



# COMMONWEALTH of VIRGINIA

## DEPARTMENT OF ENVIRONMENTAL QUALITY

Northern Virginia Regional Office  
13901 Crown Court  
Woodbridge, VA 22193-1453  
(703) 583-3800 fax (703) 583-3801  
[www.deq.virginia.gov](http://www.deq.virginia.gov)

### STATE WATER CONTROL BOARD ENFORCEMENT ACTION

#### SPECIAL ORDER BY CONSENT

#### ISSUED TO

**STANLEY MARTIN COMPANIES, LLC**

#### FOR

**COLES RUN MANOR**

#### **SECTION A: Purpose**

This is a Consent Special Order issued under the authority of Va. Code §§62.1-44.15 (8a and 8d) and 10.1-1185, between the State Water Control Board and Stanley Martin Companies, LLC regarding Coles Run Manor, for the purpose of resolving certain violations of the State Water Control Law and Regulations.

#### **SECTION B: Definitions**

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

1. "Va. 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 Va. Code §62.1-44.7 and §10.1-1184.
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.
5. "Order" means this document, also known as a Consent Special Order.

6. "Beazer" means Beazer Homes.
7. "Stanley Martin" means Stanley Martin Companies, LLC, authorized to do business in Virginia.
8. "NRO" means the Northern Regional Office of the DEQ, located in Woodbridge, Virginia.
9. "VWP" means Virginia Water Protection
10. "VWPP" means Virginia Water Protection Permit Program
11. "VAC" means Virginia Administrative Code. Permanent.
12. "PFO" means Palustrine Forested Wetland

SECTION C: Findings of Facts and Conclusions of Law

1. Stanley Martin is a Washington, D.C. area homebuilder headquartered in Reston, Virginia and the owner and developer of a property known as Coles Run Manor in Prince William County, Virginia.
2. The Coles Run Manor project is a residential subdivision consisting of approximately 107 acres. The Coles Run Manor project is adjacent to the Parkway West property which has been developed by Beazer.
3. There are three sets of land development construction plans that are associated with the Parkway West and Coles Run Manor projects: Beazer's Parkway West Subdivision Plan, Beazer's Parkway West Public Improvements Plan, and Stanley Martin's Coles Run Manor Subdivision Plan.
4. Beazer developed a pump station pad on Stanley Martin's property and ran a sanitary line through Stanley Martin's property that connected the pump station to Beazer's property. The development associated with the pump station was the Parkway West Public Improvements Plan. The Coles Run Manor Subdivision Plan and the Parkway West Public Improvements Plan overlap in the pump station area. Each plan has different clearing limits. In addition, a temporary cul-de-sac (also known as the "Stanley Martin, Inc. / Beazer Boundary area") overlaps both Stanley Martin's and Beazer's properties. The temporary cul-de-sac was part of Beazer's Parkway West Subdivision Plan and Beazer's Parkway West Public Improvements Plan. The portions where the adjoining properties overlap are the areas where the additional impacts were taken that are the subject of this order.
5. Virginia Water Protection (VWP) General Permit No. issued to Stanley Martin, Inc. WP4-04-0109 was authorized on June 3, 2005 for the total permanent impact of .27 acres of surface water consisting of .06 acres of palustrine forested wetland (PFO)

and .21 acres (1,487 linear feet) of intermittent stream channel.

6. Of the authorized impacts, .06 acres of PFO and .01 acres (565.4 linear feet) of intermittent stream were taken prior to obtaining authorization, resulting in a Consent Order that became effective on March 17, 2006. The Consent Order was terminated on January 8, 2007.
7. DEQ conducted a compliance inspection of the Coles Run Manor project site on April 18, 2007. During this inspection, additional impacts to surface waters were found by DEQ in two locations, and DEQ located one additional location where additional impacts to surface waters may have occurred. DEQ requested a survey be conducted of the three locations to verify the extent of the additional impacts to surface waters. On behalf of Stanley Martin, Burgess and Niple, Inc. submitted the results of the survey to DEQ in a submittal dated June 14, 2007. The survey confirmed that additional impacts to .03 acre (158.26 linear feet) of intermittent stream channel had been taken. Based upon a review of DEQ files, a request had not been received by DEQ to impact additional surface waters. DEQ does not have any documentation that these impacts were authorized under the VWP program.
8. NOV No. 2007-07-NVRO-001 was issued to Stanley Martin on July 9, 2007 citing alleged violations of VWP General Permit WP4-04-0109 and 9 VAC 25-210-50 D for the additional unpermitted impacts to the intermittent stream channel.
9. A meeting was held with Stanley Martin, Beazer, and DEQ on August 9, 2007 to discuss compliance issues.
10. Following the meeting, Stanley Martin submitted a letter to DEQ on August 29, 2007, detailing what was discussed at the August 9, 2007 meeting. In this letter, Stanley Martin asserted that the impacts associated with the current enforcement action appear to have occurred prior to the 2006 Order, and that a portion of the impacts had already been authorized by a wetlands permit Beazer obtained in the spring of 2004. In addition, Stanley Martin noted that the violations stem from discrepancies in the construction plans and permits. More specifically, discrepancies in clearing limits between Beazer's Public Improvements Plan and Stanley Martin's Coles Run Manor plan existed that resulted in unproposed and unauthorized impacts to 108.99 linear feet of intermittent stream. Stanley Martin then stated that in the temporary cul-de-sac area it appeared as though approximately an additional 15 linear feet of impacts were taken that were not authorized by a DEQ permit. These additional impacts were not accounted for in the After the Fact Permit Stanley Martin obtained from DEQ on June 3, 2005.
11. DEQ received a response from Beazer on October 11, 2007 regarding Stanley Martin, Inc.'s August 2007 letter. In its letter, Beazer stated that it had provided Stanley Martin with its construction plans after the 2006 Order so that Stanley Martin could obtain an After the Fact permit from DEQ. Beazer also stated that it appeared as though Stanley Martin's and Beazer's plans differed, and that Stanley Martin did

not account for all of the impacts that were taken when it obtained an After the Fact permit from DEQ.

12. DEQ reviewed all information received from both Stanley Martin and Beazer, and asserted that while the violations appear to have been the result of miscommunication between Stanley Martin and Beazer, Stanley Martin failed to account for the discrepancies in clearing limits when obtaining an After the Fact permit from DEQ. The discrepancies in the two plans resulted in the failure of the facility to exercise reasonable care in adhering to program requirements.

#### SECTION D: Agreement and Order

Accordingly, the Board, by virtue of its authority granted in Va. Code §62.1-44.15 (8a) and (8d), orders Stanley Martin Companies, LLC, and Stanley Martin Companies, LLC voluntarily agrees, to perform the actions described in Appendix A of this Order. In addition, the Board orders Stanley Martin Companies, LLC, and Stanley Martin Companies, LLC voluntarily agrees to pay a civil charge of \$5,200.00 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 payable to the "Treasurer of Virginia", delivered to:

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

The payment shall include Stanley Martin Companies, LLC's Federal Tax ID number.

#### SECTION E: Administrative Provisions

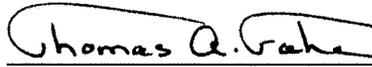
1. The Board may modify, rewrite, or amend the Order with the consent of Stanley Martin Companies, LLC for good cause shown by Stanley Martin Companies, LLC or on its own motion after notice and opportunity to be heard.
2. This Order addresses and resolves those violations specifically identified herein. This Order shall not preclude the Board or 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; and/or (3) taking subsequent action to enforce the terms of this 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, Stanley Martin Companies, LLC admits the jurisdictional allegations, factual findings, and conclusions of law contained herein.

4. Stanley Martin Companies, LLC 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. Stanley Martin Companies, LLC declares it has received fair and due process under the Virginia Administrative Process Act, Code §§ 2.2-4000 *et seq.*, and the State Water Control Law, and waives the right to any hearing or other administrative proceeding authorized or required by law or regulation and to 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 Stanley Martin Companies, LLC to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive or bar 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. Stanley Martin Companies, LLC 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. Stanley Martin Companies, Inc. shall show that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Stanley Martin Companies, Inc. 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 this Order. Such notice shall set forth:
  - a. the reasons for the delay or noncompliance;
  - b. the projected duration of 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 listed above, which Stanley Martin Companies, LLC intends to assert will result in the impossibility of compliance, shall constitute a waiver of any claim of 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 Stanley Martin Companies, LLC. Notwithstanding the foregoing, Stanley Martin Companies, LLC agrees to be bound by any compliance date that proceeds the effective date of this Order.
11. This Order shall continue in effect until the Director or the Board terminates this Order in his or its sole discretion upon 30 days written notice to Stanley Martin Companies, LLC. Termination of this Order, or of any obligation imposed in this Order, shall not operate to relieve Stanley Martin Companies, LLC 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, Stanley Martin Companies, LLC voluntarily agrees to the issuance of this Order.
13. The undersigned representative of Stanley Martin Companies, LLC 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 Stanley Martin Companies, LLC to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Stanley Martin Companies, LLC.

And it is so ORDERED this 27<sup>th</sup> day of April, ~~2008~~ 2009.



Thomas A. Faha, NRO Regional Director  
Department of Environmental Quality

Stanley Martin Companies, LLC voluntarily agrees to the issuance of this Order.

By: 

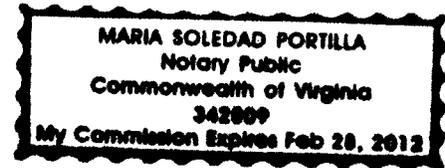
Date: 10/09/08

Commonwealth of Virginia  
City/County of Fairfax

The foregoing document was signed and acknowledged before me this 9<sup>th</sup> day of  
October, 2008, by David W. DUGGAR who is  
(name)  
Vice President of/for Stanley Martin Companies, LLC.  
(title)

MARIA Soledad Portilla  
Notary Public

My commission expires: 02/28/2012  
Registration #: 342809



## **APPENDIX A**

Stanley Martin, LLC shall:

- 1) Perform off-site riparian buffer reforestation and cattle exclusion along 657 linear feet along one side of an intermittent tributary to Cedar Run with a buffer width of 50 feet. This off-site mitigation shall be in accordance with the Conceptual Stream Mitigation Plan for Coles Run received by DEQ on August 8, 2008.