

**ARKANSAS DEPARTMENT OF ENERGY AND ENVIRONMENT,
DIVISION OF ENVIRONMENTAL QUALITY**

IN THE MATTER OF:

AFIN: 26-00273

LIS No. 23-061

TRIUMPH AIRBORNE STRUCTURES, LLC
115 CENTENNIAL DRIVE
HOT SPRINGS, AR 71913

CONSENT ADMINISTRATIVE ORDER

This Consent Administrative Order (CAO) is issued pursuant to the authority delegated under the federal Clean Air Act, 42 U.S.C. § 7401 *et seq.*, and the federal regulations issued thereunder. In addition, this CAO is issued pursuant to the authority of the Arkansas Water and Air Pollution Control Act (the Act), Ark. Code Ann. § 8-4-101 *et seq.*, Arkansas Pollution Control and Ecology Commission (APC&EC) Rule 7, APC&EC Rule 8, APC&EC Rule 18, and APC&EC Rule 19.

The issues herein having been settled by agreement of Triumph Airborne Structures, LLC (Respondent) and the Chief Administrator of the Division of Environmental Quality (DEQ), it is hereby agreed and stipulated that the following FINDINGS OF FACT and ORDER AND AGREEMENT be entered.

FINDINGS OF FACT

1. Respondent owns and operates a miscellaneous surface coating and repair operation of aircraft structural parts facility located at 115 Centennial Drive in Hot Springs, Garland County, Arkansas.
2. The Air Permit referenced in this CAO is 1580-AR-6 (the Permit). The Permit was issued on June 8, 2021.

3. Ark. Code Ann. § 8-4-217(a)(3) provides:

(a) It shall be unlawful for any person to:

...

(3) Violate any provisions of this chapter or of any rule or order adopted by the Arkansas Pollution Control and Ecology Commission under this chapter or of a permit issued under this chapter by the Division of Environmental Quality;

4. Ark. Code Ann. § 8-4-103(c)(1)(A) provides, “Any person that violates any provision of this chapter and rules, permits, or plans issued pursuant to this chapter may be assessed an administrative civil penalty not to exceed ten thousand dollars (\$10,000) per violation.”

5. Pursuant to Ark. Code Ann. § 8-4-103(c)(1)(B) as referenced by Ark. Code Ann. § 8-4-304, “Each day of a continuing violation may be deemed a separate violation for purposes of penalty assessment.”

6. In a letter dated October 20, 2022, Respondent requested consideration under DEQ’s Environmental Self-Disclosure Incentive Policy (Policy) for the disclosure of the non-compliance issues associated with its facility.

7. In the self-disclosure letter, Respondent provided the following:

- a. During a monthly audit of records, Respondent discovered that the differential gas pressure drop of Beverly Pacific Packed Bed Scrubber #2 (SN-06) was 0.5 inches of H₂O.
- b. A silencer installed as part of SN-06 had visible signs of corrosion. The corroded silencer impeded the airflow, preventing achievement of the required differential gas pressure drop.
- c. Respondent reached out to a third-party supplier to fabricate a new muffler to replace the corroded silencer. At the time of the disclosure, the estimated lead

time to receive the muffler was listed as 8 to 9 weeks.

8. Specific Condition 18 states that the SN-06 scrubber shall be kept in good working condition, shall operate continuously whenever its tanks or lines are operating, and shall be monitored to meet the following operating limit:

Source Number	Control Equipment and Air Flow	Primary Parameters	Operating Limits Per Manufacturer's Specification and Design
06	Beverly Pacific Packed Bed Scrubber #2 for Deoxidizing Tank with 11,370 CFM of air (installed about 1994)	Differential Gas Pressure Drop	Range 1 to 1.5 inches of H ₂ O

9. A review of the self-disclosure letter indicated that Respondent failed to maintain the differential gas pressure drop range at SN-06. Such a failure violates Specific Condition 18 of the Permit and therefore violates Ark. Code Ann. § 8-4-217(a)(3) as referenced by Ark. Code Ann. § 8-4-304.

10. In correspondence dated December 19, 2022, DEQ informed Respondent that it had met all eight (8) conditions of the Policy; therefore, DEQ may mitigate up to 100% of the gravity-based component of any administrative penalty in a CAO regarding the self-disclosed violations.

11. In correspondence dated January 19, 2023, Respondent provided that, while it had replaced the corroded silencer with a piece of stack material in December 2022, the differential gas pressure drop was still incorrect.

12. On April 24, 2023, DEQ mailed a proposed CAO to Respondent.

13. In correspondence dated May 15, 2023, in response to the proposed CAO, Respondent requested an amendment to the proposed CAO. Respondent requested to conduct performance testing instead of pressure drop testing at SN-06 and to submit a permit modification

application based on the performance test results for SN-06.

14. In correspondence dated May 16, 2023, DEQ informed Respondent that the draft CAO would be amended to accept the request.

ORDER AND AGREEMENT

WHEREFORE, Respondent, neither admitting nor denying the factual and legal allegations contained in this CAO, and DEQ do hereby agree and stipulate as follows:

1. Within fifteen (15) calendar days of the effective date of this CAO, Respondent shall submit a corrective action plan and schedule regarding the violation of Specific Condition 18.
2. Within thirty (30) calendar days of the effective date of this CAO, Respondent shall conduct performance testing at SN-06 while operating at a pressure drop of 0.5 inches of H₂O.
3. Within thirty (30) calendar days after the completion of testing at SN-06, Respondent shall submit the test results.
4. Within sixty (60) calendar days of the effective date of this CAO, Respondent shall submit a permit modification application to reflect the results of the performance testing at SN-06.
5. The corrective action plan and test results shall be submitted to:

DEQ, Office of Air Quality
Enforcement Program
5301 Northshore Drive
North Little Rock, Arkansas 72118-5317.

6. All applicable submissions required by this CAO are subject to approval by DEQ. In the event of any deficiency, Respondent shall, within fifteen (15) calendar days of notification by DEQ, submit any additional information requested. Failure to respond adequately 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.

7. Failure to meet the limits, requirements, or deadlines of this CAO or the applicable approved schedules provided for herein constitutes a violation of this CAO. If Respondent fails to meet any limits, requirements, or deadlines, Respondent shall pay, on demand, to DEQ civil penalties according to the following schedule:

- | | |
|--|----------------|
| (a) First day through the fourteenth day: | \$100 per day |
| (b) Fifteenth day through the thirtieth day: | \$500 per day |
| (c) More than thirty days: | \$1000 per day |

Stipulated penalties shall be paid within thirty (30) calendar days of receipt of DEQ's demand to Respondent 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 that may be available to DEQ by reason of Respondent's failure to comply with the requirements of this CAO. DEQ reserves its rights to collect other penalties and fines pursuant to its enforcement authority in lieu of the stipulated penalties set forth above.

8. If any event, including, but not limited to, an occurrence of nature, causes or may cause a delay in the achievement of compliance by Respondent with the requirements or deadlines of this CAO, Respondent shall notify DEQ 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.

9. DEQ may grant an extension of any provision of this CAO, provided that Respondent 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 Respondent. 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 beyond the control of and without the fault of Respondent and the length of the delay attributable to such circumstances shall rest with Respondent. Failure to notify DEQ promptly, as provided in the previous Paragraph of the ORDER AND AGREEMENT, shall be grounds for a denial of an extension.

10. This CAO is subject to public review and comment in accordance with Ark. Code Ann. § 8-4-103(d). However, this CAO shall become effective upon execution by Respondent and the Director of DEQ.

11. As provided by APC&EC Rule 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.

12. Nothing contained in this CAO shall relieve Respondent of any obligations imposed by any other applicable local, state, or federal laws. Except as specifically provided herein, nothing contained in this CAO shall be deemed in any way to relieve Respondent of responsibilities contained in the permit.

13. Nothing in this CAO shall be construed as a waiver by DEQ of its enforcement authority over alleged violations not specifically addressed herein. In addition, this CAO neither exonerates Respondent from any past, present, or future conduct that is not expressly addressed herein, nor relieves Respondent of the responsibilities for obtaining any necessary permits.

14. By virtue of the signature appearing below, the individual represents that he or she is a Managing Member of Respondent, being duly authorized to execute and bind Respondent to the

terms contained herein. Execution of this CAO by an individual other than a Managing Member of Respondent shall be accompanied by a resolution granting signature authority to said individual as duly ratified by the governing body of the entity.

SO ORDERED THIS 14th DAY OF August, 2023.



CALEB J. OSBORNE
DIVISION OF ENVIRONMENTAL QUALITY, DIRECTOR
CHIEF ADMINISTRATOR, ENVIRONMENT
ARKANSAS DEPARTMENT OF ENERGY & ENVIRONMENT

APPROVED AS TO FORM AND CONTENT:

TRIUMPH AIRBORNE STRUCTURES, LLC

BY: K Wilson (Signature)

Kate Wilson (Typed or printed name)

TITLE: General Manager

DATE: August 1, 2023