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EXECUTION VERSION

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT  
CIVIL ACTION No. 2484-cv-02714

_____	)
COMMONWEALTH OF MASSACHUSETTS,	)
	)
Plaintiff,	)
	)
v.	)
	)
FEEDBACK EARTH, INC.,	)
	)
Defendant.	)
_____	)

**CONSENT JUDGMENT**

**I. INTRODUCTION**

WHEREAS, Plaintiff, the Commonwealth of Massachusetts (the "Commonwealth"), acting by and through the Attorney General's Office ("AGO") and the Massachusetts Department of Environmental Protection (the "Department"), has filed a Complaint in this action alleging that Defendant, FeedBack Earth, Inc. ("FeedBack Earth"), has operated its facility at 109 Creeper Hill Road, Grafton, Massachusetts (the "Facility") in a manner that has violated the Massachusetts Clean Air Act, G.L. c. 111, §§ 142A-O ("Clean Air Act"), the Massachusetts Solid Waste Management Act, G.L. c. 111, § 150A ("Solid Waste Act"), the regulations promulgated pursuant to both Acts, and its permits to operate under these Acts and regulations;

WHEREAS, the Complaint alleges that FeedBack Earth installed unauthorized machinery and processed unapproved feedstocks at the Facility over several months that caused emissions and odors up to at least four (4) miles from the Facility;

WHEREAS the Complaint alleges that these emissions and odors resulted in hundreds of complaints from Grafton residents and impacted nearby neighbors in several ways, including

JUDGMENT ENTERED ON DOCKET Dec 17 20 25  
PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 58(a)  
AND NOTICE SEND TO PARTIES PURSUANT TO THE PRO-  
VISIONS OF MASS. R. CIV. P. 77(d) AS FOLLOWS

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waking them from sleep, forcing them to close windows, and preventing them from the use and enjoyment of their properties, resulting in a condition of air pollution;

WHEREAS, the Complaint also alleges that FeedBack Earth violated provisions of its operating permits, including by storing spoiled food waste outside and failing to fulfill notification and reporting obligations;

WHEREAS, the Department and FeedBack Earth entered into an Administrative Consent Order with Penalty to address past compliance issues at the Facility, under which the Department issued four (4) stipulated penalty demands related to repeated odors;

WHEREAS, FeedBack Earth does not admit, and expressly denies, the allegations set forth in the Commonwealth's Complaint or any liability for the claims set forth in the Commonwealth's Complaint, except as provided in Section II (Jurisdiction and Venue);

WHEREAS, the Commonwealth's Complaint seeks injunctive relief and the assessment of civil penalties;

WHEREAS, the Commonwealth and FeedBack Earth (collectively, the "Parties") have reached an agreement to resolve the Commonwealth's claims against FeedBack Earth, including an agreement on the amount of a civil penalty;

WHEREAS, the Commonwealth and FeedBack Earth consent to the entry of this Consent Judgment without a trial on any issues and agree that the entry of this Consent Judgment is an appropriate means to resolve this case; and

WHEREAS, the Parties agree that the settlement of this matter has been negotiated in good faith and at arm's length, that implementation of this Consent Judgment will avoid prolonged, complicated, and expensive litigation and uncertainty between the Parties, and that

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this Consent Judgment is consistent with the goals of the Clean Air Act, the Solid Waste Act, and in the public interest.

NOW, THEREFORE, based on the Joint Motion of the Parties for Entry of this Consent Judgment, and before taking any testimony and without the adjudication of any issue of fact or law except as provided in Section II (Jurisdiction and Venue), it is **ADJUDGED, ORDERED, AND DECREED**, as follows:

### II. JURISDICTION AND VENUE

1. The Superior Court has jurisdiction over the subject matter of this action and the authority to grant the relief requested pursuant to G.L. c. 111, §§ 142A, 142B, and 150A, and c. 214, §§ 1 and 3(12). Venue is proper in Suffolk County pursuant to G.L. c. 223, § 5.

2. The Complaint alleges facts, which, if proven, would constitute good and sufficient grounds for the relief set forth in this Consent Judgment.

### III. PARTIES BOUND

3. This Consent Judgment shall constitute a binding agreement between the Parties, and FeedBack Earth consents to its entry as a final judgment by the Court and waives all rights of appeal upon its entry on the docket. If the Superior Court declines to enter this Consent Judgment on any ground except one related to form, this Consent Judgment is voidable at the option of either Party within fourteen (14) days of the Court's decision. If, on the other hand, the Superior Court determines that substantive modifications to this Consent Judgment are necessary prior to the Court's entry of it, the Parties shall enter into good faith negotiations to discuss the modifications, and this Consent Judgment shall be void unless the AGO and FeedBack Earth agree otherwise in writing within fourteen (14) days of the Court's decision.

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4. The provisions of this Consent Judgment shall apply to and bind FeedBack Earth, and any person or entity acting by, for, or through FeedBack Earth, including FeedBack Earth's managers, directors, officers, supervisors, employees, agents, servants, attorneys-in-fact, successors, and assigns, and those persons in active concert or participation with FeedBack Earth who receive notice of this Consent Judgment.

5. FeedBack Earth shall provide a true copy of this Consent Judgment to all of its managers, directors, officers, supervisors, employees, and agents whose duties might include compliance with any provision of this Consent Judgment. FeedBack Earth shall also provide a copy of this Consent Judgment to any contractor retained to perform work required under this Consent Judgment and shall condition any such contract on the contractor's performance of the work in compliance with the terms of this Consent Judgment.

6. FeedBack Earth shall not violate this Consent Judgment, and FeedBack Earth shall not allow its officers, directors, managers, supervisors, agents, servants, attorneys-in-fact, employees, successors, assigns, contractors, or persons in active concert or participation with FeedBack Earth to violate this Consent Judgment. In any action to enforce this Consent Judgment, FeedBack Earth shall not raise as a defense the failure by any of its officers, directors, managers, supervisors, agents, servants, attorneys-in-fact, employees, successors, assigns, contractors, or persons in active concert or participation with FeedBack Earth to take any actions necessary to comply with the provisions of this Consent Judgment.

7. In addition to any relief specifically provided in this Consent Judgment, FeedBack Earth understands and agrees that violations of this Consent Judgment may be punishable by contempt. FeedBack Earth shall have the right to contest any such legal claim or separate or ancillary action by the Commonwealth, and FeedBack Earth expressly reserves all factual and

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legal rights and defenses in any such claim or action except as otherwise stated in this Consent Judgment.

**IV. PAYMENT OF CIVIL PENALTIES**

8. FeedBack Earth shall pay to the Commonwealth a civil penalty pursuant to the Clean Air Act and the Solid Waste Act in the amount of two-hundred fifty thousand dollars (\$250,000.00), in the following manner:

- a. Within three (3) days of the date that the Court enters this Consent Judgment onto the docket in this matter (“Entry Date”), FeedBack Earth shall pay to the Commonwealth the sum of one-hundred ten thousand dollars (\$110,000);
- b. Within six (6) months of the Entry Date, FeedBack Earth shall pay to the Commonwealth the sum of fifty-five thousand dollars (\$55,000);
- c. Within twelve (12) months of the Entry Date, FeedBack Earth shall pay to the Commonwealth the sum of fifty-five thousand dollars (\$55,000);
- d. The balance of the civil penalty, being thirty thousand dollars (\$30,000.00), shall be suspended (“Suspended Penalty”). The Commonwealth shall waive this Suspended Penalty two (2) years from the Entry Date, provided that FeedBack Earth has, in the opinion of the Department and the AGO, complied with all of the terms of this Consent Judgment in all material respects. If the Department or the AGO believe that FeedBack Earth has not complied with all of the terms of this Consent Judgment in all material respects at any time, the AGO may notify FeedBack Earth in writing of that determination and FeedBack Earth shall pay the Suspended Penalty, as well as all other unpaid installment payments set forth in this Paragraph 8, to the Commonwealth within fourteen (14) days of the written

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determination, unless FeedBack Earth requests reconsideration of the Commonwealth's determination pursuant to Section VIII (Dispute Resolution). If FeedBack Earth requests reconsideration pursuant to Section VIII (Dispute Resolution) and the Commonwealth's determination ultimately becomes final or is otherwise upheld in whole or in part, FeedBack Earth shall pay the Suspended Penalty to the Commonwealth within fourteen (14) days after the Commonwealth's determination is final or the court's decision is entered on the docket;

- e. Notwithstanding any other provision of this Section IV, the Commonwealth may, in its unreviewable discretion, waive any portion of the Suspended Penalty that becomes due pursuant to this Consent Judgment; and
- f. A total of one hundred ten thousand dollars (\$110,000) from the payments made pursuant to this Paragraph shall be deposited into the Environmental Justice Fund, Section 58 of Chapter 140 of the Acts of 2024, to be used consistent with the purposes of the Fund, to be administered and distributed by the Environmental Protection Division of the AGO.

9. FeedBack Earth shall make the above-described civil penalty payments to the Commonwealth by Electronic Funds Transfer ("EFT") to the Commonwealth of Massachusetts in accordance with current EFT procedures, using the following account information:

Commonwealth of Massachusetts, Office of Attorney General  
ABA#: 011075150  
ACCOUNT#: 00088882022  
SANTANDER BANK  
75 STATE STREET  
BOSTON, MA 02109  
TIN: 046002284

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and shall include the following in the payment information: “EPD, *Commonwealth v. FeedBack Earth Inc.*” Any payments received by the Commonwealth after 4:00 P.M. (Eastern Time) will be credited on the next business day. At the time of each payment to the Commonwealth, FeedBack Earth shall send notice that such payment has been made to the Commonwealth by electronic mail as set forth below in Section XI (Notices) and shall include the Payer’s Taxpayer Identification Numbers, all of the payment information stated in this Paragraph, and the amount of the payment.

**V. INJUNCTIVE RELIEF**

10. All terms in this Section shall be read consistently with the definitions set forth in the Clean Air Act, the Solid Waste Act, and the regulations duly promulgated pursuant to both Acts.

11. FeedBack Earth shall not violate the Clean Air Act, its implementing regulations, or any approval to operate a facility issued pursuant to the Clean Air Act.

12. FeedBack Earth shall not violate the Solid Waste Act, its implementing regulations, or any permit to operate a facility issued pursuant to the Solid Waste Act.

13. **Within two (2) business days of the Entry Date**, FeedBack Earth shall surrender its Non-Major Comprehensive Plan Approval, first issued to Troiano Trucking, Inc. on May 3, 2017, for the operation of the Facility (the “Plan Approval,” Transmittal Number X272179) and now held by FeedBack Earth.

14. **Within two (2) business days of the Entry Date**, FeedBack Earth shall surrender its Recycling, Composting, or Conversion Permit, issued to Troiano Trucking, Inc. on August 6, 2015, for the operation of the Facility (the “RCC Permit,” Transmittal Number X259964) and now held by FeedBack Earth.

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15. **Within two (2) business days of the Entry Date**, FeedBack Earth shall terminate all operations at the Facility, dismantle all equipment still present at the Facility, scrub clean all such equipment, and shall ensure removal and disposal of materials on site consistent with all applicable laws. This includes the removal of all foodstuffs, feedstocks, or other potentially odor-causing materials or equipment at the Facility.

16. **Within two (2) business days of the entry of this Consent Judgment**, FeedBack Earth shall withdraw its Non-Major Comprehensive Plan Approval Application (22-AQ02P-0016-APP) and its RCC Permit Application (20-SW46B/47B-0001-REN), which are on hold before the Department at the time of the entry of this Consent Judgment.

17. **Upon entry of this Consent Judgment**, the Department and FeedBack Earth shall stipulate to the dismissal of FeedBack Earth's adjudicatory appeal with the Department's Office of Appeals and Dispute Resolution, Docket Number 2024-007, without payment or admission of liability by FeedBack Earth.

## VI. SITE ACCESS AND PRESERVATION OF RECORDS

18. While the Facility remains under FeedBack Earth's ownership, the Department shall have the right to enter the Facility at all reasonable times during normal business hours (regardless of whether the facility is operating) and operational hours that occur outside of normal business hours, without securing any judicial or administrative warrants or other process, for the purposes of conducting any activity related to the enforcement of the terms of this Consent Judgment, or for inspections and monitoring compliance with any applicable laws or regulations. FeedBack Earth expressly consents to such entry by the Department. During any inspection of the Facility, Department personnel may take videos or photographs of anything at the Facility; may obtain copies of any record or other documentary evidence regarding the



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Facility or operations at the Facility that is kept at the Facility or any other location under the control of FeedBack Earth; and may take samples of any waste, product, soil, water, or other materials at the Facility. Any information, documents, samples, visual or recorded evidence, or materials or tangible evidence gathered by the Department during any inspection pursuant to this Paragraph may be used by the Commonwealth in an action to enforce this Consent Judgment or in any other administrative, civil, or criminal enforcement action against FeedBack Earth or its successor.

### VII. INTEREST AND COLLECTIONS

19. If any payment required pursuant to this Consent Judgment is late or not made, FeedBack Earth shall pay interest on any overdue amount for the period of such nonpayment at the rate of twelve percent (12%) pursuant to G.L. c. 231, § 6B, computed monthly, and shall pay all expenses associated with collection by the Commonwealth of the unpaid amounts and interest for any period of nonpayment after the payment obligation becomes due, including reasonable attorneys' fees.

### VIII. DISPUTE RESOLUTION

20. Unless otherwise provided in this Consent Judgment, the Dispute Resolution procedures in this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Judgment. These procedures, however, shall not apply to actions by the Commonwealth or the Department to enforce obligations of FeedBack Earth that have not been disputed in accordance with this Section.

21. If FeedBack Earth disagrees with a written determination of the AGO, then FeedBack Earth may, within thirty (30) days of the date of the determination, request reconsideration of the determination by submitting to the Department, with a copy to the AGO, any information or

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material it believes demonstrates that the AGO's determination was erroneous. Unless otherwise provided in this Consent Judgment, FeedBack Earth's failure to submit a request for reconsideration within the period specified in this Paragraph shall constitute a waiver of FeedBack Earth's ability to seek reconsideration and, in that case, the AGO's determination shall be final and unreviewable. If, after consideration of a timely request for reconsideration, the Department and the AGO decide to affirm, in whole or in part, the AGO's original determination, then the AGO shall notify FeedBack Earth of its determination on reconsideration.

22. The AGO's determination on reconsideration shall be final unless FeedBack Earth seeks judicial review of the dispute by filing with the Court and serving on the Commonwealth, in accordance with Section XI (Notices), a motion in this case requesting judicial resolution of the dispute within fourteen (14) days of receipt of the AGO's determination. In an action for judicial review under this Section, FeedBack Earth shall bear the burden of demonstrating that the AGO's determination on reconsideration was arbitrary and capricious, or otherwise not in accordance with law. FeedBack Earth's motion and supporting memorandum shall not raise any new issues or be based on new facts or information that FeedBack Earth did not present previously to the Department or the AGO during the dispute resolution process described in this Section.

### **IX. EFFECT OF CONSENT JUDGMENT**

23. Upon compliance with the requirements of this Consent Judgment, (a) this Consent Judgment shall resolve any and all of FeedBack Earth's liability for the specific legal claims alleged against it in the Complaint, and (b) the Commonwealth shall release FeedBack Earth, for liability for the specific legal claims alleged against FeedBack Earth in the Complaint.

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24. Nothing in this Consent Judgment: (a) shall bar any action by the Commonwealth on any legal claim not specifically pleaded in the Complaint or for any violations not revealed to the Commonwealth; (b) shall be deemed to excuse noncompliance by FeedBack Earth or any of the persons or entities otherwise bound by this Consent Judgment with any law or regulation; or (c) shall preclude a separate or ancillary action by the Commonwealth to enforce the terms of this Consent Judgment, or any permit or other approval issued by the Department relative to the Facility.

25. Nothing in this Consent Judgment shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Judgment.

**X. MISCELLANEOUS**

26. FeedBack Earth understands and agrees that, pursuant to 11 U.S.C. § 523(a)(7), the civil penalty and any other costs or sums that FeedBack Earth may be required to pay under this Consent Judgment are not subject to discharge in any bankruptcy.

27. FeedBack Earth shall pay all expenses, including reasonable attorneys' fees and costs, incurred by the Commonwealth in the enforcement of this Consent Judgment.

28. FeedBack Earth waives entry of findings of fact and conclusions of law pursuant to Rule 52 of the Massachusetts Rules of Civil Procedure.

29. The titles in this Consent Judgment have no independent legal significance and are used merely for the convenience of the Parties.

30. Massachusetts law shall govern the interpretation and enforcement of this Consent Judgment.

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31. In computing any period of time under this Consent Judgment, where the last day would fall on a Saturday, Sunday, or State or Federal holiday, the period shall run until the close of business of the next business day.

**XI. NOTICES**

32. Unless otherwise specified in this Consent Judgment, notices and submissions required by this Judgment shall be made in writing by first class mail to the following addresses:

For the Attorney General's Office and the  
Commonwealth:  
Zeus H. Smith  
Assistant Attorney General  
Environmental Protection Division  
Office of the Attorney General  
One Ashburton Place, 18th Floor  
Boston, MA 02108  
(617) 963-2294  
[zeus.smith@mass.gov](mailto:zeus.smith@mass.gov)

For the Department:  
Anne Blackman  
Chief Regional Counsel  
Massachusetts Department of  
Environmental Protection  
8 New Bond Street  
Worcester, MA 01606  
(617) 352-4746  
[anne.blackman@mass.gov](mailto:anne.blackman@mass.gov)

For FeedBack Earth, Inc.:  
FeedBack Earth, Inc.  
c/o Northwest Registered Agent Service, Inc.  
Attn: Taylor Newman  
82 Wendell Avenue, Suite 100  
Pittsfield, MA 01201  
(617) 412-1258  
[greenlee@feedback.earth](mailto:greenlee@feedback.earth)

with a copy to:

Brian M. Haney  
Casner & Edwards, LLP  
303 Congress Street  
Boston, MA 02210  
(857) 241-1380  
[haney@casneredwards.com](mailto:haney@casneredwards.com)

or, to such other place or to the attention of such other individual as a Party may from time to time designate by written notice to the other Party to this Consent Judgment.

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### **XII. INTEGRATION**

33. Except as expressly set forth in this Consent Judgment, this Consent Judgment sets forth all of the obligations of the Parties and represents the complete and exclusive statement of the Parties with respect to the terms of the settlement agreement embodied by this Consent Judgment; any other representations, communications or agreements by or between the Parties shall have no force and effect.

### **XIII. MODIFICATION**

34. The terms of this Consent Judgment 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 Judgment, it shall be effective only by written approval of the Parties and the approval of the Court. The AGO's decision to extend a deadline in this Consent Judgment shall not constitute a material change for purposes of this Paragraph.

### **XIV. AUTHORITY OF SIGNATORY**

35. The person(s) signing this Consent Judgment on behalf of FeedBack Earth acknowledges: (a) that they have personally read and understand each of the numbered Paragraphs of this Consent Judgment; (b) that, to the extent necessary, FeedBack Earth's managers, directors, officers, and shareholders have consented to FeedBack Earth entering into this Consent Judgment and to its entry as a Final Judgment; and (c) that they are authorized to sign and bind FeedBack Earth to the terms of this Consent Judgment.

### **XV. TERMINATION DATE**

36. FeedBack Earth may provide the AGO, with a copy to the Department, a written request for termination of this Consent Judgment after FeedBack Earth has: (a) maintained compliance with this Consent Judgment for two (2) years from the Entry Date; and (b) paid the

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civil penalty and any other costs due or that have become due under this Consent Judgment. The request for termination shall state that FeedBack Earth has satisfied the above requirements and shall include any necessary supporting documentation.

37. Following receipt by the AGO of FeedBack Earth's request for termination, the Parties shall confer informally concerning the request and any disagreement that the Parties may have as to whether FeedBack Earth has satisfactorily complied with the requirements for termination of this Consent Judgment. If the Commonwealth agrees that the Consent Judgment may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Consent Judgment.

38. If the Commonwealth does not agree that the Consent Judgment may be terminated, FeedBack Earth may invoke Dispute Resolution under Section VIII (Dispute Resolution) of this Consent Judgment. FeedBack Earth, however, shall not seek to utilize the Dispute Resolution process in Section VIII until sixty (60) days after service of its request for termination.

## XVI. RETENTION OF JURISDICTION

39. The Court shall retain jurisdiction over this case for purposes of entering orders modifying this Consent Judgment, or effectuating or enforcing compliance with the terms of this Consent Judgment and any permits, approvals, or directives issued by the Department or the AGO pursuant to the terms of this Consent Judgment.

## XVII. FINAL JUDGMENT

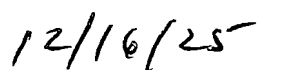
40. Upon approval and entry of this Consent Judgment by the Court, this Consent Judgment shall constitute a Final Judgment of the Court.

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**IT IS SO ORDERED. JUDGMENT** is hereby entered in accordance with the  
foregoing.

By the Court:

  
\_\_\_\_\_  
JUSTICE, SUPERIOR COURT

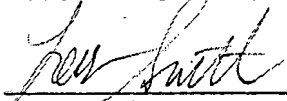
  
\_\_\_\_\_  
Date

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The Undersigned Parties enter into this Consent Judgment in the matter of  
*Commonwealth of Massachusetts v. FeedBack Earth, Inc.* (Suffolk Superior Court).

FOR THE COMMONWEALTH OF  
MASSACHUSETTS

ANDREA JOY CAMPBELL  
ATTORNEY GENERAL



Zeus H. Smith, BBO No. 712609

Assistant Attorney General

[zeus.smith@mass.gov](mailto:zeus.smith@mass.gov)

Jillian Riley, BBO No. 681846

Assistant Attorney General

[jillian.riley@mass.gov](mailto:jillian.riley@mass.gov)

Environmental Protection Division

Office of the Attorney General

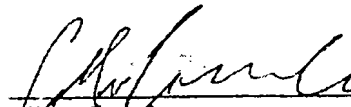
One Ashburton Place, 18th Floor

Boston, MA 02108

(617) 963-2294

Dated: December 12, 2025

FOR FEEDBACK EARTH, INC.



Alison Greenlee

President and CEO

[greenlee@feedback.earth](mailto:greenlee@feedback.earth)

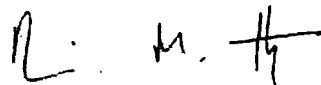
FeedBack Earth, Inc.

109 Creeper Hill Road

Grafton, MA 01536

Dated: December 5, 2025

FOR FEEDBACK EARTH, INC.



Edward V. Colbert, BBO No. 566187

Brian M. Haney, BBO No. 661674

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(617) 426-5900

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[haney@casneredwards.com](mailto:haney@casneredwards.com)

Dated: December 5, 2025