

THE STATE OF NEW HAMPSHIRE

HILLSBOROUGH, SS  
SOUTHERN DISTRICT

SUPERIOR COURT

Docket No. 216-2021-CV-00077

State of New Hampshire,  
Department of Environmental Services

v.

Saint-Gobain Performance Plastics Corporation, Inc.

**CONSENT DECREE**

The Plaintiff, the State of New Hampshire Department of Environmental Services (the “Department”), through its counsel, the Office of the Attorney General (collectively, the “State”), and the Defendant, Saint-Gobain Performance Plastics Corporation, Inc. (“Saint-Gobain”) (collectively, the State and Saint-Gobain are referred to herein as the “Parties”), hereby agree to the terms and conditions set forth in this Consent Decree (the “Decree”), in full settlement of the violations of the Air Pollution Control Act, RSA chapter 125-C, alleged by the State in its Verified Complaint for Preliminary and Permanent Injunctive Relief and Civil Penalties (the “Complaint”) filed in this docket.

**A. INTRODUCTION**

1. Saint-Gobain asserts the following:
  - a. As one of the world’s leading producers of engineered, high-performance polymer products, Saint-Gobain serves virtually every major industry across the globe. There are nearly 200 employees at its facility located at 701 Daniel Webster Highway in Merrimack, New Hampshire plant (the “Facility”), where specialized machinery is used

to coat fabrics with advanced polymer compounds, the performance of which is essential for vital consumer, commercial, and defense applications worldwide.<sup>1</sup>

b. Also at the Facility, Saint-Gobain is manufacturing critical components of products urgently needed to combat and curtail the spread of the COVID-19, including for the production of personal protective and medical equipment (e.g., N95 facemasks) and medical grade vials. As part of “Project Warpspeed”, the Facility also manufactures essential components (e.g., filtration membranes) of equipment used to produce COVID-19 vaccines.

c. Moreover, in response to the global pandemic and to address critical national shortages, Saint-Gobain reconfigured production lines at the Facility to ramp up rapidly production of gowns and masks for front-line health workers. Saint-Gobain has also donated hundreds of thousands of face-shields, isolation gowns, coveralls, and masks.

d. In addition to its support for Project Warpspeed, the Facility does essential work for the United States Department of Defense under the Defense Production Act by manufacturing radomes—custom-built structural, weatherproof enclosures that protect radar antenna. Saint-Gobain-manufactured radomes employ a unique SHEERGARD® technology, which is a function of Saint-Gobain’s proprietary coating. The oversize scale

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<sup>1</sup> Some of the products manufactured and industries served by Saint-Gobain through operation of its Merrimack facility include:

- National Defense: Saint-Gobain manufactures essential products for the United States Department of Defense under the Defense Production Act, such as radomes—custom-built structural, weatherproof enclosures that protect radar antenna.
- Communications: The Facility manufactures a range of products, including components used in internet core routers, and space and land based transmitting and receiving stations, that find application in the 5G communication space.
- Emergency Services: The Facility produces a range of chemical and biological emergency response suits and hoods.
- Food Preparation / Quick Service Restaurants: The products, grill release sheets and toaster belts, supplied by Saint-Gobain are consumed in cooking meat and poultry and the toasting of all bread products.

of the machinery at the Facility is Saint-Gobain's only machinery capable of manufacturing radomes and is among the small number of manufacturers in the United States uniquely capable of doing so. In 2020, the Facility produced seven ground-based radomes and related products for radar systems built by U.S. Government contractors and installed at the direction of the Pentagon. In 2021, the Facility is currently under contract to build 18 more ground-based radomes. And, despite public health restrictions, the Facility has remained operational at all times during the COVID-19 pandemic because its fulfillment of defense contracts is deemed essential.

2. In light of the foregoing assertions, Saint-Gobain's operations have been shown to serve a public good.

3. This suit involves a State enforcement action related to air emissions of Perfluorooctanoic Acid ("PFOA") and Perfluorooctane Sulfonic Acid ("PFOS") (collectively the "PFCs") from Saint-Gobain's Facility that the State alleges may cause or contribute to exceedances of the State's Ambient Groundwater Quality Standards ("AGQS"), as defined in Env-Or 602.02, and the State's determination that Saint-Gobain is required to install a BACT emission control, namely a regenerative thermal oxidizer ("RTO") at the Facility, and Saint-Gobain's related alleged non-compliance with RSA 125-C:10-e and Temporary Permit No. TP-0256 ("Temporary Permit"), Section III and Section V, Table 5, Item 5(a).

4. Saint-Gobain asserts that the RTO will be the first of its kind designed specifically to treat an air stream with such low PFC concentrations associated with fabric coating operations; the unit has been custom designed for this application and will have three chambers with an active combustion chamber designed to maintain a minimum temperature of 1832 degrees Fahrenheit and a minimum gas residence time of 1 second. According to the Permit, this

is intended to control emissions of two PFCs which, combined, the Facility, pre-control, emits at a rate of less than 13 ounces (or 0.80 pounds) per year. The addition of this emission control device is a significant and complicated project.

5. Saint-Gobain further asserts that it has engaged in this permitted RTO project in full cooperation with the State, and has kept the State advised of its progress toward implementation of the new use of this technology under the Temporary Permit, and impediments likely to arise or that have arisen, to meeting the 12-month time-line for construction and installation.

6. In the Temporary Permit, the Department concluded that maximum annual controlled PFC emission limits of less than or equal to 0.45 lbs/yr PFOA and 0.57 lbs/yr PFOS, will ensure that the Facility will not cause or contribute to an exceedance of an AGQS or SWQS. Temporary Permit Section V, Table 5, Item 5(f). *See also* Findings of Fact and Director's Decision, at 16 (Feb. 11, 2020) (noting the controlled emission rate of 0.45 PFOA and 0.57 PFOS needed for air emissions to ensure air emissions do not cause or contribute to an ambient groundwater quality exceedance). Saint-Gobain asserts, as more fully described herein, that it has been complying and will comply with these maximum annual controlled PFC emission limits.

7. Saint-Gobain asserts that prior to, and following February 11, 2021, the Facility has operated, and will continue to operate in accordance with the Temporary Permit limits for PFOA and PFOS.

8. Saint-Gobain further asserts that the Facility's emissions of PFOA may have been overstated by as much as a factor of four due to a misinterpretation of certain laboratory analyses.

9. RSA 125-C:10-e, II permits a source subject to RSA 125-C:10-e to continue operation through the permitting, construction, and installation period.

10. To the extent there has been or will be compliance issues with the Temporary Permit, the Department retains complete enforcement authority to regulate the facilities' air emissions pursuant to RSA 125-C:10-e, II and RSA 125-C:15. In accordance with the Department's enforcement authority in RSA 125-C:15, the Parties have agreed to the following conditions herein.

11. There has been no trial or merits hearing on any issue of fact or law in this matter and no judicial determination of liability. Instead, the State and Saint-Gobain, wishing to avoid the expense of litigation and to continue to work cooperatively in resolving these issues, agree that settlement of these matters is in the public interest, and that entry of this Decree without further litigation, and without any admission of facts or law is an appropriate way to resolve the dispute, and the Parties consent to the entry of this Decree as an Order of the Court.

NOW THEREFORE, it is ORDERED, ADJUDGED and DECREED as follows:

**B. JURISDICTION AND VENUE**

12. This Court has jurisdiction over this matter pursuant to RSA 491:7 and RSA 125-C:15, II. Venue is proper in this Court because the property where the alleged violations occurred is located in the Town of Merrimack, Hillsborough County, New Hampshire, which is in the Southern Judicial District.

13. For purposes of this Decree and the underlying Complaint, including any further action to enforce the terms of this Decree, Saint-Gobain waives any and all objections it may have to the Court's subject matter or personal jurisdiction.

**C. SAINT-GOBAIN'S OBLIGATIONS**

**i. RTO Construction and Installation Schedule**

14. Saint-Gobain will complete the requirements in the Temporary Permit related to construction and installation of the RTO by July 30, 2021. If such construction and installation is delayed beyond July 30, 2021, due to unreasonable delays of third parties, Saint-Gobain may request an extension in writing from the State. In addition, Saint-Gobain may seek such an extension from the State if there has been a delay of two weeks or more from March 13, 2021, for receipt of the duct work approval from the Town of Merrimack. Saint-Gobain may also seek an extension if there has been any failure of any third party to issue any other necessary approval related to the RTO project within 5 days of the submission of an objectively complete application for such approval. The State shall not unreasonably deny approval of any such extension requests. If Saint-Gobain demonstrates that the State has unreasonably denied any extension request made pursuant to this paragraph or has unreasonably delayed responding to such a request, Saint-Gobain may seek relief from the Court. The Court may grant whatever relief it deems just and equitable.

15. In addition to the foregoing, Saint-Gobain shall make in good faith all commercially reasonable efforts to execute the RTO project as soon as practically possible, provided there are no unreasonably withheld authorizations or approvals from the Town.

16. Saint-Gobain shall provide the Department with monthly RTO project status updates and shall provide notice to the Department when construction and installation of the RTO is completed.

ii. Interim Period Operating Conditions

17. During the period between the effective date of this Decree and the Completion of Installation (the “Interim Period”), the Facility shall continue to operate, but Saint-Gobain shall implement operational changes that shall reduce emissions of regulated PFASs (the “Emission Reduction”) on a monthly average basis, to comply with the limits—the annual “cause or contribute standard”—set forth in the Permit (0.45 pounds per year (lb/yr) = 0.0375 pounds per month (lb/month) for PFOA; 0.57 lb/yr = 0.0475 lb/month for PFOS).

18. To achieve the Emission Reduction during the Interim Period, which the parties expect to last approximately four to five months depending on the Town’s issuance of its Approvals, Saint-Gobain shall achieve at least a 433 total reduction in operating hours for each monthly period from the 5-year average (2014 to 2018) operating hours contained in Saint-Gobain’s Application for a Temporary Permit. Monthly reductions in operations will be measured during each calendar month.

19. The Emission Reduction shall be no less than a 42% reduction in PFOA emissions from 2018 calculated emission rates contained in Saint-Gobain’s Temporary Permit Application. Saint-Gobain is not required to make any operational changes to further reduce PFOS emissions.

20. Notwithstanding the foregoing, Saint-Gobain shall retain sole discretion in selecting and identifying which coating towers at the Facility will run on reduced hours (to allow Saint-Gobain to maintain operational flexibility to meet critical customer and contract needs, including but not limited to those contracts that relate to Department of Defense), so long as collectively PFOA emissions are reduced by 42% from calculated 2018 emission rates as contained in Saint-Gobain’s Temporary Permit Application, on a monthly average over the

Interim Period. The PFOA reduction requirement shall in no way limit Saint-Gobain's operational flexibility, so long as Saint-Gobain meets the 42% reduction in PFOA emissions and hours reduction as described herein.

21. All emission reductions shall be calculated using the information and assumptions contained in the permit application that were the basis of the terms contained within the Temporary Permit. Any possible miscalculation in these assumptions will not serve to relieve Saint-Gobain of the need to meet this reduction or increase its obligation to meet this reduction.

22. Compliance with the 0.45 lbs/yr PFOA and 0.57 lbs/yr PFOS emission limits, and the terms of the Consent Decree during this Interim Period, assures that Saint-Gobain will not cause or contribute to an exceedance of an AGQS or SWQS.

23. Saint-Gobain shall track the operating hours for each coating tower at the Facility.

24. Saint-Gobain shall file a report within ten (10) business days of the close of each month and report to the Department the monthly average of operating hours of each of the coating towers during the previous monthly period (the "Monthly Emission Reduction Report").

25. The Monthly Emission Reduction Report shall also demonstrate compliance with the PFOA Emission Reduction for that period.

iii. Stack Testing

26. Pursuant to Saint-Gobain's Temporary Permit, TP-0256, Section V, Table 6, Items 14 and 15(a), Saint-Gobain shall perform an initial RTO Stack Test within 60 days of startup of the RTO, and provide the Department a pre-test protocol at least 30 days prior to the commencement of testing. Consistent with the customary Stack Test requirements in the Temporary Permit, pursuant to this Decree, Saint-Gobain shall conduct the RTO Stack Test:

- a. In accordance with those Stack Testing Methods identified by the Department, which shall generally be consistent with available State and federal guidance (e.g., USEPA Other Test Method 45, modified Method 18 using SW-846 Method 0010 train, or other USEPA methods should they become available for stack testing PFAS air emissions or destruction efficiencies);
- b. To assess and report on those PFAS analytes identified by the Department, which shall be consistent with PFAS analytes generally reported by commercial analytical laboratories using analytical modified method 537.1;
- c. To take inlet and outlet measurements for the targeted PFAS analytes identified by the Department in an effort to determine destruction efficiency; and
- d. During operating conditions that will represent reasonable possible Facility operating conditions.

27. Stack testing frequency will be consistent with current Temporary Permit requirements. Saint-Gobain does not waive, and reserves the right to engage the Department in any future permitting process relative to the stack testing methods, PFAS analytes to report, and operational conditions during initial and subsequent stack testing that may be contained in a future permit. The State reserves the right to propose the same or similar requirements stack testing requirements in Section C.iii. in any subsequent State Permit to Operate if otherwise allowed by applicable laws and rules.

iv. Material Balance

28. Within 30 days of execution of this Decree, Saint-Gobain will (a) make all reasonable efforts to obtain information about total organic fluoride (“TOF”) content from its suppliers of current raw materials used in the fabric coating processes (i.e., dispersions and

surfactants); and/or (b) investigate the feasibility and time required to analyze each aforementioned raw material using current laboratory methods generally available in United States commercial laboratories or developed by USEPA, if available and as applicable for TOF. If Saint-Gobain reasonably determines that raw material suppliers cannot provide this information or the commercial laboratories cannot feasibly and reliably perform these analyses of TOF content, Saint-Gobain will obtain PFAS content contained in the current raw materials used in its fabric coating processes (i.e., dispersions and surfactants) using modified Method 537.1 analysis. The list of PFAS analytes will be consistent with those generally reported by commercial analytical laboratories. For those PFAS analytes for which the analysis indicates the concentration is non-detect, Saint-Gobain will complete this material balance using the typical detection limits one might expect to see reported by a commercial laboratory as determined during the analysis.

29. Within 45 days of Saint-Gobain's receipt of TOF data for each raw material currently used in Facility operations (i.e., current raw materials used in its fabric coating processes (i.e., dispersions and surfactants)), or Saint-Gobain's determination to use PFAS content from modified Method 537.1 analysis of raw materials, Saint-Gobain will complete a material balance to determine worst case potential Hydrogen Fluoride ("HF") emissions (using maximum hourly application rates of the highest PFAS and/or TOF content of coatings on each tower, assuming 24-hr/day and 365-day/yr. operation and 100% conversion of PFAS or TOF to HF in the RTO) and report the results of the material balance to the State, including the supporting documentation, including but not limited to: a list of current raw materials, PFAS and/or TOF content in each raw material, maximum hourly application rates of coatings on each

tower, monthly hours of operation of each tower and usage amounts of each raw material and/or coating since February 2020.

30. Pursuant to Saint-Gobain's Temporary Permit, TP-0256 Section III, Table 8, Item 5, Saint-Gobain shall revise and submit an Env-A 1400 compliance demonstration and an alternative air dispersion model for HF emissions based on the material balance results. Notwithstanding the timeframes stated above, Saint-Gobain shall ensure that the steps in Paragraphs 28–29 described above are completed prior to June 30, 2021.

31. If this compliance demonstration and alternative air dispersion model show that HF emissions would exceed the ambient air limits (AALs) for HF (1.5 ug/m<sup>3</sup> 24-hour limit; 0.98 ug/m<sup>3</sup> annual limit), Saint-Gobain shall take steps to comply with Env-A 1400 for RTAP emissions upon start-up of the RTO until such time that a post-RTO installation stack test demonstrates actual HF emissions below the AALs, at which time any obligation to implement compliance steps based on the mass balance will terminate.

32. If necessary, Saint-Gobain will submit a compliance plan and schedule which outlines a short- and long-term course of action to ensure compliance with Env-A 1400 HF AALs.

33. To the extent any compliance steps may be required based on the mass balance results, Saint-Gobain retains, in its sole discretion, the ability and right to select which additional steps the Facility will take, as needed, to demonstrate and maintain compliance consistent with applicable laws and rules.

v. Rainwater Study

34. Within 30 days after settlement, Saint-Gobain shall submit to NHDES for review and approval, which shall not be unreasonably withheld, a rainwater study proposal that shall

include the sample collection process including but not limited to methodology and location of the sampling events. Following a review of publically available meteorological data, Saint-Gobain will propose 2 off property locations, subject to NHDES review and approval. The on property location shall be in an area consistent with the receptor of highest deposition rate as determined in the PFAS deposition model conducted by NHDES in support of the permit TP-0256. Saint-Gobain will implement the sample collection process in accordance with the NHDES approval. Rainwater samples will be collected at 3 locations and submitted for laboratory analysis for PFAS. Saint-Gobain shall attempt to conduct monthly but no less frequently than quarterly (depending on rainfall) sampling events within 1 year of settlement. The PFAS analytes to report will be consistent with those generally reported by commercial analytical laboratories. Laboratory analytical reports, a narrative describing the sample collection process and summary of results will be submitted to NHDES within 30 days of receipt of the laboratory reports. The PFAS analytes to report will be consistent with those generally reported by commercial analytical laboratories using analytical modified method 537.1. The requirements of this paragraph shall be completed by June 30, 2022.

#### **D. PENALTY**

35. In complete settlement and resolution of the claim for a penalty in the Complaint, Saint-Gobain agrees to pay to the State two hundred thousand dollars (\$200,000.00), one hundred thousand (\$100,000.00) of which will be suspended if Saint-Gobain complies with the terms and conditions of this Decree, to be remitted to the State pursuant to Paragraph 36 and subject to the conditions subsequent set forth in Paragraph 37 below.

36. Any payment under Paragraph 35 above, shall be made by wire transfer in the manner to be described by the State or by company check payable to “Treasurer, State of New

Hampshire” and shall be mailed or delivered to undersigned counsel for the State at 33 Capitol Street, Concord, New Hampshire, 03301.

37. Pursuant to Paragraphs 35–36, Saint-Gobain shall complete payment of the unsuspended \$100,000.00 not later than 30 days after this Decree is entered as an Order of the Court. If Saint-Gobain fails to fully comply with the obligations of this Decree, the suspended \$100,000.00 portion of this payment may be brought forward and imposed subject to Saint-Gobain’s right to review by the Court.

#### **E. MODIFICATIONS**

38. The Parties may agree in writing without Court approval to non-material modifications of this Decree.

39. This Decree contains the entire agreement of the Parties. Any material modifications or amendments hereto, including as to any portion of the requirements for performance specified herein, must be agreed to in writing by both Parties and approved by an order of the Court.

#### **F. OTHER TERMS AND CONDITIONS**

40. Neither this Decree, nor terms thereof, nor performance of the terms thereunder by Saint-Gobain shall constitute or be construed as an admission or acknowledgment by Saint-Gobain of the factual or legal assertions contained in this Decree or in the Complaint. Saint-Gobain retains the right to controvert in any subsequent proceedings, other than proceedings for the purpose of implementing or enforcing this Decree, the validity of the facts or determinations contained in this Decree or the Complaint. Neither this Decree, nor terms thereof, nor performance of the terms thereunder, shall constitute a waiver of any defenses or be construed as an admission or acknowledgment by Saint-Gobain of any liability, or an admission of violation

of any law, by Saint-Gobain or by its/his officers, directors, employees, agents, successors, or assigns.

41. This Decree and all obligations assumed hereunder shall apply to and be binding upon Saint-Gobain, its successors and assigns. Actions or inactions of Saint-Gobain's officers, directors, contractors, agents, employees, subsidiaries, or firms acting under or for Saint-Gobain, involved in the implementation of this Decree, shall be considered actions or inactions of Saint-Gobain.

42. Saint-Gobain shall not be deemed in default for any delay in completing the installation within the time period set forth herein, including in the date of Completion of Installation, that is caused by, or results directly or indirectly from, an event that is beyond the reasonable control of Saint-Gobain (force majeure event), provided Saint-Gobain complies with the provisions of this Paragraph. Such force majeure events include, but are not limited to, the following: acts of God, enemy or hostile governmental action, or civil commotion; strikes, lockouts, or other labor disputes; fires or other casualties; judicial orders, or governmental (including municipal) controls, regulations or restrictions; subject to Paragraphs 20 to 21, *supra*, inability to obtain timely required approvals to construct or other permits; inability to obtain timely necessary labor or materials or to conduct work due to the coronavirus pandemic; delay in the delivery of equipment that is not attributable in any manner to Saint-Gobain's action or inaction; and delivery of damaged or off-specification equipment, all through no fault of Saint-Gobain. Financial hardship to Saint-Gobain, by itself, shall not be considered a force majeure event. To avoid a determination of default, Saint-Gobain must notify the State of the force majeure event within fifteen (15) calendar days of its discovery or notification to Saint-Gobain of the force majeure event, and Saint-Gobain must demonstrate that it has taken or is taking all

reasonable action to mitigate any adverse consequences resulting from the delay to perform. Delays that are due to Saint-Gobain's own actions or inactions are not deemed force majeure events.

43. The State reserves any and all legal and equitable remedies, sanctions and penalties that might be available to enforce the provisions of this Decree against Saint-Gobain for failure to comply with the terms herein.

44. The Parties acknowledge that, subject to this Decree, Saint-Gobain and its successors and assigns have a continuing obligation to remain in compliance with RSA chapter 125-C and all other applicable federal and State laws, rules and permits relating to its Facility. This Decree resolves the claims of the State for the violations alleged in the Complaint filed in this action through the date of lodging of this Decree. The State reserves the right to bring an administrative, civil, and/or criminal enforcement action for any violation of the State's air pollution and control statutes, rules and permits or other violation based on facts occurring or arising after the effective date of this Decree or that the State could not have alleged on the basis of the specific, material facts in the Complaint. This reservation of rights includes, but is not limited to, violations that occur in connection with the terms of this Decree.

45. If the payment set forth in Paragraphs 35–37 of this Decree is not made in accordance with the schedule set forth therein, then, this Decree shall be considered an enforceable judgment for purposes of post-judgment collection statutes, court rules and other applicable authorities.

46. Upon approval and entry of this Decree, the Decree shall constitute a final judgment under State and federal law, and in any proceeding under Title 11 of the United States

Code, the payment set forth in Paragraphs 35–37 shall constitute an allowed claim with the priority specified in 11 U.S.C. § 726(a)(2).

47. The penalty imposed herein shall not be tax deductible.

48. It is the intention of the Parties that this Decree be entered and enforced as an Order of the Court, subject to all the power of the Court at law and equity.

49. Saint-Gobain hereby waives any objections to jurisdiction or service of process if such remedy, under Paragraph 48, is sought by the State.

50. The State's failure to enforce any provision of this Decree after any breach or default shall not be deemed a waiver of its rights with regard to that breach or default, nor shall such failure be construed as a waiver of its right to enforce each and all of the provisions of this Decree upon any further breach or default.

51. The effective date of this Decree shall be the date upon which it is signed by the parties.

52. This Decree shall be construed in accordance with the laws of the State of New Hampshire.

53. The Court shall retain jurisdiction to enforce, the terms and conditions of this Decree, to make modifications necessary to effectuate compliance with the Decree, and to resolve all disputes arising hereunder as may be necessary or appropriate for the construction, execution and implementation of this Decree and shall reopen the case upon motion by either party for enforcement of its terms.

54. Each party shall bear its own costs and attorneys' fees.

**G. FORM OF NOTICE**

55. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Decree, or submitted pursuant to this Decree, they shall be made in writing to the following respective addresses below. Any Party may, by written notice to the other Parties, change its designated notice recipient, address, or means of notice (including the substitution of electronic notice via email instead of notice via mail). Notices submitted pursuant to this Section shall be deemed submitted upon mailing, unless otherwise provided in this Decree or by written agreement of the Parties.

As to the New Hampshire Attorney General's Office:

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As to the Saint-Gobain:

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#### **H. TERMINATION OF THE DECREE**

56. Saint-Gobain's obligations under Paragraphs 14 to 25 shall terminate once construction and installation of the RTO is complete.

57. Saint-Gobain's obligations under Paragraphs 26 to 27 shall terminate once the required stack testing is completed pursuant to Paragraph 26.

58. Saint-Gobain's obligations under Paragraphs 28 to 33 shall terminate once the requirements pertaining to the material balance are complete pursuant to Paragraphs 28 to 33.

59. Saint-Gobain's obligations under Paragraphs 34 shall terminate once the Rainwater Study is complete pursuant to Paragraph 34.

60. Upon certification of compliance with the requirements of this Decree, the case shall be considered closed.

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Respectfully submitted,

**THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ENVIRONMENTAL  
SERVICES**

**By its attorney,**

**OFFICE OF THE NEW HAMPSHIRE  
ATTORNEY GENERAL**

March 19, 2021

Date

/s/ K. Allen Brooks

K. Allen Brooks (N.H. Bar # 16424)

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Senior Assistant Attorney General

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**SAINT-GOBAIN PERFORMANCE  
PLASTICS CORPORATION, INC.**

*Marc Aerts*

March 19, 2021

Date

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**COUNSEL FOR  
SAINT-GOBAIN PERFORMANCE  
PLASTICS CORPORATION, INC.**



March 19, 2021

Date

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The Court finds that this Decree is a reasonable and fair settlement and adequately protects the public interest in accordance with the Air Pollution and Control Act, RSA chapter 125-C.

Dated and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

SO ORDERED.

By: \_\_\_\_\_  
Presiding Justice of the Superior Court