

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO

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UNITED STATES OF AMERICA,

and

STATE OF OHIO, EX REL.  
MICHAEL DEWINE,  
ATTORNEY GENERAL OF OHIO

Plaintiffs,

v.

UNITED ROLLS INC.,

Civil No. 5:17-cv-02278

Defendant.  
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**CONSENT DECREE**

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Plaintiff, United States of America, on behalf of the United States Environmental Protection Agency (“U.S. EPA”), and Plaintiff, the State of Ohio (“the State” or “Ohio”), by and through Michael DeWine, Ohio Attorney General, at the request of the Director of the Ohio Environmental Protection Agency (“Ohio EPA”), have filed a complaint in this action concurrently with this Consent Decree, alleging that Defendant, United Rolls Inc. (“United Rolls”), violated Section 112 of the Clean Air Act (“Act”), 42 U.S.C. § 7412, the federally approved and enforceable State Implementation Plan (“SIP”), adopted by the State of Ohio and approved by U.S. EPA pursuant to Section 110 of the Act, 42 U.S.C. § 7410, and various permits issued to United Rolls.

The Complaint against Defendant alleges violations of air pollutant capture efficiency requirements at Defendant’s iron foundry located in Canton, Ohio. The Complaint also alleges violations of operational, monitoring, reporting, and recordkeeping requirements. As of the date of lodging of this Consent Decree, Defendant has performed certain actions to address the violations alleged in the Complaint, including, but not limited to: (a) repairing and replacing hoods used to capture emissions from furnaces; (b) replacing cartridges and cleaning baghouses; (c) repairing dampers in the duct work leading from furnaces to the associated dust collectors; (d) modifying the hood on Furnace No. 3 to allow for full extension during Tapping; (e) installing an audible alarm at the common baghouse for the melt furnaces; and (f) completion of the 2013 Capture Efficiency Test required by U.S. EPA over Defendant’s objections.

The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation among the Parties and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section I, and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

## I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action and over the Parties, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and 113(b) of the Act, 42 U.S.C. § 7413(b). Venue lies in this district pursuant to Section 113(b) of the Act, 42 U.S.C. § 7413(b), and 28 U.S.C. §§ 1391 and 1395(a), because the violations alleged in the Complaint are alleged to have occurred in, and Defendant conducts business in, this judicial district. For purposes of this Decree, or any action to enforce this Decree, Defendant consents to the Court’s jurisdiction over this Decree, and any such action, and over Defendant and consents to venue in this judicial district.

2. For purposes of this Consent Decree, Defendant agrees that the Complaint alleges claims upon which relief may be granted pursuant to CAA § 113(b) (CAA federal enforcement provision), 42 U.S.C. § 7413(b); CAA § 112 (Hazardous Air Pollutants), 42 U.S.C. § 7412; and the federally approved and enforceable SIP adopted by the State of Ohio and approved by U.S. EPA pursuant to CAA § 110, 42 U.S.C. § 7410.

## II. APPLICABILITY

3. The obligations of this Consent Decree apply to and are binding upon the United States and the State, and upon Defendant and any successors, assigns, or other entities or persons otherwise bound by law.

4. No transfer of ownership or operation of the Facility, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve the transferring Defendant of its obligations to ensure that the terms of this Consent Decree are implemented unless and until:

- a. The transferee agrees in writing to undertake the obligations required by this Consent Decree, and to be substituted for the Defendant as a Party under the Decree and thus be bound by the terms thereof; and
- b. The United States and the State consents in writing to relieve Defendant of its obligations. The United States or the State may refuse to approve the substitution of the transferee if it determines that the proposed transferee does not possess the requisite technical and financial means to comply with the obligations of this Consent Decree. The United States' or the State's decision to refuse to approve the substitution of the transferee for the Defendant shall not be subject to judicial review; and
- c. The Court approves such substitution.

At least 30 Days prior to such transfer, Defendant shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written agreement, to U.S. EPA Region 5, the United States Attorney for the Northern District of Ohio, the United States Department of Justice, and the Ohio Attorney General, in accordance with Section XIV (Notices). Any attempt to transfer ownership or operation of the Facility without complying with this Paragraph constitutes a violation of this Decree.

5. Defendant shall provide a copy of this Consent Decree to all officers, employees, and agents whose duties might reasonably include compliance with any provision of this Decree, as well as to any contractor retained to perform work required under this Consent Decree. Defendant shall condition any such contract upon performance of the work in conformity with the terms of this Consent Decree.

6. In any action to enforce this Consent Decree, Defendant shall not raise as a defense the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

## III. DEFINITIONS

7. Terms used in this Consent Decree that are defined in the Act or in regulations promulgated pursuant to the Act shall have the meanings assigned to them in the Act or such

regulations, unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

“2013 Capture Efficiency Test” shall mean the study conducted by Schust Engineering in February 2013 to investigate, test, and analyze the ventilation of specific equipment and operations at the Facility. The results of this study are compiled in a final report by Schust Engineering, dated April 30, 2013.

“Bag Leak Detection System” or “BLDS” shall mean a system that is capable of continuously monitoring relative particulate matter (dust) loadings in the exhaust of a baghouse to detect bag leaks and other upset conditions. A bag leak detection system includes, but is not limited to, an instrument that operates on triboelectric, electrodynamic, light scattering, light transmittance, or other effect to continuously monitor relative particulate matter loadings.

“Complaint” shall mean the complaint filed by the United States and the State in this action.

“Consent Decree” or “Decree” shall mean this Decree and the appendix attached hereto.

“Date of Lodging” shall mean the date the Consent Decree is filed for lodging with the Clerk of the Court for the United States District Court for the Northern District of Ohio.

“Day” shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next business day;

“Defendant” shall mean United Rolls Inc.

“EPA Reference Method 9” or “Method 9” shall mean 40 C.F.R. Part 60, Appendix A, Method 9, “Visual determination of the opacity of emissions from stationary sources.”

“EPA Reference Method 22” or “Method 22” shall mean 40 C.F.R. Part 60, Appendix A, Method 22, “Visual determination of fugitive emissions from material sources and smoke emissions from flares.”

“Effective Date” shall have the definition provided in Section XV.

“Facility” shall mean Defendant’s iron foundry located at 1400 Grace Avenue, NE, Canton, Ohio.

“Magnesium inoculation” or “inoculation” shall mean all activities associated with the addition of magnesium additives to or within a portable ladle during furnace tapping which enable the molten metal to become a ductile iron.

“Melt Department Baghouse” shall mean the baghouse which services all five of the electric induction furnaces, the sand shakeout, and inoculation at the Facility. The electric induction furnaces are identified as P003, P034, P035, P041, and P042; the sand shakeout is identified as P027; and the inoculation is identified as P036 in the Permits to Operate issued to United Rolls Inc. by Ohio EPA on December 20, 2004.

“Non-Stack Egress Points” shall mean roof vents, windows, doors, and other openings that allow emissions from the Facility. Non-Stack Egress Point does not include the stack associated with the Melt Department Baghouse.

“Ohio EPA” shall mean the Ohio Environmental Protection Agency and its local air agency, Canton City Health Department, Air Pollution Control Division (“Canton Air Agency”).

“Paragraph” shall mean a portion of this Decree identified by an arabic numeral.

“Parties” shall mean the United States, the State, and Defendant.

“PM” shall mean total particulate matter emissions.

“Section” shall mean a portion of this Decree identified by a roman numeral.

“State” shall mean the State of Ohio and Ohio EPA.

“Tapping” shall mean when molten metal is removed from an induction furnace by transferring the molten metal into a portable ladle.

“United States” shall mean the United States of America, acting on behalf of U.S. EPA.

“U.S. EPA” shall mean the United States Environmental Protection Agency and any of its successor departments or agencies.

#### IV. CIVIL PENALTY

8. Within 30 Days after the Effective Date, Defendant shall pay to the United States and the State, collectively, the sum of \$310,000 as a civil penalty, in the manner provided in Paragraphs 9 and 10 below, together with interest accruing from the date on which the Consent Decree is lodged with the Court, at the rate specified in 28 U.S.C. § 1961 as of the Date of Lodging. Defendant may make civil penalty payments in three equal installments with the first

payment due within 30 Days after the Effective Date and subsequent payments due 9 months after the Effective Date and 18 months after the Effective Date respectively.

9. Defendant shall pay sixty percent (\$186,000 plus interest accrued on that amount) of the civil penalty to the United States by FedWire Electronic Funds Transfer (“EFT”) to the U.S. Department of Justice account, in accordance with instructions provided to Defendant by the Financial Litigation Unit (“FLU”) of the United States Attorney’s Office for the Northern District of Ohio after the Effective Date. The payment instructions provided by the FLU will include a Consolidated Debt Collection System (“CDCS”) number, which Defendant shall use to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions to:

United Rolls Inc.  
Attn: Jack Shapaka  
1400 Grace Avenue, N.E.  
Canton, Ohio 44705  
(330) 994-0606  
[JShapaka@whemco.com](mailto:JShapaka@whemco.com)

on behalf of Defendant. Defendant may change the individual to receive payment instructions on its behalf by providing written notice of such change to the United States and U.S. EPA in accordance with Section XIV (Notices).

At the time of payment, Defendant shall send notice that payment has been made: (i) to U.S. EPA via email at [cinwd\\_acctsreceivable@epa.gov](mailto:cinwd_acctsreceivable@epa.gov) or via regular mail at U.S. EPA Cincinnati Finance Office, 26 W. Martin Luther King Drive, Cincinnati, Ohio 45268; and (ii) to the United States via email or regular mail in accordance with Section XIV; and (iii) to U.S. EPA in accordance with Section XIV. Such notice shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in *United States of America et al. v. United Rolls Inc.* and shall reference the civil action number, CDCS number and DOJ case number 90-5-2-1-10704.

10. Defendant shall pay forty percent (\$124,000 plus interest accrued on that amount) of the civil penalty to the State by delivering a cashier’s or certified check drawn on an account with sufficient funds made payable to “Treasurer, State of Ohio” delivered to Scott Hainer, or his successor, Paralegal, Ohio Attorney General’s Office, Environmental Enforcement Section, 30 East Broad Street, 25th Floor, Columbus, Ohio 43215.

11. Defendant shall not deduct any penalties paid under this Decree pursuant to this Section or Section VIII (Stipulated Penalties) in calculating its federal or state or local income tax.

## V. COMPLIANCE REQUIREMENTS

### Performance Testing

12. Within 20 Days of the Effective Date of this Consent Decree, Defendant must submit to U.S. EPA and the State for review and approval pursuant to Section VI (Approval of Deliverables) a Performance Test Protocol for the performance testing required by Paragraph 14. The Performance Test Protocol must have all the information required to ensure the performance testing will meet the requirements of Paragraph 14 and all other information necessary to satisfy the performance testing notification requirements of the Ohio SIP and Defendant's permits. The Performance Test Protocol must include the information listed below.

- a. The proposed testing dates and times.
- b. The U.S. EPA reference methods to be used during the test.
- c. The number and duration of runs to be conducted for each test.
- d. A schematic drawing of the test port locations, including the distances to the nearest upstream and downstream disturbances. (If any of the test port locations do not meet any of the disturbance distance requirements in 40 C.F.R. Part 60, Appendix A, Reference Method 1, Section 11.1, this description must include a discussion of the means by which Defendant will either ensure or verify laminar flow at the testing location.)
- e. A schematic drawing of the velocity traverses to be conducted at each testing location.
- f. A description of how the control equipment will be continuously monitored during the test.
- g. The production rate (in terms of pounds of metal melted, poured, inoculated, and cast as well as pounds of sand processed in the sand shakeout operation) at which the processes associated with the Melt Department Baghouse will be operated during each test run. (If any associated process unit is to be operated at less than its design capacity, the protocol must include a justification for the reduced operation.)
- h. The name, address, and contact information (including e-mail address and telephone number) of the contractor Defendant will be using to conduct the performance testing and Method 9 visible emission readings.
- i. Any potential modifications to the reference methods to be used, as well as any adjustments that will be made prior to the stack test such as replacing cartridges on the Melt Department Baghouse.
- j. Any other information that Defendant or its chosen contractor determines



to be necessary to allow U.S. EPA and the State to adequately review and evaluate the stack testing protocol including but not limited to information regarding the units being tested, operational conditions under which the units will be tested, and testing methods to be used.

13. No later than 15 Days prior to the scheduled date of the performance testing required by Paragraph 14 of this Consent Decree, Defendant shall provide U.S. EPA and the State with notice, in accordance with Section XIV (Notices), of the date(s) for conducting the performance testing required by Paragraph 14 of this Consent Decree.

14. Within 60 Days of the approval of the test protocol submitted in accordance with Paragraph 12 of this Consent Decree, United Rolls must conduct performance testing for Particulate Matter (“PM”) and opacity at the Melt Department Baghouse inlet and stack and performance testing for volatile organic compounds (“VOC”) at the Melt Department stack only when sand shakeout is operated. The performance testing required by this Paragraph must be completed in accordance with the requirements listed below.

- a. Performance testing required by this Paragraph must:
  - (1) include three one-hour test runs for PM and opacity measurements. Each run will be conducted with utilized induction furnaces operating at or near maximum capacity and at least one Magnesium inoculation during a tap. Each induction furnace at the facility shall be operated and tapped during a minimum of one test run.
  - (2) include one one-hour run for PM, VOC, and opacity measurements. The one run will be conducted with utilized induction furnaces operating at or near maximum capacity and sand shakeout operating at or near maximum sand throughput but not during Magnesium inoculation.
- b. All performance testing must be conducted during daylight hours when there is adequate sunlight to perform Method 9 visible emission readings.
- c. Defendant must use EPA Reference Methods 1-4, and 5 for PM, including back half analysis for condensable particulate. Additionally, Defendant must perform particle size distribution analyses of the particulate matter collected on each of the Method 5 filters.
- d. Defendant must use EPA Reference Methods 1-4 and 25 for VOC testing.
- e. Defendant must record pressure drop readings, at least once every 15 minutes, for each Melt Department Baghouse compartment (east and west) during each performance test run.
- f. Defendant must record the date and time of each run and the time during

which each of the process activities listed in Paragraph 14(a) occurred during each run. Defendant must simultaneously maintain records for the visible emission readings taken during the performance testing during each one-hour test run.

- g. No less than 30 Days prior to the performance testing required by this Paragraph, Defendant must optimize the capture system and control device to ensure that PM emissions from the associated processes are vented to the Melt Department Baghouse. Defendant must further ensure all ductwork is in good condition and working order. Defendant must also ensure that all equipment associated with directing air flow, baffles, hood retraction systems, fans, and similar equipment are all in working order and optimized to maximize capture of emissions and venting of captured emissions to the Melt Department Baghouse.
- h. Defendant must not perform any unnecessary significant additional maintenance on the capture systems, associated equipment, and Melt Department Baghouse within the 30 Days before the date on which the performance testing required by this Paragraph will occur. Examples of “significant additional maintenance” include, but are not limited to, replacing fans, baffles, or complete or partial hood systems. “Significant additional maintenance” does not include general maintenance like oiling air flow baffles, cleaning material build up near baffles, or other general maintenance activities. If significant additional maintenance is necessary within 30 Days before the date of performance testing under this Decree, then Defendant must provide notice of the planned activities to EPA and the State, in accordance with Section XIV, within 24 hours of the decision to conduct significant additional maintenance. EPA, in consultation with the State, will review the planned activities and determine whether Defendant shall proceed with the performance testing on the scheduled date or select an alternate date. Defendant will keep a log of cartridge filter replacements from the Date of Lodging of the Consent Decree until the performance test is conducted.
- i. Opacity Limits. Contemporaneous with the performance test conducted pursuant to this Paragraph, Defendant must conduct visible emissions readings from the Melt Department Baghouse stack and from all Non-Stack Egress Points. Defendant shall determine visible emissions from the Melt Department Baghouse stack and the Non-Stack Egress Points using Method 9 and a certified Method 9 visible emissions reader. Defendant shall conduct all visible emissions readings for no less than four one-hour periods during the performance testing. Each of the four one-hour periods of visible emission readings must occur during a separate test run and consist of twenty separate three-minute block averages.

15. No later than 30 Days after completing the performance testing required by Paragraph 14 of this Consent Decree, Defendant must submit to U.S. EPA and the State, in accordance with Section XIV (Notices), a final report of the performance test results. The final report must describe all steps taken to comply with the Performance Test Protocol, any deviations from the Performance Test Protocol that occurred, the conditions under which each performance test was carried out, the parameters that were tested, and all results of the performance test(s). The final report must include the information identified below.

- a. The results of all performance testing and visible emission readings, including partial or incomplete runs and associated visible emission readings.
- b. The date and time of each run, and the time during which each of the process activities listed in Paragraph 14(d) occurred during each run. For purposes of the visible emission readings, Defendant must maintain records simultaneously during each run for the times each process activity identified in Paragraph 14(d) occurred.
- c. All measured results of inlet and stack PM emission and VOC emission data in units of the applicable standards established in Defendant's permits. Additionally, all stack and Non-Stack Egress Point opacity results in percent opacity. Additionally, all measured results of condensable particulate matter and of the particle size distribution analyses.
- d. All measured pressure drop readings required in Paragraph 14(e) for each Melt Department Baghouse compartment (east and west). This must include both the average value recorded during each testing run across the baghouse compartment and a copy of the actual data sheet where individual readings are recorded during testing.
- e. Actual production rates achieved for melting, pouring, inoculation, and casting as well as sand processed in the sand shakeout operation, during the performance testing.
- f. The moisture content, temperature, and flow rate of the gases being emitted from the stack being tested, including the raw field data.
- g. Calibration procedures and results of calibrations performed on all testing equipment, including Pitot tube, nozzle, meter box, thermometer, and barometer.
- h. The name, affiliation, and contact information for all representatives of the testing firm and any regulatory agencies that witnessed or participated in the test.
- i. A description of all maintenance performed on any process associated

with the Melt Department Baghouse, capture system, ductwork, control equipment, and other associated equipment from the Effective Date of this Consent Decree until performance testing is completed. This must include major cleaning operations, parts or equipment replacement, repairs made, and modifications of functional components of either the process or control equipment made within this timeframe. This must also include all activities associated with the optimization of the system required by Paragraph 14(f) of this Consent Decree.

- j. An identification, discussion, and explanation of any errors encountered during the testing (both real and apparent) and the causes of such errors.
- k. Raw field data gathered by the contractor or Defendant during the performance testing.

#### Melt Department Baghouse and Stack

16. Defendant must continuously operate both compartments of the Melt Department Baghouse, at all times when one or more of the process unit(s) controlled by the Melt Department Baghouse is/are in operation, including during periods of process unit start-up, shut-down, and malfunction; provided, however, that Defendant may operate the Melt Department Baghouse with one functioning collection chamber in the event that one of the collection chambers has a malfunction if: (i) the Defendant corrects or repairs the malfunction as soon as practicable, and within no more than 72 hours consistent with the timeframe specified by Ohio Administrative Code Rule 3745-15-06(B)(1)-(3); or (ii) the Defendant adheres to operating limitations and meets conditions established during a Performance Test completed with a single operating compartment – performed in accordance with EPA reference test methods for particulate matter (Method 5) and opacity (Method 9) and with the submission of an Ohio EPA Intent-to-Test Notification (including proposed operating limitations) 30 days prior to the test date and the submission of the test results report within 30 days after the test date in accordance with Section XIV (Notices) – that demonstrates compliance with the requirements of Paragraph 17.

17. Defendant must maintain continuous compliance with the following emission limitations from the Melt Department Baghouse stack at all times when one or more of the processes vented to the Melt Department Baghouse are operating, including periods of process unit start-up, shut-down, and malfunction:

- a. 0.010 grain per dry standard cubic foot (and 0.26 pounds per hour) for particulate matter (PM); and
- b. Zero percent visible emissions over a 3-minute rolling average unless Defendant requests and receives approval of an alternative visible emissions limitation pursuant to Paragraphs 23 and 24. Any approved alternative visible emission limitation must be incorporated into Defendant's permit to install and operate as federally enforceable terms

and conditions and may not exceed 20 percent opacity as a 3-minute rolling average.

18. Defendant shall demonstrate compliance with the visible emissions limitation for the Melt Department Baghouse stack using Method 9 and a Method 9 certified observer. While performing Method 9, visible emission observations of the Melt Department Baghouse stack must start during Tapping and continue into inoculation for a minimum of six consecutive three-minute readings, for a total of 18 minutes. If a furnace is Tapping without inoculation, then the visible emission observations shall occur during Tapping. If visible emissions are observed, Defendant must continue the visible emission observations until visible emissions are no longer observed or the full 18 minutes has transpired, whichever is longer. The frequency for visible emission observations of the Melt Department Baghouse stack under this Paragraph is as follows:

- a. Defendant must conduct daily visible emission readings of the Melt Department Baghouse stack for each furnace in operation and vented to the Melt Department Baghouse stack for a minimum of 30 consecutive Days.
- b. Daily visible emission readings of the Melt Department Baghouse stack must continue until such time as Defendant demonstrates continuous compliance with the applicable visible emissions limit for 30 consecutive Days.
- c. Defendant may reduce the frequency of visible emission readings of the Melt Department Baghouse stack to once weekly only after it successfully demonstrates compliance with the applicable visible emission limit for 30 or more consecutive Days.
- d. If Defendant has met the requirements in subsection 18(c) above to reduce the frequency of visible emission readings of the Melt Department Baghouse stack, Defendant may limit readings to a single furnace. Tapping and inoculation must be occurring in the furnace used for demonstrating compliance.
- e. If, at any time, visible emissions at the Melt Department Baghouse stack exceed the applicable limit after Defendant reduces the frequency of visible emissions observations to once weekly, Defendant must return to daily visible emission readings for all furnaces until another period of 30 or more consecutive Days passes without a visible emission exceeding the applicable limit.

19. Performance Test Exceedances. If the performance test required by Paragraph 14 shows emissions from the Melt Department Baghouse stack exceed either the applicable gr/dscf emission limitation set forth in Paragraph 17(a), or the visible emission limitation set forth in Paragraph 17(b), Defendant must submit and implement a Corrective Measures Plan and perform

a retest in accordance with Paragraph 21. If a retest fails to demonstrate compliance with the applicable emission limitation set forth in Paragraph 17(a) or the visible emission limitation set forth in Paragraph 17(b), Defendant must submit and implement a Supplemental Corrective Measures Plan and perform a retest in accordance with Paragraph 22. If Defendant elects to seek an alternative visible emission limitation in accordance with Paragraphs 23 and 24, a new alternative visible emission limitation must be determined during a retest required by Paragraph 21 or Paragraph 22.

20. Subsequent Opacity Events.

a. After performance testing conducted under this Consent Decree demonstrates initial compliance with both applicable limits in Paragraph 17, if either of the following conditions is met at any time while this Consent Decree remains in effect, Defendant must plan and implement corrective measures as prescribed by Paragraph 20(b):

- i. The duration of the Defendant's opacity exceedances at the Melt Department Baghouse stack or Non-Stack Egress Points is 1% or more of total operating time during any calendar year; or
- ii. The duration of the Defendant's opacity exceedances at the Melt Department Baghouse stack or Non-Stack Egress Points is 2% or more of total operating time during any calendar quarter.

In order to determine the percentage of total operating time during which opacity exceedances occur, Defendant shall apply the following formula:

$(\text{total minutes of observed opacity exceedances} / \text{total operating minutes}) \times 100$

Total minutes of observed opacity exceedances is the sum of all minutes during which opacity exceedances are observed for the calendar year or quarter, including process unit start-up, shut-down, and malfunction. This includes observations made by Defendant or a regulating entity.

Total operating minutes is the sum of all minutes that the processes controlled by the Melt Department Baghouse are operating during the calendar year or quarter.

b. After a first triggering event when either condition in Paragraph 20(a)(i) or Paragraph 20(a)(ii) is met, Defendant must submit and implement a Corrective Measures Plan and perform a retest in accordance with Paragraph 21. After a second or subsequent triggering event when either condition in Paragraph 20(a)(i) or Paragraph 20(a)(ii) is met, Defendant must submit and implement a Supplemental Corrective Measures Plan and perform a retest in accordance with Paragraph 22.

21. Corrective Measures Plans.

a. Within 60 Days after a performance test showing an exceedance under Paragraph 19 or a first triggering event under Paragraph 20(b), Defendant shall prepare and

submit a Corrective Measures Plan in accordance with Section VI (Approval of Deliverables) that: (i) identifies the likely cause(s) of the exceedance or event; (ii) describes feasible alternatives for ensuring continuous compliance; and (iii) specifies a plan and schedule for steps the Defendant shall take to achieve continuous compliance with all applicable emission limits related to Melt Department Baghouse performance, including those set forth in Paragraph 17.

b. Within 60 Days after implementing all measures required by a Corrective Measures Plan, Defendant must conduct another performance test at the Melt Department Baghouse (including visible emission readings at the stack and all Non-Stack Egress Points) to demonstrate and ensure ongoing compliance with all applicable emission limitations related to Melt Department Baghouse performance, including those set forth in Paragraph 17. The retest must meet the requirements of Paragraph 14 and the results of the retest must be reported in accordance with Paragraph 15.

22. Supplemental Corrective Measures Plans.

a. After a retest showing an exceedance under Paragraph 19 or a second or subsequent triggering event under Paragraph 20(b), Defendant must engage a third party consultant to perform an analysis and advise Defendant in its preparation of a Supplemental Corrective Measures Plan that: (i) identifies the likely cause(s) of the exceedance or event; (ii) describes feasible alternatives for ensuring continuous compliance; and (iii) specifies a supplemental plan and schedule for steps the Defendant shall take to achieve continuous compliance with all applicable emission limits related to Melt Department Baghouse performance, including those set forth in Paragraph 17. Defendant must submit the Supplemental Corrective Measures Plan in accordance with Section VI (Approval of Deliverables) no later than 120 Days following the date of the retest showing an exceedance under Paragraph 19 or the occurrence of the second or subsequent triggering event under Paragraph 20(b).

b. Within 60 Days after implementing all measures required by a Supplemental Corrective Measures Plan, Defendant must conduct another performance test at the Melt Department Baghouse (including visible emission readings at the stack and all Non-Stack Egress Points) to demonstrate and ensure ongoing compliance with all applicable emission limitations related to Melt Department Baghouse performance, including those set forth in Paragraph 17. The retest must meet the requirements of Paragraph 14 and the results of the retest must be reported in accordance with Paragraph 15.

Stack Egress Points

23. If the Defendant chooses to request an alternative visible emissions limitation for the Melt Department Baghouse Stack Egress Point, then, as part of the performance test protocol required by Paragraph 12 of this Consent Decree, Defendant shall submit an Opacity Observations Procedure for review and approval pursuant to Section VI (Approval of Deliverables). The Opacity Observations Procedure shall include: (a) an aerial photo depicting the anticipated locations of personnel making Method 9 observations during daylight hours, the

stack egress point location, and the general path of the sun in relation to the facility; and (b) a list of any equipment needed to make observations (*e.g.*, catwalk, observation platform).

24. Within 30 Days of completion of the performance testing required by Paragraph 14, United Rolls shall submit for review and approval, pursuant to Section VI (Approval of Deliverables), a proposed alternative visible emissions limitation that will apply to the Melt Department Baghouse Stack Egress Point. The proposed opacity limit shall be based on the highest 3-minute rolling average opacity emissions observed pursuant to Paragraph 14(i) during performance test runs demonstrating compliance with the gr/dscf PM limit. Any request for an alternative visible emissions limitation may only be requested if the performance testing required by Paragraph 14 demonstrates compliance with the applicable PM emission limit in Paragraph 17(a) and must be made independent from the final performance test report required by Paragraph 15. Upon approval, United Rolls must maintain compliance with this opacity limit by performing visible emission readings using Method 9 in accordance with the schedule and requirements in Paragraph 18.

#### Non-Stack Egress Points

25. Within 30 Days of the Effective Date of this Consent Decree, Defendant shall submit an Opacity Observations Procedure for review and approval pursuant to Section VI (Approval of Deliverables). The Opacity Observations Procedure shall include: (a) an aerial photo depicting the anticipated locations of personnel making Method 9 observations during daylight hours, the locations of Non-Stack Egress Points to be observed, and the general path of the sun in relation to the Facility; and (c) a list of any equipment needed to make observations (*e.g.*, catwalk, observation platform).

26. Within 30 Days of completion of the performance testing required by Paragraph 14, United Rolls shall submit for review and approval pursuant to Section VI (Approval of Deliverables), a proposed opacity limit that will apply to all Non-Stack Egress Points reflecting the proper operation of a capture system designed to achieve the capture efficiencies required by permit as specified in Paragraph 29. The proposed opacity limit shall be based on the highest three-minute rolling average opacity emissions observed pursuant to Paragraph 14(i) during performance test runs demonstrating compliance with the gr/dscf PM limit and may not be greater than 20 percent visible emissions over a three-minute average. Upon approval, United Rolls must maintain compliance with this opacity limit by performing visible emission readings using Method 9 in accordance with the schedule and requirements in Paragraph 27.

27. Method 9 readings for opacity at the Non-Stack Egress Points shall start during Tapping and continue into inoculation for six consecutive three-minute readings, for a total of 18 minutes. If a furnace is Tapping without inoculation, then the visible emission observations shall occur during Tapping. If opacity exceedances are observed, Defendant must continue the Method 9 readings until opacity is below the applicable limit or the full 18 minutes has transpired, whichever is longer. The frequency for Method 9 readings for opacity at the Non-Stack Egress Points is as follows:

- a. Defendant must conduct daily Method 9 readings of the Non-Stack Egress



Points for each furnace in operation on each day for a minimum of 30 consecutive Days.

- b. Daily Method 9 readings of the Non-Stack Egress Points must continue until such time as Defendant demonstrates continuous compliance with the applicable opacity limit for 30 consecutive Days.
- c. Defendant may reduce the frequency of Method 9 readings of the Non-Stack Egress Points to once weekly only after it successfully demonstrates compliance with the applicable visible emission limit for 30 or more consecutive Days.
- d. If Defendant has met the requirement in subparagraph 27(c) above to reduce the frequency of Method 9 readings of the Non-Stack Egress Points, Defendant may limit readings to a single furnace. Tapping and inoculation must be occurring in the furnace used for demonstrating compliance.
- e. If, at any time, Method 9 readings of the Non-Stack Egress Points exceed the applicable limit after Defendant reduces the frequency of visible emissions observations to once weekly, Defendant must return to daily Method 9 readings of the Non-Stack Egress Points for all furnaces until another period of 30 or more consecutive Days passes without a visible emission exceeding the applicable limit.

28. Consequence for Opacity Exceedances. In the event of one or more opacity exceedances at the Melt Department Baghouse stack or the Non-Stack Egress Points, Defendant shall determine and correct the cause of the exceedance in accordance with the Induction Furnace Capture and Control Equipment Operations and Maintenance Plan (“O&M Plan”), attached as Appendix 1, or a subsequent version submitted to EPA.

Reasonably Available Control Measures (RACM), Federally Enforceable Synthetic Minor Restriction Control Measures, and Good Air Pollution Control Practice Requirements.

29. Defendant must maintain continuous compliance with the following capture efficiency requirements during the following process activities:

- a. Tapping of any furnace: No less than ninety-five percent capture of the emissions from Tapping at any furnace. Defendant shall demonstrate compliance with this capture efficiency requirement by demonstrating compliance with the visible emission limits established in accordance with Paragraph 26.
- b. Inoculation at any furnace: No less than eighty-five percent capture of the emissions from inoculation at any furnace. Defendant shall demonstrate compliance with this capture efficiency requirement by demonstrating compliance with the visible emission limits established in accordance with

Paragraph 26.

30. Defendant must minimize emissions by operating the following baghouses within the associated pressure drop ranges at all times one or more processes tied into the baghouses are operating, including periods of process unit start-up, shut-down, and malfunction:

- a. Melt Department Baghouse: one to six inches of water column; and
- b. Centrifugal Caster Baggouses: two to four inches of water column.

31. Defendant must maintain and operate all hoods and capture systems associated with the Facility furnaces, inoculation, centrifugal casters, and sand shakeout system in a manner that ensures process emissions are minimized or eliminated through capturing and venting these emissions to the associated air pollution control devices. These requirements for furnaces, inoculation, and sand shakeout shall be incorporated into the O&M Plan.

Monitoring Requirements

32. Defendant must maintain and continuously operate monitoring systems designed to measure pressure drop across each of the baghouses listed below at all times one or more of the processes vented to the respective baghouse are operating until such time that the Defendant continuously operates a Bag Leak Detection System for the respective baghouse:

- a. Melt Department Baghouse (one system for the east compartment and one for the west compartment);
- b. Centrifugal Casting Machine Number 1 baghouse; and
- c. Centrifugal Casting Machine Number 2 baghouse.

33. Defendant must maintain and continuously operate an audible and visible alarm system on the Melt Department Baghouse. The audible and visible alarm system must be interlocked with the pressure drop monitoring systems and must be designed to alarm any time the Melt Shop Baghouse pressure drop falls outside the operating range identified in Paragraph 30 or the operating range established during the most recent performance test demonstrating compliance. If the Melt Department Baghouse already has an audible and visible alarm system that is currently operating properly and meets the requirements of this Consent Decree, then the existing system may be used to satisfy the requirements of this Paragraph.

34. Within 30 Days of the Effective Date of this Consent Decree, Defendant must develop and implement a standard operating procedure that ensures, prior to powering on either of the Centrifugal Casting Machines, the baghouse associated with the respective Centrifugal Casting Machine is powered on and operating within the operational range identified in Paragraph 30 or it demonstrates compliance with the operating range subsequently approved by the permitting authority.

Bag Leak Detection System

35. Installation and Operation of Bag Leak Detection System. Defendant shall install, calibrate, maintain, and continuously operate at least one bag leak detection system (“BLDS”) at the outlet of the Facility’s Melt Department Baghouse: (i) prior to the Effective Date, with relevant information available to U.S. EPA and the State upon request; or (ii) in accordance with the following schedule:

- a. Within 30 Days of the Effective Date of this Consent Decree, Defendant must issue a request for bids for the purchase, installation, and certification of a BLDS. The request must include: (1) a description of the processes associated with the Melt Department Baghouse; (2) operational conditions under which the BLDS will be operating; (3) the minimum specifications the BLDS must meet (as provided by this Consent Decree and other applicable regulations); (4) the schedule associated with purchase, installation, and calibration of the BLDS as required by this Consent Decree; (5) a deadline for receipt of all bids (no later than 90 Days of the Effective Date of this Consent Decree); and (6) at least an initial training on the installation, maintenance, and use of the BLDS. A copy of the request issued under this Paragraph must be submitted to U.S. EPA and the State at the same time it is issued to potential bidders.
  - b. Within 180 Days of the Effective Date of this Consent Decree, Defendant must select the winning bid for the BLDS required by this Paragraph and issue a written notification to the company selected for the work.
  - c. Within 210 Days of the Effective Date of this Consent Decree, Defendant must provide U.S. EPA and the State copies of all bids received in response to the request issued under this Paragraph, as well as written notification of the winning bid for the purchase, installation, and certification of the BLDS selected by Defendant.
  - d. Within 270 Days of the Effective Date of this Consent Decree, Defendant must complete and issue all purchase orders necessary for the purchase, installation, and calibration of the BLDS required by this Paragraph.
  - e. Within 365 Days of the Effective Date of this Consent Decree, Defendant must complete the installation, calibration, and begin continuous operation of each BLDS required by this Paragraph.
36. Each BLDS required by Paragraph 35 must meet the following requirements:
- a. The system must be certified by the manufacturer to be capable of detecting emissions of particulate matter at concentrations of 10 milligrams per actual cubic meter (0.00044 grains per actual cubic foot) or less.

- b. The BLDS sensor must provide output of relative particulate matter loadings and the Defendant must continuously record the output from the BLDS using a strip chart, recorder, data logger, or other means.
- c. The system must be equipped with an audible and visible alarm that will sound and light up whenever an increase in relative particulate loading is detected over the baseline established during the most recent performance test demonstrating compliance with applicable PM emission limits. Each alarm must be located such that it can be heard and seen by the plant personnel responsible for investigating root causes of increased particulate loading and taking corrective actions to eliminate increased particulate loading.
- d. The BLDS sensor must be installed downstream of the Melt Department Baghouse.
- e. If one BLDS is installed, Defendant must install the BLDS at the combined outlet for the east and west compartments of the Melt Department Baghouse. If two or more BLDS are installed, Defendant must install at least one BLDS to monitor emissions from the east compartment of the Melt Department Baghouse and one BLDS to monitor emissions from the west compartment of the Melt Department Baghouse. The installation and operation of each BLDS at the Facility must comply with the requirements in 40 C.F.R. § 63.10897(d)(1) unless otherwise provided for in this Consent Decree.
- f. If Defendant elects to install more than one BLDS, the system's instrumentation and alarms may be shared among detectors (i.e. there may be multiple BLDS that share a common data logger and alarm system). However, the continuous recording system must record the data from each BLDS independently (for example, a red pen on a strip chart for the east compartment and a green pen on the strip chart for the west compartment). If the systems share an alarm system and an alarm occurs, Defendant must distinguish which compartment triggered the alarm and investigate the root cause of the alarm.

37. Once each BLDS required by Paragraph 35 is installed, calibrated, and operating, Defendant must operate each BLDS at all times including periods of process unit start-up, shut-down, and malfunction.

38. BLDS Monitoring Plan. Within 365 Days of the Effective Date of this Consent Decree, Defendant shall develop and submit for review and approval pursuant to Section VI (Approval of Deliverables) a BLDS Monitoring Plan. The BLDS Monitoring Plan must comply with requirements of 40 C.F.R. § 63.10897(d)(2) unless otherwise provided for by this Consent Decree. Upon approval of the BLDS Monitoring Plan, Defendant must incorporate the plan, in

its entirety, into the Facility's O&M Plan required by this Consent Decree. The BLDS Monitoring Plan must include the following information:

- a. A description of each BLDS to be installed as required by Paragraph 35 of this Consent Decree (including, the name of the system manufacturer, specifications, general design and operational aspects of the system components (i.e. tribo-electric, light scattering, etc.), methods of data collection, and serial number(s) of each component).
- b. A description of the location(s) where each BLDS will be installed.
- c. A description of the methods to be used to calibrate each BLDS.
- d. A description of procedures to perform the initial and periodic adjustments of the BLDS including how the alarm set-point will be established during the performance testing required by this Consent Decree.
- e. A description of the procedures to be implemented for the operation of each BLDS including quality assurance and quality control procedures, recordkeeping and reporting on operational performance of each BLDS, all alarms, and any deviations from this plan when responding to an alarm.
- f. A description of the procedures to be implemented for the maintenance of each BLDS, including routine maintenance schedules, a spare-parts inventory list, and explanation of how records of maintenance activities will be maintained.
- g. A description of how the BLDS output will be recorded, analyzed (i.e. conversions from input to mass loadings), and stored.
- h. A description of the procedures to be implemented when an alarm occurs including procedures to identify root cause(s), corrective actions to be taken (i.e. possible corrective actions to be taken in the event of an alarm), and preventative measures implemented or to be implemented.

39. Once the BLDS system is up and operating, any time the BLDS signals an increase in relative particulate loading above the baseline established for compliance with applicable PM emission limits, Defendant must initiate an investigation into the root cause(s) of the alarm and corrective action(s) in accordance with 40 C.F.R. § 63.10897(d)(3) unless otherwise provided for by this Consent Decree. The investigation into the root cause must be initiated within one hour of the alarm. Defendant must initiate implementation of corrective actions to address the alarm within 24 hours of the alarm. Any corrective actions must be completed as soon as practicable but no later than 10 Days from the date of the alarm. Defendant must implement any identified preventative measures to prevent the root cause(s) of the alarm from recurring as soon as practicable but no later than 10 Days from the date of the alarm.

40. Defendant must maintain a record of each BLDS alarm that includes the information listed below.

- a. The date and time of each alarm (and if more than one BLDS is installed in accordance with Paragraph 35, identify the BLDS responsible for the alarm).
- b. The magnitude of the increased particulate loading, as measured by the BLDS, that caused the alarm.
- c. The date and time Defendant initiated an investigation into the root cause(s) of the alarm.
- d. The date and time Defendant completed its investigation into the root cause(s) of the alarm.
- e. The date and time Defendant initiated corrective actions to address the alarm.
- f. The date and time Defendant completed the corrective actions.
- g. A list of the corrective action(s) taken.
- h. The date and time Defendant began implementation of preventative measures to prevent the root cause(s) of the alarm from recurring.
- i. The date and time Defendant completed the implementation of preventative measures to prevent the root cause(s) of the alarm from recurring.
- j. A list of the preventative measure(s) implemented.
- k. Any deviations from this plan that occurred when responding to an alarm.

41. Upon U.S. EPA's approval of the BLDS Monitoring Plan, Defendant must operate and maintain the BLDS in accordance with the approved BLDS Monitoring Plan. Any material revisions to the BLDS Monitoring Plan prior to termination of this Consent Decree must be submitted to U.S. EPA and the State for review and approval, in accordance with Section VI (Approval of Deliverables), within 30 Days following the revision(s). If Defendant's revised BLDS Monitoring Plan is disapproved in whole or in part, Defendant must resubmit the plan and take all further actions in accordance with Section VI, subject to Defendant's right to dispute under Section X (Dispute Resolution). Defendant may implement a subsequently-submitted BLDS Monitoring Plan prior to approval by U.S. EPA and the State. Implementation of a revised BLDS Monitoring Plan prior to approval shall have no impact on the review and approval process under Section VI, or the dispute resolution procedures in Section X.

Operation and Maintenance Plan: Induction Furnace and Sand Shakeout Capture and Control Equipment (“O&M Plan”)

42. Defendant must operate and maintain all induction furnaces, sand shakeout processes, and associated capture and control equipment (including hoods, ductwork, fans, and the Melt Department Baghouse) in accordance with the previously approved O&M Plan, attached as Appendix 1, at all times of operation, including periods of process unit start-up, shut-down, and malfunction. Any revisions to the O&M Plan prior to termination of this Consent Decree must be submitted to U.S. EPA and the State for review within 30 Days following the revision.

Permits

43. By no later than 90 Days after completion of the performance testing required by Paragraph 14 that demonstrates compliance with the applicable emission limitations set forth in Paragraph 17, Defendant shall request Ohio EPA to include all of the compliance obligations enumerated in this Consent Decree that are referenced below in subparagraphs (a) through (i) as non-expiring obligations in a permit that is federally enforceable and is issued under authority independent of the State’s authority to issue Title V permits, such that the compliance obligations become and remain “applicable requirements” as that term is defined in 40 C.F.R. § 70.2, and remains in full force and effect subsequent to termination of this Consent Decree. Defendant shall seek the permit, or modification of an existing permit, to require compliance with the following:

- a. The 0.010 grain per dry standard cubic foot (and 0.26 pounds per hour) for PM emission limit out of the Melt Department Baghouse stack from Paragraph 17(a).
- b. The zero percent visible emission limit at the Melt Department Baghouse stack or an alternative visible emission limit from Paragraph 17(b).
- c. The requirements for visible emission observations in Paragraph 18.
- d. The requirement to achieve ninety-five percent capture efficiency during Tapping and the requirements to use visible emissions observations of the Melt Department Baghouse stack and Method 9 readings of the Non-Stack Egress Points to evaluate compliance in accordance with Paragraph 29(a).
- e. The requirement to achieve eighty-five percent capture efficiency during inoculation and the requirements to use visible emissions observations of the Melt Department Baghouse stack and Method 9 readings of the Non-Stack Egress Points to evaluate compliance in accordance with Paragraph 29(a).
- f. The installation, calibration, maintenance, and operation of the Bag Leak Detection System on the Melt Department Baghouse stack, including monitoring, recordkeeping and reporting requirements, from Paragraphs

35, 36, 37, 38, 39, 40, and 55. The permit request shall include the requirement to maintain, implement, and periodically update the BLDS Monitoring Plan, except that the BLDS Monitoring Plan itself will not be incorporated into an enforceable permit.

- g. A requirement to maintain, implement, and, periodically update the O&M Plan. The O&M Plan itself will not be incorporated into an enforceable permit.
- h. The monitored pressure drop range of the Melt Department Baghouse verified during the performance testing required by Paragraph 14 and listed in the final report pursuant to Paragraph 15, or a new pressure drop range verified during the most recent performance test demonstrating compliance with applicable emission limits.
- i. The opacity limits established in accordance with Paragraphs 24 and 26 as well as the visible emission readings schedules established in accordance with Paragraphs 18 and 27.
- j. The Melt Department Baghouse requirements in Paragraphs 16, 32, and 33.

44. Following submission of the complete permit application, Defendant shall promptly submit to Ohio EPA all available information that Ohio EPA seeks following its receipt of the permit application.

45. Defendant shall submit a copy of any application for any air permit or air permit amendment required by this Decree (or any related correspondence) to U.S. EPA in accordance with Section XIV (Notices) simultaneous with the application or correspondence submitted to Ohio EPA. Within 30 Days of receipt of any draft or final air permit, Defendant shall provide a copy of the same to U.S. EPA in accordance with Section XIV (Notices).

46. Defendant shall submit a copy of this Decree to Ohio EPA with any applications for permits or permit amendments required by this Decree.

47. Where any compliance obligation under this Section requires Defendant to obtain a federal, state, or local permit or approval, Defendant shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. Defendant may seek relief under the provisions of Section IX (Force Majeure) of this Consent Decree for any delay in the performance of any such obligation resulting from a failure to obtain, or a delay in obtaining, any permit or approval required to fulfill such obligation, if Defendant has submitted timely and complete applications and has taken all other actions necessary to obtain all such permits or approvals.



## VI. APPROVAL OF DELIVERABLES

48. Approval of Deliverables. After review of any plan, report, or other item that is required to be submitted pursuant to this Consent Decree, U.S. EPA, in consultation with the State, shall in writing: (a) approve the submission; (b) approve the submission upon specified conditions; (c) approve part of the submission and disapprove the remainder; or (d) disapprove the submission.

49. If the submission is approved pursuant to Paragraph 48(a), Defendant shall take all actions required by the plan, report, or other document, in accordance with the schedules and requirements of the plan, report, or other document, as approved. If the submission is conditionally approved or approved only in part pursuant to Paragraph 48(b) or (c), Defendant shall, upon written direction from U.S. EPA after consultation with the State, take all actions required by the approved plan, report, or other item that U.S. EPA, after consultation with the State, determines are technically severable from any disapproved portions, subject to Defendant's right to dispute under Section X (Dispute Resolution).

50. If the submission is disapproved in whole or in part pursuant to Paragraph 48(c) or (d), Defendant shall, within 60 days or such other time as the Parties agree to in writing, correct all deficiencies and resubmit the plan, report, or other item, or disapproved portion thereof, for approval, in accordance with the preceding Paragraphs subject to Defendant's right to dispute under Section XI (Dispute Resolution). If the resubmission is approved in whole or in part, Defendant shall proceed in accordance with the preceding Paragraph.

51. If a resubmitted plan, report, or other item, or portion thereof, is disapproved in whole or in part, U.S. EPA, after consultation with the State, may again require Defendant to correct any deficiencies, in accordance with the preceding Paragraphs, or may itself/themselves correct any deficiencies, subject to Defendant's right to invoke Dispute Resolution and the right of U.S. EPA and the State to seek stipulated penalties as provided in the preceding Paragraphs.

52. Any stipulated penalties applicable to the original submission, as provided in Section VIII, shall accrue during the 60 day period or other specified period, but shall not be payable unless the resubmission is untimely or is disapproved in whole or in part, and U.S. EPA and/or the State seeks stipulated penalties; provided that, if the original submission was so deficient as to constitute a material breach of Defendant's obligations under this Decree, the stipulated penalties applicable to the original submission shall be due and payable upon demand notwithstanding any subsequent resubmission.

53. [Reserved].

## VII. REPORTING REQUIREMENTS

54. Defendant must submit semi-annual reports to U.S. EPA and the State no later than thirty days after the end of each semi-annual calendar period (January 31 and July 31). The semi-annual reports must include the information identified in sub-paragraphs (a) through (f) of this Paragraph and cover all activities related to compliance with this Consent Decree that

occurred during the preceding six-month reporting period. If Defendant took actions regarding compliance with this Consent Decree prior to the Effective Date of this Consent Decree, then those actions must be described in the first semi-annual report.

- a. A summary of actions taken to meet the requirements of this Consent Decree.
- b. The status of any outstanding compliance measures that were due but not completed.
- c. The actual completion date for any milestones that were completed.
- d. Problems encountered in regards to meeting compliance requirements or milestones and anticipated problems in regards to meeting compliance requirements or milestones in the current six-month period, together with any implemented and proposed solutions.
- e. A description of any non-compliance with the requirements of this Consent Decree.
- f. An explanation of the cause of any non-compliance with the requirements of this Consent Decree and corrective actions taken to address the cause of non-compliance.

55. Defendant must submit quarterly excess emission and monitoring system performance reports. The quarterly reports must be submitted no later than 30 days following the end of each calendar quarter (January 31, April 30, July 31, and October 31 of the respective year). For purposes of this Consent Decree, an excess emission is any period of time when Defendant exceeds an emission limit, visible emission limit, operational limit established in accordance with this Consent Decree, or as a permit term or condition established in accordance with this Consent Decree. Failure to respond to a BLDS alarm or corrective action in a timely manner pursuant to Paragraph 39, as required by this Consent Decree, must also be included in the quarterly excess emission reports. The quarterly excess emissions and monitoring system performance reports must include the information listed below.

- a. The total process operating time during the reporting period.
- b. The total weight of metal melted per furnace for each month, in tons per month.
- c. The date and time of commencement and completion of each time period of excess emissions.
- d. The magnitude of excess emissions.
- e. Identification of each period of excess emission that occurs during startup, shutdown, and malfunction events.

- f. The nature and cause of any excess emissions.
- g. Identification of the corrective action(s) taken and time of corrective action(s) taken to minimize or eliminate the excess emissions.
- h. Identification of preventative measures adopted to minimize or prohibit an excess emission cause or event from recurring.
- i. Where no excess emissions occur during a given reporting period, such information must be stated in the quarterly report.
- j. Each period during which any continuous monitoring system or monitoring device was inoperative.
- k. Identification of the continuous monitoring system or monitoring device that was inoperative.
- l. The cause of the non-operation of any continuous monitoring system or monitoring device.
- m. The corrective action(s) taken to address the non-operation of any continuous monitoring system or monitoring device.
- n. Where there is no period of time during a reporting quarter when a continuous monitoring system or monitoring device was inoperative, such information must be stated in the quarterly report.

56. Defendant must maintain copies of all records and reports required by this Consent Decree on site in a readily reviewable format for no less than two years after the Effective Date of this Consent Decree. This Paragraph does not affect general reporting and record keeping requirements established in applicable regulations, rules, or permits which may require all records and reports be maintained in a readily accessible and reviewable format for a minimum of five years.

57. Defendant must send all reports, plans, or other deliverables required by this Consent Decree to the State at the following address:

Attention: Terri Dzienis  
Canton City Health Department Air Pollution Control Division  
420 Market Avenue  
North Canton, OH 44702

and to U.S. EPA at the following address:

Attention: Compliance Tracker (AE-17J)  
Air Enforcement and Compliance Assurance Branch  
U.S. Environmental Protection Agency, Region 5  
77 W. Jackson Boulevard  
Chicago, IL 60604

Defendant may, upon notification to U.S. EPA, submit each report, plan, or other deliverable to U.S. EPA electronically at [R5airenforcement@epa.gov](mailto:R5airenforcement@epa.gov). Any electronic submissions must also include an electronic carbon copy to [vuilleumier.kevin@epa.gov](mailto:vuilleumier.kevin@epa.gov).

58. If Defendant violates, or has reason to believe that it may violate, any requirement of this Consent Decree, Defendant shall notify the United States and the State of such violation and its likely duration, in writing, within ten Days of the Day Defendant first becomes aware of the violation, with an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation. If the cause of a violation cannot be fully explained at the time the report is due, Defendant shall so state in the report. Defendant shall investigate the cause of the violation and shall then submit an amendment to the report including a full explanation of the cause of the violation within 30 Days of the Day Defendant becomes aware of the cause of the violation. Nothing in this Paragraph or the following Paragraph relieves Defendant of its obligation to provide the notice required by Section IX (Force Majeure). Whenever any violation of this Consent Decree or of any applicable permit limits established in accordance with this Decree, or any other event affecting Defendant's performance under this Decree, may pose an immediate threat to the public health or welfare or the environment, Defendant shall notify U.S. EPA and the State orally or by electronic or facsimile transmission as soon as possible, but no later than 24 hours after Defendant first knew of the violation or event. This procedure is in addition to the requirements set forth in the preceding Paragraphs in this Section.

59. Each report submitted by Defendant under this Section shall be signed by an official of the submitting party and include the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations.

60. This certification requirement does not apply to emergency or similar notifications where compliance would be impractical.

61. The reporting requirements of this Consent Decree do not relieve Defendant of any reporting obligations required by the Act or implementing regulations, or by any other federal, state, or local law, regulation, rule, permit, or other requirement.

62. Any information provided pursuant to this Consent Decree may be used by the United States or the State in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

VIII. STIPULATED PENALTIES

63. Defendant shall be liable for stipulated penalties to the United States and the State for violations of this Consent Decree as specified below unless excused under Section IX (Force Majeure). A violation includes failing to perform any obligation required by the terms of this Decree, including any work plan or schedule approved under this Decree, according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree.

64. Late Payment of Civil Penalty. If Defendant fails to pay the civil penalty required to be paid under Section IV (Civil Penalty) when due, Defendant shall pay a stipulated penalty of \$1,000 per Day for each Day that the payment is late.

65. Compliance Milestones.

a. The following stipulated penalties shall accrue per violation per Day for each violation of the requirements identified in subparagraph 65(b):

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$500.....	1st through 14th day
\$1,000 .....	15th through 30th day
\$3,000 .....	31st day and beyond

b. Compliance Milestones

- (1) Submission of Performance Test Protocol pursuant to Paragraph 12;
- (2) Completion of performance test in accordance with the approved Performance Test Protocol pursuant to Paragraph 14;
- (3) Submission of performance test results pursuant to Paragraph 15;
- (4) Continuous operation of the Melt Department Baghouse pursuant to Paragraph 16;
- (5) Compliance with the emission limits in Paragraph 17;
- (6) Compliance with the visible emission monitoring requirements in

Paragraph 18;

- (7) Compliance with the Corrective Measures Plan requirements described in Paragraphs 19, 20(b), and 21;
- (8) Compliance with the Supplemental Corrective Measures Plan requirements described in Paragraphs 19, 20(b), and 22;
- (9) Completion of any additional performance testing, if necessary, at the Melt Department Baghouse stack pursuant to Paragraphs 19, 20(b), 21, or 22;
- (10) Submission of an Opacity Observations Procedure pursuant to Paragraph 25;
- (11) Submission of proposed opacity limits for all Non-Stack Egress Points pursuant to Paragraph 26;
- (12) Exceedance of opacity limits for Non-Stack Egress Points established pursuant to Paragraph 26;
- (13) Conducting the opacity monitoring required in Paragraph 27;
- (14) Investigation and corrective action following opacity exceedances pursuant to Paragraph 28;
- (15) Compliance with the pressure drop ranges in Paragraph 30;
- (16) Continuous operation of pressure drop monitoring systems pursuant to Paragraph 32;
- (17) Continuous operation of audible and visible alarms on pressure drop monitoring systems pursuant to Paragraph 33;
- (18) Development of standard operating procedure for Centrifugal Casting Machines pursuant to Paragraph 34;
- (19) Installation and operation of a BLDS pursuant to Paragraphs 35, 36, and 37;
- (20) Development of a BLDS Monitoring Plan pursuant to Paragraph 38;
- (21) Investigation and corrective action following a BLDS alarm pursuant to Paragraph 39;
- (22) Operation of BLDS in accordance with the approved BLDS

Monitoring Plan pursuant to Paragraph 41;

(23) Operation in accordance with the O&M Plan pursuant to Paragraph 42;

(24) Application for new permits pursuant to Paragraph 43.

66. Reporting Requirements. The following stipulated penalties shall accrue per violation per Day for each violation of the reporting requirements of Paragraph 40 and Section VII:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$500.....	1st through 14th day
\$1,000.....	15th through 30th day
\$1,500.....	31st day and beyond

67. Stipulated penalties under this Section shall begin to accrue on the Day after performance is due or on the Day a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree.

68. Defendant shall pay stipulated penalties to the United States and the State within 30 Days of a written demand by either Plaintiff. Defendant shall pay 60 percent of the total stipulated penalty amount due to the United States and 40 percent to the State. The Plaintiff making a demand for payment of a stipulated penalty shall simultaneously send a copy of the demand to the other Plaintiff.

69. Either Plaintiff may in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due it under this Consent Decree.

70. Stipulated penalties shall continue to accrue as provided in Paragraph 67, during any Dispute Resolution, but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of the United States or the State that is not appealed to the Court, Defendant shall pay accrued penalties determined to be owing, together with interest, to the United States or the State within 30 Days of the effective date of the agreement or the receipt of the United States' or the State's decision or order.

b. If the dispute is appealed to the Court and the United States or the State prevails in whole or in part, Defendant shall pay all accrued penalties determined by the Court to be owing, together with interest, within 60 Days of receiving the Court's decision or order, except as provided in subparagraph 70(c), below.

c. If any Party appeals the District Court's decision, Defendant shall pay all accrued penalties determined to be owing, together with interest, within 15 Days of receiving the final appellate court decision.

71. Defendant shall pay stipulated penalties owing to the United States in the manner set forth and with the confirmation notices required by Paragraph 9, except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid. Defendant shall pay stipulated penalties owing to the State in the manner set forth and required by Paragraph 10, except that the payment shall be accompanied by a letter that shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid.

72. If Defendant fails to pay stipulated penalties according to the terms of this Consent Decree, Defendant shall be liable for interest on such penalties as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States or the State from seeking any remedy otherwise provided by law for Defendant's failure to pay any stipulated penalties.

73. The payment of penalties and interest, if any, shall not alter in any way Defendant's obligation to complete the performance of the requirements of this Consent Decree.

74. Non-Exclusivity of Remedy. Stipulated penalties are not the United States' or the State's exclusive remedy for violations of this Consent Decree. Subject to the provisions of Section XII (Effect of Settlement/Reservation of Rights), the United States and the State expressly reserve the right to seek any other relief either one deems appropriate for Defendant's violation of this Decree or applicable law including but not limited to an action against Defendant for statutory penalties, additional injunctive relief, mitigation or offset measures, and/or contempt. However, the amount of any statutory penalty assessed for a violation of this Consent Decree shall be reduced by an amount equal to the amount of any stipulated penalty assessed and paid pursuant to this Consent Decree.

#### IX. FORCE MAJEURE

75. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Defendant, of any entity controlled by Defendant, or of Defendant's contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Defendant's best efforts to fulfill the obligation. The requirement that Defendant exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any potential force majeure event (a) as it is occurring and (b) following the potential force majeure, such that the delay and any adverse effects of the delay are minimized. "Force Majeure" does not include Defendant's financial inability to perform any obligation under this Consent Decree.

76. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, Defendant shall provide notice orally or by electronic or facsimile transmission to U.S. EPA and Ohio EPA, within 72 hours of when Defendant first knew that the event might cause a delay. Within seven days thereafter, Defendant shall provide in writing to U.S. EPA and the State an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to



be taken to prevent or mitigate the delay or the effect of the delay; Defendant's rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of Defendant, such event may cause or contribute to an endangerment to public health, welfare or the environment. Defendant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Defendant from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Defendant shall be deemed to know of any circumstance of which Defendant, any entity controlled by Defendant, or Defendant's contractors knew or should have known.

77. If U.S. EPA, after a reasonable opportunity for review and comment by the State, agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by U.S. EPA, after a reasonable opportunity for review and comment by the State, for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. U.S. EPA will notify Defendant in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

78. If U.S. EPA, after a reasonable opportunity for review and comment by the State, does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, U.S. EPA will notify Defendant in writing of its decision.

79. If Defendant elects to invoke the dispute resolution procedures set forth in Section X (Dispute Resolution), it shall do so no later than 15 Days after receipt of U.S. EPA's notice. In any such proceeding, Defendant shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Defendant complied with the requirements of Paragraphs 75 and 76. If Defendant carries this burden, the delay at issue shall be deemed not to be a violation by Defendant of the affected obligation of this Consent Decree identified to U.S. EPA and the Court.

## X. DISPUTE RESOLUTION

80. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. Defendant's failure to seek resolution of a dispute under this Section shall preclude Defendant from raising any such issue as a defense to an action by the United States or the State to enforce any obligation of Defendant arising under this Decree.

81. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when Defendant sends the United States and the State a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 20 Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States or the State, as applicable, shall be considered binding unless, within 15 Days after the conclusion of the informal negotiation period, Defendant invokes formal dispute resolution procedures as set forth below.

82. Formal Dispute Resolution. Defendant shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States and the State a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Defendant's position and any supporting documentation relied upon by Defendant.

83. The United States or the State, as applicable, shall serve its Statement of Position within 45 Days of receipt of Defendant's Statement of Position. The United States' or the State's, as applicable, Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States or the State, as applicable. The United States' or the State's, as applicable, Statement of Position shall be binding on Defendant, unless Defendant files a motion for judicial review of the dispute in accordance with the following Paragraph.

84. Defendant may seek judicial review of the dispute by filing with the Court and serving on the United States and the State, in accordance with Section XIV (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within ten Days of receipt of the United States' or the State's, as applicable, Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of Defendant's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

85. The United States or the State, as applicable, shall respond to Defendant's motion within the time period allowed by the Local Rules of this Court. Defendant may file a reply memorandum, to the extent permitted by the Local Rules.

86. Standard of Review

a. Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 82 pertaining to the adequacy or appropriateness of plans, procedures to implement plans, schedules or any other items requiring approval by the United States or the State under this Consent Decree; the adequacy of the performance of work undertaken pursuant to this Consent Decree; and all other disputes that are accorded review on the administrative

record under applicable principles of administrative law, Defendant shall have the burden of demonstrating, based on the administrative record, that the position of the United States or the State is arbitrary and capricious or otherwise not in accordance with law.

b. Other Disputes. Except as otherwise provided in this Consent Decree, in any other dispute brought under Paragraph 82, Defendant shall bear the burden of demonstrating that its position complies with this Consent Decree and better furthers the objectives of the Consent Decree.

87. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Defendant under this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 70. If Defendant does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VIII (Stipulated Penalties).

#### XI. INFORMATION COLLECTION AND RETENTION

88. The United States, the State, and their representatives, including attorneys, contractors, and consultants, shall have the right of entry into any facility covered by this Consent Decree, at all reasonable times, upon presentation of credentials, to:

- a. monitor the progress of activities required under this Consent Decree;
- b. verify any data or information submitted to the United States or the State in accordance with the terms of this Consent Decree;
- c. obtain samples and, upon request, splits of any samples taken by Defendant or its representatives, contractors, or consultants;
- d. obtain documentary evidence, including photographs and similar data; and
- e. assess Defendant's compliance with this Consent Decree.

89. Upon request, Defendant shall provide U.S. EPA and the State, or their authorized representatives, splits of any samples taken by Defendant. Upon request, U.S. EPA and the State shall provide Defendant splits of any samples taken by U.S. EPA or the State.

90. Until five years after the termination of this Consent Decree, Defendant shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to Defendant's performance of its obligations under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United

States or the State, Defendant shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

91. At the conclusion of the information-retention period provided in the preceding Paragraph, Defendant shall notify the United States and the State at least 90 Days prior to resuming normal record retention protocols and, upon request by the United States or the State, Defendant shall deliver any such documents, records, or other information to U.S. EPA or the State. Defendant may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal law. If Defendant asserts such a privilege, it shall provide the following: (a) the title of the document, record, or information; (b) the date of the document, record, or information; (c) the name and title of each author of the document, record, or information; (d) the name and title of each addressee and recipient; (e) a description of the subject of the document, record, or information; and (f) the privilege asserted by Defendant. However, no documents, records, or other information necessary to determine compliance with the requirements of this Consent Decree shall be withheld on grounds of privilege.

92. Defendant may also assert that information required to be provided under this Section is protected as Confidential Business Information (“CBI”) under 40 C.F.R. Part 2. As to any information that Defendant seeks to protect as CBI, Defendant shall follow the procedures set forth in 40 C.F.R. Part 2.

93. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States or the State pursuant to applicable federal or state laws, regulations, rules, or permits, nor does it limit or affect any duty or obligation of Defendant to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, rules, or permits.

## XII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

94. This Consent Decree resolves the civil claims of the United States and the State for the violations alleged in the Complaint filed in this action through the Date of Lodging.

95. The United States and the State reserve all legal and equitable remedies available to enforce the provisions of this Consent Decree. This Consent Decree shall not be construed to limit the rights of the United States or the State to obtain penalties or injunctive relief under the Act or implementing regulations, or under other federal or state laws, regulations, rules, or permit conditions. The United States and the State further reserve all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, Defendant’s Facility, whether related to the violations addressed in this Consent Decree or otherwise.

96. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, civil penalties, other appropriate relief relating to the Facility, Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-

splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 94.

97. This Consent Decree is not a permit, or a modification of any permit, under any federal, state, or local laws or regulations or rules. Defendant is responsible for achieving and maintaining complete compliance with all applicable federal, state, and local laws, regulations, rules, and permits; and Defendant's compliance with this Consent Decree shall be no defense to any action commenced pursuant to any such laws, regulations, rules, or permits, except as set forth herein. The United States and the State do not, by their consent to the entry of this Consent Decree, warrant or aver in any manner that Defendant's compliance with any aspect of this Consent Decree will result in compliance with provisions of the Act, 42 U.S.C. § 7401, et seq., or with any other provisions of federal, state, or local laws, regulations, rules, or permits.

98. This Consent Decree does not limit or affect the rights of Defendant or of the United States or the State against any third parties, not party to this Consent Decree, nor does it limit the rights of third parties, not party to this Consent Decree, against Defendant, except as otherwise provided by law.

99. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

100. Defendant shall not challenge the lawfulness and/or reasonableness of any Consent Decree requirements and limitations that are incorporated into a federally enforceable permit issued under authority independent of the State's authority to issue Title V permits.

### XIII. COSTS

101. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States and the State shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of the civil penalty or any stipulated penalties due but not paid by Defendant.

### XIV. NOTICES

102. Unless otherwise specified in this Decree, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed as follows:

As to the United States by email: [eescdcopy.enrd@usdoj.gov](mailto:eescdcopy.enrd@usdoj.gov)  
Re: DJ # 90-5-2-1-10704

As to the United States by mail: EES Case Management Unit  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611  
Re: DJ # 90-5-2-1-10704

As to U.S. EPA: Air and Radiation Division  
U.S. Environmental Protection Agency  
Region 5  
77 W. Jackson Blvd. (AE-17J)  
Chicago, IL 60604  
Attn: Compliance Tracker

and

Office of Regional Counsel  
U.S. Environmental Protection Agency  
Region 5  
77 W. Jackson Blvd. (C-14J)  
Chicago, IL 60604

Defendant may, upon notification to U.S. EPA, submit each report, plan, or other deliverable to U.S. EPA electronically at [R5airenforcement@epa.gov](mailto:R5airenforcement@epa.gov). Any electronic submissions must also include an electronic carbon copy to [yuilleumier.kevin@epa.gov](mailto:yuilleumier.kevin@epa.gov).

As to the State: electronically through Ohio EPA's eBusiness  
Center: Air Services, Stars 2, at [ebiz.epa.ohio.gov](http://ebiz.epa.ohio.gov);

or if hard copies are required for submittal:

Terri Dzienis, Administrator  
Canton City Health Department - Air Pollution  
Control Division  
420 Market Avenue, North  
Canton, OH 44702

and

Jim Kavalec  
Ohio EPA – Division of Air Pollution Control  
Lazarus Government Center  
50 W. Town St., Suite 700  
P.O. Box 1049  
Columbus, OH 43216

As to Defendant:

United Rolls Inc.  
Attn.: Jack Shapaka  
1400 Grace Avenue, N.E.  
Canton, OH 44705  
(330) 994-0606  
[JShapaka@whemco.com](mailto:JShapaka@whemco.com)

and

Douglas A. McWilliams  
Squire Patton Boggs (US) LLP  
4900 Key Tower, 127 Public Square  
Cleveland, OH 44114  
(216) 479-8332  
[Douglas.Mcwilliams@squirepb.com](mailto:Douglas.Mcwilliams@squirepb.com)

103. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

104. Notices submitted pursuant to this Section shall be deemed submitted upon mailing, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

#### XV. EFFECTIVE DATE

105. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket.

#### XVI. RETENTION OF JURISDICTION

106. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections X (Dispute Resolution) and XVII (Modification), or effectuating or enforcing compliance with the terms of this Decree.

## XVII. MODIFICATION

107. The terms of this Consent Decree, including the attached appendix, may be modified only by a subsequent written agreement signed by all the Parties. Where the modification constitutes a material change to this Decree, it shall be effective only upon approval by the Court.

108. Any disputes concerning modification of this Decree shall be resolved pursuant to Section X (Dispute Resolution); provided, however, that, instead of the burden of proof provided by Paragraph 86, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

## XVIII. TERMINATION

109. After Defendant has completed the requirements of Section V (Compliance Requirements) of this Decree, has thereafter maintained satisfactory compliance with this Consent Decree for 18 months, and has paid the civil penalty and any accrued stipulated penalties as required by this Consent Decree, Defendant may serve upon the United States and the State a Request for Termination, stating that Defendant has satisfied those requirements, together with all necessary supporting documentation.

110. Following receipt by the United States and the State of Defendant's Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether Defendant has satisfactorily complied with the requirements for termination of this Consent Decree. If the United States, after consultation with the State, agrees that the Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Decree.

111. If the United States, after consultation with the State, does not agree that the Decree may be terminated, Defendant may invoke Dispute Resolution under Section X. However, Defendant shall not seek Dispute Resolution of any dispute regarding termination until 60 Days after service of its Request for Termination, which is the first date upon which a dispute over termination may arise in accordance with Section X (Dispute Resolution).

## XIX. PUBLIC PARTICIPATION

112. This Consent Decree shall be lodged with the Court for a period of not less than 30 Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. Defendant consents to entry of this Consent Decree without further notice and agrees not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless the United States has notified Defendant in writing that it no longer supports entry of the Decree.



XX. SIGNATORIES/SERVICE

113. Each undersigned representative of Defendant, the State, and the undersigned delegated official within the Environment and Natural Resources Division of the Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.

114. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. The United States, the State, and Defendant agree to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

XXI. APPENDIX

115. The following Appendix is attached to and part of this Consent Decree:

“Appendix 1” is the Operation Plan: Induction Furnace and Sand Shakeout Capture and Control Equipment (“O&M Plan”)

XXII. INTEGRATION

116. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. Other than deliverables that are subsequently submitted and approved pursuant to this Decree, the Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree.

XXIII. FINAL JUDGMENT

117. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States, the State, and Defendant. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

Dated and entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_


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UNITED STATES DISTRICT JUDGE


Signature Page for Consent Decree in *United States and the State of Ohio v. United Rolls Inc.* (N.D. Ohio)

FOR THE UNITED STATES OF AMERICA:

10/6/17  
Date

  
KAREN S. DWORKIN  
Deputy Chief  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice

10/6/17  
Date

  
RANDALL M. STONE  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. BOX 7611  
Washington, DC 20044-7611  
Telephone: (202) 514-1308  
Facsimile: (202) 616-6584  
[randall.stone@usdoj.gov](mailto:randall.stone@usdoj.gov)

JUSTIN E. HERDMAN  
United States Attorney

STEPHEN J. PAFFILAS (OH: 0037376)  
Assistant United States Attorney  
United States Court House  
801 West Superior Avenue, Suite 400  
Cleveland, OH 44113

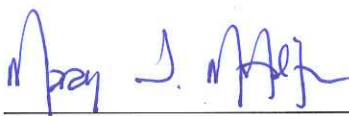
Signature Page for Consent Decree in *United States and the State of Ohio v. United Rolls Inc.* (N.D. Ohio)

FOR THE U.S. ENVIRONMENTAL PROTECTION  
AGENCY:



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T. LEVERETT NELSON  
Regional Counsel  
U.S. Environmental Protection Agency, Region 5



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MARY T. McAULIFFE  
Associate Regional Counsel  
U.S. Environmental Protection Agency, Region 5  
Office of Regional Counsel

Signature Page for Consent Decree in *United States and the State of Ohio v. United Rolls Inc.* (N.D. Ohio)

FOR THE STATE OF OHIO:

**MICHAEL DEWINE**  
**OHIO ATTORNEY GENERAL**



AARON S. FARMER (0080251)

ELIZABETH R. EWING (0089810)

Assistant Attorneys General

Environmental Enforcement Section

30 East Broad Street, 25<sup>th</sup> Floor

Columbus, Ohio 43215-3400

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[Aaron.Farmer@OhioAttorneyGeneral.gov](mailto:Aaron.Farmer@OhioAttorneyGeneral.gov)

[Elizabeth.Ewing@OhioAttorneyGeneral.gov](mailto:Elizabeth.Ewing@OhioAttorneyGeneral.gov)

*Attorneys for the State of Ohio*

Signature Page for Consent Decree in *United States and the State of Ohio v. United Rolls Inc.* (N.D. Ohio)

FOR UNITED ROLLS INC.

9-20-17  
Date

  
\_\_\_\_\_  
John Hribar, President  
United Rolls Inc.  
1400 Grace Avenue, NE,  
Canton, OH 44705  
Telephone: (330) 456-2761  
Facsimile: (330) 456-2085  
[jhribar@whemco.com](mailto:jhribar@whemco.com)

9-21-17  
Date

  
\_\_\_\_\_  
Douglas A. McWilliams (0063832 )  
Squire Patton Boggs (US) LLP  
127 Public Square  
4900 Key Tower  
Cleveland, OH 44114  
Telephone: (216) 479-8332  
Facsimile: (216) 479-8776  
[douglas.mcwilliams@squirepb.com](mailto:douglas.mcwilliams@squirepb.com)

*Attorney for Defendant United Rolls Inc.*

APPENDIX 1: Operation and Maintenance Plan

United Rolls Inc.

Operation and Maintenance Plan:  
Induction Furnace and Sand Shakeout  
Capture and Control Equipment

September 2017

United Rolls, Inc. owns and operates an iron and steel foundry located at 1400 Grace Avenue Northeast in Canton, Ohio. The facility includes five electric induction furnaces (P003, P034, P035, P041, and P042) to melt metal, a magnesium alloy treatment process (P036) to treat metal, and a sand shakeout machine (P027) to recycle and reuse the mold sand, which are all vented to a fabric filter emission control system. This Operation and Maintenance Plan (“O&M Plan” or “Plan”) sets forth the practices and procedures that are to be followed by United Rolls personnel to ensure the fabric filter emission control system operates as designed to capture and control emissions from the induction furnaces and inoculation process. The O&M Plan is intended to implement the consent decree entered between the United States of America, the State of Ohio, and United Rolls, Inc. Any inconsistencies in the O&M Plan are to be resolved in favor of the consent decree and applicable permit or rule requirements. The O&M Plan does not address the other process emission units operated by United Rolls, which include: two centrifugal casting machines (P028 and P901) to form the metal, a journal grinder (P043) and a CC Mold Blaster (P037) to make surface improvements on the cast metal.

## **1. TRAINING**

It is the job of the Pouring Supervisors to train all new furnace operators and any other employees responsible for the proper operation of the fume control system as soon as practicable after hire and within the first thirty (30) days of work on the operations of the induction furnace, the sand shakeout machine, and Mg alloy treatment fume control systems, including the pollution control (Baghouse) and capture (Hood) equipment, as set forth in Sections 2 through 6 below.

It is the responsibility of the Trained Smoke Reader to observe furnace, Mg alloy treatment, and sand shakeout operations and to be trained by operators regarding normal and abnormal operating conditions that may affect visible emissions. Trained Smoke Readers conducting the visible emission observations for Attachment 1 shall also be trained to identify normal and abnormal visible emissions based on photos and/or observational instruction.

Training will be refreshed once per year and when a trainee deviates from these standard operations procedures. All relevant training shall be documented in a training log or equivalent database, retained for a minimum of five years, and made available for inspection by regulating agencies upon request.

## **2. OPERATIONS**

### MELTING

Prior to energizing any induction furnace to be used each day, the Pouring Supervisor or Trained Smoke Reader will start the Baghouse. The Pouring Supervisors will initially program the Baghouse PLC to allow only fume collection from above active furnaces. The baghouse will remain operating while any induction furnace is operating, including tapping or magnesium alloy treatment.



### TAPPING

The Pouring Supervisor is responsible for ensuring that no more than one furnace is tapped at one time.

The Pouring Supervisor must control emissions during tapping/Mg alloy treatment operations via programming the Baghouse PLC to open the slide gate to the hood above the tapping ladle. The Pouring Supervisor will verify through the PLC that the slide gate is fully open and the capture hood is fully extended prior to tapping/Mg alloy treatment. Following tapping/Mg alloy treatment the Pouring Supervisor will reprogram the Baghouse PLC to the prior settings, before tapping.

### Mg ALLOY TREATMENT

The Pouring Supervisor is responsible for ensuring that when Mg alloy treatment is occurring in one furnace all other furnaces shall be idled. Being idled means that a furnace is not being actively tapped so that the capture system can use its dampers to focus capture at the furnace hood where Mg alloy treatment is occurring. The Pouring Supervisor must ensure that all Mg alloy treatments proceed according to United Rolls Standard Operating Procedure (SOP) UR090290 (see attached SOP) or a comparable procedure for minimizing visible emissions.

### SAND SHAKEOUT

The Sand Supervisor is responsible for ensuring that when the Sand Shakeout Machine is operating, visible emissions generated are minimized or eliminated by venting them to a properly operating baghouse capture and control system.

Deviations from these operations procedures shall be documented in the O&M log or equivalent database along with a record of corrective actions taken to remedy the deviation, retained for a minimum of five years, and made available for inspection by regulating agencies upon request.

## **3. INSPECTIONS & MAINTENANCE**

### **DAILY**

The Trained Smoke Reader will perform the Daily Induction Furnace/Sand Shakeout Capture and Control Inspection – Trained Smoke Reader contained in Attachment 2. This includes confirmation that the baghouse is turned on and the fans are operating, the pressure drop is within the proper range, and the CFM air flow is within the expected range.

The Trained Smoke Reader will also perform a Daily Visible Emission Observation for stack and/or fugitive emissions using the procedures and at the frequency established by consent decree or permit. The Visible Emissions Observation shall start when tapping begins and continue through magnesium alloy addition where applicable. The Trained Smoke Reader will

complete the Daily Visible Emission Observations Form in Attachment 1 and, as required, a Method 9 Form for recording visible emissions observations.

The Pouring Supervisor will perform the Daily Induction Furnace/Sand Shakeout Capture and Control Inspection – Pouring Supervisor contained in Attachment 3 prior to initiating the first furnace tap of each day. This includes checking each operating hood for integrity, open slide gates, and hood extension.

#### MONTHLY

A Monthly Induction Furnace/Sand Shakeout Capture and Control Inspection will be performed by the Maintenance Department or an outside company. The Monthly Induction Furnace/Sand Shakeout Capture and Control Inspection requirements are identified in Attachment 4. These include a visual inspection of hoods and ductwork from hoods to baghouse, external visual inspection of the baghouse housing, checking damper valves and hood hinges, lubricating damper and hood parts as warranted, checking fan static pressure and amperage and lubricating bearings as warranted.

#### SEMI-ANNUAL

A Semi-Annual Induction Furnace/Sand Shakeout Capture and Control Inspection will be performed by the Maintenance Department or an outside company. The Semi-Annual Inspection requirements are identified in Attachment 5. They include an internal inspection of the hoods and related duct work to identify any dust buildup, confirmation that damper controls are moving as intended and alarms are operating as intended. The Semi-Annual Inspection also includes the calibration and maintenance of monitoring systems including the differential pressure monitor.

Inspection and maintenance records shall be documented in the O&M log or equivalent database along with a record of corrective actions taken in response to observations during inspections, retained for a minimum of five years, and made available for inspection by regulating agencies upon request. Visible emissions observed, leaking ducts, failed seals, and other problems identified during the daily, monthly, and semi-annual inspections, and related corrective actions and improvements, to the extent required by the consent decree or permits, will be included in the semi-annual report.

### **4. CORRECTIVE ACTIONS**

#### DAILY

If the Pouring Supervisor observes any of the following conditions during the Daily Induction Furnace/Sand Shakeout Capture and Control Inspection, or such conditions are reported to the Pouring Supervisor during operations, he/she shall promptly initiate an investigation and implement corrective action as soon as practicable to address the condition observed:

- Slide gates fail to fully open;

- Air cannot be heard going across the hood louvers when the slide gate is fully open;
- Hoods do not fully extend when deployed;
- There is damage (i.e., holes, etc.) or other operational issues to the capture or control equipment;
- Abnormal amount of visible particulate is escaping the hoods.

If the Trained Smoke Reader observes any of the following conditions during the Daily Induction Furnace/Sand Shakeout Capture and Control Inspection, or such conditions are reported to the Trained Smoke Reader during operations, he/she shall initiate corrective action as soon as practicable to address the condition observed:

- Fugitive Visible Emissions escaping the building in excess of the 3-minute average opacity limit
- Visible Emissions escaping the baghouse stack in excess of the 3-minute average opacity limit;
- Any pressure drop or BLDS alarm indicating the baghouse is operating outside of established parameters.

#### MONTHLY

If the Maintenance Department or outside company observes any of the following conditions during the Monthly Induction Furnace/Sand Shakeout Capture and Control Inspection, or if these conditions are reported to the Maintenance Department by an employee, the Maintenance Department shall initiate corrective action as soon as practicable to address the condition observed:

- Ducts contain leaks/holes;
- Baghouse housing sidewall construction, sidewall seams, or compartment doors and seals are in poor condition;
- There are visible indications of corrosion, moisture, or water tracks on the Housing;
- Filters are due for replacement;
- Hardware needs replacing;
- Baghouse cleaning, sequence, or cycle times need adjustment;
- Pulse jets are not working properly;
- Isolation, bypass, or cleaning valves are not working properly;
- Slide gates are not working properly;
- Static pressure or fan amperage are not in a normal range;
- Barrels are full, bridging, or plugging;

#### SEMI-ANNUAL

If the Maintenance Department or outside company observes any of the following conditions during the Semi-Annual Induction Furnace/Sand Shakeout Capture and Control Inspection, or if these conditions are reported to the Maintenance Department by an employee, the Maintenance Department shall take corrective action as soon as practicable to address the condition observed:

- There is a buildup of dust within the hood ducts;
- There are leaks/damage to the hood ducts;
- The correct dampers are not being triggered for each operating scenario;
- Dampers are not opening and closing completely.

Corrective actions in response to any Daily, Monthly, or Semi-Annual Induction Furnace/Sand Shakeout Capture and Control Inspection include, but are not limited to, the following:

- Inspect and monitor to determine if the root cause is temporary and self-corrects without further corrective action;
- Adjusting operating conditions to minimize emissions
- Investigation into the root cause of any structural, operational, or maintenance issue identified;
- Adjust the PLC or other operational controls;
- Contact the Maintenance Manager for cleaning or repairs as needed. These may include, but are not limited to, patching holes in ductwork, cleaning out dust buildup, repairing hoods, fixing hinges or damper valves, cleaning out plugged lines for differential pressure gauges, replacing cartridge filters, or implementing a manual cleaning cycle for the baghouse.

Any corrective actions taken in response to the Daily, Monthly or Semi-annual inspections will be documented and kept with the appropriate Induction Furnace/Sand Shakeout Capture and Control Inspection Report, retained for a minimum of five years, and made available for inspection by an authorized agency upon request. Corrective actions will be reported in accordance with existing permit and consent decree requirements.

## **5. BAG LEAK DETECTION SYSTEM (BLDS)**

The BLDS shall be certified, installed, operated and maintained in accordance with the BLDS provisions of the NESHAP for Iron and Steel Foundries Area Sources at 40 CFR Part 63,

Subpart ZZZZZ, set forth in 40 CFR 63.10897(d), as required by the Consent Decree, which include:

- System certification by the manufacturer to meet minimum PM detection criteria
- Continuously record output of relative particulate matter loadings
- A visible and audible alarm that lights and sounds to alert operators when particulate loadings exceed set point
- Initial adjustments of the alarm set point in accordance with the approved BLDS monitoring plan.
- Once per quarter, adjustment of the sensitivity of the BLDS, if needed, to account for seasonal effects including temperature and humidity in accordance with manufacturer recommendations and the approved BLDS monitoring plan
- Operate in accordance with manufacturer's quality assurance procedures
- Maintain in accordance with manufacturer's recommendations
- Maintain a spare parts inventory list
- Manage recorded data so that it is retained and made available to regulating agencies upon request.
- Initiate corrective actions to determine the cause of a BLDS alarm within one hour
- Initiate corrective action to correct the cause of the alarm within 24 hours of the alarm
- Complete all necessary corrective actions as soon as practicable, but no later than 10 calendar days from the date of the alarm
- Record the date and time of each valid alarm, the time corrective action was initiated, the corrective action performed, and the date on which corrective action was completed
  - Corrective actions may include, but are not limited to, inspections, filter replacement, cleaning, or repairs.

## 6. SPARE PARTS INVENTORY

The following spare parts will be available on site and replaced as they are used:

### Baghouse

(96) Baghouse filter cartridges (enough for a complete change of one half of the baghouse)

(1) Fan motor

(1 set) Fan bearings

(4 sets) Brace nuts for slide gates

(6) couplings

(6) Pillow blocks

(72) Diaphragm Kits *note: 48 pulse jets each side of baghouse use these diaphragms.*

(1 set) Power fuses for fan

(1 set) Power fuses for slide gate

(4) control circuit fuses

(1) pressure differential gauge

(1) sensor for damper settings

(1) replacement light for visual alarm

### BLDS

- (1 set) Power fuses
- (4) Circuit fuses
- (1) Power plug
- (1) Front end card
- (1) BNC Field Kit
- (1) Cable

# ATTACHMENT 1

## UNITED ROLLS INC. DAILY VISIBLE EMISSION OBSERVATION FORM

Date: \_\_\_/\_\_\_/\_\_\_

Fugitive Emissions  
[Also Attach a Method 9 Visible Emissions Form, If Required]

**Units Operating During Observation**

<input type="checkbox"/> Furnace #1	<input type="checkbox"/> Furnace #2	<input type="checkbox"/> Furnace #3	<input type="checkbox"/> Furnace #4	<input type="checkbox"/> Furnace #5
<input type="checkbox"/> Pouring/Casting	<input type="checkbox"/> Mg Treatment	<input type="checkbox"/> Casting/Cooling	<input type="checkbox"/> Shakeout	
<input type="checkbox"/> Centrifugal #965	<input type="checkbox"/> Centrifugal #942			

**Observation Start Time:**

**Observation End Time:**

Roof Monitors Emission Visible <input type="checkbox"/> Not Visible <input type="checkbox"/>	Window Emissions: Visible <input type="checkbox"/> Not Visible <input type="checkbox"/>	Emissions From Doors or Other: Visible <input type="checkbox"/> Not Visible <input type="checkbox"/>
---	--	---

List color and location of any visible emissions recorded:

Were the visible emissions representative of normal operations (within allowed emission limits):

If not representative of normal operations, list potential cause of emissions:

Total duration of the visible emissions:

Corrective actions taken to eliminate visible emissions, if required:

Observer's name:




The following units operated but visible emissions monitoring was unable to be performed for the following reason:

\_\_\_\_\_.

<input type="checkbox"/> Furnace #1	<input type="checkbox"/> Furnace #2	<input type="checkbox"/> Furnace #3	<input type="checkbox"/> Furnace #4	<input type="checkbox"/> Furnace #5
<input type="checkbox"/> Pouring/Casting	<input type="checkbox"/> Mg Treatment	<input type="checkbox"/> Casting/Cooling	<input type="checkbox"/> Shakeout	
<input type="checkbox"/> Centrifugal #965	<input type="checkbox"/> Centrifugal #942			

The following units did not operate and therefore emissions monitoring was not performed.

<input type="checkbox"/> Furnace #1	<input type="checkbox"/> Furnace #2	<input type="checkbox"/> Furnace #3	<input type="checkbox"/> Furnace #4	<input type="checkbox"/> Furnace #5
<input type="checkbox"/> Pouring/Casting	<input type="checkbox"/> Mg Treatment	<input type="checkbox"/> Casting/Cooling	<input type="checkbox"/> Shakeout	
<input type="checkbox"/> Centrifugal #965	<input type="checkbox"/> Centrifugal #942			

**Torit Downflo Dust Collector – Stack Emissions Monitoring**

**Units Operating During Observation**

<input type="checkbox"/> Furnace #1	<input type="checkbox"/> Furnace #2	<input type="checkbox"/> Furnace #3	<input type="checkbox"/> Furnace #4	<input type="checkbox"/> Furnace #5
<input type="checkbox"/> Pouring/Casting	<input type="checkbox"/> Mg Treatment	<input type="checkbox"/> Casting/Cooling	<input type="checkbox"/> Shakeout	
<input type="checkbox"/> Centrifugal #965	<input type="checkbox"/> Centrifugal #942			

**Observation Start Time:**

**Observation End Time:**

Stack Emission Visible <input type="checkbox"/> Not Visible <input type="checkbox"/> N/A <input type="checkbox"/>
List color of any visible emissions recorded:
Were the visible emissions representative of normal operations (within allowed emission limits):
If not representative of normal operations, list potential cause of emissions:
Total duration of the visible emissions:
Corrective actions taken to eliminate visible emissions, if required:
Observer's name:

**Torit Downflo Dust Collector daily pressure differential exceedance reporting**

Time:	Time:	Time:
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**Instructions**

**Fugitive emissions** observations shall be conducted at least once per day from tapping through Mg alloy treatment, where applicable at the location where the highest opacity at the time of the observations is exiting the building from the following locations: Foundry roof monitors, Foundry windows or side vents and at a door or other lower opening. If fugitive emissions observations cannot be conducted on a day when emission units are operating, the reason shall be documented.



**Stack emissions** from the Torit Downflo Dust Collector shall be monitored and reported on each day the collector is operating, providing weather conditions allow. If stack emissions observations cannot be conducted on a day when the baghouse is operating, the reason shall be documented.

**Pressure drop** for the Torit Downflo Dust Collector must be recorded at least once daily when the Torit Downflo Dust Collector is operating. An alarm shall indicate the pressure drop is outside the range specified.

## ATTACHMENT 2

### UNITED ROLLS INC. DAILY INDUCTION FURNACE/SAND SHAKEOUT CAPTURE AND CONTROL INSPECTION REPORT TRAINED SMOKE READER

<b>Baghouse</b>		
Do cleaning cycles require adjustment due to elevated pressure drop at or above 4 inches of water to stay within the 1-6 inch range for proper operation?	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>
Is the baghouse turned on and the fans operating?	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>
Is the CFM reading on the PLC within expected range in the permit?	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>
Has the alarm for pressure drop been triggered the day of the inspection?	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>
Record the time and pressure drop/CFM readings observed during the inspection:	<b>Time:</b>	<b>Dp:</b> <b>CFM:</b>
Has the air stream temperature alarm been triggered the day of the inspection?	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>
List any corrective actions taken, including further monitoring or investigation:  NA <input type="checkbox"/>		
<b>Bag Leak Detection System (BLDS)</b>		
Have there been any BLDS alarms?	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>
List any corrective actions taken, including further monitoring or investigation:  NA <input type="checkbox"/>		

**Inspector's Name:** \_\_\_\_\_

**Inspector's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Note: Information on repairs made as required by this inspection must be documented and retained with this inspection report.*

# ATTACHMENT 3

## UNITED ROLLS INC. DAILY INDUCTION FURNACE/SAND SHAKEOUT CAPTURE AND CONTROL INSPECTION REPORT POURING SUPERVISOR

<b>Hood Inspection: Sand Shakeout / Furnace #___ (complete a separate form for each operating hood)</b>		
Does PLC show slide gates fully open?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Can air be heard going across the hood louvers when the slide gate is fully open?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Did the hoods fully extend when deployed?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Were any abnormal emissions (as compared to emissions observed during performance testing) seen escaping the hoods?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Are the hoods in satisfactory condition (i.e., no significant damage to side curtains, broken flanges, or holes in the sheet metal?)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
List any corrective actions taken, including further monitoring or investigation:		
NA <input type="checkbox"/>		

**Inspector's Name:** \_\_\_\_\_

**Inspector's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Note: Information on repairs made as required by this inspection must be documented and retained with this inspection report.*

# ATTACHMENT 4

## UNITED ROLLS INC. MONTHLY INDUCTION FURNACE/SAND SHAKEOUT CAPTURE AND CONTROL INSPECTION REPORT

<b>Hoods (for all furnace hoods)</b>			
Were ducts checked, lubricated, and free of leaks/holes?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
If no, specify which hood and location of leaks/holes:			
List any corrective actions taken, including further monitoring or investigation: NA <input type="checkbox"/>			
<b>Baghouse Housing (for East Torits)</b>			
Sidewall construction:	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>
Sidewall seams:	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>
Visible indications of:	Corrosion <input type="checkbox"/>	Moisture <input type="checkbox"/>	Water tracks <input type="checkbox"/>
Condition of compartment doors and seals:	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>
List any corrective actions taken, including further monitoring or investigation: NA <input type="checkbox"/>			
<b>Baghouse Housing (for West Torits)</b>			
Sidewall construction:	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>
Sidewall seams:	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>
Visible indications of:	Corrosion <input type="checkbox"/>	Moisture <input type="checkbox"/>	Water tracks <input type="checkbox"/>
Condition of compartment doors and seals:	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>
List any corrective actions taken, including further monitoring or investigation: NA <input type="checkbox"/>			
<b>Cartridge Filters &amp; Hardware (for East Torits)</b>			
Number of filters replaced			
Are 96 replacement filters on hand?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Does hardware need replaced?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
List any corrective actions taken, including additional filters ordered and hardware replaced: NA <input type="checkbox"/>			
<b>Cartridge Filters &amp; Hardware (for West Torits)</b>			
Number of filters replaced			
Are 96 replacement filters on hand?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Does hardware need replaced?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

List any corrective actions taken, including additional filters ordered and hardware replaced: NA <input type="checkbox"/>		
<b>Filter Cleaning Controls (East and West Torits)</b>		
Are proper cleaning, sequence and cycle times being used based on a review of pressure drop records and filter replacement records? Note that the cleaning cycle time is set based on time elapsed (every 20 minutes)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Are pulse jets working properly based on visual observations of cleaning cycle? There are 96 pulse jets, one for each filter.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
List any corrective actions taken, including further monitoring or investigation: NA <input type="checkbox"/>		
<b>Damper Valves</b>		
Are all isolation, bypass and cleaning valves/slide gates Checked, lubricated, and working properly as indicated by the PLC?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
List any corrective actions taken, including further monitoring or investigation: NA <input type="checkbox"/>		
<b>Fan (East and West Torits)</b>		
Is static pressure and amperage of the fan within normal range?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Are fan bearings, fan blades, casings and duct seals properly maintained (including but not limited to lubrication of bearings)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
List any corrective actions taken, including further monitoring or investigation: NA <input type="checkbox"/>		
<b>Barrels for Dust Collected &amp; Load Out Area</b>		
Are barrels full, bridging or plugging?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
List any corrective actions taken, including further monitoring or investigation: NA <input type="checkbox"/>		

Inspector's Name: \_\_\_\_\_

Inspector's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Company: \_\_\_\_\_

*Note: Information on repairs made as required by this inspection must be documented and retained with this inspection report.*

# ATTACHMENT 5

## UNITED ROLLS INC. SEMI-ANNUAL INDUCTION FURNACE/SAND SHAKEOUT CAPTURE AND CONTROL INSPECTION REPORT

<b>Hoods (for all furnace/sand shakeout hoods)</b>		
Is there buildup of dust within the ducts?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, specify which hood and location of buildup:		
Are there any leaks or damage to the ducts?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, specify which hood and location of leak/damage:		
List any corrective actions taken, including further monitoring or investigation:  NA <input type="checkbox"/>		
<b>Dampers (for all hood and duct dampers)</b>		
Are the correct dampers being triggers for each operating scenario?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Are the dampers opening and closing completely?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
List any corrective actions taken, including further monitoring or investigation:  NA <input type="checkbox"/>		
<b>Pressure Differential Monitors</b>		
Inspect and calibrate dP monitors	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Are the gauges accurately reading and recording dP?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
List any corrective actions taken, including part replacements:  NA <input type="checkbox"/>		
<b>Alarms</b>		
Do the alarms properly operate when pressure differential is outside of the established range or duct temperature is too hot? Include check of pressure drop gauge lines to ensure no plugging or holes.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is the BLDS alarm set based on readings established in accordance with the approved BLDS monitoring plan?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Was the BLDS sensitivity adjusted during this period?	Old	New
List any corrective actions taken to address proper alarm function:  NA <input type="checkbox"/>		

**Inspector's Name:** \_\_\_\_\_

**Inspector's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Company:** \_\_\_\_\_

*Note: Information on repairs made as required by this inspection must be documented and retained with this inspection report.*


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**STANDARD  
OPERATING  
PRACTICE**

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SOP: UR090290.01

SUBJECT: BARREL IN A BARREL METHOD FOR THE ADDITION OF MAGNESIUM ALLOYS TO THE LADLE.

APPROVAL:  TECHNICAL DIRECTOR

REFERENCES: Formerly TC - 16

SCOPE: This is the procedure that describes the barrel in a barrel method for the addition of magnesium alloy to the ladle.

OBJECTIVE: The objective of this procedure is to properly treat nodular fill iron.

RESPONSIBILITY: It is the responsibility of the furnace man to follow this procedure. It is the responsibility of the foundry supervisor to oversee and direct the implementation of this procedure.

PROCEDURE:

- 1.1 This procedure will cover the magnesium alloy(s) addition and includes all types of nodular materials. Fill irons and alloy nodular irons are included.
- 1.2 Each nodular tap will have two barrels involved in the magnesium alloy addition.
- 1.3 All of the specified magnesium alloy(s) is to be placed within the first steel barrel. This barrel will then be placed within a second slightly larger steel barrel.
- 1.4 Steel punchings are to be placed between the two barrels on the sides up to about 1/2 way and on top of the magnesium alloy. Punchings on top should be about 1 inch deep. No punching on the bottom between the barrels. Steel punchings are to be low alloy carbon steel free of rust, oil, grease, paint, etc. The amount or weight of the steel punchings will vary depending on the size of the drums.
- 1.5 Ladle flux can be added to the top of the barrels after the punchings are added.
- 1.6 After the ladle is preheated, place both barrels into the ladle against the side opposite where the tapped iron will enter the ladle. **Attach cables on cans to side of ladle. This prevents the cans from falling over during tap.** This will allow the ladle to be partially filled before the liquid iron melts through the barrels and starts reacting with the magnesium alloy. **Do Not** place the barrels directly underneath the tapped stream of iron. This type of placement will start the magnesium reaction almost immediately, and the magnesium recovery will be drastically reduced.



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**STANDARD  
OPERATING  
PRACTICE**

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1.7 Start the silicon post inoculation addition after approximately 1/2 of the specified tap weight is poured.

1,8 REVISION STATUS:

01 – Added attach cables on cans to side of ladle to 1.6