

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM FOR ADMINISTRATIVE ACTIONS

This form was originated by Wanda I. Santiago for Steven J. Viggiani 5/7/14  
Name of Case Attorney Date

in the ORC (RAA) at 918-1113  
Office & Mail Code Phone number

Case Docket Number CAA-DI-2014-0013

Site-specific Superfund (SF) Acct. Number \_\_\_\_\_

This is an original debt  This is a modification

Name and address of Person and/or Company/Municipality making the payment:

Cintas Corporation  
300 Highland Corporate Drive  
Cumberland, RI 02864

Total Dollar Amount of Receivable \$ 50,000 Due Date: 6/6/14

SEP due? Yes \_\_\_\_\_ No  Date Due \_\_\_\_\_

Installment Method (if applicable)

- INSTALLMENTS OF:
- 1<sup>ST</sup> \$ \_\_\_\_\_ on \_\_\_\_\_
  - 2<sup>nd</sup> \$ \_\_\_\_\_ on \_\_\_\_\_
  - 3<sup>rd</sup> \$ \_\_\_\_\_ on \_\_\_\_\_
  - 4<sup>th</sup> \$ \_\_\_\_\_ on \_\_\_\_\_
  - 5<sup>th</sup> \$ \_\_\_\_\_ on \_\_\_\_\_

For RHC Tracking Purposes:

Copy of Check Received by RHC \_\_\_\_\_ Notice Sent to Finance \_\_\_\_\_

**TO BE FILLED OUT BY LOCAL FINANCIAL MANAGEMENT OFFICE:**

IFMS Accounts Receivable Control Number \_\_\_\_\_

If you have any questions call: \_\_\_\_\_  
in the Financial Management Office Phone Number

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 1**

In the Matter of:	)	Docket No. CAA-01-2014-0013
	)	
Cintas Corporation	)	
300 Highland Corporate Drive	)	CONSENT AGREEMENT
Cumberland, Rhode Island 02864	)	AND FINAL ORDER
	)	
Proceeding under Section 113(d) of the	)	
Clean Air Act, 42 U.S.C. § 7413(d)	)	

**I. INTRODUCTION**

1. The United States Environmental Protection Agency ("EPA"), Region 1, has alleged that Cintas Corporation ("Cintas") has violated the Clean Air Act ("CAA"), 42 U.S.C. §§ 7401-7671q, and regulations implementing the CAA, at an industrial laundry facility owned and operated by Cintas in Cumberland, Rhode Island ("Cumberland Facility" or "Facility"). EPA Region 1 ("Complainant") and Cintas ("Respondent") have agreed to settle this matter through an administrative Consent Agreement and Final Order ("CAFO"). EPA's regulations governing CAA administrative penalty actions and settlements are set out at 40 C.F.R. Part 22. Pursuant to 40 C.F.R. § 22.13(b), this CAFO simultaneously commences and concludes this proceeding.

**II. ENFORCEMENT AUTHORITY**

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

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implementing regulations, including federally-approved regulations contained in the Rhode Island State Implementation Plan ("SIP"), and CAA subchapter V ("CAA Title V") and CAA Title V regulations. Pursuant to Section 113(d)(1) of the CAA, the Debt Collection Improvement Act ("DCIA"), 31 U.S.C. § 3701, and the DCIA's implementing regulations at 40 C.F.R. Part 19, EPA may assess penalties of up to \$37,500 per day for each violation of these CAA statutory provisions and regulations.

3. This CAFO alleges violations that occurred more than twelve months ago. EPA and the U.S. Department of Justice have jointly determined in accordance with Section 113(d)(1) of the CAA that this matter is appropriate for an administrative penalty action.

### **III. FACTUAL BACKGROUND**

4. Cintas is a publicly traded corporation organized under Washington law. Cintas's business includes the rental of textile products such as uniforms and towels.

5. Cintas owns and operates the Cumberland Facility, located at 300 Highland Corporate Drive in Cumberland, Rhode Island.

6. Since approximately 2004, Cintas has conducted industrial laundering and fleet operations at the Cumberland Facility to receive, wash, dry, package and redeliver textiles collected from customers. The laundered textiles include soiled shop towels containing dirt, oils, grease, and volatile organic compounds ("VOCs"). The laundered textiles do not include soiled print or furniture towels. The Facility's shop towel laundry operations produce VOC air emissions.



7. Based on information obtained from an EPA Region 1 inspection conducted in 2010, Cintas's responses to CAA Section 114 Reporting Requirements (including emissions test data), and other information provided by Cintas, EPA Region 1 determined that Cintas's Cumberland Facility violated the Rhode Island SIP and CAA Title V permitting requirements. EPA Region 1 issued Cintas a CAA Notice of Violation regarding these violations on April 1, 2013.

#### **IV. RHODE ISLAND SIP VIOLATIONS ALLEGED BY EPA**

8. The Rhode Island SIP contains various federally-approved (hereinafter, "SIP-approved") portions of the Rhode Island Air Pollution Control Regulations ("RI APC Regulations"). For reference, a version of the Rhode Island SIP can be accessed at [http://www.epa.gov/region1/topics/air/sips/sips\\_ri.html](http://www.epa.gov/region1/topics/air/sips/sips_ri.html).

9. The SIP-approved version of RI APC Regulation 9.2.1 provides that no person may construct, install or modify, or cause the construction, installation, or modification of any stationary source subject to RI APC Regulation 9 without obtaining an air pollution control permit.

10. The SIP-approved version of RI APC Regulation 9.3.1(g) provides that a minor source permit is required for the construction, installation, or modification of any stationary source or process having the potential to emit 10 pounds per hour or 100 pounds per day of any air contaminant into the atmosphere.

11. The SIP-approved version of RI APC Regulation 9.4.1 provides that a "major stationary source" is a stationary source that emits or has the potential to emit 50 tons per year or more of VOCs, or a stationary source that makes a physical change if the change would constitute a major stationary source by itself.

12. The SIP-approved version of RI APC Regulation 9.4.2 provides that a major source permit is required for new major stationary sources of VOCs or stationary sources that make major modifications that increase VOC emissions above permitting thresholds in areas designated as part of an ozone transport region pursuant to Section 184(a) of the CAA.

13. The Cumberland Facility's potential to emit exceeds 10 pounds of VOCs per hour, and 100 pounds of VOCs per day. Accordingly, the Facility requires an air permit pursuant to the SIP-approved version of RI APC Regulation 9.3.1(g) that addresses VOC emissions from the Facility's towel laundering and associated processes.

14. The Cumberland Facility's potential to emit exceeds 50 tons of VOCs per year. Accordingly, the Facility constitutes a major stationary source of VOCs and requires a major source air permit pursuant to the SIP-approved versions of RI APC Regulations 9.4.1 and 9.4.2.

15. To date, Cintas has no air pollution control permits for the Cumberland Facility pursuant to the SIP-approved RI APC Regulation 9 that address VOC emissions from the Facility's towel laundering and associated processes. Accordingly, EPA alleges that Cintas has violated and continues to violate this regulation.

16. The SIP-approved versions of RI APC Regulations 9.3.3 and 9.4.2 provide that minor and major stationary sources must apply certain air pollution controls for pollutants with potential to emit above threshold levels. A minor stationary source must apply "best achievable control technology" ("BACT"); a major stationary source must meet the "lowest achievable emissions rate" ("LAER") and obtain any necessary emissions offsets.



17. To date, Cintas has neither installed BACT, nor met LAER and obtained any necessary emissions offsets, at its Facility. Accordingly, EPA alleges that Cintas had violated and continues to violate the SIP-approved version of RI APC Regulation 9.

#### **V. CAA TITLE V PERMIT VIOLATIONS ALLEGED BY EPA**

18. Section 503(c) of the CAA, 42 U.S.C. § 7661b(c), and 40 C.F.R. § 70.5(a)(1), require a major source to apply for and obtain a CAA Title V operating permit within 12 months of becoming subject to a state's operating permit program.

19. Rhode Island has an approved Title V permit program, set out in RI APC Regulation 29. See 66 Fed. Reg. 49839 (Oct. 1, 2001). Rhode Island's Title V permit program requires that any major source, including a source that emits or has the potential to emit 50 tons or more of VOCs per year, must apply for a operating permit within 12 months of commencing operation. See RI APC Regulations 29.1.14(d), 29.2.1(a), 29.4.1, and 29.4.2(e). After the time that a source is required to apply for an operating permit, the source is prohibited from operating unless it is in compliance with an operating permit issued under Regulation 29. See RI APC Regulation 29.4.6.

20. Cintas's Cumberland Facility is a major source with the potential to emit 50 tons or more of VOCs per year. To date, Cintas has not applied for or obtained a Title V operating permit for the Facility, and has continued to operate the Facility without a Title V permit. Accordingly, EPA alleges that Cintas has violated and continues to violate Rhode Island's Title V operating permit program, Section 503(c) of the CAA, and 40 C.F.R. § 70.5.

## **VI. GENERAL TERMS**

21. The terms of this CAFO shall apply to and be binding on Complainant and on Respondent, its officers, directors, successors and assigns.

22. For the purposes of this CAFO and any action necessary to enforce it, Respondent admits that Complainant has jurisdiction over the subject matter described in the CAFO. Respondent neither admits nor denies the factual allegations and legal conclusions of violation contained in Sections III through V above. Respondent waives any right to a judicial or administrative hearing or appeal regarding the CAFO, or to otherwise contest the CAFO.

23. Respondent consents to the compliance provisions and conditions specified in Section VII and Appendix 1 of this CAFO, and to the assessment of the civil penalty set out in Section VIII below.

## **VII. COMPLIANCE MEASURES, PERMITTING AND REPORTING**

24. Cintas shall fully implement the compliance measures set out in Appendix 1, which are incorporated into this CAFO and are fully enforceable therein. Cintas shall implement the compliance measures by no later than the effective date of the CAFO except as otherwise provided in Appendix 1. Cintas shall continue to comply with the terms and conditions of Appendix 1 until such time that the Rhode Island Department of Environmental Management ("RI DEM") issues a federally-enforceable state air emissions permit to Cintas for the Cumberland Facility that incorporates terms and conditions no less stringent than those of Appendix 1.

25. Within 30 days after the effective date of this CAFO, Cintas shall submit for EPA's review and approval a draft application for a federally-enforceable state



air emissions permit for the Cumberland Facility that incorporates terms and conditions no less stringent than those set out in Appendix 1. Cintas shall submit its draft air permit to EPA's counsel for this matter at the address provided in Paragraph 33 below.

26. Within 30 days after EPA's receipt of the draft air permit application, EPA shall approve the application or provide Cintas with written comments regarding it. EPA's comments shall be limited to ensuring that the application contains terms and conditions that either incorporate or are more stringent than those set out in Appendix 1, and that the permit application otherwise complies with the requirements of this CAFO.

27. Within 15 days after Cintas's receipt of any EPA written comments, Cintas shall incorporate the comments and re-submit the draft permit application for EPA's review and approval as set out in Paragraph 26.

28. Within 15 days after EPA's approval of the draft permit application, Cintas shall submit the permit application, including all EPA-approved terms and conditions, to RI DEM for review and approval.

29. Cintas shall submit to EPA quarterly written reports regarding Cintas's compliance with the terms and conditions of this CAFO. Each report shall provide a detailed description of the actions Cintas has taken during the previous calendar quarter to comply with the CAFO's requirements (including actions related to obtaining the federally-enforceable state air permit described above in this Section), and shall specifically state whether Cintas has maintained compliance with the terms and conditions of Appendix 1. Cintas shall provide the reports within seven days after the following dates – June 30, 2014, September 30, 2014, December 31, 2014, and March 31, 2015 – except that Cintas is not required to provide reports for any quarters following



the one in which Cintas obtains from RI DEM a federally-enforceable state air permit as described in this Section.

#### **VIII. CIVIL PENALTIES**

30. Cintas shall pay a civil penalty of \$50,000. EPA has determined that this is an appropriate settlement penalty based on the nature of the alleged violations and other relevant factors, including EPA's settlement of two other CAA enforcement actions with Cintas involving industrial shop towel laundering facilities in Massachusetts and Maine.

31. Cintas shall pay the \$50,000 penalty within 30 days after the effective date of this CAFO. Cintas may make its penalty payment by electronic transfer, using the Fedwire option instructions at <http://www2.epa.gov/financial/makepayment>, or as otherwise directed by Complainant. Alternatively, Cintas may mail its payment by check as specified below. In either circumstance, Cintas's payment should reference the title of this action and the CAA case docket number (CAA-01-2014-0013).

32. If Cintas chooses to mail its penalty payment check, Cintas shall send a cashier's or certified check in the amount of \$50,000, payable to the order of the "Treasurer, United States of America," via regular mail to the following address:

U.S. Environmental Protection Agency  
Fines and Penalties  
Cincinnati Finance Center  
P.O. Box 979077  
St. Louis, MO 63197-9000

If Cintas sends the check via express mail, the following address shall be used:

U.S. Bank  
1005 Convention Plaza  
Mail Station SL-MO-C2GL  
St. Louis, MO 63101  
Contact: Natalie Pearson  
phone 314-418-4087

33. Cintas shall send a notice of the penalty payment and a copy of the check or wire payment documentation to:

Wanda I. Santiago  
Regional Hearing Clerk  
U.S. EPA, Region 1  
Mail Code ORA-18-1  
5 Post Office Square, Suite 100  
Boston, Massachusetts 02109-3812

and

Steven J. Viggiani  
Senior Enforcement Counsel  
U.S. EPA, Region 1  
Mail code OES04-3  
5 Post Office Square, Suite 100  
Boston, Massachusetts 02109-3912

34. If Cintas fails to pay the full amount of the penalty by its due date, Cintas shall pay interest on the late amount, a quarterly nonpayment penalty, and any governmental enforcement expenses incurred to collect the late payment, all in accordance with Section 113(d)(5) of the CAA, 42 U.S.C. § 7413(d)(5).

35. Cintas certifies that it shall not use any payments made pursuant to this Section or Section IX below in any way as, or in furtherance of, a tax deduction for Cintas under federal, state or local law.



## **IX. STIPULATED PENALTIES**

36. If Cintas fails to comply with any of the requirements of Paragraphs 28 or 29 above, or with any of the terms and conditions of Paragraphs 5, 6, 7 or 16 of Appendix 1, Cintas shall be liable for stipulated penalties of \$500 per day for each such failure. After the date upon which RI DEM issues the state air permit described in Paragraph 24 above, Cintas may become liable for stipulated penalties only for new violations of Paragraph 29 but shall remain liable for violations of any of the above-listed paragraphs that occur prior to that date.

37. Stipulated penalties arising under this Section shall accrue for each violation set out in Paragraph 36 above. Separate stipulated penalties shall accrue simultaneously for separate violations. Stipulated penalties shall accrue regardless of whether EPA has notified Cintas that a violation has occurred.

38. Stipulated penalties shall become due and owing, and shall be paid by Cintas, not later than thirty (30) days after EPA issues Cintas a written demand for them. If any such demanded stipulated penalties are not paid in full when due, Cintas shall pay the unpaid penalties and interest thereon. Such interest shall accrue from the date the penalties were due, and shall be calculated using the 5% interest rate currently set by the Internal Revenue Service for large corporate underpayments.

39. EPA, in an unreviewable exercise of its discretion, may reduce or waive stipulated penalties otherwise due it under this CAFO.

40. Stipulated penalty payments shall be made by electronic wire transfer, or by cashier's or certified check, in accordance with the procedures set out in Section VIII above. Cintas's notice of penalty payment required by Paragraph 33 shall

include a description of the calculation of the stipulated penalties (including any calculation of interest).

41. Stipulated penalties shall continue to accrue as provided in Paragraph 36 above during any dispute resolution for stipulated penalties arising under Section X below, with any interest on accrued penalties calculated using the interest rate set out in Paragraph 38 above, but need not be paid until the dispute is resolved by agreement between the parties or by a decision by EPA, at which time Cintas shall pay the accrued penalties determined to be owing, together with interest, to EPA within thirty (30) days of the effective date of the agreement or the receipt of EPA's decision.

42. The stipulated penalty provisions of this Section shall be in addition to all other rights reserved by EPA pursuant to Section XII below. Nothing in this Section shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek other remedies or sanctions available by virtue of any violation by Cintas of this CAFO or of the statutes, regulations or permits referenced within it.

#### **X. DISPUTE RESOLUTION**

43. If Respondent objects to any EPA action taken pursuant to Sections VII or IX, or Appendix 1, of this CAFO, Respondent may employ the dispute resolution provisions set out in the remainder of this Section, except where dispute resolution is expressly foreclosed by this CAFO.

44. Respondent shall notify EPA in writing of its objection(s) within ten (10) days of the disputed EPA action or within ten (10) days of Respondent's receipt of EPA's written demand for the disputed stipulated penalty. Respondent's written notice



("Objection Letter") shall describe the substance of the objection(s) and shall invoke this Section of the CAFO.

45. Upon EPA's receipt of Respondent's Objection Letter, the parties shall conduct informal negotiations for up to fifteen (15) business days. By agreement of the parties, a neutral facilitator or mediator may assist in the conduct of these negotiations. Respondent's obligation to perform the disputed action or pay the disputed stipulated penalty shall be suspended for the duration of this fifteen-day period. 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 dispute resolution (which can include more informal negotiations, mediation, or any other appropriate dispute resolution technique) 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.

46. Any mutual resolution reached by the parties pursuant to Paragraph 45 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 dispute resolution period specified in Paragraph 45 (including any agreed-upon extensions), then Respondent shall abide by EPA's position regarding the disputed action or stipulated penalty unless Respondent, within five (5) business days after the end of the period, notifies EPA in writing that it seeks further dispute resolution of the matter.

47. In this written notice, Respondent 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 Manager of the Legal Enforcement Office in EPA Region 1's Office of Environmental Stewardship, or with his or her designee, in order for Respondent to make an oral presentation of its position, Within fifteen (15) business days of receiving Respondent's written notice, and after any requested meeting with Respondent, the Legal Enforcement Office Manager or his or her designee shall issue a written decision to Respondent regarding the disputed issue. Such decision shall be final, incorporated as an enforceable provision of this CAFO, and followed by both parties.

#### **XI. FORCE MAJEURE**

48. A "force majeure event" is defined as an event arising from circumstances entirely beyond Cintas's control that delays or prevents the performance or completion of any requirement of this CAFO, despite Cintas's best efforts to avoid or minimize such delay or non-completion. Force majeure events shall not include unexpected or increased costs, changed financial circumstances, change of ownership of Cintas, or the financial inability of Cintas to meet any requirement of the CAFO.

49. If any event occurs that delays or prevents, or that is expected to delay or prevent, the performance or completion of a requirement of this CAFO, Cintas shall notify EPA in writing not more than ten (10) days after the event or Cintas's knowledge of the event, whichever is earlier. The notice shall describe in detail the expected length of the delay or non-completion, the cause(s) of the delay or non-completion, the measures taken or planned to be taken by Cintas to prevent or minimize the delay or non-completion, and the timetable for implementing these measures. Failure by Cintas 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 Cintas's right to request a performance extension based on the event.

50. If EPA and Cintas agree that the actual or expected delay in performing or completing 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 requirement's 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.

51. If EPA does not 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, EPA will notify Cintas in writing of its decision, and any delays in the performance or completion of the requirement shall not be excused.

52. If EPA and Cintas are unable to agree as to (a) whether Cintas's actual or expected delay in performing the requirement, or actual or expected non-completion of the requirement, has been or will be caused by a force majeure event; (b) the number of days of delay that have been or will be caused by the force majeure event; or (c) whether Cintas has complied with the notice requirements of Paragraph 49 above, EPA's decision shall be final and binding on both parties unless Cintas seeks dispute resolution pursuant to Section X above.

## **XII. EFFECT OF SETTLEMENT**

53. This CAFO constitutes a settlement by EPA of all claims for federal civil penalties under Section 113 of the CAA for the alleged violations set out in Sections IV and V through the effective date of this CAFO.

54. Nothing in this CAFO shall be construed to limit the authority of EPA or the United States to undertake any action against Cintas for criminal activity, or to respond to conditions which may present an imminent and substantial endangerment to the public health, welfare or the environment. EPA reserves all rights and remedies available to it to enforce the provisions of this CAFO, the CAA and its implementing regulations and permits, and any other federal, state or local law or regulation.

55. This CAFO shall not relieve Cintas of its obligations to comply with all applicable provisions of federal or state law, and shall not be construed to be a ruling or determination regarding any issue related to any federal, state or local permit. Except as provided in Paragraph 53 above, compliance with this CAFO shall not be a defense to any action subsequently commenced pursuant to environmental laws and regulations administered by EPA.

56. Each party shall bear its own costs, disbursements and attorney's fees in connection with this enforcement action, and specifically waives any right to recover such costs, disbursements or fees from the other party pursuant to the Equal Access to Justice Act, 5 U.S.C. § 504, or other applicable law.

57. Respondent's undersigned representative certifies that he or she is fully authorized by Respondent to enter into the terms and conditions of this CAFO and to execute and legally bind Respondent to it.




### XIII. TERMINATION

58. Cintas's obligations under this CAFO shall terminate upon the date that all of the following actions are fully performed: (a) issuance by RI DEM of the state air permit described in Paragraph 24; (b) filing by Cintas of the final report required by Paragraph 29; (c) payment in full by Cintas of all penalties specified in Section VIII; and (d) payment in full by Cintas of any stipulated penalties assessed by EPA pursuant to Section IX.


#### SO SIGNED:

For Complainant:

  
\_\_\_\_\_  
Susan Studien, Director  
Office of Environmental Stewardship  
EPA Region 1

Date: 04/17/14

For Respondent:

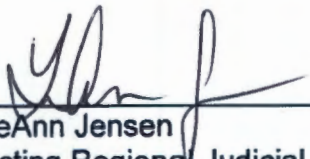
  
\_\_\_\_\_  
Todd Schneider, President  
Rental Division  
Cintas Corporation

Date: 4/7/14

**FINAL ORDER**

The foregoing Consent Agreement is hereby approved and incorporated by reference into this Final Order. Respondent is hereby ordered to comply with the terms of the foregoing Consent Agreement, which shall be effective on the date that it is filed with the Regional Hearing Clerk.

**SO SIGNED:**

  
\_\_\_\_\_  
LeAnn Jensen  
Acting Regional Judicial Officer  
EPA Region 1

Date: 5/6/14



## **APPENDIX 1 – COMPLIANCE MEASURES**

### **I. DEFINITIONS**

1. The definitions set out in this Section shall apply for purposes of this Appendix and Section VII of this CAFO.

2. The term “shop towel” shall mean a piece of cotton fabric or other material that is used to clean equipment, parts, objects or surfaces of general soil, grease or oil. Small amounts of solvents containing volatile organic compounds (“VOCs”) may be present on a shop towel, but these solvents must not have low flash points.

3. The term “print towel” shall mean a piece of cotton fabric or other material, received from a customer whose SIC Code is 27 (NAICS Code 323) or whose business is otherwise identifiable as printing or graphic arts, that is used to clean printing equipment, parts, objects or surfaces and that contains any solvent with a flash point less than 140°F.

4. The term “furniture towel” shall mean a piece of cotton fabric or other material, received from a customer whose SIC Code is 25 (NAICS Code 337) or whose business is otherwise identifiable as wood furniture manufacturing or refinishing, that is used in the cleaning, finishing or refinishing of wood furniture and that contains any solvent with a flash point less than 140°F.

### **II. PROHIBITION ON LAUNDERING PRINT/FURNITURE TOWELS**

5. The Cumberland Facility may launder shop towels but shall not launder print or furniture towels. Shop towels from customers that also use print towels or furniture towels may be laundered if such shop towels contain no more than small amounts of solvents and these solvents do not have low flash points.

### **III. VOC EMISSION CAP**

6. The Cumberland Facility's VOC emissions are limited to 8 tons per year on a 12-month rolling average.

### **IV. SHOP TOWEL THROUGHPUT LIMIT**

7. The Cumberland Facility's towel throughput is limited to 2.35 million lbs of soiled shop towels per year on a 12-month rolling average, based on a shop towel emission factor of 6.8 lbs VOC/1000 lbs towels.

### **V. PRE-LAUNDERING PROCEDURES FOR SHOP TOWELS**

8. Containers or bags of soiled shop towels received at the Facility shall be kept closed until the towels are sorted for washing.

9. Soiled shop towels received during a day generally shall be laundered that same day or night. Soiled shop towels that are not laundered on the day or night of receipt shall be stored in closed containers or bags in a covered area outside of the laundry building.

10. Any shop towels containing or saturated with free liquid that are received at the Facility shall be stored in closed containers or bags in a covered area outside the laundry building and transported off-site for handling in accordance with applicable environmental laws.

### **VI. SHOP TOWEL WASHING**

11. The Cumberland Facility must limit soiled shop towel load sizes on a 12-month rolling average to no more than 1.25 times the manufacturer's rated clean-towel capacity of the washers.



12. The Cumberland Facility shall not launder any soiled shop towel load weighing more than 1.75 times the manufacturer's rated clean-towel capacity of the washer.

#### **VII. PROCEDURES FOR PRINT/FURNITURE TOWELS**

13. Any print towels or furniture towels that are received at the Facility shall be stored in closed containers or bags in a covered area outside the building and transported off-site for handling in accordance with applicable environmental laws.

#### **VIII. WASTEWATER**

14. The Facility must keep wastewater trenches, settling pits, and equalization tanks covered at all times other than during maintenance operations. This provision does not apply to plumbing vents installed on such trenches, pits and tanks.

#### **IX. TRAINING**

15. Within 60 days after the effective date of this CAFO, and thereafter on a continuing basis, the Facility must provide training for all employees who handle soiled shop towels, or who are otherwise responsible for shop towel laundering, regarding proper procedures for transporting, receiving, storing, processing, washing, and drying shop towels. Prior to the initial training, the Facility shall develop written training materials describing these procedures for covered plant staff and managers. The materials shall also contain specific instructions for handling any print, furniture or non-compliant shop towels that are received at the Facility.

## **X. RECORDKEEPING**

16. The Facility must maintain current copies of the following records on-site and have them available for EPA or state environmental agency inspection upon request:

- (a) Definitions of shop, print and furniture towels, and written procedures for Facility employees and managers who handle or are otherwise responsible for towel laundering to ensure that the Facility does not launder print/furniture towels or shop towels containing free liquids;
- (b) Training materials regarding shop towel handling procedures, and records demonstrating that all current employees who handle shop towels, or who are otherwise responsible for towel laundering, have been trained on proper handling procedures;
- (c) Wash formula for shop towels; and
- (d) Soiled shop towel throughput records, including washer load size records.