ENTERED

COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

W. Tayloe Murphy, Jr.
Secretary of Natural Resources

West Central Regional Office
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Robert G. Burnley
Director

Steven A. Dietrich
Regional Director

STATE AIR POLLUTION CONTROL BOARD ENFORCEMENT ACTION
A SPECIAL ORDER BY CONSENT
ISSUED TO
Hooker Furniture Corp.

SECTION A: Purpose

This is a Consent Special Order issued under the authority of Va. Code § 10.1-1307.D, 10.1-1309, and 10.1-1184, and § 10.1-1316.C, between the State Air Pollution Control Board and Hooker Furniture Corp., 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

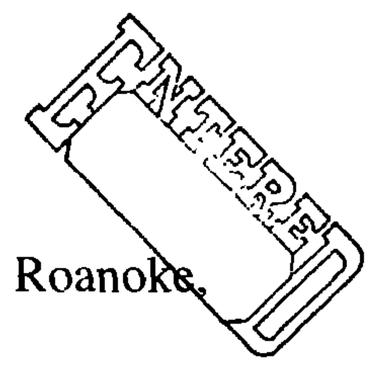
3. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia as described in Va. Code § 10.1-1183.

4. "Director" means the Director of the Department of Environmental Quality.

5. "Order" means this document, also known as a Consent Order.

6. "Hooker Furniture Corp." means the corporation certified to do business in Virginia and its affiliates, partners, subsidiaries, and parents.

7. "Facility" means the structure at E. Church & Hooker Street located in Martinsville, Virginia.



8. "WCRO" means the West Central Regional Office of DEQ, located in Roanoke, Virginia.

9. "O&M" means operations and maintenance.

SECTION C: Findings of Fact and Conclusions of Law

1. Hooker Furniture Corp. owns and operates a facility in E. Church & Hooker Street in Martinsville, Virginia. This facility is the subject of a November 26, 2002 Virginia Title V Operating permit, which allows the operation of a wood furniture manufacturing facility.

2. DEQ has noted an apparent violation of the Air Pollution Control Law and Regulations. These problems, noted in a Notice of Violation issued by DEQ on April 14, 2003, include:

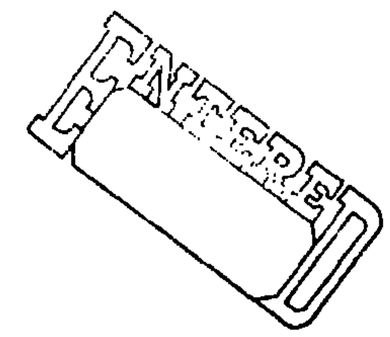
   a. On April 8, 2003, staff observed excess visible emissions from the #3 Bigelow boiler stack. Staff conducted a visible emission evaluation per Reference Method 9. The results of the visible emission evaluation (attached) found the source to be exceeding the 20% opacity limit specified in Condition IIIA-B3 #4 for three six-minute periods. The average opacity for the three consecutive six-minute periods was 34%, 34%, and 37% respectively.

SECTION D: Agreement and Order

Accordingly, the Board, by virtue of the authority granted it in Va. Code §10.1-1307.D, 10.1-1184 and §10.1-1316.C, orders Hooker Furniture Corp., and Hooker Furniture Corp. agrees, to perform the actions described in Appendix A of this Order.

In addition, the Board orders Hooker Furniture Corp., and Hooker Furniture Corp. voluntarily agrees, to pay a civil charge of **$1,589** 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 payable to the "Treasurer of Virginia", delivered to:

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



SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend the Order with the consent of Hooker Furniture Corp., for good cause shown by Hooker Furniture Corp., 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 Hooker Furniture Corp. by DEQ on April 14, 2003. 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, Hooker Furniture Corp. admits the jurisdictional allegations, factual findings, and conclusions of law contained herein.

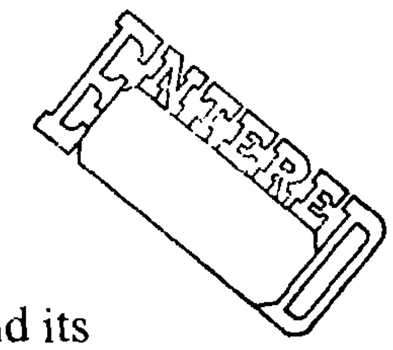
4. Hooker Furniture Corp. consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.

5. Hooker Furniture Corp. declares it has received fair and due process under the Administrative Process Act, Va. Code §2.2-4000, 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 Hooker Furniture Corp. 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. Hooker Furniture Corp. 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.



Hooker Furniture Corp. shall show that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Hooker Furniture Corp. 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 Hooker Furniture Corp. Notwithstanding the foregoing, Hooker Furniture Corp. 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 Hooker Furniture Corp.. Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Hooker Furniture Corp. 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, Hooker Furniture Corp. voluntarily agrees to the issuance of this Order.

And it is so ORDERED this day of JUNE 5, 2003.

Steven A. Dietrich for
Robert G. Burnley, Director
Department of Environmental Quality

Hooker Furniture Corp. voluntarily agrees to the issuance of this Order.

By: LEWIS CANTER

Date: 5-30-2003

Commonwealth of Virginia
City/County of Martinsville

The foregoing document was signed and acknowledged before me this 30 day of May, 2003, by Lewis Canter (name), who is VP Manufacturing (title) of Hooker Furniture Corp., on behalf of the Corporation.

B. St Isle
Notary Public

My commission expires: May 31, 2004.

APPENDIX A

Hooker Furniture Corp. shall:

1. Within **30 days** from the effective date of the Order, submit to the DEQ revised Operations & Maintenance plan for the multicyclones.