

delay(s) attributable to a Force Majeure Event. An extension of one compliance date based on a particular event may, but will not necessarily, result in an extension of a subsequent compliance date.

65. Events Excluded. Unanticipated or increased costs or expenses associated with the performance of Durand's obligations under this Consent Decree shall not constitute a Force Majeure Event.

66. As part of the resolution of any matter submitted to this Court under Section XIII (Dispute Resolution) of this Consent Decree regarding a claim of Force Majeure, the Parties by agreement, or this Court by order, may in appropriate circumstances extend or modify the schedule for completion of work under this Consent Decree to account for the delay in the work that occurred as a result of any delay agreed to by the Plaintiffs or approved by the Court. Durand shall be liable for stipulated penalties for its failure thereafter to complete the work in accordance with the extended or modified schedule.

### **XIII. DISPUTE RESOLUTION**

67. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. Durand's failure to seek resolution of a dispute under this Section shall preclude Durand from raising any such issue as a defense to an action by the United States to enforce any obligation of Durand arising under this Decree.

68. 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 Durand sends the United States and NJDEP a written Notice of

Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed twenty (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, after consultation with NJDEP, shall be considered binding unless, within twenty (20) Days after the conclusion of the informal negotiation period, Durand invokes formal dispute resolution procedures as set forth below.

69. Formal Dispute Resolution. Durand shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States and NJDEP 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 Durand's position and any supporting documentation relied upon by Durand.

70. The United States, after consultation with NJDEP, shall serve its Statement of Position within forty-five (45) Days of receipt of Durand'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 shall be binding on Durand, unless Durand files a motion for judicial review of the dispute in accordance with the following Paragraph.

71. Durand may seek judicial review of the dispute by filing with the Court and serving on the United States and NJDEP, in accordance with Section XV (Notices) of this Consent Decree, a motion requesting judicial resolution of the dispute. The motion must be filed within fifteen (15) Days of receipt of the United States' Statement of Position. The motion shall contain a written statement of Durand'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.

72. The United States, after consultation with NJDEP, shall respond to Durand's motion within the time period allowed by the Local Rules of this Court. Durand may file a reply memorandum, to the extent permitted by the Local Rules.

73. Standard of Review. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 69 (Formal Dispute Resolution) Durand shall bear the burden of demonstrating that its position complies with this Consent Decree and that it is entitled to relief under applicable principles of law. The United States and/or New Jersey reserve the right to argue that their/its position is reviewable only on the administrative record and must be upheld unless arbitrary and capricious or otherwise not in accordance with the law, and Durand reserves the right to oppose this position.

74. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Durand 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 54. If Durand does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XI (Stipulated Penalties).



#### XIV. INFORMATION COLLECTION AND RETENTION

75. Any authorized representative of the Plaintiffs, including their attorneys, contractors, and consultants, upon presentation of credentials, shall have a right of entry upon the premises of the Durand facility at any reasonable time for the purpose of:

- (a) monitoring the progress of activities required under this Consent Decree;
- (b) verifying any data or information submitted to the Plaintiffs in accordance with the terms of this Consent Decree;
- (c) obtaining samples and, upon request, splits of any samples taken by Durand or its representatives, contractors, or consultants; and
- (d) assessing Durand's compliance with this Consent Decree.

76. Until at least three (3) years after the termination of this Consent Decree, Durand 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 Durand'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 EPA and NJDEP, Durand shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

77. All information and documents submitted by Durand pursuant to this Consent Decree shall be subject to any requests under applicable law providing public disclosure of

documents unless: (a) the information and documents are subject to legal privileges or protection; or (b) Durand claims that the information and documents contain confidential business information, and EPA determines that no disclosure is required in accordance with 40 C.F.R. Part 2 and/or NJDEP determines that no disclosure is required in accordance with the Open Public Records Act, N.J.S.A. 47:1A-1 to -13 and N.J.A.C. 7:27-1.9 to -1.30.

78. Nothing in this Consent Decree shall limit the authority of the Plaintiffs to conduct tests and inspections at Durand's facilities under Section 114 of the Act, 42 U.S.C. § 7414, or any other applicable federal or state laws, regulations or permits.

79. The information retention requirements of Section XIV (Information Collection and Retention) shall survive termination of this Consent Decree and shall be enforceable by this Court even after such termination. 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 or New Jersey pursuant to applicable federal or state laws, regulations, or permits, nor does it limit or affect any duty or obligation of Durand to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

#### **XV. NOTICES**

80. Unless otherwise provided herein, 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 of America:

Chief, Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611, Ben Franklin Station  
Washington, DC 20044-7611  
DJ# 90-5-2-1-08085

As to EPA, with copies to the Regional Office

Director, Air Enforcement Division  
Office of Enforcement and Compliance Assurance  
U.S. Environmental Protection Agency  
Ariel Rios Building, Mail Code 2242A  
1200 Pennsylvania Avenue, N.W.  
Washington, DC 20460

EPA Region 2:

Chief, Air Compliance Branch  
Division of Compliance Assurance  
U.S. Environmental Protection Agency, Region 2  
290 Broadway, 21st floor  
New York, NY 10007-1866

Chief, Air Branch  
Office of Regional Counsel  
U.S. Environmental Protection Agency, Region 2  
290 Broadway, 16th floor  
New York, NY 10007-1866

As to Durand:

Fred Dohn, President  
Durand Glass Manufacturing Company, Inc.  
901 S. Ward Boulevard  
Millville, New Jersey 08332

Thierry Decroocq, Vice President of Manufacturing  
Durand Glass Manufacturing Company, Inc.  
901 S. Ward Boulevard  
Millville, New Jersey 08332

Mike Griffith, Environmental Engineer  
Durand Glass Manufacturing Company, Inc.  
901 S. Ward Boulevard  
Millville, New Jersey 08332

Ellen Radow Sadat, Esquire  
Drinker Biddle & Reath LLP  
105 College Road East  
P.O. Box 627  
Princeton, New Jersey 08542-0627

As to New Jersey:

Section Chief  
Environmental Enforcement and Homeland Security  
Division of Law  
R.J. Hughes Justice Complex  
25 Market Street  
P.O. Box 093  
Trenton, NJ 08625-093

and

Director, Air and Hazardous Waste Compliance and Enforcement  
New Jersey Department of Environmental Protection  
Mail Code 401-04B  
P.O. Box 420  
Trenton, NJ 08625-0420

and

Manager  
Southern Regional Air Compliance and Enforcement  
New Jersey Department of Environmental Protection  
2 Riverside Drive, Suite 201  
Camden, NJ 08103

81. In addition to the addresses identified in Paragraph 80, unless otherwise provided herein, whenever permit application submissions, or related communications are required by this Consent Decree, they shall be made in writing and also addressed as follows:



Chief, Bureau of Air Permits  
Division of Air Quality  
New Jersey Department of Environmental Protection  
401 E. State Street, 2nd Floor East Wing  
Mail Code 401-02  
P.O. Box 027  
Trenton, NJ 08625-0027

and

Chief, Air Compliance Branch  
Division of Compliance Assurance  
U.S. Environmental Protection Agency, Region 2  
290 Broadway, 21st floor  
New York, NY 10007-1866

82. All notifications, communications or submissions made pursuant to this Section shall be sent either by: (a) overnight mail or delivery service; (b) certified or registered mail, return receipt requested; or (c) electronic transmission, unless the recipient is not able to review the transmission in electronic form. All notifications, communications and transmissions: (a) sent by certified or registered mail shall be deemed submitted on the date they are postmarked; or (b) sent by overnight delivery service shall be deemed submitted on the date they are delivered to the delivery service. All notifications, communications, and submissions made by electronic transmission shall be electronically signed and certified, and shall be deemed submitted on the date that Durand receives written acknowledgment of receipt of such transmission.

83. Any Party may change either the notice recipient or the address for providing notices to it by serving the other Party with a notice setting forth such new notice recipient or address.



## **XVI. SALES OR TRANSFERS OF OWNERSHIP INTERESTS**

84. If Durand proposes to sell or transfer an operational or Ownership Interest in the Facility, at least thirty (30) Days prior to any sale or transfer, Durand shall advise the proposed transferee in writing of the existence of this Consent Decree and shall provide a copy of this Consent Decree to the proposed transferee. Durand shall provide written notice of any prospective sale or transfer to the United States and New Jersey, pursuant to Section XV (Notices) of this Consent Decree, at least thirty (30) Days prior to such proposed sale or transfer. Any attempt to transfer ownership or operation of the Facility without complying with this Paragraph constitutes a violation of this Consent Decree.

85. Durand shall condition any transfer, in whole or in part, of an operational, Ownership Interest, or other interest in the Facility subject to this Consent Decree, upon: (1) certification by the transferee that it has the financial and technical ability to assume the obligations and liabilities under this Consent Decree, and (2) the execution by the transferee of a modification to the Consent Decree, making the terms and conditions of the Decree that apply to such Facility applicable to the transferee.

86. Durand shall submit an application for modification promptly to the Court after such transfer making the terms and conditions of the Consent Decree that apply to the Facility applicable to the transferee. Upon approval by the Court of such modification, in accordance with Section XIX (Modification) of this Consent Decree, making the transferee a party to this Consent Decree and liable for all the requirements of this Decree that are applicable to the transferred or purchased interest, Durand shall be released from the obligations and liabilities of this Consent Decree as to the transferred or purchased interests, provided that all civil penalties

pursuant to Section VIII (Civil Penalties) and stipulated penalties pursuant to Section XI (Stipulated Penalties) have been fully paid.

87. This Consent Decree shall not be construed to impede the transfer of any Ownership Interests between Durand and any Third Party as long as the requirements of this Consent Decree are met. This Consent Decree shall not be construed to prohibit a contractual allocation – as between Durand and any Third Party of Ownership Interests – of the burdens of compliance with this Decree, provided that both Durand and such Third Party shall remain jointly and severally liable to EPA and NJDEP for the obligations of this Consent Decree applicable to the transferred or purchased Ownership Interests, except as provided in Paragraphs 84 through 86 of this Consent Decree.

88. Notwithstanding the foregoing, however, Durand may not assign, and may not be released from, any obligation under this Consent Decree that is not specific to the purchased or transferred Ownership Interests, including the obligations set forth in Sections IX (Civil Penalty) and XII (Stipulated Penalties). Durand may propose and the Plaintiffs may agree to restrict the scope of joint and several liability of any purchaser or transferee for any obligations of this Consent Decree that are not specific to the transferred or purchased Ownership Interests, to the extent such obligations may be adequately separated in an enforceable manner.

#### **XVII. EFFECTIVE DATE**

89. The effective date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or that a motion to enter the Decree is granted.

### **XVIII. RETENTION OF JURISDICTION**

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

### **XIX. MODIFICATION**

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

### **XX. GENERAL PROVISIONS**

92. This Consent Decree is not a permit. Compliance with the terms of this Consent Decree does not guarantee compliance with all applicable federal, state, or local laws or regulations. The obligations set forth herein do not relieve Durand from any obligation to comply with other state and federal requirements under the Clean Air Act, including Durand's obligation to satisfy any state modeling requirements set forth in the New Jersey State Implementation Plan.

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

94. In any subsequent administrative or judicial action initiated by the Plaintiffs for injunctive relief or civil penalties relating to the Facility, Durand shall not assert any defense or claim based upon principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim

preclusion, or claim splitting, or any other defense based upon the contention that the claims raised by the United States or New Jersey in the subsequent proceeding were brought, or should have been brought, in the instant case; provided, however, that nothing in this Paragraph is intended to affect the validity of Section IX (Effect of Settlement).

95. Except as specifically provided by this Consent Decree, nothing in this Consent Decree shall relieve Durand of its obligation to comply with all applicable federal, state, and local laws and regulations. Subject to the provisions in Section IV (Compliance Requirements), nothing contained in this Consent Decree shall be construed to prevent or limit the rights of the United States and New Jersey to obtain penalties or injunctive relief under the Act or other federal, state, or local statutes, regulations, or permits.

96. The United States reserves 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, Durand's Facility, whether related to the violations addressed in this Consent Decree or otherwise.

97. New Jersey reserves all rights under the New Jersey Air Act and common law, to take additional actions if New Jersey determines that such actions are necessary to protect public health, safety, welfare, and the environment.

98. Notwithstanding any other provisions of this Consent Decree, the United States and New Jersey reserve all rights with respect to liability for assessment and damages for injury to, destruction of or loss of natural resources under otherwise applicable federal, state or other law and regulation.



99. Nothing in this Consent Decree is intended to, or shall, alter or waive any applicable law (including but not limited to any defenses, entitlements, challenges, or clarifications related to the Credible Evidence Rule, 62 Fed. Reg. 8,315 (Feb. 27, 1997)) concerning the use of data for any purpose under the Act, generated either by the reference methods specified herein or otherwise.

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

101. Performance standards, emissions limits, and other quantitative standards set by or under this Consent Decree must be met to the number of significant digits in which the standard or limit is expressed. For example, an Emission Limit of 0.100 is not met if the actual Emissions are 0.101. Durand shall round the fourth significant digit to the nearest third significant digit, or the third significant digit to the nearest second significant digit, depending upon whether the limit is expressed to three or two significant digits. For example, if actual Emissions are 0.1004, that shall be reported as 0.100, and shall be in compliance with an Emission Limit of 0.100, and if actual Emissions are 0.1005 that shall be reported as 0.101, and shall not be in compliance with an Emission Limit of 0.100. Durand shall report data to the number of significant digits in which the corresponding emission standard or limit is expressed.

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

103. This Consent Decree constitutes the final, complete and exclusive agreement and understanding between the Parties with respect to the settlement embodied in this Consent Decree, and supersedes all prior agreements and understandings between the Parties related to

the subject matter herein. No document, representation, inducement, agreement, understanding, or promise constitutes any part of this Decree or the settlement it represents, nor shall they be used in construing the terms of this Consent Decree.

104. Each Party to this action shall bear its own costs and attorneys' fees.

#### **XXI. SIGNATORIES AND SERVICE**

105. Each undersigned representative of the Parties 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 to this document the Party he or she represents.

106. This Consent Decree may be signed in counterparts, and such counterpart signature pages shall be given full force and effect.

107. Each Party hereby 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.

#### **XXII. PUBLIC COMMENT**

108. The Parties agree and acknowledge that final approval by the Plaintiffs and entry of this Consent Decree is subject to the procedures of 28 C.F.R. § 50.7, which provides for notice of the lodging of this Consent Decree in the Federal Register, an opportunity for public comment, and the right of Plaintiffs to withdraw or withhold consent if the comments disclose facts or considerations which indicate that the Consent Decree is inappropriate, improper or inadequate. Durand shall not oppose entry of this Consent Decree by this Court or challenge any

provision of this Consent Decree unless the Plaintiffs have notified Durand, in writing, that the United States or New Jersey no longer support entry of the Consent Decree.

### **XXIII. TERMINATION**

109. Consistent with Paragraph 16 of this Consent Decree, prior to seeking termination of this Consent Decree under Paragraph 111, below, Durand shall certify in writing that the applicable requirements in subparagraphs 9(b), (c), (d) and (e), and the NO<sub>x</sub> allowance and credit requirements in Section VII of this Consent Decree are contained in an NSR preconstruction permit/approval and incorporated/integrated into the Facility Title V Operating Permit. Durand may submit the relevant certified progress report to demonstrate compliance with these requirements.

110. Prior to seeking termination of this Consent Decree under Paragraph 111, below, Durand shall demonstrate compliance with the final PM-10 emission limit established under subparagraph 9(e)(3) and (4), and shall obtain an NSR preconstruction permit/approval and an amendment/modification to the Title V Operating Permit to incorporate the final PM-10 limit into such permit. Durand may demonstrate compliance with the final PM-10 limit pursuant to either subparagraph (a) or (b), below.

(a) if all three (3) annual PM-10 stack testing averages under subparagraph 9(e)(3) are equal to or less than 0.56 pounds of PM-10 per Ton of glass pulled, then EPA and NJDEP will accept those three annual average stack test results as Durand's demonstration of compliance with the final PM-10 limit established under subparagraph 9(e)(4), and no additional stack testing shall be required under this Consent Decree; or



(b) if any one of the annual averages is more than 0.56 pounds of PM-10 per Ton of glass pulled, then compliance with the final PM-10 limit of 0.70 pounds of PM-10 per Ton of glass pulled established under subparagraph 9(e)(4) shall be demonstrated by one (1) additional PM-10 stack test, which shall be conducted in accordance with the same test protocols required under subparagraph 9(e)(3) of this Consent Decree. The additional stack test shall be conducted the following year, in the same calendar quarter that the stack tests to establish the final PM-10 limit were performed. The results of the stack test shall be submitted to EPA and NJDEP within forty-five (45) Days after completing the test.

111. After Durand has (1) maintained continuous satisfactory compliance with the requirements of Section IV (Compliance Requirements) and Section X (Reporting) for at least a two (2) year period from the first Day that the final NO<sub>x</sub> and PM limits in subparagraphs 9(b)(5), 9(b)(6) and 9(e)(2), respectively, are in effect for all three Furnaces; (2) obtained a Title V Operating Permit amendment/modification that incorporates the final PM-10 emission limit under subparagraph 110(a), or submitted the results of the additional PM-10 stack test conducted under subparagraph 110(b), as applicable, and has obtained all other permits required by this Consent Decree; and (3) paid the civil penalty and any accrued stipulated penalties as provided under Sections VIII (Civil Penalty) and XI (Stipulated Penalties) of this Consent Decree, Durand may serve upon the United States and New Jersey a certified request for termination stating that Durand has satisfied those requirements, together with all necessary supporting documentation. Durand shall be subject to stipulated penalties for violations of this Consent Decree, as set forth in Section XI (Stipulated Penalties), until the Parties have held the informal conference under Paragraph 113, below, and EPA and NJDEP determine that this Consent Decree may be



terminated. Durand shall submit any information requested by EPA or NJDEP that is necessary to determine Durand's compliance with the terms of this Consent Decree prior to termination.

112. The request to terminate the Consent Decree shall also contain the following statement, signed by a responsible corporate official:

To the best of my knowledge, after thorough investigation, I certify that the information contained in or accompanying this request is 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.

113. Following receipt by the United States and New Jersey of Durand's Request for Termination, the Parties shall confer informally concerning the Request for Termination and any disagreement that the Parties may have as to whether Durand has satisfactorily complied with the requirements for termination of this Consent Decree, as set forth in Paragraphs 109 through 112 of this Consent Decree. If the United States after consultation with New Jersey, agrees that the Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Decree.

114. If the United States or New Jersey, after consultation with the other, do not agree that the Decree may be terminated or the United States and New Jersey do not respond to the Request for Termination, Durand may invoke Dispute Resolution under Section XIII (Dispute Resolution) of this Consent Decree. However, Durand shall not seek Dispute Resolution of any dispute or the absence of a response by the United States and New Jersey regarding termination until sixty (60) Days after submission of Durand's Request for Termination.

**XXIV. FINAL JUDGMENT**

115. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment in the above-captioned matter between the Plaintiffs and Durand.

**XXV. APPENDIX**

(See attached Appendix A)

SO ORDERED, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

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THE HONORABLE \_\_\_\_\_  
UNITED STATES DISTRICT COURT JUDGE

*[Faint handwritten signature]*

*[Faint handwritten initials]*

*[Faint handwritten signature]*

*[Faint handwritten initials]*

Signature Pages for Consent Decree in:

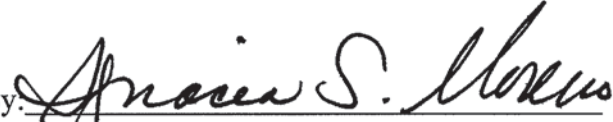
*United States of America and the State of New Jersey*

v.

*Durand Glass Manufacturing Company, Inc.*, No. 1:12-cv-06115

FOR THE UNITED STATES OF AMERICA:

Date: 9/27/12

By: 

IGNACIA S. MORENO  
Assistant Attorney General  
Environment and Natural Resources Division  
United States Department of Justice  
10th & Pennsylvania Avenue, N.W.  
Washington, D.C. 20530

Date: 9/28/12

By: 

BRIAN DONOHUE  
Senior Attorney  
Environmental Enforcement Section  
Environment and Natural Resources Division  
United States Department of Justice  
P.O. Box 7611, Ben Franklin Station  
Washington, D.C. 20044



Signature Pages for Consent Decree in:


*United States of America and the State of New Jersey*

v.

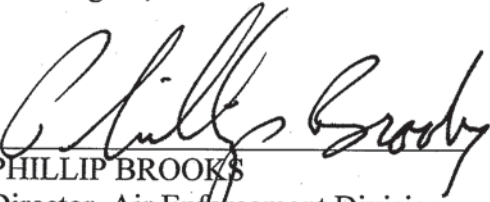
*Durand Glass Manufacturing Company, Inc.*, No. 1:12-cv-06115

FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY:

Date: 9/25/12

By:   
CYNTHIA GILES  
Assistant Administrator  
Office of Enforcement and Compliance Assurance  
United States Environmental Protection Agency  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460

Date: 9/25/12

By:   
PHILLIP BROOKS  
Director, Air Enforcement Division  
Office of Enforcement and Compliance Assurance  
United States Environmental Protection Agency  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460

Of Counsel  
Tahani Ann Rivers  
Air Enforcement Division  
Office of Enforcement and Compliance Assurance  
United States Environmental Protection Agency  
1595 Wynkoop Street  
Denver, CO 80202

Signature Pages for Consent Decree in:

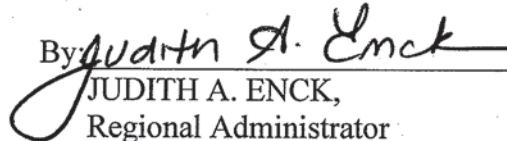
*United States of America and the State of New Jersey*

v.


*Durand Glass Manufacturing Company, Inc.*, No. 1:12-cv-06115

FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY:

Date: 9/17/12

By:   
JUDITH A. ENCK,  
Regional Administrator  
U.S. Environmental Protection Agency  
Region 2  
290 Broadway  
New York, New York, 10007-1866

Date: 9/14/12

By:   
ERIC SCHAAF  
Regional Counsel  
U.S. Environmental Protection Agency  
Region 2  
290 Broadway  
New York, New York 10007-1866

Of Counsel:

ERICK R. IHLENBURG  
Assistant Regional Counsel  
U.S. Environmental Protection Agency  
Region 2  
290 Broadway  
New York, New York 10007-1866

Signature Pages for Consent Decree in:

*United States of America and the State of New Jersey*


v.

*Durand Glass Manufacturing Company, Inc.*, No. 1:12-cv-06115

FOR THE STATE OF NEW JERSEY:

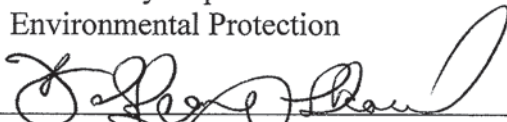
JEFFREY S. CHIESA  
Attorney General of New Jersey

Date: September 24, 2012

By:   
SCOTT B. DUBIN  
Deputy Attorney General  
New Jersey Department of Law and Public Safety  
Division of Law  
25 Market Street  
P.O. Box 093  
Trenton, NJ 08625-0093

BOB MARTIN  
Commissioner  
New Jersey Department of  
Environmental Protection

Date: Sept. 20, 2012

By:   
WOLFGANG SKACEL  
Assistant Commissioner  
Compliance and Enforcement  
New Jersey Department of Environmental  
Protection  
Mail Code: 401-04B  
401 East State Street  
P.O. Box 420

Signature Pages for Consent Decree in:

*United States of America and the State of New Jersey*

v.

*Durand Glass Manufacturing Company, Inc.*, No. 1:12-cv-06115

For Defendant Durand Glass Manufacturing  
Company, Inc.:

Date: 9-6-2012

By: Fred Dohn  
Fred Dohn, President

Date: 9-10-2012

By: Ellen Radow Sadat  
Ellen Radow Sadat, Esq.  
Drinker Biddle & Reath LLP