

**Settlement Agreement
By and Between
The Bay Area Air Quality Management District
and
Argent Materials, Inc.**

1. The Bay Area Air Quality Management District (“Air District”) is the regional governmental agency charged with the primary responsibility for maintaining healthy air quality in the San Francisco Bay Area.

2. Argent Materials, Inc. (“Argent”) is an aggregate recycling facility located at 8300 Baldwin Street, Oakland, CA 94621 and 8501 San Leandro Street, Oakland, CA 94621.

3. In consideration of the mutual covenants, promises, and undertakings contained in this Settlement Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound by the terms of this Settlement Agreement, the Parties do hereby expressly agree to the obligations set forth in the paragraphs below.

4. Upon execution of this Settlement Agreement, Argent shall immediately dismiss its Petition for Appeal regarding Permit Application No. 30122 (Docket No. 3762) with prejudice.

5. Argent shall install and operate an Air-District-approved fenceline air monitoring system at both 8300 Baldwin Street and 8501 San Leandro Street as specified in Attachment 1 entitled “Fenceline Air Monitoring System Specification Sheet and the Minimum Requirements for the Fenceline Air Monitoring (“FAMP”) and Quality Assurance Project Plan (“QAPP”)” and shall notify the Air District no later than five (5) business days after completing the obligations enumerated below in accordance with the notice provision set forth in paragraph 14 of this Settlement Agreement.

A. Argent shall submit the proposed instrument (fenceline air monitoring system) for approval by the Air District within fourteen (14) calendar days from the Effective Date of this Settlement Agreement.

B. Argent shall submit a proposed FAMP and QAPP that meet the criteria in Attachment 1. The proposed FAMP and QAPP must be approved by the Air District prior to installing and operating the approved fenceline air monitoring system in paragraph 5(A) at 8501 San Leandro Street and 8300 Baldwin Street.

C. Argent shall complete installation and begin full operation of the approved fenceline air

1 monitoring system in accordance with the approved FAMP and QAPP at 8501 San
2 Leandro Street on the first date operations commence pursuant to any authorization issued
3 under Permit Application No. 729952.

4 D. Argent shall complete installation and begin full operation of the approved fenceline air
5 monitoring system in accordance with the approved FAMP and QAPP at 8300 Baldwin
6 Street within 180 days from the first date operations commence at the 8501 San Leandro
7 Street pursuant to any authorization issued under Permit Application No. 729952.

8 E. Argent shall operate the approved fenceline air monitoring system at 8300 Baldwin Street
9 and 8501 San Leandro Street in accordance with Attachment 1 and the approved FAMP
10 and QAPP continuously for three (3) consecutive years from the date operation of the
11 fenceline air monitoring system commences under paragraph 5(D).

12 6. The Air District shall deem Notices of Violation (NOVs) A60657 and A61930, which
13 were issued by the Air District to Argent on November 16, 2022 and July 26, 2023, respectively, as
14 “Resolved” upon completion of the obligations in paragraphs 5(C) and (D). NOVs A60657 and A61930
15 are incorporated by reference in this Settlement Agreement. The Air District shall not take civil or
16 administrative action against Argent to recover civil penalties for NOVs A60657 and A61930 under
17 California Health and Safety Code Sections 42402 et seq.

18 7. The Parties acknowledge and agree that if Argent fails to operate the approved fenceline
19 air monitoring system in full compliance with the obligations in paragraph 5 of this of Settlement
20 Agreement, Attachment 1, or the approved FAMP and QAPP, Argent shall pay the Air District a
21 stipulated penalty of Five Hundred Dollars (\$500) for each day Argent is in noncompliance unless the
22 Air District determines Argent’s noncompliance is excused under paragraph 8. To avoid incurring
23 stipulated penalties under this paragraph, Argent must cure the noncompliance within ten (10) calendar
24 days of the Air District providing notice of noncompliance. Stipulated penalties shall apply to any and
25 all acts of noncompliance, as described above, that are not fully and completely cured within ten (10)
26 calendar days. The Air District shall have sole and exclusive authority to determine: (i) whether Argent
27 is in noncompliance with the obligations in paragraph 5 of this Settlement Agreement, Attachment 1, or
28 the approved FAMP and QAPP; (ii) whether Argent has fully and completely cured any and all acts of

1 noncompliance with the obligations in paragraph 5 of this Settlement Agreement, Attachment 1, and the
2 approved FAMP and QAPP; and (iii) whether Argent's noncompliance is excused under paragraph 8.
3 The Air District's determinations of noncompliance or excuse under this paragraph are final. Argent
4 cannot object, appeal, or file any other administrative or legal action challenging the Air District's
5 determinations of noncompliance or excuse under this paragraph; however, the Air District agrees to
6 meet and confer with Argent prior to any final determination of noncompliance or excuse. The dispute
7 resolution procedures in paragraph 12 of this Settlement Agreement shall not apply to any disputes or
8 challenges that arise under or are related to stipulated penalties under this paragraph. Argent shall pay
9 any stipulated penalties owed under this Settlement Agreement to the Air District within five (5)
10 business days by either (i) wire transfer, according to wire transfer instructions provided by the Air
11 District; or (ii) check, made payable to the "Bay Area Air Quality Management District" and with
12 "Settlement Agreement – Stipulated Penalty" written in the memo area of the check. If paid by check,
13 Argent shall mail or deliver the check to:

14 Bay Area Air Quality Management District
15 Office of the General Counsel
16 Alexander Crockett, General Counsel
375 Beale Street, Suite 600
San Francisco, California 94105

17 Upon initiating the wire transfer or mailing or delivering the check, Argent shall notify the Air District
18 via email at OOiyemhonlan@baaqmd.gov, MVinluanChan@baaqmd.gov, and JPan@baaqmd.gov, and
19 shall attach with the email a completed [Internal Revenue Service Form W-9](#) for Argent. Argent shall be
20 responsible for all payment processing, check cancellation, and other fees and costs associated with
21 making any stipulated penalty payments required under this paragraph.

22 8. For purposes of paragraph 7 of this Settlement Agreement, noncompliance shall not
23 include an event arising from causes beyond Argent's direct control that delays or prevents the
24 performance of any obligation under paragraph 5 of this Settlement Agreement, Attachment 1, or the
25 approved FAMP and QAPP despite Argent's best efforts to fulfill the obligation. The requirement that
26 Argent exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any event
27 that may delay or prevent performance and best efforts to address the effects of any event that may delay
28 or prevent performance of any obligation under paragraph 5 (i) as it is occurring, and (ii) following such

1 event, such that the delay and any adverse effects of the delay are minimized. An event outside of
2 Argent's direct control shall not include Argent's financial inability to perform any obligation under
3 paragraph 5 of this Settlement Agreement. This paragraph applies exclusively to paragraph 7 of this
4 Settlement Agreement. If any event occurs or has occurred that may delay the performance of any
5 obligation under paragraph 5 of this Settlement Agreement, whether or not caused by an event beyond
6 Argent's direct control, Argent shall provide notice in accordance with paragraph 14 within five (5)
7 business days of when Argent first knew that an event might cause a delay and a written explanation and
8 description of the reasons for the delay.

9 9. The Air District shall take final action on Permit Application No. 729952 by September
10 30, 2025. Nothing in this Settlement Agreement shall limit Argent's right to appeal or otherwise
11 challenge the denial of a permit or conditions included in any permit issued by the Air District. Any
12 challenge of the Air District's decision on Permit Application No. 729952 shall comply with Air District
13 Regulation 2-1-410.

14 10. The Parties' complete satisfaction of their respective obligations under this Settlement
15 Agreement shall fully, completely, and finally settle, conclude, and resolve any and all claims, appeals,
16 petitions, or other legal action that have been or could have been asserted between the Parties in
17 connection with the matters listed below. In consideration of the mutual promises and covenants
18 undertaken in this Settlement Agreement, the Parties expressly acknowledge and agree that:

19 A. The claims in Argent's Petition for Appeal regarding Permit Application No. 30122 (Docket
20 No. 3762) shall be fully, completely, and finally concluded pursuant to paragraph 4 of this
21 Settlement Agreement. Argent shall not take any action whatsoever to revive its Petition for
22 Appeal regarding Permit Application No. 30122 (Docket No. 3762) or the claims asserted
23 therein. Nothing in this Settlement Agreement shall be construed as limiting the right of
24 Argent to rely on the facts underlying the claims asserted in the Petition for Appeal, and to
25 offer proof thereof, in any future action related to the Air District's decision on Permit
26 Application No. 729952 for purposes of demonstrating past alleged failures to comply with
27 its regulations related to permit processing or applicable provisions of law.

28 B. The Air District's claims and causes of action for civil penalties under California Health and

1 Safety Code Section 42402 et seq. for the allegations and conduct described and alleged in
2 NOVs A60657 and A61930 shall be fully, completely, and finally settled pursuant to
3 paragraph 6 of this Settlement Agreement. NOVS A60657 and A61930 are “Prospective
4 Claims” in the Parties’ Tolling Agreement dated January 28, 2025, which is incorporated by
5 reference in this Settlement Agreement. The Air District shall not take any action to recover
6 civil penalties for NOVs A60657 and A61930.

7 C. The statute of limitations under California Health and Safety Code Section 42302.1 and any
8 other applicable federal, state, or local laws or regulations to object, appeal, or take any other
9 administrative or legal action challenging the Air District’s Permit Correction Notice (issued
10 on September 19, 2023) for Facility ID No. 22474, which is a “Prospective Claim” in the
11 Parties’ Tolling Agreement dated January 28, 2025, expired on or about April 8, 2025. Any
12 and all claims and disputes arising out of or related to the Permit Correction Notice and any
13 Permits to Operate that were issued between June 1, 2019 and July 31, 2024 for Facility ID
14 No. 22474 are hereby fully, completely, and finally forever discharged upon the Effective
15 Date of this Settlement Agreement. Argent cannot and shall not take any action whatsoever
16 to dispute the Permit Correction Notice and any Permits to Operate issued during the
17 aforementioned time period.

18 D. The statute of limitations under California Health and Safety Code Section 42302.1 and any
19 other applicable federal, state, or local laws or regulations to object, appeal, or take any other
20 administrative or legal action challenging the Air District’s denial of Permit Application No.
21 29851 (issued April 9, 2025) expired on May 9, 2025. Any and all claims and disputes
22 arising out of or related to Permit Application No. 29851, which is a “Prospective Claim” in
23 the Parties’ Tolling Agreement dated January 28, 2025, and the Air District’s denial of
24 Permit Application No. 29851 are hereby fully, completely, and finally forever discharged
25 upon the Effective Date of this Settlement Agreement. Argent cannot and shall not take any
26 action whatsoever to dispute the denial of Permit Application No. 29851.

27 E. The statute of limitations under California Health and Safety Code Section 42302.1 and any
28 other applicable federal, state, or local laws or regulations to object, appeal, or file any other

1 administrative or legal action challenging the Air District's 2024 Prioritization Scores (issued
2 on or about July 1, 2024 and re-issued on August 26, 2024) for Facility ID No. 22474 expired
3 on or about January 6, 2025. The 2024 Prioritization Scores are "Prospective Claims" in the
4 Parties' Tolling Agreement signed October 16, 2024, which is incorporated by reference in
5 this Settlement Agreement. Any and all claims and disputes arising out of or related to the
6 2024 Prioritization Scores are hereby fully, completely, and finally forever discharged upon
7 the Effective Date of this Settlement Agreement. Argent cannot and shall not take any action
8 whatsoever to dispute the 2024 Prioritization Scores, but nothing in this Settlement
9 Agreement shall be construed as limiting the ability of Argent to challenge or take other
10 action in connection with future prioritization scores.

11 11. Nothing in this Settlement Agreement shall be construed as limiting the ability of the Air
12 District to take future enforcement action arising out of violations or alleged violations not covered by
13 this Settlement Agreement. Furthermore, nothing in this Settlement Agreement shall be construed as
14 limiting the rights of the Air District to rely on the facts underlying the violations alleged in NOV's
15 A60657 and A61930, and to offer proof thereof, in any such future enforcement action for purposes of
16 demonstrating the frequency of past alleged violations pursuant to California Health and Safety Code
17 section 42403(b)(4) or other applicable provisions of law.

18 12. If any Party to this Settlement Agreement disputes the other Party's compliance with the
19 Settlement Agreement, the following dispute resolution procedures shall apply:

- 20 A. The Party asserting noncompliance shall provide the other Party with written notice and the
21 basis for the alleged noncompliance within ten (10) business days of knowledge of the
22 alleged noncompliance, and the Parties shall meet and confer (virtually, telephonically, or in
23 person) about the alleged noncompliance within fourteen (14) calendar days, or such time
24 thereafter as is mutually agreed upon by the Parties, to attempt to resolve the dispute in good
25 faith.
- 26 B. After the initial meet and confer, the Parties will have thirty (30) days to resolve the dispute,
27 or such time thereafter as is mutually agreed upon in writing. Nothing herein prevents the
28 Parties from agreeing to a longer meet and confer period if agreed to by the Party that

disputed the other Party's compliance in writing.

C. If the Parties are unable to resolve the dispute, a Party may, upon written notice, take action to enforce the terms and obligations of this Settlement Agreement, Attachment 1, and the approved FAMP and QAPP.

13. The failure by a Party to enforce any provision of this Settlement Agreement shall not be construed as a waiver of such provision, nor shall it prevent the Party thereafter from enforcing that provision or any other provision of this Settlement Agreement. The rights and remedies granted to each Party herein are cumulative, and the election of one right or remedy by a Party shall not constitute a waiver of such Party's right to assert all other remedies available to it under this Settlement Agreement or as otherwise provided by law.

14. Unless otherwise specified in this Settlement Agreement, whenever one Party is required to provide notice to the other Party under this Settlement Agreement, the notice shall be provided in writing by first class mail and/or email addressed as follows:

As to the Air District:

Bay Area Air Quality Management District
Omonigho Oiyemhonlan
Assistant Counsel II
375 Beale Street, Suite 600
San Francisco, CA 94105
OOiyemhonlan@baaqmd.gov

As to Argent:

Argent Materials, Inc.
William Crotinger
P.O. Box 24870
Oakland, CA 94623
bill@argentmaterials.com

Either Party may change its contact information for purposes of notices, at any time, by giving notice of such change in conformity with the notice provisions of this paragraph. Notices provided pursuant to this paragraph shall be deemed to be provided and received and are effective upon emailing or five days from mailing, as applicable.

15. This Settlement Agreement binds Argent, and any principals, officers, receivers, trustees, successors and assignees, subsidiary and parent corporations, and the Air District and any successor agency that may have responsibility for and jurisdiction over the subject matter of this Settlement Agreement.

16. The Superior Court of California, County of San Francisco, shall hear any dispute between the Parties arising from this Settlement Agreement.

17. This Settlement Agreement shall be interpreted and enforced in accordance with the laws

1 of the State of California, without regard to California's choice-of-law rules.

2 18. Both Parties have jointly participated in the drafting and reviewing of this Settlement
3 Agreement. Accordingly, the Parties agree that any rule of construction to the effect that any ambiguities
4 are to be resolved against the drafting party shall not be applied in interpreting this Settlement
5 Agreement.

6 19. This Settlement Agreement is not a permit, or a modification of any permit, under any
7 federal, State, or local laws or regulations. Argent is responsible for achieving and maintaining
8 compliance with all applicable federal, State, and local laws, regulations, and permits; and Argent's
9 compliance with this Settlement Agreement shall not be a defense to any action commenced pursuant to
10 any such laws, regulations, or permits. The Air District does not, by its execution of this Settlement
11 Agreement, warrant or aver in any manner that Argent's compliance with any aspect of this Settlement
12 Agreement will result in compliance with any provisions of federal, State, or local laws, regulations, or
13 permits.

14 20. The Parties understand and agree that no provision of this Settlement Agreement shall be
15 interpreted as or constitute a promise, commitment, or requirement that either Party act in contravention
16 of federal, state, local laws or regulations, either substantive or procedural. Nothing in this Settlement
17 Agreement shall be construed to limit or modify the discretion accorded to the Air District under federal,
18 state, local laws and regulations, and no part of this Settlement Agreement shall have precedential value
19 in any legal or administrative proceeding or in any public setting.

20 21. The settlement of the matters covered by this Settlement Agreement without further
21 litigation is fair, reasonable, and in the interests of the Air District, Argent, and the public. The Parties,
22 and each of them, (i) have participated fully in the review and drafting of this Settlement Agreement; (ii)
23 understand and accept all of the terms of this Settlement Agreement; (iii) enter into this Settlement
24 Agreement freely and voluntarily; (iv) have had an opportunity to consult with legal counsel regarding
25 this Settlement Agreement; (v) are fully informed of the terms and effect of this Settlement Agreement;
26 (vi) have agreed to this Settlement Agreement after independent investigation and agree that it was not
27 arrived at through fraud, duress, or undue influence; and (vii) knowingly and voluntarily intend to be
28 legally bound by this Settlement Agreement.

22. All attachments to this Settlement Agreement are incorporated herein by this reference.

23. Each provision of this Settlement Agreement is severable, and in the event that any provision, or part thereof, of this Settlement Agreement is held to be illegal, invalid or unenforceable in any jurisdiction, the remainder of this Settlement Agreement shall remain in full force and effect.

24. This Settlement Agreement constitutes the entire agreement and understanding between the Parties, and it fully supersedes and replaces any and all prior negotiations and agreements of any kind or nature, whether written or oral, between the Parties, concerning the matters covered herein.

25. No agreement to modify, amend, extend, supersede, terminate, or discharge this Settlement Agreement, or any portion thereof, shall be valid or enforceable unless it is in writing and signed by both Parties.

26. The Parties shall bear their own attorneys' fees and costs in connection with the enforcement of this Settlement Agreement and any other legal proceedings arising under the or related to the Settlement Agreement.

27. This Settlement Agreement may be executed in one or more counterparts, each of which shall have the same force and effect as an original, but all of which together shall constitute one and the same instrument. Electronic, facsimile, and photocopied signatures shall be valid signatures.

28. The Effective Date of this Settlement Agreement shall be the date upon which it is fully executed.

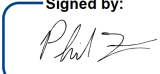
29. Each of the undersigned expressly represents that they are authorized to execute this Settlement Agreement on behalf of, and to bind, the Party for whom they sign below.

* * * * *

So agreed, stipulated and executed:

Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, California 94105

Argent Materials, Inc.
P.O Box 24870
Oakland, CA 94623

Signed by:

By: 98506AF9981D4CC

By: _____

Date: 8/5/2025

Date: _____

Philip M. Fine
Executive Officer/APCO

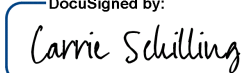
William Crotinger
President

Approved as to Form By:

Approved as to Form By:

Bay Area Air Quality Management
Office of the General Counsel
Alexander G. Crockett
General Counsel
Omonigho Oiyemhonlan
Assistant Counsel II

Hunton Andrews Kurth LLP
50 California Street, Suite 1700
San Francisco, California 94111

DocuSigned by:

By: E2A075DBD0074DF...

By: _____

Date: 8/5/2025

Date: _____

Carrie Schilling for
Alexander G. Crockett
General Counsel

Martin P. Stratte
Partner

1 So agreed, stipulated and executed:

2
3 Bay Area Air Quality Management District
375 Beale Street, Suite 600
4 San Francisco, California 94105

Argent Materials, Inc.
P.O Box 24870
Oakland, CA 94623

5
6 By: _____

By: William Crotinger
William Crotinger (Aug 5, 2025 09:28:49 PDT)

7 Date: _____

Date: August 5, 2025

8 Philip M. Fine
Executive Officer/APCO

William Crotinger
President

9
10 Approved as to Form By:

Approved as to Form By:

11 Bay Area Air Quality Management
12 Office of the General Counsel
Alexander G. Crockett
13 General Counsel
Omonigho Oiyemhonlan
14 Assistant Counsel II

Hunton Andrews Kurth LLP
50 California Street, Suite 1700
San Francisco, California 94111

15
16 By: _____

By: 

17 Date: _____

Date: August 5, 2025

18 Alexander G. Crockett
19 General Counsel

Martin P. Stratte
Partner

ATTACHMENT 1: Fenceline Air Monitoring System Specification Sheet and the Minimum Requirements for the Fenceline Air Monitoring (“FAMP”) and Quality Assurance Project Plan (“QAPP”)

I. Fenceline air monitoring system requirements:

- a. Deployment of continuous particulate matter (“PM”) monitors that meet the specifications below with a minimum of four (4) PM monitors installed on or near the fenceline of Argent’s location at 8501 San Leandro Street and five (5) PM monitors installed on or near the fenceline at Argent’s location at 8300 Baldwin Street. The final number and location of the PM monitors must be approved by the Air District prior to installation.
- b. Deployment of at least one meteorological monitor that meets the specifications below at one of the PM monitoring locations identified in subsection (a) above in an area of unobstructed airflow and representative of facility-wide meteorological conditions assessed by one to five years of hourly wind speed and wind direction data from a nearby station. The location of the meteorological monitor must be approved by the Air District prior to installation.
- c. The fenceline air monitoring system will operate continuously for a minimum of three consecutive years pursuant to the Settlement Agreement.

II. Continuous PM monitors used for fenceline air monitoring at Argent must meet the following specifications:

- a. Must be capable of measuring the following parameters on a continuous basis:
 1. PM₁₀ concentration in $\mu\text{g}/\text{m}^3$
 2. PM_{2.5} concentration in $\mu\text{g}/\text{m}^3$
 3. Temperature
 4. Relative Humidity
- b. Must utilize an optical particle counter (OPC) for measurement PM₁₀.
- c. May utilize an OPC or nephelometer-type sensor for measurement of PM_{2.5}.
- d. Must be capable of measuring the parameters list in (1) above at a 1-min resolution.
- e. Must be capable of reporting real-time data.

III. A meteorological monitor will be used to complement the fenceline air monitoring system at Argent and must meet the following specifications:

- a. Must be capable of measuring the following parameters on a continuous basis:
 - i. Temperature
 - ii. Relative Humidity
 - iii. Wind speed
 - iv. Wind direction

- v. Barometric Pressure
- b. Must be capable of measuring the parameters list in subsection (a) above at a 1-min resolution.
- c. Must be capable of reporting real-time data.

IV. Data acquisition and management systems utilized must include the following capabilities:

- a. Data and metadata from all PM and meteorological monitors must be collected, reviewed, validated, and retained by Argent for at least 36 months from the date the monitoring study concludes pursuant to paragraph 5(E) of the Settlement Agreement or as determined by the Air-District-approved FAMP and QAPP.
- b. The Air District will provide the specific requirements for the collection and retention of air monitoring and meteorological data and metadata. The Fenceline Air Monitoring Plan (“FAMP”) and Quality Assurance Project Plan (“QAPP”) for the Air-District-approved fenceline air monitoring system at 8300 Baldwin Street and 8501 San Leandro Street shall comply with the specific requirements provided by the Air District. See Section VI below.

V. Additional considerations in choosing between specific manufacturers include whether the monitors:

- a. can be powered by solar panels or only by line power;
- b. are easily installed on existing infrastructure;
- c. require significant or frequent maintenance;
- d. come with manufacturer service agreements or warranty for maintenance, repair, or calibration; and
- e. can be integrated into manufacturer cloud-based data storage and visualization products

VI. Data Reporting Parameters

- a. Commencing with the installation and operation of the approved fenceline air monitoring system at 8501 San Leandro Street, Argent shall collect all data and metadata from the fenceline air monitoring system on a continuous basis for all monitoring systems with cloud-based data recording and archiving capabilities. Data collection shall include 1-minute and 5-minute averages.
- b. Commencing with the installation and operation of the approved fenceline air monitoring system at 8501 San Leandro Street, reporting of real-time 1-minute average and 5-minute data for: (i) PM2.5 and PM10, (ii) meteorological data, and (iii) upwind/downwind analysis shall be made available on a password protected

website. Argent shall provide the Air District with access to this website for 1-minute and 5-minute data review and visualization. The Air District shall retain full access to this website for the entire period described in paragraph 5 of the Settlement Agreement.

- c. Commencing with the installation and operation of the approved fenceline air monitoring system at 8300 Baldwin Street, reporting of real-time 1-minute average and 5-minute data for: (i) PM2.5 and PM10, (ii) meteorological data, and (iii) upwind/downwind analysis shall be made available on a password protected website. Argent shall provide the Air District with access to this website for 1-minute and 5-minute data review and visualization. The Air District shall retain full access to this website for the entire period described in paragraph 5 of the Settlement Agreement.
- d. Three months after section V(b), Argent shall report real-time data of 1-hour averaged measurements for PM2.5, PM10, and meteorological parameters on a publicly accessible website.
- e. Three months after section V(c), Argent shall report real-time data of 1-hour averaged measurements for PM2.5, PM10, and meteorological parameters on a publicly accessible website.
- f. The parties shall meet and confer about aspects of the data visualization and accessibility on the public website to ensure clarity and context for the public before Argent begins reporting data from the fenceline monitoring system at 8501 San Leandro Street and 8300 Baldwin Street under sections V(d) and V(e) to a publicly accessible website. If requested by the Air District, Argent agrees to consider reporting data on the publicly accessible website on less than 1-hour averaged measurements.

VII. Fenceline Air Monitoring Plan and Quality Assurance Documentation

- a. The Air District shall provide Argent with the minimum requirements for information to be documented in the Fenceline Air Monitoring Plan (“FAMP”) and QAPP for the fenceline air monitoring system at 8300 Baldwin Street and 8501 San Leandro Street. The minimum requirements for the FAMP and QAPP shall address, but are not limited to, the following: the purpose of the monitoring and associated data quality needs and instrument capabilities; the types of monitors to be deployed including the number and location of PM monitors and meteorological monitor; the operation of the fenceline air monitoring system including the maintenance and quality assurance and quality control activities; the data and metadata collection, validation, and retention; the data analysis and reporting; and an implementation steps/schedule as shown in sample table below.

- b. Argent shall prepare and submit a FAMP and QAPP in accordance with subsection (a) above and U.S. EPA guidelines for review and approval by the Air District prior to installing and operating the fenceline air monitoring system at 8501 San Leandro Street and 8300 Baldwin Street.

Sample Implementation Steps and Schedule Table

Step No.	Description	Timeline
1	Argent submits proposed air monitoring and meteorological instrument selection to Air District for review and approval	Date of settlement agreement + 14 days
2	Air District approves proposed air monitoring and meteorological instrument selection	
3	Air District provides Argent with minimum requirements for the FAMP and QAPP	
4	Argent submits draft FAMP and QAPP to Air District for review and approval	Within xx days of later of Air District approval of instrumentation or Air District specific requirements for FAMP and QAPP
5	Air District reviews draft FAMP and QAPP, provides comment and suggested revisions	
6	Argent adequately addresses Air District comments and suggested revisions on the FAMP and QAPP and resubmits final draft to Air District	Within xx days of receiving Air District comments on the initial submittal
7	Air District reviews and approves final draft of FAMP and QAPP	
8	Argent installs and tests air monitoring and meteorological instruments at 8501 San Leandro Street	Duration estimate of xx days after District FAMP and QAPP approval
9	Argent begins official operations of the air monitoring and meteorological monitor consistent with FAMP and QAPP, and reporting data to Air District accessible website at 8501 San Leandro Street	Date operations commence pursuant to any authorization issued under Permit Application No. 729952
10	Air District and Argent coordinate, design, and agree on data reporting, visualization, and supporting contextual language for the publicly accessible website for the 8501 San Leandro Street data.	During the 3 months following the official start of monitoring defined in step 9
11	Data from air monitoring and meteorological instruments at 8501 San Leandro Street begins reporting real-time data to publicly accessible website	Date operations commence pursuant to any authorization issued under Permit Application No. 729952 + 90 days
12	Argent installs and tests air monitoring and meteorological instruments at 8300 Baldwin Street	At any time to meet the deadline described in step 13.
13	Air monitoring and meteorological instruments operating	Must start within 180 days of

	consistent with FAMP and QAPP and reporting data to Air District accessible website at 8300 Baldwin Street	Step 9.
14	Air District and Argent coordinate, design, and agree on data reporting, visualization, and supporting contextual language for the publicly accessible website for the 8300 Baldwin Street data.	During the 3 months following the official start of monitoring defined in step 13
14	Data from air monitoring and meteorological instruments at 8300 Baldwin Street begins reporting real-time data to publicly accessible website	Step 13 + 90 days
15	Air monitoring and meteorological instruments from 8501 San Leandro Street and 8300 Baldwin Street continue to operate and report data to publicly available website for 3 years after the beginning of air monitoring at 8300 Baldwin Street	Step 13 + three years