

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM FOR ADMINISTRATIVE ACTIONS

This form was originated by Wanda I. Santiago for Steven 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-01-2014-0014

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
200 Apollo Drive
Chelmsford, MA 01824

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

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 _____

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1**

In the Matter of:)	Docket No. CAA-01-2014-0014
)	
Cintas Corporation)	
200 Apollo Drive)	CONSENT AGREEMENT
Chelmsford, Massachusetts 01824)	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 Chelmsford, Massachusetts ("Chelmsford 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 implementing regulations, including federally-approved regulations contained in the

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Massachusetts 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 Chelmsford Facility, located at 200 Apollo Drive in Chelmsford, Massachusetts.

6. Since approximately 1998, Cintas has conducted industrial laundering and fleet operations at the Chelmsford 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 December 2009, Cintas's responses to CAA Section 114 Reporting

Requirements, and other information provided by Cintas, EPA Region 1 determined that Cintas's Chelmsford Facility violated the Massachusetts SIP and CAA Title V permitting requirements. EPA Region 1 issued Cintas a CAA Notice of Violation regarding these violations on November 20, 2013.

IV. MASSACHUSETTS SIP VIOLATIONS ALLEGED BY EPA

8. The Massachusetts SIP contains various federally-approved (hereinafter, "SIP-approved") portions of the Massachusetts Air Pollution Control Regulations ("MA APC Regulations"), promulgated at 310 CMR 7.00 et seq. For reference, a version of the Massachusetts SIP can be accessed at http://www.epa.gov/region1/topics/air/sips/sips_ma.html.

9. The Massachusetts SIP prohibits sources from constructing, substantially constructing, or altering any facility that may cause or contribute to air pollution unless the source has applied for and obtained a state air permit (plan approval). Such sources are required to install best available control technology for their air pollutant emissions. See SIP-approved version of MA APC Regulation 2, codified at 310 CMR 7.02.

10. The Massachusetts SIP further requires that new major VOC sources and major VOC modifications located in ozone nonattainment areas must obtain permits and achieve the lowest achievable emissions rate for VOC emissions. See 310 CMR 7.00, Appendix A ("Appendix A"). A "major stationary source" includes any stationary source which emits or has potential emissions of 50 tons or more of VOCs per year; a "major modification" includes a physical change or change in operation of a major

source resulting in a significant net emissions increase of 25 tons or more of VOCs per year. See Appendix A, Section 2.

11. The Chelmsford Facility's potential emissions from its industrial towel laundering and associated processes have exceeded and continue to exceed 50 tons of VOC per year.

12. The Chelmsford Facility's actual and potential VOC emissions render it subject to the Massachusetts SIP-approved versions of MA APC Regulation 2 and Appendix A. To date, Cintas has no SIP air permits, and has not met SIP pollution control requirements, for the Chelmsford facility's industrial towel laundering and associated processes. Thus, EPA alleges that Cintas has violated and continues to violate the Massachusetts SIP.

V. CAA TITLE V PERMIT VIOLATIONS ALLEGED BY EPA

13. 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. A major source that operates without such a Title V permit is in violation of the CAA and its implementing regulations. See Section 502(a), 42 U.S.C. § 7661a(a) of the CAA, and 40 C.F.R. § 70.7(b).

14. Massachusetts has a CAA Title V permit program, set out in 310 CMR 7.00, Appendix C ("Appendix C"), which received EPA's interim and full approval in 1996 and 2001, respectively. See 66 Fed. Reg. 49541 (Sept. 28, 2001). The Massachusetts Title V permit program applies to any facility in Massachusetts that emits or has potential emissions of 50 tons or more of VOCs per year. See Appendix C,

Section 2(a). A facility whose "construction, substantial reconstruction or alteration" has made it subject to the Massachusetts Title V program must apply for an operating permit "no later than one year after the commencement of operation of the portion of the facility which made the facility subject to the program." See Appendix C, Section (4)(b)(6).

15. Cintas's Chelmsford Facility is a major source whose potential VOC emissions have exceeded and continue to exceed 50 tons 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 Massachusetts's Title V operating permit program and Sections 502(a) and 503(c) of the CAA.

VI. GENERAL TERMS

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

17. 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.

18. 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

19. 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 Massachusetts Department of Environmental Protection ("MA DEP") issues a federally-enforceable state air emissions permit to Cintas for the Chelmsford Facility that incorporates terms and conditions no less stringent than those of Appendix 1.

20. 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 Chelmsford 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 28 below.

21. 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.

22. 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 21.

23. 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 MA DEP for review and approval.

24. 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 MA DEP a federally-enforceable state air permit as described in this Section.

VIII. CIVIL PENALTIES

25. 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 Rhode Island and Maine.

26. 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-01-2014-0014).

27. 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

28. 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

29. 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).

30. 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

31. If Cintas fails to comply with any of the requirements of Paragraphs 23 or 24 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 MA DEP issues the state air permit described in Paragraph 19 above, Cintas may become liable for stipulated penalties only for new violations of Paragraph 24 but shall remain liable for violations of any of the above-listed paragraphs that occur prior to that date.

32. Stipulated penalties arising under this Section shall accrue for each violation set out in Paragraph 31 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.

33. 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.

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

35. 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 28 shall include a description of the calculation of the stipulated penalties (including any calculation of interest).

36. Stipulated penalties shall continue to accrue as provided in Paragraph 31 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 33 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.

37. 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

38. 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.

39. 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.

40. 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 15-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.

41. Any mutual resolution reached by the parties pursuant to Paragraph 40 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 40 (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.

42. 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

43. 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.

44. 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.

45. 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.

46. 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.

47. 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 44 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

48. 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.

49. 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.

50. 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 48 above, compliance with this CAFO shall not be a defense to any action subsequently commenced pursuant to environmental laws and regulations administered by EPA.

51. 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.

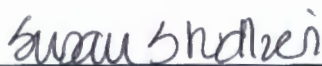
52. Respondent's undersigned representative certifies that he or she is fully authorized by Respondent to enter into the terms and conditions of this CAFO and to execute and legally bind Respondent to it.

XIII. TERMINATION

53. Cintas's obligations under this CAFO shall terminate upon the date that all of the following actions are fully performed: (a) issuance by MA DEP of the state air permit described in Paragraph 19; (b) filing by Cintas of the final report required by Paragraph 24; (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 Studlien, Director
Office of Environmental Stewardship
EPA Region 1

Date: 04/17/14

For Respondent:



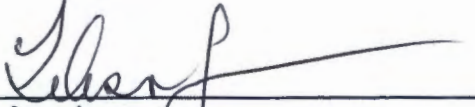
Todd Schneider, President
Rental Division
Cintas Corporation

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: 3/6/14

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 Chelmsford 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 Chelmsford Facility's VOC emissions are limited to 9.9 tons per year on a 12-month rolling average.

IV. SHOP TOWEL THROUGHPUT LIMIT

7. The Chelmsford Facility's towel throughput is limited to 2.91 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 Chelmsford 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 Chelmsford 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.