

**ALLEGHENY COUNTY HEALTH DEPARTMENT
AIR QUALITY PROGRAM**

In the Matter of:

INEOS Composites US, LLC
2650 Neville Road
Pittsburgh, PA 15225

CONSENT ORDER

This Consent Order is entered into this 17th day of July, 2023, by and between the Allegheny County Health Department (“ACHD”) and INEOS Composites US, LLC (“INEOS”)

WHEREAS, the Director of the ACHD has been delegated authority pursuant to the federal Clean Air Act, 42 U.S.C. §§ 7401 et seq., and the Pennsylvania Air Pollution Control Act, 35 P.S. §§ 4001 et seq., and the ACHD is a local health agency organized under Local Health Administration Law, Act 315 of August 24, 1951, P.L. 1304, as amended, 16 Pa.C.S. § 12001 et seq., whose powers and duties include the enforcement of laws relating to public health within Allegheny County, including the Allegheny County Health Department’s Rules and Regulations, Article XXI, Air Pollution Control (“Article XXI”);

WHEREAS, INEOS manufactures polyester resins at 2650 Neville Road, Pittsburgh, PA 15225 (the “Neville Island facility”).

WHEREAS, On August 31, 2019, ACHD issued Amended Operating Permit No. 0037b (“OP 0037b”) to INEOS for the Neville Island facility.

WHEREAS, On June 21, 2023, ACHD issued Enforcement Order #230601 documenting two violations regarding failure to report a breakdown and failure to keep daily production or monomer usage records.

WHEREAS, Enforcement Order #230601 assessed a civil penalty against INEOS in the amount of Three thousand four hundred and 10 dollars (\$3,410.00)

WHEREAS, subsequent to the issuance of Enforcement Order #230601, INEOS provided to ACHD daily production or monomer usage records;

WHEREAS, the Parties, following a discussion of the various aspects of Enforcement Order #230601, have decided to resolve the matter through payment of a reduced civil penalty without INEOS filing an appeal and proceeding to a hearing on the merits;

WHEREAS, the Parties recognize that this Consent Order has been negotiated in good faith and that any actions undertaken by INEOS in accordance with this Consent Order do not constitute an admission of fault or liability; and

WHEREAS, after a full and complete negotiation of all matters set forth in this Consent Order and upon mutual exchange of covenants contained herein, the Parties agree that this Consent Order is in the best interest of the Parties and the public.

NOW, THEREFORE, without any final determination of fact or law, and intending to be legally bound hereby, the Parties hereto agree as follows:

I. JURISDICTION

1. Solely for the purposes of this Consent Order, INEOS waives all objections and defenses that it may have to jurisdiction or venue. INEOS shall not challenge ACHD's jurisdiction to enter into or to enforce this Consent Order.

II. APPLICABILITY

2. The provisions of this Consent Order shall apply to, be binding upon, and inure to the benefit of the ACHD and INEOS and upon their respective officers, directors, agents, contractors, employees, servants, successors, and assigns.

3. The duties and obligations under this Consent Order shall not be modified, diminished, terminated, or otherwise altered by the transfer of any legal or equitable interest in INEOS or any part thereof. In the event that INEOS proposes to sell or transfer its Neville Island facility after the effective date of this Consent Order or any part thereof, INEOS shall provide written notice to the ACHD of such purchaser or transferee at least thirty (30) days prior to the sale or transfer. INEOS shall also provide a copy of this Consent Order to any person or entity INEOS intends to make any such sale or transfer to at least thirty (30) days prior thereto.

4. The undersigned representative of INEOS certifies that he or she is fully authorized to execute this Consent Order on behalf of INEOS, and to legally bind INEOS to this Agreement.

5. The Parties do not authorize any other persons to use any findings in this Consent Order in any matter or proceeding.

6. Nothing herein is intended to limit the authority of the ACHD with respect to violations that may have occurred prior or subsequent to the date of this Consent Order, if any, and that are not specifically the subject of Enforcement Order #230601.

IV. CONDITIONS

7. INEOS does keep daily production or monomer usage records and has provided the requested records to ACHD.

8. As required by OP 0037b, INEOS will continue to keep daily production or monomer usage records and provide them to ACHD when requested.

9. INEOS is hereby assessed a civil penalty of ONE THOUSAND THREE HUNDRED AND NINETY-FIVE DOLLARS (\$1,395.00).

10. Within thirty (30) days from the effective date of this Consent Order, INEOS shall pay to ACHD the \$1,395.00 civil penalty assessed in Paragraph 9 above in the form of a check or

money order made payable to Allegheny County Clean Air Fund and remitted to Air Quality Program, Enforcement Program Manager, 301 39th Street, Pittsburgh PA

V. FORCE MAJEURE

11. For purposes of this Consent Decree, “force majeure,” as applied to INEOS or to any entity or person controlled by INEOS, is defined as any event arising from circumstances or causes beyond the control of INEOS or of any entity or person controlled by INEOS, including but not limited to, its officers, directors, employees, agents, representatives, contractors, subcontractors and consultants, that could not have been prevented by reasonable due diligence and that delays or may delay or prevent the performance of any condition under this Consent Order despite INEOS’s diligent efforts to fulfill the condition. The requirement to exercise “diligent efforts to fulfill the condition” includes using diligent efforts to anticipate any potential force majeure event and diligent efforts to address the effects of any potential force majeure event (i) as it is occurring, and (ii) following the potential force majeure event, such that the delay or nonperformance is minimized to the greatest extent possible.

12. If any event occurs or has occurred that may delay or prevent the performance of any condition under this Consent Order, and if INEOS is to have the right to claim such event constitutes force majeure, INEOS shall:

- (a) Telephonically notify and inform ACHD of the occurrence of the event within forty-eight (48) hours after INEOS first knew, or with the exercise of reasonable care should have known, of the event; and
- (b) Provide in writing to ACHD, within five (5) days after INEOS first knew, or with the exercise of reasonable care should have known, of the event, a statement which:
 - (1) Describes and explains the reasons for the delay or nonperformance;
 - (2) Describes and explains the reasons for the duration or anticipated duration of the delay or nonperformance;

- (3) Identifies all measures taken or to be taken by INEOS to prevent or minimize the delay or nonperformance;
- (4) Includes a timetable and schedule pursuant to which such measures shall be implemented;
- (5) Contains INEOS's rationale for attributing such delay or nonperformance to a force majeure event if it intends to assert such a claim;
- (6) States whether, in the opinion of INEOS, such event may cause or contribute to an endangerment to public health, welfare or the environment; and
- (7) Includes available documentation which, to the best knowledge and belief of INEOS, supports INEOS's claim that the delay or nonperformance was attributable to a force majeure event.

13. Failure by INEOS to comply with each of the notice requirements above shall constitute a waiver of INEOS's right to invoke the Force Majeure provision as a basis for delay or nonperformance under this Consent Order.

VI. GENERAL TERMS

14. This Consent Order addresses and is intended to resolve all outstanding issues between the Parties relating to Enforcement Order #230601.

15. The effective date of this Consent Order shall be the date of the last signature hereto.

16. In the event that INEOS fails to comply with any provision of this Consent Order, the ACHD may pursue any remedy available under Article XXI of the ACHD's Rules and Regulations for a violation of an Order of the ACHD, including an action to enforce this Consent Order.

17. The ACHD reserves the right to require additional measures to achieve compliance with this Consent Order. INEOS reserves the right to challenge any action that the ACHD may take to require those measures.

18. All correspondence with ACHD concerning this Consent Order shall be addressed

to:

Allason Holt
Program Manager
Compliance and Enforcement Program
Allegheny County Health Department
301 39th Street, Building 7
Pittsburgh, PA 15201-1811

With a copy to:

Jason Willis, Solicitor
Allegheny County Health Department
Legal Section
301 39th Street, Building 7
Pittsburgh, PA 15201-1811

19. All correspondence with INEOS concerning this Consent Order shall be addressed

to:

Kara Long, US Sustainability & SHE Manager
INEOS Composites, US LLC
5220 Blazer Parkway
Dublin OH, 43017

With a copy to:

Scot Whyte
INEOS Composites, US LLC
2650 Neville Road
Pittsburgh, PA 15225

20. INEOS shall notify ACHD whenever there is a change in the contact person's name, title or address. Service of any notice or any legal process for any purpose under this Consent Order, including its enforcement, may be made by mailing an original or true and correct copy by first class mail to the above addresses.

21. The paragraphs of this Consent Order are severable, and should any part hereof be declared invalid or unenforceable, the remainder shall remain in full force and effect between the Parties.

22. This Consent Order shall constitute the entire integrated agreement of the parties. No prior or contemporaneous communications or prior drafts shall be relevant or admissible for the purposes of determining the meaning or intent of any provisions herein in any litigation or other proceeding.

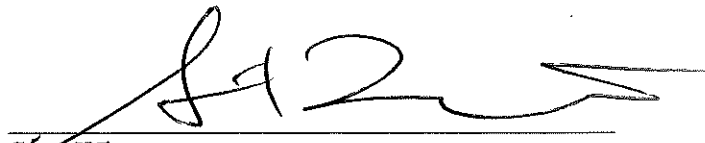
23. The Parties shall bear their respective attorneys' fees, expenses, and other costs with regard to the prosecution or defense of this matter or any related matters arising prior to the execution of this Consent Order.

24. This Consent Order may be modified only by written agreement of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Consent Order to be executed by their duly authorized representatives. The undersigned representatives of INEOS and ACHD certify under penalty of law, as provided by 18 Pa.C.S. § 4909, that he or she is authorized to execute this Consent Order on behalf a party; that INEOS consents to the entry of this Agreement as a final ORDER of the ACHD; and that, except as otherwise provided herein, INEOS hereby knowingly waives its rights to appeal this Consent Order and to challenge its content or validity, which rights may be available under Article XI of the ACHD Rules and Regulations for Hearings and Appeals ("Article XI"), Article XXI, the Pennsylvania Local Agency Law, 2 Pa.C.S. §§ 105, 551-555, or any other applicable provision of law. Signature by the Parties' counsel certifies only that this Consent Order has been signed after consulting with counsel.

FOR INEOS CORPORATION – NEVILLE ISLAND PLANT

Date: 7 17, 2023



Scot Whyte
Plant Manager
