

ALLEGHENY COUNTY HEALTH DEPARTMENT

Haskell of Pittsburgh, Inc.	)	PLAN APPROVAL ORDER
231 Haskell Lane	)	AND AGREEMENT NO.224
Allegheny County	)	<u>UPON CONSENT</u>
Verona, PA 15147	)	

PLAN APPROVAL ORDER AND AGREEMENT

This Plan Approval Order and Agreement (hereafter referred to as "Order and Agreement") is entered into this 19th, day of December, 1996, by and between Haskell of Pittsburgh, Inc. (hereafter referred to as "Haskell") and the County of Allegheny, by and through the Allegheny County Health Department (hereafter referred to as "Department"), collectively Haskell and the Department are referred to as the "Parties".

WHEREAS, the Department is a duly delegated air pollution control agency and has developed and is presently implementing its own County ordinance on the control of air pollution in Allegheny County, such ordinance being known as Article XXI, Rules and Regulations of the Allegheny County Health Department, Air Pollution Control (hereafter referred to as "Article XXI"); and

WHEREAS, Haskell of Pittsburgh, Inc., 231 Haskell Lane, Verona, Allegheny County, PA 15147, as the owner and operator of steel office furniture manufacturing facilities at 231 Haskell

Lane, Allegheny County, Verona, PA 15147 (hereafter referred to as "the facility"), is a major stationary source of volatile organic compounds (hereafter referred to as "VOCs") as defined in Section 2101.20 of Article XXI; and

**WHEREAS**, the Department has determined that Section 2105.06.a. of Article XXI, entitled "Major Sources of Nitrogen Oxides & VOCs" is applicable to Haskell's operations; and

**WHEREAS**, Haskell promptly submitted to the Department all documents required by Section 2105.06.b of Article XXI (hereafter referred to as "the proposal") and its predecessor Article XX; and

**WHEREAS**, after a review of the submitted proposal, the Department has determined it to be complete; and

**WHEREAS**, the Department has further determined, after review of the submitted proposal, that it constitutes Reasonably Available Control Technology (hereafter referred to as "RACT") for control of VOC emissions from Haskell; and

**WHEREAS**, the parties have agreed that entering into this Order and Agreement is the most appropriate vehicle for both memorializing the submitted proposal and approving the submitted proposal by the Department for the purpose of submission of the

same to the U.S. Environmental Protection Agency (hereafter referred to as "US EPA") as a revision to the Commonwealth of Pennsylvania State Implementation Plan (hereafter referred to as "SIP"); and

WHEREAS, pursuant to Section 2109.03 of Article XXI, the Director of the Allegheny County Health Department or his designated representative may issue such orders as are necessary to aid in the enforcement of the provisions of Article XXI; notwithstanding the absence of any violation of any provision of Article XXI and of any condition causing, contributing to, or creating a danger of air pollution.

NOW, THEREFORE, this day first day written above, the Department, pursuant to Section 2109.03 of Article XXI, and upon agreement of the parties as hereinafter set forth, hereby issues this Order and Agreement upon Consent:

#### I. ORDER

- 1.1. VOC RACT for Haskell for each of the following operations shall be as specified in the following paragraphs.
- 1.2 For the paint line process:
  - A. Haskell shall utilize high solid paint coatings which have a VOC content not greater



than 3.0 pounds per gallon, less water and exempt solvents, as applied; and

- B. Haskell shall only utilize electrostatic spray equipment or equipment equal to or better in terms of VOC emission control.

1.3. For the paint mixing room process:

- A. Haskell shall utilize high solid paint coatings which have a VOC content not greater than 3.0 pounds per gallon, less water and exempt solvents, as applied; and
- B. Haskell shall cover containers containing VOCs at all times, except during the transfer of material to different containers. Such transfers shall be conducted utilizing such procedures that minimize the time such containers are open; and
- C. Haskell shall clean, as expeditiously as possible, any liquid or dry material spilled, containing VOCs.

1.4. For the paint storage rooms:

- A. Haskell shall cover containers containing VOCs at all times, except during the transfer of material to different containers. Such transfers shall be conducted utilizing such procedures that minimize the time such containers are open; and
- B. Haskell shall clean, as expeditiously as possible, any liquid or dry material spilled, containing VOCs.

1.5. For the burnoff oven:

- A. Whenever Haskell is operating its burnoff oven for the purpose of paint removal, Haskell shall properly maintain and operate its incinerator so that a minimum operating temperature of 1400°F and a minimum residence time of 0.5 seconds is maintained.

1.6. For the xylene reclaim process:

- A. When reclaiming xylenes or other substances containing VOCs, Haskell shall utilize the

still as a VOC control device, condensing the VOC containing vapors as a means of capturing VOCs.

- 1.7. For the glue booth process operations:
  - A. Haskell shall utilize only glues which have a VOC content of not greater than 3.0 pounds per gallon, less water and exempt solvents, as applied.
- 1.8. Operations with respect to the use of xylol in cleaning and maintenance:
  - A. Haskell shall maintain covers on all xylol containers except when in use; and
  - B. Haskell shall clean any spilled xylol as expeditiously as possible.
- 1.9. The VOC content of the booth peel used at the facility shall not exceed 7.0 pounds per gallon, less water and exempt solvents, as applied.
- 1.10. Haskell shall maintain records to demonstrate compliance with this Order and Article XXI. Such records shall include the quantity, composition and density of coatings and solvents in the paint process, and the glue booth process, including solvents used for cleanup and purging in such processes.
- 1.11. Records required by this Order and Article XXI for this facility shall be maintained for at least

two years and shall be made available to the Department upon request.

## II. AGREEMENT

The foregoing Order portion of this Order and Agreement shall be enforced in accordance with and is subject to the following agreement of the parties, to wit:

- 2.1. Haskell understands and agrees that the contents of this Order and Agreement shall be submitted to the US EPA as a revision to the Commonwealth of Pennsylvania's SIP.
- 2.2. Failure to comply with any material portion of this Order and Agreement is a violation of Article XXI that may subject Haskell to the remedies provided in Article XXI for any violation of an Order issued under Article XXI.
- 2.3. This Order and Agreement does not, in any way, preclude, limit or otherwise affect any other remedies available to the Department for violations of this Order and Agreement or of Article XXI, including, but not limited to, actions to require the installation of additional

pollution control equipment and the implementation of additional corrective operating practices.

~~2.4. Haskell acknowledges and understands that the purpose of this Order and Agreement is to establish RACT for the control of emissions of VOCs from this facility. Haskell further acknowledges and understands the possibility that the US EPA may decide to not accept the Agreement portion of the Order and Agreement as a revision to Allegheny County's portion of the Commonwealth of Pennsylvania's SIP, however, the Department agrees that it will be bound by the Agreement portion of this Order and Agreement.~~

2.5. Haskell hereby consents to the terms and conditions of this Order and Agreement and agrees to waive its rights to appeal from the issuance of the Order and Agreement. This Order and Agreement will become effective upon being executed by Haskell and the Department. However, nothing contained herein shall preclude Haskell from contesting any action brought to enforce this Order and Agreement, provided, however, that Haskell shall be precluded from contesting the existence of this Order and Agreement.



- 2.6. The paragraphs of the Order and Agreement shall be severable, and should any part be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties.
- 2.7. This Order and Agreement shall constitute the entire integrated agreement of the parties. No prior or contemporaneous communication shall be relevant or admissible for the purpose of determining the extent of any provisions herein in any litigation or any other proceeding.
- 2.8. No changes, additions, modifications or amendments of this Order and Agreement shall be effective unless they are set out in writing, signed by the parties hereto.
- 2.9. This Order and Agreement shall apply to and be binding upon Haskell, its assignees and successors.



IN WITNESS WHEREOF, and intending to be legally bound, the parties hereby consent to all of the terms and conditions of the foregoing Order and Agreement as of the date of the above written.

HASKELL OF PITTSBURGH, INC.

By: \_\_\_\_\_

(signature)

Print or type Name: Joseph F. Wojdak

Title: President

Date: 11/14/96

ALLEGHENY COUNTY HEALTH DEPARTMENT

By: \_\_\_\_\_

Bruce W. Dixon, M.D., Director  
Allegheny County Health Department

and By: \_\_\_\_\_

Thomas J. Puzniak  
Manager Engineering, Air Quality

