COMMONWEALTH of VIRGINIA

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STATE AIR POLLUTION CONTROL BOARD ENFORCEMENT ACTION - ORDER BY CONSENT ISSUED TO MW MANUFACTURERS INC. FOR ITS ROCKY MOUNT, VIRGINIA FACILITY Registration No. 30386

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code §§ 10.1-1309 and -1316, between the State Air Pollution Control Board and MW Manufacturers Inc., regarding its Rocky Mount, Virginia facility, for the purpose of resolving certain violations of the Virginia Air Pollution Control Law and the applicable permit(s) and regulations.

SECTION B: Definitions

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "Board" means the State Air Pollution Control Board, a permanent citizens' board of the Commonwealth of Virginia, as described in Va. Code §§ 10.1-1184 and -1301.

2. "BRRO" means the Blue Ridge Regional Office of DEQ, located in Roanoke, Virginia.

3. "CFR" means the Code of Federal Regulations, as incorporated into the Regulations.

4. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia, as described in Va. Code § 10.1-1183.

5. "Director" means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.

6. "DVP" means Dual Vacuum/Pressure.

7. "Facility" means the MW Manufacturers Inc. facility, located at 433 North Main Street, Rocky Mount, Franklin County, Virginia.

8. "MW" means MW Manufacturers Inc., a corporation authorized to do business in Virginia and its affiliates, partners, and subsidiaries. MW is a "person" within the meaning of Va. Code § 10.1-1300.

9. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 10.1-1309.

10. "NSR Permit" means a New Source Review permit to construct/modify and operate a stationary source of air pollution, which was issued under the Virginia Air Pollution Control Law and the Regulations to MW on January 11, 2011 (superseding a 2007 NSR permit).

11. "Order" means this document, also known as a "Consent Order" or "Order by Consent," a type of Special Order under the Virginia Air Pollution Control Law.

12. "PCE" means a partial compliance evaluation by DEQ staff.

13. "Regulations" or "Regulations for the Control and Abatement of Air Pollution" mean 9 VAC 5 chapters 10 through 80.

14. "Report" means the Annual Update of Emissions submitted to the Department for calendar year 2012.

15. "T5 Permit" means a Title V permit to operate a stationary source of air pollution, which was issued under the Virginia Air Pollution Control Law and the Regulations to MW on October 11, 2007.

16. "Va. Code" means the Code of Virginia (1950), as amended.

17. "VAC" means the Virginia Administrative Code.

18. "Virginia Air Pollution Control Law" means Chapter 13 (§ 10.1-1300 *et seq.*) of Title 10.1 of the Va. Code.

19. "VEE" means a Visible Emissions Evaluation, as determined by EPA Method 9 (*see* 40 CFR 60, Appendix A).

20. "VOC" means volatile organic compound.

21. "Warning Letter" or "WL" means a type of Notice of Alleged Violation under Va. Code § 10.1-1309.

SECTION C: Findings of Fact and Conclusions of Law

1. MW owns and operates a residential and commercial windows manufacturing facility in Rocky Mount, Virginia.

2. The Department issued a T5 Permit to MW on October 11, 2007 which authorizes MW to construct and operate a stationary source of air pollution. The T5 Permit contains conditions and enumerates emission limitations on the air emissions from the Facility.

3. The Department issued a NSR Permit to MW on January 11, 2011 (superseding a 2007 NSR permit) which authorizes MW to construct and operate a stationary source of air pollution. The NSR Permit contains conditions and enumerates emission limitations on the air emissions from the Facility and is the basis for the emission limitations in the T5 Permit.

4. On May 31, 2013, MW submitted the Report for the year 2012. MW reported that the VOC emissions from the DVP wood preservative system were 82.91 tons for calendar year 2012.

5. On June 3, 2013, Department staff conducted a PCE of the Facility by reviewing the Report for compliance with the requirements of the Virginia Air Pollution Control Law, the Permit, and the Regulations. Based on the evaluation, Department staff made the observation that the VOC emissions from the DVP wood preservative system were 82.91 tons for calendar year 2012 and MW is limited by its T5 Permit and NSR Permit to emit no more than 34.3 tons/year.

6. Condition IV.A.2 of the T5 Permit dated October 11, 2007 states that VOC emissions from the operation of the DVP wood preservative system shall not exceed 34.3 tons/year (VOCs (Stack) - 3.6 tons/year + VOCs (Storage/Drying) - 30.7 tons/year = 34.3 tons/year).

7. On June 27, 2013, based on the PCE, the Department issued Notice of Violation No. AWCO #8733 to MW for the violations described in paragraphs C(4) through C(6), above.

8. On July 16, 2013, Department staff met with representatives of MW to discuss the violation listed in the NOV.

9. Based on the results of the June 3, 2013 PCE, the Board concludes that MW has violated T5 Permit condition IV.A.2, as described in paragraphs C(4) through C(6), above.

10. MW submitted permit applications to the Department on May 28, 2013 to modify the NSR permit and the T5 permit and those submittals verify that the violation described in paragraphs C(4) and C(5), above, have been corrected.

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code §§ 10.1-1309 and -1316, the Board orders MW, and MW agrees to pay a civil charge of 18,973.50 within 30 days of the effective date of the Order in settlement of the violations cited in this Order.

Payment shall be made by check, certified check, money order or cashier's check payable to the "Treasurer of Virginia," and delivered to:

Receipts Control
Department of Environmental Quality
Post Office Box 1104
Richmond, Virginia 23218

MW shall include its Federal Employer Identification Number (FEIN) 63-0400153 with the civil charge payment and shall indicate that the payment is being made in accordance with the requirements of this Order for deposit into the Virginia Environmental Emergency Response Fund (VEERF). If the Department has to refer collection of moneys due under this Order to the Department of Law, MW shall be liable for attorneys' fees of 30% of the amount outstanding.

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend this Order with the consent of MW for good cause shown by MW, or on its own motion pursuant to the Administrative Process Act, Va. Code § 2.2-4000 *et seq.*, after notice and opportunity to be heard.

2. This Order addresses and resolves only those violations specifically identified in Section C of this Order. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility; or (3) taking subsequent action to enforce the Order.

3. For purposes of this Order and subsequent actions with respect to this Order only, MW admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.

4. MW consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.

5. MW declares it has received fair and due process under the Administrative Process Act and the Virginia Air Pollution Control Law and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to modify, rewrite, amend, or enforce this Order.

6. Failure by MW to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.

7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.

8. MW shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other unforeseeable circumstances beyond its control and not due to a lack of good faith or diligence on its part. MW shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. MW shall notify the DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:

   a. the reasons for the delay or noncompliance;

   b. the projected duration of any such delay or noncompliance;

   c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and

   d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

   Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition above, which the parties intend to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto and any successors in interest, designees and assigns, jointly and severally.

10. This Order shall become effective upon execution by both the Director or his designee and MW. Nevertheless, MW agrees to be bound by any compliance date which precedes the effective date of this Order.

11. This Order shall continue in effect until:

    a. The Director or his designee terminates the Order after MW has completed all of the requirements of the Order;

    b. MW petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or

    c. the Director or Board terminates the Order in his or its sole discretion upon 30 days' written notice to MW.

    Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve MW from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. Any plans, reports, schedules or specifications attached hereto or submitted by MW and approved by the Department pursuant to this Order are incorporated into this Order. Any non-compliance with such approved documents shall be considered a violation of this Order.

13. The undersigned representative of MW certifies that he or she is a responsible official authorized to enter into the terms and conditions of this Order and to execute and legally bind MW to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of MW.

14. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.

15. By its signature below, MW Manufacturers Inc. voluntarily agrees to the issuance of this Order.

And it is so ORDERED this 19th day of September 2013.

Robert J. Weld, Regional Director
Department of Environmental Quality

MW Manufacturers Inc. voluntarily agrees to the issuance of this Order.

Date: 9/13/13

By: _____
Brian O'Neil
Senior Vice President of Operations
MW Manufacturers Inc.

Commonwealth of ~~Virginia~~ North Carolina
City/County of Wake

The foregoing document was signed and acknowledged before me this 13 day of September, 2013, by Brian O'Neil who is the Senior Vice President of Operations of MW Manufacturers Inc., on behalf of the corporation.

JESSICA HILTZ
NOTARY PUBLIC
WAKE COUNTY, NC

_____
Notary Public

2009320001 41
Registration No.

My commission expires: 11/15/14

Notary seal: