

**U.S. ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C.**

In the Matter of:

Volvo Construction Equipment
North America, Inc.

Respondent

ADMINISTRATIVE
SETTLEMENT AGREEMENT

AED/MSEB -7221

This Administrative Settlement Agreement is made and entered into by and between the United States Environmental Protection Agency (EPA) and Volvo Construction Equipment North America, Inc., One Volvo Drive, Asheville, N.C. 28803 (Respondent).

Purpose:

1. The purpose of this Administrative Settlement Agreement (Agreement) is to resolve alleged violations of Sections 203(a) and 213(d) of the Clean Air Act (CAA), 42 U.S.C. §§ 7522(a), and 7547(d), and the implementing Compression-Ignition (CI) nonroad engine regulations, 40 C.F.R. Part 89 (CI Non-Road Regulations).

Statutory Authority:

2. Sections 203(a) and 213(d) of the CAA, 42 U.S.C. §§ 7522(a), and 7547(d), prohibit any person from importing any new nonroad vehicle or engine unless such vehicle or engine is covered by a certificate of conformity issued and in effect, and bears the required EPA emissions label.

Regulatory Authority - CI Non-Road Regulations:

3. 40 C.F.R. § 89.1003(a)(1)(ii) prohibits any person from importing into the United States any CI engine manufactured after the effective dates of the regulations, unless such engine is covered by a certificate of conformity issued by EPA.
4. 40 C.F.R. § 89.1003(a)(4)(ii) prohibits the sale, offer for sale, introduction, or delivery into commerce by an engine manufacturer of a nonroad CI engine manufactured after the effective dates of the regulations, unless a label or tag is affixed to the engine in accordance with 40 C.F.R. § 89.110.

5. 40 C.F.R. § 89.2 defines an engine manufacturer as any person engaged in the manufacturing or assembling of a new nonroad engines or importing such engines for resale, or who acts for and is under the control of any such person in connection with the distribution of such engines.
6. 40 C.F.R. § 89.110 requires the original engine manufacturer to affix, at the time of manufacture of a certified CI engine, a permanent and legible label identifying each nonroad engine and containing certain information. The label must readily be visible after the engine is installed in the equipment.
7. 40 C.F.R. §§ 89.110(a)(1), (2) and (5) require the label to be attached in such a manner that it cannot be removed without destroying or defacing the label; be durable and readable for the entire engine life; and be located so as to be readily visible to the average person after the engine is installed in the equipment.

Definitions:

8. For the purposes of this Agreement, the following definitions apply:
 - a. *This matter*: as used in this Agreement means Respondent's importation of the 137 nonroad engines as described in Paragraphs 9 and 10 of this Agreement, and Appendixes A and B (the Subject Engines) and any civil liability that may apply to such violations.
 - b. *Certificate of conformity*: the document issued by EPA to a manufacturer under 40 C.F.R. § 89.105, as applicable, after EPA determines that the manufacturer's application is complete and that the engine family meets the requirements of 40 C.F.R. Part 89 and the CAA.
 - c. *Certificate holder*: the manufacturer to whom EPA has issued the Certificate of Conformity.
 - d. *Certified engine*: a nonroad engine built after the applicable dates of the regulations and that is covered by a Certificate of Conformity.

- e. *Uncertified engine*: a nonroad engine built after the applicable dates of the regulations but that is not covered by a Certificate of Conformity issued by EPA.
- f. *Applicable regulation and dates*: 40 C.F.R. Part 89 is applicable to compression-ignition nonroad engines built after the applicability dates.
- g. *Export*: to transport to a location outside of the United States and its territories, Canada, and Mexico.
- h. *Destroy*: the complete destruction of the Subject Engine. The engine shall be crushed or broken in such a manner that the engine or its parts can never be used to power anything.

Background:

9. On March 27, 2007 and April 4, 2007, Respondent imported into Savannah, Georgia the thirty-two excavators containing CI non-road engines (the Subject Engines), as described in Appendix A to this Agreement.
10. The U.S. Customs and Border Protection (Customs) inspection of the Subject Engines revealed that the engines bore Emissions Information Labels that could be removed without destroying or defacing the label, in violation of 40 C.F.R. § 89.110(a)(1).
11. On April 18, 2007, EPA requested that the Customs Port in Savannah, Georgia seize the Subject Engines described in Appendix A.
12. On May 2, 2007, Respondent self-disclosed to EPA and requested EPA's Self-Disclosure Policy consideration for the 105 excavators identified in Appendix B to this Agreement. Respondent stated that the 105 excavators contained CI non-road engines (Subject Engines) were loaded on ships and destined for the United States before it became aware of EPA's position that emission labels on the thirty-two Subject Engines in Savannah bore defective emission labels. Respondent self-disclosed to EPA that the Subject Engines described in Appendix B may bear similar emission labels.

13. EPA's Self-Disclosure Policy allows EPA to not seek a gravity-based (i.e., non-economic benefit) penalty where the violator finds the violation through voluntary environmental audits or efforts that reflect due diligence, and promptly discloses and expeditiously corrects the violation.
14. The Self-Disclosure Policy also imposes important safeguards to prevent abuses of its use. These safeguards require: (1) prompt disclosure of the violation, (2) expeditious correction of the violation, (3) action to prevent recurrence of the violation, and (4) action to remedy any environmental harm that occurred as a result of the violation. Additionally, certain violations are ineligible for consideration under the policy such as: (1) repeat violations, (2) violations that caused actual harm, (3) violations that present imminent and substantial endangerment, and (4) violations that will allow companies to gain an economic advantage over competitors by delaying their investment in compliance.

Alleged Violations:

15. Based on the forgoing, EPA alleges that Respondent has committed at least thirty-two violations of Sections 203(a) and 213(d) of the CAA, 42 U.S.C. §§ 7522(a), and 7547(d) and the CI Non-Road Regulations, 40 C.F.R. Part 89.
16. By entering into this Agreement, Respondent does not admit that it has committed any violation of the Clean Air Act or its implementing regulations.

Terms of Agreement:

17. Respondent has agreed to pay a civil penalty of \$187,000 within thirty days from the date of this Agreement to the United States of America. Late payment of the civil penalty is subject to interest and fees as specified in 31 U.S.C. § 3717, plus the stipulated penalties as specified in Paragraph 22 of this Agreement. Respondent agrees to pay the amount by certified check or cashier's check payable to the United States of America, and to mail the payments to:

U.S. Environmental Protection Agency
Washington Accounting Operations
P.O. Box 360277M
Pittsburgh, Pennsylvania 15251
Attn: AED/MSEB - 7221

18. Within thirty days of this Agreement, or such longer period of time if required by Customs, Respondent shall export or destroy the Subject Engines. This exportation or destruction shall be carried out under the supervision of Customs. Respondent shall certify to EPA and provide supporting documents that the Subject Engines were either exported or destroyed.
19. In lieu of exporting or destroying each Subject Engine as required by Paragraph 18 of this Agreement, the Certificate Holder for the Subject Engines may remove each non-complying label from the Subject Engines and affix a complying EPA emissions information label to each of the Subject Engines (replacement label). This corrective action shall be accomplished in the following manner:
 - (a) the Certificate Holder shall send to EPA a sample of the proposed replacement label and a technical description of the method and procedures that the Certificate Holder will use to affix the replacement label to the Subject Engine. The replacement label must contain all the information specified at 40 C.F.R. § 89.110. In addition, the replacement label and method and procedures used to affix the label must be designed to ensure that the replacement label is permanently affixed and cannot be removed without destroying or defacing the label. This submission, affidavit, and all other correspondence concerning this Agreement shall be sent to Jocelyn L. Adair, at the address specified in Paragraph 20 of this Agreement.
 - (b) Where EPA determines that the proposed sample label is deficient, EPA may notify the Certificate Holder and the Respondent of the deficiency of the proposed label within five days of receiving the proposed label from the Certificate Holder.

If EPA provides comments on the deficiency of the label or process for affixing the label, the Certificate Holder shall revise its label and/or process according to EPA's comments or provide EPA with an explanation as to why the label/or process is not deficient.

- (c) The Certificate Holder shall establish and fully document a chain of custody for the replacement labels from the time of production until the time of installation on the Subject Engines, and destruction of any unused replacement label.
- (d) This corrective action shall be conducted under the observation of U.S. Customs, or a board certified licensed professional engineer (Observer) not employed directly by either the Respondent or the Certificate Holder. The corrective action shall be completed within thirty days following the date of this Agreement, or such longer period of time if requested by Respondent and approved by EPA for good cause shown.
- (e) The Certificate Holder shall inspect the Subject Engines to determine whether or not the engine is covered under an EPA engine family that it has certified with EPA.
- (f) Where the Certificate Holder has determined that the Subject Engine is covered under an EPA-issued Certificate of Conformity, the Certificate Holder shall remove the non-complying label and give it to the Observer, and shall attach the replacement label in accordance with the procedure submitted to EPA in the above Subparagraph “ (a) ”.
- (g) After the replacement label has been affixed to each of the Subject Engines, the Observer shall randomly select from each entry one Subject Engine from each model (the Test Sample Engines) to determine whether or not the replacement label is permanently attached to the Subject Engine and cannot be removed without destroying or defacing the replacement label. Any Test Sample Engines

whose replacement label is destroyed or defaced during this test must be relabeled by the Certificate Holder. However, where the replacement label on a Test Sample Engine can be removed without destroying or defacing the replacement label, the Test Sample Engine and the related model Subject Engines must be exported or destroyed.

- (h) Within thirty days of this Agreement (or such longer period of time if requested by Respondent and approved by EPA for good cause shown), Respondent shall provide EPA with a report that fully describes and certifies the corrective action taken. The report must include the following:
 - (1) an affidavit from the Certificate Holder who has performed the corrective action work. The affidavit shall certify the date, time, and place of the corrective action work, identify each person doing the work, identify the serial number of each Subject engine that was re-labeled, provide a clear readable picture of the replacement label affixed to each model of the Subject Engines, and provide the results of any tests performed to determine whether or not the replacement label was permanent and could not be removed without destroying or defacing the label,
 - (2) an unconditional statement from the Certificate Holder certifying that the Subject Engines comply with all requirements of the Clean Air Act and 40 C.F.R. Part 89.
- (i) Where the Observer determines that a replacement label is non-complying, or can be removed without destroying or defacing the label, or the corrective action work has not been performed, the Observer will report his or her findings to EPA and Respondent shall either export or destroy the Subject Engines.
- (j) Where a replacement label on a Test Sample Engine contains all the specified information and cannot be removed without destroying or defacing the replacement label, the Test Sample Engine (once re-labeled, if necessary) and the

related model Subject Engines may be sold or introduced into commerce by Respondent.

- (k) The Observer shall destroy all but five of the removed labels no later than the day the last Subject Engine receives a replacement label. The Observer shall cut the remaining five labels in half and give them to the Certificate Holder. The Certificate Holder will retain the remaining five labels for purposes of further analysis by the Certificate Holder.

20. A copy of the payment check and all correspondence to EPA concerning this Agreement shall be sent to:

(Regular Mail)

Jocelyn Adair, Esq.
U.S. Environmental Protection Agency
Mail Code 2242A
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460
Attn: AED/MSEB-7221

(Courier Service)

Jocelyn Adair, Esq.
U.S. EPA
Ariel Rios South, Room 1109A
1200 Pennsylvania Avenue, N.W.
Washington, DC 20004

Root Cause Analysis and Corrective Action Compliance Plan:

21. Within thirty days from the date of this Agreement, Respondent shall initiate a thorough review and assessment of its non-road engine labeling practices and procedures to ensure that all labels are permanently affixed on Respondent's engines and/or equipment at the time of manufacture and otherwise comply with the requirements of 40 C.F.R. § 89, in particular to ensure that labels once affixed cannot be removed without being destroyed or defaced at any point during the life of the engines, and during the manufacturing and assembly process (including during overseas shipment for assembly, and for importation into the United States). Respondent shall, as part of such review:

- (a) Review regulatory requirements for labels on non-road engines;
- (b) Analyze a representative sample of the Subject Engines and labels to determine the potential cause(s) of label noncompliance;

- (c) Review current labeling procedures and associated quality assurance and/or control practices, including label installation procedures, label design and label performance characteristics; and
- (d) Identify and implement corrective action(s) to label installation procedure/design/performance as well as quality assurance/quality control procedures at locations where Respondent's non-road equipment is manufactured and/or assembled, and for shipment to the United States, to ensure that labels remain permanently affixed and attached such that they cannot be removed without their being defaced or destroyed.

Respondent shall complete the review and analysis required by this Paragraph 17, and shall implement all corrective actions, within [180] days of the effective date of this Agreement. Respondent shall, within [210] days of the effective date of this Agreement, submit a report to EPA of the Root Cause Analysis and Corrective Action Plan detailing the analysis, cause(s) of noncompliance, and all corrective actions implemented by Respondent. Such report shall include example(s) of new or redesigned label(s) identified for use by Respondent as a result of the Root Cause Analysis and Corrective Action Plan.

General Provisions:

- 22. The effective date of this Agreement is the date that EPA executes the Agreement and provides a copy of the executed Agreement to Respondent.
- 23. Respondent hereby represents that the individual executing this Agreement on behalf of Respondent is authorized to do so on behalf of Respondent and that such execution is intended and is sufficient to bind Respondent, Respondent's agents, assigns, or successors.
- 24. Notwithstanding any other provisions of this Agreement, upon Respondent's default or failure to comply with any terms of this Agreement, EPA may refer this matter to the

United States Department of Justice to recover civil penalties pursuant to Section 205 of the Act, 42 U.S.C. § 7524, and pursue any other remedies available to it. Respondent specifically agrees that in the event of such default or failure to comply, EPA may proceed in an action based on the original claim of violation of the Act and 40 C.F.R. Part 89. Respondent expressly waives Respondent's right to assert that such action is barred by any applicable statutes of limitation, see *e.g.* 28 U.S.C. § 2462.

25. This settlement is contingent upon the truthfulness, accuracy and completeness of Respondent's disclosure and representation to EPA, and the prompt and complete remediation of any violations in accordance with this agreement.

Stipulated Penalties:

26. For failure to comply with the terms of this Agreement on a timely basis Respondent shall pay stipulated penalties to the United States as follows:
- a. For failure to pay the civil penalty or provide proof thereof, pursuant to Paragraphs 17 and 20, \$250.00 per day; and
 - b. For failure to export or destroy or relabel the Subject Engines or provide proof thereof, pursuant to Paragraphs 18, 19, and 20, \$250.00 per day.
 - c. For failure to provide the reports specified in Paragraphs 19 and 21, \$250 per day.
27. All stipulated penalties under Paragraph 26 of this Agreement shall begin to accrue on the day after performance is due, and shall continue to accrue until the day compliance is achieved. Nothing herein shall prevent simultaneous accrual of separate stipulated penalties for separate violations of this Agreement. All stipulated penalties shall be paid in the manner specified in Paragraph 17 of this Agreement. In addition, a copy of the transmittal letter(s) and check(s) shall be sent to Jocelyn Adair at the address specified in Paragraph 20. All stipulated penalties shall be paid to the United States of America within 5 days of written demand by EPA (the due date). Late payment of the penalty is subject to interest and fees as specified in 31 U.S.C. § 3717. Stipulated penalties shall

not be construed as prohibiting, altering, or in any way limiting the ability of EPA from seeking any other remedy or sanction available by virtue of Respondent's violation of this Agreement or of the statutes or regulations upon which the Agreement is based.

Enforcement:

28. Upon completion of the terms of this Agreement, the alleged violations described in this Agreement shall be deemed terminated and resolved. Nothing herein shall limit the right of EPA to proceed against Respondent in the event of default or noncompliance with this Agreement; or for other violations of law; or with respect to other matters not within the scope of the Agreement. This Agreement in no way affects, or relieves Respondent of responsibility to comply with other state, federal or local law or regulations.

The following agree to the terms of this Agreement:

Volvo Construction Equipment North America, Inc.

By: Martha Boyd

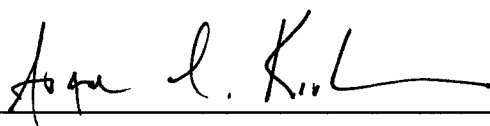
Date: May 8 2007

Printed Name: Martha Boyd

Printed Title: VP, General Counsel & Secretary

Administrative Settlement Agreement - *In the Matter of Volvo Construction Equipment North America, Inc., AED/MSEB - 7221*

U.S. Environmental Protection Agency

By:  Date: May 11, 2007

Adam M. Kushner
Director
Air Enforcement Division

Appendix A

Table: Model No.: EC330BLC

Entry Date	Entry Number	Excavator Model	No.	Serial Number
3/27/2007	413-2762828-9	EC330BLC	1	608604
			2	611984
			3	611868
			4	611866
			5	611867
			6	611871
			7	612571
			8	612577
			9	612576
			10	612572
3/27/2007	413-2763068-1		11	611870
4/4/2007	413-2763084-8		12	612574
			13	612503
			14	612575
			15	613373
			16	614280

Table: Model No.: EC360BLC

Entry Date	Entry Number	Excavator Model	No.	Serial Number
3/27/2007	413-2762828-9	EC360BLC	1	608371
			2	611987
			3	611985
			4	611872
			5	611865
			6	612501
			7	614283
			8	614165
			9	614279

Appendix A (Continued, pg. 2 of 2)

Table: Model No.: EC460BLC

Entry Date	Entry Number	Excavator Model	No.	Serial Number
3/27/2007	413-2762828-9	EC460BLC	1	606867
			2	607806
			3	607833
			4	607807
			5	607809
			6	607808
			7	608620

APPENDIX B

No.	Excavator Model	Machine S/N	Engine S/N	Port
1	EC330BLC	80292	616198	Baltimore
2	EC330BLC	80293	616201	Baltimore
3	EC330BLC	80294	616193	Baltimore
4	EC330BLC	80295	616724	Baltimore
5	EC330BLC	80301	616698	Savannah
6	EC330BLC	80302	617307	Savannah
7	EC330BLC	80303	617473	Savannah
8	EC330BLC	80304	617440	Savannah
9	EC330BLC	80305	617785	Savannah
10	EC330BLC	80306	617689	Savannah
11	EC330BLC	80307	617725	Baltimore
12	EC330BLC	80308	617772	Savannah
13	EC330BLC	80309	617788	Baltimore
14	EC330BLC	80310	617701	Savannah
15	EC330BLC	80311	617718	Savannah
16	EC330BLC	80312	617773	Savannah
17	EC330BLC	80313	617687	Baltimore
18	EC330BLC	80314	617783	Baltimore
19	EC330BLC	80315	617693	Long Beach
20	EC330BLC	80316	618174	Savannah
21	EC330BLC	80317	618180	Savannah
22	EC330BLC	80318	618148	Long Beach
23	EC330BLC	80319	618177	Savannah
24	EC330BLC	80320	681842	Baltimore
25	EC330BLC	80321	618172	Baltimore
26	EC330BLC	80322	617702	Savannah
27	EC330BLC	80323	618181	Baltimore
28	EC330BLC	80324	618139	Baltimore
29	EC330BLC	80325	618150	Savannah
30	EC330BLC	80326	618146	Baltimore
31	EC330BLC	80327	618147	Savannah
32	EC330BLC	80328	618178	Savannah
33	EC330BLC	80329	618190	Baltimore
34	EC330BLC	80330	618149	Savannah
35	EC330BLC	80331	618140	Savannah
36	EC330BLC	80332	618141	Savannah
37	EC330BLC	80333	618613	Savannah
38	EC330BLC	80334	618618	Savannah
39	EC330BLC	80335	618615	Savannah
40	EC330BLC	80336	618616	Savannah

41	EC330BLC	80337	618522	Savannah
42	EC330BLC	80338	618610	Baltimore
43	EC360BLC	80724	616205	Baltimore
44	EC360BLC	80726	616196	Baltimore
45	EC360BLC	80727	616199	Baltimore
46	EC360BLC	80732	616676	Savannah
47	EC360BLC	80733	616746	Baltimore
48	EC360BLC	80734	616725	Baltimore
49	EC360BLC	80743	616726	Savannah
50	EC360BLC	80744	617296	Baltimore
51	EC360BLC	80475	616723	Baltimore
52	EC360BLC	80746	616697	Baltimore
53	EC360BLC	80748	617306	Baltimore
54	EC360BLC	80789	618175	Long Beach
55	EC360BLC	80792	617692	Baltimore
56	EC360BLC	80793	617688	Savannah
57	EC360BLC	80794	617690	Savannah
58	EC360BLC	80795	617717	Savannah
59	EC360BLC	80796	617691	Savannah
60	EC360BLC	80797	617694	Baltimore
61	EC360BLC	80798	617774	Baltimore
62	EC360BLC	80799	617786	Baltimore
63	EC360BLC	80800	617789	Savannah
64	EC360BLC	80803	618189	Savannah
65	EC360BLC	80804	618143	Savannah
66	EC360BLC	80805	618144	Savannah
67	EC360BLC	80806	618145	Baltimore
68	EC360BLC	80807	618173	Baltimore
69	EC360BLC	80808	618179	Baltimore
70	EC360BLC	80809	618529	Baltimore
71	EC360BLC	80810	618614	Baltimore
72	EC360BLC	80811	618609	Everett
73	EC360BLC	80812	618526	Everett
74	EC360BLC	80813	618612	Savannah
75	EC360BLC	80814	618527	Savannah
76	EC360BLC	80815	618525	Savannah
77	EC360BLC	80816	618608	Savannah
78	EC360BLC	80817	618607	Long Beach
79	EC360BLC	80818	618611	Long Beach
80	EC360BLC	80819	618524	Long Beach
81	EC360BLC	80820	618523	Long Beach
82	EC360BLC	80821	618518	Long Beach
83	EC360BLC	80825	618528	Long Beach
84	EC360BLC	80826	618517	Long Beach

85	EC360BLC	80827	618530	Long Beach
86	EC460BLC	80547	613553	Savannah
87	EC460BLC	80548	613556	Baltimore
88	EC460BLC	80557	614310	Baltimore
89	EC460BLC	80558	614313	Baltimore
90	EC460BLC	80577	616315	Baltimore
91	EC460BLC	80578	616314	Savannah
92	EC460BLC	80579	616316	Baltimore
93	EC460BLC	80580	616208	Long Beach
94	EC460BLC	80581	616341	Savannah
95	EC460BLC	80582	616342	Savannah
96	EC460BLC	80583	616317	Savannah
97	EC460BLC	80584	616320	Savannah
98	EC460BLC	80585	616209	Baltimore
99	EC460BLC	80588	616751	Savannah
100	EC460BLC	80589	616750	Savannah
101	EC460BLC	80590	616752	Baltimore
102	EC460BLC	80591	616786	Everett
103	EC460BLC	80592	616789	Everett
104	EC460BLC	80593	616747	Everett
105	EC460BLC	80595	616788	Everett

**APPENDIX B1
Baltimore**

No.	Excavator Model	Machine S/N	Engine S/N	Port
1	EC330BLC	80292	616198	Baltimore
2	EC330BLC	80293	616201	Baltimore
3	EC330BLC	80294	616193	Baltimore
4	EC330BLC	80295	616724	Baltimore
11	EC330BLC	80307	617725	Baltimore
13	EC330BLC	80309	617788	Baltimore
17	EC330BLC	80313	617687	Baltimore
18	EC330BLC	80314	617783	Baltimore
24	EC330BLC	80320	681842	Baltimore
25	EC330BLC	80321	618172	Baltimore
27	EC330BLC	80323	618181	Baltimore
28	EC330BLC	80324	618139	Baltimore
30	EC330BLC	80326	618146	Baltimore
33	EC330BLC	80329	618190	Baltimore
42	EC330BLC	80338	618610	Baltimore
43	EC360BLC	80724	616205	Baltimore
44	EC360BLC	80726	616196	Baltimore
45	EC360BLC	80727	616199	Baltimore
47	EC360BLC	80733	616746	Baltimore
48	EC360BLC	80734	616725	Baltimore
50	EC360BLC	80744	617296	Baltimore
51	EC360BLC	80475	616723	Baltimore
52	EC360BLC	80746	616697	Baltimore
53	EC360BLC	80748	617306	Baltimore
55	EC360BLC	80792	617692	Baltimore
60	EC360BLC	80797	617694	Baltimore
61	EC360BLC	80798	617774	Baltimore
62	EC360BLC	80799	617786	Baltimore
68	EC360BLC	80807	618173	Baltimore
69	EC360BLC	80808	618179	Baltimore
70	EC360BLC	80809	618529	Baltimore
71	EC360BLC	80810	618614	Baltimore
87	EC460BLC	80548	613556	Baltimore
88	EC460BLC	80557	614310	Baltimore
89	EC460BLC	80558	614313	Baltimore
90	EC460BLC	80577	616315	Baltimore
92	EC460BLC	80579	616316	Baltimore
98	EC460BLC	80585	616209	Baltimore
101	EC460BLC	80590	616752	Baltimore

**APPENDIX B2
Savannah**

No.	Excavator Model	Machine S/N	Engine S/N	Port
5	EC330BLC	80301	616698	Savannah
6	EC330BLC	80302	617307	Savannah
7	EC330BLC	80303	617473	Savannah
8	EC330BLC	80304	617440	Savannah
9	EC330BLC	80305	617785	Savannah
10	EC330BLC	80306	617689	Savannah
12	EC330BLC	80308	617772	Savannah
14	EC330BLC	80310	617701	Savannah
15	EC330BLC	80311	617718	Savannah
16	EC330BLC	80312	617773	Savannah
20	EC330BLC	80316	618174	Savannah
21	EC330BLC	80317	618180	Savannah
23	EC330BLC	80319	618177	Savannah
26	EC330BLC	80322	617702	Savannah
29	EC330BLC	80325	618150	Savannah
31	EC330BLC	80327	618147	Savannah
32	EC330BLC	80328	618178	Savannah
34	EC330BLC	80330	618149	Savannah
35	EC330BLC	80331	618140	Savannah
36	EC330BLC	80332	618141	Savannah
37	EC330BLC	80333	618613	Savannah
38	EC330BLC	80334	618618	Savannah
39	EC330BLC	80335	618615	Savannah
40	EC330BLC	80336	618616	Savannah
41	EC330BLC	80337	618522	Savannah
46	EC360BLC	80732	616676	Savannah
49	EC360BLC	80743	616726	Savannah
56	EC360BLC	80793	617688	Savannah
57	EC360BLC	80794	617690	Savannah
58	EC360BLC	80795	617717	Savannah
59	EC360BLC	80796	617691	Savannah
63	EC360BLC	80800	617789	Savannah
64	EC360BLC	80803	618189	Savannah
65	EC360BLC	80804	618143	Savannah
66	EC360BLC	80805	618144	Savannah
74	EC360BLC	80813	618612	Savannah
75	EC360BLC	80814	618527	Savannah
76	EC360BLC	80815	618525	Savannah
77	EC360BLC	80816	618608	Savannah

86	EC460BLC	80547	613553	Savannah
91	EC460BLC	80578	616314	Savannah
94	EC460BLC	80581	616341	Savannah
95	EC460BLC	80582	616342	Savannah
96	EC460BLC	80583	616317	Savannah
97	EC460BLC	80584	616320	Savannah
99	EC460BLC	80588	616751	Savannah
100	EC460BLC	80589	616750	Savannah

APPENDIX B3
Long Beach

No.	Excavator Model	Machine S/N	Engine S/N	Port
19	EC330BLC	80315	617693	Long Beach
22	EC330BLC	80318	618148	Long Beach
54	EC360BLC	80789	618175	Long Beach
78	EC360BLC	80817	618607	Long Beach
79	EC360BLC	80818	618611	Long Beach
80	EC360BLC	80819	618524	Long Beach
81	EC360BLC	80820	618523	Long Beach
82	EC360BLC	80821	618518	Long Beach
83	EC360BLC	80825	618528	Long Beach
84	EC360BLC	80826	618517	Long Beach
85	EC360BLC	80827	618530	Long Beach
93	EC460BLC	80580	616208	Long Beach

APPENDIX B4
Everett

No.	Excavator Model	Machine S/N	Engine S/N	Port
72	EC360BLC	80811	618609	Everett
73	EC360BLC	80812	618526	Everett
102	EC460BLC	80591	616786	Everett
103	EC460BLC	80592	616789	Everett
104	EC460BLC	80593	616747	Everett
105	EC460BLC	80595	616788	Everett