

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

Conservation Law Foundation, Inc.,)	
)	
Plaintiff,)	
)	
v.)	Case No. 3:21-cv-00201-SRU
)	
All-Star Transportation, LLC,)	
)	
Defendant.)	
)	

CONSENT DECREE

WHEREAS, Plaintiff Conservation Law Foundation (“CLF” or “Plaintiff”) filed this “citizen suit” on February 18, 2021 against All-Star Transportation, LLC (“All-Star” or “Defendant”);

WHEREAS, CLF is a non-profit environmental organization incorporated and headquartered in Massachusetts;

WHEREAS, All-Star is a school transportation services company operating in the State of Connecticut;

WHEREAS, CLF alleges All-Star violated the Clean Air Act, 42 U.S.C. §§ 7401, et seq. (“CAA” or “Act”) and certain requirements of the Connecticut State Implementation Plan relating to motor vehicle idling limits, and seeks civil penalties, injunctive relief, and Plaintiff’s attorneys’ fees and costs of litigation;

WHEREAS, CLF and All-Star (collectively the “Parties”) have negotiated this Consent Decree in good faith and at arm’s length, and agree that the settlement of this action (the “Action”)

through this Consent Decree without further litigation is in the public interest, and is a fair, reasonable, and appropriate means of resolving all claims in the Action;

WHEREAS, the Parties anticipate that this Consent Decree will achieve valuable public health and environmental benefits by improving air quality in the State of Connecticut;

WHEREAS, CLF and All-Star each consent to the entry of this Consent Decree without further trial, argument, or appeal; and

WHEREAS, pursuant to 42 U.S.C. § 7604(c)(3), this Consent Decree is being forwarded to the United States Department of Justice and to the United States Environmental Protection Agency (“EPA”) for the forty-five (45) day review period mandated by the CAA.

NOW, THEREFORE, without the adjudication or admission of any issue of fact or law except as provided in Part I (Jurisdiction and Venue), below, and with the consent of the Parties,

IT IS HEREBY ADJUDGED, ORDERED AND DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction to enter and enforce this Consent Decree under the Clean Air Act and as disposition of a federal question.

2. Venue properly lies in this Court and judicial district pursuant to 42 U.S.C. § 7604(c)(1) and 28 U.S.C. § 1391(b).

3. CLF gave All-Star notice by a letter (the “Notice Letter”) of the violations alleged in the Complaint more than sixty (60) days prior to commencement of this lawsuit. Copies of the Notice Letter were also mailed to the Administrator of the EPA, the Regional Administrator of the EPA for Region 1, the Connecticut Department of Energy & Environmental Protection (“CT DEEP”), and the DOJ Citizen Suit Coordinator. Neither EPA nor CT DEEP commenced any action prior to Plaintiff’s filing of the Complaint.

4. Solely for the purposes of this Consent Decree and the underlying Complaint, and any action to enforce this Consent Decree, All-Star consents to this Court's jurisdiction and to venue in this judicial district. All-Star further consents to and shall not challenge entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree. Except as expressly provided for herein, this Consent Decree shall not directly create any rights in or obligations of any Party other than the Parties to this Consent Decree.

5. This Court shall retain jurisdiction over this case until the Termination Date for the purpose of resolving disputes arising under this Consent Decree or entering orders modifying this Consent Decree, pursuant to Sections XI (Dispute Resolution) and XV (Modification) or effectuating or enforcing compliance with the terms of this Consent Decree.

II. APPLICABILITY

6. Upon the Effective Date, the obligations of this Consent Decree shall apply to, and be binding upon, CLF and All-Star, and any successors or assigns.

7. In any action to enforce this Consent Decree, All-Star shall not raise as a defense the failure by any of its officers, directors, employees, or agents to take any actions necessary to comply with the provisions of this Consent Decree.

III. DEFINITIONS

8. Terms used in this Consent Decree that are defined in the CAA or in regulations promulgated by EPA or CT DEEP pursuant to the Act shall have the meanings assigned to them in the Act or such regulations as of the Effective Date, unless otherwise provided in this Consent Decree. All references to a duration of "day" shall be calendar days and calculated pursuant to Rule 6(a) of the Federal Rules of Civil Procedure, unless otherwise specified. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

a. “Commercially Reasonable Efforts” shall include but are not limited to sending clients: i) current information on the benefits of Electric Vehicles (e.g., environmental, health, and financial benefits), and ii) a summary of state statutes and regulations in each New England state regarding Electric Vehicles, including Ct. Gen. Stat. § 22a-201d (requiring all Connecticut school districts to use only zero-emission school buses in environmental justice communities by 2030 and statewide by 2040) and Me. Rev. Stat. Ann. tit. 20-A, § 5401 (pushing for 75% of all new school buses to be electric by 2035).

b. “Connecticut Idling Regulation”: Regulations of Connecticut State Agencies § 22a-174-18(b)(3)(C)(i-vii).

c. “Effective Date”: The date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court’s Docket.

d. “Electric Vehicle”: An electric school bus that has zero tailpipe emissions and that is built to comply with Federal Motor Vehicle Safety Standards (FMVSS) to transport students to and from school or school-related events.

e. “New England”: The region comprised of Connecticut, Rhode Island, Massachusetts, Maine, New Hampshire, and Vermont.

f. “Terminals”: All-Star terminals: (1) Seymour Terminal, 591 North Main Street, Seymour, CT 06483; (2) New Milford Terminal, 7 Dodd Road, New Milford, CT 06776; (3) Brookfield Terminal, 25 Old Gray’s Bridge Road, Brookfield, CT 06804; and (4) Waterbury Terminal, 146 Huntingdon Avenue, Waterbury, CT 06708.

g. “Termination Date”: The Date on which the Consent Decree term ends, which is five (5) years after the Effective Date.

h. “Unlawful Idling”: A vehicle operates for more than three (3) consecutive minutes when such vehicle is not in motion, absent the application of one or more of the seven (7) regulatory exceptions under Regulations of Connecticut State Agencies § 22a-174-18(b)(3)(C)(i-vii).

IV. COMPLIANCE MEASURES

9. All-Star shall comply with the Connecticut Idling Regulation.

A. Anti-idling policy

10. All-Star shall review and, if necessary, revise All-Star’s anti-idling policy for the Terminals to conform to the Connecticut Idling Regulation.

11. All-Star shall add to its anti-idling policy:

a. EPA’s and/or the New England states’ references to the negative health effects of idling and vehicle exhaust, including those related to children; and

b. Strategies for idling cessation and use of idling cessation technologies.

12. CLF shall have the opportunity to review and comment on All-Star’s anti-idling policy referenced in paragraphs 10–11.

13. All-Star shall include its anti-idling policy in its employee handbook for the Terminals within sixty (60) days of the Effective Date. All-Star’s updated employee handbook shall be distributed to all operators and supervisors at the Terminals via either email or in print within sixty (60) days of its revision.

14. All-Star shall require all new operators and supervisors at the Terminals to acknowledge, in writing, receipt of All-Star's revised employee handbook and understanding of the anti-idling policy set forth therein.

15. All-Star shall translate its anti-idling policy and related materials into different languages at the Terminals for personnel who have limited English proficiency.

B. Signage and Communications

16. All-Star shall post "No Idling" signs that (1) state the regulatory idling limits at the Terminals and (2) are clearly visible to All-Star's operators.

17. All-Star shall place anti-idling stickers on the dashboard of All-Star vehicles located at the Terminals.

18. All-Star shall remove from its anti-idling signs any provisions that allow for idling in violation of the Connecticut Idling Regulation.

19. CLF shall have the opportunity to review and comment on the content of anti-idling signage and stickers prior to All-Star purchasing such signage and stickers.

20. All-Star shall provide reminders once per week to all of its operators at the Terminals regarding the anti-idling policy during safety briefings or other operator communications.

C. Training

21. All-Star shall develop an anti-idling training program at the Terminals that will include discussion of

- a. The Connecticut Idling Regulation;
- b. Relevant exceptions to the regulation;

c. Strategies for avoiding Unlawful Idling, including the elimination of unnecessary idling during pre- and post-trip inspections, while loading and unloading passengers, and excessive heating or cooling during cold or hot weather; and;

d. EPA's and/or the New England states' references to the negative health effects of idling and vehicle exhaust, including those related to children.

22. All-Star shall train all of its new operators at the Terminals on the anti-idling policy within forty-five (45) days of hiring. All-Star shall also require all vehicle operators to receive anti-idling training four times per year. Each training must be at least 15 minutes long.

23. All-Star shall require operators who Unlawfully Idle to attend additional anti-idling training and shall monitor such operators for at least one week following the Unlawful Idling event.

24. All-Star shall offer additional anti-idling training upon request by an operator or supervisor.

25. All-Star shall conduct and communicate its anti-idling training in a manner that All-Star employees at the Terminals will be able to understand. All-Star shall translate its anti-idling policy and related materials into languages for personnel who have limited English proficiency.

D. Electric Vehicles

26. All-Star shall cause four (4) new Electric Vehicles, excluding Electric Vehicles that are in operation or already purchased as of the Effective Date, to be put into service in New England by December 31, 2028, including all necessary installations and upgrades to the electric charging station infrastructure to support the operation of the four (4) Electric Vehicles. In addition to adding four (4) new Electric Vehicles by December 31, 2028, All-Star will, in good faith, use all Commercially Reasonable Efforts to keep all current Electric Vehicles that are in operation in

service within New England, including all necessary installations and upgrades to the electric charging station infrastructure.

27. In addition to the four (4) new Electric Vehicles subject to paragraph 26, All-Star shall cause an additional two (2) new Electric Vehicles, excluding Electric Vehicles that are in operation or already purchased as of December 31, 2028, to be put into service in New England by December 31, 2029, including all necessary installations and upgrades to the electric charging station infrastructure to support the operation of the two Electric Vehicles. In addition to adding the four (4) new Electric Vehicles subject to paragraph 26 and the two (2) Electric Vehicles subject to this paragraph, All-Star will, in good faith, use all Commercially Reasonable Efforts to keep all currently operating Electric Vehicles in service within New England, including all necessary installations and upgrades to the electric charging station infrastructure.

28. All-Star shall submit to the Court and CLF two written reports:

a. The first report shall be due by January 1, 2029 and describe the status of the 4 Electric Vehicles as referenced in paragraph 26.

b. The second report shall be due by January 1, 2030 and describe the status of the 2 additional Electric Vehicles as referenced in paragraph 27.

29. If an Electric Vehicle is taken out of operation, All-Star must submit to CLF a status report that includes: the reasons for taking said Electric Vehicle out of operation; a description of the Commercially Reasonable Efforts that All-Star employed to keep the Electric Vehicle in operation; and a plan to put the Electric Vehicle back into operation. The status report shall be due 60 days after an Electric Vehicle is taken out of operation.

30. Any public statement made by All-Star, but excluding statements made by any All-Star customer or school district, in any press release, oral or written material promoting All-Star's

environmental or charitable practices or record, or All-Star's Annual Reports that refers to All-Star's payment or other financial obligations under this Section shall include the following language: "Purchases were made, in part, pursuant to the settlement of a Clean Air Act enforcement suit brought by Conservation Law Foundation."

E. Emission Reduction Systems

31. All-Star shall continue to install GPS-based technology and anti-idling tracking capabilities, including but not limited to those offered by Zonar Systems, Inc., on all non-Electric Vehicles within ninety (90) days after the Consent Decree's Effective Date. All-Star shall continue to ensure that such equipment is installed on all new vehicles that are purchased.

32. All-Star shall operate and maintain a diesel particulate filter that complies with federal regulations on every diesel bus at the Terminals within thirty (30) days after the Consent Decree's Effective Date.

V. COMPLIANCE MONITORING

A. Anti-Idling Managers

33. All-Star shall designate one employee at each of the Terminals to be an "anti-idling manager," whose role will include monitoring and enforcing All-Star's compliance with the Connecticut Idling Regulation.

34. All-Star's anti-idling managers will conduct unannounced walkthroughs and vehicle checks at the Terminals at least three times per week during periods when vehicles are starting up or when idling is known or suspected to occur.

35. All-Star anti-idling managers shall continue to use the GPS-based technology and anti-idling tracking capabilities, including but not limited to those offered by Zonar Systems, Inc., to track idling by operators by:

a. All-Star anti-idling managers shall receive and review emails and alerts of idling from the GPS-based technology and anti-idling tracking capabilities, including but not limited to those offered by Zonar Systems, Inc., when an operator idles for more than three minutes and investigate the reason(s) for idling and discipline noncompliant operators; and

b. All-Star anti-idling managers shall review the idling reports generated by the GPS-based technology and anti-idling tracking capabilities, including but not limited to those offered by Zonar Systems, Inc., at least once a week and provide additional anti-idling training to noncompliant operators.

36. All-Star's anti-idling managers shall communicate All-Star's anti-idling policy to All-Star's operators and operators at the Terminals, and if any operator is found to have engaged in Unlawful Idling for a reason not listed as a permissible exception under the Connecticut Idling Regulation, the anti-idling manager shall immediately communicate to the operator that such idling must stop and or shut off the vehicle, if the anti-idling manager's investigation demonstrates that it is safe to do so.

37. In cases where an operator is absent from an idling bus at the Terminals, All-Star's anti-idling managers shall investigate and shut off buses found idling without a clear need for such idling (e.g., maintenance), if the anti-idling manager's investigation demonstrates that it is safe to do so.

38. Instances of Unlawful Idling at the Terminals shall be documented by All-Star's anti-idling managers and such records must be maintained through the Termination Date.

VI. COMPLIANCE REPORTING

39. At the beginning of every quarter of the calendar year, but in any event not later than April 15, July 15, October 15, and January 15 (“Reporting Date”), and beginning with the first full quarter after the Effective Date, All-Star must provide and send an “idling report” to CLF for each of the Terminals. If any Reporting Date falls on a Saturday, Sunday, or federally recognized holiday, the Reporting Date will be extended to the next business day. The idling report shall include any incidents or occurrences of idling over three minutes and whether such idling was pursuant to a recognized regulatory exception, including instances of idling recorded by supervisors, operators, EPA, CT DEEP, or GPS-based technology and anti-idling tracking capabilities, like those offered by Zonar Systems, Inc. *See* Regulations of Connecticut State Agencies § 22a-174-18(b)(3)(C)(i-vii).

40. If All-Star fails to submit quarterly, idling reports to CLF as set forth in paragraph 39, All-Star shall pay a \$1,000 per week late fee to the Air Quality Improvement Project recipient as discussed in Section VIII (Supplemental Payments) below.

VII. AIR QUALITY IMPROVEMENT PROJECT

41. All-Star shall pay a total of \$300,000 to R.A.C.C.E. Inc., a 501(c)(3) non-profit organization in Connecticut, that shall implement the Air Quality Improvement Project pursuant to the terms provided in Exhibit A, payable over three (3) years beginning on July 1, 2025.

42. Payments made to the Air Quality Improvement Project recipient, R.A.C.C.E. Inc., shall not be tax deductible by All-Star, any successors, assigns, parent companies or affiliated entities.

43. The Air Quality Improvement Project recipient, R.A.C.C.E. Inc., shall submit to CLF annual status reports due each year on the annual anniversary of each of All-Star’s three

payment deadlines as referenced in paragraph 41 while the recipient spends such funds. The status report shall include:

- a. description of activities completed to date and related expenditures of funds;
- and
- b. a discussion of any anticipated changes to the scope or timeline of the Air Quality Improvement Project.

VIII. SUPPLEMENTAL PAYMENTS

44. All-Star shall accrue supplemental payments for Unlawful Idling at the Terminals in violation of the Connecticut Idling Regulation, Regulations of Connecticut State Agencies § 22a-174-18(b)(3)(C)(i-vii), as follows:

- a. \$50 per vehicle per occurrence for 1 to 5 minutes of Unlawful Idling in excess of 3 minutes.
- b. \$75 per vehicle per occurrence for 6 to 10 minutes of Unlawful Idling in excess of 3 minutes.
- c. \$100 per vehicle per occurrence for 11 to 30 minutes of Unlawful Idling in excess of 3 minutes.
- d. \$200 per vehicle per occurrence for 31 to 60 minutes of Unlawful Idling in excess of 3 minutes.
- e. \$500 per vehicle per occurrence for more than 60 minutes of Unlawful Idling in excess of 3 minutes.

45. All-Star shall be liable for supplemental payments for failure to comply with the Compliance Measures, Compliance Monitoring, and Compliance Reporting provisions of this Consent Decree as follows:

- a. Failure to perform walkthroughs or to document walkthroughs: \$50 per day;
- b. Failure to install or maintain anti-idling signs, notices, posters, or stickers at Terminals or in buses: \$1,000 per month;
- c. Failure to meet training requirements: \$500 per driver;
- d. Failure to retain documentation at facilities: \$1,000 per request; and
- e. Failure to provide quarterly reports: \$1,000 per week.

46. These supplemental payments shall be paid to the Air Quality Improvement Project recipient, R.A.C.C.E. Inc. within forty-five (45) days of the quarterly idling report being submitted to CLF. Supplemental payments shall not be tax deductible by All-Star, any successors, assigns, parent companies or affiliated entities.

IX. COSTS OF LITIGATION

47. Consistent with 42 U.S.C. § 7604(d), All-Star shall cause the following payments to be made to CLF, which shall fully and finally resolve all claims in the Action for attorneys' fees, costs, and/or other expenses:

- a. \$119,460 U.S. dollars within ninety (90) days of the Consent Decree's Effective Date; and
- b. \$242,540 U.S. dollars by July 1, 2025.

X. FORCE MAJEURE

48. "Force Majeure" is defined as any event arising from causes beyond the control of All-Star, their contractors, or any entity controlled by All-Star that causes a delay or impediment to performance in complying with any obligation under this Consent Decree despite All-Star's reasonable efforts to fulfill the obligation. Force Majeure events shall include, but are not limited to: war or violent uprising, acts of terrorism, natural disasters, labor strikes, transport delays, civil

unrest, a declared state of emergency, public health concerns, a declared pandemic and/or epidemic, and shortages impacting the zero emissions vehicle, zero emissions vehicle fuel, or Electric Vehicle charging markets that are beyond All-Star's control and render All-Star unable to secure equipment, supplies, or other materials as part of its purchase of Electric Vehicles described in Section IV(D). Force Majeure events shall include, but are not limited to: war or violent uprising, acts of terrorism, natural disasters, labor strikes, transport delays, civil unrest, a declared state of emergency, public health concerns, a declared pandemic and/or epidemic, and shortages impacting the zero emissions vehicle, zero emissions vehicle fuel, or Electric Vehicle charging markets that are beyond All-Star's control and render All-Star unable to secure equipment, supplies, or other materials as part of its purchase of Electric Vehicles described in Section IV(D). An increase in costs, a change in financial circumstances, or All-Star's economic inability to comply are not Force Majeure events.

49. If any event occurs or has occurred that may delay or prevent compliance with the performance of any obligation under this Consent Decree, as to which All-Star intends to assert a claim as an event of Force Majeure, All-Star shall provide written notice to CLF of such claim, as soon as practicable but no later than thirty (30) days following the date All-Star first had notice that the claimed Force Majeure event may cause such delay or impediment and give rise to a claim of Force Majeure. Upon providing notice of Force Majeure, CLF shall have the right to request all necessary documentation explaining the potential delay. If requested, All-Star shall have five business days from the date of the request to provide such documentation. If All-Star requests an extension of any deadline in this Consent Decree, CLF shall have the right to grant all or part of the extension request. CLF will not unreasonably withhold or condition an extension. All-Star's time for performance of the obligations under this Consent Decree that are affected by the Force

Majeure will be extended as necessary to complete those obligations, or the obligations will be eliminated if performance is no longer possible.

XI. DISPUTE RESOLUTION

50. If CLF has reason to believe that there is a violation of this Consent Decree, CLF may request that the Parties meet and confer for the purpose of determining whether a violation has occurred and developing a mutually agreed upon plan, including implementation dates, to resolve the dispute.

51. The Parties agree to work together in good faith to resolve all disputes before bringing such disputes before this Court.

52. If the meet and confer anticipated in paragraph 50 does not resolve the dispute and result in a mutually agreed upon plan or All-Star does not respond to CLF's request for a meet and confer within fourteen (14) days, CLF shall be entitled to bring the dispute before this Court for resolution.

53. The Court shall retain jurisdiction over this case until the Termination Date to enforce or modify the terms and conditions of the Consent Decree. The parties further agree to seek that Judge Robert A. Richardson be assigned to resolve any disputes arising hereunder.

XII. EFFECT OF SETTLEMENT

54. All-Star does not admit any liability arising out of or related to the allegations set forth in CLF's Complaint.

55. Entry of this Consent Decree shall resolve any and all claims, causes of action, or liability arising under the CAA and/or Connecticut state law brought by CLF against All-Star for damages, penalties, fines, injunctive relief, past and future attorney's fees, past and future costs, or any other claim or relief relating to the violations that were alleged, or could have been alleged,

in the Complaint or in this action; CLF covenants not to sue, releases, and forever discharges All-Star, and any successors or assigns, from all such claims, causes of action, or liabilities arising on or before the Effective Date.

56. CLF covenants not to sue and shall not bring any claim, cause of action, or suit against All-Star for any alleged violations in the State of Connecticut of the same nature or type as those described in the Complaint that occur prior to termination of the Consent Decree pursuant to Section XII; CLF's exclusive remedy and recourse for any such claims against All-Star, or other claims related to idling of All-Star's vehicles in the State of Connecticut, after the Effective Date and prior to termination of the Consent Decree pursuant to Section XII, shall be through the Supplemental Payments and Compliance Reporting sections described in this Consent Decree, subject to the outcome of any dispute resolution process.

57. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party that is not a party to this Consent Decree.

XIII. NOTICES

58. Unless otherwise provided herein, whenever notifications, submissions, or communications are required by the Consent Decree, they shall be made in writing and addressed as follows:

For Plaintiff:

Ruby Verbitsky
Paralegal, Clean Air and Water
Conservation Law Foundation, Inc.
62 Summer Street
Boston, MA 02110
Tel: 617-850-1731
rverbitsky@clf.org

For Defendant:

Jonathan R. Shulan, Esq.
101 South Hanley Road, Suite 600

St. Louis, MO 63105-3435
Tel: 314-241-1800
jonathan.shulan@dentons.com

With a copy to:

All-Star Transportation, LLC
Attn: Steve Gardner
146 Huntingdon Avenue
Waterbury, Connecticut 06708

XIV. EFFECTIVE DATE & TERMINATION

59. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's Docket.

60. The Consent Decree shall terminate five (5) years after the Effective Date. The term of this Consent Decree begins on the Effective Date and ends on the Termination Date.

XV. MODIFICATION

61. The terms of this Consent Decree may be modified only by a subsequent written agreement signed by the Parties. Where the modification constitutes a material change to any term of this Consent Decree, it shall be effective only upon approval by the Court.

XVI. SIGNATORIES/SERVICE

62. Each undersigned representative of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.

XVII. INTEGRATION

63. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree

and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein.

XVIII. FINAL JUDGMENT

64. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the Plaintiff and Defendant.

SIGNATURE PAGE

Conservation Law Foundation, Inc.

By:  Date: 4/17/2025

Heather A. Govern, Esq.
Vice President, Clean Air and Water
Conservation Law Foundation, Inc.
62 Summer Street
Boston, MA 02110

All-Star Transportation, LLC

By:  Date: 4/17/2025

Steve Gardner
General Manager
All-Star Transportation, LLC
146 Huntingdon Avenue
Waterbury, Connecticut 06708

Dated and entered this 5th day of June, 2025.


United States District Court Judge

EXHIBIT A

AIR QUALITY IMPROVEMENT PROJECT DESCRIPTION

Implementing Organization: R.A.C.C.E. Inc. (Radical Advocates for Cross-Cultural Education)

Project Funds: \$300,000

Project Description:

The Air Quality Improvement Project implemented by R.A.C.C.E. Inc. shall enhance ambient air quality monitoring of pollutants at locations throughout Waterbury, which is an Environmental Justice Community under Ct. Gen. Stat. § 22a-20a. R.A.C.C.E. Inc. will install and maintain stationery and mobile air quality monitors indoors and outdoors that measure harmful air pollutants, including particulate matter, volatile organic compounds, nitrogen dioxide, and carbon dioxide. The data will be publicly accessible on R.A.C.C.E. Inc.'s website.

Implementation of the project will include the following components:

- a. the purchase of air quality monitoring devices;
- b. outreach to appoint members of the research team;
- c. training of such members;
- d. trial monitoring;
- e. troubleshooting sites and systems;
- f. collection of air quality data;
- g. launch of public-facing portal and air quality alert system;
- h. public education forums and data walks;
- i. air monitoring and video diaries with researchers;
- j. community-wide-forums focusing on initial air monitoring results with researchers

presenting data and engaging with their peers to strategically plan how best to use new data;

k. meeting with local department of health officials and state officials at CT DEEP;
and

l. creation and publication of local standards for green space usage or creation, economic development planning, and clean transportation planning that fully accounts for localized air quality data.

Projected Air Quality Benefits:

Enhanced air monitoring in Waterbury will provide air quality and public health benefits, which include:

- a. an assessment of local air quality;
- b. identification of areas with highest air pollution levels;
- c. air pollution data for the community that will be publicly accessible;
- d. information on air quality trends;
- e. data for the evaluation of green space usage or creation, economic development planning, and clean transportation planning that fully accounts for localized air quality data;
- f. addressing the gaps in air quality data for neighborhoods that have a high density of families living in poverty and families of color; and
- g. support for research, including studies of the health effects of air pollution.