



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

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STATE AIR POLLUTION CONTROL BOARD ENFORCEMENT ACTION - ORDER BY CONSENT ISSUED TO MARUCHAN VIRGINIA, INC. Registration Number 50984

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 Maruchan Virginia, Inc. 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. "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. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia as described in Va. Code § 10.1-1183.
3. "Director" means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.

4. “FCE” means a full compliance evaluation by DEQ staff.
5. “Facility” means Maruchan Virginia, Inc. a manufacturing facility of Asian style noodle soup, located at 8101 Whitepine Road, Richmond, Virginia.
6. “Maruchan” means Maruchan Virginia, Inc., a corporation authorized to do business in Virginia and its affiliates, partners, and subsidiaries. Maruchan is a “person” within the meaning of Va. Code § 10.1-1300.
7. “Notice of Violation” or “NOV” means a type of Notice of Alleged 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 synthetic minor NSR Permit (Permit), Registration Number 50984, to operate a manufacturing facility of Asian style noodle soup. The Permit was issued under the Virginia Air Pollution Control Law and the Regulations to Maruchan on April 10, 2009.
10. “PRO” means the Piedmont Regional Office of DEQ, located in Glen Allen, Virginia.
11. “Regulations” or “Regulations for the Control and Abatement of Air Pollution” mean 9 VAC 5 chapters 10 through 80.
12. “Va. Code” means the Code of Virginia (1950), as amended.
13. “VAC” means the Virginia Administrative Code.
14. “Virginia Air Pollution Control Law” means Chapter 13 (§ 10.1-1300 *et seq.*) of Title 10.1 of the Va. Code.

SECTION C: Findings of Fact and Conclusions of Law

1. Maruchan owns and operates the Facility in Richmond, Virginia. The Facility manufactures Asian style noodle soup.
2. On April 8, 2015, Department staff conducted a FCE of the Facility. Based on the review of Facility records, Department staff made the following observations:
 - a) Maruchan installed and was operating a tenth ramen noodle line, identified as the Bowl Line. The Facility provided information indicating that the new line was installed in 2012. DEQ has no record of receiving a permit application for, nor issuing a permit for this process line, associated fryer and air pollution control device.

- b) Maruchan stated that baghouse pressure gauges were not being observed by Facility personnel and no recorded observations were provided to DEQ staff.
 - c) Maximum noodle fryer oil temperatures of 177.0° C were observed on process line K (line-10).
 - d) Maruchan's annual update for January 2014 through December 2014 reported the combined throughput of 35,013 tons of flour to silo numbers N-11, N-12, and N-13; and reported a combined throughput of 39,724 tons of flour to the silos for the month of April 10, 2015.
 - e) Based on data provided in the annual update of January 2014 to December 2014, PM and PM-10 emissions from combined flour silos N-11, N-12, and N-13 equaled 3.501 tons for the year.
3. 9 VAC 5-80-1120(A) states, "No owner or other person shall begin actual construction of, or operate, any new stationary source or any project subject to this article without first obtaining from the board a permit under the provisions of this article. The owner may not construct or operate the stationary source or project contrary to the terms and conditions of that permit."
 4. 9 VAC 5-80-1210(E) states, "Any owner who constructs or operates a source subject to this section not in accordance with the terms and conditions of any permit to construct or operate, or any owner of a source subject to this section who commences construction or operation without receiving a permit hereunder, shall be subject to appropriate enforcement action including, but not limited to, any specified in this section."
 5. Condition 6 of the Permit states, "Monitoring Device Operation – To ensure good performance, the gauges used to continuously measure the differential pressure drop across the baghouses shall be observed by the permittee with a frequency of not less than once per day. The permittee shall keep a log of the observations from the baghouse gauges. (9 VAC 5-80-1180.D)"
 6. Condition 8 of the Permit states, "Oil Temperature – The temperature of the frying oil in each noodle fryer (Ref. #s NF-1, NF-2, N-10 and Process Lines 1, 2, 3, 4, 8, and 9) shall not exceed 330°F (165°C). Each noodle fryer shall be equipped a continuous temperature sensor to indicate the temperature of the frying oil within the fryer. The oil temperature shall be recorded in a log book at least once per day. (9 VAC 5-50-260)"
 7. Condition 11 of the Permit states, "The combined throughput of flour to the three 62.8-ton (57-metric ton) storage silos (Ref. #s N-11, N-12, and N-13) shall not exceed 33,048 tons (29,981 metric tons) per year, calculated monthly as the sum of each consecutive 12-month period."
 8. Condition 17 of the Permit states in part, "Process Emission Limits – Combined emissions from the loading of the three 62.8-ton (57-metric ton) flour storage silos (Ref. #s N-11, N-12, and N-13) shall not exceed the limits specified below:

PM/PM-10 12.0 lbs/hr 3.3 tons/yr 3.0 metric tons/yr"

9. On June 4, 2015, the Department issued Notice of Violation No. APRO000145 to Maruchan, for the violations as described above.
10. On June 18, 2015, Department staff met with Maruchan representatives to discuss the violations, including the corrective actions the company had taken. At the meeting, Maruchan reported that they had applied to DEQ for a Permit modification, dated April 22, 2015, to add the new noodle fryer, remove two exempt natural gas steam boilers, and add three new natural gas-fired boilers to update the exempt equipment list. The three new natural gas-fired boilers are subject to NSPS Subpart Dc monthly fuel recordkeeping requirements.
11. After the June 18, 2015 meeting with DEQ, Maruchan submitted another application for a minor Permit revision. DEQ received the permit application revision on July 1, 2015. The revision to the Permit will reflect an increase of the temperature of the frying lines, and increase the amount of flour to the flour silos N-11, N-12, and N-13.
12. Based on the results of the April 8, 2015 FCE, records review, and June 18, 2015 meeting with representatives of the Facility, the Board concludes that Maruchan violated 9 VAC 5-80-1120(A), 9 VAC 5-80-1210(E), Condition No. 6, No. 8, No. 11, and No. 17 of the Permit, as described above.
13. On July 14, 2015, DEQ issued an NSR Permit to Maruchan Virginia, Inc., which superseded the Permit. The July 14, 2015 Permit added the noodle fryer, updated the equipment list, increased the temperature of the frying lines, and increased the amount of flour to flour silos No-11, N-12, and N-13. Maruchan has made the corrective actions that demonstrate the violations described in Section C above, have been addressed.

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code §10.1-1309 and -1316, the Board orders Maruchan, and Maruchan agrees to:

1. Pay a civil charge of \$ **18,549** 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", delivered to:

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

Maruchan 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). If the Department has to refer collection of moneys due under this Order to the Department of Law, Maruchan 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 Maruchan, for good cause shown by Maruchan, 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, Maruchan admits the jurisdictional allegations, the findings of fact, and conclusions of law in this Order.
4. Maruchan 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. Maruchan declares it has received fair and due process under the Administrative Process Act and 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 Maruchan 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. Maruchan 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. Maruchan shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Maruchan 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 Maruchan. Nevertheless, Maruchan 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 Maruchan has completed all of the requirements of the Order; or
 - b. Maruchan 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 Maruchan.

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

And it is so ORDERED this 17 day of April, 2017.



Jefferson Reynolds, Director of Enforcement
Department of Environmental Quality

Maruchan Virginia, Inc., voluntarily agrees to the issuance of this Order.

Date: 4/3/2017 By: Hiro¹ Matsushita, Plant Manager
(Person) (Title)
Maruchan Virginia, Inc.

State of Virginia

City/County of Chesterfield

The foregoing document was signed and acknowledged before me this 3rd day of

April, 2017, by Hiro¹ Matsushita, who is
(name)

Plant Manager of Maruchan, Virginia, Inc. on behalf of the company.

Sharon S. Bryant
Notary Public
Sharon S. Bryant
7013357
Registration No.

My commission expires: Feb. 28, 2018

Notary seal:

