

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF CONNECTICUT

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UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No.
	)	
AMERIPRIDE SERVICES, INC.	)	
	)	
Defendant.	)	

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CONSENT DECREE

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WHEREAS, Plaintiff, the United States of America, on behalf of the United States Environmental Protection Agency (“EPA”) has filed contemporaneously with the lodging of this Consent Decree a Complaint in this action (“Complaint”) alleging that AmeriPride Services, Inc. (“AmeriPride” or “Defendant”) has violated the Clean Water Act (“CWA”), 33 U.S.C. §§ 1251-1387, and regulations and permits issued thereunder, including the permit that the State of Connecticut Department of Environmental Protection issued to AmeriPride under the authority of the EPA-approved State pretreatment program, set forth in Sections 22a-416 through 22a-438 of the Connecticut General Statutes and Sections 22a-430-1 through 22a-430-7 of the Regulations of Connecticut;

WHEREAS, the United States and AmeriPride (together, “the Parties”) without the necessity of trial regarding any issue of fact or law, and without any admission of liability by AmeriPride, consent to entry of this Consent Decree;

WHEREAS, the Parties agree, and the Court finds, that settlement of this action without adjudication or admission of facts or law is in the public interest and that entry of this Consent Decree without further litigation is an appropriate resolution of the claims alleged in the Complaint;

THEREFORE, it is adjudged, ordered and decreed as follows:

## **I. BACKGROUND**

1. AmeriPride is a privately held corporation organized in Delaware.
2. AmeriPride operates a commercial and industrial laundering facility located at 490 Wethersfield Avenue in Hartford, Connecticut (“the Facility”). AmeriPride discharges process wastewaters from the Facility to the Metropolitan District’s wastewater pollution control facility also located in Hartford, Connecticut (“the POTW”).
3. The Complaint alleges that AmeriPride’s operations at the Facility failed to comply with CWA requirements by violating the National Pretreatment Standard prohibiting the discharge of wastewaters with a pH lower than 5.0 Standard Units (“S.U.”) found at 40 C.F.R. § 403.5(b)(2) (“National pH Standard”). The Complaint also alleges that AmeriPride has violated industrial discharge limitations for pH, oil and grease, and total zinc, total lead and total copper (collectively, “Metals”) set forth in a May 31, 2001 industrial discharge permit that the State of Connecticut issued to AmeriPride (“the Permit”).

## **II. STATEMENT OF CLAIM**

4. The Complaint states claims upon which relief can be granted against AmeriPride pursuant to Section 309 of the CWA, 33 U.S.C. § 1319.

### **III. JURISDICTION AND VENUE**

5. The Court has jurisdiction over the subject matter of this action and over the parties to this Consent Decree pursuant to Section 309(b) of the CWA, 33 U.S.C. § 1319(b) and 28 U.S.C. §§ 1331, 1345 and 1355. AmeriPride waives all objections it might have raised to such jurisdiction.

6. Venue properly lies in this district pursuant to Section 309(b) of the CWA, 33 U.S.C. § 1319(b) and 28 U.S.C. § 1395. AmeriPride waives all objections it might have raised to such venue.

7. The United States has notified the State of Connecticut of the commencement of this action, pursuant to Section 309(b) of the CWA, 33 U.S.C. § 1319(b).

### **IV. APPLICABILITY**

8. The provisions of this Consent Decree shall apply to and be binding upon the United States on behalf of the EPA, and upon AmeriPride and its officers, directors, agents, employees acting in their official capacities, successors, and assigns. AmeriPride shall provide written notice and a true copy of this Consent Decree to all persons, firms, and corporations participating with AmeriPride in the performance of this Consent Decree. AmeriPride also shall provide written notice and a true copy of this Consent Decree to all successors in interest at least thirty (30) days prior to any transfer of ownership or other

interest in all or part of the Facility or operations at the Facility unless this Consent Decree is terminated prior to such transfer. Simultaneously with such notice, AmeriPride shall notify, in writing, EPA Region I and the United States Attorney for the District of Connecticut, at the addresses specified in Section XIII of this Consent Decree, of the prospective succession in interest and that such notice and copy has been given by AmeriPride. In the event of transfer of ownership or other interest in the Facility or Facility operations, AmeriPride shall not be released from the obligations or liability for compliance contained in this Consent Decree regarding the transferred Facility or operations unless (a) the new owner specifically assumes, and has the financial and technical ability to assume, the obligations and liability for compliance contained in this Consent Decree regarding the transferred Facility or operations, and the new owner's assumption of obligation and liability is approved by EPA Region 1 before the transfer is completed, or (b) the transferred Facility permanently ceases all laundering or similar operations. In no event shall AmeriPride be released from its obligations to pay civil penalties pursuant to Section VI or stipulated penalties pursuant to Section IX arising from noncompliance occurring before any plant transfer is completed as provided above.

## **V. DEFINITIONS**

9. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in the CWA or in regulations promulgated pursuant to the CWA

shall have the meanings assigned to them in the CWA or regulations promulgated thereunder. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

- (a) "Consent Decree" or "Decree" shall mean this document and all attachments and appendices hereto;
- (b) "Day" shall mean a calendar day, unless otherwise specified;
- (c) "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral;
- (d) "Parties" shall mean the United States on behalf of EPA and AmeriPride;
- (e) "Provide written notice" shall mean, unless otherwise specified, that information and documents shall be transmitted in accordance with the procedures specified in Section XIII; and
- (e) "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

#### **VI. CIVIL PENALTY**

10. AmeriPride shall pay a civil penalty of \$525,000 not later than thirty (30) days after the entry of this Consent Decree.

11. AmeriPride shall pay the above-described civil penalty by electronic funds transfer in accordance with the written instructions to be provided by the United States

Attorney's Office. The cost of such electronic funds transfer shall be AmeriPride's responsibility. Within three (3) business days of payment, AmeriPride shall provide written notice of payment by way of facsimile and mail to the United States Attorney for the District of Connecticut, EPA Region 1, and the Department of Justice, pursuant to Section XIII below. The written notice shall contain a statement showing the calculation of any interest, if required, included in the payment.

12. If AmeriPride makes a late payment of the penalty, AmeriPride shall pay interest on the unpaid penalty from the date of entry of this Consent Decree and calculated in accordance with 28 U.S.C. § 1961. AmeriPride shall also be liable for stipulated penalties in accordance with Section IX below.

13. AmeriPride certifies that it shall not use any payments made pursuant to this Section, and any payments made pursuant to Section IX, in any way as, or in furtherance of, a tax deduction for AmeriPride, or any of its corporate affiliates, under federal, state or local law. AmeriPride specifically waives any confidentiality rights it has with respect to such payments on its federal tax returns and return information under 26 U.S.C. § 6103, and on any state or local tax returns, as to the United States for the purpose of ensuring the accuracy of this certification.



## **VII. COMPLIANCE REQUIREMENTS**

14. Except as otherwise provided in Section IV above, AmeriPride shall comply at all times at the Facility with the CWA, and with all regulations and permits issued thereunder, including but not limited to the National Pretreatment Standard prohibiting the discharge of wastewaters with a pH lower than 5.0 Standard Units (“S.U.”) found at 40 C.F.R. § 403.5(b)(2) (“National pH Standard”).

15. Except as otherwise provided in Section IV above, AmeriPride shall comply at all times at the Facility with the Permit and the State of Connecticut’s Pretreatment Program set forth in Sections 22a-416 through 22a-438 of the Connecticut General Statutes and Sections 22a-430-1 through 22a-430-7 of the Regulations of Connecticut.

## **VIII. REPORTING REQUIREMENTS**

16. AmeriPride shall provide quarterly reports for the Facility. The quarterly reports shall provide the following information:

- A. A list of every instance when AmeriPride’s wastewater pH results were below 6.0 S.U. and every instance when AmeriPride’s wastewater pH results were above 11.0 S.U. (“pH Excursion”). If no such pH Excursion(s) occurred during the reporting period, the quarterly report shall state no pH Excursions occurred. For every instance of pH Excursion listed, the reports shall include the date and duration (in minutes) of the pH Excursion, the

lowest or highest pH values recorded during the pH Excursion, and a brief explanation of the cause for the pH Excursion. AmeriPride shall monitor its wastewaters for pH using a wheel chart that reflects only one 24 hour period of discharge monitoring.

B. A listing of every instance when AmeriPride's wastewater oil and grease results exceed the Permit's monthly average limit of 50 mg/l or the maximum daily limit of 100 mg/l ("Oil and Grease Excursion"). For every instance of Oil and Grease Excursion listed, the reports shall include the date and a brief explanation of the cause of the Oil and Grease Excursion.

C. A listing of every instance when AmeriPride's wastewater total lead, total nickel and total zinc results exceed the Permit's limits as :

	Average Monthly Limit	Maximum Daily Limit
Total Lead:	0.1 mg/l	0.5 mg/l
Total Nickel:	1.0 mg/l	2.0 mg/l
Total Zinc:	1.0 mg/l	2.0 mg/l

For every instance of an excursion listed from the limits listed above ("Metals Excursion"), the reports shall include the date and a brief explanation of the cause of the Metals Excursion.

AmeriPride shall provide the above-required information for each calendar quarter to EPA Region 1 postmarked within 15 days after the end of the quarter, that is, by no later than January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup> and October 15<sup>th</sup> of each year until termination of this Consent Decree.

17. The reporting requirements of this Section do not relieve AmeriPride of any reporting obligations required by any federal, state, or local law, regulation, permit, or other requirement.

18. Any information provided by AmeriPride pursuant to this Consent Decree may be used by the United States in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

**IX. STIPULATED PENALTIES**

19. Except as otherwise provided in this Consent Decree, AmeriPride shall be liable for stipulated penalties as set forth below in this Section.

20. Failure to Pay Civil Penalty: If AmeriPride fails to timely pay any amount of the civil penalty set out in Section VI not later than thirty (30) days after the entry of this Consent Decree, AmeriPride shall be liable for the unpaid amount and interest on the unpaid amount as provided in Section VI, and for stipulated penalties as follows:

<u>Days of Failure to Pay</u>	<u>Penalty Per Day</u>
1 to 30 days	\$ 1,000
31 days and beyond	\$ 2,000

21. Failure to Comply with Compliance Requirements: AmeriPride shall pay stipulated penalties as set forth below for failure to comply with any of the requirements set forth in Paragraphs 14 and 15, including, but not limited to, discharges of wastewater from the Facility to the POTW in violation of EPA's National Prohibited Discharge Standards set out at 40 C.F.R. § 403.5, or the Permit's effluent limits for pH, oil and grease, or Metals:

A. For each day that AmeriPride violates the EPA's National Prohibited Discharge Standards set out at 40 C.F.R. § 403.5, or the Permit's effluent limits for pH, or the Permit's daily maximum discharge limitation for oil and grease or Metals:

<u>Days of Violation</u>	<u>Penalty Per Violation Per Day</u>
1 to 30 days	\$ 500
31 to 60 days	\$ 1,000
61 days and beyond	\$ 2,000

B. Five thousand dollars (\$5,000) for each violation of the Permit's monthly average discharge limitations for oil and grease or Metals.

22. Failure to Provide Required Information: If AmeriPride fails to timely provide any information required pursuant to Section VIII above, AmeriPride shall be liable for stipulated penalties as follows:

<u>Days of Failure to Provide Information</u>	<u>Penalty Per Day</u>
1 to 30 days	\$ 250
31 to 60 days	\$ 1,000
61 days and beyond	\$ 1,500

23. Stipulated penalties arising under this Section shall begin to accrue on the day that the violation of this Consent Decree first occurs, and shall continue to accrue for each day until the day upon which the violation is fully corrected. Separate stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree. Stipulated penalties shall accrue regardless of whether the United States has notified AmeriPride that a violation of this Consent Decree has occurred.

24. Stipulated penalties shall become due and owing, and shall be paid by AmeriPride, not later than thirty (30) days after the United States issues AmeriPride a written demand for them. If any such demanded stipulated penalties are not paid in full when due, AmeriPride shall pay the unpaid penalties and interest thereon. Such interest shall accrue from the date the penalties were due, and shall be calculated in accordance with 28 U.S.C. § 1961.

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

26. Stipulated Penalty Payments shall be made as follows:

A. Stipulated penalty payments of less than fifty thousand dollars (\$50,000) may be made to the United States by FedWire Electronic Funds Transfer (“EFT”), as described below in Paragraph 26.B. Stipulated penalty payments of less than fifty thousand dollars (\$50,000) may also be made to the United States by certified check, payable to “Treasurer of the United States of America” Such certified check shall be tendered to the United States Attorney for the District of Connecticut, together with a transmittal letter stating the basis for the penalties, describing the calculation of the penalties (including any calculation of interest), and referencing USAO File Number 2009V01089, DOJ Case Number 90-5-2-1-09559, and the civil action number of this case. Alternatively, AmeriPride may pay penalties of less than \$50,000 through Pay.Gov. AmeriPride shall send a copy of the check and transmittal letter, or a copy of the Pay.Gov transaction, to EPA Region 1 and the Department of Justice at the addressees specified in Section XIII.

B. Stipulated penalty payments of any amount may be made by FedWire Electronic Funds Transfer (“EFT”), made in accordance with current EFT procedures and with written instructions to be provided by the United States Attorney's Office, Financial Litigation Unit, New Haven, Connecticut. The cost of such EFT payment shall be AmeriPride’s responsibility. The EFT payment shall reference USAO File Number 2008V01089, DOJ Case Number 90-5-2-1-09559, and the case’s civil action number.

AmeriPride shall send a copy of the electronic funds transfer authorization form, the electronic funds transfer transaction record, and a transmittal letter describing the basis for the penalties and their calculation (including any calculation of interest), to EPA Region 1 and the Department of Justice at the addresses specified in Section XIII.

27. Stipulated penalties shall continue to accrue as provided in Paragraph 23 above during any dispute resolution for stipulated penalties arising under Paragraphs 20, 21 and 22, with interest on accrued 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 EPA that is not appealed to the Court, AmeriPride shall pay accrued penalties determined to be owing, together with interest, to the United States within thirty (30) days of the effective date of the agreement or the receipt of EPA's decision;
- (b) If the dispute is appealed to the Court and the United States prevails in whole or in part, AmeriPride shall pay all accrued penalties determined by the Court to be owing, together with interest, within sixty (60) days of receiving the Court's decision or order, except as provided in Subparagraph (c), below;
- (c) If any party appeals the Court's decision, AmeriPride shall pay all

accrued penalties determined to be owing, together with interest, within fifteen (15) days of receiving the final appellate court decision.

28. The stipulated penalty provisions of this Section shall be in addition to all other rights reserved by the United States pursuant to Section XII below. Nothing in this Section shall be construed as prohibiting, altering, or in any way limiting the ability of the United States to seek other remedies or sanctions available by virtue of any violation by AmeriPride of this Consent Decree or of the statutes, regulations or permits referenced within it.

#### **X. FORCE MAJEURE**

29. Stipulated penalties shall not be due for the number of days of noncompliance with this Consent Decree caused by a Force Majeure event as defined in this Paragraph, provided that AmeriPride complies with the terms of this Section. "Force Majeure," for purposes of this Consent Decree, is defined as any event arising from causes entirely beyond the control of AmeriPride, its consultants, contractors and subcontractors, that causes or may cause noncompliance with the requirements of this Consent Decree subject to stipulated penalties despite the best efforts of AmeriPride, its consultants, contractors, and subcontractors, to avoid the delay. "Best efforts" include using best efforts to anticipate any potential force majeure event and to address the effects of any such event (a) as it is occurring; and (b) after it has occurred, such that the noncompliance



is minimized to the greatest extent possible. Force majeure does not include AmeriPride's financial inability to comply with the requirements of this Consent Decree.

30. If any event occurs which causes or may cause noncompliance with any obligation or requirement of this Consent Decree subject to stipulated penalties, whether or not caused by a Force Majeure event, AmeriPride shall provide written notice to EPA as soon as possible, but not later than seven (7) days after the time AmeriPride first knew of, or by the exercise of due diligence, should have know of, a claimed force majeure event. The notice shall describe the noncompliance or expected noncompliance, including its causes and expected duration; describe the measures taken and to be taken by AmeriPride to prevent or minimize the noncompliance or expected noncompliance; provide a schedule for carrying out those actions; and state AmeriPride's rationale for attributing any noncompliance or expected noncompliance to a force majeure event. Failure to provide timely and complete notice in accordance with this Paragraph shall preclude AmeriPride from asserting any claim of force majeure with respect to the event in question.

31. If the United States agrees that noncompliance or potential noncompliance with an obligation or requirement of this Consent Decree is attributable to force majeure, the Parties may agree in writing to extend the time for AmeriPride to comply with the obligation or requirement, not to exceed the amount of time lost due to the actual unavoidable delay resulting from such circumstances. Stipulated penalties shall not accrue

with respect to such obligation during the extension provided by the United States for performance. An extension of time to perform the obligation affected by a force majeure event shall not, by itself, extend the time to perform any other obligation under this Consent Decree.

32. If the United States does not agree that a force majeure event has occurred or does not agree to the extension of time sought by AmeriPride, the United States' position shall be binding, unless AmeriPride invokes dispute resolution under Section XI below. In any such dispute, AmeriPride shall bear the burden of proving, by a preponderance of the evidence, that each claimed force majeure event is a force majeure event as defined by this Section; that AmeriPride provided the written notice required by Paragraph 30; that the force majeure event caused any noncompliance AmeriPride claims was attributable to that event; and that AmeriPride exercised its best efforts to prevent or minimize any noncompliance caused by the event.

#### **XI. DISPUTE RESOLUTION**

33. Unless otherwise provided in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. However, such procedures shall not apply to actions by the United States to enforce obligations of AmeriPride that have not been disputed in accordance with this Section.

34. Informal Dispute Resolution: Any dispute subject to dispute resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when AmeriPride provides written notice to EPA describing the nature of the dispute and requesting informal negotiations to resolve it. The period of informal negotiations shall not exceed twenty (20) days beyond the date that EPA receives AmeriPride's written notice, and in no event shall extend more than thirty (30) days beyond the date on which the dispute arose, unless EPA and Ameripride agree in writing to a longer period. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by EPA shall be considered binding unless, within thirty (30) days after the conclusion of the informal negotiation period, AmeriPride invokes formal dispute resolution procedures as set forth below.

35. Formal Dispute Resolution: AmeriPride shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by providing written notice to the United States containing a statement of position regarding the matter in dispute. The statement of position shall include, but need not be limited to, any factual data, analysis, or opinion supporting AmeriPride's's position and any supporting documentation relied upon by AmeriPride.

36. The United States shall provide written notice containing its own statement of position to AmeriPride within forty-five (45) days of receipt of AmeriPride's statement

of position. The United States' statement of position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and all supporting documents relied upon by the United States. The United States' statement of position shall be binding on AmeriPride, unless AmeriPride files a motion for judicial review of the dispute in accordance with the following Paragraph.

37. AmeriPride may seek judicial review of the dispute by filing with the Court and serving on the United States, in accordance with Section XIII, a motion requesting judicial resolution of the dispute. The motion must be filed within ten (10) days of receipt of the United States' statement of position pursuant to the preceding Paragraph. The motion shall contain a written statement of AmeriPride's position on the matter in dispute, including any supporting factual data, analysis, opinion or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of this Consent Decree. AmeriPride's motion to the Court shall not raise new issues or submit new facts that were not presented to EPA during the informal dispute resolution period.

38. The United States shall respond to AmeriPride's motion within the time period provided in the local rules of the Court, unless the Parties stipulate otherwise. AmeriPride may file a reply memorandum, to the extent permitted by the local rules or the Parties' stipulation, as applicable.

39. In any judicial proceeding pursuant to this Section's formal dispute resolution procedures, AmeriPride shall bear the burden of demonstrating that its position clearly complies with, and furthers the objectives of, this Consent Decree and the CWA, and that AmeriPride is entitled to relief under applicable law. The United States reserves the right to argue that its position is reviewable only on the administrative record and must be upheld unless arbitrary and capricious or otherwise not in accordance with law.

40. The invocation of dispute resolution procedures under this Section shall not extend, postpone, or affect any obligation of AmeriPride under this Consent Decree not directly in dispute. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in this Section. If AmeriPride does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section IX above.

41. Nothing shall prevent the Parties from using alternative dispute resolution procedures, such as mediation, to resolve disputes arising under this Section.

42. The assessment of stipulated penalties pursuant to Paragraph 20 regarding AmeriPride's failure to timely pay its civil penalty shall not be subject to dispute resolution under this Section.

## **XII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS**

43. This Consent Decree resolves the civil claims of the United States for the violations alleged in the Complaint filed in this action through the date of lodging of this Consent Decree. This Consent Decree does not limit any rights or remedies available to the United States for any criminal violations.

44. Except as expressly provided in this Section, this Consent Decree shall not be construed to prevent or limit the rights of the United States to obtain penalties or injunctive relief under the CWA, any regulations and permits issued pursuant to the CWA, or any other federal or state laws, regulations, or permits.

45. This Consent Decree is not a permit, or a modification of any permit, under any federal, state, or local laws or regulations, and in no way relieves AmeriPride of its responsibility to comply with all applicable federal, state, and local permits, laws and regulations. The United States does not, by its consent to the entry of this Consent Decree, warrant or aver in any manner that AmeriPride's compliance with any aspect of this Consent Decree will result in compliance with the provisions of the CWA, or with any regulations or permits issued thereunder.

46. This Consent Decree does not limit or affect the rights of AmeriPride or of the United States against any third parties not party to this Consent Decree, nor does it

limit the rights of third parties not party to this Consent Decree against AmeriPride, except as otherwise provided by law.

47. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

48. Except as expressly provided in this Consent Decree, the United States reserves all legal and equitable remedies available to enforce the provisions of the Decree. The United States further reserves all legal and equitable remedies to address any imminent and substantial endangerment to the public health, welfare or the environment arising at or posed by the Facility, whether related to the violations addressed in this Consent Decree or otherwise.

### **XIII. NOTICES**

49. Whenever under the terms of this Consent Decree written notice is required to be provided or written information is required to be sent to the United States, the notice or information shall be mailed to the individuals and addresses specified below, unless any such individual or such individual's successor gives notice in writing that notice should be mailed to a different individual or to a different address, or unless this Consent Decree specifically provides otherwise.

As to the United States Attorney, District of Connecticut:

Douglas Morabito  
Assistant United States Attorney  
Office of the United States Attorney  
Connecticut Financial Center  
157 Church Street, Floor 23  
New Haven, Connecticut 06510  
Fax: (203) 773-5373

As to the Department of Justice:

Chief, Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611  
Attn: Brian Donohue  
Fax: (202) 616-2427

As to EPA:

Kathleen E. Woodward  
Senior Enforcement Counsel  
Office of Environmental Stewardship  
U. S. Environmental Protection Agency,  
Region 1  
One Congress Street (Mailcode SEL)  
Boston, Massachusetts 02114-2023  
Fax: (617) 918-0780

Joseph Canzano  
Regional Pretreatment Compliance Coordinator  
Water Technical Unit  
Office of Environmental Stewardship  
U.S. Environmental Protection Agency  
Region 1



One Congress Street (Mailcode SEW)  
Boston, Massachusetts 02114-2023  
Fax: (617) 918-0763

As to AmeriPride:

Rojean Rada, Esq.  
Secretary and General Counsel  
AmeriPride Services, Inc.  
10801 Wayzata Boulevard  
Minnetonka, MN 55305  
Fax: (952) 738-3140

with a copy to:

Tricia H. Foley, Esq.  
Day Pitney LLP  
242 Trumbull Street  
Hartford, CT 06103  
Fax: (860) 881-2464

50. All notices, reports and other written submissions required by this Consent

Decree to be sent by AmeriPride to the United States shall contain 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 to it, 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 gathered and presented the information contained therein. I further certify, based on personal knowledge or on my inquiry of those individuals immediately responsible 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 knowing and willful submission of a materially false statement.

51. AmeriPride shall ensure that such certified statement is signed by a responsible corporate officer, such as a president, vice-president, secretary, treasurer, or other person responsible for a principal business function, or a senior manager responsible for environmental policy-making and decision-making.

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

#### **XIV. COSTS**

53. Each party shall bear its own costs, disbursements and attorney's fees in this action, and specifically waives any right to recover such costs, disbursements or attorney's fees from the other party pursuant to the Equal Access to Justice Act, 5 U.S.C. § 504, or other applicable law. However, the United States shall be entitled to collect its costs, disbursements and attorney's fees incurred in any successful action necessary to collect any outstanding penalties due under this Consent Decree or to otherwise enforce the Decree.

## **XV. BANKRUPTCY**

54. In the event that AmeriPride commences bankruptcy or reorganization proceedings or seeks appointment of a trustee, custodian or other similar official or such proceedings are commenced against it:

- (a) It is the intent of the Parties that the United States shall have an allowed claim in the amount of \$525,000, plus interest calculated in accordance with 28 U.S.C. § 1961, from the effective date of this Decree, plus the costs and fees incurred by the United States through its participation in and preparation for such proceedings, less any payments of principal and interest already made to the United States; and
- (b) if any of the terms of Subparagraph (a) above are set aside for any reason, the United States, at its sole option and in its discretion, may rescind the terms of this Consent Decree and seek penalties and injunctive relief under the CWA and any other applicable federal or state statutes and regulations, for the violations alleged in the Complaint, or in the alternative, enforce the remaining terms of this Consent Decree.

## **XVI. MODIFICATION**

55. The terms of this Consent Decree may be modified only by a subsequent written agreement signed by the Parties. Where the modification constitutes a material

change to any term of this Consent Decree, it shall be effective only upon approval by the Court.

#### **XVII. INTEGRATION**

56. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. 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.

#### **XVIII. SIGNATORIES/SERVICE**

57. Each party certifies that at least one of their undersigned representatives is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such party to this document.

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

59. AmeriPride agrees to accept service of process by mail with respect to all matters arising under this Consent Decree and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of

this Court including, but not limited to, service of a summons. AmeriPride agrees that the following agent is authorized to accept the above-described service of process on AmeriPride's behalf:

CT Corporation System  
20 Church Street  
Hartford, CT 06103

AmeriPride shall notify the United States as specified in Section XIII above of any change in the identity or address of AmeriPride, its agent for service, or its counsel.

#### **XIX. PUBLIC PARTICIPATION**

60. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if, upon consideration of the comments regarding this Consent Decree, the United States concludes that this Consent Decree is inappropriate, improper, or inadequate. AmeriPride consents to entry of this Consent Decree without further notice or proceedings. AmeriPride agrees not to oppose the entry of the Decree or to challenge any of the Decree's provisions, unless the United States has notified AmeriPride in writing that it no longer supports entry of the Decree.

61. If, for any reason, this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party, and the terms of the agreement may not be used as evidence in any litigation between the Parties.

**XX. EFFECTIVE AND TERMINATION DATES**

62. This Consent Decree shall be effective upon the date of its entry by the Court.

63. AmeriPride may provide the United States with a written request for termination of this Consent Decree after AmeriPride has (a) maintained compliance with this Consent Decree to the satisfaction of EPA for one year after the Consent Decree's effective date; and (b) has paid the civil penalty and any stipulated penalties required by this Consent Decree. The request for termination shall state that AmeriPride has satisfied the above requirements, and shall include any necessary supporting documentation.

64. Following receipt by the United States of AmeriPride's request for termination, the Parties shall confer informally concerning the request and any disagreement that the Parties may have as to whether AmeriPride has satisfactorily complied with the requirements for termination of this Consent Decree. If the United States agrees that this Consent Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating this Consent Decree.

65. If the United States does not agree that this Consent Decree may be terminated, AmeriPride may invoke dispute resolution under Section XI above. However, AmeriPride shall not seek such dispute resolution until sixty (60) days after service of its request for termination.

**XXI. RETENTION OF JURISDICTION**

66. Until this Consent Decree is terminated, the Court shall retain jurisdiction over the Parties and the Decree in order to enforce its terms and to take any other action necessary or appropriate to effectuate it. AmeriPride shall not challenge, on statute of limitations or on any other grounds, the Court's jurisdiction to enforce or otherwise effectuate this Consent Decree.

**XXII. FINAL JUDGMENT**

67. Entry of this Consent Decree constitutes a final judgment under Rule 54 of the Federal Rules of Civil Procedure.

Judgment is hereby entered in accordance with the foregoing Consent Decree this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

\_\_\_\_\_  
UNITED STATES DISTRICT JUDGE

**UNITED STATES V. AMERIPRIDE SERVICES, INC. CONSENT DECREE**

For Plaintiff, UNITED STATES OF AMERICA:

Nora R. Dannehy  
United States Attorney  
District of Connecticut

By:

Date 8/20/09

\_\_\_\_\_  
Douglas Morabito  
Assistant United States Attorney  
Office of the United States Attorney  
Connecticut Financial Center  
157 Church Street, Floor 23  
New Haven, Connecticut 06510



**UNITED STATES V. AMERIPRIDE SERVICES, INC. CONSENT DECREE**

For Plaintiff, UNITED STATES OF AMERICA:

JOHN C. CRUDEN  
Assistant Attorney General  
Environment and Natural Resources Division  
United States Department of Justice

By:

\_\_\_\_\_  
Ellen Mahan  
Deputy Chief  
Environmental Enforcement Section  
Environment and Natural Resources Division  
United States Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611

8/20/09  
\_\_\_\_\_  
Date

**UNITED STATES V. AMERIPRIDE SERVICES, INC. CONSENT DECREE**

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

\_\_\_\_\_  
Susan Studlien  
Director  
Office of Environmental Stewardship  
U.S. Environmental Protection Agency,  
Region I  
One Congress Street (Mailcode SAA)  
Boston, Massachusetts 02114-2023

08/18/09  
Date

\_\_\_\_\_  
Kathleen E. Woodward  
Senior Enforcement Counsel  
Office of Environmental Stewardship  
U.S. Environmental Protection Agency,  
Region I  
One Congress Street (Mailcode SEL)  
Boston, Massachusetts 02114-2023

8/18/09  
Date

**UNITED STATES V. AMERIPRIDE SERVICES, INC. CONSENT DECREE**

FOR Defendant, AMERIPRIDE SERVICES, INC.:

\_\_\_\_\_

\_\_\_\_\_  
President  
AmeriPride Services, Inc.

\_\_\_\_\_  
\_\_\_\_\_

*August 19 2009*  
\_\_\_\_\_

Date