

STATE OF RHODE ISLAND
AND PROVIDENCE PLANTATIONS
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

VS.

A.H. File No. 85-8-AP

BOSTITCH DIVISION OF TEXTRON INC.
EAST GREENWICH, RHODE ISLAND

AGREEMENT

This AGREEMENT is entered by and between the Department of Environmental Management's Division of Air and Hazardous Materials (hereinafter the Division) and Bostitch Division of Textron, Inc., East Greenwich, Rhode Island (hereinafter Bostitch), pursuant to the Rhode Island Clean Air Act, Chapter 23-23 of the General Laws of the State of Rhode Island and Providence Plantations, as amended, and the Air Pollution Control Regulations adopted in accordance therewith.

To comply with the provisions of Air Pollution Control Regulation No. 15 entitled "Control of Organic Solvent Emissions," the Division and Bostitch agree as follows:

1. That the Division has jurisdiction over the subject matter of this Agreement and of the parties consenting to this Agreement.
2. That Bostitch 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 Agreement applies to Bostitch's facility at East Greenwich, Rhode Island.
4. That the provisions of this Agreement shall apply and be binding upon Bostitch, its officers, directors, agents, servants, employees, operators, successors, and assignees and all persons, firms, and corporations acting under, through, and for it.
5. That since 1979 Bostitch has engaged in an extensive research and development effort aimed at significantly reducing VOC emissions by limiting the use of VOC producing solvents. This effort has been under-

- taken with the knowledge of the DEM. Moreover, Bostitch has fully cooperated and worked closely with the DEM to reach an acceptable emission level which best serves the interest of the Rhode Island community, Bostitch's employees and the Company.
6. That Bostitch is subject to the terms of Rhode Island Air Pollution Control Regulation No. 15, specifically Section 15.5, "Miscellaneous Facilities Emitting 100 Tons/Year or More." Accordingly, Bostitch submitted to the Division a written "Alternate RACT Proposal" (hereinafter "Proposal") which sets forth its intentions to demonstrate Reasonably Available Control Technology (RACT):
- A) By August 31, 1985 Bostitch will modify its coating A to a low/no solvent A' and will commence conversion of 18% of its staple producing equipment to use A'.
 - B) By November 30, 1985 Bostitch will modify its coating J to a low/no solvent J' and will modify one-third of its coil nail equipment to use J'.
 - C) By December 31, 1985 Bostitch will modify coating B to a low/no solvent B' and will commence conversion of 12% of its staple producing equipment to use B'.
 - D) By February 28, 1986 Bostitch will adopt use of higher solids paint formulas compatible with its equipment.
 - E) By February 28, 1986 Bostitch will modify another one-third of its coil nail equipment to use J'.
 - F) By May 31, 1986 Bostitch will modify the remainder of its coil nail equipment to use J'.
 - G) By September 30, 1986 Bostitch will modify one-half of its stick nail equipment to use J' or an equivalent low/no solvent coating.
 - H) By December 31, 1986 Bostitch will modify the remainder of its stick nail equipment to use J' or equivalent.
 - I) During 1986, Bostitch will make an aggressive effort to modify its coatings F, C, D, and G to low/no solvent coatings and adapt its applicable staple producing equipment for their use as soon as is reasonable.
 - J) By December 31, 1986 Bostitch will have reduced its overall VOC emissions from 671 tons VOC to 283 tons VOC on an equivalent solids applied basis with its 1983 baseline data.
7. By July 31, 1985 Bostitch will submit to the Division an amended set of baseline data pertaining to all coatings used by Bostitch in 1983, including the product category on which it is used, the emission rate of VOC from it, expressed in # VOC/gallon of coating (minus water), the volume percent solids and volume percent solvent of each coating, the densities of the coating and solvent components, or other

means to demonstrate compliance with the terms of this Agreement on an equivalent solids applied basis.

8. If an existing coating for specific product category is replaced, it must be replaced with a formulation that will emit less VOC for the equivalent amount of solids applied.
9. Upon execution of this Agreement, Bostitch shall maintain a VOC emission rate at or below these limits:

Nails:	66.7 # VOC/gallon of solids applied
Staples:	53.3 # VOC/gallon of solids applied
Paints:	41.3 # VOC/gallon of solids applied

10. That Bostitch shall make records of distribution of each adhesive, coating, or paint to each respective group of lines as appropriate, and shall make these records available for inspection by the Division at reasonable times.
11. That Bostitch's efforts to maximize volume percent solids or to reduce solvent density in an adhesive or coating shall be documented in a logbook. Bostitch shall supply the Division with a quarterly written summary report documenting these attempts, including the supplier, the identification of the adhesive or coating, the attempted change, the reason for finding said change satisfactory or unsatisfactory, and pertinent dates. The logbook will be made available to the Division for backup documentation to the quarterly written report.
12. Bostitch will use no new coating whose VOC content is above these specific emission limits:

Nails:	8.70 # VOC/gallon
Staples:	5.87 # VOC/gallon
Paints:	5.73 # VOC/gallon

"New coating" is understood to mean any coating which is not on Bostitch's list of coatings submitted on July 31, 1985.

13. That as newly developed adhesives or coatings become available, Bostitch will notify the Division of the product lines on which they are expected to be used and supply the VOC emission rate per gallon (minus water) in its next quarterly written report to the Division.
- ~~14. On an annual basis, after this Agreement become effective, Bostitch and the Division shall meet for the purpose of establishing for Bostitch a maximum allowable VOC emission rate from its coatings and new coatings. These limitations will be determined for each subsequent year, and this Agreement will be amended to reflect these rates and the date after which they will be effective.~~
15. That by April 1, 1986, as set forth in the Proposal, Bostitch's records of timeliness for the partial implementation of low/no VOC emission strategies will be assessed by the Division for the probability of further successful implementation. Representatives of Bostitch shall have the opportunity to present their position to the Division in

writing and orally. If it is clear that Bostitch will not be able to meet the established timetables, Bostitch will cooperate with the Division in developing and implementing alternative compliance procedures, e.g., air pollution control equipment, if Bostitch continues its staple and nail operations in Rhode Island. Bostitch shall not be required to install add-on controls or any other compliance procedures other than the ones being pursued under the Proposal provided that it can demonstrate timely achievement of the technologies set forth in the Proposal.


16. That as of January 1, 1987 and every two years thereafter, Bostitch shall undergo a RACT review until its VOC emissions, from the operations addressed herein, are less than 100 tons per year (excluding degreasing).
17. That Bostitch shall allow authorized representatives of the Division access to the facility at reasonable times for the purpose of determining compliance with this Agreement.
18. The Division acknowledges that the low/no solvent technologies implemented at Bostitch pursuant to this Agreement are proprietary in nature and constitute a trade secret. Also, the manufacturing processes employed by Bostitch also constitute proprietary information. The Division further agrees not to disclose to any non-regulatory party the details of the technologies including formulations, processes, test results, daily records or reports, and the like, and any information relative to Bostitch's actual manufacturing processes. If the Division determines that any information is not proprietary or a trade secret, it shall give Bostitch ten days' written notice of the information it intends to disclose. Bostitch shall have the right to challenge the Division's decision in a court of competent jurisdiction.
19. That execution of this Agreement by Bostitch does not constitute an admission that it has violated any federal, state or local regulation, ordinance or ruling. Bostitch is entering into this Agreement to ensure that its VOC emissions are reduced to a level which satisfies the meaning of RACT.
- ~~20. That as long as Bostitch is following the timetables outlined in its Proposal and is meeting its stated objectives therein, the Company will be considered to be in compliance with Air Pollution Control Regulation No. 15, and the Division will not pursue Bostitch for any remedy based on VOC emissions (exclusive of degreasing operations).~~

The Division reserves its right to enforce or pursue any remedy against Bostitch authorized by law for failure to comply with the terms and conditions of this Agreement in a court of competent jurisdiction. Bostitch does not waive its right to challenge the enforcement of this Agreement if it believes that the Division is acting improperly in seeking enforcement.

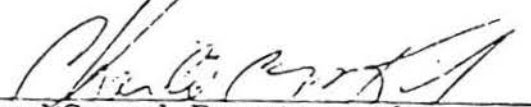
It is hereby agreed and understood by the parties that the implementation of said procedures and execution of this Agreement does not relieve Bostitch of the need to comply with applicable federal, state or local laws, regulations or ordinances. Execution of this Agreement does not abrogate the rights of substantially affected parties who are not subject to this Agreement.

FOR THE DIRECTOR:

6 June 1985
Date


Thomas D. Getz, Acting Chief
Division of Air & Hazardous Materials


6/6/85
Date


Legal Counsel, Department of
Environmental Management

Bostitch hereby agrees to the above terms in this Agreement, which becomes effective immediately upon execution of this document. The undersigned certifies that he has authority to execute this Agreement on behalf of Bostitch.

FOR BOSTITCH DIVISION OF TEXTRON:

JUNE 3, 1985
Date


James Hubbard
Vice President Manufacturing