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WHEREAS, Plaintiff United States of America, on behalf of the United States Environmental Protection Agency (“EPA”) has filed a complaint concurrently with this Consent Decree, alleging that BCP Ingredients, Inc. (“BCP”), violated Section 112(r)(7) of the Clean Air Act (“CAA” or “Act”), 42 U.S.C. § 7412(r)(7), and its implementing regulations at 40 C.F.R. Part 68 (“Part 68 Regulations”).

WHEREAS, the United States’ Complaint includes multiple claims related to BCP’s failure to prepare and implement a risk management plan (“RMP”) to detect and prevent or minimize accidental releases of hazardous chemicals used at its chemical manufacturing and re-packaging facility located in Verona, Missouri (“Facility”). BCP is subject to RMP and other requirements in the Part 68 Regulations because several processes at the Facility involve more than a threshold quantity of ethylene oxide (“EtO”) and trimethylamine (“TMA”). Both EtO and TMA are regulated substances under the Part 68 Regulations. BCP operates an EtO scrubber to control EtO emissions from the EtO Scrubber Stack at the Facility.

WHEREAS, approximately 1,290 pounds of EtO was accidentally released by BCP into the atmosphere during railcar unloading at the Facility. With respect to RMP requirements, the Complaint alleges that BCP failed to: (1) develop certain required standard operating procedures (“SOPs”); (2) correct mechanical deficiencies in select equipment related to leak prevention and maintenance; (3) follow certain required SOPs; (4) perform certain required process hazard analysis (“PHA”) for drum truck storage processes; (5) comply with certain audit requirements under the Part 68 Regulations; (6) develop plans to coordinate with local emergency and response agencies under the Part 68 Regulations; and (7) properly document certain of its compliance requirements for hazard assessments and for other covered processes under the Part 68 Regulations.

WHEREAS, the enhanced scrubber system is estimated to remove 16,550 pounds of additional EtO over the useful life of the scrubber system (estimated at 30 years).

WHEREAS, BCP does not admit any liability to the United States arising out of the transactions or occurrences alleged in the Complaint.

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

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section I (Jurisdiction and Venue), with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section 113(b) of the Act, 42 U.S.C. § 7413(b) and over the Parties. Venue lies in this District pursuant to 42 U.S.C. § 7413(b), and 28 U.S.C. §§ 1391(b) and (c), 1395(a), because the violations alleged in the Complaint are alleged to have occurred in, and BCP conducts business in, this judicial district. For purposes of this Consent Decree, or any action to enforce this Decree, BCP consents to the Court's jurisdiction over this Consent Decree and any such action and over BCP and consents to venue in this judicial district.

2. For purposes of this Consent Decree, BCP agrees that the Complaint states claims upon which relief may be granted pursuant to Section 113(b) of the Act, 42 U.S.C. § 7413(b).

II. APPLICABILITY

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

4. No transfer of ownership or operation of the Facility, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve BCP of its obligation to ensure that the terms of the Consent Decree are implemented. At least 30 Days prior to such transfer, BCP shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written agreement, to EPA, and DOJ and the United States Attorney for the Western District of Missouri, in accordance with Section XVI (Notices). Any attempt to transfer ownership or operation of the Facility without complying with this Paragraph constitutes a violation of this Consent Decree.

5. BCP shall provide a copy of this Consent Decree to all officers, employees, and agents whose duties might reasonably include compliance with any provision of this Decree, as well as to any contractor retained to perform work required under this Consent Decree. BCP shall be responsible for ensuring that all employees and contractors involved in performing any work pursuant to this Consent Decree perform such work in compliance with the requirements of this Consent Decree. Copies of this Consent Decree do not need to be supplied to firms retained solely to supply materials or equipment to satisfy the requirements of this Consent Decree.

6. In any action to enforce this Consent Decree, BCP shall not raise as a defense the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

III. DEFINITIONS

7. Terms used in this Consent Decree that are defined in the Act or in regulations promulgated pursuant to the Act have the meanings assigned to them in the Act or such regulations, unless otherwise provided in this Consent Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions apply:

8. “Complaint” means the complaint filed by the United States in this action;

a. “Consent Decree” or “Decree” means this Decree and all appendices attached hereto listed in Section XXVII;

b. “Day” means a calendar day unless expressly stated to be a business day. In computing any period of time for a deadline under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period runs until the close of business of the next business day;

c. “Defendant” means BCP Ingredients, Inc. (“BCP”);

d. “DOJ” means the United States Department of Justice and any of its successor departments or agencies;

e. “EPA” means the United States Environmental Protection Agency and any of its successor departments or agencies;

f. “Effective Date” means the definition provided in Section XVII.

g. “EtO Scrubber Stack” means emission point EP 10-1 identified in the Permit to Construct issued on January 29, 2008 (Permit Number: 012008-012) by the Missouri Department of Natural Resources.

h. “Facility” means BCP’s chemical manufacturing and re-packaging facility located in Verona, Missouri, at 299 Extension Street.

- i. “Paragraph” means a portion of this Consent Decree identified by an Arabic numeral;
- j. “Parties” means the United States and BCP;
- k. “Section” means a portion of this Decree identified by a Roman numeral;
- l. “United States” means the United States of America, acting on behalf of EPA.

IV. CIVIL PENALTY

9. Within 30 Days after the Effective Date, BCP shall pay the sum of \$300,000 as a civil penalty, together with interest accruing from the date of lodging of the Consent Decree, at the rate specified in 28 U.S.C. § 1961.

10. BCP shall pay a civil penalty of \$300,000, together with interest, to the United States by FedWire Electronic Funds Transfer (“EFT”) to the DOJ account, in accordance with instructions provided to BCP by the Financial Litigation Unit (“FLU”) of the United States Attorney’s Office for the Western District of Missouri after the Effective Date. The payment instructions provided by the FLU will include a Consolidated Debt Collection System (“CDCS”) number, which BCP shall use to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions to:

Shawn Thomas
Director of Environmental, Health & Safety
BCP Ingredients, Inc.
5 Paragon Drive
Montvale, NJ 07645
SThomas@balchem.com

on behalf of BCP. BCP may change the individual to receive payment instructions on its behalf by providing written notice of such change to DOJ and EPA in accordance with Section XVI (Notices).

11. At the time of payment, BCP shall send notice that payment has been made: (i) to EPA via email at cinwd_acctsreceivable@epa.gov or via regular mail at EPA Cincinnati Finance Office, 26 W. Martin Luther King Drive, Cincinnati, Ohio 45268; (ii) to DOJ via email or regular mail in accordance with Section XVI (Notices); and (iii) to EPA in accordance with Section XVI (Notices). Such notice shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in *United States v. BCP Ingredients, Inc.* and shall reference the civil action number, CDCS Number, and DOJ case number 90-5-2-1-12805.

12. BCP shall not deduct any penalties paid under this Consent Decree pursuant to this Section or Section X (Stipulated Penalties) in calculating its federal income tax.

V. COMPLIANCE REQUIREMENTS

13. BCP shall comply with applicable requirements of statutes, regulations, permits, or other legal requirements alleged to have been violated with respect to the Facility, including compliance with Clean Air Act § 112(r), 42 U.S.C. 7412(r)(7), and the Part 68 Regulations.

14. Final Audit Report. BCP engaged a third party to conduct an audit of the Facility in 2022. BCP has been implementing findings from the 2022 audit to improve its RMP program and facilitate compliance with applicable legal requirements. BCP shall complete implementation of recommendations from the 2022 audit by January 31, 2025. By February 28, 2025, BCP shall provide a copy of its final audit completion report to EPA in accordance with Section XVI (Notices) that summarizes implementation of each measure recommended by the 2022 audit to improve the Facility's RMP program as a result of the audit findings.

VI. MITIGATION PROJECT

15. BCP shall implement the following measures to mitigate emissions associated with the violations alleged in the Complaint.

16. Nothing in this Section shall relieve BCP of its obligation to comply with all applicable federal, state, and local laws and regulations in implementing the Additional EtO Scrubber Mitigation Project, as set forth by this Section VI (Mitigation Project), including any requirement to obtain permits under the CAA.

17. Additional EtO Scrubber. BCP shall retrofit its existing scrubber at the Facility with an additional enhanced (Verantis) scrubber that will further reduce EtO emissions at the Facility (“Additional EtO Scrubber”). As soon as possible, but no later than September 1, 2025, BCP shall complete installation and commence operation of the Additional EtO Scrubber to further control EtO emissions from the EtO Scrubber stack at the Facility.

18. BCP shall continuously operate the Additional EtO Scrubber at all times when the associated equipment (e.g., V8, V10, V25, GL750, railcar unloading or any other equipment routed to the scrubber system) is in operation, including during periods of startup, shutdown, and malfunction except during periods of maintenance of the Additional EtO Scrubber. During periods of maintenance of the Additional EtO Scrubber, BCP shall continuously route emissions to and operate the existing EtO scrubber in accordance with the Permit to Construct (Permit Number: 012008-012) issued by the Missouri Department of Natural Resources on January 29, 2008. BCP shall make reasonable efforts to minimize Additional EtO Scrubber downtime due to maintenance.

19. EtO Emissions Reduction from the EtO Scrubber Stack. No later than the date of the startup of the Additional EtO Scrubber described in Paragraph 17 above, BCP shall submit to EPA a manufacturer’s performance guarantee for the Additional EtO Scrubber in accordance with Section XVI (Notices) of this Consent Decree. This performance guarantee shall include an EtO removal efficiency guarantee of 99.95% or greater as guaranteed by the manufacturer.

20. Performance Test. BCP shall conduct a one-time performance test on the Additional EtO Scrubber to demonstrate an EtO removal efficiency rate of at least 99.95% as guaranteed by the manufacturer.

21. BCP shall conduct the performance test no later than 180 days after the startup of the Additional EtO Scrubber. The performance test shall be conducted once during a period of representative conditions.

22. BCP shall submit to EPA for review and approval a performance test protocol at least 60 days before the performance test in accordance with Section XVI (Notices) and Section VII (Approval of Deliverables). The protocol shall include, at a minimum, a description of the sampling and analysis procedures to be used, quality assurance procedures to be used, a description of the calculation methodology for EtO removal efficiency, and a test schedule.

23. BCP shall submit to EPA for review and approval a written report of the results of the performance test within 60 days of test completion in accordance with Section XVI (Notices) and Section VII (Approval of Deliverables). The report shall contain, at a minimum, a description of the sampling and analysis procedures used, quality assurance procedures, EtO removal efficiency, all data used to calculate EtO removal efficiency, a log of process operations during the testing period, and any deviations from the submitted protocol.

24. Additional EtO Scrubber Operating Conditions and Parameters. No later than the date of the startup of the Additional EtO Scrubber described in Paragraph 17 above, BCP shall submit to EPA an operating manual for the Additional EtO Scrubber that includes the manufacturer's intended operating conditions.

25. BCP shall continuously operate within the manufacturer's intended operating conditions, as specified in the operating manual submitted to EPA pursuant to Paragraph 24 above, when the Additional EtO Scrubber is in operation.

26. Ongoing Monitoring. BCP shall monitor and record the sulfuric acid content of the scrubber liquid monthly, beginning when the Additional EtO Scrubber is operational and concluding thirty months thereafter. The results of such monitoring shall be reported to EPA in BCP's semi-annual report in accordance with Section IX (Reporting Requirements) for thirty months from when the Additional EtO Scrubber is operational.

27. Mitigation Project Completion Notice. Within 30 Days following approval of the performance test report described in Paragraph 23, BCP shall submit a notice of completion to the EPA in accordance with Section XVI (Notices) of the Consent Decree. The notice shall include the final costs, projected annualized emission reductions, and the date of Mitigation Project completion.

28. Mitigation Project Certifications. With regard to the installation and operation of the Additional EtO Scrubber, BCP certifies the truth and accuracy of each of the following:

29. That, as of the of the date of executing this Decree, BCP is not required to perform or develop the Mitigation Project by any federal, state, or local law or regulation and is not required to perform or develop the Mitigation Project by agreement, grant, or as injunctive relief awarded in any other action in any forum;

30. That the Mitigation Project is not a Mitigation Project that BCP was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this Decree;

31. That BCP has not received and will not receive credit for the Mitigation Project in any other enforcement action; and

32. That BCP shall neither generate nor use any pollutant reductions from the Mitigation Project as netting reductions, pollutant offsets, or to apply for, obtain, trade, or sell any pollutant reduction credits.

VII. APPROVAL OF DELIVERABLES

33. After review of any plan, report, or other item that is required to be submitted for approval pursuant to this Consent Decree, EPA will in writing:

- a. approve the submission;
- b. approve the submission upon specified conditions;
- c. approve part of the submission and disapprove the remainder; or
- d. disapprove the submission.

34. If the submission is approved pursuant to Paragraph 33.a, BCP 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, as approved. If the submission is conditionally approved or approved only in part pursuant to Paragraph 33.b or 33.c, BCP shall, upon written direction from EPA, take all actions required by the approved plan, report, or other item that EPA determines are technically severable from any disapproved portions.

35. If the submission is disapproved in whole or in part pursuant to Paragraph 33.c or 33.d, BCP shall, within 45 Days or such other time as the Parties agree to in writing, correct all deficiencies and resubmit the plan, report, or other item, or disapproved portion thereof, for approval, in accordance with the preceding Paragraphs. If the resubmission is approved in whole or in part, BCP shall proceed in accordance with the preceding Paragraph.

36. If a resubmitted plan, report, or other item, or portion thereof, is disapproved in whole or in part, EPA may again require BCP to correct any deficiencies, in accordance with the preceding Paragraphs, or may itself correct any deficiencies.

37. If BCP elects to invoke Dispute Resolution as set forth in Section XII (Dispute Resolution) concerning a decision by EPA to disapprove, approve on specified conditions, or modify a deliverable, BCP shall do so by sending a Notice of Dispute in accordance with Paragraph 83 within 30 Days (or such other time as the Parties agree to in writing) after receipt of the applicable decision.

38. Any stipulated penalties applicable to the original submission, as provided in Section X, accrue during the 45 Day period or other specified period, but shall not be payable unless the resubmission is untimely or is disapproved in whole or in part; provided that, if the original submission was so deficient as to constitute a material breach of BCP's obligations under this Decree, the stipulated penalties applicable to the original submission shall be due and payable notwithstanding any subsequent resubmission.

VIII. SUPPLEMENTAL ENVIRONMENTAL PROJECTS

39. BCP shall implement three Supplemental Environmental Projects ("SEPs"): (1) Purchase of Vehicles to Be Used for Mobile Health Services ("Mobile Health Vehicle Purchase SEP"); (2) Provision of Medical Visits SEP ("Medical Visits SEP"); and (3) Purchase of Emergency Response Equipment ("Emergency Response Equipment SEP"), in accordance with all provisions of Paragraphs 40 through 50 and Appendix A.

40. Mobile Health Vehicle Purchase SEP. BCP shall purchase two vehicles for use as mobile health units to the identified organization as specified in Appendix A, to assist in providing localized medical services to communities at or near the Facility, including the cities

of Verona, Aurora, and Monett, and the counties of Barry and Lawrence, Missouri. BCP shall spend no less than \$80,000 for the Mobile Health Vehicle Purchase SEP, which amount excludes BCP's costs administering the Mobile Health Vehicle Purchase SEP.

41. Provision of Medical Visits SEP. BCP shall provide medical visits to the communities at or near the Facility, through a licensed third-party medical provider as specified in Appendix A. BCP shall spend no less than \$220,000 for the Medical Visits SEP, which amount excludes BCP's costs administering the Medical Visits SEP.

42. Emergency Response Equipment SEP. BCP shall purchase and donate emergency response equipment specified in Appendix A to the identified emergency response organizations to assist them in responding to emergencies at or near the Facility. BCP shall spend no less than \$50,000 for the Emergency Response Equipment SEP, which amount excludes BCP's costs administering the Emergency Response Equipment SEP.

43. BCP is responsible for the satisfactory completion of each SEP in accordance with the requirements of this Decree. "Satisfactory completion" means completing each SEP in accordance with the requirements and schedule set forth in this Consent Decree in Appendix A. BCP may use contractors or consultants in planning and implementing each SEP.

44. With regard to each SEP, BCP certifies the truth and accuracy of each of the following:

a. that all cost information provided to EPA in connection with EPA's approval of the SEPs is complete and accurate and that BCP in good faith estimates that the cost to implement the Mobile Health Vehicle Purchase SEP, exclusive of BCP's administrative costs, is \$80,000, the cost to implement the Medical Visits SEP, exclusive of BCP's administrative

costs, is \$220,000, and the cost to implement the Emergency Response Equipment SEP, exclusive of BCP's administrative costs, is \$50,000;

b. that, as of the date of executing this Consent Decree, BCP is not required to perform or develop each SEP by any federal, state, or local law or regulation and is not required to perform or develop each SEP by agreement, grant, or as injunctive relief awarded in any other action in any forum;

c. that each SEP is not a project that BCP was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this Consent Decree;

d. that BCP has not received and will not receive credit for these SEPs in any other enforcement action;

e. that BCP will not receive any reimbursement for any portion of these SEPs from any other person; and

f. that (i) BCP is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as the SEPs; and (ii) BCP has inquired of the Verona Fire Department and Cox Health Medical Foundation ("SEP Recipients") and Cox Health Medical Foundation ("SEP Implementer") whether the SEP Recipients and/or SEP Implementer(s) is a party to an open federal financial assistance transaction that is funding or could fund the same activity as the SEPs and has been informed by the SEP Recipients and SEP Implementer that they are not a party to such a transaction. For purposes of these certifications, the term "open federal financial assistance transaction" refers to a grant, cooperative agreement, loan, federally-guaranteed loan guarantee, or other mechanism for providing federal financial assistance whose performance period has not yet expired.

45. SEP Completion Reports. No later than 30 days after completion of each SEP, in accordance with the timeline set forth in Appendix A, BCP shall submit a SEP Completion Report to DOJ and EPA in accordance with Section XVI (Notices). The SEP Completion Report shall contain the following information:

- (1) a detailed description of the SEP as implemented;
- (2) a description of any problems encountered in completing each SEP and the solutions thereto;
- (3) an itemized list of all eligible SEP costs expended;
- (4) certification that each SEP has been fully implemented pursuant to the provisions of Paragraphs 39 through 44 and Appendix A and documentation providing evidence of the project's completion (including but not limited to photos, vendor invoices or receipts, and correspondence) and documentation of all SEP expenditures; and
- (5) a description of the environmental and public health benefits resulting from implementation of each SEP.

46. EPA may, in its sole discretion, require information in addition to that described in the preceding Paragraph, in order to evaluate BCP's SEP Completion Reports.

47. After receiving each SEP Completion Report, the United States will notify BCP whether or not BCP has satisfactorily completed each SEP. If BCP has not completed either SEP in accordance with this Consent Decree, stipulated penalties may be assessed under Section X (Stipulated Penalties).

48. Each submission required under this Section shall be signed by an official with knowledge of the SEP and shall bear the certification language set forth in Paragraph 54.

49. Any public statement, oral or written, in print, film, or other media, made by BCP making reference to each SEP under this Decree shall include the following language: “This project was undertaken in connection with the settlement of an enforcement action, United States v. BCP Ingredients, Inc., taken on behalf of the U.S. Environmental Protection Agency under the Clean Air Act.”

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

IX. REPORTING REQUIREMENTS

51. Semi-Annual Reporting. By July 31st and January 31st of each year after the lodging of this Consent Decree, until termination of this Decree pursuant to Section XX (Termination), BCP shall submit electronically a semi-annual report for the preceding six months that shall include:

a. A discussion of BCP’s progress in satisfying its obligations in connection with each SEP under Section VIII (Supplemental Environmental Projects) including, at a minimum, a narrative description of activities undertaken; status of any construction or compliance measures, including the completion of any milestones set forth in Appendix A, and a summary of costs incurred since the previous report.

b. A summary of activities undertaken under Section VI (Mitigation Project), the status of any construction or other applicable milestones, operations and maintenance, and any problems encountered or anticipated with proposed solutions, and a summary of costs incurred since the previous report.

c. The report shall also include a description of any non-compliance with the requirements of this Consent Decree and an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation.

52. If BCP violates, or has reason to believe that it may violate, any requirement of this Consent Decree, BCP shall notify DOJ and EPA of such violation and its likely duration, in writing, within ten business days of the Day BCP first becomes aware of the violation, with an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation. If the cause of a violation cannot be fully explained at the time the report is due, BCP shall so state in the report. BCP 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 30 Days of the Day BCP becomes aware of the cause of the violation. Nothing in this Paragraph or the following Paragraph relieves BCP of its obligation to provide the notice required by Section XI (Force Majeure).

53. Whenever any violation of this Consent Decree or any other event affecting BCP's performance under this Decree may pose an immediate threat to the public health or welfare or the environment, BCP shall notify EPA by email to Christopher Appier at appier.christopher@epa.gov or by telephone at (816) 885-1706 as soon as possible, but no later than 24 hours after BCP first knew of the violation or event. This procedure is in addition to the requirements set forth in the preceding Paragraph.

54. Each report submitted by BCP under this Section shall be signed by an official of the submitting party and include the following certification:

I certify under penalty of perjury that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who

manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

55. This certification requirement does not apply to emergency or similar notifications where compliance would be impractical.

56. The reporting requirements of this Consent Decree do not relieve BCP 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.

57. Any information provided 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.

X. STIPULATED PENALTIES

58. BCP shall be liable for stipulated penalties to the United States for violations of this Consent Decree as specified below, unless excused under Section XI (Force Majeure). A violation includes failing to perform any obligation required by the terms of this Consent Decree, including any work plan or schedule approved under this Consent Decree, according to all applicable requirements of this Consent Decree and within the specified time schedules established by or approved under this Decree.

59. Late Payment of Civil Penalty. If BCP fails to pay the civil penalty required to be paid under Section IV (Civil Penalty) when due, BCP shall pay a stipulated penalty of \$3,000 per Day for each Day that the payment is late.

60. Compliance Milestones. Failure to provide a timely and complete copy of final audit report to EPA as required by Paragraph 14:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 500	1st through 14th Day
\$ 750	15th through 30th Day
\$ 1,500	31st Day and beyond

61. Mitigation Project. Failure to complete the Additional EtO Scrubber in compliance with Section VI (Mitigation Project), except for Paragraphs 18 and 26:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 500	1st through 30th Day
\$ 1,500	31st Day and beyond

62. Failure to complete and operate the Mitigation Project in compliance with Section VI (Mitigation Project) Paragraphs 18 and 26:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 1,000	1st through 30th Day
\$ 2,500	31st Day and beyond

63. Reporting Requirements. The following stipulated penalties shall accrue per violation per Day for each violation of Section IX (Reporting Requirements):

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 500	1st through 14th Day
\$ 1,000	15th through 30th Day
\$ 1,500	31st Day and beyond

64. Transfer of Ownership. If BCP fails to: (a) provide a copy of this Consent Decree to any proposed transferee; (b) provide written notice to the United States at least 30 Days prior to any transfer of any portion of the Facility; or (c) provide a copy of the proposed written agreement with the transferee as required by Paragraph 4, BCP shall pay a stipulated penalty of \$5,000 per occurrence.

65. SEP Compliance. If BCP fails to comply with any milestone set forth in Appendix A and/or if they fail to satisfactorily complete any SEP by the deadline(s) set forth in

Appendix A, BCP shall pay stipulated penalties for each Day for which it fails to satisfactorily complete the SEP, as follows:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 1,500	1st through 14th Day
\$ 1,750	15th through 30th Day
\$ 2,500	31st Day and beyond

66. If BCP fails to implement any SEP or halts or abandons work on the SEP, BCP shall pay stipulated penalties as follows:

Emergency Response Equipment SEP:	\$55,000
Mobile Health Vehicle SEP:	\$88,000
Medical Visits SEP:	\$242,000

The penalty under this subparagraph shall accrue as of the date specified for completing either the SEP or the date performance ceases, whichever is earlier.

67. The following stipulated penalties shall accrue per violation per Day for all other violations of this Consent Decree not set forth in Paragraphs 58 through 66 above.

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 500	1st through 14th Day
\$ 1,000	15th through 30th Day
\$ 1,500	31st Day and beyond

68. Except as provided in subparagraphs 64(a) 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.

69. BCP shall pay any stipulated penalty within 30 Days of receiving the United States' written demand.

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

71. Stipulated penalties shall continue to accrue as provided in Paragraph 68, during any Dispute Resolution, but need not be paid until the following:

a. If the dispute is resolved by agreement of the Parties or by a decision of EPA that is not appealed to the Court, BCP shall pay accrued penalties determined to be owing, together with interest, to the United States within 30 Days of the Effective Date of the agreement or the receipt of EPA's decision or order.

b. If the dispute is appealed to the Court and the United States prevails in whole or in part, BCP shall pay all accrued penalties determined by the Court to be owing, together with interest, within 60 Days of receiving the Court's decision or order, except as provided in subparagraph c, below.

c. If any Party appeals the District Court's decision, BCP shall pay all accrued penalties determined to be owing, together with interest, within 15 Days of receiving the final appellate court decision.

72. BCP shall pay stipulated penalties owing to the United States in the manner set forth in Paragraph 10 and with the confirmation notices required by Paragraph 11, except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid.

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

accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States from seeking any remedy otherwise provided by law for BCP's failure to pay any stipulated penalties.

74. The payment of penalties and interest, if any, shall not alter in any way BCP's obligation to complete the performance of the requirements of this Consent Decree.

75. Non-Exclusivity of Remedy. Stipulated penalties are not the United States' exclusive remedy for violations of this Consent Decree. Subject to the provisions of Section XIV (Effect of Settlement/Reservation of Rights), the United States expressly reserves the right to seek any other relief it deems appropriate for BCP's violation of this Decree or applicable law, including but not limited to an action against BCP for statutory penalties, additional injunctive relief, mitigation or offset measures, and/or contempt. However, the amount of any statutory penalty assessed for a violation of this Consent Decree shall be reduced by an amount equal to the amount of any stipulated penalty assessed and paid pursuant to this Consent Decree.

XI. FORCE MAJEURE

76. "Force majeure," for purposes of this Consent Decree, means any event arising from causes beyond the control of BCP, of any entity controlled by BCP, or of BCP's contractors, that delays or prevents the performance of any obligation under this Consent Decree despite BCP's best efforts to fulfill the obligation. Given the need to protect public health and welfare and the environment, the requirement that BCP exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure and best efforts to address the effects of any potential force majeure (a) as it is occurring and (b) following the potential force majeure, such that any delay or non-performance is, and any adverse effects of

the delay or non-performance are, minimized to the greatest extent possible. “Force majeure” does not include financial inability to perform any obligation under this Consent Decree.

77. If any event occurs for which BCP will or may claim a force majeure, BCP shall provide notice by email to Christopher Appier at appier.christopher@epa.gov or by telephone at (816) 885-1706. The deadline for the initial notice is three days after BCP first knew or should have known that the event would likely delay or prevent performance. BCP shall be deemed to know of any circumstance of which any contractor of, subcontractor of, or entity controlled by BCP knew or should have known.

78. Regardless of whether BCP seeks to assert a claim of force majeure concerning the event, within seven Days after the notice under Paragraph 77, BCP shall submit a further notice to EPA that includes (a) an explanation and description of the event and its effect on BCP’s completion of the requirements of the Consent Decree; (b) a description and schedule of all actions taken or to be taken to prevent or minimize the delay and/or other adverse effects of the event; (c) if applicable, the proposed extension of time for BCP to complete the requirements of the Consent Decree; (d) BCP’s rationale for attributing such delay to a force majeure if it intends to assert such a claim; (e) a statement as to whether, in the opinion of BCP, such event may cause or contribute to an endangerment to public health or welfare or the environment; and (f) all available proof supporting any claim that the delay was attributable to a force majeure.

79. Failure to submit a timely or complete notice or claim under Paragraphs 77 or 78 regarding an event precludes BCP from asserting any claim of force majeure regarding that event, provided, however, that EPA may, in its unreviewable discretion, excuse such failure if it is able to assess to its satisfaction whether the event is a force majeure, and whether BCP has exercised its best efforts, under Paragraph 76.

80. After receipt of any claim of force majeure, EPA will notify BCP of its determination whether BCP is entitled to relief under Paragraph 76, and, if so, the excuse of, or the extension of time for, performance of the obligations affected by the force majeure. An excuse of, or extension of the time for performance of, the obligations affected by the force majeure does not, of itself, excuse or extend the time for performance of any other obligation.

81. If BCP elects to invoke the dispute resolution procedures set forth in Section XII (Dispute Resolution), it shall do so no later than 15 Days after receipt of EPA's notice. In any such proceeding, BCP has the burden of proving that it is entitled to relief under Paragraph 76, that its proposed excuse or extension was or will be warranted under the circumstances, and that it complied with the requirements of Paragraphs 76–78. If BCP carries this burden, the delay or non-performance at issue shall be deemed not to be a violation by BCP of the affected obligation of this Consent Decree identified to EPA and the Court.

XII. DISPUTE RESOLUTION

82. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. BCP's failure to seek resolution of a dispute under this Section concerning an issue of which it had notice and an opportunity to dispute under this Section prior to an action by the United States to enforce any obligation of BCP arising under this Decree precludes BCP from raising any such issue as a defense to any such enforcement action.

83. 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 BCP sends DOJ and EPA a written Notice of Dispute. Such

Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 20 Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within 10 Days after the conclusion of the informal negotiation period, BCP invokes formal dispute resolution procedures as set forth below.

84. Formal Dispute Resolution. BCP shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by sending DOJ and EPA a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting BCP's position, and any supporting documentation relied upon by BCP.

85. The United States will send BCP its Statement of Position within 45 Days of receipt of BCP'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 any supporting documentation relied upon by the United States. The United States' Statement of Position is binding on BCP, unless BCP files a motion for judicial review of the dispute in accordance with the following Paragraph.

86. Judicial Dispute Resolution. BCP may seek judicial review of the dispute by filing with the Court and serving on the United States a motion requesting judicial resolution of the dispute. The motion (a) must be filed within 10 Days of receipt of the United States' Statement of Position pursuant to the preceding Paragraph; (b) may not raise any issue not raised in informal dispute resolution pursuant to Paragraph 83, unless the Plaintiffs raise a new issue of law or fact in the Statement of Position; (c) shall contain a written statement of BCP's position

on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and (d) shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

87. The United States shall respond to BCP's motion within the time period allowed by the Local Rules of this Court. BCP may file a reply memorandum, to the extent permitted by the Local Rules.

88. Standard of Review.

a. Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 84 pertaining to the adequacy or appropriateness of plans, procedures to implement plans, schedules or any other items requiring approval by EPA under this Consent Decree; the adequacy of the performance of work undertaken pursuant to this Consent Decree; and all other disputes that are accorded review on the administrative record under applicable principles of administrative law, BCP shall have the burden of demonstrating, based on the administrative record, that the position of the United States is arbitrary and capricious or otherwise not in accordance with law.

b. Other Disputes. Except as otherwise provided in this Consent Decree, any other dispute brought under Paragraph 86, Defendant shall bear the burden of demonstrating that its position complies with this Consent Decree and better furthers the objectives of the Consent Decree.

89. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of BCP under this Consent Decree, unless and until final resolution of the dispute so provides. 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 Paragraph 71. If BCP does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section X (Stipulated Penalties).

XIII. INFORMATION COLLECTION AND RETENTION

90. The United States and its representatives, including attorneys, contractors, and consultants, shall have the right of entry into sections of the Facility covered by this Consent Decree, at all reasonable times, upon presentation of credentials to:

- a. monitor the progress of activities required under this Consent Decree;
- b. verify any data or information submitted to the United States in accordance with the terms of this Consent Decree;
- c. obtain samples and, upon request, splits of any samples taken by BCP or its representatives, contractors, or consultants;
- d. obtain documentary evidence, including photographs and similar data related to the Consent Decree; and
- e. assess BCP's compliance with this Consent Decree.

91. Until five years after the termination of this Consent Decree, BCP shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to BCP's performance of its obligations under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United

States, BCP shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

92. At the conclusion of the information-retention period provided in the preceding Paragraph, BCP shall notify the United States at least 90 Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States, BCP shall deliver any such documents, records, or other information to EPA. BCP may assert that certain documents, records, or other information is privileged under the attorney-client privilege, or any other privilege recognized by federal law. If BCP asserts such a privilege, it shall provide the following: (a) the title of the document, record, or information; (b) the date of the document, record, or information; (c) the name and title of each author of the document, record, or information; (d) the name and title of each addressee and recipient; (e) a description of the subject of the document, record, or information; and (f) the privilege asserted by BCP. However, no documents, records, or other information created or generated pursuant to the requirements of this Consent Decree shall be withheld on grounds of privilege.

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

94. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States pursuant to applicable federal laws, regulations, or permits, nor does it limit or affect any duty or obligation of BCP to maintain

documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

XIV. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

95. This Consent Decree resolves only the civil claims of the United States for the violations alleged in the Complaint filed in this action through the date of lodging.

96. The United States reserves all legal and equitable remedies available to enforce the provisions of this Consent Decree. This Consent Decree shall not be construed to limit the rights of the United States to obtain penalties or injunctive relief under the CAA or Part 68 Regulations, or under other federal or state laws, regulations, or permit conditions, except as expressly specified in Paragraph 95. The United States further reserves all legal and equitable remedies to address any conditions if there is or may be an imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, BCP's Facility, whether related to the violations addressed in this Consent Decree or otherwise.

97. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, civil penalties, other appropriate relief relating to the Facility or BCP's violations, BCP shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, claim preclusion (*res judicata*), issue preclusion (*collateral estoppel*), claim-splitting, or other defenses based upon any contention that the claims raised by the United States 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 95.

98. This Consent Decree is not a permit, or a modification of any permit, under any federal, state, or local laws or regulations. BCP is responsible for achieving and maintaining complete compliance with all applicable federal, state, and local laws, regulations, and permits;

and BCP's compliance with this Consent Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States does not, by its consent to the entry of this Consent Decree, warrant or aver in any manner that BCP's compliance with any aspect of this Consent Decree will result in compliance with provisions of the CAA, 42 U.S.C. § 7401, et seq., 40 C.F.R. Part 68, or with any other provisions of federal, state, or local laws, regulations, or permits.

99. This Consent Decree does not limit or affect the rights of BCP 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 BCP, except as otherwise provided by law.

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

XV. COSTS

101. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States 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 BCP.

XVI. NOTICES

102. Unless otherwise specified in this Decree, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and sent by mail or email, with a preference for email, addressed as follows:

As to DOJ by email (preferred): eescdcopy.enrd@usdoj.gov

Re: DJ # 90-5-2-12805.

As to DOJ by mail:

EES Case Management Unit
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ # 90-5-2-12805

As to EPA:

Christopher Appier
Physical Scientist
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency Region 7
11201 Renner Blvd
Lenexa, KS 66219
appier.christopher@epa.gov

As to BCP:

Shawn Thomas
Director of Environmental, Health & Safety
BCP Ingredients, Inc.
5 Paragon Drive
Montvale, NJ 07645
SThomas@balchem.com

103. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

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

XVII. EFFECTIVE DATE

105. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket; provided, however, that BCP hereby agrees that it shall be bound to perform duties scheduled to occur prior to the Effective Date. In the event the United States withdraws or withholds consent to this Consent Decree before entry, or the Court declines to enter the Consent Decree, then the preceding requirement to perform duties scheduled to occur before the Effective Date shall terminate.

XVIII. RETENTION OF JURISDICTION

106. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections XII (Dispute Resolution) and XIX (Modification), or effectuating or enforcing compliance with the terms of this Decree.

XIX. MODIFICATION

107. The terms of this Consent Decree, including any attached appendices, may be modified only by a subsequent written agreement signed by all the Parties. Where the modification constitutes a material change to this Decree, it shall be effective only upon approval by the Court.

108. Any disputes concerning modification of this Decree shall be resolved pursuant to Section XII (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 88, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

XX. TERMINATION

109. Termination: Conditions Precedent. Prior to termination, BCP must have completed all of the following requirements of this Consent Decree:

a. Satisfactory compliance with the relevant requirements of Section V (Compliance Requirements), Section VI (Mitigation Project), and Section VIII (Supplemental Environmental Projects);

b. Payment of all civil penalties, any accrued stipulated penalties, and other monetary obligations as required by this Consent Decree.

110. Termination Procedure. At such time as BCP believes that it has satisfied the conditions precedent for termination set forth in Paragraph 109, BCP may serve upon the United States a Request for Termination, stating that BCP has satisfied those requirements, together with all necessary supporting documentation.

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

112. If the United States does not agree that the Decree may be terminated, BCP may invoke Dispute Resolution under Section XII (Dispute Resolution). However, BCP shall not seek Dispute Resolution of any dispute regarding termination until 90 Days after service of its Request for Termination.

XXI. PUBLIC PARTICIPATION

113. This Consent Decree shall be lodged with the Court for a period of not less than 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. BCP consents to entry of this Consent Decree without further notice and agrees not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless the United States has notified BCP in writing that it no longer supports entry of the Decree.

XXII. SIGNATORIES/SERVICE

114. Each undersigned representative of BCP and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice identified on the DOJ signature page below, certifies that that person is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party that person represents to this document.

115. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. BCP agrees to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons. BCP need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XXIII. INTEGRATION

116. This Consent Decree, including deliverables that are subsequently approved pursuant to this Decree, constitutes the entire agreement among the Parties regarding the subject matter of the Decree and supersedes all prior representations, agreements and understandings, whether oral or written, concerning the subject matter of the Decree herein.

XXIV. 26 U.S.C. SECTION 162(f)(2)(A)(ii) IDENTIFICATION

117. For purposes of the identification requirement in Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26 C.F.R. § 1.162-21(b)(2), performance of, Paragraphs 5, 14, 17–32, 33–34, 51–52, 54, and 90–91, is restitution, remediation, or required to come into compliance with law.

XXV. HEADINGS

118. Headings to the Sections and Subsections of this Consent Decree are provided for convenience and do not affect the meaning or interpretation of the provisions of this Consent Decree.

XXVI. FINAL JUDGMENT

119. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States and BCP. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

XXVII. APPENDICES

120. The following Appendices are attached to and part of this Consent Decree:
“Appendix A” sets out the requirements for completing the Mobile Health

Vehicle Purchase SEP, Provision of Medical Visits SEP, and Emergency Response Equipment SEP required by Section VIII (Supplemental Environmental Projects) of this Consent Decree.

Dated and entered this ___ day of _____, 2024

UNITED STATES DISTRICT JUDGE

FOR THE UNITED STATES OF AMERICA:

11/26/24

Date

TODD S. KIM
Assistant Attorney General
Environment & Natural Resources Division
United States Department of Justice

s/ Joanna Citron Day
JOANNA CITRON DAY
Senior Counsel
Environmental Enforcement Section Environment
& Natural Resources Division United States
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United States Attorney
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OF COUNSEL:

SARA HERTZ WU
Office of Regional Counsel
United States Environmental Protection Agency, Region 7
11201 Renner Blvd.
Lenexa, Kansas 66219
Telephone: 913-551-7316
Email: hertzwu.sara@epa.gov

FOR THE U.S. ENVIRONMENTAL PROTECTION
AGENCY:

Date:

**MEGHAN
MCCOLLISTER**  Digitally signed by MEGHAN
MCCOLLISTER
Date: 2024.11.14 16:29:19 -06'00'

MEGHAN A. MCCOLLISTER
Regional Administrator
U.S. Environmental Protection Agency, Region 7
11201 Renner Boulevard
Lenexa, Kansas 66219

Date:

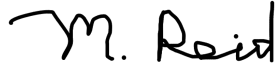
**LESLIE
HUMPHREY**  Digitally signed by LESLIE
HUMPHREY
Date: 2024.11.12 16:57:05 -06'00'

LESLIE HUMPHREY
Regional Counsel
U.S. Environmental Protection Agency, Region 7
11201 Renner Boulevard
Lenexa, Kansas 66219

**SARA HERTZ
WU**  Digitally signed by SARA HERTZ
WU
Date: 2024.11.13 07:39:29 -06'00'

SARA HERTZ WU
Senior Counsel
U.S. Environmental Protection Agency, Region 7
11201 Renner Boulevard
Lenexa, Kansas 66219

FOR BCP Ingredients, Inc.

A handwritten signature in black ink that reads "M. Reid". The signature is written in a cursive style with a large, stylized "M" and "R".

7 November, 2024

Date

Martin Reid
Vice President
BCP Ingredients, Inc.

APPENDIX A

SUPPLEMENTAL ENVIRONMENTAL PROJECTS

I. PURCHASE OF VEHICLES TO BE USED FOR MOBILE HEALTH SERVICES

A. Description

BCP will purchase and donate to Cox Health Foundation (CHF), a local health care provider, two (2) vehicles to be used to provide mobile health services. The vehicles will be used to provide a range of ongoing health services to the population of Barry and Lawrence counties in Missouri, including the cities of Verona, Aurora, and Monett, near the Facility, whose environmental health needs may be currently underserved. The vehicles will be used to provide health services, including screening, testing, diagnosis, or treatment, of various health conditions that are potentially related to or exacerbated by environmental exposures including but not limited to, COPD, chronic heart failure, lung disease, pulmonary fibrosis, cancer, pneumonia, heart attack, stroke, and chronic lower respiratory disease. The services provided will significantly reduce the rate at which these patients will need to be admitted or readmitted to the hospital.

B. Scope of Work

- BCP will purchase and donate to CHF, two (2) vehicles to be used for mobile health services for use in the counties of Barry and Lawrence, Missouri, including the cities of Verona, Aurora, and Monett, Missouri, at a cost of at least \$80,000.

C. Schedule

Action	Due Date
Purchase vehicles for use for mobile health services	Within ninety (90) days of the Effective Date of the Consent Decree
Donate vehicles to CHF	Within ninety (90) days of the Effective Date of the Consent Decree

D. Cost

BCP shall spend at least \$80,000 to implement the SEP. If there are any additional funds remaining following the purchase of the vehicles for mobile health services, all remaining funds will be used to purchase health supplies to outfit the vehicles until the total SEP amount of \$80,000 is spent.

II. PROVISION OF MEDICAL VISITS

A. Description

BCP will provide at least 1,000 medical visits to the community using a third party, CHF, which will operate the vehicles used for mobile health services as described in Section I of Appendix A. Paramedic staff operating the vehicles used for mobile health services will provide

health services to the population of Barry and Lawrence counties, Missouri, including the cities of Verona, Aurora, and Monett, near the Facility, whose environmental health needs may be currently underserved. The health services will include screening, testing, diagnosis, or treatment, of various health conditions that are potentially related to or exacerbated by environmental exposures including but not limited to, COPD, chronic heart failure, lung disease, pulmonary fibrosis, cancer, pneumonia, heart attack, stroke, and chronic lower respiratory disease. All paramedic(s) retained to staff the mobile health clinics and provide medical services are licensed and fully certified. BCP will provide documentation from CHF generally confirming the qualifications of these staff.

B. Scope of Work

- BCP will provide medical visits to the community using a third party, CHF, which will service the counties of Barry and Lawrence, Missouri, including the cities of Verona, Aurora, and Monett, Missouri, at a cost of at least \$220,000.

C. Schedule

Action	Due Date
BCP begins providing medical services through CHF	Within ninety (90) days of the Effective Date of the Consent Decree
BCP, through CHF, will provide at least 1,000 medical visits, to the community, at a cost of at least \$220,000	Within eight hundred and twenty (820) days of the Effective Date of the Consent Decree

D. Estimated Cost

BCP shall spend at least \$220,000 to implement the SEP. If BCP is unable to complete the SEP in the time frame set forth above, BCP may request additional time.

III. EMERGENCY RESPONSE EQUIPMENT

A. Description

BCP will purchase emergency response equipment and donate it to the Verona Fire Department. The equipment will assist first responders in addressing any potential hazardous substance release incident at the Verona facility. The equipment will improve safety for first responders that do not otherwise have access to this specialized emergency response equipment. The equipment will also improve the timeliness and effectiveness of any potential response to a potential hazardous substance release incident.

B. Scope of Work

BCP shall purchase and donate the following equipment to the Verona Fire Department:

- Ten emergency radios (\$10,000)

- Six self-contained breathing apparatus (SCBA) and Level A or B suits (\$30,000)
- Hazardous Waste Operations and Emergency Response trailer (\$10,000)

At the request of the Recipients of the equipment, and upon mutual agreement, BCP also may maintain this equipment onsite for use in the event of an emergency.

The SEP shall be considered complete when each piece of equipment described above, is delivered to the Recipients. If necessary, substantially similar equipment will be donated by Defendant after consultation with the Recipients.

C. Schedule

Action	Due Date
Purchase equipment described in Section III.B. of this Appendix	Within ninety (90) days of the Effective Date of the Consent Decree
Deliver equipment to the Verona and/or Aurora Fire Department	Within one hundred and eighty (180) days of the Effective Date of the Consent Decree or the date by which the equipment becomes available but no later than 1 year than the Effective Date

D. Estimated Cost

BCP shall spend at least \$50,000 to implement the SEP.