



COMMONWEALTH of VIRGINIA

W. Tayloe Murphy, Jr.
Secretary of Natural Resources

DEPARTMENT OF ENVIRONMENTAL QUALITY

5636 Southern Boulevard
Virginia Beach, VA 23462
Fax (757) 518-2003
www.deq.state.va.us

Robert G. Burnley
Director

Francis L. Daniel
Tidewater Regional Director
(757) 518-2000

STATE WATER CONTROL BOARD ENFORCEMENT ACTION

SPECIAL ORDER BY CONSENT

WITH

BOBJACK LTD.

dba COUNTRY VILLAGE MOBILE HOME PARK

SECTION A: Purpose

This is a special order by consent issued under the authority of Sections 62.1-44.15(8a) and (8d) of the Code of Virginia between the State Water Control Board and Bobjack Ltd. to resolve certain violations of environmental laws and regulations.

SECTION B: Definitions

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

1. "Code" means the Code of Virginia (1950), as amended.
2. "Board" means the State Water Control Board, a permanent citizens' board of the Commonwealth of Virginia as described in Code §§ 62.1-44.7 and 10.1-1184.
3. "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia as described in Code § 10.1-1183.
4. "Director" means the Director of the Department of Environmental Quality.
5. "Regional Office" means the Tidewater Regional Office of DEQ.
6. "Order" means this document, also known as a consent special order.
7. "Regulations" means 9 VAC 25-31-10 *et seq.* - Virginia Pollutant Discharge Elimination System (VPDES) Permit Regulation.
8. "Bobjack" means Bobjack Ltd., a Virginia corporation doing business as Country Village Mobile Home Park.

SECTION C: Findings of Facts and Conclusions of Law

1. Bobjack operates the Country Village Mobile Home Park whose office is located at 10 Gray Gables Drive in James City County, Virginia. The trailer park has a gravity sewage collection system that flows to a County owned pump station. The facility is adjacent to Skiffes Creek, a tributary to the James River. The Skiffes Creek reservoir is a public water supply owned by the City of Newport News.
2. Section 62.1-44.5 of the Code and 9 VAC 25-31-50 of the Regulations prohibit discharges to State waters except in accordance with a Virginia Pollutant Discharge Elimination System permit. Bobjack does not possess such a permit.
3. On February 1, 2001, sewage discharged from manholes located at 126 Gray Gables Drive and 141 Gray Gables Drive in the Country Village Mobile Home Park. The sewage entered Skiffes Creek and the Skiffes Creek Reservoir.
4. This unpermitted discharge of sewage was cited in Notice of Violation No. 01-03-TRO-002 which was issued to Country Village Mobile Home Park on March 30, 2001.

SECTION D: Agreement and Order

Accordingly, the Board, by virtue of the authority granted it in Code § 62.1-44.15(Sa) and (Sd), orders Bobjack, and Bobjack agrees, to perform the actions described in Appendix A of this Order. In addition, the Board orders Bobjack, and Bobjack voluntarily agrees, to pay a civil charge of \$1,000 within 30 days of the effective date of the Order in settlement of the violations cited in this Order. The payment shall note that it is being made pursuant to this Order and shall include Bobjack's Federal Identification Number. 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 Bobjack, for good cause shown by Bobjack, 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 Notices of Violation issued to Bobjack by DEQ cited above. 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, Bobjack ~~admits~~ admits the jurisdictional allegations, factual findings, and conclusions of law contained herein.
4. Bobjack 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. Bobjack declares it has received fair and due process under the Administrative Process Act, Va. Code §§ 2.2-4000 *et seq.*, and the State Water 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 Bobjack 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. Bobjack 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. Bobjack shall show that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Bobjack 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~~^(B) in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and Bobjack. Notwithstanding the foregoing, Bobjack 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 Bobjack. Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Bobjack 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, Bobjack voluntarily agrees to the issuance of this Order.

And it is so ORDERED this day of April 3, 2002

Robert G. Burnley
Robert G. Burnley, Director
Department of Environmental Quality

Bobjack, Inc. voluntarily agrees to the issuance of this Order.

By: _____

Date: _____

Commonwealth of Virginia
City/County of JAMES CITY

The foregoing document was signed and acknowledged before me this 6 day of
FEB, 2002, by Robert R. Crumpler who is
Robert R. Crumpler

President, on behalf of the Corporation.

John Shappell
Notary Public

My commission expires: December 31, 2002

APPENDIX A

BOBJACK, LTD.

Bobjack, Ltd. shall:

1. All submittals and reports required by this Appendix A shall be mailed to:
Francis L. Daniel, Regional Director
DEQ, Tidewater Regional Office
5636 Southern Blvd.
Virginia Beach, VA 23462
2. Notify DEQ of any sewage spills (757 518-2077). Such notification shall be provided by telephone, as quickly as possible upon discovery, however, in no case later than two hours after discovery. A written notification shall be submitted to DEQ within five working days. The written notification shall include the following information: date, time and estimated duration of the spill; estimate of the volume of sewage spilled, cause of the spill; response and disposal activities to clean up the spill; and corrective actions undertaken
3. ~~Once per calendar year, power clean all sewer lines.~~ On a ^{MONTHLY} ~~quarterly~~ basis visually inspect all manholes and sewer system cleanouts and complete all needed repairs within 120 days. Maintain the records of such work on site and have them available for review upon request by DEQ staff.
4. ~~By April 1, 2002,~~ ^{This was completed by 12/1/01} install caps in the PVC cleanout pipes of all sewer taps that are not connected to trailers. The PVC cleanout pipes are to be level or below the existing grade. Notify DEQ in writing when all cleanout pipes have been capped.
5. ~~By May 1, 2002,~~ ^{This was completed by 12/15/01} properly seal with cement all manhole metal castings. The manholes are to be sealed so that surface water can not enter into the sewage collection system. Notify DEQ in writing when manhole modifications are completed.