determined using Method 5 (40 C.F.R. Part 60 Appendix A) and EPA Method 202 (40 C.F.R. Part 51 Appendix M). Compliance with this limit shall be measured by a stack test which SGCI shall conduct no later than twelve (12) months after the date control is required in Table 5 and once per Calendar Year thereafter.

g. Ruston Furnace #2 PM Emission Limits – By no later than December 31, 2012, SGCI shall comply with a PM emission limit of 76.8 tons of total PM per year for Ruston Furnace #2, calculated on a Calendar Year basis. Compliance with the limit shall be demonstrated by conducting an annual stack test using EPA Method 5 and Method 202 (40 C.F.R. Part 60 Appendix A). Initial testing shall be conducted before December 31, 2012, and once each Calendar Year thereafter. Compliance with the annual ton per year limit shall be calculated by using the following equation:

$$PM = \left[\frac{PastTest \times 1stProd}{2000}\right] + \left[\frac{NewTest \times 2ndProd}{2000}\right]$$

Where: PM = PM Emissions (tpy)

PastTest = Last Source test result (lb/ton).

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

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

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

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

h. Wilson PM Emission Limits – By no later than December 31, 2012, SGCI shall comply with a PM emission limit of 172.5 tons of total PM per year for Wilson Furnaces #28 and #29 combined, calculated on a Calendar Year basis. Compliance with this limit shall be demonstrated with annual stack tests using EPA Method 5 and Method 202 (40 C.F.R. Part 60 Appendix A). Initial testing shall be conducted before December, 31, 2012, and once each Calendar Year thereafter. Compliance with the annual ton per year emission limit shall be calculated by summing the results of the following equation for each Furnace:

$$PM = \left[\frac{PastTest \times 1stProd}{2000}\right] + \left[\frac{NewTest \times 2ndProd}{2000}\right]$$

Where: PM = PM Emissions (tpy)

PastTest = Last Source test result (lb/ton).

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

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

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

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

i. Existing State/Local Limits – The limits in Paragraph 9 do not replace any current State/local limits and do not relieve SGCI of its obligation to comply with those limits.

j. Where a Facility has more than one Furnace routed to the same stack and subject to the same emission limits, compliance with the limits on each Furnace set forth herein shall be determined using the following equation:

$$PM\ Emission\ Rate = \frac{(lbs\ of\ PM\ from\ ST)}{Daily\ production\ (tons)} \times \frac{24\ hours}{source\ test\ length\ (hrs)}$$

Where: PM Emission Rate = PM Emissions rate (lb PM/ton glass)

Lbs of PM from ST = The pounds of PM measured during the entire length of the source test (including all runs).

Daily production = The amount of glass produced on all Furnaces during the Day of the source test.

Source test length = Length of the entire source test (including all runs), in hours.

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If the resulting number is below the limit set forth on each Furnace individually, then all included Furnaces are in compliance. If the resulting number is above the limits set forth on each Furnace individually, then all included Furnaces are in noncompliance.

k. Where a Facility has more than one Furnace subject to the same emission limit, but routed to different stacks, compliance with the pounds per ton stack test limits set forth herein may be determined by averaging the emissions from Furnaces subject to the same emission limit at a given Facility. The average of the stack test results would be calculated on a weighted average by taking the source test from each unit and multiplying by the actual production of that unit in that year and dividing by the total Facility-wide production for that year. Then the resulting weighted numbers would be calculated for each additional Furnace and added together to calculate the combined pounds of emissions per ton of glass for the Facility.

l. Compliance with the New Source Performance Standards (NSPS)

i. Some of SGCI's existing Furnaces are already subject to 40 C.F.R. Part 60, Subpart CC. On the dates specified in this Paragraph 9.l., SGCI's remaining Furnaces shall be "affected facilities" pursuant to 40 C.F.R. Part 60, Subpart CC.

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ii. Ruston Furnace #1, Port Allegany Furnaces #1 and #3, Henderson Furnace #2, Waxahachie, and Sapulpa Furnace #50, will be "affected facilities" under 40 C.F.R. Part 60, Subparts A and CC, 180 Days after installation and certification of the Continuous Opacity Monitoring System (COMS).

iii. Seattle Furnace #4, which already has a COMS, will become an "affected facility" under 40 C.F.R. Part 60, Subparts A and CC, within 180 Days of the Date of Entry.

iv. Dolton Furnaces #1, #2, and #3 shall become "affected facilities" under 40 C.F.R. Part 60, Subparts A and CC, 180 Days after installation of the Dry Scrubber/ESP and SCR, but no later than December 31, 2014.

v. Furnaces installing an ESP or CCSS shall become "affected facilities" under 40 C.F.R. Part 60, Subparts A and CC, 180 Days after the compliance dates specified in Table 5.

vi. SGCI must certify for any Furnace that became an "affected facility" in that year, whether the Furnace is in compliance with 40 C.F.R. Part 60, Subparts A and CC in the annual report for the year.

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10. **Abnormally Low Production Rate Days -** The following values shall be used to determine Abnormally Low Production Rate Days for each Furnace.

Table 6 – Abnormally Low Production Rate Day Thresholds	
Facility and Furnace	**Abnormally Low Production Rate Day Threshold * (tons/day)**
Milford, MA – Furnace #15	105
Milford, MA – Furnace #16	102
Port Allegany, PA – Furnace #1	73
Port Allegany, PA – Furnace #3	99
Henderson, NC – Furnace #1	112
Henderson, NC – Furnace #2	116
Wilson, NC – Furnace #28	193
Wilson, NC – Furnace #29	175
Lincoln, IL – Furnace #1	149
Dolton, IL – Furnace #1	102
Dolton, IL – Furnace #2	98
Dolton, IL – Furnace #3	95
Dunkirk, IN – Furnace #1	175
Dunkirk, IN – Furnace #2	193
Burlington, WI – Furnace #6	140
Burlington, WI – Furnace #7	140
Ruston, LA – Furnace #1	103
Ruston, LA – Furnace #2	170
Sapulpa, OK – Furnace #50	126
Sapulpa, OK – Furnace #51	114
Sapulpa, OK – Furnace #52	123
Waxahachie, TX – Furnace #1	114
Pevely, MO – Furnace #20	102
Pevely, MO – Furnace #21	161
Madera, CA – Furnace #1	158
Seattle, WA – Furnace #2	104
Seattle, WA – Furnace #3	90
Seattle, WA – Furnace #4	70
Seattle, WA – Furnace #5	99

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* Unless capacity subsequently increases as authorized by a revised permit limit. If production is increased by a Permit, the Abnormally Low Production Rate Day Threshold would be 35 percent of the new permitted production (or design production, where there is no permitted production) as determined on a daily basis (for the purpose of defining the Abnormally Low Production Rate Day Threshold).

11. **Shut down Units:** The following Furnaces have ceased operations and shall permanently remain closed:

Table 7 – Permanently Closed Furnaces

Carteret, New Jersey – Furnace #1 (only Furnace)
Port Allegany, Pennsylvania – Furnace #2

12. **Good Operation** - At all times, including periods of Abnormally Low Production Rate Days, Furnace Startup, Control Device Startup, Malfunction, Maintenance, and Color Transition, SGCI shall, to the extent practicable, maintain and operate all Furnaces and all control devices in a manner consistent with good air pollution control practice for minimizing emissions.

13. **Maintenance**

a. Scheduled or preventative Furnace Maintenance, including checker raking and burning, shall not exceed ninety-six (96) Operating hours annually and shall be conducted only when any downstream control devices required by this Consent Decree (SCR, Scrubber, CCSS, ESP, etc.), if applicable, are operating.

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b. Control system scheduled or preventative Maintenance – Scheduled or preventative Maintenance of the emission control system shall occur when the Furnace(s) connected to the control system are not Operating. However, for any Calendar Year which is a Continuous Operating Year, scheduled or preventative maintenance may be conducted while the Furnace(s) are Operating. During these Continuous Operating Years, Maintenance lasting greater than twenty-four consecutive hours, shall occur only during Abnormally Low Production Rate Days. Control system Maintenance must be done in compliance with the following:

i. Bypass for the purpose of preventative Maintenance of any SCR shall not exceed 144 hours annually in any Calendar Year.

ii. Bypass of the ESP shall not exceed 144 hours annually in any Calendar Year. Furthermore if the ESP is bypassed, the Scrubber System must be bypassed as well.

iii. Bypass of the Scrubber System shall not exceed 144 hours annually in any Calendar Year. Bypass of the Scrubber System required by the bypass of the ESP shall be included in the 144 hours.

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iv. Bypass of the CCSS shall not exceed 144 hours annually in any Calendar Year.

14. **Source Testing** – Each source test shall be conducted in accordance with the requirements of the specified test method and shall be performed under representative operating conditions and shall not be conducted during periods of Abnormally Low Production Rate Days, Furnace Startup, Control Device Startup, Malfunction of the Furnace or relevant control system, Maintenance of the Furnace or relevant control system, or Color Transition.

15. **Installation, Calibration, Certification, Maintenance, and Operation of CEMS and COMS**

a. In lieu of any parametric monitoring, by no later than the respective dates listed in Table 8 for each Furnace, SGCI shall install, calibrate, certify, maintain, and operate CEMS and/or COMS as specified in Subsection b. through e. of this Paragraph (where a CEMS or COMS is being installed at a Facility where more than one Furnace is routed through a single ESP/Scrubber or CCSS, only one CEMS/COMS unit is required). The CEMS or COMS certification cannot occur during periods of Abnormally Low Production Rate Days, Furnace Startup, Control Device Startup, Malfunction, Maintenance, or Color Transition. SGCI shall commence a

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new CEMS Certification on a particular Furnace on the first Operating Day after each CEMS Certification Event concludes on that Furnace.

Table 8 – Continuous Monitoring Systems

Facility	NO_X CEMs Deadline	SO_2 CEMs Deadline	COMs Deadline (subject to 15.b.)
Madera #1*	Date of Entry	Date of Entry	Date of Entry
Lincoln	Date of Entry	Date of Entry	Date of Entry
Ruston #1	December 31, 2010	December 31, 2010	December 31, 2010
Ruston #2	December 31, 2009	December 31, 2009	Date of Entry
Port Allegany #1	December 31, 2013	December 31, 2009	December 31, 2009
Port Allegany #3	December 31, 2013	December 31, 2009	December 31, 2009
Burlington #6	December 31, 2009	December 31, 2009	Date of Entry
Burlington #7	December 31, 2009	December 31, 2009	Date of Entry
Henderson #1	December 31, 2009	December 31, 2009	Date of Entry
Henderson #2	December 31, 2009	December 31, 2009	December 31, 2009
Wilson #28	December 31, 2010	December 31, 2010	Date of Entry
Wilson #29	December 31, 2010	December 31, 2010	Date of Entry
Milford #15*	December 31, 2010	December 31, 2010	Date of Entry
Milford #16*	December 31, 2015	December 31, 2010	Date of Entry
Dunkirk #1 & #2	December 31, 2012	December 31, 2012	Date of Entry
Waxahachie	December 31, 2013	December 31, 2013	December 31, 2013
Seattle #2	December 31, 2015	December 31, 2015	Date of Entry
Seattle #3	December 31, 2011	December 31, 2011	Date of Entry
Seattle #4	December 31, 2011	December 31, 2011	Date of Entry
Seattle #5	December 31, 2015	December 31, 2011	n/a
Sapulpa #50	December 31, 2011	December 31, 2011	December 31, 2011
Sapulpa #51	December 31, 2011	December 31, 2011	Date of Entry
Sapulpa #52	December 31, 2011	December 31, 2011	Date of Entry
Pevely #20	December 31, 2013	December 31, 2013	Date of Entry

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Pevely #21	December 31, 2013	December 31, 2013	Date of Entry
Dolton #1	December 31, 2014	December 31, 2014	n/a
Dolton #2	December 31, 2014	December 31, 2014	n/a
Dolton #3	December 31, 2014	December 31, 2014	n/a

* Furnaces that currently have a combined stack exhaust.

b. If SGCI chooses to install CCSS on any of the above facilities where CCSS is an option, then it will not have to install COMs on that Furnace. If SCGI installs an SCR on any of the above facilities, then it will not have to install COMS on that Furnace.

c. SGCI shall install, calibrate, certify, maintain, and operate NO_X and SO_2 CEMS as required by Paragraph 15.a. as follows:

i. Subject to Paragraph 15.c.ii., the NO_X and SO_2 CEMS shall monitor continuously and record the hourly NO_X and SO_2 emission concentration (parts per million) during each Operating Day from each Furnace (or Furnaces where more than one Furnace subject to the same emission limit is routed through a common exhaust stack). The CEMS shall calculate and record in units of parts per million of NO_X and SO_2 emitted.

ii. The CEMS shall be installed, calibrated, certified, maintained, and operated in accordance with 40 C.F.R. § 60.13, 40 C.F.R. Part 60 Appendix B (Performance

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Specification 2) and 40 C.F.R. Part 60 Appendix F (Quality Assurance Procedures).

d. Where the Consent Decree requires the use of CEMS to determine an emission rate (pound per ton or ton per year), then SGCI is required to either:

i. Follow requirements set forth above in 15.c. for the CEMS and then use an EPA approved method for calculating flow. In conjunction with the EPA approved flow method calculation, the data acquisition and handling system for the CEMS shall convert the ppm values into pound per hour values where the limit is expressed in pounds of pollutant per ton of glass produced. At the end of each Operating Day, the data acquisition and handling system shall divide the total daily emissions in pounds per day for valid CEMS hourly data by the total tons of glass produced during the Operating Day (reduced proportionally based on the valid CEMS data hours) to describe the pound per ton emission rate for the Operating Day. This number shall be recorded in units of pounds of pollutant per ton of glass produced; or

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ii. Install, calibrate, certify, maintain, and operate NO_X and SO_2 Continuous Emission Rate Monitoring System (CERMS) as follows:

1. The CERMS shall be installed, calibrated, certified, maintained, and operated in accordance with 40 C.F.R. § 60.13, 40 C.F.R. Part 60 Appendix B (Performance Specification 6), and 40 C.F.R. Part 60 Appendix F (Quality Assurance Procedures);
2. SGCI must comply with all monitoring, record keeping and reporting requirements in 40 C.F.R. § 60.13 and 40 C.F.R. Part 60 Appendix B (Performance Specification 6); and
3. In conjunction with the flow rate monitoring device, the data acquisition and handling system for the CEMS shall convert the ppm values into pound per hour values where the limit is expressed in pounds of pollutant per ton of glass produced. At the end of each Operating Day, the data acquisition and handling system shall divide the total daily emissions in pounds per day for valid CEMS hourly

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data by the total tons of glass produced during the Operating Day (reduced proportionally based on the valid CEMS data hours) to describe the pound per ton emission rate for the Operating Day. This number shall be recorded in units of pounds of pollutant per ton of glass produced for the applicable Day.

e. SGCI shall install, calibrate, certify, maintain, and operate a COMS as required by Paragraph 15.a. as follows:

i. SGCI shall install, calibrate, certify, maintain, and operate continuously a COMS during each Operating Day as required by Paragraph 15.a. in accordance with Performance Specification 1 of 40 C.F.R. Part 60 Appendix B; and

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

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V. CIVIL PENALTY

16. SGCI shall pay to the United States and the Affected States the sum of $2,250,000 as a civil penalty, together with interest accruing from the Date of Lodging at the rate specified in 28 U.S.C. § 1961.

17. The United States' portion of the civil penalty shall be paid as follows: (a) SGCI shall pay $575,000 plus interest within thirty (30) Days after the Date of Entry of this Consent Decree; and (b) SGCI shall pay $575,000 plus interest within twelve (12) months after the Date of Entry of this Consent Decree. The civil penalty amount set forth in this Paragraph shall be paid by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice in accordance with written instructions to be provided to SGCI, following the Date of Lodging of the Consent Decree, by the Financial Litigation Unit of the U.S. Attorney's Office for the Western District of Washington, at 5220 United States Courthouse, 700 Stewart Street, Seattle, Washington 981010-1671, (206) 553-7970. At the time of payment, SGCI shall send a copy of the EFT authorization form and the EFT transaction record, together with a transmittal letter, which shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in *United States v. Saint-Gobain Containers, Inc.* (W.D. Wash.), and shall reference the civil action number and DOJ case number 90-5-2-1-06982/1, to the United States in

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accordance with Section XVII of this Decree (Notices); by email to acctsreceivable.CINWD@epa.gov; and by mail to:

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

18. SGCI shall not deduct any penalties paid under this Decree pursuant to this Section or Section XI (Stipulated Penalties) in calculating its federal or State or local income tax.

19. SGCI shall pay the Affected States' portion of the civil penalty to the Affected State listed in Table 9 plus interest per Paragraph 16, if applicable, within thirty (30) Days after the Date of Entry of this Consent Decree in accordance with the instructions in Table 9:

Table 9 – State and Local Penalty Amounts

State	Amount	Payment Instructions
Massachusetts	$ 100,000.00	Payment shall be made by certified or bank check made payable to the "Commonwealth of Massachusetts" and delivered to: Office of the Attorney General, Environmental Protection Division, 1 Ashburton Place, 18th Floor, Boston, MA 02108, Attention: Frederick D. Augenstern, Assistant Attorney General. SGCI shall clearly write on the face of the certified or bank check its federal employer identification number and the words "In the Matter of United States of America, et al. v. Saint-Gobain Containers, Inc. – General Fund.

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Pennsylvania	$100,000.00	Corporate check made payable to the "Commonwealth of Pennsylvania – Clean Air Fund" and mailed to: Air Quality Program Manager, PA Department of Environmental Protection, 230 Chestnut Street Meadville, PA 16335
North Carolina	$100,000.00	Payment should be made directly to the order of the North Carolina Department of Environment and Natural Resources (NCDENR). Enforcement Group Payment Department of Environment and Natural Resources Division of Air Quality 1641 Mail Service Center Raleigh, NC 27699-1641
Illinois	$100,000.00	Certified check or money order payable to "Illinois EPA for deposit into the EPTF" and mailed to: Illinois Environmental Protection Agency Fiscal Services 1021 North Grand Avenue East P. O. Box 19276 Springfield, IL 62794-9276
Indiana	$100,000.00	The check should be made out to the: "Environmental Management Special Fund" and shall be mailed to: Indiana Department of Environmental Management Cashier - Mail Code 50-10C 100 North Senate Avenue Indianapolis, IN 46204-2251
Wisconsin	$100,000.00	Certified check payable to: "State of Wisconsin Department of Justice" and mailed to: Wisconsin Department of Justice Attention: Thomas Dawson 17 West Main Street Madison, Wisconsin 53707-7857

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Oklahoma Department of Environmental Quality	$100,000.00	Check payable and mailed to: Oklahoma Department of Environmental Quality Finance and Human Resources Management P.O.Box 2036 Oklahoma City, OK 73101 Attention: Accounts Receivable
Louisiana	$100,000.00	Certified check payable to the "Louisiana Department of Environmental Quality" and mailed to: Darryl Serio Fiscal Director Office of Management and Finance LDEQ P.O. Box 4303 Baton Rouge, Louisiana 70821-4303
Missouri	$100,000.00	Certified check payable to the "State of Missouri (Jefferson County Treasurer)" and mailed to: Jo Ann Horvath Office of the Attorney General P. O. Box 899 Jefferson City, MO 65102-0899
Washington	$20,000.00	Make check payable to: Department of Ecology. The Memorandum on the check should reference NR0900800 and "Saint-Gobain Settlement." Mail the check to: Department of Ecology Cashiering Unit P.O. Box 47611, Olympia, WA 98504-7611
Puget Sound Clean Air Agency	$80,000.00	Check payable to "Puget Sound Clean Air Agency": Dennis McLerran Executive Director Puget Sound Clean Air Agency 1904 3rd Ave, Suite 105 Seattle WA USA 98101

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San Joaquin Valley Air Pollution Control District	$100,000.00	The description of the payment should be: St Gobain Consent Decree Payment. The settlement payment would be sent to: Phil Jay District Counsel San Joaquin Valley Air Pollution Control District 1990 East Gettysburg Avenue Fresno, CA 93720-0244

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

VI. SUPPLEMENTAL ENVIRONMENTAL PROJECTS

21. State Supplemental Environmental Project (SEP) – Tulsa, Oklahoma SEP – In accordance with the requirements set forth in this Section, on or before 30 days after Entry of this Consent Decree, SGCI will pay $250,000 into the NO_X Emissions – Tulsa Air Shed Revolving Fund, to be established by the Oklahoma DEQ, for the purpose of funding the reduction of NO_X emissions in the Tulsa, Oklahoma air shed.

22. Millville, New Jersey SEP –

a. SGCI currently owns approximately 156.95 tpy SO_2 and 46.15 tpy TSP Creditable Emission Reduction (CERs) associated with the permanent

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shutdown of two glass Furnaces at its Millville facility, formerly located at 328 South Second Street, Millville, New Jersey. SGCI agrees that it will not transfer, sell, or use any SO_2, TSP, PM or $PM_{2.5}$ emission credits or allowances associated with its Millville facility. SGCI agrees to request that New Jersey Department of Environmental Protection (DEP) permanently remove and retire all remaining emission credits in the New Jersey Emission Credit Bank, Bank Log Numbers BK-99-0013 and BK-99-0014.

b. Not later than 30 days after Entry, SGCI shall mail and provide to EPA a copy of the letter (in the form attached hereto as Exhibit B) to New Jersey DEP surrendering the CERs and requesting that all credits associated with the former Millville facility in Banking Log Numbers BK-99-0013 and BK-99-0014 be permanently retired and removed from the New Jersey Emission Credit Bank. SGCI shall provide to EPA verification from New Jersey, which includes the number of credits, that the credits have been permanently retired and removed from the New Jersey Emission Credit Bank.

23. By signing this Consent Decree, SGCI certifies that it is not required, and has no liability under any federal, State, regional, or local law or regulation or pursuant to any agreements or orders of any court, to perform or develop the projects identified in Paragraph 21 and 22 above. SGCI further certifies that it has

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not applied for or received, and will not in the future apply for or receive: (i) credit as a Supplemental Environmental Project or other penalty offset in any other enforcement action for the projects set forth in Paragraph 21 and 22 above; (ii) credit for any emissions reductions resulting from the projects set forth in Paragraph 21 and 22 above in any federal, State, regional, or local emissions trading or early reduction program; (iii) a deduction from any federal, State, regional, or local tax based on its participation in, performance of, or incurrence of costs related to the projects set forth in Paragraph 21 and 22 above.

24. SGCI shall include in the first report required by Section IX a final report for the SEPs being performed pursuant to this Section. In addition, the report required by Section IX will contain the following information with respect to each of the projects:

a. A detailed description of the project as implemented; and

b. A certification that the project has been fully implemented pursuant to the provisions of this Consent Decree

25. SGCI agrees that in any public statements regarding the SEPs, it must clearly indicate that the projects are being undertaken as part of the settlement of an enforcement action for alleged violation of the Clean Air Act and corollary State statutes.

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26. For federal income tax purposes, SGCI agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEPs.

VII. EMISSION CREDIT GENERATION

27. Nothing in this Consent Decree shall preclude SGCI from using, selling or transferring surplus Emissions Credits that may arise as a result of:

a. Activities that reduce emissions from SGCI Facilities prior to the Date of Entry of this Consent Decree, except for the installation of controls and monitors at the Port Allegany and Ruston Facilities that are required by this Consent Decree. Also SGCI may not sell credits from the closure of the Carteret Facility or the Port Allegany #2 Furnace.

b. Achievement and Maintenance of emission rates (including through permanent closure of a Furnace) at SGCI Facilities below the emission limits required by this Consent Decree, so long as SGCI timely reports the generation of such surplus Emissions Credits in accordance with Section IX (Reporting Requirements) of this Consent Decree. For purposes of this Paragraph, surplus Emissions Credits equal the number of tons of PM_{10}, $PM_{2.5}$, NO_X or SO_2 that SGCI removed from its emissions that are in excess of the emissions reductions required by this Consent Decree.

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28. SGCI may not use, purchase, or otherwise obtain Emission Credits solely to comply with the requirements of this Consent Decree; however, notwithstanding the preceding clause, if SGCI modifies a Facility in a nonattainment area, nothing in this Consent Decree shall preclude SGCI from acquiring or utilizing any legally required Emission Credits, nor relieve SGCI of any obligation to obtain Emission Credits to use as offsets in permitting the Facility modification.

29. For any and all actions taken by SGCI to comply with the requirements of this Consent Decree, any emission reductions shall not be considered a creditable contemporaneous emission decrease for the purpose of obtaining netting reductions and offsets under the PSD and Clean Air Act's Nonattainment NSR programs respectively. This includes any decreases from the closure of the Carteret Facility and the Port Allegany Furnace #2.

Nothing in this Consent Decree is intended to prohibit SGCI from seeking to utilize emission reductions from the Installation of Controls required by this Consent Decree in determining whether a project on the same Furnace that includes both the Installation of Controls under this Consent Decree and other simultaneous construction that is permitted at the same time (either a single permit or multiple permits), triggers New Source Review.

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VIII. PERMITS

30. Whenever SGCI is required to obtain a Permit from EPA or an Affected State for the purpose of compliance with Section IV of this Consent Decree, EPA or the Affected State shall include in the Permit for the installation of control devices, monitoring devices and the contemporaneous Furnace rebuild project the emission controls, emission limits, averaging periods, monitoring requirements, compliance determination, and compliance schedule set forth in this Decree. In issuing such Permit neither EPA nor the Affected State may make material changes to the emission controls, emission limits, averaging periods, monitoring requirements, compliance determination, and compliance schedule specified in Section IV of this Decree. However, notwithstanding the preceding sentence, nothing in this Consent Decree shall prevent EPA or an Affected State from issuing, amending, or revising a Permit for emission controls, emission limits, averaging periods, monitoring requirements, compliance determination, or compliance schedules only if such requirements are mandated by an existing Consent Decree, SIP, rule, regulation, State law, or local law. Unless expressly stated otherwise in this Consent Decree, in any instance where otherwise applicable law or this Consent Decree requires SGCI to secure a permit to authorize construction or operation of any device, including all preconstruction, construction, and operating permits required under State law, SGCI shall make

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1 such application in a timely manner. EPA and/or the Affected States will use
2 reasonable efforts to expeditiously review all permit applications submitted by
3 SGCI in order to meet the requirements of this Consent Decree.
4 31. When Permits are required as described in Paragraph 30, SGCI shall
5 complete and submit applications for such Permits to the appropriate permitting
6 authorities at least six months in advance of the applicable date to allow sufficient
7 time for all legally-required processing and review of the Permit request, including
8 requests for additional information by the permitting authorities. Any failure by
9 SGCI to submit a timely Permit application for any SGCI Facility or Furnace shall
10 bar any use by SGCI of Section XII (Force Majeure) of this Consent Decree, where
11 a Force Majeure claim is based on permitting delays.
12 32. Notwithstanding the reference to Title V or other federally-enforceable
13 Permits in this Consent Decree, the enforcement of such Permits shall be in
14 accordance with their own terms and the Act. The Title V or other federally-
15 enforceable Permits shall not be enforceable under this Consent Decree, although
16 any term or limit established by or under this Consent Decree shall be enforceable
17 under this Consent Decree regardless of whether such term has or will become part
18 of a Title V or other federally-enforceable Permit.
19 33. Within one year from commencing operation of each pollution control
20 device to be installed, upgraded, or operated on a Furnace under this Consent

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Decree, SGCI shall apply to include the requirements and limitations enumerated in this Consent Decree in either a federally-enforceable Permit issued under the applicable State SIP or amendments to such State's SIP. The Permit or SIP amendment shall require compliance with the following:

a. Any applicable emission limits specified in Section IV of this Consent Decree using the method of calculation of emissions and averaging periods specified herein;

b. Any applicable annual stack tests or continuous monitoring requirements as specified herein; and

c. Reporting and record-keeping requirements associated with the control device as specified herein.

34. Nothing in this Consent Decree shall relieve SGCI from the obligation to comply with Permits, emission limits, or other requirements of the Clean Air Act.

IX. REPORTING REQUIREMENTS

35. SGCI shall submit the following reports:

a. Until the termination of this Consent Decree, SGCI shall submit to EPA and to the Affected States an annual progress report no later than March 1 of each year. Each annual progress report shall contain the following information with respect to the Calendar Year preceding its submission:

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i. Work performed and progress made toward implementing the requirements of Section IV;

ii. Except for Calendar Year 2009, actual annual emissions of SO_2, NO_X and PM from each Furnace measured using CEMS, or if no CEMS, the most recent source test(s);

iii. Any significant problems encountered or anticipated in complying with the requirements of Section IV, together with implemented or proposed solutions;

iv. Unless previously provided, final testing reports from tests conducted pursuant to this Consent Decree that reflect an accurate summary of emissions from a Furnace as compared to the Consent Decree requirement;

v. Status of permit applications and a summary of all permitting activity pertaining to compliance with this Consent Decree; and

vi. With respect to the first annual report, the SEP reports required by Paragraph 24.

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

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c. If SGCI violates, or has reason to believe that it may have violated, any requirement of this Consent Decree, SGCI shall notify the United States and the Affected State of such violation and its duration or anticipated likely duration, in writing and by telephone, email or facsimile, within ten (10) business days of the time SGCI first becomes aware of the violation or potential violation. The notice should explain the violation's likely cause and the remedial steps taken, or to be taken, to prevent future violations. If the cause of a violation cannot be fully explained at the time notice is given, SGCI shall so state in the notice. After notice is given, SGCI shall investigate the cause of the violation and shall then submit an amendment to the report, including a full explanation of the cause of the violation, within thirty (30) Days of the Day SGCI becomes aware of the cause of the violation. Nothing in this Paragraph or the following Paragraph relieves SGCI of its obligation to provide the notice required by Section XII of this Consent Decree (Force Majeure).

d. Whenever any violation of this Consent Decree or any other event affecting SGCI's performance under this Decree, or the performance of any of its glass manufacturing Facilities, may pose an immediate threat to the public health or welfare or the environment, SGCI shall notify EPA and the Affected State, orally or by electronic or facsimile transmission as soon as

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possible, but no later than twenty-four (24) hours after SGCI first knew of, or should have known of, the violation or event.

36. As part of its annual reports, SGCI shall provide EPA with a copy of any of the following which were produced in the preceding Calendar Year: each application for a Permit, or Permit amendment, to address or comply with any provision of this Consent Decree, as well as a copy of any Permit proposed as a result of such application.

37. All reports shall be submitted to the persons and in the manner designated in Section XVII (Notices).

38. Each report submitted by SGCI under this Section shall be signed by a plant manager, a corporate official responsible for environmental management and compliance, or a corporate official responsible for plant operations of SGCI, and shall include the following certification:

> I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that this document and its attachments were prepared either by me personally or under my direction or supervision in a manner designed to ensure that qualified and knowledgeable personnel properly gather and present the information contained therein. I further certify, based on my personal knowledge or on my inquiry of those individuals immediately responsible

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for obtaining the information, that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowingly and willfully submitting a materially false statement.

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

40. Any information provided pursuant to this Consent Decree may be used by the United States and any Affected State in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law and may be made available to the public upon request, if not otherwise protected as confidential business information, pursuant to 40 C.F.R. Part 2.

X. REVIEW AND APPROVAL OF SUBMITTALS

41. Where this Consent Decree requires that SGCI seek approval (other than applying for a Permit) before undertaking any action, EPA will review the plan, report, or other item and after consultation with the Affected State, shall in writing:

a. approve the submission; or

b. disapprove the submission.

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42. If the submission is approved pursuant to the preceding Paragraph, SGCI shall take all actions required by the plan, report, or other document, in accordance with the schedules and requirements of the plan, report, or other document.

43. If the submission is disapproved pursuant to Paragraph 41 (b), SGCI shall, either: (i) within forty-five (45) Days or such other time as the Parties agree to in writing, correct all deficiencies and resubmit the plan, report, or other item, for approval, in accordance with the preceding Paragraphs; or (ii) submit the matter to Dispute Resolution under Section XIII of this Consent Decree. If the resubmission is approved, SGCI shall proceed in accordance with the preceding Paragraph.

44. Any stipulated penalties applicable to the original submission, as provided in Section XI of this Decree, shall accrue during the 45-Day period or other specified period, but shall not be payable unless the resubmission is untimely or is disapproved.

45. If a resubmitted plan, report, or other item is disapproved, EPA, after consultation with the Affected State, may again require SGCI to correct any deficiencies, in accordance with the preceding Paragraphs, or may itself/ themselves correct any deficiencies, subject to SGCI's right to invoke Dispute Resolution and the right of EPA, after consultation with the Affected State, to seek stipulated penalties as provided in the preceding Paragraphs.

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XI. STIPULATED PENALTIES

46. SGCI shall be liable for stipulated penalties to the United States and the Affected State for violations of this Consent Decree as specified below, unless excused under Section XII (Force Majeure). A violation includes failing to perform any obligation required by the terms of this Consent Decree, including any work plan or schedule approved under this Decree, according to all applicable requirements of this Decree and within the specified time. Unless otherwise specified herein, stipulated penalties shall be payable as follows: 50 percent to the United States and 50 percent to the Affected State.

47. Failure to Pay Civil Penalty: If SGCI fails to pay any portion of the civil penalty required to be paid under Section V of this Consent Decree (Civil Penalty) when due, SGCI shall pay a stipulated penalty of $1,000 per Day for each Day that the payment is late. Late payment of the civil penalty shall be made in accordance with Section V of this Consent Decree.

48. Emission Limits: The following stipulated penalties shall accrue per violation for each violation of an NO_X, SO_2, and/or PM emission limit specified in Paragraphs 7- 9 in Section IV of this Consent Decree.

a. Where the violation is less than or equal to 10 percent in excess of the applicable emission limit, concentration limit, or removal efficiency measured on a 30-day rolling average:

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Penalty Per Violation Per Day	Period of Noncompliance (unit-by-unit)
$750	1st through 30th Day
$1500	31st Day and beyond

b. Where the violation is greater than 10 percent in excess of the emission limit, concentration limit, or removal efficiency measured on a 30-day rolling average:

Penalty Per Violation Per Day	Period of Noncompliance (unit-by-unit)
$1500	1st through 14th Day
$2250	15th through 30th Day
$3000	31st Day and beyond

c. Emission Limits: For each NO_X, SO_2 and/or PM stack test conducted as required in Paragraph 7.a., 8.g.v., 9.g., or 9.h. where the applicable standard is exceeded, a stipulated penalty of $20,000 shall accrue per violation per Calendar Year. For any other NO_X, SO_2 and/or PM stack test conducted as required by Paragraphs 7 - 9, a stipulated penalty of $5,000 shall accrue per violation per Calendar Year.

49. Installation of Controls: The following stipulated penalties shall accrue per violation per Day for each violation of any requirement identified in this Consent Decree regarding installation and operation of emission controls by the dates outlined herein:

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Penalty Per Violation Per Day	Period of Noncompliance (unit-by-unit)
$2250	1st through 14th Day
$3500	15th through 30th Day
$5000	31st Day and beyond

50. Installation of CEMS: The following stipulated penalties shall accrue per violation per Day for each violation of any requirement identified in this Consent Decree regarding the installation and operation of a CEMS by the dates outlined herein:

Penalty Per Violation Per Day	Period of Noncompliance (unit-by-unit)
$300	1st through 30th Day
$600	31st through 60th Day
$1200	61st Day and beyond

51. Permitting Requirements: The following stipulated penalties shall accrue per violation per Day for each violation of any requirement identified in this Consent Decree relating to the application for Permits by the dates outlined herein:

Penalty Per Violation Per Day	Period of Noncompliance for each Permit
$750	1st through 14th Day
$1250	15th through 30th Day
$2000	31st Day and beyond

52. Recordkeeping and Reporting Requirements and Certification of CEMS or COMS: The following stipulated penalties shall accrue per violation per Day for each violation of any requirement of this Consent Decree relating to the

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submission of reports, the provision of notice, and the certification of CEMS or COMS by the dates outlined herein:

Penalty Per Violation Per Day	Period of Noncompliance
$250	1st through 14th Day
$500	15th through 30th Day
$1000	31st Day and beyond

53. SEPs: If SGCI fails to complete the Sapulpa, Oklahoma SEP in accordance with Paragraph 21, SGCI shall pay a stipulated penalty of $500,000. If SGCI fails to complete the Millville, New Jersey SEP in accordance with Paragraph 22, SGCI shall pay a stipulated penalty of $500,000.

54. Furnace Stabilization Phase: A stipulated penalty of $750 shall accrue per violation per day for each violation of Paragraph 6.y.iii. in Section III.

55. Stipulated penalties under this Section shall begin to accrue on the Day after performance is due or on the Day a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree. The per day penalties do not increase from one tier to the next unless the violations are continuous.

56. SGCI shall pay all stipulated penalties to the United States, and/or the Affected State as the case may be, within thirty (30) Days of receipt of written demand to the SGCI designee set forth in Paragraph 90 from the United States or

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the Affected State as the case may be unless SGCI elects within twenty (20) Days of receipt of written demand to SGCI from the United States or the Affected State to dispute the obligation to pay stipulated penalties in accordance with the provisions in Section XIII (Dispute Resolution) of this Consent Decree.

57. Stipulated penalties shall continue to accrue as provided in accordance with Paragraphs 47-55 during any dispute, with interest on accrued stipulated penalties payable and calculated at the rate established by the Secretary of the Treasury, pursuant to 28 U.S.C. § 1961, but need not be paid until the following:

a. If the dispute is resolved by agreement, or by a decision of the United States pursuant to Section XIII (Dispute Resolution) of this Consent Decree that is not appealed to the Court, accrued stipulated penalties agreed or determined to be owing, together with accrued interest, shall be paid within thirty (30) Days of the effective date of the agreement or of the receipt of the United States and the Affected State's decision;

b. If the dispute is appealed to the Court and United States and/or the Affected State(s) prevail in whole or in part, SGCI shall, within sixty (60) Days of receipt of the Court's decision or order, pay all accrued stipulated penalties determined by the Court to be owing, together with interest accrued on such penalties determined by the Court to be owing, except as provided in Subparagraph c, below;

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c. If the Court's decision is appealed by any Party, SGCI shall, within fifteen (15) Days of receipt of the final appellate court decision, pay all accrued stipulated penalties determined to be owed, together with interest accrued on such stipulated penalties determined to be owed by the appellate court.

58. Notwithstanding any other provision of this Consent Decree, the accrued stipulated penalties agreed by the Plaintiff, the Plaintiff-Intervenors, and SGCI, or determined by the United States and the Affected State(s) through Dispute Resolution, to be owed may be less than the stipulated penalty amounts set forth in Paragraphs 47-54.

59. All stipulated penalties shall be paid in the manner set forth in Section V (Civil Penalty) of this Consent Decree.

60. If SGCI fails to pay stipulated penalties according to the terms of this Consent Decree, SGCI shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961.

61. The stipulated penalties provided for in this Consent Decree shall be in addition to any other rights, remedies, or sanctions available to the United States and the Affected State(s) by reason of SGCI's failure to comply with any requirement of this Consent Decree or applicable law, except that for any violation of relevant statutory, regulatory, or permitting requirements for which this Consent

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Decree provides for payment of a stipulated penalty, the United States and the Affected State will elect whether to seek Stipulated Penalties or to seek statutory penalties for such violation.

XII. FORCE MAJEURE

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

63. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a Force Majeure event, SGCI shall provide notice orally or by electronic or facsimile transmission to EPA and the Affected State(s), within ten (10) Days of when SGCI first knew that the event might cause a delay, and within thirty (30) Days of when SGCI first knew that the event might cause a delay, SGCI shall provide in writing to EPA and

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the Affected State an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; SGCI's rationale for attributing such delay to a Force Majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of SGCI, such event may cause or contribute to an endangerment to public health, welfare or the environment. SGCI shall include with any notice all available documentation supporting the claim that the delay was attributable to a Force Majeure. Failure to comply with the above requirements shall preclude SGCI from asserting any claim of Force Majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure.

64. If EPA, after a reasonable opportunity for review and comment by the Affected State, agrees that the delay or anticipated delay is attributable to a Force Majeure event, the time for performance of the obligations under this Consent Decree that are affected by the Force Majeure event will be extended by EPA, after a reasonable opportunity for review and comment by the Affected State, for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the Force Majeure event shall not, of itself, extend the time for performance of any other obligation. EPA will notify

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SGCI in writing of the length of the extension, if any, for performance of the obligations affected by the Force Majeure event.

65. If EPA, after a reasonable opportunity for review and comment by the Affected State, does not agree that the delay or anticipated delay has been or will be caused by a Force Majeure event, EPA will notify SGCI in writing of its decision.

66. If SGCI elects to invoke the dispute resolution procedures set forth in Section XIII (Dispute Resolution), it shall do so no later than fifteen (15) Days after receipt of EPA's notice. In any such proceeding, SGCI shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a Force Majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that SGCI complied with the requirements of Paragraphs 62 and 63, above. If SGCI carries this burden, the delay at issue shall be deemed not to be a violation by SGCI of the affected obligation of this Consent Decree identified to EPA and the Court.

XIII. DISPUTE RESOLUTION

67. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve

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disputes arising under or with respect to the Consent Decree. The procedures set forth in this Section do not apply to actions by the United States or an Affected State to enforce obligations of SGCI that have not been disputed in accordance with this Section.

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

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

70. Disputes submitted to dispute resolution shall, in the first instance, be the subject of informal negotiations between the Parties. Such period of informal negotiations shall not extend beyond thirty (30) Days from the date of the first

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meeting between representatives of the Parties, unless the Parties involved in the dispute agree that this period should be shortened or extended.

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

72. In the event that the United States and the Affected State(s) are unable to reach agreement among themselves with regard to SGCI's claim, the position of the United States shall be the final position.

73. In a formal dispute resolution proceeding under this Section, the Court shall decide all disputes pursuant to applicable principles of law for resolving such disputes. In their filings with the Court under Paragraph 71, the Parties shall state their respective positions as to the applicable standard of law for resolving the particular dispute.

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74. Where the nature of the dispute is such that a more timely resolution of the issue is required, the time periods set forth in this Section may be shortened upon motion of one of the Parties to the dispute or by agreement of the Parties to the dispute. The Parties do not intend that the invocation of this Section by a Party cause the Court to draw any inferences nor establish any presumptions adverse to either Party as a result of invocation of this section.

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

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XIV. INFORMATION COLLECTION AND RETENTION

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

a. Monitor the progress of activities required under the Consent Decree;

b. Verify any data or information submitted to the United States or an Affected State in accordance with the terms of the Consent Decree;

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

d. Obtain documentary evidence, including photographs and similar data; and

e. Assess SGCI's compliance with the Consent Decree.

77. Until at least three years after the termination of the Consent Decree, SGCI shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that directly relates to SGCI's performance of its obligations under the Consent Decree. This information-

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retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, the United States or an Affected State may request copies of any documents, records, or other information required to be maintained under this Paragraph.

78. At the conclusion of the information retention period specified in the preceding Paragraph, SGCI shall notify the United States and the Affected States at least ninety (90) Days prior to destroying any document(s), record(s), or other information subject to the requirements of the preceding Paragraph and, upon request by the United States or an Affected State, SGCI shall deliver any such document(s), record(s), or other information to the requesting Party.

79. SGCI may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by applicable state or federal law. If SGCI asserts such a privilege, it shall provide the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of each author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by SGCI. However, no documents, records, data, or

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other information created or generated as required by the Consent Decree shall be withheld on grounds of privilege.

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

81. The information retention requirements of Paragraphs 77 and 78 shall survive termination of the Consent Decree and shall be enforceable by this Court even after such termination. The Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States or the Affected States pursuant to applicable federal or State laws, regulations, or permits, nor does it limit or affect any duty or obligation of SGCI to maintain documents, records, or other information imposed by applicable federal or State laws, regulations, or permits.

XV. EFFECT OF SETTLEMENT / RESERVATION OF RIGHTS

82. Entry of this Consent Decree shall resolve all civil liability of SGCI to the United States and the Affected States that arose from any construction, modification, or change in the method of operation commenced at any SGCI Facility prior to the Date of Lodging of this Consent Decree, under any or all of:

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

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

c. The federally-approved and enforceable State Implementation Plan for each State;

d. Sections 502(a) and 504(a) of Title V of the Clean Air Act, 42 U.S.C. §§ 7661a(a) and 7661c(a), but only to the extent that such claims are based on SGCI's failure to obtain a Permit that reflects applicable requirements imposed under Parts C or D of Subchapter I, or Section 111 of the Clean Air Act;

e. Any State or local law counterparts to the provisions above in this Paragraph;

f. Any allegations set forth in the Notice of Violation issued January 13, 2008, or the Complaints; or

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g. Violations at the Ruston Facility alleged in LDEQ Consolidated Compliance Order and Notice of Potential Penalty dated August 8, 2005 and amended on September 18, 2006 and October 19, 2007, Enforcement Tracking Nos. AE-CN-05-0098, AE-CN-05-0098A, and AE-CN-05-0098B, respectively.

The terms "construction" and "modification" as used in this Paragraph shall have the meanings those terms are given under the Clean Air Act and under the implementing regulations in effect on or prior to the Date of Lodging of this Consent Decree or any State or local counterpart, rule or regulation in effect on or prior to the Date of Lodging. The resolution of liability set forth in this Paragraph shall apply and only apply for the pollutants NO_X, SO_2, sulfuric acid mist, and PM (including PM_{10}, and $PM_{2.5}$), and shall not apply to any other pollutant.

83. The United States and the Affected States reserve all legal and equitable remedies available to enforce the provisions of the Consent Decree, except as expressly stated in Paragraph 82. The Consent Decree shall not be construed to limit the rights of the United States or the Affected States to obtain penalties or injunctive relief under the Act or implementing regulations, or under other federal

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or State laws, regulations, or permit conditions, except as expressly specified in Paragraph 82.

84. The United States and the Affected States further reserve all legal and equitable remedies to address any situation that may present an imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, SGCI's Facilities, whether related to the violations addressed in this Consent Decree or otherwise.

85. In any subsequent administrative or judicial proceeding initiated by the United States or the Affected State(s) for injunctive relief, civil penalties, other appropriate relief relating to the Facilities or SGCI's violations, SGCI shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the Affected State(s) in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 82 of this Section.

86. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. SGCI is responsible for achieving and maintaining compliance with all applicable federal, State, and local laws, regulations, and permits; and SGCI's compliance with the Consent Decree shall be

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no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States and the Affected States do not, by their consent to the entry of this Consent Decree, warrant or aver in any manner that SGCI's compliance with any aspect of this Consent Decree will result in compliance with provisions of the Act, or with any other provisions of federal, State, or local laws, regulations, or permits.

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

88. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party that is not a Party to the Consent Decree.

XVI. COSTS

89. The Parties shall bear their own costs of this action, including attorneys' fees, except that if the United States and/or an Affected State are the prevailing party(ies) they shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of the civil penalty or any stipulated penalties due but not paid by SGCI.

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XVII. NOTICES

90. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Consent Decree, SGCI's submissions shall be deemed submitted on the date they are sent either by overnight delivery service or by certified or registered mail, return receipt requested. When SGCI is required to submit notices or communicate in writing to the United States and the Affected State relating to one of the SGCI's Facilities, SGCI shall also submit a copy of that notice or other writing to the United States and the Affected State for the Facility located in that State. Except as otherwise provided herein, when written notification or communication is required by this Consent Decree, it shall be addressed as follows, unless a Party notifies all other Parties in writing to provide notification to a different addressee:

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611, Ben Franklin Station
Washington, DC 20044-7611

U.S. Attorney, W.D. Washington
5220 United States Courthouse
700 Stewart Street
Seattle, WA 98101-1671

As to the U.S. Environmental Protection Agency:

Director

UNITED STATES ATTORNEY
5220 UNITED STATES COURTHOUSE
700 STEWART STREET
SEATTLE, WASHINGTON 98101-1271
(206) 553-7970

Air Enforcement Division (2242A)
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

with a hard copy to:
Director
Air Enforcement Division
Office of Enforcement and Compliance Assurance

With copies to the EPA Regional office where the relevant Facility is located:

EPA Region 1:

Director
Office of Environmental Stewardship
U.S. Environmental Protection Agency – Region 1
One Congress Street (Mailcode SAA)
Boston, MA 02114-2023

EPA Region 2:

Kenneth Eng, Air Compliance Branch Chief
Division of Enforcement and Compliance Assistance
U.S. Environmental Protection Agency – Region 2
290 Broadway - 21st Floor
New York, NY 10007

and

Flaire Hope Mills, Air Branch Chief
Office of Regional Counsel
U.S. Environmental Protection Agency – Region 2
290 Broadway - 16th Floor
New York, NY 10007

EPA Region 3:

Mr. Christopher Pilla, Chief

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Air Enforcement Branch
Mail Code 3AP12
U.S. Environmental Protection Agency – Region 3
1650 Arch Street
Philadelphia, PA 19103

EPA Region 4:

Director
Division of Enforcement and Compliance Assistance
U.S. Environmental Protection Agency – Region 4
Sam Nunn Atlanta Federal Center
61 Forsyth Street, SW
Atlanta, GA 30303-3104

EPA Region 5:

Compliance Tracker, AE-17J
Air Enforcement and Compliance Assurance Branch
U.S. Environmental Protection Agency – Region 5
77 West Jackson Blvd.
Chicago, IL 60604

EPA Region 6:

Associate Director
Air, Toxics, and Inspection Coordination Branch (6EN-A)
Compliance Assurance and Enforcement Division
U.S. Environmental Protection Agency – Region 6
1445 Ross Avenue
Dallas, TX 75202

EPA Region 7:

Director
Air and Waste Management Division
U.S. Environmental Protection Agency – Region 7
901 North 5th Street
Kansas City, KS 66101

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EPA Region 9:

Director
Air Division
U.S. Environmental Protection Agency – Region 9
75 Hawthorne Street
San Francisco, CA 94105
Attention: Air Enforcement Office (AIR-5)

EPA Region 10:

Director
Office of Compliance and Enforcement
U.S. Environmental Protection Agency – Region 9
1200 Sixth Ave, Suite 900, OCE-127
Seattle, WA 98101

As to Plaintiff-Intervenor, the Commonwealth of Massachusetts:

For the Massachusetts Department of Environmental Protection:

Department of Environmental Protection
Central Regional Office
627 Main Street
Worcester, MA 01605
Attn: Tom Cusson, Section Chief

For the Massachusetts Attorney General:

Office of the Attorney General
1 Ashburton Place, 18th Floor
Boston, MA 02108
Attn: Frederick D. Augenstern, Environmental Protection Division

As to Plaintiff-Intervenor, the State of Pennsylvania:

Staci Gustafson, Operations Chief
Air Quality Program
Pennsylvania Department of Environmental Protection
Meadville Regional Office

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230 Chestnut Street
Meadville, PA 16335

As to Plaintiff-Intervenor, the State of North Carolina:

All notices and reports required from St. Gobain should be mailed, first class postage prepaid to:

Patrick Butler, Regional Air Quality Supervisor
Raleigh Regional Office
Department of Environment and Natural Resources
3800 Barrett Drive, Suite 101
Raleigh, NC 27609

As to the Plaintiff-Intervenor, the State of Illinois:

Ray Pilapil
Illinois EPA
Bureau of Air, Compliance Section
1021 North Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

As to the Plaintiff-Intervenor, State of Indiana and its Department of Environmental Management

Indiana Department of Environmental Management
100 N. Senate Ave.
Mail Code 61-53 IGCN 1003
Indianapolis, IN 46204-2251

As to Plaintiff-Intervenor, the State of Wisconsin

Southeast Region Air Supervisor - Team 1
2300 North Dr. Martin Luther King Jr. Drive
Milwaukee, WI 53212

As to Plaintiff-Intervenor, the Oklahoma Department of Environmental Quality:

Eddie Terrill, Director

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Air Quality Division
P.O. Box 1677
Oklahoma City, OK 73101-1677

As to Plaintiff-Intervenor, the State of Louisiana, on behalf of Louisiana Department of Environmental Quality:

Administrator, Enforcement Division
Office of Environmental Compliance
Louisiana Department of Environmental Quality
P. O. Box 4312
Baton Rouge, LA 70821-4312

As to the Plaintiff-Intervenor, the State of Missouri, Department of Natural Resources

For the Missouri Department of Natural Resources:
James L. Kavanaugh, Director
Air Pollution Control Program
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, MO 65102

For the Missouri Attorney General's Office:

Timothy P. Duggan, Assistant Attorney General
Attorney General of Missouri
P.O. Box 899
Jefferson City, MO 65102

As to Plaintiff-Intervenor, the Washington State Department of Ecology:

Stuart Clark
Manager, Air Quality Program
Washington State Department of Ecology
PO Box 47600
Olympia, WA 98504-7600

As to Plaintiff-Intervenor, the San Joaquin Valley Unified Air Pollution Control District:

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(206) 553-7970

San Joaquin Valley Air Pollution Control District
1990 East Gettysburg Avenue
Fresno, CA 93726-0244
Phone Number: (559) 230-6000
FAX: (559) 230-6062
District Contact: Jon Adams, (559) 230-5965

As to Plaintiff-Intervenor, the Puget Sound Clean Air Agency:

Dennis McLerran, Executive Director
Puget Sound Clean Air Agency
1904 3rd Ave, Suite 105
Seattle, WA 98101

As to SGCI:

Stephen A. Segebarth
General Counsel
Saint-Gobain Containers, Inc.
1509 South Macedonia Avenue
P.O. Box 4200
Muncie, IN 47307-4200

Philip D. McPherson
Senior Vice President, Technology
Saint-Gobain Containers, Inc.
1509 South Macedonia Avenue
P.O. Box 4200
Muncie, IN 47307-4200

John W. Carroll
Pepper Hamilton, LLP
100 Market Street
Harrisburg, PA 17108

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XVIII. SALES OR TRANSFERS OF OPERATIONAL OR OWNERSHIP INTERESTS

91. If SGCI proposes to sell or transfer an operational or ownership interest in any Facility to an entity unrelated to SGCI (Third Party), it shall advise the Third Party in writing of the existence of this Consent Decree prior to such closing, and shall send a copy of such written notification to the United States and the Affected State pursuant to Section XVII (Notices) of this Consent Decree prior to such proposed closing.

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

93. Upon approval by the Court of such modification, pursuant to Section XXI (Modification) of this Consent Decree making the Third Party a party to this Consent Decree and liable for all the requirements of this Decree that may be applicable to the transferred or purchased interests, SGCI shall be released from the obligations and liabilities of this Consent Decree as to the transferred or

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purchased interests, provided that all Civil Penalties pursuant to Section V (Civil Penalty) have been fully paid and all Supplemental Environmental Projects pursuant to Section VI (Supplemental Environmental Project) have been fully funded or implemented.

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

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

XIX. EFFECTIVE DATE

96. The Effective Date of the Consent Decree shall be the Date of Entry.

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XX. RETENTION OF JURISDICTION

97. The Court shall retain jurisdiction of this case after the Date of Entry of this Consent Decree to enforce compliance with the terms and conditions of this Consent Decree and to take any action necessary or appropriate for its interpretation, construction, execution, modification, or adjudication of disputes. During the term of this Consent Decree, any Party to this Consent Decree may apply to the Court for any relief necessary to construe or effectuate this Consent Decree.

98. The Court shall retain jurisdiction over this case for the purpose of resolving disputes arising under this Consent Decree or entering orders modifying this Decree, pursuant to Sections XIII and XXI, or effectuating or enforcing compliance with the terms of this Decree.

XXI. MODIFICATION

99. The terms of this Consent Decree may be modified (including the event of a partial termination) only by a subsequent written agreement signed by the United States, the applicable Affected State(s) and SGCI. Where the modification constitutes a material change to any term of this Consent Decree, it shall be effective only upon approval by the Court.

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100. Any disputes concerning modification of this Decree shall be resolved pursuant to Section XIII (Dispute Resolution). The Party seeking modification bears the burden of demonstrating that it is entitled to the requested modification.

XXII. GENERAL PROVISIONS

101. This Consent Decree does not apply to any claim(s) of alleged criminal liability.

102. SGCI reserves the right to permanently cease Operating a Furnace in lieu of installing or continuing to operate controls on that Furnace required under Paragraphs 7 through 9.

103. At any time prior to termination of this Consent Decree, SGCI may request approval from EPA and the Affected State(s) to implement other control technology for NO_X, SO_2, or PM than what is required by this Consent Decree (except for the installation of SCR on the Dolton Facility, which must be installed regardless of other available technology). In seeking such approval, SGCI must demonstrate that such alternative control technology is capable of achieving pollution reductions equivalent to the technology required in Tables 2, 3, and 5 for the SGCI Furnace at which SGCI seeks approval to implement such other control technology for NO_X, SO_2, or PM. Such alternative control technology may also confer environmental benefit, such as through reducing greenhouse gas emissions (e.g. carbon dioxide (CO_2), methane (CH_4), nitrous oxide (N_2O), sulfur

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hexafluoride (SF_6), hydrofluorocarbons (HFCs), perfluorochemicals (PFCs), and other fluorinated gases (e.g., nitrogen trifluoride and hydrofluorinated ethers (HFEs)). SGCI must also demonstrate that it can achieve monitoring equal to or better than what is required in Table 8. Approval or denial of such a request shall be made by EPA after consultation with the Affected State(s) and SGCI may invoke Dispute Resolution under Section XIII of this Decree.

104. Each limit and/or other requirement established by or under this Consent Decree is a separate, independent requirement.

105. Performance standards, emissions limits, and other quantitative standards set by or under this Consent Decree must be met to the number of significant digits in which the standard or limit is expressed. For example, an emission rate of 0.100 is not met if the actual emission rate is 0.101. SGCI shall round the fourth significant digit to the nearest third significant digit, or the third significant digit to the nearest second significant digit, depending upon whether the limit is expressed to three or two significant digits. For example, if an actual emission rate is 3.84, that shall be reported as 3.8, and shall be in compliance with an emission rate of 3.8, and if an actual emission rate is 3.85, that shall be reported as 3.9, and shall not be in compliance with an emission rate of 3.8. SGCI shall report data to the number of significant digits in which the standard or limit is expressed.

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106. This Consent Decree does not limit, enlarge, or affect the rights of any Party to this Consent Decree as against any third parties.

107. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree, and supersedes all prior agreements and understandings among the Parties related to the subject matter herein. No document, representation, inducement, agreement, understanding, or promise constitutes any part of this Consent Decree or the settlement it represents, nor shall they be used in construing the terms of this Consent Decree.

XXIII. TERMINATION

108. After SGCI has completed the requirements of this Consent Decree, has paid the civil penalty, and any accrued stipulated penalties as required by this Consent Decree, SGCI may serve upon the United States and the Affected States a Request for Termination, stating that SGCI has satisfied those requirements, together with all necessary supporting documentation. If SGCI has completed the requirements of this Consent Decree as to any Facility, SGCI may seek to terminate the requirements of this Consent Decree as to that Facility through the Modification procedures set forth in Section XXI.

109. Following receipt by the United States and the Affected States of SGCI's Request for Termination, the Parties shall confer informally concerning the

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Request for Termination and any disagreement that the Parties may have as to whether SGCI has satisfactorily complied with the requirements for termination of this Consent Decree. If the United States, after consultation with the Affected States, agrees that the Consent Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Consent Decree.

110. If the United States, after consultation with the Affected States, does not agree that the Decree may be terminated, SGCI may invoke Dispute Resolution under Section XIII of this Decree. However, SGCI shall not seek Dispute Resolution of any dispute regarding termination, under Paragraph 71 (Formal Dispute Resolution) of Section XIII until sixty (60) Days after service of its Request for Termination.

XXIV. PUBLIC PARTICIPATION

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

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provision of the Consent Decree, unless the United States has notified SGCI in writing that it no longer supports entry of the Consent Decree.

112. The Parties agree and acknowledge that final approval by Affected States and entry of this Consent Decree are subject to the requirements of those State statutes providing for public notice, public comment, and concurrence by State and local officials, including Attorneys General (Public Notice Affected States). The Public Notice Affected States that are subject to those requirements reserve the right to withdraw or withhold consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that the Consent Decree is inappropriate, improper or inadequate. SGCI agrees not to oppose entry of the Consent Decree by the Court or to challenge any provision of the Consent Decree, unless a Public Notice Affected State has notified SGCI in writing that it no longer supports entry of the Decree. The Parties agree that this decree shall not be entered by the Court unless all Parties are bound by its terms and conditions.

XXV. SIGNATORIES AND SERVICE

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

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

115. SGCI agrees to accept service of process by mail with respect to all matters arising under or relating to the Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

XXVI. INTEGRATION

116. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree and supercedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. Other than deliverables that are subsequently submitted and approved pursuant to this Decree, no other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Decree or the settlement it represents, nor shall it be used in construing the terms of this Decree.

XXVII. FINAL JUDGMENT

117. Upon approval and entry of the Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court in this action as to the United States, the States, and SGCI. The Court finds that there is no just reason for delay

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And therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

IT IS SO ORDERED.

DATED this _____day of _____2010

_____

United States District Judge

UNITED STATES ATTORNEY
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SEATTLE, WASHINGTON 98101-1271
(206) 553-7970

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Saint-Gobain Containers, Inc.* (W.D. Wash.), relating to alleged violations of the Clean Air Act:

FOR PLAINTIFF UNITED STATES OF AMERICA:

Ignacia Moreno DATED: 12/21/09

IGNACIA MORENO
Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice

James A. Lofton DATED: 12/15/09

JAMES A. LOFTON
Senior Counsel
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
Post Office Box 7611
Washington, D.C. 20044
Telephone: (202) 514-2445
Fax: (202) 514-0097
E-mail: jim.lofton@usdoj.gov

DATED: 1/15/10

BRIAN C. KIPNIS
Assistant United States Attorney
5220 United States Courthouse
700 Stewart Street
Seattle, WA 98101-1671
Telephone: (206) 553-7970
Fax: (206) 553-4073
E-mail: brian.kipnis@usdoj.gov

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Saint-Gobain Containers, Inc.* (W.D. Wash.), relating to alleged violations of the Clean Air Act:

FOR PLAINTIFF UNITED STATES OF AMERICA:

Cynthia Giles

DATED: 1/18/10

Cynthia Giles
Assistant Administrator
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency

DATED: 1/18/10

Adam M. Kushner
Director
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency

Pamela J. Mazakas

DATED: 1/18/10

Pamela Mazakas
Acting Director
Air Enforcement Division
Office of Civil Enforcement

Robert D. Fentress

Robert Fentress
Attorney-Advisor
Air Enforcement Division
Office of Civil Enforcement

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5220 UNITED STATES COURTHOUSE
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THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Saint-Gobain Containers, Inc.* (W.D. Wash.), relating to alleged violations of the Clean Air Act:

FOR THE PLANTIFF-INTERVENOR; Commonwealth of Massachusetts:

MARTHA COAKLEY
Attorney General

DATED: 11/24/09

FREDERICK D. AUGENSTERN
BBO# 553102
Assistant Attorney General
Environmental Protection Division
1 Ashburton Place, 18th Floor
Boston, Massachusetts 02108
(617) 963-2427
Fred.augenstern@state.ma.us

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(206) 553-7970

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Saint-Gobain Containers, Inc.* (W.D. Wash.), relating to alleged violations of the Clean Air Act:

FOR THE PLAINTIFF-INTERVENOR; Commonwealth of Pennsylvania – Department of Environmental Protection

DATED: 11/16/09

JOHN F. GUTH
Regional Manager, Air Quality Program
Pennsylvania Department of Environmental Protection

DATED: 1/14/10

SUSAN SHINKMAN,
Chief Counsel
Pennsylvania Department of Environmental Protection

DATED: 1.14.10

Name: Andrew C. Clark
Pennsylvania Office of General Counsel

UNITED STATES ATTORNEY
5220 UNITED STATES COURTHOUSE
700 STEWART STREET
SEATTLE, WASHINGTON 98101-1271
(206) 553-7970

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Saint-Gobain Containers, Inc.* (W.D. Wash.), relating to alleged violations of the Clean Air Act:

FOR THE PLAINTIFF-INTERVENOR; North Carolina Department of Environment and Natural Resources

DATED: 11/16/2009

B. KEITH OVERCASH, P.E.
Director of North Carolina Division of Air Quality
North Carolina Department of Environmental and Natural Resources

UNITED STATES ATTORNEY
5220 UNITED STATES COURTHOUSE
700 STEWART STREET
SEATTLE, WASHINGTON 98101-1271
(206) 553-7970

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Saint-Gobain Containers, Inc.* (W.D. Wash.), relating to alleged violations of the Clean Air Act:

FOR THE PLAINTIFF-INTERVENOR; State of Illinois:
FOR THE STATE OF ILLINOIS

PEOPLE OF THE STATE OF ILLINOIS *ex rel.*
LISA MADIGAN
Attorney General of the State of Illinois
MATTHEW J. DUNN, Chief

Environmental Enforcement Division/Asbestos
Litigation Division

_____ DATED: 12/17/09
THOMAS DAVIS, Chief
Environmental Bureau
Assistant Attorney General

FOR THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
DOUGLAS P. SCOTT, DIRECTOR

_____ DATED: 12/23/09
JOHN J. KIM
Chief Legal Counsel

UNITED STATES ATTORNEY
5220 UNITED STATES COURTHOUSE
700 STEWART STREET
SEATTLE, WASHINGTON 98101-1271
(206) 553-7970

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Saint-Gobain Containers, Inc.* (W.D. Wash.), relating to alleged violations of the Clean Air Act:

FOR THE PLAINTIFF-INTERVENOR; State of Indiana and its Department of Environmental Management

DATED: NOVEMBER 20, 2009

THOMAS W. EASTERLY
Commissioner
Indiana Department of Environmental Management

DATED: November 24, 2009

PATRICIA ORLOFF ERDMANN
Deputy Attorney General and
Chief Counsel for Litigation

UNITED STATES ATTORNEY
5220 UNITED STATES COURTHOUSE
700 STEWART STREET
SEATTLE, WASHINGTON 98101-1271
(206) 553-7970

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Saint-Gobain Containers, Inc.* (W.D. Wash.), relating to alleged violations of the Clean Air Act:

FOR THE PLAINTIFF-INTERVENOR; State of Wisconsin

J.B. VAN HOLLEN
Attorney General

DATED: 11.24.09

THOMAS J. DAWSON
Assistant Attorney General
Wisconsin Department of Justice
17 West Main Street
P.O. Box 7857
Madison, Wisconsin 53707-7857
(608) 266-8987
(608) 266-2250 (Fax)
dawsontj@doj.state.wi.us

UNITED STATES ATTORNEY
5220 UNITED STATES COURTHOUSE
700 STEWART STREET
SEATTLE, WASHINGTON 98101-1271
(206) 553-7970

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Saint-Gobain Containers, Inc.* (W.D. Wash.), relating to alleged violations of the Clean Air Act:

FOR THE PLAINTIFF-INTERVENOR; Oklahoma Department of Environmental Quality

Steven A. Thompson DATED: 12-9-09

STEVEN A. THOMPSON
Executive Director
Oklahoma Department of Environmental Quality

UNITED STATES ATTORNEY
5220 UNITED STATES COURTHOUSE
700 STEWART STREET
SEATTLE, WASHINGTON 98101-1271
(206) 553-7970

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Saint-Gobain Containers, Inc.* (W.D. Wash.), relating to alleged violations of the Clean Air Act:

Preliminary approval

by FOR THE PLAINTIFF-INTERVENOR; the State of Louisiana, through the Louisiana Department of Environmental Quality

DATED: November 18, 2009

PEGGY M. HATCH
Assistant Secretary
Office of Environmental Compliance
Louisiana Department of Environmental Quality

DATED: 11/18/09

KATHY WRIGHT (LA. # 30804)
Attorney
Office of the Secretary
Legal Affairs Division
Louisiana Department of Environmental Quality
Post Office Box 4302
Baton Rouge, Louisiana 70821-4302

UNITED STATES ATTORNEY
5220 UNITED STATES COURTHOUSE
700 STEWART STREET
SEATTLE, WASHINGTON 98101-1271
(206) 553-7970

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Saint-Gobain Containers, Inc.* (W.D. Wash.), relating to alleged violations of the Clean Air Act:

FOR THE PLAINTIFF-INTERVENOR; State of Missouri, Department of Natural Resources:

DATED: 12/15/09

LEANNE TIPPETT MOSBY
Acting Director
Division of Environmental Quality
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, MO 65102

FOR THE PLAINTIFF-INTERVENOR; State of Missouri, Attorney General's Office:

CHRIS KOSTER
Attorney General of Missouri

DATED: 12/2/09

TIMOTHY P. DUGGAN
Assistant Attorney General
P.O. Box 899
Jefferson City, MO 65102-0899
FAX: 573-751-~~8464~~ 8796
Phone: 573-751-9802
Email: tim.duggan@ago.mo.gov

UNITED STATES ATTORNEY
5220 UNITED STATES COURTHOUSE
700 STEWART STREET
SEATTLE, WASHINGTON 98101-1271
(206) 553-7970

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Saint-Gobain Containers, Inc.* (W.D. Wash.), relating to alleged violations of the Clean Air Act:

FOR THE PLAINTIFF-INTERVENOR; Washington State Department of Ecology

Katharine G. Shirey

DATED: 11/18/09

KATHARINE G. SHIREY
Assistant Attorney General
2425 Bristol Court SW, 2nd Floor
P.O. Box 40117
Olympia, WA 98504-0117
STUART CLARK
Manager, Air Quality Program
Washington State Department of Ecology
PO Box 47600
Olympia, WA 98504-7600

DATED: 11/17/09

STUART CLARK
Manager, Air Quality Program
Washington State Department of Ecology
PO Box 47600
Olympia, WA 98504-7600

UNITED STATES ATTORNEY
5220 UNITED STATES COURTHOUSE
700 STEWART STREET
SEATTLE, WASHINGTON 98101-1271
(206) 553-7970

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Saint-Gobain Containers, Inc.* (W.D. Wash.), relating to alleged violations of the Clean Air Act:

FOR THE PLAINTIFF-INTERVENOR; San Joaquin Valley Unified Air Pollution Control District

DATED: 11/25/09

SEYED SADREDIN
Air Pollution Control Officer
San Joaquin Valley Air Pollution Control District

DATED: 11-25-09

PHIL JAY
District Counsel
San Joaquin Valley Air Pollution Control District

UNITED STATES ATTORNEY
5220 UNITED STATES COURTHOUSE
700 STEWART STREET
SEATTLE, WASHINGTON 98101-1271
(206) 553-7970

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Saint-Gobain Containers, Inc.* (W.D. Wash.), relating to alleged violations of the Clean Air Act:

FOR THE PLAINTIFF-INTERVENOR; Puget Sound Clean Air Agency

DATED: 11/25/09

DENNIS MCLERRAN, Executive Director
Puget Sound Clean Air Agency
1904 3rd Ave, Suite 105
Seattle WA 98101

DATED: 11/25/09

LAURIE HALVORSON, General Counsel
Puget Sound Clean Air Agency
1904 3rd Ave, Suite 105
Seattle WA USA 98101

UNITED STATES ATTORNEY
5220 UNITED STATES COURTHOUSE
700 STEWART STREET
SEATTLE, WASHINGTON 98101-1271
(206) 553-7970

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Saint-Gobain Containers, Inc.* (W.D. Wash.), relating to alleged violations of the Clean Air Act:

FOR THE DEFENDANT; Saint-Gobain Containers, Inc.

JOSEPH R. GREWE
President and Chief Executive Officer
Saint-Gobain Containers, Inc.
1509 South Macedonia Avenue
P.O. Box 4200
Muncie, IN 47307-4200

JOHN W. CARROLL, Esquire
Pepper Hamilton LLP
Counsel to Saint-Gobain Containers, Inc.

UNITED STATES ATTORNEY
5220 UNITED STATES COURTHOUSE
700 STEWART STREET
SEATTLE, WASHINGTON 98101-1271
(206) 553-7970

EXHIBIT A

SAINT-GOBAIN CONTAINERS

Startup Assessment Log for Plant _____ Furnace_____

After the "seal-up" phase, if the below operating criteria are all met for 5 continuous days, there would be a presumption that the Startup could be ended early if the 70th day after startup has not yet occurred.

SGCI Instructions: Each day beginning at the end of "Seal-Up" phase, the responsible Corporate Furnace Engineer is responsible to assess, (or have an assigned designated substitute assess) each item. For each item not meeting the condition described, mark "n" in the box next to that item and enter a comment. Otherwise mark "y".

Day after "Seal up" day which occurred on: mm/dd/yy

Item #	Startup Function	+1	+2	+3	+4	+5	+6	+7	+8	+9	+10	+11	+12	+13	+14	+15	+16	+17	+18	+19	+20	+21	+22	+23	+24	+25	+26	+27	+28	+29	+30	+31	+32	+33	+34	+35	+36	+37	+38	+39	+40	+41	+42	+43	+44	+45	+46	+47	+48	+49	+50	+51	+52	+53	+54	+55	+56	+57	+58	+59	+60
1	Batchhouse delivering required batch and cullet with all systems functioning properly																																																																
2	Batch charging and wetting operating properly with consistant batch pattern																																																																
3	Furnace has remained properly sealed with no late term shifting or expansion																																																																
4	All flames and burner alignments optimized.																																																																
5	All glass quality parameters within specification																																																																
6	All combustion controls functioning properly and calibrated																																																																
7	Electric boost system and controls operating properly and calibrated																																																																
8	All temperature monitoring and control equipment functioning properly and calibrated																																																																
9	All refractory cooling systems operating properly																																																																
10	Furnace draft and furnace pressure control equipment functioning properly and calibrated																																																																
11	Furnace reversal systems functioning properly																																																																
12	All CEMs and COMs operating and giving non-certified but believeable values within specified limits.																																																																
13	Glass Level measurement and control systems operating properly																																																																
	Total Checked Items																																																																

Corporate Furnace Engineer Responsible for Operation Assessment _____ **Certified as "Ready to Comply" (Signature and Date)** _____

Designated Substitute Assessor _____

SAINT-GOBAIN
CONTAINERS

EXHIBIT B

May 12, 2009

Via: E-mail and U.S. Mail

NJDEP Division of Air Quality
Mr. Robert Esposito
Air Quality Permitting Element
401 E. State Street; 2nd Floor
P.O. Box 27
Trenton, NJ 08625

RE: Saint-Gobain Consent Decree – Surrender of Banked Emission Credits

Dear Mr. Esposito:

Pursuant to the terms of a soon-to-be lodged Consent Decree between Saint-Gobain Containers, Inc. ("SGCI") and the United States, SGCI requests that all of its remaining emission credits in the New Jersey Emission Credit Bank at Bank Log Numbers BK-99-0013 and BK-99-0014 be permanently retired and removed from its accounts. These emission credits are associated with the permanent shutdown of two glass furnaces at the Millville facility; formerly located at 328 South Second Street, Millville, New Jersey.

Please confirm in writing a verification that all credits have been permanently surrendered and retired and specifying how many credits were actually retired. Please contact me at 765)741-7994 if you have questions about this request.

Thank you for your assistance.

Sincerely,

Steven B. Smith
VP Environmental Affairs

SBS

Saint-Gobain Containers
1509 South Macedonia Avenue • PO Box 4200 • Muncie, IN 47307-4200 • Tel. 765-741-7000 • Fax 765-741-7012