

ALLEGHENY COUNTY HEALTH DEPARTMENT
AIR QUALITY PROGRAM

In the Matter of: Brad Foote Gear Works, Inc.
Operating Permit No. 0308-OP11
5100 Neville Road
Pittsburgh, PA 15225

CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement (“Consent Agreement”) is entered into this 20 th day of July, 2023, by and between the Allegheny County Health Department (hereinafter referred to as “ACHD”) and Brad Foote Gear Works, Inc. (hereinafter referred to as “BFGW”), (collectively, the “Parties”).

RECITALS

WHEREAS, ACHD has found and determined the following:

1. The Director of ACHD has been delegated authority pursuant to the federal Clean Air Act, 42 U.S.C. Sections 7401-7671q (hereinafter “CAA”), and the Pennsylvania Air Pollution Control Act, 35 P.S. Sections 4001-4014 (hereinafter “APCA”), and ACHD is a local health agency organized under Local Health Administration Law, Act 315 of August 24, 1951, P.L. 1304, as amended, 16 Pa.C.S. §12001 et seq. whose duties include the enforcement of laws relating to public health within Allegheny County, including ACHD’s Rules and Regulations, Article XXI, Air Pollution Control (Allegheny County Code of Ordinances Chapters 505, 507, and 535) (“Article XXI”);
2. BFGW owns and operates a facility located at 5100 Neville Road, Pittsburgh, PA 15225 in Neville Township, Allegheny County (the “BFGW Gear Works” or the “Facility”);;

3. The Facility produces large, high-quality gearing systems for industrial markets such as oil production, steel mills, power generation, transportation, and pulp and paper processes. The Facility includes a heat treating/carburization process that utilizes several natural gas-fired units, namely: ten carburizing furnaces, one car bottom furnace, four draw furnaces, and two endothermic generators. The Facility also includes three electric carburizing furnaces that each have a small natural gas-fired flare in order to control the high carbon furnace atmosphere emissions that are generated from the endothermic generators. As part of the carburization process, gears and parts are quenched in one of two oil quench tanks. There is also one cooling water tower located at this facility. Water is used as a cooling medium step in the quenching process. In addition to the primary heat treating/carburization process, the Facility fabricates gear weldments (gear parts) from steel ring forgings, plates, and hubs. The gear weldment process consists of cutting, machining, preheating, and welding; preheating for the weldments is performed in either of two box furnaces. In addition, the Facility rebuilds gears; some of the rebuilt gears require a surface coating treatment in order to reapply primers and rust inhibitors. The source also stores raw steel materials (steel bar stock and ingots) for BFGW's sister facility located in Chicago. The source cuts these raw materials to specification using one of two wet saws and then ship them for activities.

4. On August 18, 2011, ACHD issued Operating Permit No. 0308-OP11 to Brad Foote Gear Works and was in effect at all times relevant to the alleged violations addressed by this Consent Agreement.

5. Operating Permit No. 0308-OP11, Condition V.D.3.b. required BFGW to monitor and record the pressure drop across the baghouse used in conjunction with the abrasive blasting

operations (P003) and the woodworking activities (P010) at least once per week when the abrasive blasting or woodworking is in operation.

6. On March 3, 2022, ACHD Engineers performed an onsite inspection as part of its required Full Compliance Evaluation (FCE) at the facility. During the inspection, they observed that the baghouse utilized during abrasive blasting activities was not equipped with the required pressure drop gauge.

7. ACHD also found that BFGW was not maintaining the weekly monitoring records mandated by Operating Permit No. 0308-OP11, Condition V.D.3.b.

8. ACHD determined that BFGW's failure to monitor and keep adequate records of the pressure drop at the baghouse constituted two separate violations of Operating Permit No. 0308-OP11, Condition V.D.3.b .

9. Operating Permit No. 0308-OP11, Conditions V.F.4. and V.F.5 required BFGW to record and report the quarterly TDS (Total Dissolved Solids) measurements of the make-up water and cooling water tower.

10. As a part of the record review for the FCE conducted in 2022, ACHD determined that BFGW was not evaluating and reporting TDS on a quarterly basis. BFGW reported that the cooling water is non-contact water and did not report TDS measurements of cooling water.

11. ACHD determined that BFGW was in violation of Operating Permit #: 0308-OP11, Conditions V.F.4. and V.F.5. by not evaluating and reporting TDS quarterly.

12. Operating Permit No. 0308-OP11, Condition V.E.1.a. required that the total stop-off coating usage by BFGW (P004) shall not exceed 120 gallons per any twelve (12) month consecutive period.

13. As a part of the FCE conducted in 2022, ACHD's representative reviewed reports submitted by BFGW, namely the Semi-Annual Reports and Annual Compliance Certification covering July 1, 2019 to June 30, 2020. The Annual Compliance Certification reported the monthly volume of Carb Stop Off coating purchased by BFGW. The annual compliance certification also reported the rolling sum of "Gallons of Carb Stop-Off Used." BFGW did not accurately report the rolling sum of estimated "Gallons of Carb Stop-Off Used." Specifically, it recorded the figure as a twelve-month average instead of a sum of all Carb Stop-Off used per twelve-month consecutive period. Furthermore, there was a discrepancy in the gallons of Carb Stop-Off used BFGW reported using and the amount BFGW actually purchased. ACHD utilized the Gallons of Carb Stop Off used per month by BFGW and calculated the sum of all Carb Stop-Off used per twelve-month consecutive period. ACHD determined that the sum of all Carb Stop-Off used per twelve-month consecutive period exceeded 120 gallons for the period from July 1, 2019 to June 30, 2020.

14. ACHD met with BFGW to discuss the violations of Conditions V.D.3.b, V.F.4, and V.E.1.a of Operating Permit No.0308-OP11 alleged above, after the completion of the 2022 FCE. On August 12, 2022, BFGW provided to ACHD initial quarterly TDS measurements from its non-contact cooling water obtained from a municipal water source. In addition, on May 1, 2023, BFGW installed a pressure drop monitor on the baghouse used during abrasive blasting activities. Further, on March 31, 2022 an updated permit application was submitted, BFGW then submitted an operating permit amendment application on October 27, 2022 (these submissions updated the permit renewal application submitted to the ACHD on February 18, 2016 and subsequent permit usage letter increase request on August 30, 2017) that re-iterated the requested for an increase in the usage of Carb Stop Off coating. BFGW also submitted a compliance plan to ACHD to maintain

compliance with 120 gallon per twelve consecutive month limit of Carb Stop Off coating. The compliance plan required BFGW to report actual Carb Stop Off coating usage per month, and to not exceed ten gallons per month. The compliance plan was in place until ACHD issued BFGW a renewed Operating Permit on March 30, 2023. The renewed Operating Permit increased the Carb Stop Off coating usage limit to 1,250 gallons per 12-month period.

15. Article XXI, 2101.11.b.4 States, “It shall be a violation of this article for any person to: Submit any application form, report, compliance certification or any other submittal to the Department under this Article which is, in whole or in part, false, inaccurate, or incomplete.”

16. BFGW submitted two Semi Annual reports documenting activities for the period from July 1, 2019 to June 30, 2020. The two Semi Annual reports did not report the exceedance of gallons of Stop of Coating used by BFGW. BFGW submitted one Annual Compliance Certification documenting activities for the period of July 1, 2019 to June 30, 2020. The compliance certification inaccurately reported the Carb Stop-Off used per twelve-month consecutive period by reporting the average per twelve-month period. The two Semi Annual reports and Annual Compliance Certification for the period of July 1, 2019 to June 30, 2020 were submitted to ACHD. ACHD determined that BFGW violated Article XXI, 2101.11.b.4 by virtue of it having submitted three reports containing inaccurate information.

17. ACHD and BFGW are entering into this Consent Agreement to address the aforementioned violations observed in the 2022 FCE inspection.

18. After a full and complete negotiation of all matters set forth in this Consent Agreement and upon mutual exchange of covenants contained herein, the Parties agree that this Consent Agreement is in the best interest of the Parties and the public.

NOW, THEREFORE, without any final determination of fact or law, and intending to be legally bound hereby, the Parties hereto agree as follows:

I. JURISDICTION AND COMPLIANCE WITH APPLICIBLE LAWS

A. Solely for the purposes of this Consent agreement, BFGW waives all objections and defenses that it may have to jurisdiction or venue. BFGW shall not challenge ACHD's jurisdiction to enter into or to enforce this Agreement.

B. This Consent Agreement shall not be construed to relieve BFGW of any obligation to comply with all applicable federal, state, and local environmental regulations, statutes, and laws, including but not limited to the CAA, the APCA, and Article XXI, as now in effect or as hereafter amended.

II. CIVIL PENALTY

A. BFGW consents to the assessment of a civil penalty of \$4,624.00 in full settlement of any and all civil liability for the violations or deviations identified in the 2022 Full Compliance Evaluation inspection report.

B. BFGW shall pay the assessed civil penalty within sixty (60) Calendar Days of the Effective Date by corporate check, or the like, made payable to the "Allegheny County Clean Air Fund," and sent to the Program Manager, Air Quality Program, Allegheny County Health Department, 301 39th Street, Bldg. No. 7, Pittsburgh, Pennsylvania 15201

C. Upon receipt of the Civil Penalty, ACHD shall release and forever discharge BFGW from civil liability for the violations or deviations identified in the 2022 Full Compliance Evaluation inspection report.

D. Nothing in this Consent Agreement is intended to resolve any other civil claims against BFGW or to limit the authority of ACHD with respect to violations not contemplated by

this Consent Agreement. This Consent Agreement may not be construed to prevent or limit the rights of ACHD to obtain penalties or injunctive relief under the Clean Air Act, Article XXI, or under other federal, state, or local laws, regulations, or permit conditions for matters not covered by this Consent Agreement.

III. INTEREST AND LATE PAYMENT PENALTY

A. If BFGW fails to make a timely payment to ACHD of the civil penalty set forth in Paragraph II.A, above, BFGW shall be liable to ACHD for interest on the late payment and shall pay a stipulated penalty of \$500 per day for each day that the payment is late. Any assessment of interest and/or stipulated penalty is subject to challenge under ACHD's Rules and Regulations for Hearings and Appeals, Article XI.

IV. APPLICABILITY

A. The provisions of this Consent Agreement shall apply to, be binding upon, and inure to the benefit of ACHD, BFGW, and upon their respective officers, directors, agents, contractors, employees, servants, successors, and assigns.

B. The duties and obligations under this Consent Agreement shall not be modified, diminished, terminated, or otherwise altered by the transfer of any legal or equitable interest in the Facility or any part thereof.

C. The Parties do not authorize any other persons to use the findings in this Agreement in any matter or proceeding.

D. In the event that BFGW proposes to sell or transfer the facility or any part thereof, BFGW shall provide written notification to ACHD of the identity of such purchaser or transferee at least thirty (30) days prior to the sale or transfer. BFGW shall also provide a copy of this Consent

Agreement to any person or entity BFGW intends to make any such sale or transfer at least thirty (30) days after thereto.

E. ACHD may, upon BFGW's request, agree to modify or terminate BFGW's duties and obligations under this Consent Agreement upon sale or transfer of the facility. BFGW reserves the right to challenge any decision by ACHD in response to BFGW's request under ACHD's Rules and Regulations for Hearings and Appeals, Article XI.

F. The undersigned representatives of BFGW certify that they are fully authorized to execute this Consent Agreement on behalf of BFGW and to legally bind BFGW to this Consent Agreement.

GENERAL TERMS

A. ACHD reserves the right to require additional measures to achieve compliance with this Consent Agreement. BFGW reserves the right to challenge any action that ACHD may take to require such additional compliance measures.

B. All correspondence with ACHD concerning this Consent Agreement shall be addressed to:

Allason Holt
Program Manager
Compliance and Enforcement Program
Allegheny County Health Department
301 39th Street, Building 7
Pittsburgh, PA 15201-1811

With a copy to:

Jason Willis, Solicitor
Allegheny County Health Department
Legal Section
301 39th Street, Building 7
Pittsburgh, PA 15201-1811

C. All correspondence with BFGW concerning this Consent Agreement shall be addressed to:

John Tackett
V.P. and General Manager
Brad Foote Gear Works, Inc.
3250 South Central Avenue
Cicero, ILL 60804, USA

With a copy to:

Chad Proffitt
Environmental Health and Safety Manager
Broadwind, Inc.
3250 South Central Avenue
Cicero, ILL 60804, USA

D. Service of any notice or legal process for any purpose under this Consent Agreement, including its enforcement, may be made by mailing an original or true and correct copy by First Class mail to the above contacts and addresses.

E. BFGW shall notify ACHD whenever there is a change in the contact person's name, title or address.

F. This Consent Agreement shall constitute the entire integrated agreement of the Parties. No prior or contemporaneous communications or prior drafts shall be relevant or admissible for the purposes of determining the meaning or intent of any provisions herein in any litigation or other proceeding.

G. The provisions of this Consent Agreement are severable. If any provision or part thereof is declared invalid or unenforceable or is set aside for any other reason, the remainder of the Consent Agreement shall remain in full effect.

H. A title used at the beginning of any paragraph of this Consent Agreement shall not be considered to control but may be used to aid in the construction of the paragraph.

I. No changes, additions, modifications or amendments to this Consent Agreement shall be effective unless they are set forth in writing and signed by the Parties hereto.

J. The Parties shall bear their respective attorneys' fees, expenses, and other costs with regard to the prosecution or defense of this matter or any related matters arising prior to the execution of this Consent Agreement.

K. This Consent Agreement shall become effective upon signature by the Parties as of the Effective Date first noted above.

L. This Consent Agreement shall terminate upon BFGW's payment, in full, of the assessed Civil Penalty and payment by BFGW of any Stipulated Penalty. Upon written notice by

BFGW that such conditions have been satisfied, ACHD shall respond in writing whether it agrees that such conditions have been satisfied, which response is subject to challenge under ACHD's Rules and Regulations for Hearings and Appeals, Article XI. If no response is received within 30 days of the written notice by BFGW under this Paragraph, satisfaction of the conditions described in this paragraph shall be deemed achieved, and this Consent Agreement terminated.

M. This Consent Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Consent Agreement. In addition, the parties agree that this transaction may be conducted by electronic means. This includes the use of electronic signatures and that signatures sent via facsimile or electronic mail shall constitute original signatures for purposes of this Agreement and that a photocopy may be used in place of originals for any purpose

FOR BFGW INCORPORATED


Date: 7 19, 2023



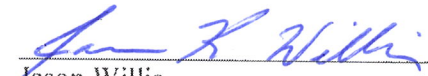
John Tackett
V.P. and General Manager

FOR THE ALLEGHENY COUNTY HEALTH DEPARTMENT

Date: 7 20, 2023



Allason Holt
Air Quality Manager
Compliance and Enforcement Program



Jason Willis
ACHD Solicitor



Wesley Speary
ACHD Assistant Solicitor