



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

VALLEY REGIONAL OFFICE

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David K. Paylor
Director

Amy Thatcher Owens
Regional Director

Molly Joseph Ward
Secretary of Natural Resources

**STATE WATER CONTROL BOARD
ENFORCEMENT ACTION - ORDER BY CONSENT
ISSUED TO
MILTON F. WRIGHT TRUCKING, INC.
FOR
CLAREMONT FARM
CATHER FARM
MASLANEY FARM
VPA Permit No. VPA01575**

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 Milton F. Wright Trucking, Inc., regarding the Cather Farm, the Claremont Farm and the Maslaney Farm, for the purpose of resolving certain violations of the State Water Control Law and the applicable permit and regulation.

SECTION B: Definitions

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

1. "Biosolids" means a sewage sludge that has received an established treatment and is managed in a manner to meet the required pathogen control and vector attraction reduction, and contains concentrations of regulated pollutants below the ceiling limits established in 40 CFR Part 503 and 9VAC25-32-356, such that it meets the standards established for use of biosolids for land application in accordance with the Virginia Pollution Abatement regulation. Liquid biosolids contains less than 15% dry residue by weight. Dewatered biosolids contains 15% or more dry residue by weight.
2. "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.

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" or "Site" means, collectively, the Claremont Farm, located at 1481 Summit Point Road in Berryville, Virginia, the Cather Farm, located at 189 Cather Road in Berryville, Virginia, and the Maslaney Farm located at 786 Kimble Road in Berryville, Virginia, where Milton F. Wright Trucking, Inc. manages biosolids which are the subject of the Permit.
6. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 62.1-44.15.
7. "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.
8. "Permit" means VPA Permit No. VPA01575, which was issued under the State Water Control Law and the Regulation on April 15, 2009 and which expires on April 15, 2019. The Permit was modified on October 27, 2014.
9. "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.
10. "Regulation" means the Virginia Pollution Abatement Permit Regulation, 9 VAC 25-32-10, *et seq.*
11. "State Water Control Law" means Chapter 3.1 (§ 62.1-44.2 *et seq.*) of Title 62.1 of the Va. Code.
12. "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.
13. "Va. Code" means the Code of Virginia (1950), as amended.
14. "VAC" means the Virginia Administrative Code.

15. "VPA" means Virginia Pollution Abatement.
16. "VRO" means the Valley Regional Office of DEQ, located in Harrisonburg, Virginia.
17. "Warning Letter" or "WL" means a type of Notice of Alleged Violation under Va. Code § 62.1-44.15.
18. "Wright" means Milton F. Wright Trucking, Inc., a corporation authorized to do business in Virginia, and its affiliates, partners, and subsidiaries. Wright is a "person" within the meaning of Va. Code § 62.1-44.3.

SECTION C: Findings of Fact and Conclusions of Law

1. Milton F. Wright Trucking, Inc. is subject to the Permit which allows Wright to perform the application of biosolids, in compliance with the terms and conditions of the Permit.
2. On August 31, 2015, DEQ staff conducted a site inspection and observed that land application of biosolids was conducted within 50 feet of a limestone rock outcrop in field #13 of the Claremont Farm (DEQ Control ID 51043-00416-0000).
3. On November 6, 2015, DEQ staff conducted a site inspection and observed that land application of biosolids was conducted within 50 feet of a limestone rock outcrop in field #3 of the Cather Farm (DEQ Control ID 51043-00526-0000).
4. On November 11, 2015, DEQ staff conducted a site inspection and observed that land application of biosolids was conducted within 50 feet of a limestone rock outcrop in field #3 of the Maslaney Farm (DEQ Control ID 51043-00200-0000).
5. The Permit Part I.I.13 states that land application of biosolids shall not occur within 50 feet of a limestone rock outcrop.
6. Based on the results of the August 31, 2015, November 6, 2015 and November 11, 2015 inspections, the Board concludes that Wright has violated the Permit Part I.I.13 as noted above.
7. VRO issued a Notice of Violation for the violations noted in paragraph 2 through 4 above as follows: NOV No. W2015-12-V-0002, issued December 28, 2015. The NOV also cited permit maintenance and application fees that were overdue. Those fees have been paid.
8. The Department has issued coverage under no permits or certificates to Wright for operations in Clarke County other than under VPA Permit No. VPA01575.
9. On January 12, 2016, a meeting was held with Lewie Brown, who reported that he was the new owner of the corporation. He also reported that one employee was responsible

for the violations cited above and that the employee had been terminated.

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code §§ 62.1-44.15, the Board orders Wright, and Wright agrees to:

Pay a civil charge of **\$2,625** 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

Wright shall include its Federal Employer Identification Number 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, Wright 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 Wright for good cause shown by Wright, 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 and in NOV No. W2015-12-V-0002 dated December 28, 2015. 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, Wright admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.
4. Wright 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. Wright 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 Wright 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. Wright 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. Wright shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Wright 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 Wright. Nevertheless, Wright agrees to be bound by any compliance date which precedes the effective date of this Order.

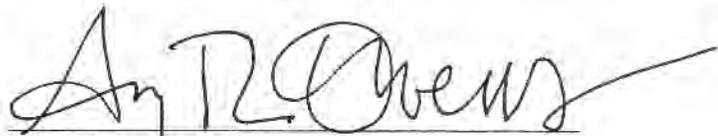
11. This Order shall continue in effect until:

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

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

And it is so ORDERED this 26th day of September, 2016.



Amy T. Owens, Regional Director
Department of Environmental Quality

Milton F. Wright Trucking, Inc. voluntarily agrees to the issuance of this Order.

Date: 7-20-16 By: *L. Brown*, President
Lewie Brown (Title)
Milton F. Wright Trucking, Inc.

Commonwealth of Virginia
City/County of Stafford

The foregoing document was signed and acknowledged before me this 20th day of July, 2016, by LEWIE FORD BROWN who is President of Milton F. Wright Trucking, Inc. on behalf of the corporation.



Dana G. Woodard
Notary Public
330624
Registration No.

My commission expires: March 31, 2017

Notary seal: