COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY
NORTHERN VIRGINIA REGIONAL OFFICE
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L. Preston Bryant, Jr.
Secretary of Natural Resources

David K. Paylor
Director

Jeffery A. Steers
Regional Director

STATE WATER CONTROL BOARD ENFORCEMENT ACTION

SPECIAL ORDER BY CONSENT

ISSUED TO THE

WOODBRIDGE MHP, LLC

FOR THE

WOODBRIDGE MOBILE HOME PARK SEWAGE TREATMENT PLANT (VPDES PERMIT NO. VA0027855)

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 Woodbridge MHP, LLC regarding the Woodbridge Mobile Home Park Sewage Treatment Plant 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 meaning 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. "STP" means the Woodbridge Mobile Home Park Sewage Treatment Plant located in Prince William County, Virginia.

7. "Regulation" means 9 VAC 25-31-10 *et seq.*, the Virginia Pollutant Discharge Elimination System Permit Regulation.

8. "Permit" means the Virginia Pollutant Discharge Elimination System (VPDES) Permit No. VA0027855.

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

SECTION C: Finding of Fact and Conclusions of Law

1. Woodbridge MHP, LLC ("Woodbridge") owns the STP, which is a 0.0198 MGD sewage treatment plant that treats wastewater from the approximately 98 units in a mobile home park. The STP discharges to an unnamed tributary of Marumsco Creek, which is located within the Potomac and Shenandoah River Basin. Discharges from the STP are the subject of the Permit.

2. The Board has evidence to indicate that Woodbridge has violated the Regulation and the Permit by: (1) exceeding Permit effluent limits for Fecal Coliform, Ammonia as Nitrogen, Biochemical Oxygen Demand, and Total Suspended Solids; and (2) submitting financial assurance documentation late. DEQ NVRO issued four notices of violation (NOV) to Woodbridge for the above-referenced violations as follows: NOV No. W2005-12-N-0004 issued December 12, 2005; NOV No. W2006-03-N-0006 issued March 10, 2006; NOV No. W2006-05-N-0003 issued May 10, 2006 and NOV No. W2006-06-N-0003 issued June 7, 2006.

3. The STP is an antiquated activated sludge plant that is near its design capacity with the current flow it receives. With the influent flow being at a high level the performance of the STP is affected by any amount of inflow and infiltration (I/I) that occurs within the collection system. During heavy rainfall events the influent flow usually surges at the STP causing plant upsets that result in solids loss and unusual discharges to the receiving stream.

4. The STP is operated by Environmental Systems Service, Ltd. ("ESS"). As required by the Permit, during these unusual discharge events ESS collects samples of the effluent and reports the data on the monthly Discharge Monitoring Report (DMR) submissions. ESS also reports these events to DEQ orally and in writing within the required time period. All of the effluent limit violations cited above are a result of sampling from these unusual discharge events.

5. As a result of the noncompliance issues with the STP and the water treatment system at the mobile home park, Woodbridge has been exploring its alternatives to return to compliance since the winter of 2005-2006. Woodbridge asserts it can: (1) complete a major upgrade of the existing STP and collection system to accommodate fewer units (approximately 68); (2) expand the mobile home park to 131 units and hook up to Prince William County Service Authority ("PWCSA") and take the existing STP offline; (3) expand the mobile home park to 131 units and construct a new sewage treatment plant; or (4) close the mobile home park and close the STP.

6. DEQ, Woodbridge, ESS, and PWCSA representatives met on April 14, 2006 to discuss these compliance issues and the preferred option of connecting to the PWCSA and taking the existing STP offline. The position taken by the PWCSA is that it is willing to take Woodbridge's STP flows, however, in terms of cost, the mobile homes will be treated as single family homes and the roads and collection system would need major upgrades to comply with PWSCA's standards. PWSCA estimated that it would cost approximately $850,000 just for the "tap fees" to the mobile home park.

7. Woodbridge asserts that with PWSCA's conditions the connector project is not financially feasible. Woodbridge explored state, federal, and county grants and loans for low income housing to lessen the financial burden but to date has been unable to secure appropriate funding for the connector project.

8. Since the funding issues for the connector project cannot be resolved, Woodbridge has agreed to build a new STP and take the existing STP offline to ensure consistent Permit compliance and ensure the long-term viability of the mobile home park. Woodbridge has signed a contract with an engineering firm, WW Associates, to design and construct the new STP. To offset the cost of construction Woodbridge intends to expand the mobile home park from 98 to 131 units.

9. In the meantime, to manage higher flows that result from heavy rain events at the existing STP during the construction period ESS has developed an interim storm water mode for STP operations. When higher amounts of influent are anticipated the aeration tanks will be pumped down and a portion of the influent will be bypassed to an old polishing pond. After the storm event influent will either be pumped from the polishing pond to the headworks for

preliminary treatment or pumped and hauled to a nearby wastewater treatment facility. The bypass procedure will be included in the Operations and Maintenance (O&M) Manual for the STP. This procedure will remain in effect until the construction of the new STP necessitates taking the polishing pond off line. At that time, ESS will make every effort to contact a local pump and haul company to reduce the wastewater volume in the aeration basin prior to heavy rain events. This capacity buffer should allow the STP to more effectively handle short-term flow increases. If needed, after the rain event Woodbridge will arrange to have seed sludge delivered to ensure adequate treatment efficiency.

10. Appendix A of this Order requires Woodbridge to complete construction of the new STP, take the existing STP offline and revise the Operations and Maintenance (O&M) to include the bypass procedures.

SECTION D: Agreement and Order

Accordingly, the State Water Control Board, by virtue of the authority granted it in Va. Code § 62.1-44.15(8a) and (8d), orders Woodbridge MHP, LLC, and Woodbridge MHP, LLC voluntarily agrees that it will:

1. Perform the actions described in Appendix A of this Order to remedy the violations described above and achieve compliance with the State Water Control Law and Regulations and the Permit requirements.

2. Pay a civil charge of $5,500 within 30 days of the effective date of the Order in the 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
   P.O. Box 1104
   Richmond, VA 23218

Either on a transmittal letter or as a notation on the check, Woodbridge MHP, LLC shall indicate that this payment is submitted pursuant to this Order and shall include the Federal Identification Number for Woodbridge MHP, LLC.

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend the Order with the consent of Woodbridge MHP, LLC, for good cause shown by Woodbridge MHP, LLC, or on its own motion after notice and opportunity to be heard.

2. This Order only addresses and resolves those violations specifically identified herein and listed above in Section C-2. 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 subsequent or subsequently discovered violations; (2) seeking subsequent remediation of the facility as may be authorized by law; or (3) taking subsequent action to enforce the 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, Woodbridge MHP, LLC admits the jurisdictional allegations, factual findings, and conclusions of law contained herein.

4. Woodbridge MHP, 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. Woodbridge MHP, LLC declares it has received fair and due process under the Administrative Process Act, Va. Code § 2.2-4000 *et seq.*, 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 enforce this Order.

6. Failure by Woodbridge MHP, 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 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. Woodbridge MHP, 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 which is beyond its control. Woodbridge MHP, LLC shall show that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Woodbridge MHP, LLC 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 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 within twenty-four (24) hours of learning of any condition above, which Woodbridge MHP, LLC 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. Any plans, reports, schedules, permits, or specification attached hereto or submitted by Woodbridge MHP, LLC 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.

11. This Order shall become effective upon execution by both the Director or his designee and Woodbridge MHP, LLC. Notwithstanding the foregoing, Woodbridge MHP, LLC agrees to be bound by any compliance date, which precedes the effective date of this Order.

12. This Order shall continue in effect until the Director or Board terminates the Order in his or its sole discretion upon 30 days written notice to Woodbridge MHP, LLC. Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Woodbridge MHP, LLC from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

13. By its signature below, Woodbridge MHP, LLC voluntarily agrees to the issuance of this Order.

And it is so ORDERED this day of _____, 2006.

_____

Jeffery A. Steers, Regional Director
Department of Environmental Quality
Northern Virginia Regional Office

Woodbridge MHP, LLC voluntarily agrees to the issuance of ~~this~~ Order.

By:_____
Bradley P. Dressler, Manager
Woodbridge MHP, LLC

Date: 10/16/06

State of Florida
~~Commonwealth of Virginia~~
City/County of Martin

The foregoing document was signed and acknowledged before me this 16 day of October, 2006, by Bradley P. Dressler, who is Manager of Woodbridge MHP, LLC, on behalf of Woodbridge MHP, LLC.

Notary Public State of Florida
Helen K Hanrahan
My Commission DD580727
Expires 08/18/2010

Notary Public

My commission expires: August 18, 2010

APPENDIX A
SCHEDULE OF COMPLIANCE

Woodbridge MHP, LLC shall:

1. By no later than November 30, 2006, submit to DEQ a revised O&M Manual, for review and approval, which details the bypass procedures to use at the STP when heavy rain events are likely to occur.

2. By no later than December 15, 2006, submit to DEQ a Preliminary Engineering Report (PER), for review and approval, for design and construction of the new STP. Woodbridge shall expeditiously respond to any comments on the PER and shall respond within thirty (30) days of receipt of written comments.

3. By no later than June 1, 2007, submit plans and specifications to DEQ, for review and approval, for the design and construction of the new STP. Woodbridge shall expeditiously address any comments from DEQ and shall respond to any comments from DEQ within 30 days of receipt of written comments.

4. Beginning September 30, 2007, submit quarterly construction progress reports to DEQ with the Discharge Monitoring Report ("DMR") submission until all items of the schedule of compliance are complete.

5. By no later than September 30, 2008, submit to DEQ, for review and approval, a closure plan for the existing STP. Woodbridge shall expeditiously address any comments from DEQ and shall respond to any comments from DEQ within 30 days of receipt of written comments.

6. By no later than September 30, 2008, complete construction of the new STP in accordance with the approved plans and specifications and obtain a Certificate to Operate (CTO).

7. By no later than January 1, 2009, achieve compliance with all Permit limits.

8. By no later than March 1, 2009, close the old STP in accordance with the approved closure plan and submit a closure report to DEQ.

9. Woodbridge acknowledges that during the period of construction it may experience additional exceedences of the same Permit conditions which necessitated the installation of the new STP. Accordingly, pending completion of the construction, Woodbridge shall continue to operate the STP in accordance with the Operations and Maintenance (O&M) manual and the Sludge Management Plan (SMP) in order to ensure that the STP produces the best quality effluent of which it is capable, and in order to minimize any additional

exceedences of Permit effluent limits and impacts to water quality that may occur while the new STP is under construction.