

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

IN RE:

Hoechst Celanese Corporation
500 Washington Street
Coventry, Rhode Island 02816

In Reference to A.H. File No. 95-62-AP

CONSENT AGREEMENT

This Consent Agreement is entered by and between the Department of Environmental Management, Division of Air Resources (hereinafter "the Division") and Hoechst Celanese Corporation, 500 Washington Street, Coventry, RI (hereinafter "Hoechst") pursuant to the Rhode Island Clean Air Act, Chapter 23-23 of the General Laws of Rhode Island, as amended, 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 an alternative "Reasonably Available Control Technology" ("RACT") determination pursuant to Section 27.4.8 of Air Pollution Control Regulation No. 27, which became effective 1 February 1994.

Hoechst is regulated under Air Pollution Control Regulation No. 27, entitled "Control of Nitrogen Oxides Emissions". In order to assure that Hoechst complies and continues to comply with the provisions of Air Pollution Control Regulation No. 27, the Division and Hoechst hereby agree as follows:

1. That the Division has jurisdiction over the subject matter of this Consent Agreement and over the parties consenting to this Consent Agreement.
2. That Hoechst 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 Hoechst, its officers, directors, agents, servants, employees, operators, successors, and assignees and all persons, firms, and corporations acting under, through, and for it.

4. Hoechst warrants that, at its Coventry facility, the following NO_x emitting equipment is the only equipment subject to the requirements of Regulation No. 27:

Industrial Boilers

<u>Boiler ID</u>	<u>Contract Serial #</u>	<u>Type of Fuel Combusted</u>	<u>Maximum Heat Input Capacity (MMBTU/HR)</u>
Upper Boiler	B & W FM2364	#6 Fuel Oil	72.1
		Natural Gas	75.8
Lower #1	B & W FM2148	#6 Fuel Oil	63.3
		Natural Gas	66.5
Lower #2	B & W FM1938	#6 Fuel Oil	63.3
		Natural Gas	66.5

Spray Dryers

<u>Dryer ID</u>	<u>Type of Fuel Combusted</u>	<u>Maximum Heat Input Capacity (MMBTU/HR)</u>
D500	Natural Gas	Under 10
	Propane	Under 10

D501	Natural Gas	Under 10
	Propane	Under 10
D502	Natural Gas	Under 10
	Propane	Under 10
FSD	Natural Gas	Under 10
	Propane	Under 10

Internal Combustion Engines

<u>Engine ID</u>	<u>Model #</u>	<u>Type of Fuel</u>	<u>Classification</u>
E-1 (435 HP)	249-0152-3	Diesel	Emergency standby generator
E-6 (425 HP)	500FDR7118HH W	Diesel	Emergency standby generator

5. That, the three (3) B & W boilers, contract serial numbers FM2148, FM1938, and FM2364 (Lower #1, Lower #2 and Upper #3), shall not exceed the NO_x emission limitation of 0.10 lbs per million BTU of heat input when operated on natural gas, in accordance with Subsection 27.4.2.
6. That on or after 31 May 1995, Lower #1 and #2 will not be operated on residual oil unless they are equipped with low - NO_x burners and 10% flue gas recirculation or an equivalent control, approved by the Division.
7. That Hoechst will operate the B & W boiler, model number FM2364 (Upper Boiler) on residual oil only in the event of an emergency. An emergency situation would be defined as the loss of availability of either Lower #1 or #2. Loss of

availability for either Lower #1 or Lower #2 does not include planned outages for routine maintenance performed during the ozone season. The Upper Boiler would operate on residual oil only if natural gas is not available and only during the non-ozone season. The non-ozone season being defined as the period from 1 September through 31 May.

8. That in order to demonstrate compliance with Section 7 above, Hoechst will document and keep records of the following:
 - a. The conditions causing any loss of availability of Lower #1 or #2, as well as the duration of the condition; and,
 - b. The conditions causing natural gas to be not available, including notification from the fuel supplier of the length of time that such a condition is projected to continue.

9. That Hoechst shall comply with the following compliance testing and emission monitoring requirements for the Upper Boiler in accordance with Section 27.5 as follows:
 - a. Compliance with Subsections 27.4.2 (a) will be demonstrated by emission testing for NO_x and O₂ or CO₂.
 - b. In accordance with Section 27.5.7, initial emissions testing will be conducted by 30 November 1995 and will be conducted on an annual basis thereafter to demonstrate compliance with the applicable NO_x emission

limitations. The NO_x emission limitation for the boilers while operating on natural gas is 0.10 lbs per million BTU of heat input.

- c. An emissions testing protocol will be submitted to the Division, in writing, for review and approval prior to performing compliance testing.
 - d. Test procedures used for emissions testing will be in accordance with the methods set forth in Appendix A of 40 CFR 60 or another method approved by the Division and the USEPA. The Division must be notified at least sixty days prior to beginning testing. Emissions testing will be observed by a Division representative.
 - e. Compliance with the emission limitations will be based on one hour average concentrations. The emission testing will consist of three-one hour test runs. Compliance with the emission limitation must be demonstrated for each test run.
 - f. A final report of the results of emissions testing will be submitted to the Division, in writing, no later than 60 days following the completion of the testing.
10. That additionally, for the Upper Boiler, Hoechst shall comply with the following:
- a. Hoechst shall perform a boiler tune-up on or before 31 May 1996, and at least once each subsequent year, in accordance with the procedure described in Appendix A of Air Pollution Control Regulation No. 27
 - b. Hoechst shall not exceed 322,560 gallons of residual fuel use for the boiler

during any consecutive twelve month period. If Hoechst does exceed the 322,560 gallons of residual fuel use limit, the boiler must immediately comply with the RACT requirements specified in Section 27.4.2 of Air Pollution Control Regulation No. 27. Failure to immediately comply with Subsection 27.4.2 shall subject Hoechst to enforcement actions, which may include monetary penalty.

- c. Within fifteen days of execution of this Consent Agreement, Hoechst shall install, operate and maintain a non-resetable residual fuel use meter on the boiler.
 - d. The residual fuel use meter reading shall be checked and recorded at the beginning and end of each shift during which the boiler was operated.
 - e. On a monthly basis, no later than five working days after the first of each month, Hoechst shall determine and record the total residual fuel use for the boiler for the previous twelve month period.
 - f. Hoechst shall notify the Division, in writing, within seven working days whenever the residual fuel use of the boiler exceed 322,560 gallons of residual fuel use.
11. That, the spray dryers are subject to Subsection 27.4.4, "Miscellaneous Stationary Sources". Since the potential to emit for each dryer is less than 10 tons per year the Division has determined that NO_x control technology for the spray dryers is not economically feasible at this time.

12. That, for the internal combustion engines, Hoechst shall comply with the following:
 - a. Hoechst shall not exceed 500 hours of operation for each engine listed in Item 4 during any consecutive twelve month period. If Hoechst does exceed the 500 hours of operation limit, the engine must immediately comply with the RACT requirements specified in Subsection 27.4.3 of Air Pollution Control Regulation No. 27. Failure to immediately comply with Subsection 27.4.3 shall subject Hoechst to enforcement actions, which may include monetary penalty.
 - b. Within fifteen days of execution of this Consent Agreement, Hoechst shall install, operate and maintain a non-resettable elapsed time meter for each engine.
 - c. The elapsed time meter reading shall be checked and recorded at the beginning and end of each shift during which the engine was operated.
 - d. On a monthly basis, no later than five working days after the first of each month, Hoechst shall determine and record the total hours of operation for each engine for the previous twelve month period.
 - e. Hoechst must notify the Division, in writing, within seven working days whenever the hours of operation exceed 500 hours in any consecutive twelve month period for either engine.
 - f. Hoechst must maintain records and certify that the ignition timing of the

engine has been inspected and adjusted at least once every three years.

13. That Hoechst will comply with the following compliance testing and emission monitoring requirements for Lower #1 and Lower #2 boilers in accordance with Section 27.5 as follows:
 - a. Compliance with Subsections 27.4.2 (a) and (b) will be demonstrated by emission testing for NO_x and O₂ or CO₂.
 - b. In accordance with Section 27.5.7, initial emissions testing will be conducted by 30 November 1995 and will be conducted on an annual basis thereafter to demonstrate compliance with the applicable NO_x emission limitations. The NO_x emission limitation for the boilers while operating on natural gas is 0.10 lbs per million BTU of heat input. Unit specific emission limitations will be established for Lower #1 and #2 after the initial testing of the units while operating on residual fuel oil.
 - c. An emissions testing protocol will be submitted to the Division, in writing, for review and approval prior to performing compliance testing.
 - d. Test procedures used for emissions testing will be in accordance with the methods set forth in Appendix A of 40 CFR 60 or another method approved by the Division and the USEPA. The Division must be notified at least sixty days prior to beginning testing. Emissions testing will be observed by a Division representative.
 - e. Compliance with the emission limitations will be based on one hour

average concentrations. The emission testing will consist of three - one hour test runs. Compliance with the emission limitation must be demonstrated for each test run.

f. A final report of the results of emissions testing will be submitted to the Division, in writing, no later than 60 days following the completion of the testing.

14. That for the industrial boilers, Hoechst shall comply with the recordkeeping and reporting requirements contained in 27.6.3, 27.6.5, and 27.6.7, as revised.
15. That Hoechst shall maintain any and all records required by this Consent Agreement for a period of five years and these records shall be available for inspection by the Division and the United States Environmental Protection Agency upon request for the purpose of determining compliance with this Consent Agreement and in accordance with Section 27.6.11.
16. That it is agreed and understood by the parties that the implementation of the requirements of this Consent Agreement does not relieve Hoechst from compliance with any and all other requirements of the Rhode Island Clean Air Act and applicable State and Federal Air Pollution Control Regulations or with any applicable State and Federal Air Pollution Control Regulations that become effective and/or amended subsequent to the execution of this Consent Agreement.

17. 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 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 Director:

20 Nov 95
Date

Stephen Majkut
Stephen Majkut, Chief
Division of Air Resources

Hoechst hereby agrees to the above Consent Agreement, which becomes effective immediately upon being entered and issued.

Hoechst Celanese Corporation
Authorized Representative:

Nov 15, 1995
Date

David J. Fenner
Signature
Plant Manager
Title