

**ALLEGHENY COUNTY HEALTH DEPARTMENT
AIR QUALITY PROGRAM**

In the Matter of: Servsteel Inc.
 214 Westbridge Drive
 Morgan, PA 15064

CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement (“Consent Agreement”) is entered into effective this 24th day of Feb., 2022 (“Effective Date”), by and between the Allegheny County Health Department and Servsteel, Inc. (hereinafter referred to as “Servsteel”).

RECITALS

WHEREAS, the Allegheny County Health Department has found and determined the following:

1. The Director of the Allegheny County Health Department (“ACHD”) has been delegated authority pursuant to the federal Clean Air Act (CAA), 42 U.S.C. §§ 7401 et seq., and the Pennsylvania Air Pollution Control Act (APCA), 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 (hereinafter “Article XXI”).

2. Servsteel owns and operates a refractory materials manufacturing facility in Allegheny County, Pennsylvania. The facility is physically located at 214 Westbridge Drive, Morgan, Allegheny County, Pennsylvania.

3. Servsteel owns and operates a tar impregnation process by which petroleum tar pitch is impregnated into refractory to improve resistance to penetration by gases, liquids, and other materials encountered by the refractory under service conditions.

4. The tar impregnation process consists of an autoclave, a pitch melting tank, a boiler which keeps pitch molten in the pitch melting tank, baskets which convey the refractory material to, are placed in, and removed from the autoclave, and a machine that places covers on the baskets containing the impregnated refractory.

5. On August 14, 2017, the ACHD issued Notice of Violation (NOV) #170802 to Servsteel for odor emissions observed on July 26, 2017 in violation of Article XXI, § 2104.04 (“Odors Emissions”). The odor observation on this date was in response to complaints received earlier that week.

6. Following issuance of NOV #170802, ACHD continued to conduct observations from the neighborhood around the Servsteel site to assess odors and visible emissions.

Specifically,

a. On August 31, 2017 from 6:59 PM to 7:42 PM, an ACHD inspector standing across the creek (Miller’s Run) overlooking the back of the Servsteel site, observed visible emissions from the Servsteel facility, with 33 readings equaling or exceeding 20% opacity.

b. On October 31, 2017 from 9:30 AM to 10:00 AM, an ACHD inspector observed a constant odor of burning tar from the Servsteel facility at the Morgan Park baseball field.

7. On November 14 and November 17, 2017, ACHD inspectors visited Servsteel to observe tar impregnation operations. During the November 17 visit, the inspectors observed a

basket containing impregnated refractory removed from the autoclave, covered, and removed from the autoclave room. A thick cloud of white fume was released into the autoclave room upon opening the autoclave. This cloud slowly spread throughout the building and escaped into the atmosphere through open windows and doorways, at the roofline, and through the exhaust stack of the Wisconsin afterburner, to which fumes from the autoclave was being ducted at that time.

8. On December 19, 2017, the ACHD issued Notice of Violation #171204. This NOV incorporated NOV #170802 and added the following additional violations:

a. **§2108.01.c – Breakdowns**

Failure to report the non-operational condition of the Wisconsin Afterburner on November 14, 2017 in a timely manner (note: NOV #170802 incorrectly stated “autoclave”). The Wisconsin Afterburner is listed in Operating Permit #0297 as the control device for the coking oven but was repurposed in 2012 to control emissions from the autoclave.

b. **Operating Permit #0297 Condition V.C.1.a.(4) and §2102.4.b.6**

Visible emissions from the Wisconsin Afterburner stack exceeding 20% opacity (November 17, 2017 on-site observation).

c. **Operating Permit #0297 Condition IV.16 and §2105.49**

Failure to operate the afterburner during all phases of the autoclave operation where there is potential for emissions, but especially during removal of the basket containing hot tar-impregnated product.

9. On March 26, 2018, the ACHD met with Servsteel to discuss NOV #171204 and corrective action. While no final decision was made on the exact system to be used, Servsteel and the Department agreed that Servsteel would install a new thermal oxidizer in the location of the existing drying oven alongside the autoclave and a hood over the process area to collect emissions. This hood would extend to collect emissions from covered baskets containing still hot impregnated refractory. In addition, Servsteel proposed to wall off the autoclave and pitch tank, implement measures to reduce the time from opening the autoclave to covering the basket to 10 minutes from the then-current ~ 20 minutes, and install a filter to collect particulate prior to ducting the exhaust.

10. On August 13, 2018, Servsteel submitted an Installation Permit application to install a thermal oxidizer to control air pollution from the tar impregnation process.

11. On June 6, 2019, the ACHD issued Installation Permit No. 0297-I003 ("IP-003") for the installation of the thermal oxidizer.

12. IP-003 established the following emission limits:

TABLE V-A-1: Thermal Oxidizer TO-001 Emission Limitations

POLLUTANT	HOURLY EMISSION LIMIT (lb/hr)	ANNUAL EMISSION LIMIT (tons/year)**
Particulate Matter	0.08	0.35
Particulate Matter <10µm (PM ₁₀)	0.08	0.35
Particulate Matter <2.5µm (PM _{2.5})	0.08	0.35
Nitrogen Oxides (NO _x)	0.56	2.4
Sulfur Oxides (SO _x)	0.007	0.03
Carbon Monoxide (CO)	1.0	4.1
Volatile Organic Compounds (VOCs)	0.35	1.53
Hazardous Air Pollutants (HAPs)	0.02	0.1

13. IP-003 established a minimum VOC destruction efficiency of 98% by weight.

14. On January 8, 2020, ACHD inspectors observed the thermal oxidizer in operation, controlling emissions from the tar impregnation process. Servsteel informed the inspectors

during this inspection that the thermal oxidizer had been placed into operation for the first time the same day.

15. On March 24, 2020, Servsteel attempted to perform a stack test of the thermal oxidizer to demonstrate compliance with the emission limitations and destruction efficiency requirement. ACHD personnel were present during this test. Due to operational difficulties, the test was aborted after a single run.

16. On April 20, 2021, Servsteel conducted a second test of the thermal oxidizer stack. This test was also witnessed by ACHD personnel. The test date was more than 120 days after first placing the thermal oxidizer into operation on January 8, 2020. **This is in violation of Article XXI, §2108.02.a, which states,** "No later than 60 days after achieving full production or 120 days after startup, whichever is earlier, the person responsible for any new, modified, reconstructed or reactivated source for which a permit is required by Part B of this Article shall conduct, or cause to be conducted, such emissions tests as are specified by the Department to demonstrate compliance with all applicable requirements of this Article and shall submit the results of such tests to the Department in writing."

17. On May 27, 2021, Servsteel submitted a report for the April 20, 2021 stack test.

18. **The test report showed that the Thermal Oxidizer was out of compliance with the following conditions of IP-003:**

- a. Short-term emission limits for NO_x, total particulate, PM₁₀, PM_{2.5}, and SO₂.
- b. Destruction efficiency requirement for VOC.

19. The test report showed inlet VOC emissions of 0.08 lb/hr, less than 25% of the limit of 0.35 lb/hr.

20. The test report showed NO_x emissions of 1.6 lb/hr, more than twice the limit of 0.56 lb/hr.

21. The test report showed inlet total particulate emissions of 0.11 lb/hr and outlet total particulate emissions of 0.13 lb/hr.

22. The test results, taken in aggregate, demonstrate that the thermal oxidizer generates more combustion emissions of NO_x and particulate than it destroys of VOC and particulate from the tar impregnation process.

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

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

NOW, THEREFORE, without any final determination or admission of fact or law, intending to be legally bound hereby, and with the consent of the Parties, it is hereby

ADJUDGED, ORDERED, and DECREED as follows:

I. CORRECTIVE ACTION

A. No later than thirty (30) days from the Effective Date of this Consent Agreement, Servsteel shall submit notification of the start of a trial during which the tar impregnation process shall operate with the existing ductwork and filters in place and the induced-draft fan operating, but with the burners not operating. Servsteel shall submit this request at least 14 days and no more than 30 days prior to the first date of the trial period. The trial period shall last for at least 14 days and no more than 30 days unless extended by the ACHD. These deadline dates shall not apply if Servsteel does not operate the tar impregnation process or the thermal oxidizer after the thirtieth (30th) date from the Effective Date of this Consent Agreement but shall apply upon restart of the tar impregnation process or thermal oxidizer. Servsteel shall notify the Department prior to shutting down the process and thermal oxidizer for longer than normal downtime.

B. During the trial period, Servsteel shall operate according to the following work practices:

- a. The autoclave room shall remain closed while visible fume is present in the room.
- b. There shall be no vehicle or basket travel in or out of the room while visible fume is present in the room
- c. Human entry/exit from the room while visible fume is present in the room is acceptable provided that the door to the autoclave room returns to the closed position immediately following such entry/exit so that negative pressure in the autoclave room is maintained.
- d. There shall be no openings higher than 6 feet while the tar impregnation process is operating. The existing openings at face level are acceptable as buoyancy will carry emissions above these openings.
- e. Servsteel shall install a permanent manometer and record differential pressure inside and outside the autoclave room for each autoclave cycle:
 - i. Before opening the autoclave,
 - ii. After the fume has cleared from the autoclave room through the vent to the thermal oxidizer, and
 - iii. Any time fume is observed leaving the autoclave room except through the vent to the thermal oxidizer.
- f. The induced-draft fan for the thermal oxidizer shall operate during each entire tar impregnation cycle.

- g. The ceramic filter and pre-filter shall be cleaned as needed to remove built-up material. Servsteel shall record each filter cleaning.
- h. The disposable fiber filters shall be cleaned or replaced as needed. Servsteel shall record each instance when the filters are cleaned or replaced.
- i. Servsteel shall monitor the thermal oxidizer stack, roofline, and any openings outside the autoclave room each cycle while removing the basket from the autoclave, while fume is present in the room and until the room is clear of fume, to ensure that visible emissions are not leaving the building. Servsteel shall record the results of such monitoring.
- j. Servsteel shall record the differential pressure across the filters before and after the filters are cleaned or replaced.

C. The ACHD shall inspect the tar impregnation operation without the thermal oxidizer operating and shall specifically inspect the part of the process where the autoclave is opened and the basket containing refractory materials is removed from the autoclave, to verify that visible emissions and/or odors are not occurring due to operating without the Thermal Oxidizer.

D. The ACHD shall determine whether Servsteel has successfully operated the tar impregnation process according to the work practices in Paragraph I.B. of this Consent Agreement without generating visible emissions or odors and shall provide this determination to Servsteel in writing.

E. The ACHD may, at its discretion, extend the trial period for any length if it determines that Servsteel has successfully operated the tar impregnation process without the

Thermal Oxidizer and without generating visible emissions or odors. The ACHD shall provide notification to Servsteel of such extension in writing.

F. If the Department determines under Paragraph I.D. that the tar impregnation process was successfully operated without the Thermal Oxidizer, Servsteel shall submit to the ACHD within thirty (30) days after receipt of the determination a complete application for an installation permit amendment for the tar impregnation process, which shall incorporate the work practices in Paragraphs I.B of this Consent Agreement.

G. If the Department determines under Paragraph I.D. that the tar impregnation process was not successfully operated without the Thermal Oxidizer, Servsteel shall submit to the ACHD within thirty (30) days after receipt of the determination an alternative compliance plan for controlling visible emissions and odors from the tar impregnation process.

H. The denial of, issuance of, or action or non-action by ACHD with regard to any installation permit required by Paragraph I.F, above, for the tar impregnation process will not be subject to dispute resolution under Section VII (Dispute Resolution) of the Consent Agreement. However, Servsteel shall have the right to appeal any such ACHD permitting action as provided under Article XXI, Section 2102.03.h.

II. COMPLIANCE WITH APPLICABLE LAWS

A. All activities undertaken by Servsteel pursuant to this Consent Agreement shall be performed in accordance with the requirements of all applicable federal, state, and local environmental laws, permits, and regulations. This Consent Agreement shall not be construed to relieve Servsteel of any obligation to comply with all applicable federal, state, and local environmental regulations, statutes, and laws, including but not limited to the CAA, the APCA, and Article XXI, as now in effect or as hereafter approved.

B. Servsteel shall be responsible for obtaining all federal, state, and local permits which are necessary for the performance of any corrective action required pursuant to Section I (Corrective Action) of this Consent Agreement. This Consent Agreement shall not be construed as a determination of any issue related to any federal, state, or local permit. Where performance of any portion of any Corrective Action herein requires a federal, state, or local permit or approval, Servsteel shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. Whether or not Force Majeure applies is subject to Dispute Resolution in accordance with Section VII (Dispute Resolution).

III. CIVIL PENALTY

A. Servsteel consents to the assessment of a civil penalty of \$3,600 in full settlement of all civil liability for the violations identified in the NOV against Servsteel dated July 29, 2021, and in Paragraphs 16, 18, 20, and 21 of this Consent Agreement.

B. Servsteel shall pay the assessed civil penalty within thirty (30) Calendar Days of the Effective Date by corporate check, or the like, made payable to the "Allegheny County Clean Air Fund," and sent to the Program Manager, Air Quality Program, Allegheny County Health Department, 301 39th Street, Bldg. No. 7, Pittsburgh, Pennsylvania 15201.

C. Upon receipt of the Civil Penalty and any Stipulated Penalties due under Paragraph IV.A, and the completion by Servsteel of all conditions described in Paragraphs I.A through G, the ACHD hereby releases and forever discharges Servsteel from civil liability for the violations identified in the NOVs against Servsteel dated April 29, 2021, and in Paragraphs 16, 18, 20, and 21 of this Consent Agreement.

D. Nothing in this Consent Agreement is intended to operate in any way to resolve any other civil claims against Servsteel or to limit the authority of the ACHD with respect to

violations that may have occurred prior to the Effective Date of this Consent Agreement that are not intended to be the subject of resolution hereunder. This Consent Agreement may not be construed to prevent or limit the rights of the ACHD to obtain penalties or injunctive relief under the Clean Air Act, Article XXI, or under other federal or state laws, regulations, or permit conditions for matters not covered by this Consent Agreement.

IV. STIPULATED PENALTIES

A. Should Servsteel fail to meet any deadlines detailed in Paragraphs I.A., I.F., and I.G. above, Servsteel shall be liable for a stipulated penalty of:

- (1) \$100/day for days 1-10;
- (2) \$150/day for days 11-20; and
- (3) \$200/day for days 21 and above.

B. Stipulated penalties under this Section shall begin to accrue on the day after performance is due 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 Agreement.

C. All stipulated penalties incurred under this Consent Agreement will be due no later than thirty (30) days after receipt of written demand from the ACHD. Stipulated penalties shall be paid by corporate check, or the like, made payable to the "Allegheny County Clean Air Fund," and sent to the Program Manager, Air Quality Program, Allegheny County Health Department, 301 39th Street, Bldg. No. 7, Pittsburgh, Pennsylvania 15201.

D. In the event that Servsteel initiates a Dispute Resolution pursuant to the procedures set forth under Section VII to dispute any stipulated penalties assessed by the ACHD under Paragraphs IV.A and IV.B, Servsteel shall either forward the stipulated penalty amount to

the ACHD for placement in an escrow account or post an appeal bond to the ACHD in the amount of the penalty as provided under Article XXI, §§ 2109.06.a.2-3.

E. Stipulated penalties shall continue to accrue during any Dispute Resolution.

V. INTEREST AND LATE PAYMENT PENALTY

A. If Servsteel fails to make a timely payment to the ACHD of the civil penalty set forth in Paragraph III.A, above, Servsteel shall be liable to the ACHD for interest on the late payment and shall pay a stipulated penalty of \$100 per day for each day that the payment is late.

B. If Servsteel fails to make a timely payment to the ACHD of the stipulated penalties set forth in Paragraph IV.A, above, Servsteel shall be liable to the ACHD for interest on the late payment and shall pay a stipulated penalty of \$100 per day for each day that the payment is late.

VI. FORCE MAJEURE

A. For the purpose of this Consent Agreement, "Force Majeure" as applied to Servsteel or to any person or entity controlled by Servsteel, is defined as any event arising from circumstances or causes beyond the control of Servsteel, or any person or entity controlled by Servsteel, including, but not limited to, its officers, directors, employees, agents, representatives, contractors, subcontractors, or consultants, that may delay or prevent performance of an obligation under this Consent Agreement, despite Servsteel's diligent efforts to fulfill the obligation. Such Force Majeure events include, but are not limited to, events such as floods, fires, tornadoes, other natural disasters, labor disputes, and unavailability of necessary equipment beyond the reasonable control of Servsteel. The requirement to exercise "diligent efforts to fulfill the obligation" includes using diligent efforts to mitigate any delay caused by a Force

Majeure event, as that event is occurring and/or following such an event, so that the delay or non-performance is minimized to the greatest extent reasonably possible.

B. If Servsteel is prevented from complying with any requirement of this Consent Agreement due to a potential Force Majeure event, Servsteel may claim that such an event constitutes Force Majeure and may petition the ACHD for relief by notifying the ACHD in the following manner:

- (a) Telephonically notify and inform the ACHD of the occurrence of the event within forty-eight (48) hours after Servsteel first knew, or with the exercise of reasonable care should have known, of the event;
- (b) Provide in writing to the ACHD, within five (5) days after Servsteel first knew, or with the exercise of reasonable care should have known, of the event, a statement which:
 - (1) A description of the event and a rationale for attributing the event to Force Majeure;
 - (2) A description of the efforts that have been made to prevent, and efforts being made to mitigate, the effects of the event and to minimize the length of delay or non-performance;
 - (3) An estimate of the duration of the delay or non-performance;
 - (4) A description of a proposed timetable for implementing measures to bring Servsteel back into compliance with this Consent Agreement;
 - (5) States whether, in the opinion of Servsteel, such event may cause or contribute to an endangerment to public health, welfare or the environment; and
 - (6) Available documentation, which, to the best knowledge and belief of Servsteel, supports Servsteel's claim that the delay or non-performance was attributable to a Force Majeure event.

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

VII. DISPUTE RESOLUTION

A. Unless otherwise expressly provided for in this Consent Agreement, the dispute resolution procedures of this Section shall be the exclusive procedure for resolution of disputes arising between the Parties regarding matters included in this Consent Agreement. Servsteel's failure to seek resolution of a dispute under this Section shall preclude Servsteel from raising any such issue as a defense to an action by the ACHD to enforce any obligation of Servsteel arising under this Consent Agreement.

B. If there is a dispute between the Parties with respect to implementation of this Consent Agreement or the implementation of any provision of this Consent Agreement, that Party may send a written Notice of Dispute to the other Party, outlining the nature of the dispute and requesting informal negotiations to resolve the dispute. The Parties shall make reasonable efforts to informally and in good faith resolve all disputes or differences of opinion regarding the implementation of this Consent Agreement. Such period of informal negotiations shall not extend beyond thirty (30) days from the date when the Notice of Dispute was received unless the period is extended by written agreement of the Parties. The dispute shall be considered to have arisen when one Party receives the other Party's Notice of Dispute.

C. In the event that the Parties cannot resolve a dispute by informal negotiations under this Section, the position advanced by ACHD shall govern, control and be binding unless, within twenty (20) days after the conclusion of the informal negotiation period, Servsteel invokes the formal dispute resolution procedures of this Section by mailing to ACHD a written statement of position on the matter in dispute, including any available factual data, analysis, or opinion supporting that position, and including any supporting affidavits and/or documentation relied upon by Servsteel. Within twenty (20) days following receipt of Servsteel's statement of

position submitted pursuant to this Paragraph, ACHD shall issue a written statement of position (“ACHD’s Position”) on the matter in dispute, including available factual data, analysis, opinion and/or legal arguments supporting the ACHD’s position along with any supporting affidavits and/or documents relied upon by ACHD.

D. ACHD’s Position shall be binding upon Servsteel unless Servsteel, within thirty (30) days of receipt of the ACHD’s written statement of position, files with the Allegheny County Health Department’s Hearing Officer (“Hearing Officer”) and serves upon ACHD a Notice of Appeal pursuant to Article XI (“Hearings and Appeals”) of the ACHD’s Rules and Regulations. In addition to the requirements under Article XI, this Notice of Appeal shall set forth the matter in dispute, the efforts made by the Parties to resolve it, the relief Servsteel requests, and any factual data analysis, opinion, affidavits, legal argument and documentation supporting Servsteel’s position. The Notice of Appeal and ACHD’s Position shall constitute the initial record for purposes of resolving the dispute. Either Party may request of the Hearing Officer the opportunity to supplement the record with appropriate additional information, provided that such information could not reasonably have been obtained or discovered prior to filing the Notice of Appeal. The Hearing Officer shall render his or her final decision on the basis of the full record, including any supplemental materials received. The final decision of the Hearing Officer shall be appealable by either Party to the Court of Common Pleas of Allegheny County.

E. Judicial and administrative review of any dispute governed by this Section shall be governed by applicable provisions of law.

F. Whenever service, process, or notice is required of any dispute pursuant to this Section, such service, notice or process shall be directed to the individual at the addresses

specified in Paragraphs IX.D, IX.E, and IX.F of this Consent Agreement, unless those individuals or their successors give notice in writing to the other Parties that another individual or address has been designated.

VIII. APPLICABILITY

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

B. The duties and obligations under this Consent Agreement shall not be modified, diminished, terminated, or otherwise altered by the transfer of any legal or equitable interest in the Refractory Facility or any part thereof.

C. The Parties do not authorize any other persons to use the findings in this Agreement in any matter or proceeding.

D. In the event that Servsteel proposes to sell or transfer the Refractory Facility or any part thereof, Servsteel shall provide written notice to ACHD of such purchaser or transferee at least thirty (30) days prior to the sale or transfer. Servsteel shall also provide a copy of this Consent Agreement to any person or entity Servsteel intends to make any such sale or transfer at least thirty (30) days after thereto.

E. ACHD may, upon Servsteel's request, agree to modify or terminate Servsteel's duties and obligations under this Consent Agreement upon sale or transfer of the Refractory Facility. Servsteel reserves the right to challenge any decision by ACHD in response to Servsteel's request under ACHD's Rules and Regulations for Hearings and Appeals, Article XI.

F. The undersigned representatives of Servsteel certify that they are fully authorized to execute this Consent Agreement on behalf of Servsteel, and to legally bind Servsteel to this Consent Agreement.

IX. GENERAL TERMS

A. Except as provided in Paragraph IX.B, below, the ACHD agrees to not pursue additional remedies for Servsteel's failure to comply with any of the conditions described in Section I ("Corrective Action") of the Consent Agreement, so long as the stipulated penalties have been paid for such non-compliance. If the non-compliance continues for a period of ninety (90) days or more, or if Servsteel fails to make a timely payment of the stipulated penalties, then 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 Agreement.

B. In the event that Servsteel fails to comply with any provision of this Consent Agreement, and the ACHD believes that such failure has created an emergency which may lead to immediate and irreparable harm to the environment or community, the ACHD may, in addition to the remedies prescribed herein, pursue any remedy available for a violation of an order of the ACHD, including an action to enforce this Consent Agreement, or any other enforcement option available to it under the CAA, the APCA, the Local Health Administration Law, the Rules and Regulations of the ACHD, or other applicable statutes or regulations. Servsteel does not waive any defenses it may have to such action by the ACHD.

C. The ACHD reserves the right to require additional measures to achieve compliance with this Consent Agreement. Servsteel reserves the right to challenge any action that the ACHD may take to require such additional compliance measures.

D. All correspondence with the ACHD concerning this Consent Agreement shall be addressed to:

Dean DeLuca
Program Manager
Air Quality Program
Allegheny County Health Department
301 39th Street, Building 7
Pittsburgh, PA 15201-1811

E. All correspondence with Servsteel concerning this Consent Agreement shall be addressed to:

Patrick McQuillen
President
Servsteel, Inc.
214 Westbridge Drive
Morgan, PA 15064

F. Service of any notice or legal process for any purpose under this Consent Agreement, including its enforcement, may be made by mailing an original or true and correct copy by First Class mail to the above contacts and addresses.

G. Servsteel shall notify the ACHD whenever there is a change in the contact person's name, title or address.

H. This Consent Agreement 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.

I. The provisions of this Consent Agreement are severable. If any provision or part thereof is declared invalid or unenforceable, or is set aside for any other reason, the remainder of the Consent Agreement shall remain in full effect.

J. A title used at the beginning of any paragraph of this Consent Agreement shall not be considered to control but may be used to aid in the construction of the paragraph.

K. No changes, additions, modifications or amendments to this Consent Agreement shall be effective unless they are set forth in writing and signed by the Parties hereto.

L. 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 Agreement.

M. This Consent Agreement shall become effective upon signature by the Parties as of the Effective Date first noted above.

N. This Consent Agreement shall terminate upon payment by Servsteel of the assessed Civil Penalty in Paragraph III.A, payment by Servsteel of any Stipulated Penalties due under Paragraph IV.A, and the satisfaction by Servsteel of all conditions described in Paragraphs I.A through I.G, to the satisfaction of the ACHD. Upon written notice by Servsteel that such conditions have been satisfied, ACHD shall respond in writing whether such conditions have been satisfied, which response is subject to Dispute Resolution in accordance with Section VII (Dispute Resolution). If no response is received within 30 days of the written notice by Servsteel under this Paragraph IX.O, satisfaction of the conditions described in this paragraph shall be deemed achieved and this Consent Agreement terminated.

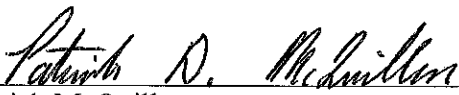
O. This Consent Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Consent Agreement. In addition, the parties agree that this transaction may be conducted by electronic means. This includes the use of electronic signatures and that signatures sent via

facsimile or electronic mail shall constitute original signatures for purposes of this Agreement and that a photocopy may be used in place of originals for any purpose.

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SIGNATURE PAGE TO FOLLOW

WHEREFORE, the undersigned party enters into this Consent Agreement.

FOR SERVSTEEL, INC.




Patrick McQuillen
President
Servsteel, Inc.

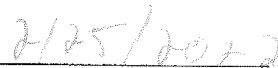
2/24/2022
Date

IN WITNESS WHEREOF, the Parties hereto have caused this Consent Agreement to be executed by their duly authorized representatives.

FOR ALLEGHENY COUNTY HEALTH DEPARTMENT



Dean DeLuca
Air Quality Program Manager
Allegheny County Health Department



Date