



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

NORTHERN REGIONAL OFFICE

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Douglas W. Domenech
Secretary of Natural Resources

David K. Paylor
Director

**STATE WATER CONTROL BOARD
ENFORCEMENT ACTION - ORDER BY CONSENT
ISSUED TO
LOUDOUN COUNTY SANITATION AUTHORITY
d/b/a LOUDOUN WATER
FOR
COURTLAND RURAL VILLAGE WRF
VPA Permit No. 00010**

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code § 62.1-44.15, between the State Water Control Board and Loudoun County Sanitation Authority, regarding the Courtland Rural Village Water Reclamation Facility, for the purpose of resolving certain violations of the State Water Control Law and the applicable regulation.

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 Water Control Board, a permanent citizens' board of the Commonwealth of Virginia, as described in Va. Code §§ 10.1-1184 and 62.1-44.7.
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. "Facility" or "Site" means the Courtland Rural Village Water Reclamation Facility located at 20191 Honeycreeper Place in Loudoun County, Virginia, where Loudoun County Sanitation Authority manages pollutants which are the subject of the Permit.
5. "Loudoun Water" means the Loudoun County Sanitation Authority, an authority created pursuant to the Virginia Water and Waste Authorities Act, Va. Code § 15.2-5100 *et seq.* Loudoun Water is a "person" within the meaning of Va. Code § 62.1-44.3.
6. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 62.1-44.15.
7. "NRO" means the Northern Regional Office of DEQ, located in Woodbridge, Virginia.
8. "O&M" means operations and maintenance.
9. "Order" means this document, also known as a "Consent Order" or "Order by Consent," a type of Special Order under the State Water Control Law.
10. "Permit" means VPA Permit No. VPA00010, which was issued under the State Water Control Law and the Regulation to Loudoun Water on June 11, 2009 and which expires on June 10, 2019.
11. "Pollutant" means any substance, radioactive material, or heat which causes or contributes to, or may cause or contribute to, pollution. It does not mean (i) sewage from vessels; or (ii) water, gas, or other material which is injected into a well to facilitate production of oil or gas, or water derived in association with oil or gas production and disposed of in a well, if the well is used either to facilitate production or for disposal purposes if approved by Department of Mines Minerals and Energy unless the Board determines that such injection or disposal will result in the degradation of ground or surface water resources. 9 VAC 25-32-10.
12. "Pollution" means such alteration of the physical, chemical, or biological properties of any state waters as will or is likely to create a nuisance or render such waters (a) harmful or detrimental or injurious to the public health, safety, or welfare or to the health of animals, fish, or aquatic life; (b) unsuitable with reasonable treatment for use as present or possible future sources of public water supply; or (c) unsuitable for recreational, commercial, industrial, agricultural, or other reasonable uses, provided that (i) an alteration of the physical, chemical, or biological property of state waters or a discharge or deposit of sewage, industrial wastes or other wastes to state waters by any owner which by itself is not sufficient to cause pollution but which, in combination with such alteration of or discharge or deposit to state waters by other owners, is sufficient to cause pollution; (ii) the discharge of untreated sewage by any owner into state waters; and (iii) contributing to the contravention of standards of water quality duly established by the Board, are "pollution." Va. Code § 62.1-44.3.

13. "Regulation" means the Virginia Pollution Abatement Permit Regulation, 9 VAC 25-32-10 *et seq.*
14. "State Water Control Law" means Chapter 3.1 (§ 62.1-44.2 *et seq.*) of Title 62.1 of the Va. Code.
15. "State waters" means all water, on the surface and under the ground, wholly or partially within or bordering the Commonwealth or within its jurisdiction, including wetlands. Va. Code § 62.1-44.3.
16. "Va. Code" means the Code of Virginia (1950), as amended.
17. "VAC" means the Virginia Administrative Code.
18. "VPA" means Virginia Pollution Abatement.
19. "Warning Letter" or "WL" means a type of Notice of Alleged Violation under Va. Code § 62.1-44.15.
20. "Water Reclamation and Reuse Regulation" means the Water Reclamation and Reuse Regulation, 9 VAC 25-740-10 *et seq.*

SECTION C: Findings of Fact and Conclusions of Law

1. Loudoun Water owns and operates the Site in Loudoun County. The Site is the subject of the Permit which allows Loudoun Water to produce and distribute reclaimed water.
2. On August 11, 2009, Loudoun Water submitted monitoring reports (MRs) for the July 2009 monitoring period. Based on this submission, Department staff made the following observations:
 - a. The MR reported a freeboard measurement of 1.5 ft;
 - b. The MR reported turbidity as grab samples collected three times per day;
 - c. Although a Certificate to Operate (CTO) had not yet been issued by the Department, the distribution system from the Courtland Rural Village WRF Pump Station was used to deliver reclaimed water to the golf course irrigation system;
 - d. The MR reported that the turbidity Corrective Action Threshold (CAT) was exceeded three times and the Total Residual Chlorine (TRC) CAT was exceeded three times. No corrective action or re-sampling was documented.
3. On September 4, 2009, Department staff inspected the Facility for compliance with the requirements of the State Water Control Law, the Permit, the Regulation, and the Water Reclamation and Reuse Regulation. Based on the inspection and follow-up information, Department staff made the following observations:

- a. Although a CTO had not been issued by the Department, reclaimed water was being delivered from Courtland Rural Village WRF Pump Station to the Creighton Farm Golf Course;
 - b. Reclaimed water was being delivered directly to the Creighton Farm Golf Course non-system storage pond;
 - c. No advisory signs or placards were posted adjacent to the non-system storage pond;
 - d. 4" blue piping was running above ground between the manhole on Tamworth Lane and the Creighton Farm Golf Course non-system storage pond that did not meet the requirements of 9 VAC 25-740-110.B.8.
4. Part I.A.1.a of the Permit requires there to be a minimum lagoon freeboard of two feet.
 5. Part I.A.1.a of the Permit requires that "[t]urbidity analysis shall be performed by a continuous, on-line turbidity meter ..."
 6. Part I.B.13 of the Permit requires that "[t]he permittee shall not cause or allow the ... operation of the reclamation system except in compliance with a certificate to construct (CTC) and a certificate to operate (CTO), respectively, issued by DEQ."
 7. Part I.B.14 requires that "[s]hould the reclaimed water reach CAT for turbidity and/or TRC specified in Part I.A, the operator of the reclamation system shall immediately initiate a review of treatment operations and data to identify the cause of the CAT monitoring results to bring the reclaimed water back into compliance with the standards. Resampling or diversion shall occur within one hour of first reaching the CAT."
 8. Part I.B.17 of the Permit states: "Failure to resample after determination that monitoring results are not in compliance with the CAT standards for reclaimed water in Part I.A or to divert substandard or reject water in accordance with Part I.B.14 shall be deemed a violation of this permit."
 9. Part I.B.23 of the Permit requires that "[t]o provide irrigation for the golf course, reclaimed water will be delivered from the reclaimed water pump station after the system storage pond located at the Courtland Rural Village WRF to the Creighton Farm Golf Course irrigation pumping station ..."
 10. Part I.B.28 of the Permit requires that "[f]or all reuses of reclaimed water treated to Level 1, advisory signs or placards shall be posted within and at the boundaries of reuse areas and shall display non-potable water warning state and symbol and other necessary information as described in 9 VAC 25-740-160. Advisory signs shall be posted adjacent to impoundments or ponds, including landscape impoundments, used for non-system storage of reclaimed water."
 11. On September 11, 2009, based on the inspection and monitoring reports submitted by Loudoun Water, the Department issued Notice of Violation No. W2009-09-N-0008 to Loudoun Water for the violations described in paragraphs C(2) and C(3), above.

12. On September 14, 2009, Department staff met with representatives of Loudoun Water to discuss the violations and on September 18, 2009, Loudoun Water submitted a written response to the NOV. Per Loudoun Water's written response, it has taken the following corrective action in response to the noted violations:
 - a. An on-line monitor has been installed in order to continuously monitor for turbidity and chlorine;
 - b. Loudoun Water has ceased providing any more reclaimed water until a CTO is issued;
 - c. An automatic diversion has been put in place to divert water should the CAT be exceeded;
 - d. Advisory signs have been posted near the non-system storage ponds and it has put fencing around the system storage ponds and posted signs around the perimeter.
13. Based on the results of the September 4, 2009, inspection, the September 14, 2009, meeting, and the monitoring reports, the Board concludes that Loudoun Water has violated 9 VAC 25-710-110.C.6; 9 VAC 25-740-80.A.1; 9 VAC 25-740-120.B.1; 9 VAC 25-740-70.C.1; 9 VAC 25-740-160.E; and 9 VAC 25-32-30, as described in paragraphs C(2) and C(3), above.
14. Loudoun Water has submitted documentation that verifies that the violations described in Paragraphs C(2) and C(3), above, have been corrected.

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code §§ 62.1-44.15, the Board orders Loudoun Water, and Loudoun Water agrees to pay a civil charge of \$14,215.00 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

Loudoun Water 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 this Order with the consent of Loudoun Water for good cause shown by Loudoun Water, 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, Loudoun Water admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.
4. Loudoun Water 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. Loudoun Water declares it has received fair and due process under the Administrative Process Act 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 modify, rewrite, amend, or enforce this Order.
6. Failure by Loudoun Water 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. Loudoun Water 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. Loudoun Water shall show that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Loudoun Water 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 Loudoun Water 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 Loudoun Water.
11. This Order shall continue in effect until:
 - a. Loudoun Water 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 Loudoun Water.

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

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, Loudoun Water voluntarily agrees to the issuance of this Order.

And it is so ORDERED this 9th day of December, 2010.



Thomas A. Faha, Regional Director
Department of Environmental Quality

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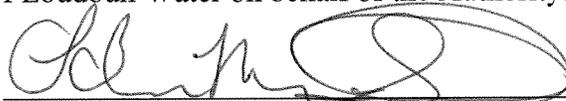
Loudoun Water voluntarily agrees to the issuance of this Order.

Date: October 19, 2010 By: Dale C. Hammes General Manager
(Person) (Title)
Loudoun Water

Commonwealth of Virginia

City/County of Loudoun

The foregoing document was signed and acknowledged before me this 19 day of
October, 2010, by Dale C. Hammes who is
General Manager of Loudoun Water on behalf of the Authority.



Notary Public

7267800
Registration No.

My commission expires: November 30, 2013

Notary seal:

