



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY
VALLEY REGIONAL OFFICE

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Secretary of Natural Resources

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STATE AIR POLLUTION CONTROL BOARD ENFORCEMENT ACTION - ORDER BY CONSENT ISSUED TO HENKEL-HARRIS, LLC Registration No. 80004

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 Henkel-Harris, LLC for the purpose of resolving certain violations of the Virginia Air Pollution Control Law, the Permit, and applicable regulations.

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. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia, as described in Va. Code § 10.1-1183.
3. "Director" means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.
4. "Facility" means the Henkel-Harris, LLC facility located at 2983 South Pleasant Valley Road, Winchester in Frederick County, Virginia.

5. “Henkel-Harris” means Henkel-Harris, LLC, a limited liability company authorized to do business in Virginia, and its affiliates, partners, and subsidiaries. Henkel-Harris, LLC is a “person” within the meaning of Va. Code § 10.1-1300.
6. “Notice of Violation” or “NOV” means a type of Notice of Alleged Violation under Va. Code § 10.1-1309.
7. “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.
8. “Permit” means a State Operating Permit which was amended and issued under the Virginia Air Pollution Control Law and the Regulations to Henkel-Harris on June 5, 2001, as amended January 7, 2009 and July 14, 2011.
9. “Regulations” or “Regulations for the Control and Abatement of Air Pollution” means 9 VAC 5 chapters 10 through 80.
10. “Va. Code” means the Code of Virginia (1950), as amended.
11. “VAC” means the Virginia Administrative Code.
12. “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. Henkel-Harris, LLC (Henkel-Harris) owns and operates a furniture manufacturing facility (Facility) located at 2983 South Pleasant Valley Road in Frederick County (Winchester), Virginia. The Facility is subject to a DEQ State Operating Permit (Permit) approved on June 5, 2001, as amended January 7, 2009 and July 14, 2011.
2. On May 23, 2016, DEQ staff conducted a Full Compliance Evaluation (FCE) of the Facility and observed the following:

- a. The differential pressure gauge on baghouse AD was not connected.

Condition 12 of the Permit states: “The fabric filters shall be equipped with devices to continuously measure the differential pressure drop across the fabric filters. Each monitoring device shall be installed, maintained, calibrated, and operated in accordance with approved procedures which shall include, as a minimum, the manufacturer’s written requirements or recommendations. Each monitoring device shall be provided with adequate access for inspection and shall be in operation when the fabric filters are operating.”

- b. No training or maintenance records for the baghouse were available.

Condition 23 of the Permit states: “The permittee shall maintain records of emission data and operating parameters as necessary to demonstrate compliance with this permit...These records shall include, but are not limited to: ...g. Scheduled and unscheduled maintenance and operator training.”

Condition 27 of the Permit states: “At all times, including periods of start-up, shutdown, and malfunction, the permittee shall, to the extent practicable, maintain and operate the affected source, including associated air pollution control equipment, in a manner consistent with good air pollution control practices for minimizing emissions.

The permittee shall take the following measures in order to minimize the duration and frequency of excess emissions, with respect to air pollution control equipment and process equipment which affect such emissions:

- (a) Develop a maintenance schedule and maintain records of all scheduled and non-scheduled maintenance.
- (b) Maintain an inventory of spare parts.
- (c) Have available written operating procedures for equipment. These procedures shall be based on the manufacturer’s recommendations, at a minimum.
- (d) Train operators in the proper operation of all such equipment and familiarize the operators with the written operating procedures, prior to their first operation of such equipment. The permittee shall maintain records of the training provided including the names of trainees, the dates of training and the nature of the training.

Records of maintenance and training shall be maintained on site for a period of five years and shall be made available to DEQ personnel upon request.

- c. Piles of dust were observed around the baghouse on the building roof indicating an equipment malfunction and DEQ has no record of receiving a report that a malfunction occurred.

Condition 25 of the Permit states: “The permittee shall furnish notification to the DEQ of malfunctions of the affected facility or related air pollution control equipment that may cause excess emissions for more than one hour, by facsimile transmission, telephone, or telegraph. Such notification shall be made as soon as practicable but no later than four daytime business hours after the malfunction is discovered. The permittee shall provide written statement giving all pertinent facts, including the estimated duration of the breakdown, within two weeks of discovery of the malfunction. When the condition causing the failure or malfunction has been corrected and the equipment is again in operation, the permittee shall notify the DEQ in writing.”

3. On June 10, 2016, DEQ issued NOV No. AVRO000436-001 to Henkel-Harris for the violations described in paragraph 2 above.
4. On June 27, 2016, the Facility submitted a written response to the NOV. The Facility provided a photograph of the Differential Pressure Gauge on Baghouse AD under pressure and reported that the gauge was reconnected within one week of the inspection

and that all gauges are now being checked weekly for correct operation. The Facility provided copies of instructional checklists for operation of machines with dust collection, for operation of Baghouse Dust Filters, for start-up and shut-down of the Reverse Air Filter II, and for operation of Spray Booths. The Facility advised that the piles of dust on the roof were the result of Baghouse DD bag failures, and confirmed that DEQ was not notified of the malfunction. The Facility provided a photograph of the building roof showing that piles of dust had been removed and advised that DEQ will be notified by Plant Management of any such failures in the future.

5. On December 15, 2016, DEQ staff performed a Partial Compliance Evaluation (PCE), of the documentation received on June 27, 2016 and noted that the Facility was in compliance with all of the conditions cited in NOV No. AVRO000436-001.
6. Based on the documentation submitted on June 27, 2016, the Board concludes that Henkel-Harris violated Permit Conditions 12, 23, 25, and 27 as described in paragraph C(2) above.

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code §§ 10.1-1309 and -1316, the Board orders Henkel-Harris, and Henkel-Harris agrees to:

Pay a civil charge of **\$3,464.37** 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

Henkel-Harris shall include its Federal Employer Identification Number (FEIN) 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, Henkel-Harris 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 Henkel-Harris for good cause shown by Henkel-Harris, 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, Henkel-Harris admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.
4. Henkel-Harris 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. Henkel-Harris 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 Henkel-Harris 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. Henkel-Harris 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. Henkel-Harris shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Henkel-Harris 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.

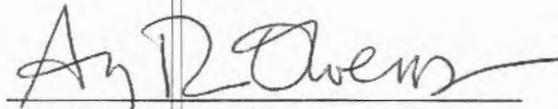
9. This Order is binding on the parties hereto and any successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and Henkel-Harris. Nevertheless, Henkel-Harris agrees to be bound by any compliance date which precedes the effective date of this Order.
11. This Order shall continue in effect until:
 - a. the Director or his designee terminates the Order after Henkel-Harris has completed all of the requirements of the Order;
 - b. Henkel-Harris 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 Henkel-Harris.

Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Henkel-Harris 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 Henkel-Harris 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 Henkel-Harris 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 Henkel-Harris to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Henkel-Harris.

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, Henkel-Harris, LLC voluntarily agrees to the issuance of this Order.

And it is so ORDERED this 15th day of February, 2017.



Amy T. Owens, Regional Director
Department of Environmental Quality

Henkel-Harris, LLC voluntarily agrees to the issuance of this Order.

Date: 2/13/17 By: [Signature], C.E.O.
(Person) (Title)
Henkel-Harris, LLC

Commonwealth of Virginia
City/County of Winchester/Frederick

The foregoing document was signed and acknowledged before me this 13th day of February, 2017, by David C. Gum who is C.E.O. of Henkel-Harris, LLC, on behalf of the corporation.

[Signature]
Notary Public
7570398
Registration No.

My commission expires: 4/30/17



JANNA B. GROVES
NOTARY PUBLIC
REG. #7570398
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES APRIL 30, 2017