penalty Amount of Two Million Dollars ($2,000,000.00), except as otherwise provided for herein with respect to that portion of the Total Penalty Amount, which is subject to being suspended and waived as provided below. The Total Penalty Amount consists of Cash payments to the State, an amount dedicated to one or more SEPs as provided for herein, and suspended components as provided for herein. Of the Total Penalty Amount, Defendant will pay a Cash penalty of Five Hundred and Fifty Thousand Dollars

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($550,000.00) as agreed to by all the parties and payment of Three Hundred and Twenty-Five Thousand Dollars ($325,000.00) as provided below to one or more SEPs. The remainder of the Total Penalty Amount will be suspended and waived as provided below. Payment of the Cash penalty and payment for the SEPs will be made in parts using the following allocations: (a) Cash penalty payment to the State in the amount of Five Hundred and Fifty Thousand Dollars ($550,000.00) as directed below and in accordance with an agreed upon payment schedule; and (b) SEPs valued at Three Hundred and Twenty-Five Thousand Dollars ($325,000.00), funded in accordance with the schedule below.

12. Payment/implementation schedules and instructions for making payments are as follows:

(a) Cash Penalty Payment to the State: Payments of the Cash portion of the penalty to the State will run from the Effective Date.

i. Within thirty (30) Days of the Effective Date: Defendant shall pay to the Rhode Island Attorney General, the sum of One Hundred Thousand Dollars ($100,000.00) in the form of certified check or cashier's check. The check shall be made payable to the Rhode Island Attorney General and shall be delivered to:

Rhode Island Office of the Attorney General
Attn: Tricia K. Jedele, Special Assistant Attorney General
Environmental Advocacy Unit
150 South Main Street
Providence, RI 02903

ii. Within thirty (30) Days of the Effective Date: Defendant shall pay to RIDEM the sum of One Hundred and Twenty-Five Thousand Dollars ($125,000.00) in the form of certified check or cashier's check. The check shall be made payable to the R.I. General Treasurer -Water and Air Protection Program and shall be delivered to:

Administrator, Office of Compliance and Inspection
Rhode Island Department of Environmental Management
235 Promenade Street
Providence, RI 02908-5767
Reference: SMM New England Corporation (Johnston, RI)

iii. Within one hundred and eighty (180) Days of the Effective Date: Defendant shall pay to RIDEM the sum of One Hundred and Twenty-Five Thousand Dollars ($125,000.00) in the form of certified check or cashier's check. The check shall be made payable to the R.I. General Treasurer -Water and Air Protection Program and shall be delivered to:

Administrator, Office of Compliance and Inspection
Rhode Island Department of Environmental Management
235 Promenade Street
Providence, RI 02908-5767
Reference: SMM New England Corporation (Johnston, RI)

iv. Within five hundred and forty (540) Days of the Effective Date: Defendant shall pay to RIDEM the sum of Two Hundred Thousand Dollars ($200,000.00). Payment shall be in the form of certified check or cashier's check. The check shall be made payable to the R.I. General Treasurer - Water and Air Protection Program and shall be delivered to:

Administrator, Office of Compliance and Inspection
Rhode Island Department of Environmental Management
235 Promenade Street
Providence, RI 02908-5767
Reference: SMM New England Corporation (Johnston, RI)

(b) SEPs:

i. Within ten (10) Months of the Effective Date: Defendant will fund through a payment to a third party project partner approved by RIDEM and the Attorney General, or otherwise as mutually agreed, for a purpose consistent with and as generally described below, a SEP in the amount of One Hundred and Twenty-Five Thousand Dollars ($125,000.00) for the benefit of the neighborhoods in the Port of Providence to implement proven green and natural solutions to offset air pollution (especially black carbon, VOCs and particulate matter ("PM"). Solutions to be funded will be a combination of installing natural infrastructure, buffers and tree planting. Location and type of green infrastructure, natural solutions, including trees, and any other projects designed to offset air pollution shall be proposed by Defendant at least ninety (90) Days prior to the date project funding is required and approved by RIDEM and the Attorney General at least twenty-one (21) Days before project funding is required, such approval not being unreasonably withheld, conditioned or delayed. Any and all projects shall be consistent with the goal of reducing impacts associated with air pollution in the Port of Providence.

ii. Within twenty-four (24) Months of the Effective Date: Defendant will fund through a payment to a third party project partner, approved by RIDEM and the Attorney General, or otherwise as mutually agreed, for a purpose consistent with and as generally described below, a SEP in the amount of Two Hundred Thousand Dollars ($200,000.00) to address air pollution within the Town of Johnston, Rhode Island. Solutions to be funded will be a combination of diesel emissions reduction technology/programs, anti-idling initiatives/incentives, and/or installing natural infrastructure/buffers/tree planting in the industrial corridor, and/or at or around school bus parking areas and/or area schools. Location of infrastructure and plantings, and type of programs and/or initiatives, and any other project designed to offset air pollution shall be proposed by Defendant at least ninety (90) Days prior to project funding is required and approved by RIDEM and the Attorney General at least twenty-one (21) Days before project funding is required, such approval not being unreasonably withheld, conditioned or delayed. Any and all projects shall be consistent with the goal of reducing impacts associated with air pollution in the Town of Johnston.

iii. If a SEP described in either Subparagraph (b)(i) or (ii) of Paragraph 12 has not been funded by the respective deadline set forth therein, and if the respective compliance deadline for project funding has not been extended by mutual agreement of the State and Defendant, the value of the SEP shall be paid to the State as a Cash penalty payment within thirty (30) Days. In this case, Defendant shall pay to RIDEM the value of the SEP in the form of certified check or cashier's check. The check shall be made payable to the R.I. General Treasurer -Water and Air Protection Program and shall be delivered to:

Administrator, Office of Compliance and Inspection
Rhode Island Department of Environmental Management
235 Promenade Street
Providence, RI 02908-5767
Reference: SMM New England Corporation (Johnston, RI)

(c) The Suspended Penalty: The balance of the Total Penalty Amount, One Million One Hundred and Twenty-Five Thousand Dollars ($1,125,000.00) shall be suspended in increments as follows:

i. Three Hundred and Twenty-Five Thousand Dollars ($325,000.00) of the Suspended Penalty will be deemed waived when: Defendant shall in good faith file a Permit application with RIDEM and; the Permit application shall be signed by an authorized official, who certifies, based on information and belief formed after reasonable inquiry: the accuracy of the information submitted; that the official reasonably believes the application is substantially and materially complete and that the application is designed to satisfy the requirements of

Section VI (Compliance Requirements) of this Consent Judgment with respect to the Shredder at the Facility. RIDEM shall have twenty-one (21) Days to notify Defendant in writing of any substantial and material defects with respect to the application that need to be addressed. If RIDEM does not notify Defendant in writing of any substantial and material defects within twenty-one (21) Days after receipt of the certified Permit application, the Three Hundred and Twenty-Five Thousand Dollars ($325,000.00) will be deemed waived. If RIDEM does notify Defendant in writing of a substantial and material defect and Defendant corrects the omission(s) or defect(s) within the timeframe reasonably agreed to by RIDEM and Defendant, the Three Hundred and Twenty-Five Thousand Dollars ($325,000.00) will be deemed waived on the date any omission(s) or defect(s) are certified to be corrected by Defendant.

ii. Fifty Thousand Dollars ($50,000.00) of the Suspended Penalty will be deemed waived on the date Defendant completes payment of the Cash portion of the penalty as provided in Paragraph 12(a)(i) and (ii) above.

iii. Fifty Thousand Dollars ($50,000.00) of the Suspended Penalty will be deemed waived on the date Defendant completes payment of the Cash portion of the penalty as provided in Paragraph 12(a)(iii) and (iv) and 12(b) above.

iv. Two Hundred Dollars ($200,000.00) of the Suspended Penalty will be deemed waived on the date Defendant completes installation and begins operation of the air pollution capture and control systems, as described in Paragraph 15(a) and (b) below, consistent with the requirements of the Permit.

v. Two Hundred and Fifty Thousand Dollars ($250,000.00) of the Suspended Penalty will be deemed waived on the date Defendant completes installation and begin continuous operation of the air pollution capture and control systems described in Paragraph 15 below, consistent with the requirements of the Permit (in the event Defendant does not separate out the air pollution capture and control systems described in Paragraph 15(a) and (b) below as an initial operational step, the waiver of the Suspended Penalty amounts in Subparagraphs (iv) and (v) of Paragraph 12(c) will be combined upon completion of the activity described in this Subparagraph.

vi. The balance of the Suspended Penalty, Two Hundred and Fifty Thousand Dollars ($250,000.00), will be deemed waived on the date Defendant demonstrates through stack testing consistent with the requirements of the Permit that the air emissions from the Shredder satisfy the control requirements set forth in Paragraph 15 below.

vii. In the event Defendant notifies the State in writing after the Effective Date and within twelve (12) months of the effective date of the Permit issued by RIDEM of its decision to permanently cease operations of the Shredder ("Notice of Permanent Cessation"), then the balance of any remaining Suspended Penalty

amounts as set forth in Paragraph 12(c) will be deemed waived, except that (1)the Suspended Penalty amount in Paragraph (c)(i) of $325,000.00, will not be waived if Notice of Permanent Cessation is given prior to the Defendant satisfying its obligations in Paragraph 15 of this Consent Judgment; and (2) the Suspended Penalty amounts in Paragraphs (c)(ii) and (iii), respectively, will not be waived until the respective Cash payments referenced in Paragraphs 12 (a)(i-iv) and 12(b) have been made by Defendant. Furthermore, the balance of the Suspended Penalty amounts in Paragraph 12(c) will not be waived for a third party who becomes subject to this Consent Judgment pursuant to Paragraph 8 prior to Notice of Permanent Cessation, or where Defendant fails to satisfy the requirements in Paragraphs 21 and 22 as the requirements relate specifically to Shredder operations at the Facility, or if Defendant has provided Notice of Shredder Operation to the State pursuant to Paragraph 16 and thereafter subsequently ceases operations of the Shredder for a reason not excused by Force Majeure. In no event shall a Notice of Permanent Cessation or other cessation of Shredder operations at the Facility affect Defendant's obligation to pay the penalties in accordance with Paragraph 12 (a)(i-iv) of this Consent Judgment.

13. If the State alleges that Defendant has not complied with the requirements for a specific Suspended Penalty increment as set forth in Subparagraph 12(c), the State will promptly notify Defendant in writing, stating the facts necessary to support its allegation, and stating what portion of the Suspended Penalty it believes must be paid. The State will not allege that Defendant has not complied with the requirements for a specific Suspended Penalty increment if such alleged non-compliance is excused by Force Majeure. If Defendant disagrees with the State's allegation, Defendant may invoke the Dispute Resolution provisions in this Consent Judgment. If Defendant agrees with the State's allegation or does not invoke the Dispute Resolution provisions, Defendant shall pay the applicable Suspended Penalty amount(s) to the State, as set forth in this Consent Judgment, within thirty (30) Days of receipt of written notice from the State to do so. With respect to excuse by Force Majeure, Defendant will follow the procedures for invoking Force Majeure as set forth in Section IX (Force Majeure) of this Consent Judgment.

V. THE STATE'S OBLIGATIONS WITH RESPECT TO CASH PAYMENTS

14. The portion of the Total Payment Amount paid to the designated restricted fund identified in Subparagraphs (a)(ii-iv) of Paragraph 12 shall be used solely for air permitting,

enforcement, compliance and inspection, and/or legal services related to fulfilling the statutory and regulatory purposes of RIDEM. The portions of the Cash penalty paid by Defendant to RIDEM pursuant to this Consent Judgment may not be borrowed or used for any other purposes other than as specified in this Paragraph. The Rhode Island Attorney General has responsibility to oversee the distribution and use of the Cash payments described in Paragraph 12 of this Consent Judgment to ensure that distribution and use are consistent with the terms of the settlement.

VI. COMPLIANCE REQUIREMENTS

15. Within ninety (90) Days of the Effective Date, Defendant shall in good faith file the Permit application with RIDEM for the minor source Permit in conformance with the RI CAA and APCR No. 9; and the Permit application shall be signed by an authorized official, who certifies based on information and belief formed after reasonable inquiry: the accuracy of the information submitted; that the official reasonably believes the application is substantially and materially complete and that the application is designed to satisfy the requirements of Section VI (Compliance Requirements) of this Consent Judgment for the Shredder at the Facility (the "Permit Application"). Defendant will seek approval for the installation and operation of an air pollution control train for the Shredder that addresses PM, VOCs, and any applicable listed TAC, as required and specified under ACPR No. 9.17, and Appendix A*: Minimum Quantities and List of Federal Hazardous Air Pollutants*. Defendant will request the Permit from RIDEM requiring Defendant to install and thereafter maintain and operate the following equipment and systems to come into compliance with the RI CAA:

(a) An air pollutant control train consisting of a capture system, a cyclone, and larger and smaller sized particulate filters (or equivalent controls) (the "PM Control Train") and an oxidizer (either recuperative or regenerative) and an acid gas scrubber (the "VOC Control Train") (together referred to as the "Control Train"); and

(b) The air pollutant capture system for the PM Control Train will be an enclosure consistent with the effectiveness of EPA Method 204 (as described in 40 C.F.R Part 51, Appendix M, Test Method 204). Specifically, the air pollutant capture system for the PM Control Train will be designed so that the aggregate area of the enclosure's natural draft openings ("NDOs") will be less than or equal to five percent (5%) of the total surface area of the enclosure. The maintenance of negative pressure within the enclosure will be demonstrated by continuous measurement of differential pressure in accordance with appropriate monitoring parameters established during the permitting process and incorporated into the Permit and maintaining a minimum inward face velocity through all NDOs into the enclosure by means of determination reasonably agreed to by Defendants and RIDEM, and specified in the Permit. Means specified in the Permit may include monitoring pertinent parameters and appropriate averaging periods for monitoring such parameters, which may be deemed to represent a minimum of ninety-five percent (95%) capture efficiency of air pollutants from the Shredder, to be reasonably agreed to by Defendant and RIDEM. The effectiveness of the air pollutant capture system will be evaluated, after the enclosure is installed and the PM controls are operational, in accordance with the "Capture Efficiency Criteria," specified in the Permit; and

(c) The enclosure operating parameters to be monitored, and appropriate averaging periods for that monitoring, will be specified in the Permit for the PM Control Train, in accordance with Subparagraph (b) above; and

(d) An oxidizer (either recuperative or regenerative) to control the Shredder's emissions of VOCs, which shall be designed to achieve an emission level of ninety-eight percent (98%) destruction efficiency for the Shredder; and

(e) An acid gas control system for the control of acid gases, which shall be designed to achieve an emission level of ninety-eight percent (98%) removal efficiency for acid gases for the Shredder; and

(f) Appropriate test methods and measures for monitoring the capture efficiency criteria in Subparagraph (b) above, as agreed to in accordance with Subparagraph (b) above, and for determining destruction and removal efficiencies in Subparagraphs (d) and (e) above, respectively, will be specified in the Permit; and

(g) The Control Train will include systems to continuously monitor pertinent operating parameters of the Control Train while the Shredder is in operation, in accordance with Subparagraph (f) above. Those operating parameters to be monitored, and appropriate averaging periods for that monitoring, will be specified in the Permit (the "Operating Parameters");

(h) RIDEM may consider alternate concentration-based limits during the air permitting process to address low PM, VOC and/or acid gas concentrations at the inlet of the applicable control system; and

(i) Defendant will install a reasonable means to alert the Shredder operator ("Signal") if the value of designated Operating Parameters within the Control Train deviates for a duration, determined in permitting, from a level indicating compliance with the applicable Control Train standard. When a Signal is triggered, Shredder operators will cease placing material onto the infeed conveyor and will initiate appropriate procedures to safely and properly shut down Shredder operations until the cause of the Signal is corrected. Once corrected, Shredder operations may recommence.

16. As of the Effective Date, the Shredder is not in operation at the Facility as a result of economic conditions caused by the COVID-19 pandemic. In consideration of these unusual circumstances, between the Effective Date of this Consent Judgment and any date within twelve (12) Months of the effective date of the Permit issued by RIDEM, Defendant may opt to resume operations of the Shredder without further penalty or violation of this Consent Judgment. Defendant, however, must provide a written notice to the State of its intent to resume operations of the Shredder ("Notice of Shredder Operation"). The Notice of Shredder Operation must be provided to the State at least thirty (30) Days prior to the date Defendant intends to resume operations of the Shredder. All Shredder operations that occur at the Facility after a Notice of Shredder Operation but prior to the installation of the Control Train referenced in Section VI (Compliance Requirements) are subject to the PMIC and the interim operating conditions set forth in Section VII (Compliance Requirements for the Interim Control of Particulate Matter). The date specified in Defendant's Notice of Shredder Operation will be the start date for the compliance timeframes for the installation and completion of the Control Train set forth in Paragraphs 17 and 18.

17. Within fourteen (14) Months after either the effective date of the Permit issued by RIDEM, following resolution of any disputes invoked pursuant to Section X (Dispute Resolution), or the date specified in the the Notice of Shredder Operation, whichever date is later,

Defendant shall complete installation of the PM Control Train and begin operation of the PM Control Train in accordance with the Permit.

18. Within thirty (30) Months after either the effective date of the Permit issued by RIDEM, following resolution of any disputes invoked pursuant to Section X (Dispute Resolution), or the date specified in the the Notice of Shredder Operation, whichever date is later, Defendant shall complete installation of the VOC Control Train.

19. Upon completion of installation of the Control Train and an appropriate shakedown and startup period for the Control Train, but no later than one hundred and eighty (180) Days after the initial startup of the VOC Control Train, Defendant will demonstrate through performance/stack testing (in accordance with a RIDEM-approved testing protocol) ninety-eight percent (98%) destruction efficiency for VOCs, ninety-eight percent (98%) removal for acid gases, and ninety-nine percent (99%) removal of PM (the "Stack Testing"). If initial test results do not demonstrate compliance with these standards as set out in the Permit, RIDEM, considering the specific circumstances, may afford Defendant a reasonable period of time to conduct additional testing after adjusting or modifying the equipment, configuration and/or design.

20. Following successful completion of the Stack Testing, Defendant will operate the Control Train during Shredder operations so as to maintain (subject to the Permit):

(a) Ninety-five percent (95%) or greater capture efficiency by means of satisfying the applicable capture efficiency criteria in the Permit;

(b) Ninety-eight percent (98%) destruction efficiency for VOCs;

(c) Ninety-eight percent (98%) removal for acid gases; and

(d) Ninety-nine percent (99%) removal of PM (each a "Control Train Standard", and collectively standards (a) through (d) described herein are the "Control Train Standards"), as provided for in the Permit.

21. In the event Defendant provides the State a Notice of Permanent Cessation, then the balance of any remaining compliance requirements in Section VI (Compliance Requirements) and the corresponding Suspended Penalty payments in Paragraph 12 (c)(iv-vi) will be deemed waived, except as further provided below in this Paragraph and in Paragraph 22, but will not be waived for a third party who becomes subject to this Consent Judgment pursuant to Paragraph 8 prior to Notice of Permanent Cessation,. In no event shall Notice of Permanent Cessation or cessation of Shredder operations at the Facility affect Defendant's obligation to pay the penalties in accordance within Paragraph 12 (a)(i-iv). Upon Notice of Permanent Cessation , Defendant shall not resume Shredder operations at the Facility. In the event some Facility operations continue and are ongoing despite Notice of Permanent Cessation, the Facility will still be required to comply with the best management practices for dust suppression and any applicable APCR. In the event Defendant disables the Shredder, and/or removes the Shredder from the Facility, and seeks to install a metal shredder with a maximum throughput capacity at or below one hundred and seventy-five (175) gross tons per hour ("Proposed Metal Shredder"), it will be considered a new source subject to the permitting and pollution control requirements in the RI CAA, R.I.G.L§ 23-23-1, *et seq.*, and its implementing APCR codified at 250-RICR-120-05 *et seq.*, and not be subject to the Control Train requirements of Section VI (Compliance Requirements) in thise Consent Judgment. In the circumstance, where Defendant seeks to install a Proposed Metal Shredder, in addition to the requirement to pay the penalties in accordance with Paragraph 12(a)(i-iv), fifty percent (50%) the Suspended Penalty payment in Paragraph 12(c)(v) will become due within thirty (30) Days of the date Defendant files the permit application for the Proposed Metal Shredder. The balance of the Suspended Penalty payments in Paragraph 12(c)((iv-vi) will be deemed waived once the permit has been obtained and the pollution control requirements in the corresponding permit have been

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satisfied in accordance with the timeframes established therein. If Defendant intends to install a Shredder with a maximum throughput capacity greater than one hundred and seventy-five (175) gross tons per hour then the Shredder will remain subject to all of the requirements of this Consent Judgment. Defendant shall not commence construction or operation of a Proposed Metal Shredder at the Facility until all necessary permits are obtained from RIDEM and all required emission control equipment is installed and operational.

22. If construction required by the Permit has not been "commenced", as that term is defined by APCR No. 9.5(A)(7), within twelve (12) Months of the effective date of the Permit issued by RIDEM the Permit will lapse. In the event that the Permit lapses, and Defendant has not provided a Notice of Permanent Cessation within the required timeframe, a new permit containing compliance requirements not less stringent than the compliance requirements of Section VI (Compliance Requirements) shall be obtained by Defendant, and the required emissions control equipment installed and operational prior to commencing Shredder operation at the Facility. In this circumstance, the interim operating allowances in Paragraph 24 will not be applicable. In addition to the requirement to pay the penalties in accordance with Paragraph 12(a)(i-iv), fifty percent (50%) of the Suspended Penalty in Paragraph 12(c)(v) will be due within thirty (30) Days of the date the Permit lapses. The balance of the Suspended Penalty payments in Paragraph 12(c)(iv-vi) will be deemed waived once the new permit for the Shredder has been obtained and the pollution control requirements in the corresponding permit have been satisfied in accordance with the timeframes established therein. In no event shall a Permit lapse affect Defendant's obligation to pay the penalties in accordance with Paragraph 12 (a)(i-iv).

VII. COMPLIANCE REQUIREMENTS FOR THE INTERIM CONTROL OF PARTICULATE MATTER

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23. After Notice of Shredder Operation, but prior to full compliance with the Permit, Defendant may operate the Shredder subject to the controls and limitations set forth herein and in Paragraph 24. Defendant shall, at all times, operate the Facility and Shredder in compliance with APCR Nos. 1, 5, and 7 and in accordance with the Particulate Matter Interim Control Plan ("PMIC") reviewed and approved by RIDEM on August 7, 2020 (Attached hereto as Exhibit A). The PMIC will be modified as needed to reflect changes to operations, personnel, practices, and equipment. The State will be notified in writing any time changes to operations, personnel, practices and equipment at the Facility or Shredder addressed in the PMIC are changed. The State acknowledges that installation and operation of the PM Control Train will constitute a change to operations, practices, and equipment and that the Permit and the PM Control Train , not the interim PM controls for the Shredder, will control the Shredder, notwithstanding the continued responsibility of Defendant to employ the relevant best management practices as may be required by applicable regulations for the Facility.

24. Until such time as Defendant demonstrates that the Control Train achieves the Control Train Standards in the Permit, Defendant agrees to limit the Shredder production time to no more than nine hundred (900) running hours on a rolling twelve (12) Month total ("Annual Hours Limit"), and with a throughput not to exceed three hundred and twenty (320) gross tons in any hour ("Hourly Limit"). At any time, after Defendant demonstrates that the PM Control Train achieves the PM Control Train Standards in the Permit, RIDEM, upon written request from Defendant, may authorize an increase in the Annual Hours Limit and/or the Hourly Limit, even though the Hourly Limit increase may result in exceedance of the Annual Hours Limit.

VIII. INTEREST AND COLLECTIONS

25. If Defendant fails to pay any Cash penalty by its respective due date in this Consent Judgment that payment will be considered late and Defendant will be in default. Interest shall

begin to accrue on the entire respective unpaid balance for that due date at the rate of twelve percent (12%) per annum. Interest will accrue at this rate beginning with the Day after the due date specified in this Consent Judgment until such date the payment and interest owed are remitted. Interest shall be calculated using the following generally established accounting principle: Interest due equals the (number of Days late/365) x (0.12) x (amount of unpaid balance). Interest collected under the provisions of this section shall be deposited into the same account as the penalty on which the interest accrues.

IX. FORCE MAJEURE

26. A "Force Majeure" event for purposes of this Consent Judgment, is defined as any event arising from causes beyond the control of Defendant, of any entity controlled by Defendant, or of Defendant's consultants or contractors, that delays or prevents the performance of any obligation or action under this Consent Judgment, other than obligations pursuant to Paragraph 12 (a)(i-iv), despite Defendant's due diligence in efforts to fulfill the obligation. The requirement that Defendant exercise "due diligence to fulfill the obligation" includes using best efforts to anticipate any potential Force Majeure event and best efforts to address the effects of any potential Force Majeure event (a) as it is occurring and (b) following the potential Force Majeure event, such that the delay and any adverse effects of the delay are avoided or minimized. A Force Majeure event includes, but is not limited to, epidemics or pandemics as defined in Paragraph 27, and does not include, among other things, Defendant's financial inability to perform any obligation under this Consent Judgment, unanticipated or increased costs of performance, or changed economic circumstances.

27. If as a result of an event of Force Majeure caused by an epidemic or pandemic identified by the U.S. Centers for Disease Control and Prevention, or the Rhode Island Department of Health, Defendant is unable to conduct normal Shredder operations at the Facility without

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substantial impairment and, as a result thereof, discontinue Shredder operations at the Facility for a period of time or do so in response to directives imposed by the state or the federal government, then during such period of discontinuance (the "Deferral Period"), the performance of any such act in Section VI (Compliance Requirements) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, that in no event shall any delay apply to the schedule for penalty payments set forth in Paragraph 12 (a)(i-iv) as a result of such Force Majeure event. Defendant will provide the State with thirty (30) Days written notice before resuming Shredder operations at the Facility after the Deferral Period.

28. Any request to extend a deadline established in Paragraphs 12(b) and (c) and Section VI, pursuant to Section IX (Force Majeure) shall be made in writing to RIDEM's Office of Compliance and Inspection, with a copy to the Attorney General, at least seven (7) Days prior to the expiration of the deadline, or as soon as reasonably possible if seven (7) Days' notice is not otherwise achievable. In its written notice to RIDEM, Defendant shall provide 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 mitigate the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; the rationale for attributing such delay to a Force Majeure event, if it intends to assert such a claim. Defendant shall include with its request all available documentation supporting the claim that the delay was attributable to a Force Majeure event. A failure to comply with the above requirements may preclude Defendant from asserting any claim of Force Majeure for that event for the period of such failure to comply, and for any additional delay caused by such failure. Defendant shall be deemed to know of any circumstance of which Defendant, any entity controlled by Defendant, or Defendant's contractors

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designated with implementation of this Consent Judgment compliance requirements at issue knew or reasonably should have known.

29. Upon receipt of a timely request for consideration of an extension under Section IX (Force Majeure), Paragraph 28, RIDEM will, if it is persuaded that a Force Majeure event has occurred, extend the time for performance of the obligations under this Consent Judgment that are affected by the Force Majeure event 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. RIDEM will timely notify Defendant in writing of the length of the extension, if any, for performance of the obligations affected by the Force Majeure event. Defendant shall have the ability to update its notice if it becomes aware that additional obligations are affected by the Force Majeure event and RIDEM will timely notify Defendant in writing of any further extension that it agrees to implement.

30. If RIDEM does not agree that the delay or anticipated delay is appropriate or does not agree to the length of the extension sought by Defendant, RIDEM will notify Defendant in writing of its decision, which shall be binding unless the Defendant invokes the Dispute Resolution procedures set forth in Section X (Dispute Resolution). Defendant must invoke those procedures within twenty-one (21) Days after receipt of RIDEM's written position.

31. Defendant 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 due diligence was exercised to avoid and mitigate the effects of the delay, and that Defendant complied with the requirements of Paragraph 28. If Defendant satisfies this burden, the delay at issue shall be deemed not to be a violation by Defendant of the corresponding

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obligation of this Consent Judgment identified to RIDEM and the Court. Neither the State nor RIDEM will seek to collect, nor may they collect, any portion of the Suspended Penalty that arise from requirements of this Consent Judgment where the time deadlines for those requirements have been exceeded due to Force Majeure events or the pendency of a final determination that an event is an event of Force Majeure.

32. Where any compliance obligation under this Section requires Defendant to obtain a federal, state, or local permit or approval, Defendant shall submit timely and substantially complete applications and may seek relief under the provisions of Section IX (Force Majeure) for any delay in the performance of any such obligation resulting from a failure to obtain, or a delay in obtaining, any permit or approval required to fulfill such obligation, provided that Defendant has submitted such timely and substantially complete applications.

X. DISPUTE RESOLUTION

33. Unless otherwise expressly provided for in this Consent Judgment, the Dispute Resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Judgment. These procedures, however, shall not apply to actions by the State to enforce obligations of Defendant that have not been disputed in accordance with this Section or pursuant to APCR Nos. 1, 5, or 7.

34. Only the informal dispute resolutions procedures set forth in Paragraph 35 in this Section shall be available to Defendant for actions taken by RIDEM during the permitting process, including with respect to those actions in Subparagraphs (b) and (f) in Paragraph 15 that pertain to the issues to be reasonably agreed to by Defendant and RIDEM, and then, only if such actions contravene this Consent Judgment. With respect to actions taken by RIDEM during the permitting process, Defendant may invoke the Formal Dispute Resolution procedures set forth in Paragraph

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36 of this Section only upon final issuance of the Permit by RIDEM in accordance with the method and within the time prescribed therein.

35. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Judgment shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when Defendant invokes the process in writing to the Office of Compliance and Inspection at RIDEM with a copy to the Office of the Legal Services at RIDEM and a copy to the Attorney General ("Notice of Dispute"). Such Notice of Dispute shall state clearly the matter in dispute. The Parties shall seek to reach an agreement that reflects an appropriate balancing of the relevant and equitable considerations. The period of informal negotiations shall not exceed twenty-one (21) Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties are unable to reach a mutually acceptable understanding and cannot resolve a dispute by informal negotiations, then RIDEM shall provide Defendant with a written summary of its position regarding the dispute. That position shall be considered binding unless within fifteen (15) Days of the postmarked date of the written summary, Defendant invokes formal Dispute Resolution procedures as set forth below. Unless otherwise provided in this Consent Judgment, Defendant's failure to submit a request for formal Dispute Resolution within the period specified in this Paragraph shall constitute a waiver of Defendant's ability to seek reconsideration and, in that case, RIDEM's determination shall be final and unreviewable.

36. Formal Dispute Resolution. Defendant shall invoke formal Dispute Resolution procedures, within the time period provided in Paragraph 35 by serving written notice of invocation on RIDEM's Office of Compliance and Inspection, with copies to the Office of the Legal Services at RIDEM and the Attorney General, followed within fourteen (14) Days by a

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written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Defendant's position and any supporting documentation relied upon by Defendant. The Parties will then meet and confer within twenty-one (21) Days of the postmarked date of the Defendant's written Statement of Position to discuss their respective positions. All Parties will provide access to senior level decision makers in an attempt to resolve identified disputes. RIDEM shall serve its decision to Defendant's Statement of Position within twenty-one (21) Days of receipt, unless that period is modified by written agreement. RIDEM's decision shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by RIDEM. RIDEM's decision shall be binding on Defendant, unless Defendant files a motion for judicial review of the dispute in accordance with Paragraph 37.

37. Defendant may seek judicial review of the dispute by filing with the Court and serving on the State a motion requesting judicial resolution of the dispute. The motion must be filed within twenty-one (21) Days of receipt of RIDEM's decision issued pursuant to Paragraph 36. The motion shall contain a written statement of Defendant's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of this Consent Judgment.

38. The State shall respond to Defendant's motion within twenty-one (21) Days of the date Defendant's motion is filed. The response shall contain a written statement of the State's position on the matter in dispute and its response to Defendant's position, including any supporting factual data, analysis, opinion, or documentation, and shall set forth its response regarding any

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schedule within which the dispute must be resolved for orderly implementation of this Consent Judgment.

39. Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Consent Judgment, in any dispute brought pursuant to Paragraphs 35-37 pertaining to the adequacy or appropriateness of plans, procedures to implement plans, schedules or any other items requiring approval by RIDEM under this Consent Judgment; the adequacy of the performance of work undertaken pursuant to this Consent Judgment as determined by RIDEM and all other disputes that are accorded review on the administrative record under applicable principles of administrative law, Defendant shall have the burden of proof to demonstrate, that the position of the State is arbitrary and capricious or otherwise not in accordance with this Consent Judgment excepting that an appeal of the final Permit or legal challenge of any other final order within the meaning of the Rhode Island Administrative Procedures Act, shall be reviewed under the review standard set forth in R.I. Gen. Laws § 42-35-15(g).

40. Other Disputes. Except as otherwise provided in this Consent Judgment, in any other dispute brought under Paragraphs 35-37, Defendant shall bear the burden of demonstrating that its position complies with this Consent Judgment and furthers the objectives of this Consent Judgment.

41. The invocation of Dispute Resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Defendant under this Consent Judgment, unless and until final resolution of the dispute so provides,

42. The Court shall not draw any inferences nor establish any presumptions adverse to any Party as a result of invocation of this Section or the Parties' inability to reach agreement. As part of the resolution of any dispute under this Section, in appropriate circumstances the Parties

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may agree, or this Court may order, an extension or modification of the schedule for completion of the activities required under this Consent Judgment to account for the delay that occurred as a result of Dispute Resolution.

XI. REPORTING AND NOTICES

43. Every three (3) Months from the Effective Date, Defendant agrees to provide a written report documenting the progress of installation and/or operation of the Control Train, except when such progress is suspended or terminated in accordance with this Consent Judgment.

44. Unless otherwise specified in this Consent Judgment, notices and submissions required by this Consent Judgment shall be sent electronically and date and time stamped accordingly, or by certified mail or overnight delivery. Submissions via electronic mail or US mail or overnight delivery shall be sent to the following addresses:

For the Rhode Island Attorney General:

Tricia K. Jedele, Esq.
Special Assistant Attorney General
Office of the Attorney General
150 South Main Street
Providence, RI 02903
tjedele@riag.ri.gov

Alison B. Hoffman, Esq.
Special Assistant Attorney General
Office of the Attorney General
150 South Main Street
Providence, RI 02903
ahoffman@riag.ri.gov

For RIDEM:

Mary E. Kay, Esq.
Assistant Director and Chief Legal Counsel
Office of Legal Services
RI Department of Environmental Management
235 Promenade St
Providence, RI 02908
mary.kay@dem.ri.gov

Ruth Gold
Supervising Air Quality Specialist, Permitting
Office of Air Resources
RI Department of Environmental Management
235 Promenade St
Providence, RI 02908
ruth.gold@dem.ri.gov

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David Chopy, Administrator
Office of Compliance and Inspection
RI Department of Environmental Management
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For Defendant:

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jcervenka@cgdesq.com

Stephen Richmond, Esq.
Beveridge & Diamond, P.C.
155 Federal Street, Suite 1600
Boston, MA 02110
srichmond@bdlaw.com

XII. RELEASE

45. This Consent Judgment resolves, and the State releases Defendant from, all Environmental Claims arising from or related to the Covered Conduct, or to any conduct alleged in the Complaint including, without limitation, facts alleged in RIDEM's NOI, File No: OCI-AIR-19-64, dated August 9, 2019, and the 60-Day Notice, dated August 9, 2019, and all penalties, fines or other monetary payments related to the facts alleged and the claims made therein.

46. Nothing in this Consent Judgment:

(a) Shall bar any action by the State on any legal claim or factual assertion that is not (i) pled in the Complaint, (ii) addressed in the 60-Day Notice or in the RIDEM NOI, or (iii) otherwise released by this Consent Judgment;

(b) Shall bar any action by the State on any violations arising after the Effective Date;

(c) Shall be deemed to excuse compliance by Defendant or any of the persons or entities otherwise bound by this Consent Judgment with any law or regulation, unless so excused, agreed to, authorized or approved by this Consent Judgment;

(d) Shall preclude an action for injunctive relief concerning violations of APCR Nos. 1, 5, or 7 that occur after the Effective Date;

(e) Shall preclude a separate action by the State to enforce the terms of this Consent Judgment, or any permit or other approval issued by RIDEM related hereto or as required by law or regulation not addressed in this Consent Judgment.

(f) Notwithstanding the above, RIDEM acknowledges and agrees to follow the complaint investigation protocol (the "Protocol") in the PMIC, which, when applicable pursuant to Section VII (Compliance Requirements for the Interim Control of Particulate Matter) of this Consent Judgment, requires Defendant to investigate complaints received by RIDEM regarding alleged particulate emissions from Defendant's operations, and to implement corrective action, if necessary to address those complaints. The Protocol, however, does not limit the State's ability to initiate actions pursuant to Subparagraphs (b) and (d) above.

47. This Consent Judgment does not limit or affect the rights of Defendant or of the State against any third parties who are not party to this Consent Judgment. This Consent Judgment shall not be construed to create rights in, or grant any cause of action to, any third party who is not a Party and no such third party shall be deemed a third party beneficiary of this Consent Judgment.

XIII. SITE ACCESS AND PRESERVATION OF RECORDS

48. RIDEM shall have the right to enter the Facility at all reasonable times, without securing any judicial or administrative warrants or other process, for the purpose of conducting any activity related to the enforcement of the terms of this Consent Judgment. Defendant shall ensure that assignees, successors in interest, lessees, sublessees, tenants in possession and/or occupants of the Facility shall provide the same access and cooperation if they control the Property. Defendant expressly consents to such right of entry by RIDEM.

49. In addition to complying with any other applicable State, local, or federal records preservation requirements, Defendant shall preserve and maintain at least one legible copy of all

documents and other records in their possession, custody, or control that are specifically required to be maintained for performance of any obligation under this Consent Judgment. This requirement includes electronic documents and records. Defendant shall provide to RIDEM a copy of any document or other record requested by the State related to this Consent Judgment within ten (10) Days of a written or oral request.

50. Defendant shall provide a copy of this Consent Judgment to any current lessee, sublessee, tenant in possession and/or occupant of the Facility as of the Effective Date. Any subsequent leases, subleases, assignments or transfers of the Facility or an interest in the Facility shall include this right of access provision and shall otherwise be consistent with the terms of this Consent Judgment.

XIV. MISCELLANEOUS

51. The provisions of this Consent Judgment shall be construed in accordance with the laws of Rhode Island.

52. This Consent Judgment is made without trial or adjudication of any issue of fact or law.

53. Nothing in this Consent Judgment shall limit or expand the State's right to obtain information, documents or testimony from Defendant pursuant to any state or federal law, regulation or rule concerning the claims not released by this Consent Judgment, concerning potential claims against any person or entity other than Defendant, or to evaluate the Defendant's compliance with the obligations set forth in this Consent Judgment.

54. Nothing in this Consent Judgment constitutes an agreement by the State concerning the characterization of the amounts paid hereunder for purposes of any proceeding under the Internal Revenue Code or any U.S. State tax laws. This Consent Judgment takes no position as to

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the tax consequences of this Consent Judgment with regard to U.S. Federal, State, Local and foreign taxes.

55. Nothing in this Consent Judgment constitutes or shall be construed as an agreement or concession that knowledge or any other state of mind is a required element of any claim brought by the State against Defendant or any other person or entity.

56. Nothing in this Consent Judgment releases any private rights of action asserted by entities or persons not releasing claims under this Consent Judgment unless such release is determined to occur by operation of law, nor does this Consent Judgment limit any defense available to Defendant or the State in any such action.

57. This Consent Judgment shall be enforceable by the Attorney General.

58. Any failure by any party to this Consent Judgment to insist upon the strict performance by any other party of any of the provisions of this Consent Judgment shall not be deemed a waiver of any of the provisions of this Consent Judgment.

59. Nothing in this Consent Judgment shall constitute an admission or finding of fact or an admission or finding that Defendant has engaged in or are engaged in a violation of law or an admission or finding that Defendant is liable for any alleged violation of law or other act or omission, all of which Defendant expressly denies.

60. This Consent Judgment, which constitutes a continuing obligation, is binding upon the State, Defendant and any of Defendant's respective successors, assigns, or other entities or persons otherwise bound by law.

61. The parties agree not to challenge this Consent Judgment and waive all rights of appeal upon the entry of final judgment as set forth in Paragraph 76.

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62. Consent to this Consent Judgment does not constitute an approval by the State of Defendant's business acts and practices, and Defendant shall not represent this Consent Judgment as such an approval.

63. Defendant shall not take any action or make any statement denying, directly or indirectly, the propriety of this Consent Judgment by expressing the view that this Consent Judgment or its substance is without factual basis. Nonetheless, Defendant's agreement to the terms of this Consent Judgment is not an admission of liability or of any facts alleged in this Consent Judgment or in the Complaint. Defendant is entering into this Consent Judgment solely for the purpose of settlement, and nothing contained herein may be taken as or construed to be an admission, concession, finding, or conclusion of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Defendant expressly denies. Further, nothing in this Consent Judgment affects Defendant's right to take or adopt any legal or factual position or defense in any other litigation or proceeding, or to cite or enforce the terms of the release in Section XII (Release).

64. Nothing in this Consent Judgment shall create, support, justify or give rise to a private right of action of any kind or create any right in a non-party to enforce any aspect of this Consent Judgment or claim any legal or equitable injury for a violation of this Consent Judgment. The exclusive right to enforce any violation or breach of this Consent Judgment shall be with the parties to this Consent Judgment and the court.

65. Nothing in this Consent Judgment shall relieve Defendant of its obligations to comply with all U.S. Federal, State, and Local laws and regulations, except as specifically stated herein.

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66. Nothing in this Consent Judgment shall be construed to waive any claims of sovereign immunity any party may have in any action or proceeding.

67. If any portion of this Consent Judgment is held illegal, invalid, or unenforceable, the remaining terms of this Consent Judgment shall not be affected and shall remain in full force and effect.

68. Defendant shall not participate, directly or indirectly, in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part in the state of Rhode Island that are prohibited by this Consent Judgment or for any other purpose that would otherwise circumvent any term of this Consent Judgment.

69. If the State determines that Defendant made any material misrepresentation or omission relevant to the resolution of the claims addressed herein, the State retains the right to seek to either modify or set aside this Consent Judgment.

70. The Parties shall bear their own costs with respect to any filing fees or other court costs, including attorneys' fees, in connection with entry or enforcement of this Consent Judgment.

71. Each of the persons who signs his/her name below affirms that he/she has the authority to execute this Consent Judgment on behalf of the party whose name appears next to her/his signature and that this Consent Judgment is a binding obligation enforceable against said party under Rhode Island law.

XV. FINANCIAL ASSURANCE

72. Within fifteen (15) Days of the Effective Date, Defendant shall deliver a Letter of Credit acceptable to the State securing payment of the Total Penalty Amount required by this Consent Judgment. The Letter of Credit shall be re-issued by Defendant on an annual basis

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securing the balance of the Total Penalty Amount owed to the State until all penalty payments required by this Consent Judgment have been paid.

XVI. TERMINATION

73. After Defendant has completed the compliance requirements of Section VI (Compliance Requirements) of this Consent Judgment, maintained satisfactory compliance with the terms of the Permit and this Consent Judgment for a period of two (2) years from the date compliance with the requirements of Section VI (Compliance Requirements) is achieved, complied with all other requirements of this Consent Judgment, and paid the penalties and any Suspended Penalty and interest as required by Section IV (Defendant's Payment of Civil Penalties) of this Consent Judgment, Defendant may serve upon the State a Request for Termination, stating that the applicable above-listed requirements have been satisfied, together with all necessary supporting documentation. In the event that Defendant provides Notice of Permanent Cessation, or transfers, sells, or assigns the Facility or the Shredder in accordance with Paragraph 8, or otherwise complies with the requirements in Paragraph 21 as they relate to the operation of a Proposed Metal Shredder, or Paragraph 22 as it relates to a lapsed Permit, and has paid the penalties and any Suspended Penalty payments or any portion of Suspended Penalty payments as required by Section IV (Defendant's Payment of Civil Penalties) of this Consent Judgment and Paragraph 21 and 22, Defendant may serve immediately upon the State a Request for Termination, stating that the applicable above-listed requirements have been satisfied, together with all necessary supporting documentation.

74. Following receipt by the State of Defendant's Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether Defendant has satisfactorily complied with the requirements for termination of this

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Consent Judgment. If the State agrees that this Consent Judgment may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating this Consent Judgment.

75. If the State does not agree that this Consent Judgment may be terminated, Defendant may invoke Dispute Resolution under Section X (Dispute Resolution) of this Consent Judgment.

XVII. FINAL JUDGMENT

76. Upon approval and entry of this Consent Judgment by the Court, this Consent Judgment shall constitute a final judgment of the Court as to the State and Defendant. The Court finds that there is no just reason for delay and therefore enters this Consent Judgment pursuant to Rhode Island Rules of Civil Procedure, Rules 54 and 58.

IT IS SO ORDERED. JUDGMENT is hereby entered in accordance with the foregoing.

By the Court:

_____

JUSTICE, SUPERIOR COURT

Dated:

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The Undersigned Parties enter into this Consent Judgment in the matter of *State of Rhode Island v. SMM New England Corporation, d/b/a SIMS Metal Management,* C.A. No.: PC 20- .

Respectfully submitted,

THE STATE OF RHODE ISLAND

PETER F. NERONHA
ATTORNEY GENERAL

Date: 8/7/2020

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Date: August 7th, 2020

By: [illegible]

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Date: August 6, 2020

EXHIBIT A

Particulate Matter
Interim Control Plan (PMIC)

August 7, 2020 Version

Particulate Matter Interim Control Plan (PMIC)

Metal Recycling and Shredding Operations

Version Date: August 7, 2020

SMM New England Corp. (SMMNEC)
(d/b/a Sims Metal Management)

15-14 Green Earth Avenue
Johnston, Rhode Island 02919

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Designation of Confidential Business Information

Specify the information you designate is "CONFIDENTIAL" and include specific section(s) and corresponding page number(s). Describe the basis, e.g. the information is trade secret or otherwise exempt under law from public disclosure.

Name of Section / Page Number(s)	Description of Confidential Information
Facility Equipment Table/ Page 8	Describes trade secret and/or otherwise commercially sensitive list of Shredder system components.
Description of Control Measures/ Page 11	Trade secret and/or otherwise commercially sensitive description of Drop Out Box & Water Spray Unit system.
Process Flow Diagram/ Page 34	Depicts trade secret and/or otherwise commercially sensitive list of Shredder system components.

Particulate Matter Interim Control Plan - SMM, Johnston, RI

Glossary

Big Top Cover: A fabric structure that allows for entry of operating equipment for movement of DNF but provides protection against the effects of wind on stockpiled DNF. Big Top is a trade name for a certain brand of fabric structure but there may be other similar structures also generally referred to as Big Top.

DNF: Debris non-ferrous material, which is an intermediate non-ferrous material stream consisting of non-ferrous and residual non-metallic materials exiting the Shredder other than Shred.

Dust Boss: A water misting "cannon" used for dust suppression. The water misting technology utilizes engineered nozzles to disperse a water stream into numerous fine droplets of water. The mist is dispersed as droplets in the 50 to 200 micron range, a size range suitable for reducing airborne dust.

Energy Release: Release of energy in the Shredder which may result from shredding of material containing residual gasoline or a cylinder containing residual propane.

Infeed Material: Shredder infeed material consisting of auto bodies and light iron products, including appliances and other recyclable light steel materials.

Inbound Material: Infeed Material delivered to the Facility prior to acceptance.

Mega Foam System: Aqueous based foam application at Shredder feed chute and Shredder hammermill chamber primarily to enhance Shred quality.

Prohibited Material: Inbound Material containing material on the Prohibited Materials list (PMIC Section B)

Shred: Steel commodity produced from shredding of Infeed Materials.

Shredder: The SMM metal shredder located at the Facility.

Shred to Ground: Shredding to ground means the processing of infeed material through the shredder to the maximum extent practicable so that the size of the stockpile of infeed material is minimized at the end of each day, subject to the limitations of the material handling equipment feeding infeed material into the shredder (resulting in residual amounts of material remaining in the stockpile), the limitations of the shredder which is subject to mechanical breakdowns and other limitations such as loss of power, and deliveries of infeed material after shredder operating hours.

Smart Water System: Water injection system utilized in Shredder hammermill chamber, which reduces fugitive particulate matter along with enhancing shred quality. Water volume is adjusted based on shredder motor load, which corresponds to the amount of Infeed Material being shredded.

UMO: Undermill oscillator, located at the discharge end of the Shredder hammermill system

Water/Foam System Check Sheet: That Check Sheet shown in Section E.3 of this PMIC.

Water Spray: Devices to apply water mist through spray heads at the UMO, feed roll/chute, Shred discharge point and various other conveyors along the path of material flow through the Shredder system.

Company Description

The Sims Metal Management (SMM) facility located in Johnston, Rhode Island (Facility) is a metal recycling facility that is approximately 8.9 acres in size and approximately 75 percent impervious (either concreted, paved or covered with buildings or other structures). The Facility is situated in a heavy industrial area in an industrial park located at a former and closed landfill property (Macera Landfill).

Up until April 6, 2020:
In addition to Non-Shredder Actvities, operations at the Facility included shredding of Infeed Material in order to separate Shred from DNF; receipt of truckloads of Infeed Material, sorting, inspecting and temporarily stockpiling Infeed Material prior to shredding; temporary stockpiling of Shred and DNF produced from the operation of the Shredder; and maintenance of Facility equipment.

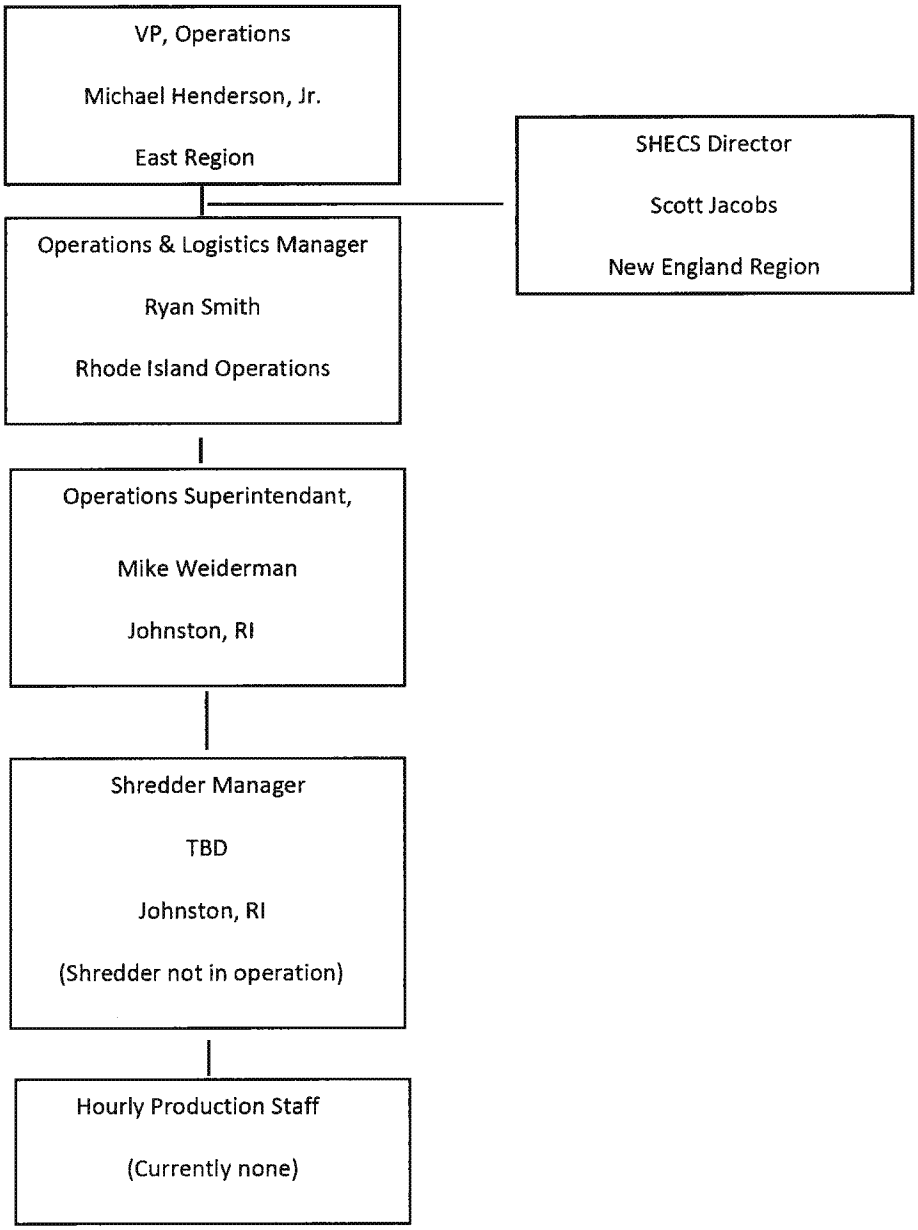
The Shred was stockpiled at the Facility and loaded into trucks, either for shipment to domestic consumers of steel or to SMM's Export Facility in Providence, Rhode Island where the Shred would be loaded onto ocean-going vessels for export to overseas steel mills. DNF was loaded into trucks for shipment to another SMM facility located outside of Rhode Island for further separation into various types of non-ferrous metals.

April 6, 2020 – Present

On April 6, 2020, SMM ceased shredding operations and thereafter substantially reduced the number of personnel at the Facility. The Facility has not set a date for recommencing Shredder operations.

Current Activities: Facility activities currently include receipt, handling, stockpiling and shipment to other SMM facilities of Infeed Material and other recyclable metal materials (Non-Shredder Actvities).
During the time when the Shredder is not operating, the Facility will remain open during normal operating hours for use as a "feeder yard" facility (i.e. to receive Infeed Material and other recyclable metal material for transport to and processing at other out-of-state SMM facilities). SMM will continue to follow particulate matter control practices outlined in this PMIC, to the extent applicable to Non-Shredder Activities.

Organizational Chart



Schedule of Management Operators

List of names and contact information of the Onsite Responsible Manager and Alternate Contact and their duty schedule.

Schedule of Management Operators

Onsite Responsible Manager(s)

Name: Mike Weiderman
Title: Operations Superintendant (referred to in PMIC as Plant Manager)
Phone: (401) 406-2167
Email: mike.weiderman@simsmm.com
Schedule/Shift: Monday through Friday

Alternate Contact

Name: Scott Jacobs
Title: Safety, Health, Environment, Community & Sustainability Director,
New England Region
Phone: (203) 782-4250
Email: scott.jacobs@simsmm.com
Schedule/Shift: Variable due to regional responsibilities

Schedule of Facility Operations

Material Receiving:

Monday-Friday -	7:00am – 5:00pm
Saturday -	7:00am – 12:00 Noon [When Shredder was operating, currently N/A]
Sunday -	Closed

When Shredder was operating (currently N/A):
Hours of Facility Shredder Operation allowed by local ordinance:

Monday-Friday -	7:00am – 6:00pm
Saturday -	7:00am – 5:00pm

N/A means not applicable.

Particulate Matter Interim Control Plan - SMM, Johnston, RI

Facility Equipment Table **Confidential Business Information**

When Shredder not operating, ony material handlers, excavator, loader, water truck and sweeper are in use outdoors.

Process Equipment	Description	Materials	Controls	Control Install Date
Infeed Conveyor	Initial conveyor to feed shredder	In Feed Material	N/A	
Shredder	7000 hp hammermill shredder	Infeed Material	a. Smart Water System b. Mega Foam, c.Water Sprays	a. 2014 b. 2015 c. 2014
UMO	Oscillating conveyor, transfers material from shredder	Infeed material	Water Sprays, Cover	2014
Drop Out Box' System*	Particulate Control	Particulates	Cover, Ducting, Container and water misting	10/14/2019
First Take Away Conveyor	Transfers material from UMO to Magnets	Shred Material	Covers	2014
Magnet 1	Ferrous Seperation	Processed Shred Material	Enclosure	2013
DNF Transfer Conveyor	Transfers DNF to Covered Bin	DNF	Enclosure	2014
DNF Stockpile Bins	DNF Stockpile	DNF	Covered Bin	2016
Vibratory Feeder	Conveys material from Magnet 1 to Magnet 2	Shred Material	Enclosure	2014
Magnet 2	Ferrous Seperation	Shred Material	Enclosure	2013
Z Box Feed Conveyor	Transfers material from magnets to Z Box	Shred Material	Covers	2014
Z Box Cyclone	Shred Quality Control	Shred Material	Enclosed	2013
Rotary Airlock A 301	Transfers DNF to Conveyor	DNF	Enclosed	2013
DNF Bin Conveyor	Transfers DNF to covered bin	DNF	Covered, Water Spray	2014
Z Box Discharge Conveyor	transfers shred from Z Box to Picking Station	Shred Material	Enclosed, Water spray	2014
Picker Station (Structure, Conveyors)	Hand Sorting Shred	Shred Material	Enclosed	2013; 2014
DNF Transfer Conveyors	Transfer to product bins	DNF	Conveyor Skirting	2013
Transfer Conveyors	Transfers ferrous shred to stacker	Shred Material	Covered	2014
Stacker	Transfers shred to stockpile	Shred Material	Covered, Water Spray	2014
Material Handlers	Grapple equipment for loading shredder infeed	Infeed Material	Not Applicable	
Wheel Loader	Material Loader	Shred, DNF	Not Applicable	
Excavator	For use in inspecting material	Infeed Material	Not Applicable	
Water Truck	Vehicle mounted water tank with spray nozzles	wetting trafficked surfaces	Not Applicable	
Skid Steer	Moving Material	DNF	Not Applicable	
Sweeper	Power Broom	Debris	Not Applicable	

* 'Drop Out Box' System* (Ductwork, Fan, Container - aka shipping container, water spray)

Facility Equipment Table Footnotes

When Shredder is operating, currently not applicable (N/A):

1. All water spray controls shall be utilized, which adds moisture to particulate matter, weighing it down, and therefore increasing the ability to settle it out from emissions.
2. Designated employees shall perform routine checks to ensure that the Smart Water and Mega Foam Systems and Shredder/conveyor water sprays are operating effectively, based on visual observation, as documented in the Water/Foam Check Sheet.

Adjustments to Particulate Matter Controls since July 12, 2019

Consulting engineer evaluated the operation of the Smart Water and Mega Foam Systems and made a number of adjustments while at the Facility over a four-day period in July 2019.

A. **Smart Water System**
(in order to optimize the flow and atomization of the spray of water into the Shredder chamber)
- Cleaned both nozzles and changed both flow inserts
- Verified that air pressure was set to the correct parameters
- Verified that the proportioning regulator was functioning properly to work in coordination with Shredder motor
- Verified that the system was modulating water flow rate up and down according to motor load

B. **Mega Foam System** (in order to optimize system performance)
- Refurbished media in all foam generating canisters located on both the Shredder and top of the infeed chute
- Changed the foam discharge spray head to enhance foam spray pattern
- Changed foam concentrate ratio from 250:1 to 225:1
- Adjusted air regulators
- Verified that motor frequencies were operating optimally
- Verified that foam solution output at each of several nozzles was at 3-4 gallons per minute (GPM)

During the interim control period for the adjustment period following July 12, 2019, the Smart Water and Mega Foam Systems were checked daily when the Shredder was operating for proper operation. See below Description of Control Measures section for depiction and description of the Smart Water and Mega Foam Systems.

Grate Changes – Grate changes are performed on a routine basis, with a frequency up to once a year, based on Shredder operating conditions (e.g. throughput and observed grate condition) were changed during the period of adjustments to Particulate Matter controls since July 12, 2019.

'Drop Out' Box

On October 14, 2019, the Facility completed installation of a 'Drop Out' Box system to create a plenum space and water spray to facilitate the settling out of particulate matter. See below Description of Control Measures section for depiction and description of this system.
- Procured oversea container and put into position
- Fabricated ducting and installed fan and large fraction filter for oversea container
- Built expanded metal wall and door section and installed inside container
- Installed mesh on expanded metal frame
- Installed Collector Duct assembly from UMO Cover to existing duct work
- Installed water spray system around the inside perimeter of container door opening
- Completed installation and began use on October 15, 2019

UMO Cover
- On August 12, 2019, installed framework and steel plates to close off a portion of the UMO cover to reduce the natural draft opening area

First Take Away Conveyor
- On October 19, 2019, installed cover sections for conveyor moving material from the UMO enclosure

Mobile Equipment (when Shredder is operating, currently N/A)

To minimize potential particulate matter generation, equipment operators minimize lift height when placing Infeed Material on conveyors, on stockpiles or into trucks. As Infeed Material is picked from the infeed stockpile, it is lifted to a height to safely clear the infeed conveyor side walls (15 feet from ground level) and to allow for safe clearance for materials that may have been suspended/hanging from the bottom of the grapple (an additional 8 feet). Accordingly, lift heights can be up to 23 feet (15-foot conveyor height plus up to an additional 8 feet for safe clearance of suspended materials). Once grappled materials clear the conveyor, the grapple is lowered to the maximum extent feasible to place materials onto the conveyor, with the placement height from the grapple to the conveyor belt being approximately 5 feet or less depending on material composition in the grapple.

Mobile/ Portable Equipment (when Shredder is not operating, as currently is the case)
To minimize potential particulate matter generation, equipment operators minimize lift height when placing Infeed Material in stockpiles or into trucks.

On January 6, 2020, the Facility received RIDEM approval to use a dust suppression water misting cannon, also know as a "Dust Boss" for use in various locations at the Facility based on operating, wind and weather conditions. See below Description of Control Measures section for depiction and description of this equipment.

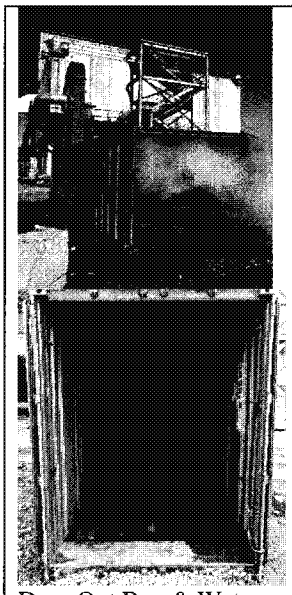
> **Dust Boss:** A dust suppression water misting cannon which utilizes a water misting technology with specially engineered nozzles to reduce a water stream into numerous fine droplets (mist).
>
> The Plant Manager (and the Shredder Manager when the Shredder was operating) observes several times throughout each day the Shredder is operating ambient site conditions to determine the need, location and direction for utilization of the Dust Boss for dust suppression. The Dust Boss is primarily stationed near the Shredder adjacent to the Northern neighboring property.
>
> Conditions considered favorable for use of the Dust Boss include warm, dry weather and wind conditions. The Dust Boss is repositioned from where it is primarily stationed based on observation of debris in loads of inbound materials or observations of airborne dust.
>
> Conditions unsuitable for use of the Dust Boss include: freezing temperatures; rainy or snowy weather; and high wind.

Additional Particulate Matter Abatement Measures taken since July 12, 2019
When Shredder is operating, currently not applicable (N/A):
During the interim control period for the adjustment period following July 12, 2019, the Smart Water and Mega Foam Systems and Shredder/conveyor water spray systems were checked daily when the Shredder was operating for proper operation, as documented by the Water/Foam Check Sheet.
Since July 16, 2019, the Facility had reduced the height of and added mist to the DNF and Shred stockpiles. These stockpiles were maintained at or below a height of approximately 15 feet. The height of these stockpiles was monitored against the approximitely 15-foot height of the roof of loaders as a ready reference.

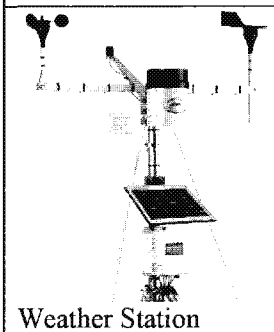
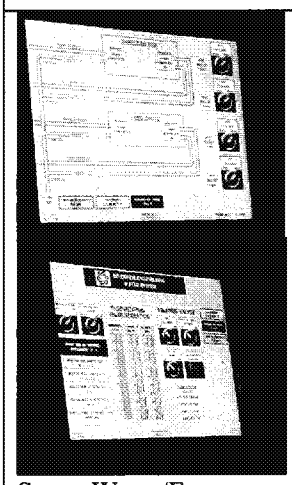
Whether or Not Shredder is operating:
On August 20, 2019, the Facility installed a weather station to monitor site meteorological conditions and adjust particulate matter management practices according to measured weather conditions.
See below Description of Control Measures section for depiction and description of the weather station.

Shortly after July 12, 2019, the Facility had installed a wind sock, which per the State's request, the Facility uses and maintains to allow for visual tracking of wind direction.

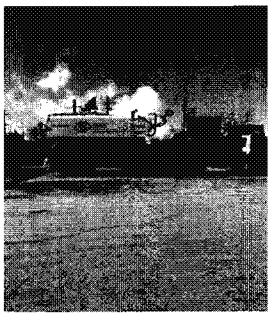
When Shredder not operating, only water truck and sweeper, weather station, and as needed Dust Boss, are in use.

Control Measure	Description/ Usage	Frequency	Material	Inspection/Maintenance/Conditions
 Drop Out Box & Water Spray Unit	The 'Drop Out' Box system creates a plenum space, filter and water spray to facilitate the settling out and collection of particulate matter after it exits the Shredder mill, especially the larger fraction particulate matter. The system consists of a converted shipping container (providing an expansion space for emissions), ductwork, a fan to draw out emissions from the Shredder hammermill area, a filter to screen out larger fraction particulate matter, and a misting system (spray nozzles mounted around the container perimeter) to settle out smaller fraction particulate matter.	Utilized whenever Shredder is operating	Particulate matter	The unit is inspected each day prior to use. Inspection includes: - Observation for material build-up in the inlet end of the container and on the filter. - Inspection of the spray nozzles to confirm that they are functioning. <u>Maintenace</u> Any nozzle not functioning is cleared of material clogging it or replaced. Material is removed from the container and the filter at the end of each day of Shredder operation or more frequently if the filter is observed to be clogged.
'Dust Boss' misting cannon	The 'Dust Boss' dust suppression water misting cannon propels a mist of water in the direction the Dust Boss is facing. The misting cannon uses a water misting technology with specially engineered nozzles to reduce a water stream into numerous fine droplets (mist). The Plant Manager (and the Shredder Manager when the Shredder was operating) observes, several times throughout each day that the Shredder is operating, ambient site conditions to determine the need, location and direction for utilization of the Dust Boss for dust suppression. The Dust Boss is primarily stationed near the Shredder adjacent to the Northern neighboring property. The Dust Boss is repositioned based on observation of debris in loads of inbound materials or observation of airborne dust.	See Inspection column re when Dust Boss is used and for conditions suitable for use of the Dust Boss and other facility misting systems.	Particulate matter	The unit is inspected each day prior to use. Inspection includes: - Checking for weld cracks or bends. - Checking that the screen is in place. - Checking that nozzles are not clogged and not damaged or worn. - Flushing clean the manifold, as needed. - Checking fan and fan housing and mounts for cracks or wear and checking fan for nicks in blades. - Checking electrical cord for nicks, abrasions or breakage. - Checking nuts, bolts and other fasteners for tightness. - Checking high pressure pump for damage and wear. <u>Maintenance</u> - Grease fan motor and booster pump on specified maintenance schedule. - Grease turntable bearing as needed. - Unclog nozzles as needed and replace damaged or worn nozzles. <u>Conditions</u> Conditions considered favorable for use of the Dust Boss include warm and dry weather conditions. Conditions unsuitable for use of the Dust Boss include: freezing temperatures; rainy or snowy weather; and high wind.

When Shredder not operating, only water truck and sweeper, weather station, and as needed Dust Boss, are in use.

Control Measure	Description/ Usage	Frequency	Material	Inspection/Maintenance/Conditions
 Weather Station	The Facility installed a weather station designed for outdoor use to monitor site meteorological conditions and adjust particulate matter management practices according to measured weather conditions. The weather station is Model HOBO®RX3000, with cloud-based data acces and a double-weatherproof enclosure.	Continuous throughout the year	Collects wind direction, speed, temperature & barometric pressure	Periodic visual inspection includes: • Checking that the station enclosure is free of damage or cracks. • Checking that all cables and wires are fastened securely and free of damage, such as cracks, cuts or splits. • Checking that conduits are intact.
 Smart Water/Foam System	The Smart Water water and Mega Foam foam injection systems inject water and foam into the Shredder mill when operating. These systems reduce fugitive particulate matter along with enhancing shred quality. Smart Water volume is adjusted based on the Shredder motor load (measured by motor amperage fluctuations), which corresponds to the amount of Infeed Material being shredded. The more Infeed Material shredded, the higher the motor amperage and the more water added. The aqueous based foam is applied at a 225:1 solution to concentrate ratio at the Shredder feed chute and Shredder hammermill chamber. The system switches on and off based on the Shredder motor amperage. The Foam System operates with 2 nozzles on the Shredder and 2 on the Chute. The injection systems are controlled by a PLC and are adjustable to meet specified operating parameters. The PLC calculates and controls the water flow and activates foam flow based upon these parameters, as well as Shredder motor loading.	Utilized whenever shredder is operating	Particulate matter	Operate the system daily prior to Shedder operation to check that the system is properly functioning. Any nozzle not functioning is cleared of material clogging it or replaced. Perform the following checks and maintenance on a daily basis on those days when Shredder is running: **Smart Water System** 1. Clean nozzles 2. Check flow inserts 3. Verify that air pressure is set to correct parameters. 4. Verify that the proportioning regulator is functioning properly. 5. Verify that the system is modulating water flow according to motor load **Mega Foam System** 1. Check media in foam generating canisters 2. Check the foam discharge spray head to confirm proper foam spray pattern 3. Maintain foam concentrate ratio at 225:1 4. Adjust air regulators 5. Verify that motor frequencies are operating optimally 6. Verify that foam solution output per nozzle is at 3-4 GPM See Smart Water and Mega Foam Systems Check Sheet at E.(C).

When Shredder not operating, only water truck and sweeper, weather station, and as needed Dust Boss, are in use.

Control Measure	Description/ Usage	Frequency	Material	Inspection/Maintenance/Conditions
 Water Truck	Use water truck for dust suppression on concreted or paved operating areas and on- and off-site roadway areas. Water truck consists of rear mounted water tank with water pumped through a series of spray heads. The water truck follows a regular route each day the Facility is operating, consisting of the on- & off-site roadways and open operating areas. The Plant Manager and other Facility personnel (including the water truck operator) however observe throughout each Facility business day ambient site conditions to determine whether one or another area require additional usage based on observed fugitive dust. The Plant Manager is responsible for approving redeployment of the water truck for additional hours or to water locations outside the regular route.	See Usage column for when Water Truck is used.	Particulate Matter	The water truck is inspected each day prior to use. Inspection includes: - Checking that the spray system is operating as required and that the spray heads are not clogged, damaged or worn. <u>Maintenance</u> - Implementing preventive maintenance on the truck on specified maintenance schedule. - Unclog spray heads as needed and replace damaged or worn spray heads. <u>Conditions</u> Conditions considered favorable for use of the water truck include warm and dry weather conditions. Conditions unsuitable for use of the water truck include freezing temperatures; rainy or snowy weather; and high wind.
Sweeper	Use sweeper for dust removal on concreted or paved operating areas and on- and off-site roadway areas. Sweeper is a powered industrial style street sweeper with enclosed cab and water tanks for supplemental water spray applications. The sweeper follows a regular route each day the Facility is operating, consisting of the on- & off-site roadways and open operating areas. The Plant Manager and other Facility personnel (including the sweeper operator) observe throughout each day site conditions to determine whether one or another area require additional usage based on observed fugitive dust. The Plant Manager is responsible for approving redeployment of the sweeper for additional hours or alternative locations.	See Usage column for when Sweeper is used.	Particulate Matter	The sweeper is inspected each day prior to use. Inspection includes: - Checking that the sweeper is operating as required and that the bristles are not damaged or worn. <u>Maintenance</u> - Implementing preventive maintenance on the sweeper on specified maintenance schedule. - Change out bristle unit as needed. <u>Conditions</u> Conditions considered favorable for use of the water truck include warm and dry weather conditions. Conditions unsuitable for use of the water truck include freezing temperatures; rainy or snowy weather; and high wind.

Note: Water source for spray systems and water truck is potable water supplied from Narragansett Bay Commission

Operations Subject to PMIC

The PMIC addresses all of the following operations that are conducted at this Facility in order to reduce fugitive emissions. Certain activities are only conducted when Shredder is operating, which currently is not the case.

Operation	**Generally Conducted:**	**Conducted only when Shredder operating?**
Use of Roadways and Other Operating Surfaces	X Yes ☐ No	☐ Yes X No
Metal Management	X Yes ☐ No	☐ Yes X No
DNF Management	☐ Yes X No	X Yes ☐ No

There are no DNF Management and only limited Metal Management operations when Shredder is not operating.

Contents of the PMIC

This PMIC details the mitigation and control practices implemented to reduce fugitive emissions at the Johnston Facility generally and when operating the Shredder specifically. There are no DNF Management and only limited Metal Management operations when Shredder is not operating.

A. Facility Operations

I. Metal Management- This PMIC lists and describes metal management activities engaged in at the Facility and the mitigation and control practices implemented to reduce fugitive emissions from those activities.

II. DNF Management- This PMIC identifies the equipment used in the management of DNF and the mitigation and control practices implemented to reduce fugitive emissions from that equipment.

B. Inbound Material Acceptance Practice – The Facility's Inbound Material acceptance practice consists of 1) having suppliers execute the Scrap Acceptance Agreement; 2) inspecting Inbound Materials; and 3) rejecting Prohibited Materials (See Subsection B below with attached Scrap Acceptance Agreement & Prohibited Materials List) (Inbound Material Acceptance Practice). In the event of a material breach of a supplier's Scrap Acceptance Agreement based on a supplier's Inbound Material containing Prohibited Materialthe Facility will reject such material. In this instance or when the Shredder is operating, if such material results in an Energy Release or other such incident, the Facility will investigate the supplier operation, which may result in a suspension of the purchase of material from this supplier until appropriate corrective measures are identified and implemented.

C. Management Practices to Reduce Fugitive Emissions- This PMIC lists and describes management practices conducted to include preventative maintenance activities and housekeeping to reduce fugitive emissions of particulate matter. The frequency or circumstances where these measures are undertaken (schedule of activity) are also included. See above Description of Control Measures table for further details.

D. Description of Onsite Management and Schedule of Facility Operations – This PMIC describes the onsite management practices used to reduce fugitive emissions, including those during business hours and after the close of business. An approximate schedule of operations is also included.

E. Technical Data – This PMIC contains the Process Flow Diagram (confidential business information), Facility Layout, and Water/ Foam System Check Sheet.

F. Complaint Investigation Protocol

In the event a complaint is received from RIDEM, the Complaint Investigation Form will be timely submitted to RIDEM Office of Compliance and Inspection (by email to David Chopy). The Complaint Investigation Form is attached in PMIC Section F.

A. Facility Operations
I. Metal Management

This PMIC describes metal management operations which include the receipt, on-site transport, collection, sorting, separation, shredding, and storage of metals and metal-containing materials. When the Shredder is not operating such operations consist of the receipt, movement, stockpiling and shipment of Inbound Material.

Section #	Operation	Description of Operation	Type of Fugitive Emission Mitigation or Control Practice
1	Receipt	Inbound Material is received at the Facility scale, then inspected at the Facility for Prohibited Materials. The scale is across Green Earth Avenue from the inspection area.	**Visual inspection**: Loads of Inbound Materials are inspected for Prohibited Materials (See PMIC Section B). See below for use of the Water Truck and/or Sweeping as additional control practices.
2	Material Movement	Inbound Material is transported by truck to the inspection area.	Roadways are paved. **Water Truck & Sweeping**: Use water truck and sweeper for dust suppression on concreted or paved operating areas and on- and off-site roadway areas. See Table entitled Description of Control Measures (the DCM Table) for further details.
3	Inbound Material Inspection & Infeed Material Stockpiling	Inbound Material is inspected. Infeed Material is separated and stockpiled by commodity type (light iron/appliances, auto bodies).	**Water Truck & Sweeping**: see Section 2 above. **Dust Boss**: The Dust Boss is primarily stationed near the Shredder adjacent to the Northern neighboring property but is repositioned based on observation of debris in loads of inbound materials or observation of airborne dust for use in suppressing airborne dust. See the DCM Table for further details, including those conditions potentially requiring and those conditions unsuitable for use of the Dust Boss.
4	Shredding & Metal Separation	Shredding Infeed Material and separating Shred from DNF; moving Infeed Material, Shred and DNF via conveyors.	The Smart Water and Mega Foam injection systems inject water and foam into the Shredder mill when operating to reduce fugitive particulate matter along with enhancing shred quality.

			The 'Drop Out' Box system is utilized to reduce the amount of dust exiting the UMO by facilitating the settling out and collection of particulate matter after it exits the Shredder mill, especially the larger fraction particulate matter. The Dust Boss is used for suppressing airborne dust, primarily around the Shredder when in operation. See the DCM Table for further details on each of these measures. **Conveyor Covers**: Conveyor belts are covered to reduce fugitive emissions from conveyance of separated Shred and DNF "downstream" of the Shredder.
5	Stockpile of Shred & DNF	Shred and DNF is stockpiled for shipment.	The Dust Boss is used for suppressing airborne dust, including around stockpiled material when needed. **Stockpile Covers**: DNF exiting the Shredder system is stockpiled in a covered area to reduce the potential for fugitive dust emissions. (See Technical Data: A. Process Flow Diagram – "Big Top Covers"). Some stockpiles are not covered due to the need for equipmen maneuverability necessary for loading operations. **Stockpile Heights:** Shred and DNF stockpile heights are maintained at 15 feet or less to reduce the potential for windborne particulate matter.

Note: Water source for spray systems and water truck is potable water supplied from Narragansett Bay Commission.

Particulate Matter Interim Control Plan - SMM, Johnston, RI

A.I METAL MANAGEMENT - This PMIC lists the materials stockpiled at the Facility.

Section #	Type of Metal-bearing Material	Generally Conducted:	Stockpiled only when Shredder operating?
1	Light Iron & Appliances	X Yes ☐ No	☐ Yes X No
2	Auto Bodies	X Yes ☐ No	☐ Yes X No
3	Shred	☐ Yes X No	X Yes ☐ No
4	DNF	☐ Yes X No	X Yes ☐ No

Particulate Matter Interim Control Plan - SMM, Johnston, RI

A.I METAL MANAGEMENT - This PMIC identifies the types of metal-containing material being stockpiled. Stockpiled material is regularly processed (when the Shredder is operating) or shipped out, so that stockpile time for any material normally is just a few days at most. Stockpiled material is observed for potential fugitive emissions.

When the Shredder is not operating only Shredder Infeed Material is stockpiled, and only until shipped off-site.

Section #	Description of Material Stockpiled	Fugitive Emission Mitigation or Control Practice
1	Shredder Inbound Material	**Visual inspection**: Loads of Inbound Materials are inspected for Prohibited Materials (See PMIC Section B). When the Shredder is operating, two inspectors monitor Inbound Material, one for Light Iron material and one for end of life vehicles (ELV) material. Otherwise there is one inspector for all material (because the volume is substantially less than when the Shredder is operating). Inspectors are trained to look for Prohibited Material such as propane, petroleum products, and waste (see PMIC Section B).
2	Shredder Infeed Material	The Dust Boss is used for suppressing airborne dust, including around stockpiled material when needed. See the DCM Table for further details.
3	Shred	The Dust Boss is used for suppressing airborne dust, including around stockpiled material when needed. See the DCM Table for further details. **Stockpile Height:** Shred stockpile height is maintained at 15 feet or less to reduce the potential for windborne particulate matter.
4	DNF	The Dust Boss is used for suppressing airborne dust, including around stockpiled material when needed. See the DCM Table for further details. **Stockpile Covers**: DNF exiting the Shredder system is stockpiled in a covered area to reduce the potential for fugitive dust emissions. (See Technical Data: A. Process Flow Diagram – "Big Top Covers"). Not all stockpiles will be covered due to the need for equipment maneuverability necessary for loading operations. **Stockpile Heights:** Shred and DNF stockpile heights are maintained at 15 feet or less to reduce the potential for windborne particulate matter.

Note: Water source for spray systems and water truck is potable water supplied from Narragansett Bay Commission

Metal Recycling and Shredding Operations

II. DNF Management

Only applicable when Shredder is operating.

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A.II DNF MANAGEMENT - This PMIC describes the equipment used for conveyance and stockpiling of DNF.

Section #	Equipment for Managing DNF	DNF Stockpiling	Type of Fugitive Emission Mitigation or Control Practice
1	Downstream DNF Conveyor (ref. Process Flow Diagram)	X Yes ☐ No	**Water Spray**: Water is sprayed on DNF conveyor by water spray nozzles while the conveyor is in operation (ref Technical Data: Process Flow Diagram). **Conveyor Covers**: Conveyor belts are covered to reduce fugitive emissions from conveyance of separated Shred and DNF "downstream" of the Shredder.
2	Mobile material handling when moving DNF from discharge pile. (ref. Facility Layout)	X Yes ☐ No	**Stockpile Covers**: DNF exiting the Shredder system is stockpiled in a covered area to reduce the potential for fugitive dust emissions. **Stockpile Height:** The DNF stockpile height is maintained at 15 feet or less to reduce the potential for windborne particulate matter. The Dust Boss is used for suppressing airborne dust, including around DNF loading when needed. Roadways are paved. **Water Truck & Sweeping**: Use water truck and sweeper for dust suppression on concreted or paved operating areas, including the DNF truck loading area. See the DCM Table for further details
3	Mobile material handling for loading DNF into trucks from loading stockpile.	X Yes ☐ No	The Dust Boss is used for suppressing airborne dust, including around DNF loading when needed. Roadways are paved. **Water Truck & Sweeping**: Use water truck and sweeper for dust suppression on concreted or paved operating areas, including the DNF truck loading area. See the DCM Table for further details

Note: Water source for spray systems and water truck is potable water supplied from Narragansett Bay Commission

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B. Inbound Material Acceptance Practice (Scrap Acceptance Agreement for recyclable metal suppliers & Prohibited Materials List)

SIMS METAL MANAGEMENT	SCRAP ACCEPTANCE AGREEMENT	
Connecticut, Rhode Island, Mass.	Revision Date: April 2018	Page 1of 1

SELLER			RECEIVER
Company Name:		Legal Name:	SMM New England Corporation
Person Signing:		Doing business as:	Sims Metal Management
Title:		Address:	234 Universal Drive North Haven, CT 06473
Street Address:		Effective Date:	
City, State, Zip		NMVITIS Number:	

This Scrap Acceptance Agreement ("Agreement") is entered into on the Effective Date set out above ("Effective Date") between the "Seller" and "Receiver" named above, dba Sims Metal Management under the following terms and conditions. The initial term of this Agreement shall commence upon the Effective Date and shall expire two years after the Effective Date, after which time a new Agreement should be executed; but if not so executed this Agreement shall be automatically extended on a year-to-year basis, on the terms and conditions set forth herein, until such time as the new Agreement is executed.

1) **PURCHASE CONTRACT; MATERIAL ACCEPTANCE: This is not an agreement for the purchase or sale of recyclable materials ("Materials"). These are terms and conditions which apply to and are incorporated in any and all Weighmaster Certificates.** Purchase Contracts and other such agreements (each a "Contract") Receiver agrees to buy Materials only upon each issuance to Seller of a Contract for the purchase of such Material and at the price specified therein, in accordance with the terms and conditions of both the front and reverse sides of that Contract, and of this Agreement, incorporated therein whether or not referred to therein. Receiver shall not be deemed to have accepted the Material purchased in accordance with this Agreement until such Material has been approved by Receiver at Receiver's facility. Receiver reserves the right to reject at any time any Material or load of Material not conforming to the quality and other requirements of SMM or this Agreement; whereby Seller shall remove from the Receiver's facility any such rejected Material and/or load containing such Material, at Seller's sole cost and risk. Under no circumstances will title to any Material transfer to Receiver which is not as warranted, certified or conforming to this Agreement.

2) **SELLER OF WHOLE AUTOMOBILES REQUIRING DEPOLLUTION ("ARD"):** Seller of one or more **whole automobiles** requiring depollution **is not required to remove prior to delivery any fluids or components ordinarily contained in an operating vehicle** ("ARD Materials"), including fuel, motor oil, coolant, refrigerant), batteries, mercury convenience light switches, and air bag canisters.

3) **ALL SELLERS:** For all Sellers (except for ARD Materials (for ARD Sellers)):
   a) **SELLER SHALL INSPECT FOR HAZARDOUS MATERIAL PRIOR TO DELIVERY:** Seller shall inspect prior to delivery and shall not tender to Receiver any Materials which are considered hazardous or toxic materials, substances, or wastes under any applicable Law (as defined herein), including without limitation any of those Prohibited Materials described in Exhibit A, attached hereto and incorporated herein by reference ("Hazardous Material"). Seller certifies that the Material is exempt from regulation as a hazardous waste in accordance with all applicable federal, state, and local laws, regulations and requirements, and any guidance and interpretation by any applicable regulatory agency and any orders and decisions of any applicable court (each and all a "Law.
   b) **SELLER SHALL EVACUATE REFRIGERANT FROM ALL MATERIALS PRIOR TO DELIVERY:** Seller certifies that all refrigerants (including without limitation chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), and hydrofluorocarbons (HFCs), or non-exempt refrigerant substitutes (and other non-CFC replacement refrigerants), and all other Class I and II substances, as defined in 40 Code of Federal Regulations Part 82, Subpart F, pursuant to §608 of the federal Clean Air Act, as amended) that have not leaked previously will be properly removed and recovered from all appliances or shipments of appliances (including without limitation motor vehicle air conditioners) to be delivered under the Contract and this Agreement prior to the delivery of those appliances to Receiver. Seller further certifies that Seller either will recover any remaining refrigerant from all appliances or shipments of appliances (including without limitation motor vehicle air conditioners) to be delivered under the Contract and this Agreement in accordance with 40 CFR Part 82.155(a) prior to the delivery of those appliances to Receiver, or verify that the refrigerant had been properly recovered prior to receipt by the Seller. In addition, Seller certifies that all PCB small capacitors as defined in 40 CFR Part 761.3, DEHP and other metal-encased capacitors (and other encapsulated PCBs or DEHP), batteries, used oil, liquids, auto convenience-lighting and non-automotive mercury switches and temperature control devices, unspent sodium azide canisters, and all other hazardous waste will be removed from all appliances or shipments of appliances and motor vehicles prior to delivery under the Contract and this Agreement and disposed of in accordance with Law. Seller is solely responsible for the condition and cleanup of the Material and any releases therefrom.

4) **INDEMNITY:** Seller agrees to defend, indemnify, release, and hold harmless Receiver and its owners, affiliates, and employees (each an "Indemnitee"), from and against any claim, penalty, fine, fee, cost, expense (including attorneys' and expert fees), loss, obligation, damages, enforcement actions, or any other liability of any kind sustained by any Indemnitee resulting or arising directly or indirectly, in whole or in part, from any breach of this Agreement or any certification herein by Seller or any act or omission of Seller, its subcontractor(s), or any of their respective employees or agents. All warranties, certifications, indemnities, and other obligations made by Seller shall survive the expiration of this Agreement.

5) The undersigned individual signing on behalf of Seller represents and certifies that he or she is duly authorized by the Seller to sign this Agreement and certification on behalf of Seller. Any acknowledgment or confirmation issued by Seller regarding any Contract or this Agreement shall be deemed as issued solely for administrative purposes but in no event shall any terms or conditions thereon govern.

AGREED: SELLER (as named above)

Authorized Signature: _____

Date: _____

AGREED: SIMS METAL MANAGEMENT

Signature: _____

Date: _____

SIMS METAL MANAGEMENT	EXHIBIT A PROHIBITED MATERIALS	
	Date of Most Recent Revision: September 2016	Page 1 of 1

The following materials are prohibited from acceptance at SMM Facilities, *except by special arrangement with SMM:*	
1	**Non-Recyclable Materials of any kind**, including asphalt, concrete, debris, dirt, rags, tires, trash;
2	**Non-Hazardous Free-flowing Liquids** including water;
3	**Hazardous Free-flowing Liquids** including gasoline, diesel fuel, motor oil, hydraulic fluids, anti-freeze, oil, paint, anti-freeze or other lubricants or petroleum products, except as typically contained in whole automobiles purchased by SMM for processing following vehicle depollution;
4	**Flammable and Combustible Materials**;
5	**Corrosive Materials** such as soda ash or lead-acid batteries;
6	**Radioactive Materials** of any type (e.g., military scrap, medical scrap, thickness measuring devices);
7	**Explosive Materials** or potentially explosive materials of any type, such as munitions scrap (e.g., ammunition, shells);
8	**Chemicals or Poisons** in solid, powder, liquid, or gaseous form (e.g., fertilizers);
9	**Infectious Materials** (generally placed in red bags or marked by the "infectious" symbol);
10	**Pressurized Containers or Cylinders** including propane tanks, compressed gas tanks, aerosol cans, or extinguishers, except if the cylinder has been certified as properly vented;
11	**Closed Containers Formerly Containing Non-Hazardous Materials,** including bulk storage tanks and process vessels;
12	**Containers Formerly Containing Hazardous Materials** including drums, bulk storage tanks, process vessels, paint cans and/or aerosol cans except if the containers are certified as empty per applicable law and cut open and can be inspected to verify that they are empty in accordance with SMM's empty container requirements.
13	Any Materials Containing **CFCs, HCFCs or Refrigerant Substitutes**;
14	**PCB-containing materials** (e.g., capacitors, ballasts and transformers);
15	**Asbestos–containing materials (ACM)**, such as pipe insulation or surfacing materials.
16	**Mercury-containing materials** (e.g. switches, fluorescent or mercury vapor lights/fixtures/bulbs, thermostats), except as contained in whole cars SMM purchased for vehicle depollution.
17	**Cathode ray tubes** (CRTs), liquid crystal displays (LCDs) or any device containing a CRT or LCD (e.g. computer monitor, laptop screen or television set), except at a designated Electronic Material receiving area.
18	**Hazardous Waste** – Any Material containing hazardous or toxic substances or wastes.
REQUIREMENTS FOR CERTAIN COMMODITIES ACCEPTED BY SIMS METAL MANAGEMENT	
Automobiles must have the following removed prior to delivery (except whole automobiles purchased by SMM for processing following vehicle depollution): fluids (e.g., fuel, motor oil, coolant, refrigerant, hydraulic fluids) to the extent practicable or otherwise required by law, batteries, leaded battery cable ends, mercury convenience light switches, other mercury containing devices as required by law (e.g., in certain states mercury headlamps, back lit displays), and air bag canisters as required by law.	
Lead Acid Batteries are accepted at most SMM facilities unless cracked, broken, burned or with missing caps.	
California – certain "Materials Requiring Special Handling" may remain in certain appliances if the SMM facility is serving as **Certified Appliance Recycler** for those materials.	
Electronic Material – Each State has its own requirements regarding which of this material may be accepted and under what requirements, e.g. in California a facility may accept certain "electronic devices" as "Universal Waste."	

C. Management Practices to Reduce Fugitive Emissions

C.1 ROADWAYS AND OTHER OPERATING SURFACES - This PMIC describes the facility's management practices to reduce fugitive emissions from roadways and other operating surfaces.

	Section #	Management Practices to Reduce Fugitive Emissions	Schedule of Activity
ROADWAY AND OTHER OPERATING SURFACES	1	All internal roadways are paved. Sweeping and watering of internal roadways and operating surfaces. Visual inspection of incoming truck loads of Inbound Material to determine if watering is needed prior to or during unloading.	**Daily Water Truck & Sweeping**: Use water truck and sweeper for dust suppression on concreted or paved operating areas and on-site roadway areas. **Dust Boss**: The Dust Boss may be repositioned at any time based on observation of debris in loads of inbound materials or observation of airborne dust for use in suppressing airborne dust.
	2	Sweeping of off-site roadway (Green Earth Avenue).	**Daily Sweeping**: Use sweeper for dust suppression on off-site roadway.
	3	Posted speed limit of 5 mph for vehicles inside Facility.	Slower traffic is less likely to stir up dust.
	4	Employee Training – Fugitive Dust Management.	Training in the implementation of the PMIC, initially and for new employees and annually thereafter. Document training.

Note: Water source for spray systems and water truck is potable water supplied from Narragansett Bay Commission

C.2METAL MANAGEMENT - This PMIC describes the Facility's management practices to reduce fugitive emissions. Shredder, Downstream and DNF Stockpile practices only apply when the Shredder is operating.

	Section #	Management Practices to Reduce Fugitive Emissions	Schedule of Activity
RECEIPT	1	**Visual inspection**: Loads of Inbound Materials are inspected for Prohibited Materials (See PMIC Section B). When the Shredder is operating, two inspectors monitor Inbound Material, one for Light Iron material and one for ELV material. Otherwise there is one inspector for all material (because the volume is substantially less than when the Shredder is operating). Inspectors are trained to look for Prohibited Material such as propane, petroleum products, and waste (see PMIC Section B).	Every load of Inbound Material
MOVEMENT	2	All internal roadways are paved. Sweeping and watering of internal roadways and operating surfaces. Visual inspection of incoming truck loads of Inbound Material to determine if watering is needed prior to or during unloading.	**Daily Water Truck & Sweeping**: Use water truck and sweeper for dust suppression on concreted or paved operating areas and on-site roadway areas. **Dust Boss**: The Dust Boss may be repositioned at any time based on observation of debris in loads of inbound materials or observation of airborne dust for use in suppressing airborne dust.
INBOUND MATERIAL SEPARATION	3	Inspectors direct incoming trucks to deposit loads of Inbound Material into appropriate stockpiles. **Dust Boss**: The Dust Boss may be repositioned based on observation of debris in loads of inbound materials or observation of airborne dust for use in suppressing airborne dust.	Every load of Inbound Material At any time, as needed.
SHREDDER	4	The Smart Water and Mega Foam injection systems inject water and foam into the Shredder mill when operating to reduce fugitive particulate matter along with enhancing shred quality. The 'Drop Out' Box system is utilized to reduce the amount of dust exiting the UMO by facilitating the settling out and collection of particulate matter after it exits the Shredder mill, especially the larger fraction particulate matter.	Water/Foam system is used at all times during Shredder operation. The foam and water spray systems are inspected prior to Shredder operation. Spray nozzles are inspected for evidence of blockage and if needed, cleaned or replaced to resume desired spray.

		The Dust Boss is used for suppressing airborne dust, primarily around the Shredder when in operation. See the DCM Table for further details on each of these measures. **Conveyor Covers**: Conveyor belts are covered to reduce fugitive emissions from conveyance of separated Shred and DNF "downstream" of the Shredder.	
DOWNSTREAM SEPARATION	5	Water and foam added when the Smart Water and Mega Foam injection systems inject water and foam into the Shredder mill are absorbed by DNF, reducing potential for fugitive emissions. **Water Spray Bars:** along the Downstream conveyor system as shown in the below Process Flow Diagram. **Conveyor Covers**: Conveyor belts are covered to reduce fugitive emissions from conveyance of separated Shred and DNF "downstream" of the Shredder.	**Water & Foam & Water Spray Bars**: In use whenever Shredder is in operation.
INFEED MATERIAL/ SHRED/DNF STOCKPILING	SEE STOCKPILE MANAGEMENT SECTION		

Note: Water source for spray systems and water truck is potable water supplied from Narragansett Bay Commission

C.3 DNF MANAGEMENT – Only applicable when Shredder is operating - This PMIC describes the facility's management practices to reduce fugitive emissions from conveyor movement of and stockpiling DNF.

	Section #	Activity	Management Practices to Reduce Fugitive Emissions	Schedule of Activity
DNF MANAGEMENT	1	Conveying DNF	Water and foam added when the Smart Water and Mega Foam injection systems inject water and foam into the Shredder mill are absorbed by DNF, reducing potential for fugitive emissions. **Water Spray Bars:** along the Downstream conveyor system as shown in the below Process Flow Diagram. **Conveyor Covers**: Conveyor belts are covered to reduce fugitive emissions from conveyance of separated Shred and DNF "downstream" of the Shredder.	**Water & Foam & Water Spray Bars**: In use whenever Shredder is in operation.
	2	Stockpiling DNF	Water/foam are absorbed by DNF exiting the Shredder and Downstream System, reducing potential for fugitive emissions during stockpiling of DNF. The Dust Boss is used for suppressing airborne dust, including around stockpiled material when needed. **Stockpile Covers**: DNF exiting the Shredder system is stockpiled in a covered area to reduce the potential for fugitive dust emissions. Some stockpiles are not covered due to the need for equipment maneuverability necessary for loading operations. **Stockpile Heights:** The DNF stockpile height will be maintained at 15 feet or less to reduce the potential for windborne particulate matter.	**Water & Foam & Water Spray Bars**: In use whenever Shredder is in operation. **Dust Boss**: The Dust Boss may be repositioned at any time, based on observation of airborne dust.

Note: Water source for spray systems and water truck is potable water supplied from Narragansett Bay Commission

C.4 STOCKPILE MANAGEMENT - This PMIC describes the facility's stockpile management practices to reduce fugitive emissions from stockpiled Inbound Material, and when Shredder is operating Infeed Material, Shred and DNF.

Note: Shred and DNF stockpile heights are maintained at 15 feet or less to reduce the potential for windborne dust. Only stockpiling delivered Scrap applies when Shredder is not operating.

Types of Stockpiling	Section #	Management Practices to Reduce Emissions	Schedule of Activity
Stockpiling Inbound Material	1	**Visual inspection**: Loads of Inbound Materials are inspected for Prohibited Materials (See PMIC Section B). When the Shredder is operating, two inspectors monitor Inbound Material, one for Light Iron material and one for ELV material. Otherwise there is one inspector for all material (because the volume is substantially less than when the Shredder is operating). Inspectors are trained to look for Prohibited Material such as propane, petroleum products, and waste (see PMIC Section B).	Every load of Inbound Material
Stockpiling Infeed Material		The Dust Boss is used for suppressing airborne dust, including around stockpiled material when needed.	The Dust Boss may be repositioned at any time, based on observation of airborne dust.
Stockpiling Shred	2	The Dust Boss is used for suppressing airborne dust, including around stockpiled material when needed. See the DCM Table for further details. **Stockpile Height:** Shred stockpile height is maintained at 15 feet or less to reduce the potential for windborne particulate matter.	The Dust Boss may be repositioned at any time, based on observation of airborne dust.
Stockpiling DNF	3	The Dust Boss is used for suppressing airborne dust, including around stockpiled material when needed. See the DCM Table for further details. **Stockpile Covers**: DNF exiting the Shredder system is stockpiled in a covered area to reduce the potential for fugitive dust emissions. (See Technical Data: A. Process Flow Diagram – "Big Top Covers"). Not all stockpiles will be covered due to the need for equipment maneuverability necessary for loading operations. **Stockpile Heights:** Shred and DNF stockpile heights are maintained at 15 feet or less to reduce the potential for windborne particulate matter.	The Dust Boss may be repositioned at any time, based on observation of airborne dust.

D. Onsite Management Personnel

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Onsite Management Personnel

This PMIC designates when personnel are available to observe for fugitive emissions from Shredding and other activities during schedule of facility operations. Shredder-related operations only in effect when the Shredder is operating.

Section #	Operations	Onsite Personnel to Observe for Fugitive Emissions DURING Business Hours
1	**Roadways and Other Operating Surfaces**	X Yes ☐ No
2	**Metal Management**	X Yes ☐ No
3	Inbound Material Receipt	X Yes ☐ No
4	Inbound Material Movement	X Yes ☐ No
5	Inbound Material Inspection & Separation	X Yes ☐ No
6	Inbound Material Stockpiling	X Yes ☐ No
7	Infeed Material Stockpiling	X Yes ☐ No
8	Shredding & Downstream Movement	X Yes ☐ No
9	Stockpile of Shred	X Yes ☐ No
10	Stockpile of DNF	X Yes ☐ No
11	**DNF Management**	X Yes ☐ No

PMIC Training - This PMIC lists employee training pertaining to management practices and work practice standards to reduce the risk of fugitive emissions from shredding operations [which only apply when the Shredder is operating]. Training will be documented, with documentation to include the date of training, personnel trained and their signatures, and a general description of the training. A copy of the training documentation will be maintained at the facility (in hard copy or electronic format) and made available for review by RIDEM upon request.

Section #	Employee Training
1	New and rehired employees will receive an initial training on the PMIC as part of new employee orientation process.
2	All current operators, supervisors and managers have received PMIC training regarding practices to reduce the risk of fugitive emissions.
3	Prohibited Materials training is provided to new employees and annually as part of the site training schedule.
4	Sweeping and housekeeping training is provided to Facility operations employees upon hire and annually in accordance with the site training schedule.
5	Daily toolbox talks are also conducted with employees covering topics including housekeeping.

E. Technical Data

1. *Process Flow Diagram* – Indicate the flow of materials used and identify the processes, abatement and controls to minimize emissions beginning from material receipt to production and shipment of Shred & DNF.

2. *Facility Layout* – This site plan shows locations of activities and equipment at the Facility.

3. *Water/Foam System Check Sheet*

A copy of completed Water/Foam System Check Sheets will be maintained at the facility (in hard copy or electronic format) and made available for review by RIDEM upon request.

Note: All of the equipment in the PFD and the Water/Foam System Check Sheet, and most of the layout shown in the Facility Layout relate to Shredder operations, which are not applicable when the Shredder is not operating.

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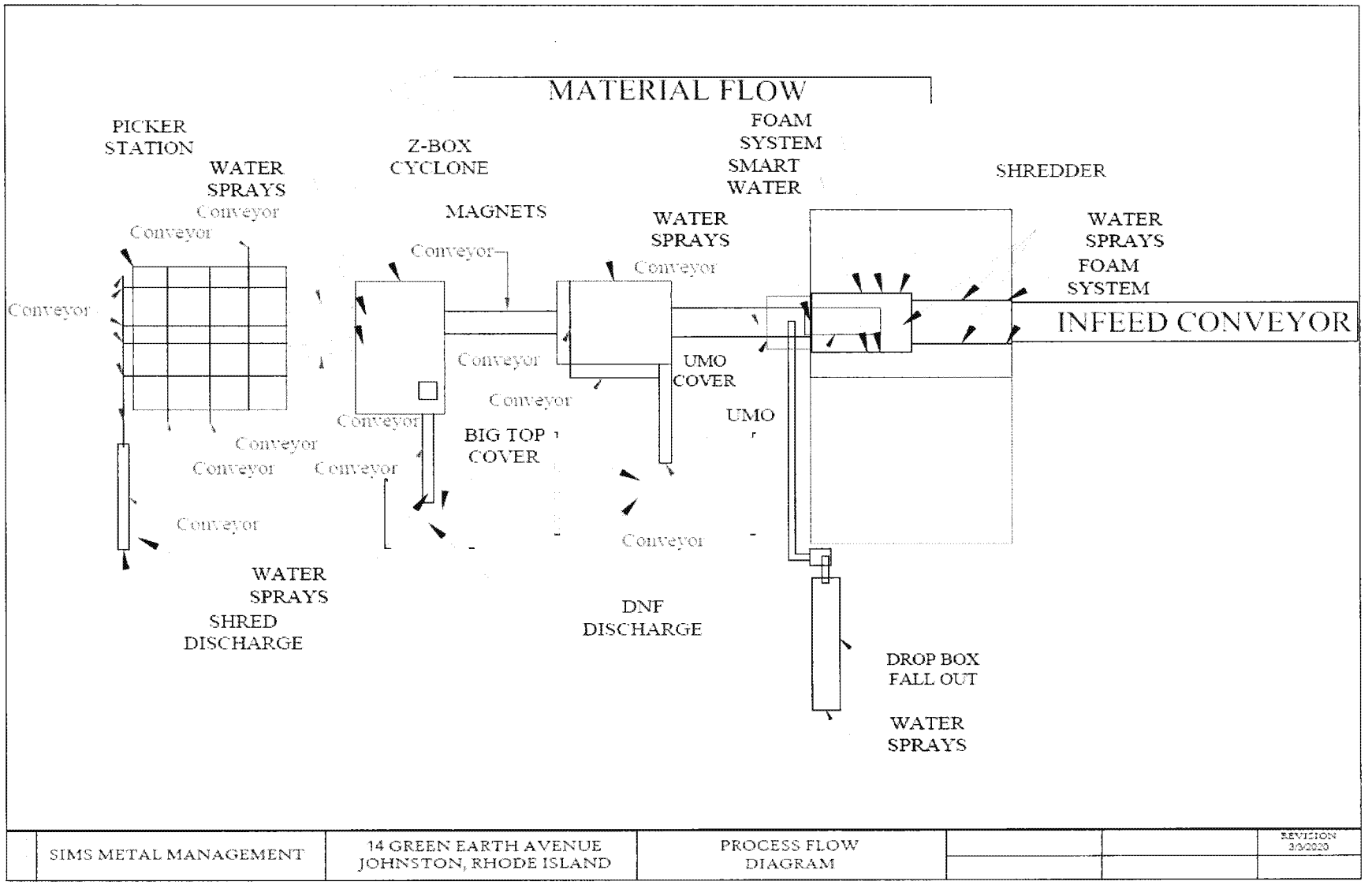
1. Process Flow Diagram - Confidential Business Information



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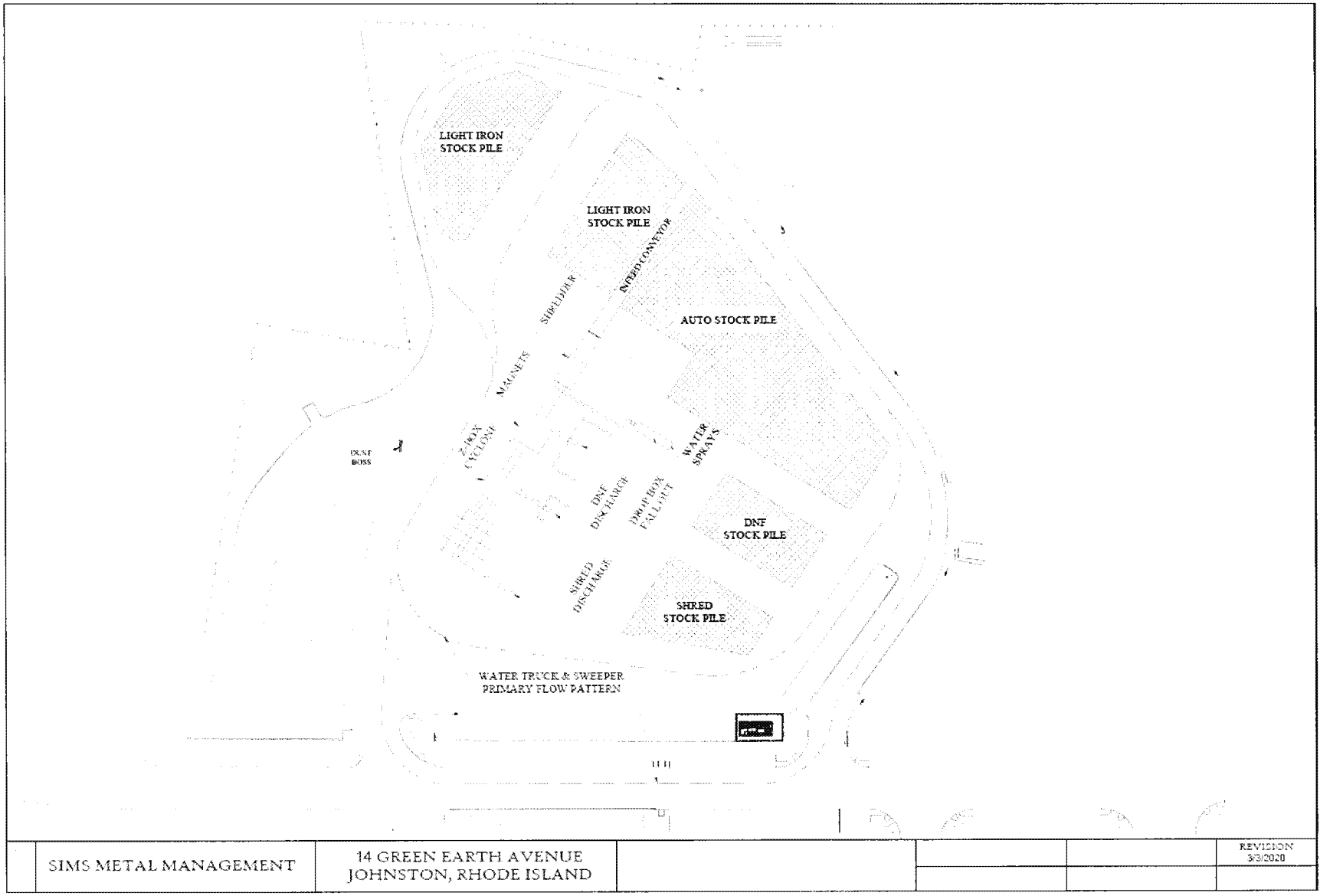
2. Facility Layout



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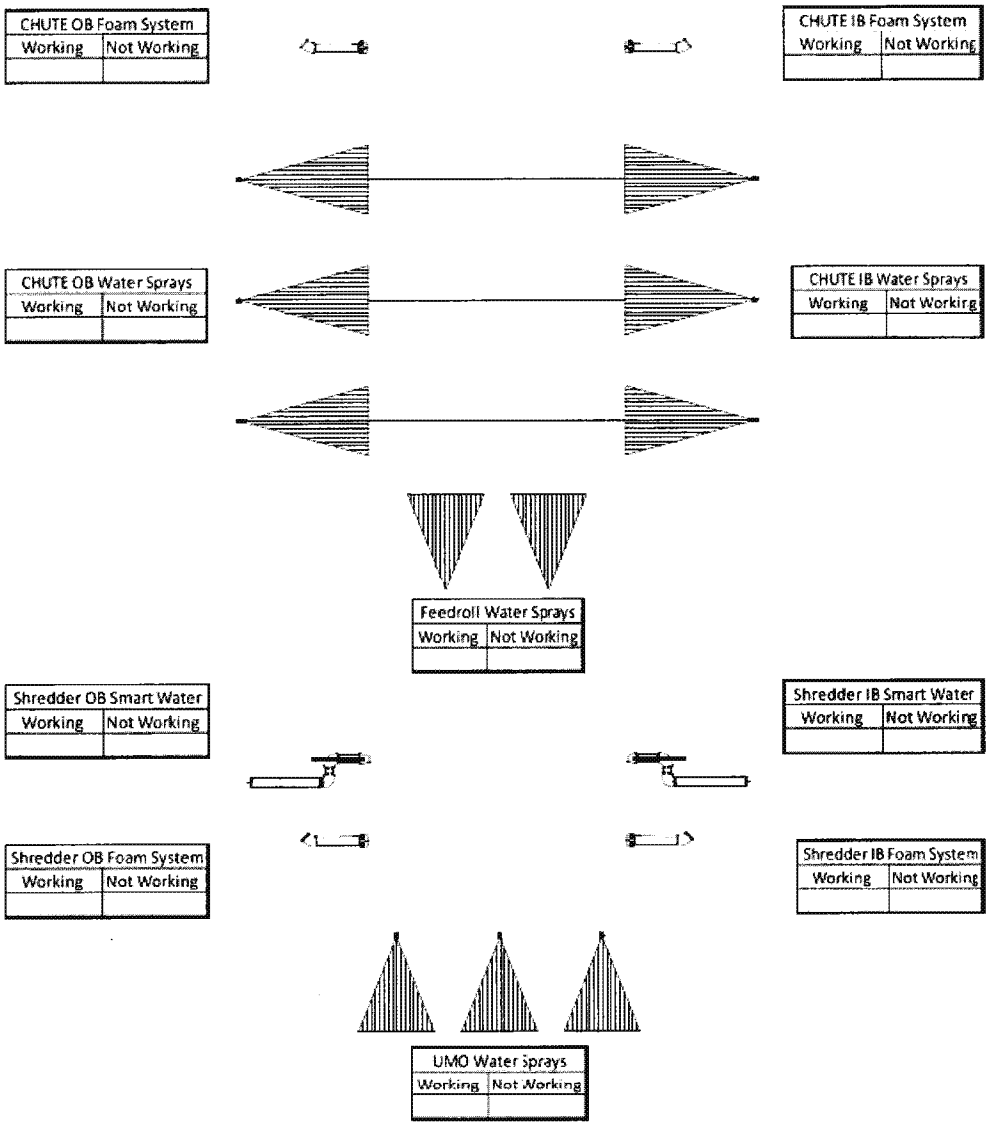
3. Water/Foam Systems Check Sheet

INSPECTOR _____ DATE _____
PRINT NAME



Notes _____

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F. Complaint Investigation Protocol

In the event a complaint is received from RIDEM, the Plant Manager (and/or Shredder Manager if the Shredder is in operation) will initiate an investigation:

- The investigation will consist of an evaluation of relevant activities, site conditions, weather data, stockpiled materials, and equipment, and interviews with relevant personnel.
- Based upon investigation results, if the complaint is validated, root cause(s) and corrective actions will be identified, and corrective actions implemented as needed.
- Investigations will be documented utilizing the Rhode Island Department of Environmental Management Complaint Investigation Form (see below).
- The investigation form will be timely submitted to RIDEM Office of Compliance and Inspection as noted above.
- A copy of the investigation form will be retained on file at the facility.

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RHODE ISLAND DEPARTMENT
OF ENVIRONMENTAL MANAGEMENT

COMPLAINT INVESTIGATION FORM

This form must be completed by the plant manager and submitted to the Department of Environmental Management (DEM) within 3 business days of the facility's receipt of a complaint from DEM regarding the facility's operation. If additional space is needed please attach additional pages. **Do not leave any sections uncompleted.**

1. Explain in detail the actions taken to investigate the complaint:

   _____
   _____
   _____
   _____
   _____
   _____

2. What were the meteorological conditions at the time the complainant stated that the issue was occurring? (include print out from the facility's weather monitoring station)

   _____
   _____
   _____

3. Was the facility operating the shredder at the time the complainant stated that the issue was occurring?

   _____
   _____

4. What were the findings of the investigation?

   _____
   _____
   _____
   _____
   _____

5. Were changes made to practices or procedures at the facility as a result of the investigation? If so, describe what was changed.

   _____
   _____
   _____

Plant Manager's signature: _____ Date: _____

RIDEM Office of Compliance and Inspection; Attn David Chopy *(david.chopy@dem.ri.gov)*.

Appendix

If additional information is to be included in the PMIC, identify the associated Appendix # as "*#*" in the text box of the specific table.

In the table below, note the Appendix # and provide the Page # and Section # of the PMIC where the material references.

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