COMMONWEALTH of VIRGINIA

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Secretary of Natural Resources

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VIRGINIA WASTE MANAGEMENT BOARD
ENFORCEMENT ACTION - ORDER BY CONSENT
ISSUED TO
THE TOWN OF CHASE CITY
FOR THE
TOWN OF CHASE CITY SANITARY LANDFILL
Solid Waste Permit No. 25

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code § 10.1-1455, between the Virginia Waste Management Board and the Town of Chase City, regarding the Town of Chase City Sanitary Landfill SWP No. 25, for the purpose of resolving violations of the Virginia Waste Management Act and the applicable regulations. This Order supersedes and terminates the Consent Order issued by the Board to the Town of Chase City on December 22, 2003.

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 Virginia Waste Management Board, a permanent citizens' board of the Commonwealth of Virginia, as described in Va. Code §§ 10.1-1184 and -1401.

2. "BRRO" means the Blue Ridge Regional Office of DEQ, located in Roanoke, Virginia.

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 "Landfill" means the Town of Chase City Landfill, Solid Waste Permit No. 25, located in Chase City, Virginia, which is owned and operated by the Town of Chase City.

6. "FAR" means the Financial Assurance Regulations for Solid Waste Disposal, Transfer and Treatment Facilities, 9 VAC 20-70-10 *et seq.*

7. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 10.1-1455.

8. "Order" means this document, also known as a "Consent Order" or "Order by Consent."

9. "Permit" means Solid Waste Permit ("SWP") No. 25, which was issued under the Virginia Waste Management Act and the Regulations to the Town of Chase City on October 1, 1971.

10. "Regulations" or "VSWMR" means the Virginia Solid Waste Management Regulations, 9 VAC 20-80-10 *et seq.*

11. "Town" means the Town of Chase City, a political subdivision of the Commonwealth of Virginia. The Town is a "person" within the meaning of Va. Code [§ 10.1-1300/§ 10.1-1400/§ 62.1-44.3.

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

13. "VAC" means the Virginia Administrative Code.

14. "Virginia Waste Management Act" means Chapter 14 (§ 10.1-1400 *et seq.*) of Title 10.1 of the Va. Code. Article 2 (Va. Code §§ 10.1-1408.1 through -1413.1) of the Virginia Waste Management Act addresses Solid Waste Management.

15. "Warning Letter" or "WL" means a type of Notice of Alleged Violation under Va. Code § 10.1-1455.

SECTION C: Findings of Fact and Conclusions of Law

1. On October 1, 1971, the Town was granted a permit to operate a sanitary landfill by the Commissioner of the Virginia Department of Health, predecessor-in-interest to the Director of DEQ. The Permit allowed for the disposal of sanitary waste. The Town asserts that the Facility last received wastes on or about April 30, 1992.

2. The Town of Chase City ("Town") is party to a Consent Order dated December 22, 2003 ("2003 Order").

3. The 2003 Order required the Town to submit to the Department evidence of financial assurance no later than March 22, 2004. The Town submitted documentation for the local government test but was unable to pass the test for the years 2004-2008. The Town did not submit an alternative form of financial assurance.

4. The Town's revised Corrective Action Plan ("CAP") was due April 29, 2009. The Town did not submit the CAP as required.

5. 9 VAC 20-70-81(A) requires the Town to demonstrate financial responsibility to assure the costs of closure, post-closure, and corrective action are available to protect public health and safety.

6. 9 VAC 20-70-111 & 112 requires the Town to adjust cost estimates for closure, post-closure, & corrective action annually to reflect inflation and provide assurance of financial responsibility.

7. The 2003 Consent Order, Item 3 of the Appendix requires the Town to demonstrate and maintain a financial responsibility mechanism.

8. 9 VAC 20-80-310(A) requires the Town to implement a corrective action program whenever the ground water protection standard is exceeded at statistically significant levels.

9. The 2003 Consent Order, Item 7 of the Appendix requires the Town to implement a corrective action program, if applicable, and that the program shall be consistent with the requirements of 9 VAC 20-80-310(A).

10. In September 2009, based on a review of Department files, the Department issued a Notice of Violation to the Town for the violations described in paragraphs C5 through C9, above.

11. On April 1, 2010, the Department issued another NOV to the Town for the violations described in paragraphs C5 through C9, above.

12. On March 15, 2010, the Town demonstrated financial assurance for closure and post-closure care and the violations described in paragraphs C5 through C7, above, have been corrected.

13. In order for the Town to complete its return to compliance, DEQ staff and representatives of Town 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 § 10.1-1455, the Board orders Responsible Party, and Responsible Party agrees to:

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

2. Pay a civil charge of $5,100 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

   The Town of Chase City shall include its Federal Employer Identification Number (FEIN) 54-6001205 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).

3. This Order supersedes and terminates the Consent Order issued by the Board to the Town of Chase City on December 22, 2003.

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend this Order with the consent of the Town for good cause shown by the Town, 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. 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 Town admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.

4. The Town 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. The Town declares it has received fair and due process under the Administrative Process Act and the Virginia Waste Management Act 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 Town 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 Town 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 Town shall show that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. The Town 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 Town 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. This Order shall become effective upon execution by both the Director or his designee and the Town. Nevertheless, the Town 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 Town 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

    b. the Director or Board terminates the Order in his or its sole discretion upon 30 days' written notice to the Town.

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

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, the Town of Chase City voluntarily agrees to the issuance of this Order.

And it is so ORDERED this 20 day of December, 2010.

Robert J. Weld, Regional Director
Department of Environmental Quality

The Town of Chase City voluntarily agrees to the issuance of this Order.

Date: 12-20-2010 By: Rickey G. Reese, Town Manager
Rickey G. Reese
Town of Chase City

Commonwealth of Virginia
City/County of Mecklenburg

The foregoing document was signed and acknowledged before me this 21 day of December ~~2010~~, by Rickey G. Reese who is the Town Manager of the Town of Chase City, on behalf of the Town.

Virginia W. Ritch
Notary Public

7037952
Registration No.

My commission expires: 4-30-14

Notary seal:

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APPENDIX A
SCHEDULE OF COMPLIANCE

Alternate Source Demonstrations ("ASD")

1. The Town may elect to conduct ASD(s) for cadmium, vinyl chloride, and Bis(2-ethylhexyl)phthalate. If the Town elects to conduct a ASD for any or all of the constituents, the ASDs shall be conducted in accordance with 9 VAC 20-80-300(A)(5).

a. The Town shall submit the ASD(s) no later than June 30, 2011.

b. The Town shall respond to any notices of deficiency with respect to its ASDs in accordance with the notice provided by the Department.

Groundwater

2. The Town shall perform a groundwater corrective action program at the Facility as required by 9 VAC 20-80-310.

a. The Town shall, pursuant to 9 VAC 20-80-300(B)(3), conduct groundwater Assessment Monitoring until the Facility's Corrective Action permit amendment is issued.

b. In order for the Town to select containment and monitoring of natural attenuation as a sole or partial remedy to address groundwater protection standard exceedance under 9 VAC 20-80-310(A)(4), the Town shall provide evidence and documentation that the extent of groundwater contamination is wholly within the Facility boundary and/or adjacent parcels that the Town has obtained the appropriate easements to conduct monitoring of natural attenuation. This evidence and documentation shall be provided by the Town to DEQ by September 30, 2011. The Town shall meet all of the requirements of 9 VAC 20-80-310 to qualify for containment of contamination as a remedy.

c. In the event that the monitoring and natural attenuation described in Appendix A, item 1.b. of this Order is not demonstrated and documented, the Town shall, pursuant to 9 VAC 20-80-310(B), select a different remedy consistent with the Regulations and establish a schedule for initiating and completing remedial activities by March 31, 2012.

d. The Town shall obtain a Corrective Action permit amendment no later than September 30, 2012.

e. The Town shall respond to any notices of deficiency with respect to its corrective action program in accordance with the notice and shall comply with the corrective action provisions in the permit as issued.

Financial Assurance

3. The Town shall demonstrate financial assurance for the costs of post-closure care and the costs of groundwater corrective action associated with solid waste Permit No. 25, as required by the FAR.

a. By December 30, 2010, the Town shall submit costs estimates for post closure care and groundwater corrective action in accordance with 9 VAC 20-70-112 and 113. The Town shall provide updates of these cost estimates as required by the regulations. The Post-closure care cost estimate shall be based on the total cost of post-closure care over the entire post-closure period and shall be based on third party costs. The groundwater corrective action cost estimate shall reflect the total costs of corrective action and shall be based on third party costs, as required by the regulations.

b. By December 30, 2010, the Town shall provide an appropriate financial assurance mechanism or combination of mechanisms under 9 VAC 20-70-140 through 250 and shall submit a complete and approvable financial assurance demonstration packet post marked The financial assurance demonstration packet shall to be sent to:

Virginia Department of Environmental Quality
Office of Financial Assurance
Attention: Leslie Beckwith
Post Office Box 1105
Richmond, VA 23218

c. The Town shall respond to any notices of deficiency with respect to its financial assurance cost estimates or mechanisms in accordance with the notice by the Department.

4. Unless otherwise specified in this Order, the Town shall submit all requirements of Appendix A of this Order to:

Jerry Ford, Jr.
VA DEQ - Blue Ridge Regional Office
3019 Peters Creek Road
Roanoke, VA 24019
Phone: (540) 562-6817
e-mail: Jerry.Ford@deq.virginia.gov