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
BRISTOW DEVELOPMENT CORPORATION
FOR
BRISTOW MANOR GOLF COURSE WWTP
VPA Permit No. VPA00012

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 Bristow Development Corporation, regarding the Bristow Manor Golf Course Wastewater Treatment Plant, 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. "AOSS" means alternative onsite sewer system.

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. "Bristow" means Bristow Development Corporation, a corporation authorized to do business in Virginia and its affiliates, partners, and subsidiaries. Bristow Development Corporation is a "person" within the meaning of Va. Code § 62.1-44.3.

4. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia, as described in Va. Code § 10.1-1183.

5. "Director" means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.

6. "Discharge" means discharge of a pollutant. 9 VAC 25-32-10.

7. "Discharge of a pollutant" when used with reference to the requirements of the VPDES permit program means:

    a. Any addition of any pollutant or combination of pollutants to surface waters from any point source; or

    b. Any addition of any pollutant or combination of pollutants to the waters of the contiguous zone or the ocean from any point source other than a vessel or other floating craft which is being used as a means of transportation.

8. "Facility" or "Site" means the Bristow Manor Golf Course Wastewater Treatment Plant (WWTP) and associated spray irrigation system located in Bristow, Virginia, where the Bristow Development Corporation manages pollutants which are the subject of the Permit.

9. "NRO" means the Northern Regional Office of DEQ, located in Woodbridge, Virginia.

10. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 62.1-44.15.

11. "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.

12. "Permit" means VPA Permit No. VPA00012, which was issued under the State Water Control Law and the Regulation to the Bristow Development Corporation on December 29, 2004 and which expires on December 28, 2014.

13. "Point source" means any discernible, defined and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, vessel or other floating craft, from which pollutants are or may be discharged. 9 VAC 25-32-10.

14. "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.

15. "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.

16. "Regulation" means the VPA Permit Regulation, 9 VAC 25-32-10 *et seq.*

17. "State Water Control Law" means Chapter 3.1 (§ 62.1-44.2 *et seq.*) of Title 62.1 of the Va. Code.

18. "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.

19. "TSS" means total suspended solids.

20. "Va. Code" means the Code of Virginia (1950), as amended.

21. "VAC" means the Virginia Administrative Code.

22. "VPA" means Virginia Pollution Abatement.

23. "Warning Letter" or "WL" means a type of Notice of Alleged Violation under Va. Code § 62.1-44.15.

SECTION C: Findings of Fact and Conclusions of Law

1. Bristow owns and operates the Facility located in Bristow, Virginia in Prince William County. The WWTP, with a design flow of 11,036 gallons per day, services the Bristow Manor Golf Club and approximately twenty-two residences.

2. The Facility is the subject of the Permit which allows Bristow to manage pollutants with wastewater treatment and spray irrigation of treated effluent to 5.2 acres of the Golf Club site, used as a driving range. The Permit does not authorize discharges of wastewater to state waters. The Permit authorizes the site to be operated in strict compliance with the terms and conditions of the Permit.

3. The Department has issued no permits or certificates to Bristow other than VPA Permit No. VPA00012.

4. In submitting its November 2012 monitoring report, as required by the Permit, Bristow detailed that the fecal coliform reported a maximum value for fecal coliform of 1210 n/100mL. On the March 2013 monitoring report, Bristow detailed that reported a maximum value for fecal coliform of >2420 n/100mL.

5. Part I.A.1 of the Permit states the permittee is authorized to discharge wastewater after the stabilization pond that does not exceed a fecal coliform maximum concentration limit of 200 n/100mL.

6. The November 2012 monitoring report failed to include a letter of explanation for the fecal coliform exceedence.

7. Part II D of the Permit states that the permittee has a duty to provide information to determine compliance with the Permit.

8. Based on the provided information, the Department issued WL No. No. W2013-01-N-1008 to Bristow on January 28, 2013, for the violations described in paragraphs C(4) – C(5) above.

9. On March 13, 2013, Bristow's consultant responded to the WL. The response stated that the most likely cause of the exceedance of the fecal coliform permit limitwas running out of chlorine tablets or the clogging of the chlorine tablet feeder during the sampling period.

10. Bristow failed to conduct soil sampling in October 2012 and to submit the 2012 annual soil monitoring report by the required date of January 10, 2013.

11. Part I.A.3.a of the Permit states: "During the period following the effective date of the permit and lasting until the upgrade of the treatment system to tertiary treatment and application of the effluent to the tees, greens, and fairways or the permit's expiration date, the permittee is authorized to manage pollutants in groundwater at the stabilization pond and 5.2 acre application site as specified…Soil samples shall be collected in October and results submitted by January 10th of the following year."

12. In submitting its January 2013 monitoring report, as required by the Permit, Bristow detailed that the monthly average concentration limit for TSS of 30 mg/L was

exceeded with a reported value of 256 mg/L and that the maximum concentration limit for TSS of 60 mg/L was exceeded with a reported value of 510 mg/L.

13. Part I.A.1 of the Permit states the permittee is authorized to land apply wastewater from the stabilization pond that does not exceed a monthly average concentration limit for TSS of 30 mg/L.

14. Part I.A.1 of the Permit states the permittee is authorized to land apply wastewater from the stabilization pond that does not exceed a maximum concentration limit for TSS of 60 mg/L.

15. The January 2013 monitoring report failed to include a letter of explanation for the TSS exceedences.

16. Part II D of the Permit states that the permittee has a duty to provide information to determine compliance with the Permit.

17. Bristow failed to submit to DEQ the annual project summary report by February 10, 2013.

18. Part I.B.27 of the Permit states: "An annual project summary report shall be prepared and submitted by the 10th of February of each year to the DEQ-NRO."

19. Based on the provided information, the Department issued WL Nos.W2013-01-N-1008 and W2013-03-N-1006, to Bristow on March 12, 2013 and April 16, 2013, respectfully, for the violations described in paragraphs C(8) – C(14), above.

20. On March 13, 2013, Bristow's consultant, SES, responded to the March 12, 2013 WL.

21. On May 20, 2013, based on the file review and provided information, the Department issued Notice of Violation (NOV) No. 2013-05-N-0004 to Bristow for the violations described in paragraphs C(4, 8 and 13), above.

22. On May 24, 2013, Bristow submitted a written response to the NOV.

23. On June 5, 2013 based on the file review and provided information, the Department issued Notice of Violation (NOV) No. 2013-06-N-0001 to Bristow for the violations described in paragraph C(13), above.

24. The annual project summary report and the 2012 annual soil monitoring report were received by DEQ on June 23, 2013.

25. On August 14, 2013, Department staff met with representatives of Bristow to discuss the violations, including documents submitted by SES on behalf of Bristow.

26. At the meeting representatives of Bristow stated that they had begun discussions with Prince William County to acquire approval for conversion of the existing Facility and spray field to an AOSS. The conversion will be a phased approach and will use the existing WWTP supplemented with an equalization basin with a completion goal for the conversion of September 2014. In the interim, the chlorine tablet feeder system will replaced with an Ultraviolet (UV) disinfection system.

27. Based on the results of the August 14, 2013 meeting, and the documentation submitted, the Board concludes that Bristow has violated Permit condition Part I.A.1, I.A.3.a, I.B.27, and II D, as described in paragraphs C(4- 18), above.

28. In order for Bristow to complete its return to compliance, DEQ staff and representatives of Bristow have agreed to the Schedule of Compliance, which is incorporated as Appendix A of this Order.

SECTION D: Agreement and Order

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

1. Perform the actions described in Appendix A of this Order; and

2. Pay a civil charge of $4,200.00 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, 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

Bristow 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). If the Department has to refer collection of moneys due under this Order to the Department of Law, Bristow 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 Bristow for good cause shown by Bristow, 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. No. 2013-06-N-0001, dated June 5, 2013, NOV No. 2013-05-N-0004 dated May 20, 2013, Warning Letter No. W2013-04-N-1012 dated April 16, 2013, Warning Letter No. W2013-03-N-1006 dated March 12, 2013, and Warning Letter No. W2013-01-N-1008 dated January 28, 2013. 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, Bristow admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.

4. Bristow 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. Bristow 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 Bristow 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. Bristow 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. Bristow shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Bristow 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 Bristow. Nevertheless, Bristow 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 Bristow has completed all of the requirements of the Order;

    b. Bristow 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 Bristow.

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

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, Bristow voluntarily agrees to the issuance of this Order.

And it is so ORDERED this _____ day of _____, 2013.

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

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Bristow Development Corporation voluntarily agrees to the issuance of this Order.

Date: 10/29/2013 By: Myung Sup Kim, President
(Person) (Title)
Bristow Development Corporation

State of Maryland
~~Commonwealth of Virginia~~
City/County of Allegany

The foregoing document was signed and acknowledged before me this 29 day of October, 2013, by Myung-Sup Kim who is President of Bristow Development Corporation on behalf of the corporation.

Frank Gerwey
Notary Public

3-20-2017 234-82-8624
Registration No.

My commission expires: 3-20-2017

Notary seal:

APPENDIX A
SCHEDULE OF COMPLIANCE

1. Interim Measures

No later than 30 days from the execution of this Order, Bristow shall implement interim measures to ensure compliance with Permit limits. The interim measures shall include the installation of an Ultraviolet (UV) disinfection system to replace the Facility's chlorine tablet feeder.

2. Plant Replacement

No later than 30 days from the execution of this Order, Bristow shall submit to the Department for review and approval, a plan and schedule for the conversion of the existing Facility to an AOSS, or an alternative plan to ensure continued compliance with the Permit. Once approved by DEQ, the plan and schedule will become an enforceable part of this Order.

3. DEQ Contact

Unless otherwise specified in this Order, Bristow shall submit all requirements of Appendix A of this Order to:

Enforcement
Virginia Department of Environmental Quality
Northern Regional Office
13901 Crown Court
Woodbridge, VA 22193