

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
BEFORE THE ADMINISTRATOR**

_____)	
IN THE MATTER OF:)	CONSENT AGREEMENT AND
First Student, Inc.)	FINAL ORDER
191 Rosa Parks Street, 8th Floor)	
Cincinnati, OH 45202)	Docket No. CAA-01-2024-0030
Proceeding under Section 113(d))	
of the Clean Air Act)	
_____)	



CONSENT AGREEMENT

I. PRELIMINARY STATEMENT

1. This is a civil administrative penalty assessment proceeding instituted under Section 113(d) of the Clean Air Act (“CAA”), 42 U.S.C. § 7413(d), and Section 22.13(b) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (“Consolidated Rules”), set out at 40 C.F.R. Part 22.

2. Complainant is the United States Environmental Protection Agency, Region 1 (“EPA” or “Complainant”).

3. Respondent is First Student, Inc., a corporation registered to do business in the State of Connecticut (“Respondent” or “First Student”). Complainant alleges Respondent violated certain provisions of the federally approved Connecticut state implementation plan (“SIP”) that prohibits the excessive idling of motor vehicles. EPA may enforce SIP provisions under Section 113 of the CAA, 42 U.S.C. § 7413.

4. Complainant and Respondent (together, the “Parties”) agree that settlement of this matter is in the public interest and that entry of this Consent Agreement (“Agreement”) and Final Order (collectively “CAFO”) without further litigation is the most appropriate means of resolving this matter.

5. This CAFO is entered into pursuant to Section 113(d) of the CAA, 42 U.S.C. § 7413(d). As allowed by 40 C.F.R. §§ 22.13(b) and 22.18(b) of the Consolidated Rules, this CAFO simultaneously commences and concludes this enforcement action.

6. The EPA and the United States Department of Justice jointly determined that this matter, although it involves alleged violations that occurred more than one year before the initiation of this proceeding, is appropriate for an administrative penalty assessment. 42 U.S.C. § 7413(d); 40 C.F.R. § 19.4.

7. Therefore, before taking any testimony, upon the pleadings, without adjudication of any issue of fact or law, and upon consent and agreement of the Parties, Complainant and Respondent agree to comply with the terms of this CAFO.

II. GOVERNING LAW

8. Section 110(a) of the CAA, 42 U.S.C. § 7410(a), requires each state to prepare a SIP incorporating regulations designed to attain and maintain healthy air quality. A state must submit its SIP and any revisions thereto to EPA for approval.

9. The State of Connecticut has adopted a SIP within the meaning of Section 113(a)(1) of the CAA, 42 U.S.C. § 7413(a)(1), which has been approved by EPA under Section 110 of the CAA, 42 U.S.C. § 7410. The Connecticut SIP includes various federally approved

portions of the Connecticut air pollution abatement regulations found at Sections 22a-174-1 to 22a-174-200 of Title 22a of the Regulations of Connecticut State Agencies.¹

10. The Connecticut SIP includes a federally approved version of the regulation at Section 22a-174-18(b)(3) (“Connecticut Anti-idling Regulation”), which provides that no person shall allow a mobile source to operate for more than three (3) consecutive minutes when such mobile source is not in motion, unless such operation is in accordance with a listed exception.

11. Sections 113(a)(1) and 113(d)(1) of the CAA, 42 U.S.C. §§ 7413(a)(1) and 7413(d)(1), provide, among other things, that EPA may commence an administrative penalty action against any person found in violation of any requirement or prohibition of a SIP.

12. Pursuant to Section 113(d)(1) of the CAA, 42 U.S.C. § 7413(d)(1), the Debt Collection Improvement Act of 1996 (as amended in 2015 by Section 701 of Pub. L. 114-74, 31 U.S.C. § 3701), and EPA regulations set out at 40 C.F.R. Part 19, EPA currently may assess administrative penalties of up to \$57,617 per day for each violation of Section 113(a)(1) of the CAA, 42 U.S.C. § 7413(a)(1).

III. FACTUAL AND LEGAL BACKGROUND

13. Respondent owns and operates fleets of school buses in Connecticut. Respondent parks and stores its buses in various locations, including at 5 School Road in Weston, Connecticut and at 630 Oakwood Avenue, in West Hartford, Connecticut.

14. Records on file with the Connecticut Secretary of State identify the address of Respondent’s registered agent as 67 Burnside Avenue in East Hartford, Connecticut.

¹ A version of the SIP, which consists of federally enforceable provisions of the Connecticut air pollution abatement regulations, can be found on EPA’s Region 1 website at <https://www.epa.gov/sips-ct/epa-approved-regulations-connecticut-sip>.

15. Respondent is a “person” as defined in Section 302(e) of the CAA, 42 U.S.C. § 7602(e).

16. On two days in March and two days in May 2022, an EPA Region 1 inspector conducted unannounced observations of First Student’s school buses in Weston and West Hartford, Connecticut.

17. On September 19, 2022, EPA Region 1 issued a CAA Notice of Violation (“NOV”) to Respondent alleging violations of the Connecticut Anti-idling Regulation. This CAA NOV was also provided to Connecticut state air pollution abatement authorities.

18. On November 7, 2022, the Parties conferred concerning the NOV and the findings upon which it is based.

IV. ALLEGED VIOLATIONS OF LAW

19. At school bus facilities operated by Respondent at 5 School Road in Weston, Connecticut and at 630 Oakwood Avenue in West Hartford, Connecticut, Complainant EPA Region 1 alleges it observed the unnecessary operation of the engines of school bus motor vehicles while such vehicles were stopped for a period in excess of three minutes, as detailed in Table 1 of the NOV. Complainant also alleges that the observed idling did not accord with any exception listed in the Connecticut Anti-idling Regulation.

20. Accordingly, Complainant alleges that Respondent violated the Connecticut Anti-idling Regulation, rendering Respondent liable for penalties under Section 113(d) of the CAA, 42 U.S.C. § 7413(d).

V. TERMS OF AGREEMENT

21. Respondent certifies that to its knowledge it is presently operating and shall continue to operate for the same time period specified for Respondent’s obligations in

Attachment 1, in compliance with the Connecticut Anti-idling Regulation and other applicable Connecticut SIP regulations.

22. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2),

Respondent:

- (a) admits that EPA has jurisdiction over the subject matter alleged in this CAFO;
- (b) neither admits nor denies the specific factual allegations set out in this CAFO;
- (c) consents to the assessment of a civil penalty as stated below;
- (d) consents to the conditions specified in this CAFO;
- (e) waives any right to contest the alleged violations of law set forth in this CAFO;
and
- (f) waives its rights to appeal the Order accompanying this CAFO.

23. For the purpose of this proceeding, Respondent:

- (a) agrees that this CAFO states claims upon which relief may be granted against Respondent;
- (b) acknowledges that this CAFO constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;
- (c) waives any and all remedies, claims for relief and otherwise available rights to judicial or administrative review that Respondent may have with respect to any issue of fact or law set forth in this CAFO, including any right of judicial review under Section 307(b)(1) of the CAA, 42 U.S.C. § 7607(b)(1);
- (d) consents to personal jurisdiction in any action to enforce this CAFO in the United States District Court for the District of Connecticut; and

(e) waives any rights it may possess at law or in equity to challenge the authority of EPA to bring a civil action in a United States District Court to compel compliance with the CAFO and to seek an additional penalty for such noncompliance and agrees that federal law shall govern in any such civil action.

24. **Penalty Payment:**

- (a) Complainant has compromised the maximum CAA civil penalties authorized in this matter, applying Section 113(d)(2)(B) of the CAA, 42 U.S.C. § 7413(d)(2)(B), and the factors set forth in Section 113(e) of the CAA, 42 U.S.C. § 7413(e), and all applicable Clean Air Act penalty policies, including Respondent's cooperation in agreeing to perform the non-penalty obligations in Attachment 1 to this CAFO.
- (b) In light of the particular facts and circumstances of this matter, with specific reference to Section 113(d)(2)(B) of the CAA, 42 U.S.C. § 7413(d)(2)(B), and the relevant penalty factors of Section 113(e) of the CAA, 42 U.S.C. § 7413(e), and considering Respondent's cooperation in agreeing to perform the non-penalty obligations in Attachment 1, Complainant has determined that it is fair and proper to assess a civil penalty for the violations alleged in this CAFO in the amount of \$96,223.
- (c) Respondent agrees to pay the penalty of \$96,223 within thirty (30) calendar days of the CAFO's Effective Date, as defined in Paragraph 54 below.
- (d) To pay the penalty, Respondent shall submit the full amount of \$96,223 via a company, bank, cashier's, or certified check payable to the order of the

“Treasurer, United States of America.” Respondent shall send the check via express or certified mail to the address below for signed receipt confirmation:

U.S. Environmental Protection Agency
Government Lockbox 979078
3180 Rider Trail S.
Earth City, MO 63045

Contact: Craig Steffen
(513) 487-2091, steffen.craig@epa.gov

In the alternative, Respondent may pay the full amount of the penalty via electronic payment (automated clearing house or wire transfer) in accordance with directions on the following EPA websites:

<https://www.epa.gov/financial/makepayment> and

<https://www.epa.gov/financial/additional-instructions-making-payments-epa>.

Respondent shall include the case name and docket number (“In the Matter of First Student, Inc., Docket No. CAA-01-2024-0030”) on the face of the check or electronic transfer confirmation.

In addition, within 24 hours of payment, Respondent shall send, via email, a notice of the penalty payment and a copy of the check or electronic transfer confirmation to:

Wanda I. Santiago
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Mail Code 4-MO
Boston, Massachusetts 02109-3912
santiago.wanda@epa.gov

and

Tahani Rivers
Attorney-Advisor

U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Mail Code 4-MI
Boston, Massachusetts 02109-3912
rivers.tahani@epa.gov

(e) Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, EPA is required to send to the Internal Revenue Service (“IRS”) annually, a completed IRS Form 1098-F (“Fines, Penalties, and Other Amounts”) with respect to any court order or settlement agreement (including administrative settlements), that require a payor to pay an aggregate amount that EPA reasonably believes will be equal to, or in excess of, \$50,000 for the payor’s violation of any law or the investigation or inquiry into the payor’s potential violation of any law, including amounts paid for “restitution or remediation of property” or to come “into compliance with a law.” EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (i.e., a copy of IRS Form 1098-F). Failure to comply with providing IRS Form W-9 or Tax Identification Number (“TIN”), as described below, may subject Respondent to a penalty, per 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1. In order to provide EPA with sufficient information to enable it to fulfill these obligations, EPA herein requires, and Respondent herein agrees, that:

- i. Respondent shall complete an IRS Form W-9 (“Request for Taxpayer Identification Number and Certification”), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>;

- ii. Respondent shall therein certify that its completed IRS Form W-9 includes Respondent's correct TIN or that Respondent has applied and is waiting for issuance of a TIN;
- iii. Respondent shall email its completed Form W-9 to EPA's Cincinnati Finance Center at Chalifoux.Jessica@epa.gov, within 30 days of the Effective Date this Agreement is filed, and EPA recommends encrypting IRS Form W-9 email correspondence; and
- iv. In the event that Respondent has certified in its completed IRS Form W-9 that it has applied for a TIN and that TIN has not been issued to Respondent within 30 days after the Effective Date, then Respondent, using the same email address identified in the preceding sub-paragraph, shall further:
 - 1. notify EPA's Cincinnati Finance Center of this fact, via email, within 30 days after the 30 days after the Effective Date; and
 - 2. provide EPA's Cincinnati Finance Center with Respondent's TIN, via email, within five (5) days of Respondent's receipt of the TIN.

25. Pursuant to 31 U.S.C. § 3717, EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the cost of processing and handling a delinquent claim. In the event that Respondent does not fully pay the civil penalty required by Paragraph 24 of this CAFO when due, Respondent may be subject to an action pursuant to Section 113(d)(5) of the CAA, 42 U.S.C. § 7413(d)(5), to compel payment, plus interest, enforcement expenses, and a nonpayment penalty. Interest on any unpaid portion of the civil penalty shall accrue at the "underpayment rate" established pursuant to 26 U.S.C. § 6621(a)(2)

beginning from the penalty's original due date. An additional charge will be assessed to cover the United States' enforcement expenses, including attorney's fees and collection costs. In addition, a quarterly nonpayment penalty will be assessed for each quarter during which the failure to pay the penalty persists. Such nonpayment penalty shall be 10 percent of the aggregate amount of Respondent's outstanding civil penalties and nonpayment penalties hereunder accrued as of the beginning of such quarter. In any such collection action, the validity, amount, and appropriateness of the penalty shall not be subject to review.

26. If Respondent fails to timely pay any portion of the penalty assessed under this CAFO, EPA may:

- (a) refer the debt to a credit reporting agency or a collection agency, 42 U.S.C. § 7413(d)(5), 40 C.F.R. §§ 13.13, 13.14, and 13.33;
- (b) collect the debt by administrative offset (*i.e.*, the withholding of money payable by the United States to, or held by the United States for, a person to satisfy the debt the person owes the Government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, 40 C.F.R. Part 13, Subparts C and H; and
- (c) suspend or revoke Respondent's licenses or other privileges; or suspend or disqualify Respondent from doing business with EPA or engaging in programs EPA sponsors or funds, 40 C.F.R. § 13.17.

27. **Conditions.** As a condition of settlement, Respondent agrees to comply with the non-penalty provisions of Attachment 1 (Measures to Promote Compliance with Idling Restrictions), which is appended to this CAFO and incorporated herein by reference. Respondent

shall comply with Attachment 1 beginning on the CAFO's Effective Date, unless otherwise noted in the CAFO.

- a. Respondent shall be liable for stipulated penalties in the amount of \$1,000 for each day for the first through thirtieth day for each failure to perform any action required by Attachment 1, and \$2,000 for each day thereafter for each failure to perform such action.
- b. Respondent shall pay stipulated penalties plus any interest, at rates established pursuant to 26 U.S.C. § 6621(a)(2), due thereupon within fifteen (15) days of receipt of a written demand by EPA for such penalties. The method of payment shall be in accordance with the provisions of Paragraph 24(d) above. EPA may, in its sole discretion, elect not to seek stipulated penalties or to compromise any portion of stipulated penalties that accrue pursuant to this CAFO.

28. Respondent agrees that the time period from the CAFO's Effective Date until all of the conditions specified in Paragraph 27 and Attachment 1 are completed (the "Tolling Period") shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by Complainant on any claims (the "Tolled Claims") set forth in Section IV of this CAFO. Respondent shall not assert, plead, or raise in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims.

29. The provisions of this CAFO shall apply to and be binding upon Respondent and its successors and assigns.

30. By signing this Agreement, Respondent acknowledges that this CAFO will be available to the public and agrees that this Agreement does not contain any confidential business information or personally identifiable information.

31. By signing this Agreement, the undersigned representative of Complainant and the undersigned representative of Respondent each certify that he or she is fully authorized to execute and enter into the terms and conditions of this Agreement and has the legal capacity to bind their respective party to this Agreement.

32. By signing this Agreement, Complainant and Respondent each give their respective consent to accept digital signatures hereupon. Respondent further consents to accept electronic service of the fully executed CAFO, by electronic mail, to the following address: mtodaro@verrill-law.com. Respondent understands that this e-mail address may be made public when the CAFO and Certificate of Service are filed and uploaded to a searchable database. Complainant has provided Respondent with a copy of the EPA Region 1 Regional Judicial Officer's Authorization of EPA Region 1 Part 22 Electronic Filing System for Electronic Filing and Service of Documents Standing Order, dated June 19, 2020. Electronic signatures shall comply with and be maintained in accordance with that Order.

33. By signing this Agreement, both Parties agree that each party's obligations under this CAFO constitute sufficient consideration for the other party's obligations.

34. Except as qualified by Paragraph 25 above, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding, and specifically waives any right to recover such costs from the other party pursuant to the Equal Access to Justice Act, 5 U.S.C. § 504, or other applicable law.

VI. Force Majeure

35. A “force majeure event” for purposes of this CAFO is defined as an event arising from circumstances entirely beyond the control of First Student, including its contractors and subcontractors, that delays or prevents the performance or completion of the requirements of Attachment 1, despite the best efforts of First Student, including its contractors and subcontractors, to avoid or minimize such delay or noncompletion. “Best efforts” include anticipating any potential force majeure event and taking steps to address and/or mitigate the effects of any such event before it occurs, as it is occurring, and after it has occurred, such that the delay and any associated impacts on the environment or public health are minimized to the greatest extent possible. Force majeure events do not include unexpected or increased costs, changed financial circumstances, change of ownership of First Student, or the financial inability of First Student to meet any requirement of the CAFO.

36. If any event occurs that delays or prevents, or is expected to delay or prevent, the performance or completion of any requirement of Attachment 1, First Student shall notify EPA in writing by e-mail, to the Manager of the Air Compliance Section, Darren Fortescue at Fortescue.Darren@epa.gov, not more than three (3) business days of when First Student first knew or by exercising due diligence should have known of the event, whichever is earlier. Within seven (7) business days after providing the above-described notice, First Student shall also provide written notice to EPA that specifically references this Section of the CAFO (“Force Majeure”), and describes in detail the expected length of time of the delay or non-completion, the known or suspected cause(s) of the delay or non-completion (if reasonably determinable); the measures taken or planned to be taken by First Student to prevent or minimize the delay or non-completion, and any impacts of the delay or non-completion on the environment or public health; and the timetable for implementing these measures. Failure by First Student to comply with the

notice requirements of this Paragraph shall void the remainder of this Section as to the event causing the delay or non-completion and shall constitute a waiver of First Student's right to request a performance extension based on the event.

37. If EPA and First Student agree that the actual or expected delay in performing the requirement, or the actual or expected non-completion of the requirement, has been or will be caused by a force majeure event, the time for the requirements' performance or completion shall be extended for a period no longer than the delay resulting from the event. An extension of time for performing one requirement of this CAFO shall not automatically extend the time for performing other requirements, nor extend the time for performing any requirements of this CAFO that are not impacted by a force majeure event.

38. If EPA does not agree with First Student regarding (a) the occurrence of the claimed force majeure event, (b) the duration of the delay or non-completion caused by the event, or (c) First Student's compliance with the notice provisions of this Section, EPA will notify First Student in writing of its decision, and any delays in the performance or completion of the requirement shall not be excused. EPA's decision shall be binding on both parties unless First Student seeks dispute resolution pursuant to Section VII.

VII. Dispute Resolution

39. The dispute resolution procedures in this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to a claimed force majeure event under Section VI, demand for stipulated penalties under Section V.

40. No other disputes shall be subject to dispute resolution procedures, and such procedures shall not apply to actions by EPA to enforce obligations of Respondent that have not been disputed in accordance with this Section.

41. If First Student objects to EPA's decision regarding a claimed force majeure event under Section VI or EPA's demand for stipulated penalties under Section V, First Student may employ the dispute resolution provisions set out in the remainder of this Section.

42. First Student shall notify EPA in writing of its objection(s) ("Objection Letter") within ten (10) days of receiving EPA's decision under Section VI [Force majeure] or within ten (10) days of Respondent's receipt of EPA's written demand for the disputed stipulated penalty. The Objection Letter shall describe the substance of the objection(s) and shall invoke this Section of the CAFO.

43. Upon EPA's receipt of First Student's Objection Letter, the parties shall conduct informal negotiations for up to fifteen (15) business days. Respondent's obligation to perform the disputed action or pay the disputed stipulated penalty shall be suspended for the duration of this fifteen (15) day period or for a period agreed to in writing by the Parties, whichever is longer. If there is no agreement at the conclusion of this 15-day period, but both parties agree that further negotiations would be fruitful, the parties may agree to continue informal dispute resolution for a period of time specified in writing. This written agreement to extend negotiations shall specify whether Respondent's obligation to perform the disputed action or pay the disputed stipulated penalty will be further suspended.

44. Any mutual resolution reached by the parties pursuant to the informal negotiation process set forth in this Section shall be memorialized in writing, signed by both parties, and be incorporated as an enforceable provision of this CAFO. If the parties have not resolved the dispute by the conclusion of the informal dispute resolution period specified in Paragraph 43 (including any agreed-upon extensions), then First Student shall abide by EPA's position regarding the claimed force majeure event or stipulated penalty unless First Student, within five

(5) business days after the end of the informal dispute resolution period, notifies EPA in writing that it seeks formal dispute resolution of the matter.

45. In its written notice seeking formal dispute resolution, First Student may supplement its original Objection Letter by providing further details or additional arguments regarding the substance of the dispute, and may also request a meeting with the Director of EPA Region 1's Enforcement and Compliance Assurance Division, or with his or her designee, in order for First Student to make an oral presentation of its position. After any requested meeting with First Student, the Director of the Enforcement and Compliance Assurance Division or his or her designee shall issue a written decision to First Student regarding the disputed issue. Such decision shall be final, incorporated as an enforceable provision of this CAFO, and followed by both parties.

VIII. EFFECT OF CONSENT AGREEMENT AND FINAL ORDER

46. In accordance with 40 C.F.R. § 22.18(c), completion of the terms of this CAFO resolves only Respondent's liability for federal civil penalties for the violations specifically alleged in this CAFO.

47. Penalties paid pursuant to this CAFO shall not be deductible for purposes of federal taxes.

48. For purposes of the identification requirement in Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26 C.F.R. § 1.162-21(b)(2), performance of Attachment 1 of this CAFO is restitution, remediation, or amounts paid to come into compliance with the law.

49. This CAFO constitutes the entire agreement and understanding of the Parties and supersedes any prior agreements or understandings, whether written or oral, among the Parties with respect to the subject matter herein.

50. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of both Parties and the approval of the Regional Judicial Officer.

51. Any violation of this CAFO may result in a civil judicial action for an injunction or civil penalties of up to \$121,275 per day per violation as provided in Section 113(b)(2) of the CAA, 42 U.S.C. § 7413(b)(2), the Debt Collection Improvement Act (as amended in 2015), and 40 C.F.R. Part 19, and also may result in criminal sanctions as provided in Section 113(c) of the CAA, 42 U.S.C. § 7413(c). EPA may use any information submitted under this CAFO in an administrative, civil judicial, or criminal action.

52. Nothing in this CAFO shall relieve Respondent of the duty to comply with all applicable provisions of the CAA and other federal, state, or local laws or statutes, nor shall it restrict EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit.

53. Nothing herein shall be construed to limit the power of EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment.

VII. EFFECTIVE DATE

54. After the execution of the CAFO's Final Order by the Regional Judicial Officer, the CAFO shall become effective, in accordance with 40 C.F.R. § 22.31(b), on the date that the

CAFO is filed in person or electronically via email with the Regional Hearing Clerk (“CAFO’s Effective Date”).

FOR RESPONDENT:



Michael Petrucci
Senior Vice President and General Counsel
First Student, Inc.

February 17, 2024

Date

FOR COMPLAINANT:

Carol Tucker, Acting Director
Enforcement and Compliance Assurance Division
EPA Region 1

Date

FINAL ORDER

In accordance with 40 C.F.R. § 22.18(b) of the Consolidated Rules, the Parties to this matter have forwarded the foregoing executed Consent Agreement for final approval. Section 113(d)(1) of the CAA, 42 U.S.C. § 7413(d)(1), authorizes EPA to issue an administrative penalty to address violations of the CAA, with penalties assessed after consideration of the penalty factors set forth in Section 113(e)(1) of the CAA, 42 U.S.C. § 7413(e)(1). In addition, Section 113(d)(2)(B) of the CAA, 42 U.S.C. § 7413(d)(2)(B), authorizes EPA to compromise CAA penalties in an administrative penalty case. Pursuant to these provisions, and in light of the facts and circumstances of this case, including Respondent's cooperation to date and agreement to perform non-penalty conditions, Complainant EPA Region 1 has modified the CAA administrative penalty and imposed the conditions described in Section V and Attachment 1 of the CAFO. Respondent has consented to the terms of this CAFO.

Pursuant to 40 C.F.R. §§ 22.18(b) and (c) of the Consolidated Rules, the foregoing Consent Agreement resolving this matter is incorporated by reference into this Final Order and is hereby ratified. Respondent First Student, Inc. is ordered to comply with the terms of this CAFO and to pay the civil penalty specified therein. The terms of the Consent Agreement shall become effective on the date that the CAFO is filed with the Regional Hearing Clerk.

LeAnn Jensen
Regional Judicial Officer
EPA Region 1

Date

ATTACHMENT 1

MEASURES TO PROMOTE COMPLIANCE WITH IDLING RESTRICTIONS

1. The provisions of this Attachment are intended to promote compliance with the subject anti-idling regulations and are not intended to establish new regulatory limits. Unless otherwise specified below, Respondent shall carry out these measures for two years from the Effective Date of this CAFO. For purposes of this Attachment, "School Bus" shall refer to a Type B, C or D school bus.
2. The provisions of this Attachment, Paragraph 2 shall apply to all jurisdictions where Respondent currently operates school buses. For the purpose of this Attachment, Paragraph 2, "Excessive Motor Vehicle Idling" shall mean idling in violation of any regulation that limits motor vehicle idling applicable in any jurisdiction in which the Respondent operates school buses.
 - (a) Respondent shall implement an idling tracking and reduction program, based on the data systems and reports First Student currently uses to track vehicle data.
 - i. As of the CAFO's Effective Date, Respondent shall conduct, at least once a week, a review of the reports and data from its operations to determine whether there have been instances of Excessive Motor Vehicle Idling by Respondent's employees or contractors who operate Respondent's School Buses.
 - ii. Respondent shall continue its use of electronic-device supported, in-person, one-on-one coaching sessions currently in effect as of the Effective Date of this CAFO to address instances of Excessive Motor Vehicle Idling, to include identification of undesired behavior, desired behavior, and, as needed, operator follow-up.
 - (b) Respondent shall provide notification and training to all of Respondent's employees and contractors who operate Respondent's School Buses, including those employees and contractors who operate Respondent's School Buses only to prepare the motor vehicles for other personnel to drive, as follows:
 - i. The notification and training (the "Training") shall describe Respondent's policy to prohibit excessive idling, describe state and local motor vehicle idling restrictions, and instruct Respondent's employees and contractors who operate School Buses to comply with such idling policy and restrictions.
 - ii. Respondent shall provide the Training to all of its employees and contractors operating School Buses who were hired prior to the CAFO's Effective Date by no later than 120 days after the Effective Date. Respondent shall provide the Training to all of its employees and

contractors operating School Buses who were hired after the CAFO's Effective Date by no later than 120 days after their hiring date. Each employee or contractor who receives the Training shall sign a written confirmation that they received the Training and that they understand that Excessive Motor Vehicle Idling of School Buses is prohibited.

- (c) Beginning with the first full month following the CAFO's Effective Date, Respondent shall post and ensure "no excessive idling" signs remain visible at all of Respondent's facilities throughout the calendar year where Respondent parks School Buses for regular operation, in places that are visible and accessible to Respondent's employees and contractors who operate School Buses.
3. The provisions of this Attachment, Paragraph 3 shall apply to Respondent's operations in Connecticut. For the purpose of this provision "Excessive Motor Vehicle Idling" shall mean idling in violation of the Connecticut Anti-idling Regulation.
- (a) Respondent shall provide 10 sessions of anti-idling coaching per month at each of its Connecticut facilities, beginning with the first full month following the CAFO's Effective Date. The coaching shall be delivered by Respondent's relevant facility manager or delegated facility supervisor. Written notice of each coaching session shall be reported to Respondent's president, senior manager, director of human resources, or designated idling enforcement officer.
 - (b) At each of Respondent's Connecticut facilities where Respondent parks School Buses for regular operation (excluding solely corporate facilities and unsupervised satellite locations at which less than ten (10) buses are parked or located), Respondent shall ensure that at least once a week during the school year, beginning with the first full week immediately following the CAFO's Effective Date, the following actions occur:
 - i. A Respondent facility manager or delegated supervisor with management authority shall walk or slowly drive through and check the facility parking lot(s) during periods when School Buses are starting up in preparation for their morning routes, to ensure that employees and contractors who operate Respondent's School Buses are not engaged in Excessive Motor Vehicle Idling.
4. As of the CAFO's Effective Date, Respondent shall maintain the following written records for no less than three years and make them available upon request from EPA. Paragraphs 4(a), (b), (d), (f)-(g) below apply to Respondent in all jurisdictions where it currently operates school buses. Paragraphs 4(c) and (e) below apply to Respondent's operations in Connecticut.
- (a) Documentation of all instances of Excessive Motor Vehicle Idling, as required by Paragraph 2(a) above;

- (b) Documentation demonstrating that the weekly reviews of the School Bus idling data had been performed as required by Paragraph 2(a) above;
- (c) Documentation demonstrating that the weekly anti-idling walk through or drive through of Respondent's facilities had been performed as required by Paragraph 3(b) above;
- (d) Documentation of all anti-idling coaching sessions, as required by Paragraph 2(a)(ii) above;
- (e) Documentation of all anti-idling coaching sessions, as required by Paragraph 3(a) above;
- (f) A list of all employees and contractors who attended each of the Trainings required by Paragraph 2(b)(ii) above; and
- (g) The signed written confirmations required by Paragraph 2(b)(ii) above.