



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

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**STATE AIR POLLUTION CONTROL BOARD
ENFORCEMENT ACTION - ORDER BY CONSENT
ISSUED TO
GOODYEAR TIRE AND RUBBER COMPANY
FOR THE
DANVILLE, VA FACILITY
Registration No. 30106**

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code §§ 10.1-1309 and -1316, between the State Air Pollution Control Board and Goodyear Tire and Rubber Company, regarding its facility in Danville, Virginia, for the purpose of resolving certain violations of the Virginia Air Pollution Control Law, applicable regulations and its permit.

SECTION B: Definitions

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "Board" means the State Air Pollution Control Board, a permanent citizens' board of the Commonwealth of Virginia, as described in Va. Code §§ 10.1-1184 and -1301.
2. "BRRO" means the Blue Ridge Regional Office of DEQ, located in Roanoke, Virginia.
3. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia, as described in Va. Code § 10.1-1183.
4. "Director" means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.

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5. "Facility" means the Goodyear Tire and Rubber Company operated facility, located at 1901 Goodyear Boulevard, Danville, Virginia. The Facility manufactures rubber tires.
6. "Goodyear" means Goodyear Tire and Rubber Company, a corporation authorized to do business in Virginia and its affiliates, partners, and subsidiaries. Goodyear is a "person" within the meaning of Va. Code § 10.1-1300.
7. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 10.1-1309.
8. "Order" means this document, also known as a "Consent Order" or "Order by Consent," a type of Special Order under the Virginia Air Pollution Control Law.
9. "Permit" means a Title V permit issued to Goodyear on December 21, 2015 which authorizes Goodyear to construct and operate a stationary source of air pollution. The Permit was issued under the Virginia Air Pollution Control Law and the Regulations.
10. "Regulations" or "Regulations for the Control and Abatement of Air Pollution" mean 9 VAC 5 chapters 10 through 80.
11. "Report" means the Title V Semi-Annual Monitoring Report for the period of January 1, 2016 through June 30, 2016. The Permit requires periodic monitoring and reports from that monitoring be submitted to the Department semiannually.
12. "Va. Code" means the Code of Virginia (1950), as amended.
13. "VAC" means the Virginia Administrative Code.
14. "Virginia Air Pollution Control Law" means Chapter 13 (§ 10.1-1300 *et seq.*) of Title 10.1 of the Va. Code.

SECTION C: Findings of Fact and Conclusions of Law

1. Goodyear operates the Facility in Danville, Virginia. The Facility is the subject of the Permit which allows air emissions related to the manufacture of rubber tires.
2. The Permit requires periodic monitoring and reports from that monitoring to be submitted to the Department semiannually. The Report was submitted to the Department on August 15, 2016, as required.
3. During the review of the Report, DEQ staff noted that Goodyear failed to monitor the differential pressure readings for the Banbury dust collectors and scrubbers for a total of 25 days during the reporting period of January 1, 2016 through June 30, 2016.

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4. During a telephone conversation on August 29, 2016, Goodyear staff stated that staff failed to document the required readings for several additional days during the month of July 2016. Goodyear sent an email on September 8, 2016, confirming that six days had been missed in July 2016.
5. Goodyear failed to monitor and document the required pressure readings for 31 days during the period of March 5, 2016 to July 29, 2016.
6. Condition 22 of the Permit requires that each Banbury unit shall be controlled by a fabric filter and each fabric filter shall be provided with adequate access for inspection and equipped with a device to continuously measure the differential pressure drop across the fabric filter. When a mixer is operating, the measured differential pressure shall be observed and recorded in a log not less than once each day.
7. Condition 54 of the Permit requires that particulate emissions from the takeaway conveyors serving Banbury mixers 7, 8, and 9 shall be controlled by a scrubber and each scrubber shall be provided with adequate access for inspection and equipped with a device to continuously measure the differential pressure through the scrubber. When a mixer is operating, the measured differential pressure shall be observed and recorded in a log not less than once each day.
8. On September 15, 2016, based on the review of the Report, the August 29, 2016 phone conversation with Goodyear staff and the September 8, 2016 email, the Department issued Notice of Violation (“NOV”) No. ABRRO000503 to Goodyear for the violations described in paragraph C(3) through C(5), above.
9. Based on the review of the Report, the August 29, 2016 phone conversation with Goodyear staff and the September 8, 2016 email, the Board concludes that Goodyear has violated Condition 22 and Condition 54, as described in paragraph C(3) through C(5), above.
10. Goodyear has documented that the violations described in paragraph C(3) through C(5), above, have been corrected and institutional controls will reduce the likelihood of reoccurrence.

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code §§ 10.1-1309 and -1316, the Board orders Goodyear, and Goodyear agrees to pay a civil charge of **\$7,630** within 30 days of the effective date of the Order in settlement of the violations cited in this Order.

Payment shall be made by check, certified check, money order or cashier’s check payable to the “Treasurer of Virginia,” and delivered to:

Receipts Control
Department of Environmental Quality
Post Office Box 1104
Richmond, Virginia 23218

Goodyear shall include its Federal Employer Identification Number (FEIN) 34-6253240 with the civil charge payment and shall indicate that the payment is being made in accordance with the requirements of this Order for deposit into the Virginia Environmental Emergency Response Fund (VEERF). If the Department has to refer collection of moneys due under this Order to the Department of Law, Goodyear shall be liable for attorneys' fees of 30% of the amount outstanding.

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend this Order with the consent of Goodyear for good cause shown by Goodyear, or on its own motion pursuant to the Administrative Process Act, Va. Code § 2.2-4000 *et seq.*, after notice and opportunity to be heard.
2. This Order addresses and resolves only those violations specifically identified in Section C of this Order. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility; or (3) taking subsequent action to enforce the Order.
3. For purposes of this Order and subsequent actions with respect to this Order only, Goodyear admits to the jurisdictional allegations, and agrees not to contest, but neither admits nor denies, the findings of fact and conclusions of law in this Order.
4. Goodyear consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
5. Goodyear declares it has received fair and due process under the Administrative Process Act and the Virginia Air Pollution Control Law and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to modify, rewrite, amend, or enforce this Order.
6. Failure by Goodyear to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the

Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.

7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Goodyear shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other unforeseeable circumstances beyond its control and not due to a lack of good faith or diligence on its part. Goodyear shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Goodyear shall notify the DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:
 - a. the reasons for the delay or noncompliance;
 - b. the projected duration of any such delay or noncompliance;
 - c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
 - d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition above, which the parties intend to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto and any successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and Goodyear.
11. This Order shall continue in effect until:
 - a. The Director or his designee terminates the Order after Goodyear has completed all of the requirements of the Order;
 - b. Goodyear petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or

- c. the Director or Board terminates the Order in his or its sole discretion upon 30 days' written notice to Goodyear.

Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Goodyear from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. Any plans, reports, schedules or specifications attached hereto or submitted by Goodyear and approved by the Department pursuant to this Order are incorporated into this Order. Any non-compliance with such approved documents shall be considered a violation of this Order.
13. The undersigned representative of Goodyear certifies that he or she is a responsible official authorized to enter into the terms and conditions of this Order and to execute and legally bind Goodyear to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Goodyear.
14. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.
15. By its signature below, Goodyear voluntarily agrees to the issuance of this Order.

And it is so ORDERED this 31st day of May, 2017.



Robert J. Weld, Regional Director
Department of Environmental Quality

Goodyear Tire and Rubber Company voluntarily agrees to the issuance of this Order.

Date: May 30, 2017 By: [Signature]

Tim Frosell, Vice President, Global Mfg. and EHS&S
Goodyear Tire and Rubber Company

Commonwealth of ~~Virginia~~ ^{Ohio}
City/County of Summit

The foregoing document was signed and acknowledged before me this 30th day of May, 2017, by Tim Frosell who is Vice President, Global Mfg. + EHS&S of Goodyear Tire and Rubber Company, on behalf of the corporation.

[Signature]
STEVEN C. PROENKOPHER, Attorney at Law
Notary Public, State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.
Registration No. _____

My commission expires: _____

Notary seal: