

IN THE IOWA DISTRICT COURT FOR BLACKHAWK COUNTY

STATE OF IOWA, ex rel., IOWA)
 DEPARTMENT OF NATURAL)
 RESOURCES,)
)
 Plaintiff,)
)
 vs.)
)
 DEERE & COMPANY,)
)
 Defendant.)
)
)

NO. EQCV137313

**CONSENT ORDER,
JUDGMENT AND DECREE**

The Court is presented with the Plaintiff’s Petition in Equity seeking civil penalties and injunctive relief, pursuant to Iowa Code section 455B.146. The Court having read the Petition in Equity, and being otherwise advised by the parties, FINDS:

1. The Court has jurisdiction of the parties and the subject matter of this action and the parties consent to the entry of this Consent Order, Judgment and Decree.

2. The Defendant Deere & Company (“Deere”), having reviewed the Petition in Equity, agrees not to contest any of the factual allegations set forth in the Petition and hereby admits, for purposes of settlement and this action only, the allegations relating to violations of law contained in Plaintiff’s Petition.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

I. CIVIL PENALTY

3. Defendant Deere shall pay a civil penalty of One Million and no/100 Dollars (\$1,000,000.00) for the violations admitted herein. Deere shall pay the penalty immediately upon entry of this Consent Decree. Deere shall also pay interest pursuant to Iowa Code section

535.3(1) on any amounts not paid when due. Payment of the civil penalty and any interest shall be made payable to the “State of Iowa” and sent to Plaintiff’s attorney, Jacob Larson, Attorney General’s Office, Environmental Law Division, Hoover Building 2nd Floor, 1305 E. Walnut St., Des Moines, Iowa 50319.

II. INJUNCTIVE RELIEF AND ENVIRONMENTAL AUDIT

4. Defendant Deere is enjoined from further violations at its Product Engineering Center (“PEC”) facility located in Cedar Falls, Iowa, of the PEC construction permits issued by the Iowa Department of Natural Resources (“IDNR”) on April 10, 2019 [list of permits are set forth in Attachment A], Administrative Consent Order No. 2018-AQ-26, and 567 Iowa Admin. Code 22.1(1), 22.107(4), 22.108(9)(a), 22.108(15)“e”, 24.1(4) and 33.3(18)(c), as may be amended and in effect during the effective term of this Order. Deere shall comply with Title V Operating Permit Nos. 05-TV-004, 05-TV-004M1, 05-TC-00R21, 05-TV-004R2 or any subsequently issued Title V Operating Permits; provided, however, if the applicable requirements as defined in Iowa Admin. Code 22.100 in the permits listed in Attachment A conflict with or differ from the applicable requirements in the corresponding Title V Operation Permits, and Deere files a timely and complete application to modify or renew the Title V Operating Permit to incorporate the applicable requirements of the permits listed in Attachment A, pursuant to 567 IAC 22.104 and 22.105, compliance with the “applicable requirements” as set forth in the construction permit(s) shall be deemed compliance with the corresponding Title V Operating Permits until such time as the Title V Operating Permits are revised or reissued to include the applicable requirements from the above-listed construction permits. If any of the air quality construction permits listed in paragraphs 65, Tables 1-3, and 79 of the Petition are superseded by subsequent construction permits, this paragraph shall apply to the most current,

legally enforceable air construction permits. Further, in the event Deere is issued any subsequent construction permits, Deere shall submit a timely and complete application to modify its current Title V permit to incorporate the applicable requirements of said permits, in accordance with the provisions of 567 Iowa Admin. Code 22.104 and 22.105. For purposes of this Consent Decree, if any of the “applicable requirements” as defined in Iowa Admin. Code 22.100 in the subsequent construction permit(s) conflict with or differ from the “applicable requirements” in the corresponding Title V Operating Permit, compliance with the “applicable requirements” as set forth in the subsequent construction permit(s) shall be deemed compliance with the corresponding Title V Operating Permit if Deere has submitted a timely and complete application to modify its current Title V Operating Permit to incorporate the applicable requirements of the construction permits, in accordance with the provisions of 567 Iowa Admin. Code 22.104 and 22.105 until such time as the corresponding Title V Operating Permit is revised or reissued to include the applicable requirements from the current and legally effective construction permit(s). If any of the Title V Operating Permit Nos. 05-TV-004, 05-TV-004M1, 05-TC-00R21, 05-TV-004R2 are reissued due to the renewal of the Title V Operating Permit, this paragraph shall apply to the reissued Title V Operating Permit.

5. Willful failure to comply with the terms of this Order may subject Deere to punishment for contempt of court as well as other penalties and sanctions provided by law. The Court, therefore, retains jurisdiction over this matter to ensure compliance with the terms of this Order.

6. Deere shall conduct, through an independent third-party auditor approved by the IDNR, comprehensive environmental audits of Deere’s PEC facility on an annual basis.

7. The initial audit shall be completed and the audit report submitted to the IDNR no later than December 31, 2019. For each subsequent annual audit, the audit shall be completed and an audit report submitted to the IDNR no later than December 31 of that year.

8. For the initial audit, Deere shall submit to the IDNR, no later than sixty (60) days after entry of this Consent Order, Judgment and Decree, the name, employment position, qualifications (including resume) of the proposed auditor, and information on any prior work for Deere by the auditor or the auditor's company, including a summary of the nature of the work, when and where performed, the amount paid and a comparison of amount paid to total revenues to the auditor's company. Deere shall not proceed with the use of the proposed auditor absent IDNR approval, which approval shall not be unreasonably withheld. The auditor shall possess academic and professional experience, along with necessary support resources, to successfully and timely perform the environmental audit. The auditor shall not be an employee of Deere or have more than a de minimis current or former financial interest in Deere. In the event the proposed auditor is not approved by the IDNR, Deere shall submit within thirty (30) days of receipt of notice from the IDNR an alternative proposed auditor and supporting information for IDNR's review and approval.

9. For each subsequent annual audit conducted pursuant to paragraphs six (6) and seven (7), Deere shall submit to the IDNR, no later than February 1 of that year, the name, employment position, qualifications (including resume) of the proposed auditor and information on any prior work for Deere by the auditor or the auditor's company, including a summary of the nature of the work, when and where performed, the amount paid and a comparison of amount paid to total revenues of the auditor's company. The IDNR may approve the proposed auditor, which approval shall not be unreasonably withheld. The auditor shall possess academic and

professional experience, along with necessary support resources, to successfully and timely perform the environmental audit. The auditor shall not be an employee of Deere or have more than a de minimis current or former financial interest in Deere. In the event the proposed auditor is not approved by the IDNR, Deere shall submit within thirty (30) days of receipt of notice from the IDNR an alternative proposed auditor and supporting information for IDNR's review and approval.

10. The auditor approval process of paragraph nine (9) shall not apply if Deere notifies IDNR prior to February 1 of the applicable year that Deere intends to retain the same auditor approved by IDNR in the immediate prior year and certifies that the auditor has not performed any other work for Deere during the prior year other than the audit conducted pursuant to this Decree. This paragraph shall not be construed as modifying the requirements of paragraph eighteen (18) that the "two consecutive annual audits" be conducted by two separate, independent auditors, each approved by IDNR.

11. The environmental audits of Deere's PEC facility shall be conducted to identify any actual or potential violations of federal or state environmental statutes, regulations, permits, or orders.

12. Deere shall submit a comprehensive audit report, prepared by an independent third-party auditor, to the IDNR no later than the deadlines specified in paragraphs six (6) and seven (7). The reports shall include a description of the audit protocol and activities; description of equipment, processes and procedures audited; description of any actual or potential violations identified; and description of the actions or range of actions to address the violations. Deere may include with the comprehensive audit report a supplemental document, clearly marked as Deere's product, responding to the auditor's findings, including a challenge to the auditor's

findings of violations and/or providing clarifying or supplemental information regarding the auditor's findings. Should Deere challenge the auditor's findings of a violation, the dispute resolution provisions of paragraph 19 shall automatically commence upon the filing of the audit report.

13. No later than thirty (30) days after receipt of an environmental audit report, the IDNR may notify Deere of the need for a supplemental environmental audit report regarding matters not sufficiently covered by the environmental audit report. The supplemental environmental audit report shall be conducted by Deere through the independent third-party auditor approved under paragraphs eight (8) or nine (9) above, within sixty (60) days of the notice. If the dispute resolution provisions of paragraph 19 were invoked prior to the notice of a supplemental environmental audit, either party may suspend the dispute resolution process until after the IDNR receipt of the supplemental audit report.

14. No later than sixty (60) days after submittal to the IDNR of an environmental audit report or supplemental environmental audit report, in the event a supplemental report is required, or completion of the dispute resolution process for those items subject to dispute resolution under paragraph 19, whichever is later, Deere shall submit to the IDNR a proposed action plan and schedule for addressing the violations identified in the environmental audit or supplemental environmental audit report if a supplemental audit report is required. Deere shall obtain IDNR approval of the proposed action plan and schedule. IDNR may also direct Deere to take actions identified in the audit report. Notwithstanding the forgoing, Deere shall finalize a schedule to implement the required actions as expeditiously as possible but no later than ninety (90) days after submittal to the IDNR of Deere's receipt of the environmental audit report.

15. The provisions of Iowa Code chapter 455K, Environmental Audit Privilege and Immunity, are not applicable to the environmental audits conducted and the reports submitted by Deere pursuant to this Consent Order, Judgment and Decree.

16. Any environmental violations identified in the environmental audit reports shall not be the subject of State administrative or judicial enforcement proceedings for the assessment or collection of administrative or civil penalties, provided the specified corrective action is timely completed according to the schedule approved by the IDNR pursuant to paragraph fourteen (14) of this Consent Order, Judgment and Decree.

17. Nothing in this Consent Order, Judgment and Decree shall prevent the State from initiating at any time judicial proceedings seeking injunctive relief to obtain compliance with the action plan approved by the IDNR pursuant to paragraph fourteen (14), or to remedy or prevent any environmental hazard which is a clear and present danger to the public health, safety or environment.

18. The injunctive relief and environmental audit requirements set forth in this Consent Decree shall continue until Deere conducts at least three independent annual audits pursuant to paragraphs six (6) and seven (7), provided (i) the last two consecutive audits demonstrate compliance with federal or state environmental statutes, regulations, permits, and orders applicable to Deere's PEC facility or (ii) IDNR determines, in its sole discretion, that the last two consecutive audits sufficiently demonstrate compliance with federal or state environmental statutes, regulations, permits, and orders applicable to Deere's PEC facility such that the IDNR is satisfied that the substantive requirements of the application environmental statutes, regulations, permits, and orders are being met. The "two consecutive annual audits" must be conducted by two separate, independent third-party auditors, each approved by IDNR.

19. Any dispute regarding the audit provisions set forth in paragraphs six (6) through eighteen (18) of this Consent Decree shall be informally negotiated between Deere and IDNR. The period of informal negotiation shall not exceed thirty (30) days from the date of the dispute arises unless extended by a mutual written agreement. Unless otherwise provided herein, the thirty (30) days shall be considered “to have arisen” when either Deere or IDNR notifies the other of the need to commence informal negotiations.

20. In the event IDNR and Deere cannot informally resolve the dispute, Deere shall have twenty (20) days to invoke formal dispute resolution by serving the IDNR Director with a statement of position that includes any factual data, analysis, or opinion supporting its position. IDNR shall consider the statement of position, and the Director shall issue a final determination.

21. Deere may move the Court to review IDNR’s final determination within thirty (30) days after being served with the final determination. Such review shall be limited to the record relied on by the Director in making IDNR’s final determination.

22. Upon Deere’s completion of the requirements of this Consent Decree, including the payment of any stipulated penalties required by this decree and the audit requirements set forth in paragraphs six (6) through eighteen (18), the Decree shall be subject to termination upon motion by any party. At such time, if Deere believes it is in compliance with the requirements of this decree, then Deere shall so certify in writing to the IDNR, and unless IDNR objects in writing with specific reasons within forty-five (45) days after receipt of the certification, the Court shall order that this Consent Order be terminated. If the IDNR objects to Deere’s certification, then the matter shall be submitted to the Court for resolution. In such a case, Deere shall bear the burden of proving that it has satisfied all requirements of this Consent Order.

III. STIPULATED PENALTIES

23. Except as otherwise provided herein, Deere shall pay stipulated civil penalties for violations of this Consent Order, Judgment and Decree as follows:

\$1,000 per day of each violation:	a. For each day that Deere fails to timely conduct an environmental audit, in violation of paragraphs six (6) and seven (7) of this Consent Order, Judgment and Decree,
	b. For each day that Deere fails to timely submit to the IDNR an environmental audit report or supplemental environmental audit report, in violation of paragraphs six (6), seven (7), twelve (12), and thirteen (13) of this Consent Order, Judgment and Decree,
	c. For each day that Deere fails to timely submit to the IDNR an acceptable proposed schedule for conducting and completing appropriate corrective action identified in the environmental audit, in violation of paragraph fourteen (14) of this Consent Order, Judgment and Decree,
	d. For each day that Deere fails to timely complete corrective action specified in the schedule approved by the IDNR pursuant to paragraph fourteen (14) of this Consent Order, Judgment and Decree.

24. Payment of the stipulated civil penalties referred to in paragraph twenty-three (23) shall be made no later than ten (10) days after receipt of a written demand from the Plaintiff for payment, or after a court order requiring such payment, whichever is later. Payments shall be made payable to the State of Iowa, and sent to Plaintiff’s attorney, Jacob Larson, Attorney General’s Office, Environmental Law Division, Hoover Building 2nd Floor, 1305 E. Walnut St., Des Moines, Iowa 50319. Payment of these stipulated civil penalties shall not relieve Deere from obligations established by this Consent Decree or other provision of law. Payment of these stipulated civil penalties shall constitute full and final settlement of any penalty claims that were made or could have been made by the State of Iowa for violations of this Consent Decree, to which the stipulated civil penalties applied. In any event, the Plaintiff may at any time seek

entry of contempt and appropriate sanctions and relief for any willful failure to comply with the requirements of this Consent Decree.

IV. FORCE MAJEURE

25. If Deere is unable to meet any of the deadlines set forth in this Consent Decree, Deere shall provide notice to Plaintiff within thirty (30) days of discovering that it will be unable to meet the deadline specifying the delayed event, the cause of the delay, its possible duration, Deere's efforts to remedy the situation, and the expected effect of the delay upon any schedule contained in this order. Deere shall adopt all reasonable measures to avoid or minimize such delays. Failure by Deere to provide notice to Plaintiff of an event which causes or may cause a delay or impediment to performance shall render the Force Majeure provisions of this Consent Decree voidable by Plaintiff as to the specific event for which Deere has failed to comply with such notice requirement, and, if voided, are of no effect as to the particular event involved.

26. Plaintiff shall notify Deere in writing regarding Plaintiff's position as to Deere's claim of a delay or impediment to performance as soon as practicable, but in any event within thirty (30) days after receipt. If Plaintiff agrees that the delay or impediment to performance has been or will be caused by circumstances beyond the reasonable control of Deere, and Deere could not have prevented the delay by the exercise of due diligence, the parties shall stipulate to an extension of the required deadline(s) for all requirement(s) affected by the delay by a period equivalent to the delay actually caused by such circumstances. Deere shall not be liable for any stipulated penalties for the period of any such delay.

27. If Plaintiff does not accept Deere's claim that a delay or impediment to performance is caused by a Force Majeure event, to avoid payment of stipulated penalties, Deere must submit the matter to this Court for resolution within thirty (30) business days after

receiving notice of Plaintiff's position by filing a petition for determination with this Court.

Once Deere has submitted this matter to this Court, Plaintiff shall have twenty (20) business days to file its response to said petition.

28. If Deere submits the matter to this Court for resolution and the Court determines that the delay or impediment to performance has been or will be caused by circumstances beyond the reasonable control of Deere, including any entity controlled by Deere, and Deere could not have prevented the delay by the exercise of due diligence, Deere shall be excused as to that event(s) and delay (including stipulated penalties), for a period of time equivalent to the delay caused by such circumstances. Deere shall bear the burden of proving that any delay of any requirement(s) of this Consent Decree was caused by or will be caused by circumstances beyond its reasonable control, including any entity controlled by it, and the Deere could not have prevented the delay by the exercise of due diligence. Deere shall also bear the burden of proving the duration and extent of any delay(s) attributable to such circumstances.

29. Unanticipated or increased costs or expenses associated with performance of Deere's obligations under this Consent Decree shall not constitute circumstances beyond the reasonable control of Deere, or serve as a basis for an extension of time. In light of the fact that the parties cannot predict with certainty the underlying conditions that will be encountered as work proceeds, the parties recognize that the identification of unforeseen conditions may require additional time as a Force Majeure. In addition, failure of a permitting authority to issue a necessary permit or other required approval in a timely fashion is an event of Force Majeure provided that Deere can meet its burden of demonstrating that it has:

- a. submitted a timely and complete application;
- b. responded to requests for additional information by the permitted authority in a timely fashion; and

- c. prosecuted appeals of any disputed terms and conditions imposed by the permitting authority in an expeditious fashion.

Where Deere has successfully appealed a permit or condition thereof all dates affected by such appeal shall be appropriately extended. For the purposes of this paragraph, “successfully appealed a permit or condition thereof” includes the settlement of the appeal providing for modification of the permit condition.

V. EFFECT OF CONSENT DECREE

30. This Consent Decree constitutes full and complete settlement of the claims made, or which could have been made, by the Plaintiff in this action against Deere relating to any violation of Iowa Code 455B.134 and 567 Iowa Admin. Code Chapters 22, 24, 30 and 33, and any violation of any term or condition of any construction or Title V permits issued to Deere’s PEC facility listed in Attachment A, occurring on or before the date of entry of this decree at Deere’s PEC facility in Cedar Falls, Iowa.

31. This Consent Decree is not a permit, and compliance with its terms does not guarantee compliance with all applicable federal, state, or local laws or regulations. Nothing herein relieves Deere from any other obligation to comply with other federal, state, or local laws, regulations, permits, or orders.

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

33. Except as provided in paragraphs fifteen (15), twenty-three (23), and thirty (30), nothing herein shall be construed to prevent or limit the rights of the Plaintiff to obtain civil or administrative penalties and/or injunctive relief for violations occurring after entry of this Consent Decree.

34. Nothing herein shall be construed to prevent or limit the rights of the Plaintiff to seek entry of contempt and appropriate sanctions and relief for any willful failure to comply with the provisions of this Consent Decree.

VI. SALE OR TRANSFER OF OPERATIONAL OR OWNERSHIP INTERESTS

35. In the event Deere sells or transfers operational or ownership interest in the PEC facility in Cedar Falls, Iowa, Deere's obligations under this Consent Decree shall continue unless and until this Consent Decree has been modified to substitute the purchaser, with the purchaser's consent, as the Deere and thus be bound by the terms thereof, and the Plaintiff consents to relieve Deere of its obligations.

VII. NOTICE AND COPY RECIPIENTS

36. For purposes of implementation of this Consent Decree, all technical submittals, documents or correspondence shall be sent to the following:

For the DNR: Brian Hutchins Environmental Program Supervisor Air Quality Bureau Iowa Department of Natural Resources 502 E. 9th St. Des Moines, IA 50319 Email: Brian.Hutchins@dnr.iowa.gov	For Deere: Jack Dallal Regional Environmental Manager 18600 S. John Deere Road Dubuque, IA 52001 Phone: (563) 589-5254 Email: DallalJackE@JohnDeere.com
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All legal notices, documents or correspondence shall be sent to the following:

For the DNR: Jacob Larson Assistant Attorney General Environmental Law Division Hoover State Office Building 1305 E. Walnut St., 2 nd Floor Des Moines, Iowa 50319 Phone: (515) 281-5164 E-mail: jacob.larson@ag.iowa.gov	For Deere: Monica T. Rios Senior Counsel Deere & Company World Headquarters One John Deere Place Moline, IL 61265-8098 Phone: (309) 748-0524 Email: RiosMonicaT@JohnDeere.com
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37. A party may change either the notice recipient or the address for providing notices to it by serving all other parties with a notice setting forth such new notice recipient or address.

VIII. MODIFICATION

38. This Consent Decree and any schedule or activity required herein may be amended as necessary to accommodate changed circumstances by the written agreement of the Plaintiff and Deere, or by further Order of the Court.

IX. 26 U.S.C. § 162(f)(2)(A)(ii) IDENTIFICATION

39. For purposes of the identification requirement of Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), performance of Section II (Injunctive Relief and Environmental Audit) at paragraphs 4-22 is restitution or required to come into compliance with law.

X. JURISDICTION RETAINED

40. The Court retains jurisdiction of this matter to insure compliance with the terms of this Consent Decree.

XI. COURT COSTS

41. The costs of this action are taxed to Deere in the amount of \$185.00, made payable to the clerk of the Iowa District Court for Blackhawk County.



State of Iowa Courts

Type: OTHER ORDER

Case Number **Case Title**
EQCV137313 STATE OF IOWA VS DEERE & COMPANY

So Ordered

A handwritten signature in cursive script that reads 'Kellyann M. Lekar'.

Kellyann M. Lekar, Chief District Court Judge,
First Judicial District of Iowa

Attachment A – List of Issued Permits

EP ID	EU ID	Emission Unit Description	Control Equipment	Permit Number
1A06	1A06	Tilt Table Engine Test Cell	None	16-A-057-S1
1A06-BB		Crankcase Ventilation	None	18-A-038
2A01	2A01	P&E Engine Test	None	04-A-721-P2
2A01-BB		Crankcase Ventilation	None	18-A-664-P
2A02	2A02	P&E Engine Test	None	04-A-722-P2
2A02-BB		Crankcase Ventilation	None	18-A-665-P
2A03a	2A03	P&E Engine Test	None	06-A-712-S1
2A03b		Crankcase Ventilation	None	05-A-595-S2
2A03-BB		Crankcase Ventilation	None	18-A-039
2A04a	2A04	P&E Engine Test	None	06-A-713-S1
2A04b		Crankcase Ventilation	None	05-A-596-S2
2A04-BB		Crankcase Ventilation	None	18-A-040
2A05	2A05	P&E Engine Test	None	18-A-041
2A05-BB		Crankcase Ventilation	None	18-A-042
2A06	2A06	P&E Engine Test	None	18-A-623
2A06-BB		Crankcase Ventilation	None	18-A-624
2A07a	2A07	P&E Engine Test	None	18-A-625
2A07b		Crankcase Ventilation	None	18-A-626
2A07-BB		Crankcase Ventilation	None	18-A-627
2A08a	2A08	P&E Engine Test	None	06-A-714-S1
2A08b		Crankcase Ventilation	None	06-A-715-S1
2A08-BB		Crankcase Ventilation	None	18-A-628
2A09	2A09	P&E Engine Test	None	18-A-629
2A09-BB		Crankcase Ventilation	None	18-A-630
2A010a	2A10	P&E Engine Test	None	18-A-631
2A10-BB		Crankcase Ventilation	None	18-A-632
2AN1 (2A12)	2AN1 (2A12)	P&E Engine Test	None	04-A-725-P3
2AN1 (2A12)-BB		Crankcase Ventilation	None	18-A-676-P
2AN3 (2A13)	2AN3 (2A13)	P&E Engine Test	None	04-A-728-P3
2AN3 (2A13)-BB		Crankcase Ventilation	None	18-A-677-P
2AN8 (2X12)	2AN8 (2X12)	P&E Engine Test	None	04-A-729-P3
2AN8 (2X12)-BB		Crankcase Ventilation	None	18-A-678-P

Attachment A – List of Issued Permits (Continued)

EP ID	EU ID	Emission Unit Description	Control Equipment	Permit Number
2AN10 (2X13)a	2AN10	P&E Engine Test	None	04-A-731-P2
2AN10 (2X13)b		P&E Engine Test	None	04-A-732-P2
2AN10 (2X13) -BB		Crankcase Ventilation	None	18-A-679-P
2AN11 (2X10)	2AN11 (2X10)	P&E Engine Test	None	04-A-743-P2
2AN11 (2X10)-BB		Crankcase Ventilation	None	18-A-680-P
2AN13 (2X09)	2AN13 (2X09)	P&E Engine Test	None	04-A-736-P2
2AN13 (2X09)-BB		Crankcase Ventilation	None	18-A-681-P
2AX01	2AX01	P&E Engine Test	None	04-A-775-S2
2AX01-BB		Crankcase Ventilation	None	18-A-633
2AX02	2AX02	P&E Engine Test	None	04-A-776-S2
2AX02-BB		Crankcase Ventilation	None	18-A-634
2AX03	2AX03	P&E Engine Test	None	04-A-777-S2
2AX03-BB		Crankcase Ventilation	None	18-A-635
2AX04	2AX04	P&E Engine Test	None	04-A-778-S2
2AX04-BB		Crankcase Ventilation	None	18-A-636
2AX05	2AX05	P&E Engine Test	None	04-A-779-S2
2AX05-BB		Crankcase Ventilation	None	18-A-637
2AX06	2AX06	P&E Engine Test	None	04-A-780-S2
2AX06-BB		Crankcase Ventilation	None	18-A-638
2AX07	2AX07	P&E Engine Test	None	04-A-781-S2
2AX07-BB		Crankcase Ventilation	None	18-A-639
2AX08	2AX08	P&E Engine Test	None	04-A-782-S2
2AX08-BB		Crankcase Ventilation	None	18-A-640
2B01	2B01	P&E Engine Test	None	04-A-738-S2
2B01-BB		Crankcase Ventilation	None	18-A-682
2B3	2B3	Drivetrain Test Cell	None	18-A-655
2B3-BB		Crankcase Ventilation	None	18-A-656
2B4	2B4	Drivetrain Test Cell	None	18-A-657
2B4-BB		Crankcase Ventilation	None	18-A-658
2BX2	2BX2	Drivetrain Test Cell	None	04-A-784-S3
2BX2-BB		Crankcase Ventilation	None	18-A-658
2BX4	2BX4	Drivetrain Test Cell	None	04-A-785-S2
2BX4-BB		Crankcase Ventilation	None	18-A-660
2BX6	2BX6	Drivetrain Test Cell	None	04-A-786-S3
2BX6-BB		Crankcase Ventilation	None	18-A-660
2BX8	2BX8	Drivetrain Test Cell	None	04-A-787-S3
2BX8-BB		Crankcase Ventilation	None	18-A-662

Attachment A – List of Issued Permits (Continued)

EP ID	EU ID	Emission Unit Description	Control Equipment	Permit Number
2C4	2C4	Drivetrain Test Cell	None	18-A-689
2C5	2C5	Drivetrain Test Cell	None	18-A-690
2C8	2C8	Drivetrain Test Cell	None	18-A-691
2CX1	2CX1	Drivetrain Test Cell	None	04-A-742-P3
2CX2	2CX2	Drivetrain Test Cell	None	04-A-739-P3
2CX3	2CX3	Drivetrain Test Cell	None	04-A-744-P3
2E01	2E01	Product Verification and Validation (PV&V) Engine Test Cell	None	04-A-788-S2
2E02	2E02	Product Verification and Validation (PV&V) Engine Test Cell	None	04-A-789-S2
2E03	2E03	Product Verification and Validation (PV&V) Engine Test Cell	None	04-A-790-S2
2E04	2E04	Product Verification and Validation (PV&V) Engine Test Cell	None	04-A-791-S2
2EW01	2EW01	Product Verification and Validation (PV&V) Engine Test Cell	None	04-A-746-P2
2EW02	2EW02	Product Verification and Validation (PV&V) Engine Test Cell	None	04-A-747-P2
2EW03	2EW03	Product Verification and Validation (PV&V) Engine Test Cell	None	04-A-748-P2
2EW04	2EW04	Product Verification and Validation (PV&V) Engine Test Cell	None	04-A-749-P2
2EW05	2EW05	Product Verification and Validation (PV&V) Engine Test Cell	None	04-A-750-P2
2EW06	2EW06	Product Verification and Validation (PV&V) Engine Test Cell	None	04-A-751-P2
2EW07	2EW07	Product Verification and Validation (PV&V) Engine Test Cell	None	04-A-752-P2
2EW08	2EW08	Product Verification and Validation (PV&V) Engine Test Cell	None	04-A-753-P2
2EW09	2EW09	Product Verification and Validation (PV&V) Engine Test Cell	None	04-A-795-S3
2EW10	2EW10	Product Verification and Validation (PV&V) Engine Test Cell	None	04-A-754-P2
2EW11	2EW11	Product Verification and Validation (PV&V) Engine Test Cell	None	04-A-755-P2
2EW13	2EW13	Product Verification and Validation (PV&V) Engine Test Cell	None	04-A-757-P2
2EW14	2EW14	Product Verification and Validation (PV&V) Engine Test Cell	None	04-A-758-P2

Attachment A – List of Issued Permits (Continued)

EP ID	EU ID	Emission Unit Description	Control Equipment	Permit Number
2EW15	2EW15	Product Verification and Validation (PV&V) Engine Test Cell	None	04-A-759-P2
2EW16	2EW16	Product Verification and Validation (PV&V) Engine Test Cell	None	04-A-760-P2
2EW17	2EW17	PV&V Engine Test Cell	None	07-A-485-S1
2EW17-BB		Crankcase Ventilation	None	18-A-641
2EW18	2EW18	PV&V Engine Test Cell	None	07-A-486-S1
2EW18-BB		Crankcase Ventilation	None	18-A-642
2EW19	2EW19	PV&V Engine Test Cell	None	08-A-522-S1
2EW19-BB		Crankcase Ventilation	None	18-A-643
2EW09	2EWME1	Crankcase Ventilation for Seven (7) Engine Test Cells	Mist Eliminator (CE-2EWME1)	97-A-790-P3
2EW10				
2EW11				
2EW13				
2EW14				
2EW15				
2EW16				
2EW01	2EWME2	Crankcase Ventilation for Seven (7) Engine Test Cells	Mist Eliminator (CE-2EWME1)	97-A-791-P3
2EW02				
2EW03				
2EW04				
2EW05				
2EW06				
2EW07				
2EW08				
2N02	2N02	P&E Engine Test Cell	None	18-A-644
2N02-BB		Crankcase Ventilation	None	18-A-645
2N03	2N03	P&E Engine Test Cell	None	18-A-646
2N03-BB		Crankcase Ventilation	None	18-A-647
2N04	2N04	P&E Engine Test Cell	None	18-A-648
2N04-BB		Crankcase Ventilation	None	18-A-649
2N05	2N05	P&E Engine Test Cell	None	07-A-487-S2
2N05-BB		Crankcase Ventilation	None	18-A-650
2N06	2N06	P&E Engine Test Cell	None	11-A-403-S1
2N06-BB		Crankcase Ventilation	None	18-A-652
2N07	2N07	P&E Engine Test Cell	None	18-A-653
2N07-BB		Crankcase Ventilation	None	18-A-654
2N08	2N08	Cold Room Engine Test Cell	None	18-A-692

Attachment A – List of Issued Permits (Continued)

EP ID	EU ID	Emission Unit Description	Control Equipment	Permit Number
2N10a	2N10	Cold Room Engine Test Cell	None	18-A-693
2N10b			None	18-A-694
2N10c			None	18-A-695
2N10d			None	18-A-696
5NB1	5NB1	Drivetrain Test Cell	None	12-A-521-S1
5NB1-BB		Crankcase Ventilation	None	18-A-663
5NB3	5NB3	Drivetrain Test Cell	None	04-A-768-P3
5NB3-BB		Crankcase Ventilation	None	18-A-683
5NB4	5NB4	Drivetrain Test Cell	None	04-A-769-P3
5NB4-BB		Crankcase Ventilation	None	18-A-684
5NB6	5NB6	Drivetrain Test Cell	None	04-A-770-P2
5NB6-BB		Crankcase Ventilation	None	18-A-685
2NX15	2NX15	Gen Set Engine Test Cell	None	04-A-767-P2
2NX15-BB		Crankcase Ventilation	None	18-A-686-P