



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY Blue Ridge Regional Office

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STATE AIR POLLUTION CONTROL BOARD ENFORCEMENT ACTION - ORDER BY CONSENT ISSUED TO THE UNITED STATES ARMY, RFAAP (OWNER) AND ALLIANT TECHSYSTEMS INC. (OPERATOR) FOR RADFORD ARMY AMMUNITION PLANT REGISTRATION NO. 20656

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 the United States Army, RFAAP (Owner) and Alliant Techsystems Inc. (Operator), regarding the Radford Army Ammunition Plant, for the purpose of resolving certain violations of the Virginia Air Pollution Control Law and the January 15, 2004, Title V 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. "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 "RFAAP" means the Radford Army Ammunition Plant, Off State Route 114, near Radford, Montgomery County, Virginia, owned by the United States Army and operated by Alliant Techsystems Inc.
5. "ATK" means Alliant Techsystems Inc. a corporation authorized to do business in Virginia and its affiliates, partners, subsidiaries, and parents. ATK is a "person" within the meaning of Va. Code § 10.1-1300. ATK is assigned Federal Identification Number 51-121-0006.
6. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 10.1-1309.
7. "BRRO" means the Blue Ridge Regional Office of DEQ, located in Roanoke, Virginia.
8. "O&M" means operations and maintenance.
9. "Order" means this document, also known as a Consent Order.
10. "Permit" means the January 15, 2004 Title V Permit issued under Registration No. 20656, which was issued in the name of the Board to ATK and the U.S. Army on January 15, 2004 and which expires on January 14, 2009.
11. "Regulations" or "Regulations for the Control and Abatement of Air Pollution" mean 9 VAC 5 Chapters 10 through 80.
12. "The Parties" means the United States Army, RFAAP (Owner) and Alliant Techsystems Inc. (Operator).
13. "Va. Code" means the Code of Virginia (1950), as amended.
14. "VAC" means the Virginia Administrative Code.
15. "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. The Facility is a federal facility owned by the federal government and administered by the United States Army. The Facility is operated by a contract operator, ATK. The Facility manufactures propellant and munitions for the Department of Defense.
2. The Facility is the subject of the Permit which allows operation of a stationary source of Air Pollution.

3. On May 6, 2008, the Department was notified by telephone that ATK had failed to maintain records of the weekly visible emission evaluations for the period of 3/3/08 – 5/4/08 and records of the inspection of the air pollution control device for April 2008.
4. Condition VII.B.6 of the January 15, 2004, Title V permit states: Develop an inspection schedule, monthly at a minimum, to insure the operational integrity of the air pollution control equipment and maintain records of the inspection results
5. Condition X.B of the January 15, 2004, Title V permit states: Each emission unit with a visible emissions requirement in the sections titled “Fuel Burning Equipment Requirements” and “Process Equipment Requirements” in this permit, as well as other emission units as arranged with the Director, West Central Regional Office, shall be observed visually at least once each calendar week in which the emission unit operates.
6. Condition X.C. of the January 15, 2004, Title V permit states: The permittee shall maintain records of all emission data and operating parameters necessary to demonstrate compliance with this permit.
7. On May 20, 2008, ATK submitted a Title V Prompt Deviation Report which addressed the violations listed above.
8. A Notice of Violation (“NOV”) was issued on June 4, 2008 for the violations listed in paragraphs 4, 5, and 6.
9. On June 26, 2008, Department staff met with representatives of ATK to discuss the alleged violations.
10. As a follow-up to the meeting, ATK responded by letter to the NOV on July 14, 2008. In the letter, ATK stated that a record review had revealed that the weekly visible emission evaluations had been conducted on March 26, 2008 and April 2, 2008. Consequently, ATK missed four weekly visible emission evaluations instead of the originally reported six weeks.
11. In reviewing the NOV, Department staff discovered incorrect permit citation references in the June 2008 NOV. Department compliance staff issued a revision to the June 2008 NOV on February 17, 2009.
12. Based on the information provided to the Department in the May 20, 2008 Title V Prompt Deviation Report, the meeting on June 26, 2008, and the information provided by letter to the Department on July 14, 2008, the Board concludes that ATK has violated Conditions VII.B.6, X.B, and X.C of the January 15, 2004 Title V permit as noted above.
13. ATK has submitted documentation that verifies that the violations described in Paragraphs 4, 5, and 6, 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 ATK, and ATK agrees to pay a civil charge of \$3,510.00 (THREE THOUSAND FIVE HUNDRED TEN DOLLARS) 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

ATK shall include its Federal 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).

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend this Order with the consent of the Parties for good cause shown by the Parties, or on its own motion pursuant to the Administrative Process Act 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, the Parties admit the jurisdictional allegations, findings of fact, and conclusions of law contained herein.
4. The Parties consent to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
5. The Parties declare they have received fair and due process under the Administrative Process Act, Va. Code §§ 2.2-4000 *et seq.*, 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 the Parties 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. The Parties 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. The Parties shall show that such circumstances were beyond their control and not due to a lack of good faith or diligence on its part. The Parties 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, 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 the Parties. Nevertheless, the Parties agree 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 Parties petition the Director or his designee to terminate the order after they have 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 the Parties.

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

Consent Order

United States Army, RFAAP and Alliant Techsystems Inc.

Registration Number 20656

Page 7 of 8

15. By their signatures below, the Parties voluntarily agree to the issuance of this Order.

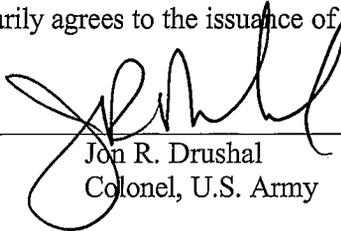
And it is so ORDERED this 14th day of MAY, 2009.



Steven A. Dietrich, Regional Director
Department of Environmental Quality

The United States Army, RFAAP voluntarily agrees to the issuance of this Order.

Date: 11 MAY 09

By: 
Jon R. Drushal
Colonel, U.S. Army

Commonwealth of Virginia

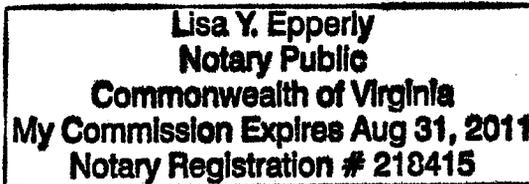
County of Montgomery

The foregoing document was signed and acknowledged before me this 11 day of May, 2009,
by Jon R. Drushal who is the Commander of Radford Army Ammunition Plant.


Notary Public

My commission expires: _____

Notary seal:



Alliant Techsystems Inc. voluntarily agrees to the issuance of this Order.

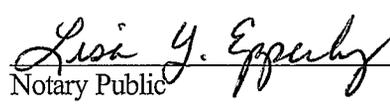
Date: May 11, 2009

By: 
Kent Holiday, Vice President and General Manager
Alliant Techsystems Inc.

Commonwealth of Virginia

County of Montgomery

The foregoing document was signed and acknowledged before me this 11 day of May, 2009,
by Kent Holiday who is Vice President and General Manager of Alliant Techsystems Inc., on behalf of the
corporation.


Notary Public

My commission expires: _____

Notary seal:

