

ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:

AFIN: 28-00002

LIS 08-137

**EMERSON ELECTRIC CO.
1000 SOUTH 2ND AVENUE
PARAGOULD, ARKANSAS 72451**

CONSENT ADMINISTRATIVE ORDER

This Consent Administrative Order ("**CAO**") is issued pursuant to the authority of the Arkansas Water and Air Pollution Control Act, Act 472 of 1949, as amended (the "**Act**"), codified at A.C.A. §8-4-101 et seq. (the "**Code**"), Arkansas Pollution Control and Ecology Commission Regulation Number 7, Arkansas Pollution Control and Ecology Commission Regulation Number 8, Arkansas Pollution Control and Ecology Commission Regulation Number 18; and Arkansas Pollution Control and Ecology Commission Regulation Number 19.

The issues herein having been settled by agreement of **EMERSON ELECTRIC CO. ("EEC")** and the Director of the Arkansas Department of Environmental Quality ("**ADEQ**"), it is hereby agreed and stipulated that the following **FINDINGS OF FACT** and **ORDER AND AGREEMENT** be entered herein.

FINDINGS OF FACT

1. **EEC** owns and operates a facility that manufactures motors for electrical appliances located at 1000 SOUTH 2ND AVENUE in PARAGOULD, GREENE County, Arkansas.
2. **ADEQ** issued Air Permit number 0965-AR-3 to **EEC** on November 9, 2006.

3. **ADEQ** personnel conducted a routine compliance inspection on August 7, 2007.
4. Specific Condition 22 of the air permit provides:

The permittee will perform a carbon monoxide compliance test on SN-028 (Annealing Furnaces, Oil Burn-Off Ovens, Oil Afterburner and DX Generator). This test will be conducted in accordance with Section VI, General Condition #7 using Method 10B (Determination of Carbon Monoxide Emissions from Stationary Sources) from 40 CFR Part 60, Appendix A. This test shall be done to ensure the facility is complying with the 5 pound of CO emitted per 1000 gallons of oil used at this source. A report containing the results of testing and the actual operating conditions during the testing shall be submitted to the Air Division – Compliance Section Manager.

5. On August 7, 2007, **EEC** attempted to conduct testing at SN-028 as required by Specific Condition 22 of the air permit, but due to failure of the testing equipment, the test was rescheduled for August 8, 2007. On August 8, 2007, **EEC** retested at SN-028. During the first run of the retest, the CO emission rate at this source was 12.1 pounds per hour; thus, above the permitted limit of 11.5 pounds per hour. It was decided by **EEC** and **ADEQ** to terminate the test after one run, and accept the one run results as a failed CO emissions test. This establishes a violation of Specific Condition 22 of the air permit.

6. In efforts to demonstrate compliance with Specific Condition 22 of the air permit, **EEC** submitted a permit modification on September 25, 2007. This permit modification was submitted to modify the permitted limits for CO based on stack testing and incorporate a new emission factor at the rotor breakdown furnaces. A final permit was issued on March 6, 2008, Air Permit Number 0965-AR-4.

ORDER AND AGREEMENT

WHEREFORE, **EEC** and **ADEQ** do hereby agree and stipulate as follows:

1. Within sixty (60) calendar days of the effective date of this **CAO**, **EEC** shall demonstrate compliance with the emission limits and testing requirements for SN-028 at **EEC** specified in Specific Condition 22, Regulation No. 18 §18.801 and A.C.A. §8-4-203 as referenced by §8-4-304 and §8-4-311 by conducting and successfully passing emission testing in accordance with Specific Condition 22 and General Condition 7 of the air permit.

2. In compromise and full settlement for instances of non-compliance specified in the **FINDINGS OF FACT**, **EEC** agrees to pay the sum of **ONE THOUSAND NINE HUNDRED EIGHTY DOLLARS (\$1,980.00)**. The total amount shall be made payable to the Arkansas Department of Environmental Quality and mailed to:

ADEQ, Fiscal Division
5301 Northshore Drive
North Little Rock, Arkansas 72118-5317.

Unless otherwise notified, in writing, by **ADEQ**, **EEC** shall pay the settlement amount within thirty (30) calendar days after the effective date of this **CAO**.

3. All submissions required by this **CAO** are subject to approval by **ADEQ**. In the event of any deficiency, **EEC** shall, within **fifteen (15) calendar days** of notification by **ADEQ**, submit any additional information requested. Failure to adequately respond to the notice of deficiency within **fifteen (15) calendar days** constitutes a failure to meet a deadline and is subject to the civil penalties established in the following Paragraph.

4. Failure to meet the limits, requirements, or deadlines of this **CAO** or the approved schedules provided for herein constitutes a violation of said **CAO**. If **EEC** should fail to meet any such limits, requirements, or deadlines, **EEC** consents and agrees to pay, on demand, to **ADEQ** civil penalties according to the following schedule:

- | | |
|---|----------------|
| (a) First day through the tenth day: | \$500 per day |
| (b) Eleventh day through the twentieth day: | \$1000 per day |
| (c) Twenty-first day through the thirtieth day: | \$1500 per day |
| (d) Each day beyond the thirtieth day: | \$2000 per day |

Stipulated penalties shall be paid within thirty (30) calendar days of receipt of **ADEQ'S** demand to **EEC** for such penalties. These stipulated penalties may be imposed for delay in scheduled performance and shall be in addition to any other remedies or sanctions which may be available to **ADEQ** by reason of **EEC'S** failure to comply with the requirements of this **CAO**. **ADEQ** reserves its rights to collect other penalties and fines pursuant to its enforcement authority in lieu of the stipulated penalties set forth above; provided, however, that under no circumstances shall **ADEQ** be entitled to double recovery of penalties or fines under this **CAO** and pursuant to its enforcement authority.

5. If any event, including, but not limited to, an occurrence of nature, causes or may cause a delay in the achievement of compliance by **EEC** with the requirements or deadlines of this **CAO**, **EEC** shall so notify **ADEQ**, in writing, as soon as reasonably possible after it is apparent that a delay will result, but in no case after the due dates have passed. The notification shall describe in detail the anticipated length of the delay, the precise cause of the delay, the measures being taken and to be taken to minimize the delay, and the timetable by which those measures will be implemented.

6. **ADEQ** may grant an extension of any provision of this **CAO**, provided that **EEC** requests such an extension in writing and provided that the delay or anticipated delay has or will be caused by circumstances beyond the control of and without the fault of **EEC**. The time for performance may be extended for a reasonable period, but in no event longer than the period of delay resulting from such circumstances. The burden of proving that any delay is caused by circumstances

circumstances beyond the control of and without the fault of **EEC** and the length of the delay attributable to such circumstances shall rest with **EEC**. Failure to notify **ADEQ** promptly, as provided in the previous Paragraph of the **ORDER AND AGREEMENT**, shall be grounds for a denial of an extension.

7. This **CAO** is subject to public review and comment in accordance with A.C.A. §8-103(d) and is, therefore, not final until thirty (30) calendar days after public notice of the **CAO** is given. **ADEQ** retains the right and discretion to rescind this **CAO** based on comments received within the **thirty-day** public comment period.

8. As provided by Arkansas Pollution Control and Ecology Commission Regulation Number 8, this matter is subject to being reopened upon Commission initiative or in the event a petition to set aside this **CAO** is granted by the Commission.

9. Nothing contained in this **CAO** shall relieve **EEC** of any obligations imposed by any other applicable local, state, or federal laws, nor, except as specifically provided herein, shall this **CAO** be deemed in any way to relieve **EEC** of responsibilities contained in the permit.

10. Nothing in this **CAO** shall be construed as a waiver by **ADEQ** of its enforcement authority over alleged violations not specifically addressed herein. In addition, this **CAO** does not exonerate **EEC** from any past, present, or future conduct which is not expressly addressed herein, nor does it relieve **EEC** of the responsibilities for obtaining any necessary permits.

11. This **CAO** shall apply to and be binding upon **ADEQ** and upon **EEC**, their successors and assigns. Any changes in ownership or corporate status of **EEC**, including, but not limited to, any transfer of shares, assets or other real or personal property, shall in no way alter **EEC'S** obligations under this **CAO**.

12. Each of the undersigned representatives of the parties certifies that he or she is authorized to execute this CAO and to legally bind that party to its terms and conditions.


SO ORDERED THIS 17th DAY OF Nov, 2008


TERESA MARKS, DIRECTOR

ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY

APPROVED AS TO FORM AND CONTENT:

EMERSON ELECTRIC COMPANY

BY:  (Signature)

SCOTT WAREING (Typed or printed name)

TITLE: PLANT MANAGER

DATE: 10/27/08