



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

Blue Ridge Regional Office

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**STATE AIR POLLUTION CONTROL BOARD
ENFORCEMENT ACTION - ORDER BY CONSENT
ISSUED TO
ADAMS CONSTRUCTION COMPANY
FOR
ADAMS CONSTRUCTION SOUTHSIDE DIVISION
Registration Number 30955**

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 Adams Construction Company, regarding Adams Construction Company Southside Division, for the purpose of resolving certain violations of the Virginia Air Pollution Control Law and the applicable permit and regulations.

SECTION B: Definitions

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

1. "Adams Construction" means Adams Construction Company a corporation authorized to do business in Virginia and its affiliates, partners, subsidiaries, and parents. Adams Construction Company is a "person" within the meaning of Va. Code § 10.1-1300
2. "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.
3. "BRRO" means the Blue Ridge Regional Office of DEQ, located in Lynchburg, Virginia.
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. “Facility” means the Adams Construction Company Southside Division facility, located at 213 Gypsum Rd. in Danville, Virginia. The Facility produces various grades of asphalt.
7. “Notice of Violation” or “NOV” means a type of Notice of Violation under Va. Code § 10.1-1309.
8. “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.
9. “Permit” means a NSR Permit to modify and operate a batch mix asphalt plant, which was issued under the Virginia Air Pollution Control Law and the Regulations to Thompson’s Inc. of Danville, VA, on June 19, 1998 (currently owned and operated by Adams Construction).
10. “Regulations” or “Regulations for the Control and Abatement of Air Pollution” means 9 VAC 5 Chapters 10 through 80.
11. “Va. Code” means the Code of Virginia (1950), as amended.
12. “VAC” means the Virginia Administrative Code.
13. “Virginia Air Pollution Control Law” means Chapter 13 (§ 10.1-1300 *et seq.*) of Title 10.1 of the Va. Code.
14. “VEE” means a Visible Emissions Evaluation, as determined by EPA Method 9 (see 40 CFR 60, Appendix A).

SECTION C: Findings of Fact and Conclusions of Law

1. Adams Construction owns and operates the Facility in Danville, Virginia. The Facility produces various grades of asphalt.
2. The Facility is the subject of the Permit which allows for the operation of a batch mix asphalt plant.
3. On July 27, 2010, August 3, 2010 and August 17, 2010, Department staff conducted onsite inspections that resulted in a Full Compliance Evaluation of the Facility for compliance with the requirements of the Virginia Air Pollution Control Law, the Permit, and the Regulations. Based on the inspection and follow-up information, Department staff made the following observations:
 - a. Wet suppression for the haul roads and stockpiles did not appear to be applied.
 - b. An 18-minute VEE was conducted on the asphalt plant baghouse exhaust stack that documented opacity above 20%. The greatest 6-minute average was 40.42% opacity.
4. Condition 4 of the Permit states: “Fugitive dust emissions from open storage stockpiles, conveying equipment and haul roads shall be controlled by wet suppression or other reasonable methods so as to prevent particulate matter from becoming airborne. Trucks hauling material to or from the plant area via

public roads/highways shall be wetted or covered to prevent spilling or tracking of dirt or stone on such public roads/highways. Any dirt or stone spilled or tracked onto public roads/highways shall be promptly removed to prevent particulate matter from becoming airborne or creating a traffic hazard. (9 VAC 5-50-90 and 9 VAC 5-170-160) “

5. Condition 12 of the Permit states: “Visible emissions from the asphalt plant baghouse exhaust shall not exceed 20% opacity as determined by EPA Method 9 when product containing at least 10% RAP is being produced and shall not exceed 5% opacity as determined by EPA Method 9 at other times. This condition applies at all times except during start-up, shutdown and malfunction. (9 VAC 5-50-260 and 9 VAC 5-50-20) “
6. On August 24, 2010, based on the inspection and follow-up information, the Department issued Notice of Violation AWCRO No.76877749 to Adams Construction for the violations described in paragraphs C(3) through C(5), above.
7. On September 1, 2010, Adams Construction submitted a written response to the NOV by email.
8. On September 16, 2010, Department staff met with representatives of Adams Construction to discuss the violations.
9. On September 28, 2010, Adams Construction submitted documentation to verify the re-bagging of the baghouse.
10. Based on the results of the July 27, 2010, August 3, 2010 and August 17, 2010, inspections, the September 16, 2010, meeting, and the documentation submitted on September 28, 2010, the Board concludes that Adams Construction has violated Permit conditions 4 and 12 of the Permit, as described in paragraphs C(3) through C(5), above.
11. Adams Construction has submitted documentation and verifies that the violations described in paragraphs C(3) through C(5), above, have been corrected.

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it pursuant to Va. Code §§ 10.1-1309 and -1316, the Board orders Adams Construction, and Adams Construction agrees to pay a civil charge \$5,652 within 30 days of the effective date of this 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

Adams Construction shall include its Federal Employer Identification Number (FEIN) 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).

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend the Order with the consent of Adams Construction, for good cause shown by Adams Construction, 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, Adams Construction admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.
4. Adams Construction 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. Adams Construction 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 Adams Construction 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. Adams Construction 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. Adams Construction shall show that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Adams Construction 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 Adams Construction intends 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.

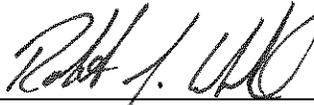
- 9. This Order is binding on the parties hereto, their successors in interest, designees and assigns, jointly and severally.
- 10. This Order shall become effective upon execution by both the Director or his designee and Adams Construction. Nevertheless, Adams Construction agrees to be bound by any compliance date which precedes the effective date of this Order.
- 11. This Order shall continue in effect until:
 - a. Adams Construction 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
 - b. the Director or Board terminates the Order in his or its sole discretion upon 30 days written notice to Adams Construction.

Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Adams Construction 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 Adams Construction 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 Adams Construction 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 Adams Construction to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Adams Construction.
- 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, Adams Construction voluntarily agrees to the issuance of this Order.

And it is so ORDERED this 15th day of November, 2010.



Robert J. Weld, Regional Director
Department of Environmental Quality

Adams Construction Company voluntarily agrees to the issuance of this Order.

Date: 11/8/10 By: [Signature] VICE PRESIDENT
(Person) (Title)

Commonwealth of Virginia,
City/County of Danville

The foregoing document was signed and acknowledged before me this 8 day of

November, 2010, by E. Scott Thompson, who is
(name)

Vice President of Adams Construction Company on behalf of the
(title)

Corporation.

[Signature]
Notary Public

7353788
Registration No.

My commission expires: 5/31/2014

Notary Seal:

