



# ***COMMONWEALTH of VIRGINIA***

Matthew J. Strickler  
Secretary of Natural Resources

DEPARTMENT OF ENVIRONMENTAL QUALITY  
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David K. Paylor  
Director

Robert J. Weld  
Regional Director

**STATE AIR POLLUTION CONTROL BOARD  
ENFORCEMENT ACTION - ORDER BY CONSENT  
ISSUED TO  
NORCRAFT COMPANIES, LP  
FOR THE  
LYNCHBURG, VA FACILITY  
Registration No. 30845**

## **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 Norcraft Companies, LP, regarding its facility in Lynchburg, Virginia, for the purpose of resolving certain violations of the Virginia Air Pollution Control Law, applicable regulations and its permit.

## **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. "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, as described in Va. Code § 10.1-1185.

5. "Facility" means the Norcraft Companies, LP operated facility, located at 1 Millrace Drive, Lynchburg, Virginia. The Facility is a kitchen and bath wood cabinet manufacturing facility.
6. "Norcraft" means Norcraft Companies, LP a limited partnership, authorized to do business in Virginia and its affiliates, partners, and subsidiaries. Norcraft 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. "PCE" means a partial compliance evaluation by DEQ staff.
10. "Permit" means the Title V permit ("Permit") issued to Norcraft on August 18, 2014, which authorizes Norcraft to operate a stationary source of air pollution. The Permit was issued under the Virginia Air Pollution Control Law and the Regulations.
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. Norcraft owns and operates the Facility in Lynchburg, Virginia. The Facility is the subject of the Permit that allows air emissions related to a kitchen and bath wood cabinet manufacturing facility. The Permit contains conditions and enumerates emission limitations on the air emissions from the Facility and requires submittals of reports and certificates of compliance.
2. On February 12, 2018 and February 15, 2018, Department staff conducted PCEs of reports submitted by Norcraft and noted the following factual observations.
3. A review of Department files indicates that Norcraft did not submit the Continuous Compliance Status Report ("CCSR") due September 1, 2017. Condition #36.a & b of the

Permit require Norcraft to submit a CCSR to the Department for the time periods of January through June and July through December. The CCSRs shall be submitted to the Department no later than September 1 and March 1, respectively.

4. The CCSR submitted to the Department on February 5, 2018 (July 1, 2017 – December 31, 2017 time period) states that Norcraft did not adhere to all work practice standards during the reporting period in violation of Condition #29.g of the Permit.
5. The CCSR submitted to the Department on February 5, 2018 (July 1, 2017 – December 31, 2017 time period) states that Norcraft did not conduct the annual refresher training for the spray booths in violation of Condition #33.b of the Permit.
6. The CCSR submitted to the Department on February 5, 2018 (July 1, 2017 – December 31, 2017 time period) states that Norcraft did not keep approximately three months of leak inspection logs for the spray booths in violation of Condition #33.c of the Permit.
7. Condition #43.c of the Permit requires Norcraft to conduct periodic monitoring and submit monitoring reports to the Department semiannually. Norcraft did not submit the Title V Semi-Annual Monitoring Report (“SAMR”) for the period of January 1, 2017 through June 30, 2017 to the Department by September 1, 2017, as required.
8. Condition #19 of the Permit also requires Norcraft to submit Compliance Assurance Monitoring (“CAM”) reporting to DEQ as part of the SAMR for the period of January 1, 2017 through June 30, 2017 no later than September 1, 2017 and Norcraft did not submit the CAM, as required.
9. On February 16, 2018, the Department issued Notice of Violation No. ABRRO000801 to Norcraft for the violations listed in paragraphs, C(3) through C(8), above.
10. On February 28, 2018, Norcraft and Department staff conducted a conference call to discuss the NOV. Norcraft asserted that the missing reports had been submitted by an employee no longer with the company and Department staff requested the Norcraft look into its e-mail files. Following the conference call, Norcraft submitted the CCSR, the SAMR, and the CAM that were due September 1, 2017. In addition, Norcraft provided documentation that indicated the annual refresher training for the spray booths had been completed as required.
11. On March 5, 2018, Norcraft notified the Department that backed-up email files indicated that the reports were submitted on August 30, 2017 but a review of Department records indicates that the reports were never received by the Department.
12. Based on the results of the February 2018 PCEs and the February 28, 2018 conference call and subsequent documentation submittals, the Board concludes that Norcraft has violated Permit conditions #36.a & b, #29.g, #33.b & c, #43.c, and #19 as described in paragraphs C(3) through C(8), above.

13. Norcraft has submitted documentation that verifies and DEQ staff verified that the violations described in paragraphs C(2) and C(8), 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 Norcraft, and Norcraft agrees to pay a civil charge of **\$14,150** 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

Norcraft shall include its Federal Employer Identification Number (FEIN) 36-4231718 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, Volvo 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 Norcraft for good cause shown by Norcraft, 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, Norcraft admits to the jurisdictional allegations, and agrees not to contest, but neither admits nor denies, the findings of fact and conclusions of law in this Order.
4. Norcraft 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. Norcraft 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 Norcraft 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. Norcraft 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. Norcraft shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Norcraft 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 Norcraft.

11. This Order shall continue in effect until:

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

Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Norcraft 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 Norcraft 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 Norcraft 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 Norcraft to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Norcraft.

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, Norcraft voluntarily agrees to the issuance of this Order.

And it is so ORDERED this 4<sup>th</sup> day of October, 2018.



Robert J. Weld, Regional Director  
Department of Environmental Quality

Norcraft Companies, LP voluntarily agrees to the issuance of this Order.

Date: 9-28-18 By:   
Gary Taylor  
Vice President of Operations  
Norcraft Companies, LP

State of North Carolina

City/County of Randolph

The foregoing document was signed and acknowledged before me this 28 day of Sept., 2018, by Gary Taylor who is Vice President of Operations for Norcraft Companies, LP, on behalf of the partnership.



Notary Public

Registration No.

My commission expires: Oct. 8 2020

Notary seal:

