EXHIBIT 1

UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND

CONSERVATION LAW FOUNDATION, INC. Plaintiff, v. SIMS GROUP USA CORPORATION; SIMS GROUP USA HOLDINGS CORPORATION; SMM NEW ENGLAND CORPORATION, Defendants.	Case No. 1:24-CV-00520

CONSENT DECREE

WHEREAS, Plaintiff Conservation Law Foundation ("CLF" or "Plaintiff") filed this action on December 10, 2024, against Sims Group USA Corporation, Sims Group USA Holdings Corporation, and SMM New England Corporation (collectively, "Defendants," or "Sims");

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

WHEREAS, Defendant SMM New England Corporation ("Sims NEC") owns and operates metal recycling facilities at 242 Allens Avenue in Providence, Rhode Island (the "242 Allens Facility"); 278 Allens Avenue in Providence, Rhode Island (the "278 Allens Facility"); and 15-17 Green Earth Avenue in Johnston, Rhode Island (the "Johnston Facility") (collectively, the "Facilities");

WHEREAS, Defendants Sims Group USA Corporation and Sims Group USA Holdings Corporation represent that they do no business, and operate no metal recycling facilities, in Rhode Island;

WHEREAS, Defendants are affiliated companies, they may assign and apportion their rights and obligations under this Consent Decree amongst themselves; but the failure of one Defendant to comply with any of the obligations set forth in this Consent Decree does not relieve any other Defendant of its obligations herein;

WHEREAS, CLF alleged Defendants violated the Clean Water Act, 33 U.S.C. §§ 1251 *et seq.* ("CWA" or "Act"), and Rhode Island's 2019 and 2024 Multi-Sector General Permits (collectively, the "MSGPs") and sought civil penalties, injunctive relief, and Plaintiff's attorneys' fees and costs of litigation;

WHEREAS, CLF and Defendants (collectively, the "Parties") have negotiated this Consent Decree in good faith and at arm's length, and agree that the settlement of the above-captioned 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 support valuable public health and environmental interests in improving water quality in Rhode Island;

WHEREAS, CLF and Defendants consent to the entry of this Consent Decree without further trial, argument, or appeal; and

WHEREAS, pursuant to 33 U.S.C. § 1365(c)(3), the Parties sent a copy of this Consent Decree to the United States Attorney General and to the Administrator of the United States Environmental Protection Agency ("EPA") forty-five (45) days prior to entry of this Order.

NOW, THEREFORE, without the adjudication or admission of any issue of fact or law except as provided in Section 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 Water Act, 33 U.S.C. § 1365(a)(1)(A).

2. Venue properly lies in this Court and judicial district pursuant to 33 U.S.C. § 1365(c)(1) and 28 U.S.C. § 1391(b), because the Complaint alleges violations to have occurred in this district, and the Defendant conducts business in this district.

3. CLF gave Defendants 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 Rhode Island Department of Environmental Management ("RIDEM"), and the DOJ Citizen Suit Coordinator. Neither EPA nor RIDEM commenced any action prior to Plaintiff's filing of the Complaint.

4. For the purposes of this Consent Decree and this Action, including any action to enforce this Consent Decree, the Parties consent to this Court's jurisdiction and to venue in this judicial district. The Parties further consent to and shall not challenge entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree. 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 regarding Dispute Resolution and Modification

(Sections XI and XV), or for the purpose of 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, the Parties, including any successors, assigns, or other entities or persons otherwise bound by law, provided, however, that Defendant Sims NEC hereby agrees that it will be bound to perform those Compliance Monitoring obligations set out in Section VII herein as of the Compliance Monitoring Effective Date. In the event that the Court declines to enter the Consent Decree, then the preceding requirement to perform duties scheduled to occur before the Effective Date will terminate.

7. In any action to enforce this Consent Decree, Defendants 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.

8. Payments made pursuant to this Consent Decree shall not be tax deductible by Defendants, any successors, assigns, parent companies, or affiliated entities.

III. DEFINITIONS

9. Terms used in this Consent Decree that are defined in the CWA or in regulations promulgated by EPA or RIDEM pursuant to the Act shall have the meanings assigned to them in the Act or such regulations unless otherwise provided in this Consent Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

a. "CD": This Consent Decree.

b. "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.

c. "Compliance Monitoring Effective Date": The date upon which this Consent Decree is executed by the Parties.

d. "Implementing Organization(s)": The third-party entity, the Pawtuxet River Authority, implementing the Environmentally Beneficial Project(s) described in Exhibit A of this Consent Decree.

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

10. All references to a duration of "day" shall be calendar days unless otherwise specified. In computing any period of time under the Consent Decree, where the last day would fall on a Saturday, Sunday, federal holiday, or Rhode Island state holiday, the period shall run until the close of business of the next business day.

IV. COMPLIANCE MEASURES

11. Defendant Sims NEC shall comply with the 2024 Rhode Island Multi-Sector General Permit for Stormwater Discharge Associated with Industrial Activity (the "MSGP"), which sets out the stormwater management requirements applicable to the Facilities under the Clean Water Act, applicable Clean Water Act regulations, and Rhode Island Water Quality Standards. If the MSGP is renewed, modified, or revised, Defendants shall comply with the conditions of any renewed, modified, or revised MSGP.

12. Defendant Sims NEC shall comply with the compliance measures, maintenance schedule, and Best Management Practices ("BMPs") included as Exhibit B to this CD.

13. Defendant Sims NEC may continue to evaluate treatment technologies to address concentrations of copper in stormwater discharges.

14. Defendant Sims NEC may pursue sampling to demonstrate that exceedances of copper benchmark monitoring concentrations are due to the presence of copper in natural background sources as defined by the 2024 Rhode Island MSGP Appendix A at 128. If RIDEM accepts a demonstration by Defendant Sims NEC that exceedances are attributable to natural background sources, that Defendants' compliance with benchmark monitoring under this CD shall be governed by the terms of RIDEM's acceptance and the applicable Permit subsections.

15. Defendant Sims NEC reserves the right to demonstrate that Treatment BMPs are infeasible with respect to any or all sampled parameters, as defined by Section II of the MSGP. If RIDEM accepts a demonstration by Defendant Sims NEC that Treatment BMPs are infeasible, that Defendant's compliance with benchmark monitoring under this CD shall be governed by the terms of RIDEM's acceptance and the applicable Permit subsections.

16. Within sixty days of the Effective Date of this CD, Defendant Sims NEC shall ensure the Facilities' Stormwater Management Plans ("SWMPs") have been amended to reflect the infrastructure improvement schedule in Exhibit B.

17. In the event that Defendant Sims NEC fails to comply with any of its obligations under this Section IV, the Defendants shall pay stipulated payments as outlined in Section VII: Stipulated Payments.

V. COMPLIANCE MONITORING

18. Defendant Sims NEC shall comply with all stormwater-related inspection, monitoring, and reporting requirements set forth in the MSGP, which sets out specific requirements under applicable U.S. EPA regulations.

19. Defendant Sims NEC shall conduct quarterly benchmark monitoring at each Outfall at each Facility for COD, TSS, aluminum, copper, lead, zinc, and oil and grease.

20. Defendant Sims NEC shall conduct quarterly benchmark monitoring for the PCB compounds listed in the MSGP[1] at Outfall 001 at the 242 Allens Facility.

21. If a sample cannot be taken during the monitoring interval in compliance with the MSGP[2], Defendant Sims NEC shall submit a report to Plaintiff identifying all potentially measurable storm events during that interval, and an explanation of why samples could not be collected during those events.

22. If, after two years of quarterly monitoring (which may include all samples taken since January 1, 2025), a Facility does not exceed a benchmark for a parameter at a particular Outfall, that Facility may cease monitoring for that parameter at that Outfall until the adoption by RIDEM of a new MSGP.

23. Monitoring shall be conducted pursuant to the procedures and requirements in the MSGP, except as otherwise indicated in this CD.

24. During the term of this CD, Defendant Sims NEC shall provide to CLF the following documents for the Facilities:

a. Quarterly benchmark monitoring results, quarterly Discharge Monitoring Reports, quarterly Inspection Reports, and any associated data or correspondence, within 30 days after the end of each calendar quarter;

b. Annual Reports by January 30 of each year; and

[1] In the 2024 MSGP, these compounds are listed in Section VIII.N.6, for facilities where shredding materials are exposed to stormwater. Defendant Sims NEC represent that there is no metal shredder operating at any of the Facilities. That representation notwithstanding, Defendant Sims NEC will test for the PCB compounds listed in the Section VIII.N.6 of the 2024 MSGP.

[2] In the 2024 MSGP, these intervals are listed in Section VI.

c. Copies of all MSGP-required submittals related to stormwater management at the Facilities submitted to any government entity. Such documents shall be provided to CLF on a quarterly basis within 30 days after the end of each calendar quarter.

25. In the event that Defendant Sims NEC fails to comply with any of its obligations under this Section, the Defendants shall pay stipulated payments as outlined in Section VII: Stipulated Payments.

VI. ENVIRONMENTALLY BENEFICIAL PROJECT PAYMENT

26. Defendants shall pay two annual payments of $200,000[3] to the Pawtuxet River Authority to implement Environmentally Beneficial Projects that will support water quality in the Simmons Reservoir and Providence River. A description of the Environmentally Beneficial Project(s) to be funded by that Defendant is provided in Exhibit A. Defendants shall make the first annual payment within forty-five (45) days of the Consent Decree's Effective Date, and the second annual payment within one year after the first payment.

27. The Pawtuxet River Authority shall implement the Environmentally Beneficial Project(s) pursuant to the terms provided in Exhibit A.

28. Payments made to the Pawtuxet River Authority shall not be tax deductible by Defendants, any successors, assigns, parent companies, or affiliated entities.

29. CLF shall require the Environmentally Beneficial Project funds recipient, the Pawtuxet River Authority, to submit to CLF annual status reports, starting on the 1-year anniversary of Defendants' payment deadlines as referenced in paragraph 26 while the recipient spends such funds. The status reports shall include:

[3] The $400,000 payment represents: $185,000 for the 242 Allens site; $110,000 for the 278 Allens site; $30,000 for the Johnston site; and a separate $75,000 payment to benefit the project recipient.

a. a description of activities completed to date and related to the expenditures of funds; and

b. a discussion of any anticipated changes to the scope or timeline of the Environmentally Beneficial Project(s).

30. Within two weeks of receipt of each final report from the Environmentally Beneficial Project funds recipient, Plaintiff shall send a copy of the report to Sims NEC.

VII. STIPULATED PAYMENTS AND DEADLINES

31. Defendants shall make stipulated payments for the following:

a. Beginning on the first full quarterly monitoring interval after this CD is executed, any time a quarterly sample exceeds the MSGP's benchmarks:

i. $1,600 for each parameter exceeded at each Outfall, except for copper;

ii. $750 for each copper exceedance at each Outfall.

b. Each of the following events triggering the MSGP's corrective action requirements or additional implementation measures:

i. $3,200 for each instance of visual evidence of stormwater pollution in a Facility's discharge as recorded on a quarterly Inspection Report or an Annual Report;

ii. $3,200 for each instance where the average of the quarterly sampling results taken within that calendar year exceeds an applicable benchmark for each parameter at each Outfall, except for copper at the 242 and 278 Allens Avenue Facilities; and

iii. $2,000 for each instance where the average of the quarterly copper sampling results taken within that calendar year exceeds the benchmark for copper at the 242 and 278 Allens Avenue Facilities.

c. Failure to collect or report a sample, where the collection of the sample during a measurable discharge event was feasible and compliant with Section VI of the MSGP:

i. $3,750 per such failure to collect or report a sample per Outfall, except for fecal coliform;

ii. This stipulated penalty shall not apply to monitoring of fecal coliform.

32. Unless otherwise specified, all payments under this Section shall be made within 30 days after the end of each Quarter.

33. Unless otherwise specified, payments made pursuant to this section shall be paid to the Environmentally Beneficial Project recipients within thirty (30) days after the end of each Quarter (as defined below) within which the triggering event occurs.

34. Defendant Sims NEC or Defendants collectively, as specified above, shall comply with the deadlines in this Consent Decree, including document productions, compliance activities, and payment schedules, and shall pay $400 per business day per missed deadline specified by Paragraph 24, unless the missed deadline is excused as provided in Paragraph 21, pursuant to the following guidelines and exceptions:

a. For the purposes of this Consent Decree, "Quarters" are: January 1 – March 31; April 1 – June 30; July 1 – September 30; and October 1 – December 31.

b. Unless otherwise specified, any materials required under Section V must be provided to CLF on a quarterly basis within 30 days after the end of each Quarter.

c. Payment for late fees will be made within 30 days of the failure to meet the deadline.

d. Defendants shall pay $500 per day for any payments or disclosures to CLF, aside from any obligation under Paragraph 24, that are more than 14 calendar days late.

i. Late fees for the late payment of the Plaintiff's fees and costs shall be paid to CLF. All other late fees shall be paid to Environmentally Beneficial Project recipients.

35. Any deadline specified in this Consent Decree may be extended by written agreement of the Parties.

36. Stipulated payments shall not be tax deductible by Defendants, any successors, assigns, parent companies, or affiliated entities.

VIII. COSTS OF LITIGATION

37. Consistent with 33 U.S.C. § 1365(d), Defendants paid $129,367 to CLF prior to the Consent Decree's Effective Date, which fully and finally resolved all claims in the Action for attorneys' fees, costs, and/or other expenses.

38. Payments made to CLF shall not be tax deductible by Defendants, any successors, assigns, parent companies, or affiliated entities.

IX. FORCE MAJEURE

39. Defendants shall perform the actions required by this Consent Decree within the time limits established therein, unless the performance is prevented or delayed by events that constitute a Force Majeure event.

40. "Force Majeure" is defined as any event arising from causes beyond the control of Sims NEC or other Defendants that delays or prevents performance of any obligation under this

Consent Decree despite applicable Defendants' reasonable efforts to fulfill the obligation. Force Majeure events shall include, but are not limited to: war or violent uprisings, acts of terrorism, natural disasters, labor strikes, transport delays, civil unrest, a declared state of emergency, and a public health emergency (which includes but is not limited to a declared pandemic or epidemic). An increase in costs, a change in financial circumstances, or Defendants' economic inability to comply are not Force Majeure events.

41. 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 any Defendant intends to assert a claim as an event of Force Majeure, applicable Defendant shall provide written notice to CLF of such claim, as soon as practicable but no later than thirty (30) days following the date on which such Defendant first became aware of the potential delay. Upon notification, Plaintiff shall have the right to request all reasonably necessary documentation explaining the potential delay. If requested, applicable Defendant shall have ten (10) business days from the date of the request to provide such documentation. If such Defendant requests an extension of any deadline in this Consent Decree, Plaintiff shall have the right to grant all or part of the Force Majeure extension request, in which case such Defendant'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.

X. DISPUTE RESOLUTION

42. If CLF has reason to believe that there is a violation of this Consent Decree, CLF shall give applicable Defendant a reasonable written notice and description of the suspected violation and 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. Events triggering stipulated payments or late fees as identified in Section VII are governed by that section and do not require notice or meeting to incur the identified fees and/or actions.

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

44. If the Parties' meet and confer anticipated in the above paragraph does not resolve the dispute, result in a mutually agreed upon plan for further negotiations or curative measures, or a Party fails to respond to the requesting Party's request for a meet and confer within twenty-one (21) days, the requesting Party shall be entitled to bring the dispute before this Court for resolution.

45. The Court shall retain jurisdiction over this case until the Termination Date to enforce or modify the terms and conditions of the Consent Decree, and to resolve any disputes arising hereunder.

XI. EFFECT OF SETTLEMENT

46. Entry of this Consent Decree shall resolve any and all claims, causes of action, or liability arising under the CWA that was asserted or by the Effective Date could have been asserted by CLF against Defendants 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 Defendants, their affiliates, and each of their owners, members, officers, directors, employees, representatives, agents, consultants, and any successors or assigns of the aforementioned entities, from all such claims, causes of action, or liabilities of the same nature or type as those described in the Amended Complaint arising on or before the

Effective Date. CLF's exclusive remedy for any such claims against Defendants, or other claims related to alleged violations of the CWA, arising after the Effective Date and prior to the Termination Date, shall be through the supplemental payments described in this Consent Decree, subject to the outcome of any dispute resolution process.

47. 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. For avoidance of doubt, the Implementing Organization(s) are not intended third-party beneficiaries to this Consent Decree and have no right to enforce any term of this Consent Decree.

XII. NOTICES

48. 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:
Katherine Tolsdorf
Paralegal, Clean Air and Water
Conservation Law Foundation, Inc.
62 Summer Street
Boston, MA 02110
Tel: 617-850-1731
ktolsdorf@clf.org

For Defendants:
Scott Miller
General Counsel, NAM
Sims Metal
1 Linden Avenue East
Jersey City, New Jersey 07305
Scott.miller@simsmm.com
Tel: (415) 793-5045

With a copy to:

Michael Trupin, Director of Air and Environmental Permitting & Compliance Programs
Sims Metal

1 Linden Avenue East
Jersey City, New Jersey 07305
Michael.Trupin@simsmm.com
Tel: (215) 478-1886

And a copy to:

John H. Paul
Beveridge & Diamond, P.C.
825 Third Avenue, 16th Floor
New York, N.Y. 10022

And to:
LegalNotices@simsmm.com

XIII. EFFECTIVE DATE & TERMINATION

49. 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. All obligations arising under the Consent Decree shall become effective as of the Effective Date, except those obligations made effective as of the Compliance Monitoring Effective Date.

50. 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.

XIV. MODIFICATION

51. 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. CLF's decision to extend a deadline in this Consent Decree shall not constitute a material change for purposes of this Paragraph.

XV. SIGNATORIES/SERVICE

52. Each undersigned representative of the Parties certifies that they are fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party they represent to this document.

XVI. INTEGRATION

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

XVII. FINAL JUDGMENT

54. 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 Defendants.

SIGNATURE PAGE

Conservation Law Foundation, Inc.

By: _____ Date: 10/8/26

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

SMM New England Corporation

By: _____ Date: October 9, 2026

Scott Miller/Secretary

Sims Group USA Holdings Corporation

By: _____ Date: October 9, 2026

Scott Miller/Secretary

Sims Group USA Corporation

By: _____ Date: October 9, 2026

Scott Miller/Secretary

Dated and entered this _____ day of _____, 202__

_____
United States District Court Judge

EXHIBIT A

ENVIRONMENTALLY BENEFICIAL PROJECT DESCRIPTION

Implementing Organization: Pawtuxet River Authority & Watershed Council

Total Project Funds: $400,000

PROJECT 1: DEVELOP AN EPA NINE-ELEMENT WATERSHED-BASED PLAN AND ECOLOGICAL RESTORATION FRAMEWORK

Project Funds: $250,000

Project Description:

To advance long-term water quality protection and ecosystem services within the Simmons Brook watershed, the Pawtuxet River Authority (PRA) will develop a comprehensive EPA Nine-Element Watershed-Based Plan (9E Plan) for Simmons Brook.[4] Consistent with EPA guidance, the plan will identify pollutant sources and causes of impairment, estimate pollutant load reductions needed to meet water quality standards, identify management measures and implementation actions, identify technical and financial assistance needs, develop an implementation schedule with measurable milestones, define criteria for measuring progress and success, and execute a monitoring program to evaluate effectiveness and support adaptive watershed management. The plan will provide a science-based framework to guide future restoration investments, strategic resource allocation, and long-term watershed management. As part of this effort, PRA will install two permanent real-time water quality monitoring stations at strategic locations throughout the watershed. Additional instantaneous baseline water quality data will also be collected throughout the planning process to support the science-based approach and recommendations of the 9E plan.

[4] There is a map of the area and referenced sites at the last page of this proposal.

In addition to the EPA Nine-Element Watershed Plan, the project will include a supplemental assessment to identify ecological opportunity areas for enhancement. While the 9E Plan will focus on pollutant sources, water quality impairments, pollutant load reductions, and actions needed to achieve measurable water quality improvements, this assessment will evaluate the natural watershed processes that support fish and wildlife. Focused on Simmons Brook and portions of the Pocasset River immediately downstream of the Simmons Brook confluence, which are directly influenced by water quality impairments originating within the Simmons Brook watershed. This assessment is particularly important given the watershed's documented bacterial impairments and EPA 303(d) listing, which contribute to degraded aquatic conditions and reduced support for healthy fish and aquatic communities. The assessment will identify restoration opportunities that address underlying watershed functions, improve water quality, strengthen ecological integrity, and establish a watershed-scale restoration vision and implementation strategy for Simmons Brook and the downstream Pocasset River corridor.

The specific deliverables of the project will include: the EPA 9E Plan; months of detailed monitoring data; and a supplemental assessment report that will provide actionable data and analysis to improve aquatic life. Through this project, SEP funding will support watershed characterization, field investigations, stakeholder engagement, installation of real-time monitoring infrastructure, technical analyses, restoration planning, and preparation of the final watershed implementation strategy. The project will provide lasting environmental benefits by improving understanding of watershed conditions, expanding access to environmental data, identifying high-priority water quality improvement projects, and establishing a comprehensive framework for the long-term restoration and stewardship of Simmons Brook and downstream portions of the Pocasset River.

This project is anticipated to commence within two months after the receipt of funding and is expected to take between 24 and 30 months to complete. PRA will include updates in its annual reports about the progress and completion of this project.

PROJECT 2: SIMMONS BROOK STREAM CLEANUP AND WATER QUALITY IMPROVEMENT

Project Funds: $75,000

Project Description:

To directly address water quality degradation and impaired stream functions within the Simmons Brook watershed, the Pawtuxet River Authority (PRA) will implement a comprehensive stream cleanup initiative along the length of Simmons Brook. The project will remove accumulated residential, commercial, and industrial debris from the stream channel, streambanks, and adjacent floodplain areas. These materials can interfere with natural hydrologic processes, contribute pollutants to surface waters, impede flow conveyance, and diminish the stream's ability to naturally process and transport water and sediment.

The project will combine community-based volunteer cleanup events with targeted mechanical debris removal where necessary to address large or deeply embedded materials that cannot be safely removed by hand (e.g., car parts, household appliances, furniture, tires, residential yard waste, invasive species, or construction debris). Implementation activities may include the use of excavators, backhoes, dumpsters, hauling equipment, and licensed disposal facilities to remove and properly dispose of recovered debris and waste materials.

By removing anthropogenic debris and restoring unobstructed stream function, the project will improve water movement through the watershed, reduce the potential for pollutant accumulation and remobilization, support natural sediment transport processes, enhance the

stream's capacity to maintain and improve water quality, and enhance aesthetics and community stewardship. The project will also help reduce localized flooding and erosion associated with debris blockages while improving the overall condition and resilience of the watershed.

The specific deliverables of the project will include substantially reduced debris and litter in the Simmons Brook watershed, improvements in water quality, reduced flooding, general aesthetic improvement, and annual summary reports (including a cleanup effort summary, estimated metrics of type and amount of debris removed, and/or pictures). SEP funding will support project planning, volunteer coordination, debris removal operations, equipment mobilization, hauling and disposal costs, and associated implementation activities necessary to restore and protect water quality within the Simmons Brook watershed. The project will provide meaningful environmental benefits to the affected community by improving watershed function, reducing sources of pollution, enhancing water resource quality, and promoting long-term stewardship of Simmons Brook and its contributing watershed.

This project is anticipated to commence within six months of receiving funding, subject to seasonal conditions and whether any portion of the funding becomes safely available. PRA will include updates in its annual reports about the progress and completion of this project.

PROJECT 3: SIMMONS LOWER RESERVOIR RECREATIONAL IMPACT OFFSET PROJECT

Project Funds: $75,000

Project Description:

To directly address the loss of public recreational access and associated community benefits at the Simmons Lower Reservoir, the Pawtuxet River Authority (PRA) will implement targeted public access enhancements at its Randall Pond property. The Simmons Lower

Reservoir experiences chronic water quality impairments, including documented bacteria contamination and recurring algal blooms, and is listed on EPA's Section 303(d) Impaired Waters List for fish and wildlife habitat. These conditions have diminished recreational use and resulted in a loss of recreational opportunities for residents and visitors within the watershed.

Randall Pond, located downstream of the Simmons Lower Reservoir (approximately two miles away), and is a high-quality kettle pond with excellent water quality and no water quality impairments or recreational use limitations. This project will provide a functional recreational alternative within the same watershed area and local community by enhancing safe public access to Randall Pond for individuals experiencing a loss of recreational opportunities resulting from the impairments and associated use limitations at the Simmons Lower Reservoir. At the Randall Pond site, PRA has already completed construction of the initial 100ft portion of the dock and regularly maintains the recreational area for public use.

Specific deliverables of the project will include: a new car-top boat launch, completion of the existing dock and fishing platform, mitigation of onsite stormwater, and associated site improvements that improve accessibility, safety, and overall user experience. SEP funding will support any minor final design edits needed and provide the necessary funding to construct the boat launch, finish the dock and fishing platform, stormwater mitigation infrastructure, and site improvements. These enhancements will increase opportunities for fishing, paddling, wildlife observation, and passive recreation, providing a lasting public benefit within the affected watershed. As an unimpaired waterbody located approximately two miles from the Simmons Lower Reservoir, Randall Pond offers a viable recreational alternative for residents and visitors experiencing reduced recreational access and enjoyment resulting from conditions at the reservoir. The project will therefore provide a meaningful recreational offset while improving

public access to natural resources and outdoor recreation opportunities within the local community.

This project is anticipated to commence within six months of funding becoming available, subject to construction plans. PRA will include updates in its annual reports about the progress and completion of this project.

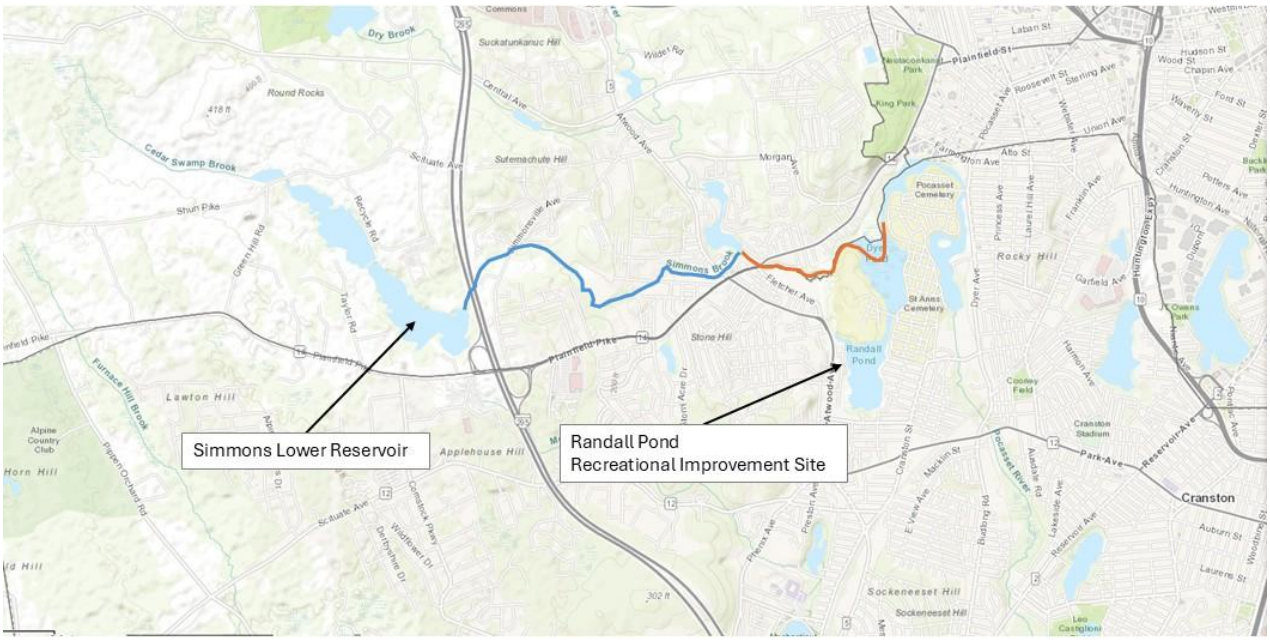

EXHIBIT B

This is an outline of ongoing actions taken or to be taken by Sims at its Rhode Island facilities in connection with the settlement of litigation filed by CLF with respect to the Clean Water Act.

Activity	Frequency
Providence facilities: meeting with CLF to discuss progress towards goals.	Semi-annual
All facilities: periodic evaluation of BMP effectiveness – including equipment, staffing, and maintenance schedule; upgrading of BMPs as needed, with respect to meeting applicable benchmarks; periodically update SWMP accordingly.	Annually – for overall system and process effectiveness review.
Sample stormwater for MSGP Benchmark parameters	On average quarterly, based on two samples per 6-month period
278 Allens BMP (filter bed; filter bed media): Evaluate effectiveness of pilot filter bed – including equipment and its components, maintenance schedule, bed sizing and media type; evaluate BMP design and upgrade as needed, with respect to meeting applicable benchmarks; periodically update SWPPP and SWMP accordingly. Evaluation of filter bed performance by sampling influent and discharge water.	Ongoing, but at a minimum semi-annually if benchmarks are exceeded, or annually if benchmarks are met. Prompt evaluation (a) in the event of an anomalously high result from a single sampling event or (b) in the event that annual average results will be exceeded based on partial year sampling results. In the latter event, the facility will re-evaluate the filter bed BMP and consider additional or alternative BMPs.
242 Allens BMP (filter bed; filter bed media): Evaluate effectiveness in the event of benchmark exceedances – including maintenance schedule and media type; upgrade as needed, with respect to meeting applicable benchmarks; periodically update SWMP accordingly.	Ongoing, but at a minimum semi-annually if benchmarks are exceeded, or annually if benchmarks are met. Prompt evaluation (a) in the event of an anomalously high result from a single sampling event or (b) in the event that annual average results will be exceeded based on partial year sampling results. In the latter event, the facility will re-evaluate the BMP and consider additional or alternative BMPs.

Non-structural BMP inspection/ maintenance (e.g., hay bales, wattle, oil absorbent boom, or sediment/metal filter socks), see: • 278 Allens SWMP Appendix G • 242 Allens SWMP Appendix F	Quarterly Inspection Maintenance or replacement as needed based on observation.
Structural BMPs inspection/maintenance (e.g., filtration beds, oil-water separator or sediment trap(s)), see: • 278 Allens SWMP Appendix G • 242 Allens SWMP Appendix F • Johnston SWMP Appendix F	Quarterly Inspection Maintenance as needed (at least annually) based on inspection and sampling results.
Sweep site with a street sweeper	Twice weekly
Site inspection for non-stormwater discharges	Weekly and quarterly
Visual inspections will take place for leaks, spills, and excessive dust/debris build-up.	Daily
Site will be wetted to control dust	As necessary