

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA**

United States of America,

The Commonwealth of Pennsylvania,

and The State of West Virginia,

Plaintiffs,

v.

Koppers Inc.

Defendant.

Civ. No. 5:20-cv-236 Judge Bailey

CONSENT DECREE

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Plaintiffs, United States of America, on behalf of the United States Environmental Protection Agency (“EPA”), the State of West Virginia, on behalf of the West Virginia Department of Environmental Protection (“WVDEP”), and the Commonwealth of Pennsylvania, on behalf of the Pennsylvania Department of Environmental Protection (“PA DEP”), have filed a Complaint in this action concurrently with this Consent Decree, against Defendant, Koppers Inc.

The Complaint against Defendant alleges violations of Section 311(j) of the Clean Water Act (“CWA”), 33 U.S.C. § 1321(j), and of the Spill Prevention, Control, and Countermeasure (“SPCC”) regulations and the Facility Response Plan (“FRP”) regulations, both of which are set forth at 40 C.F.R. Part 112, at Defendant’s facilities located in Clairton, Pennsylvania, Green Spring, West Virginia, and Follansbee, West Virginia.

The Complaint further alleges violations of Sections 601 and 605 of the Pennsylvania Clean Streams Law, Section 1305 of the Pennsylvania Storage Tank and Spill Prevention Act and of the Pennsylvania Storage Tank and Spill Prevention Regulations set forth at 25 Pa. Code § 245.1 *et seq.*, at Defendant’s Clairton, Pennsylvania, facility.

The Complaint also alleges violations of the West Virginia Above Ground Storage Tank Act and its implementing regulations, set forth at W.Va. Code Chapter 22, Article 30, and Title 47 of the Code of State Rules, Series 63.

Defendant transferred ownership of the Clairton Facility on October 24, 2018. Defendant closed the Green Spring Facility on December 21, 2018.

Ten active tanks remain at the Follansbee Facility, referred to as tanks 6, 48, 50, 221, 222, 223, 224, 363, LG, and DF.

On August 6, 2020, Defendant conducted integrity testing on tanks 222 and 223.

Defendant has submitted compliance information to EPA on tanks 6, 221, 222, 223, 224,

363, LG, and DF.

Defendant performed external/in service exams on tanks 48 and 50 on August 19, 2020.

On September 4, 2020, Defendant submitted to EPA an Integrated Contingency Plan with a revised Spill Prevention, Control, and Countermeasure Plan and Facility Response Plan.

Defendant does not admit any liability to the United States, the State of West Virginia, or the Commonwealth of Pennsylvania arising out of the transactions or occurrences alleged in the Complaint.

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 among 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 and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section 311(n) of the CWA, 33 U.S.C. § 1321(n), and over the Parties. This Court has supplemental jurisdiction over the state law claims asserted by the State of West Virginia and the Commonwealth of Pennsylvania pursuant to 28 U.S.C. § 1367. Venue lies in this District pursuant to Section 311(b)(7)(E) of the CWA, 33 U.S.C. § 1321(b)(7)(E), and 28 U.S.C. §§ 1391(b) and (c) and 1395(a), because Defendant resides and is located in this judicial district and certain of the violations alleged in the Complaint are alleged to have occurred in, and Defendant conducts business in, this judicial district. For purposes of this Decree, or any action to enforce this Decree, Defendant consents to the Court's jurisdiction over

this Decree and any such action and over Defendant and consents to venue in this judicial district.

2. For purposes of this Consent Decree, Defendant agrees that the Complaint states claims upon which relief may be granted pursuant to Sections 311 of the CWA, 33 U.S.C. § 1321, Sections 601 and 605 of the Pennsylvania Clean Streams Law, 35 P.S. §§ 691.601 and 691.605, Section 1305 of the Pennsylvania Storage Tank and Spill Prevention Act, 35 P.S. § 6021.1305, and the West Virginia Above Ground Storage Tank Act, W.Va. Code Chapter 22, Article 30.

II. APPLICABILITY

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

4. No transfer of ownership or operation of Defendant's facility located in Follansbee, West Virginia, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve Defendant of its obligations to ensure that the terms of this Consent Decree are implemented. At least 14 Days prior to any transfer of ownership or operation of the Follansbee Facility, Defendant shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide to EPA Region III, the United States Attorney for the Northern District of West Virginia, the United States Department of Justice, the State of West Virginia, and the Commonwealth of Pennsylvania in accordance with Section XIII (Notices): (a) written notice of the prospective transfer and (b) certification, subject to the EPA approval process described in Paragraph 17, that the Follansbee Facility is in compliance with applicable terms of the Consent Decree and that the obligations under Paragraphs 12 to 16 have been completed or

will be completed in accordance with the terms of this Consent Decree. The United States' disapproval in whole or part of the certification shall be subject to Dispute Resolution (Section IX). Any attempt to transfer ownership or operation of the above-referenced facility without complying with this Paragraph constitutes a violation of this Decree.

5. Defendant 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. Defendant shall condition any such contract upon performance of the work in conformity with the terms of this Consent Decree.

6. In any action to enforce this Consent Decree, Defendant 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

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 such regulations, unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

“Bulk Storage Container” shall mean any container used to store oil as defined in 40 C.F.R. § 112.2;

“Commonwealth” shall mean the Commonwealth of Pennsylvania on behalf of PA DEP;

“Complaint” shall mean the complaint filed by the United States, the State of West Virginia, and the Commonwealth of Pennsylvania in this action;

“Consent Decree” or “Decree” shall mean this Decree;

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

“Defendant” shall mean Koppers Inc.;

“EPA” shall mean the United States Environmental Protection Agency and any of its successor departments or agencies;

“Effective Date” shall have the definition provided in Section XIV;

“Facility Response Plan” or “FRP” shall mean a plan developed in accordance with the requirements of 40 C.F.R. § 112.20;

“Follansbee Facility” shall mean the facility located at 100 Koppers Road, Follansbee, West Virginia 26037;

“Integrated Contingency Plan” shall mean the plan prepared by Defendant for the Follansbee Facility, which includes among other components, the Facility’s Spill Prevention, Control, and Countermeasure (SPCC) Plan and the Facility’s Facility Response Plan (FRP);

“PA DEP” shall mean the Pennsylvania Department of Environmental Protection and any of its successor departments or agencies;

“Paragraph” shall mean a portion of this Decree identified by an arabic numeral;

“Parties” shall mean the United States, the State of West Virginia, the Commonwealth of Pennsylvania, and Defendant;

“Section” shall mean a portion of this Decree identified by a roman numeral;

“Spill Prevention, Control, and Countermeasure Plan” or “SPCC Plan” shall mean the document required by 40 C.F.R. § 112.3 that details the equipment, workforce, procedures, and

steps to prevent, control, and provide adequate countermeasures to a discharge as defined in 40 C.F.R. § 112.2;

“State of West Virginia” shall mean the State of West Virginia on behalf of WVDEP;

“United States” shall mean the United States of America, acting on behalf of EPA;

“WVDEP” shall mean the West Virginia Department of Environmental Protection and any of its successor departments or agencies.

IV. CIVIL PENALTY

7. Within 30 Days after the Effective Date, Defendant shall pay the United States the sum of \$800,000.00 as a federal civil penalty, together with interest accruing from the date on which the Consent Decree is lodged with the Court, at the rate specified in 28 U.S.C. § 1961 as of the date of lodging.

8. Defendant shall pay the federal civil penalty due by FedWire Electronic Funds Transfer (“EFT”) to the U.S. Department of Justice account, in accordance with instructions provided to Defendant by the Financial Litigation Unit (“FLU”) of the United States Attorney’s Office for the Northern District of West Virginia after the Effective Date. The payment instructions provided by the FLU will include a Consolidated Debt Collection System (“CDCS”) number, which Defendant shall use to identify all payments required to be made in accordance with this Consent Decree. Such monies are to be deposited in the Oil Spill Liability Trust Fund pursuant to 33 U.S.C. § 1321(s) and 26 U.S.C. § 9509(b)(8). The FLU will provide the payment instructions to:

Jimmi Sue Smith
Vice President of Finance and Treasurer
Koppers Inc.
436 Seventh Avenue
Pittsburgh, PA 15219
SmithJS@koppers.com

on behalf of Defendant. Defendant may change the individual to receive payment instructions on its behalf by providing written notice of such change to the United States and EPA in accordance with Section XIII (Notices).

At the time of payment, Defendant shall send notice that payment has been made: (i) to EPA via email at cinwd_acctsreceivable@epa.gov and via regular mail at EPA Cincinnati Finance Office, MS: WG-32B26, 26 W. Martin Luther King Drive, Cincinnati, Ohio 45268; (ii) to the United States via e-mail or regular mail in accordance with Section XIII; (iii) via email to the U.S. EPA Regional Hearing Clerk at R3_Hearing_Clerk@epa.gov; and (iv) to the National Pollution Funds Center, US Coast Guard Stop 7605, 2703 Martin Luther King Jr. Ave SE, Washington, DC 20593-7605. Such notice shall state that the payment is for the federal civil penalty owed pursuant to the Consent Decree in *United States v. Koppers Inc.* and shall reference the civil action number, CDCS Number and DOJ case number 90-5-1-1-11701.

9. No later than 30 Days after the Effective Date, Defendant shall pay a West Virginia civil penalty of \$175,000.00 to the State of West Virginia. Payment shall include a reference to the civil action number and shall be mailed to: Chief Inspector Environmental Enforcement - Mail Code #031328, WV-DEP 601 57th Street SE, Charleston, WV 25304.

10. No later than 30 Days after the Effective Date, Defendant shall pay a Pennsylvania civil penalty of \$24,500.00 to the Commonwealth. The payment shall be by corporate check or the like, made payable to "Pennsylvania Storage Tank Fund" and sent to Compliance Specialist, Pennsylvania Department of Environmental Protection, Environmental Cleanup and Brownfields, Storage Tank Division, 400 Waterfront Drive, Pittsburgh, PA 15222-4745.

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

V. COMPLIANCE REQUIREMENTS

12. Defendant shall immediately take all measures necessary to comply and shall thereafter maintain compliance with the SPCC regulations and the FRP regulations and the West Virginia Above Ground Storage Tank Act and its implementing regulations at its Follansbee Facility.

13. After the Effective Date, Defendant shall submit to EPA for approval in accordance with Paragraph 17 and 40 C.F.R. § 112.5(a), a revised SPCC Plan, which Defendant maintains as part of an Integrated Contingency Plan, “when there is a change in the facility design, construction, operation, or maintenance that materially affects its potential for a discharge as described in [40 C.F.R.] § 112.1(b).” Any revised SPCC Plan must reflect current conditions at the Follansbee Facility, including all Bulk Storage Containers subject to the SPCC regulations set forth at 40 C.F.R. Part 112. The SPCC Plan will omit from inclusion any Bulk Storage Containers which are no longer at the Follansbee Facility.

14. By April 1, 2021, Defendant shall permanently close or conduct integrity testing pursuant to 40 C.F.R. § 112.8(c)(6), and address any issues or recommendations identified by the integrity tests, at the Follansbee Facility on the Bulk Storage Containers identified by the following numbers: 48 and 50.

15. No later May 1, 2021, Defendant shall submit to EPA documentation demonstrating compliance with Paragraph 14. The documentation must demonstrate that tanks 48 and 50 have

been integrity tested pursuant to 40 C.F.R. § 112.8(c)(6), demolished, or permanently closed within the meaning set forth at 40 C.F.R. § 112.2.

16. After the Effective Date, Defendant shall submit to EPA for approval in accordance with Paragraph 17 and 40 C.F.R. § 112.20(d)(1), a revised Follansbee Facility FRP, which Defendant maintains as part of an Integrated Contingency Plan, for “each facility change that materially may affect the response to a worst case discharge.” Examples of such changes include those listed in 40 C.F.R. § 112.20(d)(1). Defendant shall provide updates to all federal, state, or local entities which may be required by law as a result of updating its Integrated Contingency Plan.

17. EPA Approval of Deliverables. After review of any plan, report, or other item that is required to be submitted to EPA pursuant to this Consent Decree, EPA shall 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.

18. If the submission is approved pursuant to Paragraph 17, Defendant 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 17(b) or (c), Defendant 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, subject to Defendant’s right to dispute only the specified conditions or the disapproved portions, under Section IX (Dispute Resolution).

19. If the submission is disapproved in whole or in part pursuant to Paragraph 17(c) or (d), Defendant 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, Defendant shall proceed in accordance with the preceding Paragraph.

20. If a resubmitted plan, report, or other item, or portion thereof, is disapproved in whole or in part, EPA may again require Defendant to correct any deficiencies, in accordance with the preceding Paragraphs subject to Defendant's right to invoke Dispute Resolution and the right of EPA to seek stipulated penalties.

21. Any stipulated penalties applicable to the original submission, as provided in Section VII, shall 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 Defendant's obligations under this Decree, the stipulated penalties applicable to the original submission shall be due and payable notwithstanding any subsequent resubmission.

22. Permits. Where any compliance obligation under this Section requires Defendant to obtain a federal, state, or local permit or approval, Defendant shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. Defendant may seek relief under the provisions of Section VIII (Force Majeure) for any delay in the performance of any such obligation resulting from a failure to obtain, or a delay in obtaining, any permit or approval required to fulfill such obligation, if Defendant has submitted timely and complete applications and has taken all other actions necessary to obtain all such permits or approvals.

VI. REPORTING REQUIREMENTS

23. Defendant shall submit the following reports:

- a. By July 31st and January 31st of each year after the lodging of this Consent Decree, until termination of this Decree pursuant to Section XVII, Defendant shall submit by e-mail to EPA and WVDEP a semi-annual report for the preceding 6 months that shall include information concerning the status of its plan or report submittals to EPA and the State of West Virginia, any required tank integrity testing, design and construction of secondary containment, internal inspection requirements, material changes to its facilities such as closures, any AST registrations or registration modifications, and problems encountered or anticipated, together with implemented or proposed solutions.
- b. 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. If Defendant violates, or has reason to believe that it may violate, any requirement of this Consent Decree, Defendant shall notify the United States and State of West Virginia of such violation and its likely duration, in writing, within 10 Days of the Day Defendant first becomes aware of the violation or the possibility of 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, Defendant shall so state in the report. Defendant 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 Defendant becomes aware of the cause of

the violation. Nothing in this Paragraph or the following Paragraph relieves Defendant of its obligation to provide the notice required by Section VIII (Force Majeure).

24. Whenever any violation of this Consent Decree or any other event affecting Defendant's performance under this Decree, or the performance of its Facility, may pose an immediate threat to the public health or welfare or the environment, Defendant shall notify EPA and the State of West Virginia, orally or by electronic transmission as soon as possible, but no later than 24 hours after Defendant first knows of the violation or event. This procedure is in addition to the requirements set forth in the preceding Paragraph as well as under applicable law.

25. All reports shall be submitted to the persons designated in Section XIII (Notices).

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

I certify under penalty of law 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.

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

28. The reporting requirements of this Consent Decree do not relieve Defendant of any reporting obligations required by the CWA or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

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

VII. STIPULATED PENALTIES

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

31. Late Payment of Civil Penalty.

- a. If Defendant fails to pay the United States the federal civil penalty required to be paid under Paragraph 7 when due, Defendant shall pay a stipulated penalty of \$5,000.00 per Day for each Day that the payment is late.
- b. If Defendant fails to pay the West Virginia civil penalty required to be paid under Paragraph 9 when due, Defendant shall pay a stipulated penalty of \$5,000.00 per Day for each Day that the payment is late.
- c. If Defendant fails to pay the Commonwealth civil penalty required to be paid

under Paragraph 10 when due, Defendant shall pay a stipulated penalty of \$5,000.00 per Day for each Day that the payment is late.

32. Compliance Milestones.

The following stipulated penalties shall accrue per violation per Day for each violation of the requirements identified in Paragraphs 13 through 16 (failure to submit revised SPCC plan, failure to conduct integrity testing, failure to submit documentation of compliance, and failure to submit a revised FRP):

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$1,000	1st through 14th day
\$2,500	15th through 30th day
\$5,000	31st day and beyond

33. Reporting Requirements. The following stipulated penalties shall accrue per violation per Day for each violation of the reporting requirements of Section VI: For purposes of determining stipulated penalties due for violations of the Reporting Requirements in Section VI, a failure to achieve the compliance milestones identified in Paragraphs 12 to 16 shall not constitute a violation of any requirement to report that such milestones were achieved. Defendant is required to report if it failed to achieve the compliance milestones identified in Paragraphs 12 to 16. Stipulated penalties apply to Defendant’s failure to report such information.

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$500.....	1st through 14th day
\$1,000.....	15th through 30th day
\$2,500.....	31st day and beyond

34. 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.

35. Defendant shall pay stipulated penalties to:

- a. The United States within 15 Days of a written demand. When making a demand for payment of a stipulated penalty, the United States shall simultaneously send a copy of the demand to: (i) the other Plaintiffs; (ii) EPA via email at CINWD_AcctsReceivable@epa.gov and via regular mail at U.S. EPA Cincinnati Finance Office, MS: WG-32B26, Martin Luther King Drive, Cincinnati, Ohio 45268; and (iii) EPA via email to the U.S. EPA Regional Hearing Clerk at R3_Hearing_Clerk@epa.gov.
- b. The State of West Virginia within 15 Days of a written demand. When making a demand for payment of a stipulated penalty, the State of West Virginia shall simultaneously send a copy of the demand to the other Plaintiffs.
- c. The Commonwealth of Pennsylvania within 15 Days of a written demand. When making a demand for payment of a stipulated penalty, the Commonwealth shall simultaneously send a copy of the demand to the other Plaintiffs.

36. Any Plaintiff may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due to that Plaintiff, as applicable, under this Consent Decree

37. Stipulated penalties shall continue to accrue as provided in Paragraph 34, 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, the State of West Virginia, or the Commonwealth that is not appealed to the

Court, Defendant shall pay accrued penalties determined to be owing, together with interest, to the United States, the State of West Virginia, or the Commonwealth within 30 Days of the effective date of the agreement or the receipt of EPA's, the State of West Virginia's, or Commonwealth's decision or order.

- b. If the dispute is appealed to the Court and the United States, the State of West Virginia, or the Commonwealth prevails in whole or in part, Defendant 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, Defendant shall pay all accrued penalties determined to be owing, together with interest, within 15 Days of receiving the final appellate court decision.

38. Obligations Prior to the Effective Date. Upon the Effective Date, the stipulated penalty provisions of this Decree shall be retroactively enforceable with regard to any and all violations that have occurred after the lodging of this Consent Decree with the Court but prior to the Effective Date, provided that stipulated penalties that may have accrued prior to the Effective Date may not be collected unless and until this Consent Decree is entered by the Court.

39. Defendant shall pay stipulated penalties:

- a. Owing to the United States in the manner set forth and with the confirmation notices required by Paragraph 8, 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. In addition, the

transmittal letter shall state the Defendant's name, street/P.O. Box address, email address and telephone number; the name of the case; the civil action number; the Consolidated Debt Collection System ("CDCS") Number and DOJ case number 90-5-1-1-11701; the amount of payment and the method of payment.

- b. Owing to the State of West Virginia by including a reference to the civil action and mailing the required payment to: Chief Inspector
Environmental Enforcement - Mail Code #031328, WV-DEP 601 57th Street SE, Charleston, WV 25304.
- c. Owing to the Commonwealth by corporate check, or the like, made payable to "Pennsylvania Storage Tank Fund" and sent to Compliance Specialist, Pennsylvania Department of Environmental Protection, Environmental Cleanup and Brownfields, Storage Tank Division, 400 Waterfront Drive, Pittsburgh, PA 15222-4745.

40. If Defendant fails to pay stipulated penalties according to the terms of this Consent Decree, Defendant 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, the State of West Virginia, or the Commonwealth from seeking any remedy otherwise provided by law for Defendant's failure to pay any stipulated penalties.

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

42. Non-Exclusivity of Remedy. Stipulated penalties are not the Plaintiffs' exclusive remedy for violations of this Consent Decree. Subject to the provisions of Section XI (Effect of Settlement/Reservation of Rights), Plaintiffs expressly reserve the right to seek any other relief deemed appropriate for Defendant's violation of this Consent Decree or applicable law, including but not limited to an action against Defendant 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 for such violation pursuant to this Consent Decree.

VIII. FORCE MAJEURE

43. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Defendant, of any entity controlled by Defendant, or of Defendant's contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Defendant's best efforts to fulfill the obligation. The requirement that Defendant exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any potential force majeure event (a) as it is occurring and (b) following the potential force majeure, such that the delay and any adverse effects of the delay are minimized. "Force Majeure" does not include Defendant's financial inability to perform any obligation under this Consent Decree.

44. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, Defendant shall provide notice orally or by electronic transmission to EPA and the State of West Virginia within 72 hours of when Defendant first knew that the event might cause a delay. Within 7 Days

thereafter, Defendant shall provide in writing to EPA and the State of West Virginia an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Defendant's rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of Defendant, such event may cause or contribute to an endangerment to public health, welfare or the environment. Defendant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Defendant from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Defendant shall be deemed to know of any circumstance of which Defendant, any entity controlled by Defendant, or Defendant's contractors knew or should have known.

45. If EPA, after a reasonable opportunity for review and comment by the State of West Virginia, agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by EPA, for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. EPA will notify Defendant in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

46. If EPA, after a reasonable opportunity for review and comment by the State of West Virginia, does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify Defendant in writing of its decision.

47. If Defendant elects to invoke the dispute resolution procedures set forth in Section IX (Dispute Resolution), it shall do so no later than 15 days after receipt of EPA's notice. In any such proceeding, Defendant shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Defendant complied with the requirements of Paragraphs 43 and 44. If Defendant carries this burden, the delay at issue shall be deemed not to be a violation by Defendant of the affected obligation of this Consent Decree identified to EPA and the Court.

IX. DISPUTE RESOLUTION

48. 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. Defendant's failure to seek resolution of a dispute under this Section shall preclude Defendant from raising any such issue as a defense to an action by the United States, the State of West Virginia, or the Commonwealth, as applicable, to enforce any obligation of Defendant arising under this Decree.

49. 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 Defendant sends the United States, State of West Virginia, or Commonwealth, as applicable, 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, State of West Virginia, or Commonwealth, as applicable, shall be considered binding unless, within 20 Days after the conclusion of the informal negotiation period, Defendant invokes formal dispute resolution procedures as set forth below.

50. Formal Dispute Resolution. Defendant shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States, State of West Virginia, or Commonwealth, as applicable, 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 Defendant's position and any supporting documentation relied upon by Defendant.

51. The United States, State of West Virginia, or Commonwealth, as applicable, shall serve its Statement of Position within 45 Days of receipt of Defendant's Statement of Position. As applicable, the United States', State of West Virginia's, or Commonwealth's 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, State of West Virginia, or Commonwealth, as applicable. As applicable, the United States', State of West Virginia's, or Commonwealth's Statement of Position shall be binding on Defendant, unless Defendant files a motion for judicial review of the dispute in accordance with the following Paragraph.

52. Defendant may seek judicial review of the dispute by filing with the Court and serving on the United States, State of West Virginia, or Commonwealth, as applicable, in

accordance with Section XIII (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within 10 Days of receipt of the United States', State of West Virginia's, or Commonwealth's, as applicable, Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of Defendant's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

53. The United States, State of West Virginia, or Commonwealth, as applicable, shall respond to Defendant's motion within the time period allowed by the Local Rules of this Court. Defendant may file a reply memorandum, to the extent permitted by the Local Rules.

54. Standard of Review

- a. Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 50 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, Defendant shall have the burden of demonstrating, based on the administrative record, that the position of the United States or State of West Virginia or Commonwealth is arbitrary and capricious or otherwise not in accordance with law.
- b. Other Disputes. Except as otherwise provided in this Consent Decree, in any

other dispute brought under Paragraph 50, Defendant shall bear the burden of demonstrating that its position complies with this Consent Decree and better furthers the objectives of the Consent Decree.

55. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Defendant under this Consent 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 37. If Defendant does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VII (Stipulated Penalties).

X. INFORMATION COLLECTION AND RETENTION

56. The United States and the State of West Virginia and their representatives, including attorneys, contractors, and consultants, shall have the right of entry into the Follansbee Facility, at all reasonable times, upon presentation of credentials, to:

- a. monitor the progress of activities required under this Consent Decree;
- b. verify any data or information submitted to the United States and the State of West Virginia in accordance with the terms of this Consent Decree;
- c. obtain documentary evidence, including photographs and similar data related to Defendant's compliance with this Consent Decree; and
- d. assess Defendant's compliance with this Consent Decree.

57. Until two years after the termination of this Consent Decree, Defendant 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 Defendant'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 or the State of West Virginia Defendant shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

58. At the conclusion of the information-retention period provided in the preceding Paragraph, Defendant shall notify the United States and State of West Virginia 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 or State of West Virginia Defendant shall deliver any such documents, records, or other information to EPA or the State of West Virginia. Defendant 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 Defendant 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 Defendant. 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.

59. Defendant 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 Defendant seeks to protect as CBI, Defendant shall follow the procedures set forth in 40 C.F.R. Part 2.

60. 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, the State of West Virginia, or the Commonwealth pursuant to applicable federal or state laws, regulations, or permits, nor does it limit or affect any duty or obligation of Defendant to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

XI. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

61. This Consent Decree resolves the civil claims of the United States, the State of West Virginia, and the Commonwealth for the violations alleged in the Complaint filed in this action through the date of lodging.

62. The United States, the State of West Virginia, and the Commonwealth reserve all legal and equitable remedies available to enforce the provisions of this Consent Decree. This Consent Decree shall not be construed to limit the rights of the United States, the State of West Virginia, or the Commonwealth to obtain penalties or injunctive relief under the CWA or implementing regulations, or under other federal or state laws, regulations, or permit conditions, except as expressly specified in Paragraph 61. The United States, the State of West Virginia, and the Commonwealth further reserve all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, Defendant's Facility, whether related to the violations addressed in this Consent Decree or otherwise.

63. In any subsequent administrative or judicial proceeding initiated by the United States, the State of West Virginia, or the Commonwealth for injunctive relief, civil penalties, other

appropriate relief relating to Defendant's violations, Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States, the State of West Virginia, or the Commonwealth 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 61.

64. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Defendant is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; and Defendant'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, the State of West Virginia and the Commonwealth do not, by their consent to the entry of this Consent Decree, warrant or aver in any manner that Defendant's compliance with any aspect of this Consent Decree will result in compliance with provisions of the CWA, 33 U.S.C. § 1251, et seq., or with any other provisions of federal, State, or local laws, regulations, or permits.

65. This Consent Decree does not limit or affect the rights of Defendant or of the United States, the State of West Virginia, or the Commonwealth 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 Defendant, except as otherwise provided by law.

66. 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.

XII. COSTS

67. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States, the State of West Virginia, and the Commonwealth 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 Defendant.

XIII. NOTICES

68. Unless otherwise specified in this Decree, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed as follows:

As to the United States by email: eescdcopy.enrd@usdoj.gov
Re: DJ # 90-5-1-1-11701

As to the United States 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 # 90-5-1-1-11701

As to the U.S. Attorney's Office for the Northern District of West Virginia: United States Attorney's Office
Affirmative Civil Enforcement Unit
1125 Chapline Street, Suite 3000
P.O. 591
Wheeling, WV 26003
Stephanie.K.Savino@usdoj.gov

As to EPA: Chief, Oil & Prevention Programs Section
Enforcement and Compliance Assurance Division
1650 Arch Street
Philadelphia, PA 19103-2920
Simkins.Rachel@epa.gov

and

Daniel L. Isales (3RC50)

United States Environmental Protection Agency
Region III
Environmental Science Center
701 Mapes Road
Fort Meade, Maryland 20755-5350
Isales.daniel@epa.gov

As to State of West Virginia:

Chief Inspector - Environmental Enforcement
Mail Code #031328
WV-DEP 601 57th Street SE
Charleston, WV 25304
jeremy.w.bandy@wv.gov

As to the Commonwealth:

George Washburn, Compliance Specialist
Pennsylvania Department of Environmental Protection
Environmental Cleanup and Brownfields
Storage Tank Division
400 Waterfront Drive
Pittsburgh, PA 15222-4745
Gwashburn@pa.gov

As to Defendant:

Stephanie Apostolou
General Counsel and Secretary
Koppers Inc.
436 Seventh Avenue
Pittsburgh, PA 15219
ApostolouSL@Koppers.com

Joseph P. Dowd
Vice President, Global Safety, Health, Environmental
and Process Excellence
Koppers Inc.
436 Seventh Avenue
Pittsburgh, PA 15219'
DowdJP@koppers.com

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

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

XIV. EFFECTIVE DATE

71. 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 Defendant 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.

XV. RETENTION OF JURISDICTION

72. 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 IX and XVI, or effectuating or enforcing compliance with the terms of this Decree.

XVI. MODIFICATION

73. The terms of this Consent Decree, 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.

74. Any disputes concerning modification of this Decree shall be resolved pursuant to Section IX (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 54, 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).

XVII. TERMINATION

75. After Defendant has completed the requirements of Section V (Compliance Requirements), has thereafter maintained continuous satisfactory compliance with this Consent Decree for a period of 2 years, and has paid the civil penalty and any accrued stipulated penalties as required by this Consent Decree Defendant may serve upon the United States, the State of West Virginia, and the Commonwealth a Request for Termination, stating that Defendant has satisfied those requirements, together with all necessary supporting documentation.

76. In the event that (A) Defendant permanently shuts down the Follansbee Facility or (B) transfers ownership of the Follansbee Facility pursuant to Paragraph 4, it may serve upon the United States, the State of West Virginia, and the Commonwealth a Request for Termination after paying the civil penalty and any outstanding stipulated penalties as required by this Consent Decree. Defendant's Request for Termination must include the following:

- a. Sufficient evidence demonstrating that the requirements of Paragraphs 12 to 16 have been completed, that all aboveground storage tanks at the Follansbee Facility have been integrity tested pursuant to 40 C.F.R. § 112.8(c)(6), demolished, or permanently closed within the meaning set forth at 40 C.F.R. § 112.2;
- b. Sufficient evidence demonstrating compliance with the SPCC regulations, FRP regulations, and West Virginia Above Ground Storage Tank Act at the Follansbee Facility; and
- c. Information on any transfer of ownership in accordance with Paragraph 4.

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

78. If the United States, after consultation with the State of West Virginia and the Commonwealth does not agree that the Decree may be terminated, Defendant may invoke Dispute Resolution under Section IX. However, Defendant shall not seek Dispute Resolution of any dispute regarding termination until 60 Days after service of its Request for Termination.

XVIII. PUBLIC PARTICIPATION

79. 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. Defendant 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 Defendant in writing that it no longer supports entry of the Decree.

XIX. SIGNATORIES/SERVICE

80. Each undersigned representative of Defendant, the State of West Virginia, the Commonwealth, and the Assistant Attorney General for the Environment and Natural Resources

Division of the Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.

81. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Defendant agrees to accept service of process by e-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. Defendant need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XX. INTEGRATION

82. 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, other than deliverables that are subsequently submitted and approved pursuant to this Decree. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree.

XXI. TAX IDENTIFICATION

83. For purposes of the identification requirement of Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), performance of Paragraphs 3 through 6 (Applicability); 12 through 16 (Compliance Requirements); 23 through 29 (Reporting

Requirements); and 56 through 60 (Information Collection and Retention) are restitution or required to come into compliance with law.

XXII. FINAL JUDGMENT

84. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States, the State of West Virginia, the Commonwealth and Defendant.

Dated and entered this __ day of _____, 2020

UNITED STATES DISTRICT JUDGE

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States, et al. v. Koppers Inc., subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

FOR THE UNITED STATES OF AMERICA:

10/29/2020
Date

Nathaniel Douglas
NATHANIEL DOUGLAS
Deputy Section Chief
Environmental Enforcement Section

Environment and Natural Resources Division
U.S. Department of Justice

s/ Alexandra B. Sherertz
ALEXANDRA B. SHERERTZ
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources
Division U.S. Department of Justice
Washington, DC 20044-7611
Phone: (202) 514-0414
Fax: (202) 514-0097
E-Mail: Alexandra.Sherertz@usdoj.gov

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States, et al. v. Koppers Inc., subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

FOR THE U.S. ATTORNEY'S OFFICE
FOR THE NORTHERN DISTRICT OF WEST
VIRGINIA:

A handwritten signature in black ink, appearing to read "W. Powell", written over a horizontal line.

William J. Powell
United States Attorney
Northern District of West Virginia

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States, et al. v. Koppers Inc., subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

FOR THE U.S. ENVIRONMENTAL PROTECTION
AGENCY:

10/29/2020

Date

Rosemarie
Kelley

Digitally signed by
Rosemarie Kelley
Date: 2020.10.29
17:48:13 -04'00'

ROSEMARIE A. KELLEY
Director
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

OF COUNSEL:
Erin Grisby
Attorney-Advisor
Water Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance (OECA)
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue NW (MC: 2243A)
Washington, DC 20460

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States, et al. v. Koppers Inc., subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

FOR THE U.S. ENVIRONMENTAL PROTECTION
AGENCY:

**COSMO
SERVIDIO**

Digitally signed by COSMO
SERVIDIO
Date: 2020.10.29 10:11:21
-04'00'

Date

Cosmo Servidio
Regional Administrator
U.S. EPA Region III
1650 Arch Street
Philadelphia, PA 19103-2029

**CECIL
RODRIGUES**

Digitally signed by CECIL
RODRIGUES
Date: 2020.10.22 14:38:17
-04'00'

Date

Cecil Rodrigues
Regional Counsel
U.S. Environmental Protection Agency, Region III
1650 Arch Street
Philadelphia, PA 19103-2029

DANIEL ISALES

Digitally signed by DANIEL
ISALES
Date: 2020.10.07 15:34:01 -04'00'

Date

Daniel L. Isales
Assistant Regional Counsel
U.S. Environmental Protection Agency, Region III
701 Mapes Road
Fort Meade, MD 20755-5350

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States, et al. v. Koppers Inc., subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

FOR THE STATE OF WEST VIRGINIA:

10/8/2020

Date

Katheryn Emery

Digitally signed by: Katheryn Emery
DN: CN = Katheryn Emery email = katheryn.d.emery@wv.gov C = US
Date: 2020.10.08 16:30:24 -04'00'

Katheryn D. Emery
Acting Director
Division of Water and Waste Management
West Virginia Department of Environmental Protection
601 57th Street SE
Charleston, WV 25304

Charles S. Driver

Digitally signed by: Charles S. Driver
DN: CN = Charles S. Driver email = charles.s.driver@wv.gov C = US O = WV Department of Environmental Protection OU = Office of Legal Services
Date: 2020.10.13 08:09:53 -04'00'

Date

Scott Driver
Senior Counsel
West Virginia Department of Environmental Protection
601 57th Street SE
Charleston, WV 25304

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States, et al. v. Koppers Inc., subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

FOR THE COMMONWEALTH OF PENNSYLVANIA:

10/19/2020

Date

/s/ Diane D. McDaniel

DIANE D. MCDANIEL, P.E.

Program Manager

Environmental Cleanup and Brownfields Program

PA Department of Environmental Protection

Southwest Regional Office

400 Waterfront Drive

Pittsburgh, PA 15222

Phone: (412)442-4153

Email: dimcdaniel@pa.gov

10/19/2020

Date

/s/ Edward S. Stokan

EDWARD S. STOKAN

Assistant Regional Counsel

Office of Chief Counsel

PA Department of Environmental Protection

Southwest Regional Office

400 Waterfront Drive

Pittsburgh, PA 15222

Phone: (412)442-4249

Fax: (412)442-4274

Email: estokan@pa.gov

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States, et al. v. Koppers Inc., subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

FOR KOPPERS INC.:

10/1/2020
Date

Joseph P Dowd
JOSEPH P DOWD
VICE PRESIDENT, ZERO HARM