

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
OFFICE OF AIR RESOURCES

In Re: **CCL Custom Manufacturing, Inc.**
Martin Street
Cumberland, RI 02864

In Reference to A.H. File No. 97-02-AP

CONSENT AGREEMENT

This Consent Agreement is entered by and between the Rhode Island Department of Environmental Management, Office of Air Resources (hereinafter "the OAR") and CCL Custom Manufacturing, Inc., Martin Street, Cumberland, RI 02864 (hereinafter "CCL") pursuant to the Rhode Island Clean Air Act, Title 23, Chapter 23 of the General Laws of Rhode Island, as amended, and the Air Pollution Control Regulations adopted in accordance therewith, and the Department of Environmental Management Act, R.I.G.L. 42-17.1-2 et seq., and constitutes a Reasonably Available Control Technology (RACT) determination pursuant to Subsection 15.3.4 of Air Pollution Control Regulation No. 15, entitled "Control of Organic Solvent Emissions," effective 21 August 1975, last amended 20 November 1994.

CCL is regulated under Air Pollution Control Regulation No. 15. In order to assure that CCL complies and/or continues to comply with the provisions of Air Pollution Control Regulation No. 15, the OAR and CCL hereby agree as follows:

1. That the OAR has jurisdiction over the subject matter of this Consent Agreement and over the parties consenting to this Consent Agreement.
2. That CCL is subject to the provisions of Title 23, Chapter 23 of the Rhode Island General Laws, as amended, and the Air Pollution Control Regulations adopted in accordance therewith.

3. That the provisions of this Consent Agreement shall apply to and be binding upon CCL's Martin Street, Cumberland, RI facility, its officers, directors, agents, servants, employees, operators, successors, and assignees and all persons, firms, and corporations acting under, through, and for it.
4. That CCL has the potential to emit Volatile Organic Compounds (VOC's) in excess of fifty (50) tons per year and is, therefore subject to Air Pollution Control Regulation No. 15.
5. That CCL is a contract manufacturer of personal care and household products packaged in aerosol and solid forms. In the packaging of aerosol products and associated operations VOC's are emitted to the atmosphere. The sources of VOC emissions at CCL are as follows:
 - A. Major Sources
 1. Four (4) aerosol propellant filling rooms;
 2. Four (4) booster pumps (which raise the pressure of the propellant material at each filling line);
 3. One (1) scrap can shredder.
 - B. Minor Sources
 1. Pipe Disconnect Losses and Propellant Changeovers;
 2. Ethanol Storage Tanks;
 3. Compounding Area;
 4. Concentrate Day Tanks;

5. Concentrate Filling;
 6. Ethanol Flushing;
 7. Washing Pots and Production Usage of Ethanol;
 8. Spray Testing;
 9. Stick Compounding and Stick Filling.
6. That CCL submitted an initial RACT plan to the OAR in October 1994. That, based on review by the OAR, CCL submitted a final RACT plan in June 1995. In the RACT plan, the technical feasibility of applying the available VOC control technologies to the CCL facility was evaluated to the satisfaction of the OAR. That, additionally, an economic evaluation of the controls which were determined to be technically feasible were presented in the RACT plan to the satisfaction of the OAR.
7. That, based on the information presented in the RACT plan, the OAR has determined that the following measures constitute RACT for the major VOC sources at the CCL Martin Street, Cumberland facility.
- A. Aerosol Can Filling Lines
1. CCL will limit aerosol production to no more than two hundred fifty million (250,000,000) cans per year and twenty million, eight hundred thirty three thousand, three hundred thirty three (20,833,333) cans per month. CCL will meet the two hundred fifty million (250,000,000) can limit over every consecutive twelve (12) month period;
 2. CCL will actively work to achieve conversion from under-the-cup (UTC) to through-the-valve (TTV) filling on the four (4) can filling lines. The OAR considers the TTV filling method to be RACT for

the aerosol can filling lines.

3. CCL will install and operate a propellant collection system on all UTC filling lines with an average control efficiency of 83 percent. The recovered propellant will be destroyed in a flare, utilized as a fuel or recycled for reuse. Installation of an approved control system will be completed in accordance with the permit conditions no later than ten (10) weeks after permit approval, or according to a schedule approved by the OAR. The OAR considers the above described controlled UTC to be RACT for the aerosol can filling lines.
4. CCL will utilize the TTV or Controlled UTC filling method to fill 100% of all amenable VOC aerosol products on a twelve (12) month rolling average basis beginning with the compliance period 1 January 1998 through 31 December 1998. Amenable VOC aerosol products are defined as those products which do not contain carbon dioxide, nitrogen propellants or any of the following compounds:
 - (a) acetone;
 - (b) ethane;
 - (c) HFC-23 (trifluoromethane);
 - (d) HFC-125 (pentafluoroethane);
 - (e) HFC-134 (1,1,2,2-tetrafluoroethane);
 - (f) HFC-134a (1,1,1,2-tetrafluoroethane);
 - (g) HFC-143a (1,1,1,2-trifluoroethane);
 - (h) HFC-152a (1,1-difluoroethane).
5. CCL shall install and operate low pressure cap lift with sequencing springs on aerosol can filling lines for all compatible UTC filling operations where TTV filling is not utilized. All cans not filled by the TTV method shall be considered capable of being filled using low pressure cap lift with sequencing springs, unless the internal propellant pressure of the product exceeds 70 pounds per square inch at 70 degrees Fahrenheit. Low pressure cap lift with sequencing springs shall be installed and operating upon execution of this Consent Agreement. CCL shall maintain the temperature of the concentrate 10 degrees Fahrenheit below that of the propellant. CCL shall monitor and keep logs recording the temperature of the concentrate and propellant on a batch wide basis for all controlled UTC filling.

B. Booster Pumps

1. CCL shall install by-pass systems on each of the booster pumps. This will allow the pumps to be shut down while microgassing TTV filling is being performed or when there is no production. Booster pump by-pass system shall be installed and operational upon execution of this Consent Agreement. Microgassing TTV filling shall be defined as low pressure TTV filling.
2. CCL shall follow a leak detection and repair program consisting of the following:
 - a. The covers on the pump seals shall be removed and the seals visually inspected for leaks prior to each shift at the time the packing is tightened. A leak shall be assumed to be present if there is one-quarter inch of icing on the pump seals;
 - b. The pump packing shall be tightened and greased prior to the start of each shift, whether or not there is visual evidence of leaking seals. At no time shall the booster pump be allowed to operate without tightening and greasing the seals if visual evidence of leaking is detected;
 - c. If the leaking continues after tightening seals, CCL will replace the packing;
 - d. If the pump continues to leak after the packings are replaced, then CCL will rebuild the pump;
 - e. If the pump continues to leak after the pump is rebuilt, then CCL shall replace the pump.
3. CCL shall replace pump seals after six hundred seventy two (672) hours and replace plungers after two thousand six hundred eighty eight (2688) hours of pump usage. In the future an equally effective preventative maintenance schedule may be required by the OAR.
4. CCL shall control the operating hours of the booster pumps such that they will only operate when high pressure TTV or UTC filling is being performed.

C. Scrap Can Shredder

1. CCL shall implement a "top-off" program to refill rejected cans which are identified as being "below weight for propellant". The "top-off" program shall begin immediately upon execution of this Consent Agreement.
 2. All cans will be considered capable of being topped-off unless they are Over the Counter Drugs (OTC), Foam Products (Shave Creams, Mousses etc.), Low VOC Hairsprays.
8. That, based on the information presented in the RACT plan, the OAR has determined that the following measures constitute RACT for the minor VOC sources at the CCL Martin Street, Cumberland facility:
- A. CCL shall actively pursue methods to minimize VOC emissions from the equipment and operations listed in Section 5.B.(1-9).
 - B. CCL shall undergo RACT review of the minor sources at the discretion of the OAR two (2) years after the date of execution of this Consent Agreement.
9. That in order for CCL to demonstrate compliance with Section 7.A. of this Consent Agreement, the following records will be maintained:
- A. On a monthly basis, no later than fifteen (15) days after the first of each month, CCL will determine and record the number of cans filled by the TTV and Controlled UTC filling method for the previous twelve (12) month period.
 - B. On a monthly basis, no later than fifteen (15) days after the first of each month, determine and record the number of cans filled that fall under the category of non-amenable VOC aerosol products, as defined in Section 7.A.4. of this Consent Agreement.
 - C. No later than fifteen (15) days following the end of the calendar year, CCL will submit to the OAR in writing the percentage of production performed using TTV filling or controlled UTC filling for the previous year.
 - D. No later than fifteen (15) days following the end of the calendar year, CCL will submit to the OAR in writing the number of cans filled that fall under

the category of non-amenable VOC aerosol products, as defined in Section 7.A.4.

10. That in order for CCL to demonstrate compliance with Section 7.B. of this Consent Agreement, the following records will be maintained:
 - A. A maintenance log for the pump, including hours of pump operation, times when pump seals and plungers are replaced, details of all routine and non-routine maintenance performed including dates and duration of any outages.
 - B. Operating data for each pump, including date and time a leak is detected, date and time a leaking pump is removed from service and action taken to repair a pump.
 - C. The records required in Section 10.A. and 10.B. above will be maintained on forms at the facility.
11. That in order for CCL to demonstrate compliance with Section 7.C. of this Consent Agreement, on a monthly basis, CCL shall record the number of cans which were "topped-off", based on the requirements contained in Section 7.C.2.
12. That in order for CCL to demonstrate compliance with Section 8 of this Consent Agreement, CCL will submit, in writing, to the OAR no later than fifteen (15) days after the end of the calendar year the steps taken to reduce VOC emissions from the minor sources.
13. That CCL shall continue to work with their customers after the 31 December 1998 date to further decrease the percentage of cans filled by the UTC method. CCL will submit, in writing, to the OAR no later than fifteen (15) days after the end of the calendar year the progress made in the conversion of all products to TTV

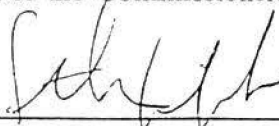
filling.

14. All records shall be maintained at CCL for a five-year period and be accessible for review by the OAR and the United States Environmental Protection Agency.
15. That CCL shall notify the OAR, in writing, of any violation of this Consent Agreement within 10 days of the violation. Violation of any conditions established in this Consent Agreement may result in enforcement actions, which may include monetary penalties, being initiated against CCL.
16. That is agreed and understood by the parties that the implementation of the requirements of this Consent Agreement does not relieve CCL from compliance with any and all other requirements of the Rhode Island Clean Air Act and applicable Air Pollution Control Regulations or with any applicable Air Pollution Control Regulations that become effective and/or amended subsequent to the execution of this Consent Agreement.
17. That this Consent Agreement shall be deemed entered as of the date of execution by the parties hereto. The Director of the Department of Environmental Management may, however, for good cause shown, defer any of the compliance dates as prescribed herein upon a timely request to do so.

Consented to in Substance and in Form:
State of Rhode Island and Providence Plantations
Department of Environmental Management

For the Commissioner:

10 APR 97
Date




Stephen Majkut, Director
Office of Air Resources

CCL Custom Manufacturing, Inc. hereby agrees to the above Consent Agreement, which becomes effective immediately upon being entered and issued.

CCL Custom Manufacturing, Inc.
Authorized Representative:

April 9, 1997
Date



Signature
GENERAL MANAGER

Title

State of Rhode Island and Providence Plantations
Department of Environmental Management
Office of Air Resources

In Re:

CCL Custom Manufacturing, Inc.
Martin Street
Cumberland, RI 02864

File No. 97-02-AP

AMENDMENT TO CONSENT AGREEMENT

The Rhode Island Department of Environmental Management (hereinafter the "DEM") and CCL Custom Manufacturing, Inc., Martin Street, Cumberland, RI 02864 (hereinafter "CCL") entered into a Consent Agreement on 10 April 1997 (File #97-02-AP). The parties have agreed that the Consent Agreement may be amended by altering the language in Paragraph 7.B.2. in order to specify time limitations for performing corrective actions required in the leak detection and repair program.

Paragraph 7.B.2. is amended as follows:

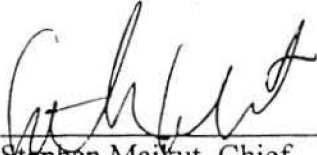
7.B.2. CCL shall follow a leak detection and repair program consisting of the following:

- a. The covers on the pump seals shall be removed and the seals visually inspected for leaks prior to each shift at the time the packing is tightened. A leak shall be assumed to be present if there is one-quarter inch of icing on the pump seals;
- b. The pump packing shall be tightened and greased prior to the start of each shift whether or not there is visual evidence of leaking seals. At no time shall the booster pump be allowed to operate without tightening and greasing the seals if visual evidence of leaking is detected;
- c. If the leaking continues after tightening seals, CCL will replace the packing *within twenty-four (24) hours after tightening the seals;*
- d. If the pump continues to leak after the packings are replaced then CCL will rebuild the pump *within twenty-four (24) hours after packings are replaced;*
- e. If the pump continues to leak after the pump is rebuilt, then CCL shall replace the pump *within twenty-four (24) hours after the pump is rebuilt.*

Consented to in Substance and Form:

State of Rhode Island and Providence Plantations
Department of Environmental Management
For the Director:

27 Oct 99
Date



Stephen Majkut, Chief
Office of Air Resources

CCL Custom Manufacturing Inc. hereby agrees to the Amendment to the Consent Agreement, which becomes effective immediately upon being entered and issued.

CCL Custom Manufacturing, Inc.
Authorized Representative

10/22/99
Date



Signature
V.P. Gonzalez

Title