



# COMMONWEALTH of VIRGINIA

## DEPARTMENT OF ENVIRONMENTAL QUALITY

W. Tayloe Murphy, Jr.  
Secretary of Natural Resources

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Robert G. Burnley  
Director

Richard F. Weeks, Jr.  
Regional Director

### STATE AIR POLLUTION CONTROL BOARD ENFORCEMENT ACTION A SPECIAL ORDER BY CONSENT ISSUED TO GLOBAL STONE JAMES RIVER, INC. REGISTRATION NUMBER 20320

#### SECTION A: Purpose

This is a Consent Special Order issued under the authority of Va. Code § 10.1-1307.D, 10.1-1309, 10.1-1184, § 10.1-1316.C and 10.1-1186.2, between the State Air Pollution Control Board and Global Stone James River, Inc. for the purpose of resolving certain violations of State Air Pollution Control Laws and regulations.

#### SECTION B: Definitions

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

1. "Va. Code" means the Code of Virginia (1950), as amended.
2. "Board" means the State Air Pollution Control Board, a permanent collegial body of the Commonwealth of Virginia as described in Code §§ 10.1-1301 and 10.1-1184
3. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia as described in Va. Code § 10.1-1183.
4. "Director" means the Director of the Department of Environmental Quality.
5. "Order" means this document, also known as a Consent Order.
6. "Global Stone James River, Inc." means the corporation certified to do business in Virginia and its affiliates, partners, subsidiaries, and parents.

7. "Facility" means the structure owned by Global Stone James River, Inc. located at State Route 40 in Buchanan, Virginia.
8. "WCRO" means the West Central Regional Office of DEQ, located in Roanoke, Virginia.
9. "Permit" means stationary source permit issued to Global Stone James River, Inc. which became effective 1/29/02.
10. "O&M" means operations and maintenance.

### **SECTION C: Findings of Fact and Conclusions of Law**

1. Global Stone James River, Inc. owns and operates the Facility subject to the Permit.
2. The Facility is a stationary source as defined by 9 VAC 5-10-10.
3. DEQ has noted apparent violations of the Air Pollution Control Law and regulations at the Facility. These problems, noted in a Notice of Violation issued by DEQ on 4/25/02, include:

On 4/18/02, DEQ staff observed excessive fugitive dust emissions from the haul roads, within and surrounding the Facility. Staff located the water truck used to suppress fugitive dust. Staff's observations are listed below:

- A. At arrival, staff observed that both water trucks were parked, not in operation, nor in the process of being refilled with water.
- B. Staff observed the area of haul roads where excessive fugitive dust was being generated.
- C. Staff was informed and observed that moisture was being retained in some shaded areas of the roads, providing evidence that water had been applied during that day.
- D. Staff was informed that the water truck was not in operation during the normal lunch break period of quarry truck drivers and during a period of reduced quarry truck traffic during a quarry blast. The period of time not in operation prior and during my investigation was approximately two hours. The details of the time frame of water truck operations were part of the compliance evaluation in determining the magnitude of period of noncompliance. The water truck was not operational and controlling dust in a reasonable manner

recognize and acknowledge that this alleged non-compliance occurrence, was during a brief period of time and not during all operating hours that day.

The aforementioned observations indicate that the following regulatory requirements have been violated:

- A. 9 VAC 5-50-90 of the State Air Pollution Board Regulations Standard for Fugitive Dust/Emissions – failure to take reasonable precautions to prevent particulate matter from becoming airborne.
- B. Permit Condition #3 (c.) of the Permit states that “Dust from haul roads and traffic areas shall be controlled by the application of asphalt, water, suitable chemicals, or other equivalent methods approved by DEQ.”

#### **SECTION D: Agreement and Order**

Accordingly the State Air Pollution Control Board, by virtue of the authority granted it pursuant to Va. Code §§10.1-1309 and 10.1-1316, and after consideration of the factors set forth in Va. Code § 10.1-1186.2, orders Global Stone James River, Inc., and Global Stone James River, Inc., agrees, to perform the actions described below and in Appendix A of this Order. In addition, the Board orders Global Stone James River, Inc., and Global Stone James River, Inc., voluntarily agrees to pay a civil charge of **\$5,880.00** in settlement of the violations cited in this Order.

1. **\$1470.00** of this civil charge shall be paid within 30 days of the effective date of this Order. Payment shall be made by check, certified check, money order or cashier's check payable to the “Treasurer of Virginia”, delivered to:

Receipts Control  
Department of Environmental Quality  
Post Office Box 10150  
Richmond, Virginia 23240

The payment shall include Global Stone James River, Inc.’s Federal ID number and shall state that it is being tendered in payment of the civil charges assessed under this Order.

2. **\$4,410.00** of this civil charge shall be satisfied upon completion by Global Stone James River Inc. of a Supplemental Environmental Project (SEP) pursuant to Virginia Code 10.1-1186.2 and as described in Appendix A of this Order.
3. The Department has the sole discretion to determine whether the SEP has been completed in a satisfactory manner.

4. Should the Department determine that the SEP has not been completed in a satisfactory manner, the Department shall notify Global Stone James River, Inc. of such determination in writing. Within 30 days of such notification, Global Stone James River, Inc. shall pay the amount specified in Paragraph 2 above in accordance with the procedures specified in Paragraph 1 above.

#### **SECTION E: Administrative Provisions**

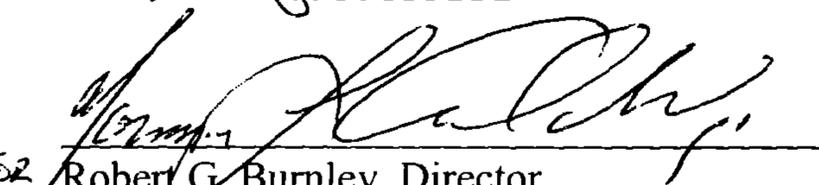
1. The Board may modify, rewrite, or amend the Order with the consent of Global Stone James River, Inc., for good cause shown by Global Stone James River, Inc., or on its own motion after notice and opportunity to be heard.
2. This Order only addresses and resolves those violations specifically identified herein, including those matters addressed in the Notice of Violation issued to Global Stone James River, Inc. by DEQ on 4/25/02. 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 as may be authorized by law; or (3) taking subsequent action to enforce the Order. This Order shall not preclude appropriate enforcement actions by other federal, state, or local regulatory authorities for matters not addressed herein.
3. For purposes of this Order and subsequent actions with respect to this Order, Global Stone James River, Inc. admits the jurisdictional allegations, factual findings, and conclusions of law contained herein.
4. Global Stone James River, Inc. 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. Global Stone James River, Inc., declares it has received fair and due process under the Administrative Process Act, Va. Code §§ 9-6.14:1 *et seq.*, and the 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 enforce this Order.
6. Failure by Global Stone James River, Inc. 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. Global Stone James River, Inc., 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 occurrence. Global Stone James River, Inc. shall show that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Global Stone James River shall notify the DEQ Regional Director in writing 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 within 24 hours 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, their 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 Global Stone James River, Inc.. Notwithstanding the foregoing, Global Stone James River, Inc., agrees to be bound by any compliance date, which precedes the effective date of this Order.
11. This Order shall continue in effect until the Director or Board terminates the Order in his or its sole discretion upon 30 days written notice to Global stone James River, Inc.. Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Global Stone James River, Inc., from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.
12. By its signature below, Global Stone James River. Inc. voluntarily agrees to the issuance of this Order.

And it is so ORDERED this day of August 2, 2002.

  
for Robert G. Burnley, Director  
Department of Environmental Quality

Global Stone James River, Inc., voluntarily agrees to the issuance of this Order.

By: H. A. Lewis

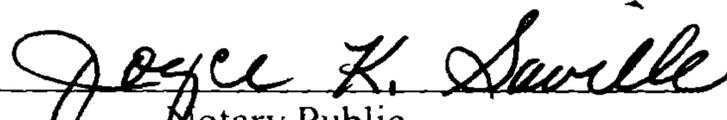
Date: 7/31/02

Commonwealth of Virginia

City/County of Botetourt

The foregoing document was signed and acknowledged before me this 31 day of July, 2002, by H. A. Lewis, who is  
(name)

Gen. Manager of Global Stone James River, Inc., on behalf of the corporation.  
(title)

  
Notary Public

My commission expires: Dec. 31, 2004.

## Appendix A.

### SUPPLEMENTAL ENVIRONMENTAL PROJECT

1. The SEP to be performed by Global Stone James River Inc. is a Paving Project. This Paving Project will commence within 10 weeks of the effective date of this Order. This Paving Project will be completed within 12 weeks of the effective date of this Order.
2. The Paving Project will begin at the current unpaved section of the entrance and extending the pavement 200ft. in length and 40ft. in width. The paving surface applied will total approximately 8000 sq.ft..
3. Global Stone James River, Inc. certifies that they have not commenced performance of the SEP prior to the identification of the violations cited in this Consent Order and the approval of the SEP by the Department.
4. The net cost of the SEP to Global Stone shall not be less than \$4,410.00. In the event that the final net cost of the SEP is less than this amount, Global Stone James River, Inc. shall pay the remainder of the amount in accordance with Paragraph D. 3. of this Order to the Commonwealth of Virginia, unless otherwise agreed to by the Department. Net costs shall mean the costs of the project minus any tax savings, grants and first-year operation cost reductions or other efficiencies.
5. Global Stone James River, Inc. acknowledges that it is solely responsible for completion of the SEP project. Any transfer of funds, tasks, or otherwise by Global Stone James River, Inc. to a third party, shall not relieve Global Stone James River Inc. of its responsibility to complete the SEP as contained in this Order.
6. Global Stone James River, Inc. shall provide the Department with written verification of completion of the SEP. The project completion report must be submitted to the Department within 7 days from the completion of the Order.
7. Global Stone James River, Inc. shall submit written verification to the Department in the form of a certified statement itemizing costs, invoices and proof of payment, or similar documentation of the final overall and net cost of the SEP within 7 days of the project completion date. This can be attached to the SEP completion letter. For the purposes of this submittal, net costs can be either the actual final net costs or the projected net costs if such projected net costs statement is accompanied by a CPA certification or certification from Global Stone James River, Inc.'s Chief Financial Officer concerning the projected tax savings, grants or first-year operation cost reductions or other efficiencies.

8. In the event that Global Stone James River, Inc. publishes the SEP or the results of the SEP, Global Stone James River, Inc. shall state in a prominent manner that the project is part of a settlement for an enforcement action.
  
9. Documents to be submitted to the Department, other than the civil charge payment described in Section D of the Order, shall be sent to:

Robert W. Saunders  
Department of Environmental Quality  
West Central Regional Office  
3019 Peters Creek Road  
Roanoke, VA 24019