

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM FOR ADMINISTRATIVE ACTIONS

This form was originated by Wanda I. Santiago for Steve Viggiani 3/11/20
Name of Case Attorney Date

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

Case Docket Number CAA-01-2020-0045

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:

New England Industrial Uniform
Rental Service, Inc.
355 Union Street
West Springfield, MA 01089

Total Dollar Amount of Receivable \$ 51,700 Due Date: 4/10/20

SEP due? Yes No Date Due _____

Installment Method (if applicable)

INSTALLMENTS OF:

1st \$ _____ on _____

2nd \$ _____ on _____

3rd \$ _____ on _____

4th \$ _____ on _____

5th \$ _____ 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 _____

U.S. ENVIRONMENTAL PROTECTION AGENCY
REGION 1

RECEIVED

MAR 11 2020

EPA ORG W5
Office of Regional Hearing

In the Matter of:

New England Industrial Uniform
Rental Service, Inc.
355 Union Street
West Springfield, MA 01089

Docket No. CAA-01-2020-45

**CONSENT AGREEMENT AND
FINAL ORDER**

Proceeding under Section
113(d) of the Clean Air Act

CONSENT AGREEMENT

I. PRELIMINARY STATEMENT

1. This is an administrative penalty action brought pursuant to Section 113(d) of the Clean Air Act (“Act” or “CAA”), 42 U.S.C. § 7413(d), and Sections 22.13 and 22.18 of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (“Consolidated Rules”), as codified at 40 C.F.R. Part 22.

2. Complainant is the U.S. Environmental Protection Agency (“EPA”), Region 1. On EPA’s behalf, Karen McGuire, Director of EPA Region 1’s Enforcement and Compliance Assurance Division, is delegated the authority to settle civil administrative penalty proceedings under Section 113(d) of the Act.

3. Respondent is New England Industrial Uniform Rental Service, Inc. (“NE Uniform Service”), a corporation doing business in Massachusetts. Respondent is a “person” as defined in Section 302(e) of the Act, 42 U.S.C. § 7602(e).

4. Complainant and Respondent, having agreed that settlement of this action is in the public interest, consent to the entry of this consent agreement (“Consent Agreement” or “Agreement”) and the attached final order (“Final Order” or “Order”) without adjudication of any issues of law or fact herein, and Respondent agrees to comply with the terms of this Consent Agreement and Final Order (“CAFO”).

II. JURISDICTION

5. This CAFO will be issued pursuant to Section 113(d) of the Act, as amended, 42 U.S.C. § 7413(d), and the Consolidated Rules, 40 C.F.R. Part 22.

6. EPA and the United States Department of Justice have jointly determined that this matter is appropriate for an administrative penalty assessment. *See* Section 113(d)(1) of the Act, 42 U.S.C. § 7413(d)(1).

7. The Regional Judicial Officer of EPA Region 1 is authorized to ratify the Consent Agreement, which memorializes a settlement between Complainant and Respondent. *See* 40 C.F.R. § 22.4(a) and 22.18(b).

8. The issuance of this CAFO simultaneously commences and concludes this proceeding. *See* 40 C.F.R. § 22.13(b).

III. GOVERNING LAW

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

10. The Commonwealth of Massachusetts has adopted a SIP within the meaning of Section 113(a) of the CAA. The Massachusetts SIP (“MA SIP”) has been approved by EPA under Section 110 of the CAA, 42 U.S.C. § 7410. The MA SIP includes various federally-

approved portions of the Air Pollution Control Regulations promulgated by the Massachusetts Department of Environmental Protection (“MassDEP”) at 310 CMR 7.00.¹

11. The MA SIP at 310 CMR 7.00, Regulation 2 (Plan Approval and Emissions Limitations), now known as 310 CMR 7.02, contains the following provision:

No person shall construct, substantially reconstruct or alter any facility regulated herein that may cause or contribute to a condition of air pollution unless the plans, specifications, proposed Standard Operating Procedure and Proposed Maintenance Procedure for such a facility have been submitted to the Department for approval and approval has been granted in writing.

See MA SIP version of 310 CMR 7.00, Regulation 2.1.1.

12. The volatile organic compound (“VOC”) reasonably available control technology (“RACT”) provisions of the MA SIP at 310 CMR 7.18(17) apply to any person who owns or operates any facility which has the potential to emit, prior to the application of air pollution control equipment, equal to or greater than 25 tons per year (“tpy”) of VOC. See MA SIP at 310 CMR 7.18(17)(a).

13. No person subject to the VOC RACT provisions with a facility that has the potential to emit VOCs of more than 50 tpy, but with actual VOC emissions of less than 50 tpy, shall cause, suffer, allow or permit emissions from the facility in excess of an emission rate achievable through the implementation of RACT as required in an emission control plan submitted to and approved by MassDEP. See MA SIP at 310 CMR 7.18(17)(c)(1) and 7.18(17)(d).

14. Any person who owns or operates a facility which is or becomes subject to 310 CMR 7.18, except for certain facilities subject to 310 CMR 7.18(30) for adhesives and sealants, “shall continue to comply with all requirements of 310 CMR 7.18, even if emissions from the

¹ A version of the SIP, which consists of federally-enforceable provisions of the MA APC regulations, can be found on EPA’s Region I website at http://www.epa.gov/region1/topics/air/sips/sips_ma.html

subject facility no longer exceed applicability requirements of 310 CMR 7.18.” See MA SIP at 310 CMR 7.18(1)(d).

15. Any person subject to 310 CMR 7.18 “shall maintain continuous compliance with all requirements of 310 CMR 7.18.” See MA SIP at 310 CMR 7.18(2)(a).

16. Sections 113(a)(1) and 113(d)(1) of the Act, 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. Pursuant to Section 113(d)(1) of the Act, 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 penalties of up to \$37,500 per day for each violation of CAA regulations occurring on or before November 2, 2015, and penalties of up to \$48,192 per day for each violation occurring after November 2, 2015.

IV. STIPULATED FACTS

17. NE Uniform Service is a Massachusetts corporation that operates an industrial laundry facility located at 355 Union Street in West Springfield, Massachusetts (the “Facility”).

18. In 1998, 2006 and 2016, NE Uniform Services installed industrial laundry washers and/or dryers at the Facility.

19. The Facility stores, launders and dries (collectively, “processes”) soiled textiles such as shop, print and furniture towels that contain substances such as solvents, and oils and greases that emit VOCs when the soiled textiles are processed.

20. On February 3, 2017, EPA issued a CAA Reporting Requirement to NE Uniform Service under Section 114 of the CAA, 42 U.S.C. § 7414. NE Uniform Service provided responses to this Reporting Requirement via correspondence dated February 21, 2017.

21. On October 16, 2018, EPA conducted a CAA inspection of the Facility.

22. On October 23, 2019, EPA Region 1 issued a CAA Notice of Violation (“NOV”) to NE Uniform Service identifying violations of the MA SIP at the Facility.

23. On November 14, 2019, EPA Region 1 and NE Uniform Service held a meeting in Boston to discuss the CAA NOV.

V. ALLEGED VIOLATIONS OF LAW

24. NE Uniform Service’s processing of soiled textiles using industrial washers and dryers at the Facility causes VOC emissions. Thus, NE Uniform Service “causes or contributes to a condition of air pollution” at the Facility within the meaning of the MA SIP version of 310 CMR 7.02 and must obtain a plan approval from MassDEP.

25. NE Uniform Service has never obtained a plan approval or other air permit from MassDEP for the Facility’s processing of soiled textiles using industrial washers and dryers.

26. Accordingly, NE Uniform Service has violated and continues to violate the provisions of MA SIP version of 310 CMR 7.02.

27. NE Uniform Service’s processing of soiled textiles using industrial washers and dryers at the Facility generates potential VOC emissions of more than 50 tpy.

28. Thus, NE Uniform Service is subject to the VOC RACT provisions of the MA SIP and must implement RACT at the Facility for the processing of soiled textiles using industrial washers and dryers as required by an emission control plan approved by MassDEP.

29. NE Uniform Service has not implemented RACT at the Facility and has never submitted a RACT emission control plan to MassDEP.

30. Accordingly, NE Uniform Service has violated and continues to violate the provisions of 310 CMR 7.18(17).

VI. TERMS OF CONSENT AGREEMENT

31. 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 Agreement;
- (b) admits to the stipulated facts set out in Section IV of this Agreement, and neither admits nor denies the alleged violations of law set out in Section V of this Agreement;
- (c) consents to the assessment of a civil penalty as stated below;
- (d) consents to the issuance of any specified compliance or corrective action order;
- (e) consents to the conditions specified in this Agreement;
- (f) consents to any stated permit action;
- (g) waives any right to contest the alleged violations of law set forth in Section V of this Agreement; and
- (h) waives its rights to appeal the Order accompanying this Agreement.

32. For the purpose of this proceeding, Respondent:

- (a) agrees that this Agreement states a claim upon which relief may be granted against Respondent;
- (b) acknowledges that this Agreement 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 Order, including any right of judicial review under Section 307(b)(1) of the Act, 42 U.S.C. § 7607(b)(1);

- (d) consents to personal jurisdiction in any action to enforce this Agreement or Order, or both, in the United States District Court for the District of Massachusetts; 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 Agreement or Order, or both, and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action.

33. **Penalty Payment:**

- (a) EPA has compromised the maximum CAA civil penalties authorized in this matter, applying Section 113(d)(2)(B) of the Act, 42 U.S.C. § 7413(d)(2)(B), and the factors set forth in Section 113(e) of the Act, 42 U.S.C. § 7413(e), and the 1991 Clean Air Act Stationary Source Civil Penalty Policy, including Respondent's significant cooperation in agreeing to perform the non-penalty obligations in Appendix 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 Act, 42 U.S.C. § 7413(d)(2)(B), and the relevant penalty factors set out in Section 113(e)(1) of the Act, 42 U.S.C. § 7413(e), and considering Respondent's significant cooperation in agreeing to perform the non-penalty obligations in Appendix 1, EPA has determined that it is fair and proper to assess a civil penalty for the violations alleged in Section V of this Agreement in the amount of \$51,700.

- (c) Respondent agrees to pay the civil penalty of \$51,700 within 30 calendar days of the Effective Date of this CAFO.
- (d) Respondent agrees to make payment by submitting a bank, cashier's, or certified check, to the order of the "Treasurer, United States of America," in the amount of \$51,700 via regular mail to:

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

or via express mail to:

U.S. Bank
Government Lockbox 979077
1005 Convention Plaza
Mail Station SL-MO-C2GL
St. Louis, MO 63101

Respondent shall note the case name and docket number of this action on the check and in an accompanying cover letter, and shall simultaneously provide copies of the check and cover letter to:

Wanda I. Santiago
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region I
5 Post Office Square, Suite 100
Mail Code ORC 4-6
Boston, MA 02109-3912

and

Steven J. Viggiani
Senior Enforcement Counsel
U.S. Environmental Protection Agency, Region I
5 Post Office Square, Suite 100
Mail Code ORC 4-3
Boston, MA 02109-3912

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

- (a) request the Attorney General to bring a civil action in an appropriate district court to recover: the amount assessed; interest at rates established pursuant to 26 U.S.C. § 6621(a)(2); the United States' enforcement expenses; and a 10 percent quarterly nonpayment penalty, 42 U.S.C. § 7413(d)(5);
- (b) 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;
- (c) 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
- (d) 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.

35. **Conditions.** As a condition of settlement, Respondent agrees to comply with the non-penalty provisions of Appendix 1 (Terms of Compliance), which is attached to this CAFO and incorporated herein by reference. Respondent shall comply with Appendix 1 beginning with the Effective Date of this 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 Appendix 1, and \$2,000 for each day thereafter for each failure to perform such action.

- (b) Respondent shall pay stipulated penalties plus any interest 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 48(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.

36. Respondent agrees that the time period from the Effective Date of this CAFO until all of the conditions specified in Paragraph 35 and Appendix 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 V of this Agreement. 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.

37. The provisions of this Agreement shall apply to and be binding upon Respondent and its officers, directors, employees, agents, trustees, servants, authorized representatives, successors, and assigns. From the Effective Date of this CAFO until the end of the Tolling Period, as set out in Paragraph 36, Respondent must give written notice and a copy of this Agreement to any successors in interest prior to any transfer of ownership or control of any portion of or interest in Respondent's Facility. Simultaneously with such notice, Respondent shall provide written notice of such transfer, assignment, or delegation to EPA Region 1. In the event of any such transfer, assignment, or delegation, Respondent shall not be released from the

obligations or liabilities of this Agreement unless EPA has provided written approval of the release of said obligations or liabilities.

38. 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.

39. 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 the party that he or she represents to this Agreement.

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

41. By signing this Agreement, Respondent certifies that the information it has supplied concerning this matter was at the time of submission true, accurate, and complete for each such submission, response, and statement. Respondent acknowledges that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.

42. Except as qualified by Paragraph 34, 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.

43. All notices and submissions required by this CAFO shall be sent to:

For EPA Region 1:

Steven J. Viggiani
Senior Enforcement Counsel
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Mail Code ORC 4-3
Boston, MA 02109-3912

or

viggiani.steven@epa.gov

For Respondent:

Michael A. Ardolino
President
New England Industrial Uniform Rental Service, Inc.
355 Union Street
West Springfield, MA 01089

or

michael@newenglanduniform.com

VII. EFFECT OF CONSENT AGREEMENT AND FINAL ORDER

44. 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 and facts specifically alleged above in Section V of this Agreement.

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

46. 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.

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

48. Any violation of this CAFO may result in a civil judicial action for an injunction or civil penalties of up to \$101,439 per day per violation, as provided in Section 113(b)(2) of the Act, 42 U.S.C. § 7413(b)(2) (with penalties increased pursuant to Debt Collection Improvement Act, as amended in 2015), as well as criminal sanctions as provided in Section 113(c) of the Act, 42 U.S.C. § 7413(c). EPA may use any information submitted under this CAFO in an administrative, civil judicial, or criminal action.

49. 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.

50. 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.

VIII. EFFECTIVE DATE

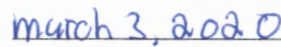
51. Respondent and Complainant agree to issuance of the attached Final Order. Upon filing, EPA will transmit a copy of the filed CAFO to Respondent. This CAFO shall become

effective after execution of the Final Order by the Regional Judicial Officer, on the date of filing with the Regional Hearing Clerk.

FOR RESPONDENT:



Michael A. Ardolino, President
New England Industrial Uniform Rental Service, Inc.



Date

Respondent's Federal Tax Identification Number: 04-2447917

FOR COMPLAINANT:



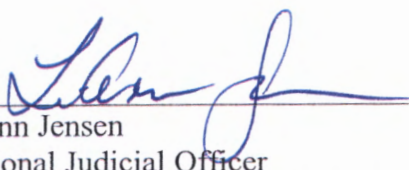
Karen McGuire, Director
Enforcement and Compliance Assurance Division
U.S. EPA, Region 1

3-9-20
Date

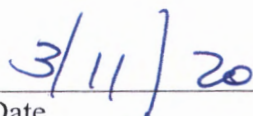
FINAL ORDER

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 NE Uniform Service’s significant 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 VI and Appendix 1 of the Consent Agreement. Respondent has consented to the terms of this Consent Agreement.

Pursuant to 40 C.F.R. §§ 22.18(b) and (c) of the Consolidated Rules and Section 113(d) of the CAA, 42 U.S.C. § 7413(d), the Consent Agreement is incorporated by reference into this Final Order and is hereby ratified. Respondent NE Uniform Service is ordered to pay the civil penalty amount in the amount of \$51,700 in the manner indicated in the Consent Agreement. The terms of the CAFO will become effective on the date it is filed with the Regional Hearing Clerk.



LeAnn Jensen
Regional Judicial Officer
U.S. Environmental Protection Agency, Region 1



Date

APPENDIX 1: TERMS OF COMPLIANCE

A. DEFINITIONS

1. The definitions set out in this Section shall apply for purposes of this Appendix and Section VI of this CAFO.
2. "Shop towel" means a piece of fabric or other material that is used in the process of cleaning mechanical parts or devices of general soil, grease, or oil.
3. "Print towel" means a piece of fabric or other material used in the process of cleaning printing or graphic arts equipment, including but not limited to printing presses.
4. "Furniture towel" means a piece of fabric or other material used in the process of stripping or finishing wood furniture.
5. "Processing" towels or textiles means the storing, laundering or drying of towels or textiles at the Facility.

B. PROHIBITIONS

6. The Facility shall neither accept for processing nor launder print or furniture towels after June 30, 2020, except as provided in Section G below.

C. VOC EMISSION CAP

7. The Facility's VOC emissions are limited to 5 tons per year on a 12-month rolling total.

D. SHOP TOWEL THROUGHPUT LIMIT

8. The Facility's towel throughput is limited to 600,000 lbs of soiled shop towels per year on a 12-month rolling total.

E. PRE-LAUNDERING PROCEDURES FOR SHOP TOWELS

9. Soiled shop towels received at the Facility shall be kept in sealed bags or covered containers until the towels are sorted for laundering.
10. Sorted shop towels shall be kept in sealed bags or covered containers until the day that they will be laundered.

F. SHOP TOWEL LAUNDERING

11. The 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 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.

G. PRINT AND FURNITURE TOWEL HANDLING PROCEDURES

13. Any print or furniture towels obtained from customers must be separated from shop or other towels and textiles at the customer location, kept in closed containers or sealed bags during transport, and stored in closed containers outside the Facility building while awaiting transport to a third-party location for laundering in accordance with applicable environmental laws.

H. 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.

I. TRAINING

15. Within 60 days after the effective date of this CAFO, the Facility shall develop written training materials including the definitions and prohibitions of this CAFO as well as shop towel handling procedures for plant staff and managers.

16. Within 90 days after the effective date of this CAFO, 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.

J. RECORDKEEPING

17. 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 accept print/furniture towels.
- (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.

J. AIR PERMIT REQUIREMENTS

18. Respondent shall continue to comply with the requirements of this Appendix 1 until Respondent obtains an air emissions permit for the Facility that incorporates terms and conditions no less stringent than those in Appendix 1. Respondent shall apply for the permit in accordance with the schedule set out below.

19. Within 30 days after the CAFO's effective date, Respondent shall submit to MassDEP an application for a federally-enforceable air emissions permit for the Facility that incorporates terms and conditions no less stringent than those set out in this Appendix 1. Respondent shall provide Complainant with a copy of this permit application at the same time it is provided to MassDEP.