COMMONWEALTH of VIRGINIA

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

David K. Paylor
Director

Steven A. Dietrich
Regional Director

STATE WATER CONTROL BOARD ENFORCEMENT ACTION
SPECIAL ORDER BY CONSENT
ISSUED TO THE
UNITED STATES ARMY, RFAAP (OWNER)
AND
ALLIANT TECHSYSTEMS, INC. (OPERATOR)
FOR THE
RADFORD ARMY AMMUNITION PLANT
(VPDES Permit No. VA0000248)

SECTION A: Purpose

This is a Consent Special Order issued under the authority of Va. Code §62.1-44.15(8d) by the State Water Control Board to the United States Army, RFAAP(Owner) and Alliant Techsystems, Inc., (Operator) for the Radford Army Ammunition Plant for the purpose of resolving certain alleged violations of State Water Control Law and the 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. "WCRO" means the West Central Regional Office of DEQ, located in Roanoke, Virginia.

7. "Permit" means VPDES Permit No.VA0000248, which was reissued to the Parties on June 10, 2005 to authorize discharges from RAAP wastewater treatment facilities.

8. "RAAP" means the Radford Army Ammunition Plant, a manufacturing facility near Radford, Virginia owned by the United States Army, RFAAP and operated by Alliant Techsystems, Inc.

9. "Alliant" means Alliant Techsystems, Inc.

10. "Regulations" means the Permit Regulation, 9 VAC 25-31-10 *et seq.*

11. "The Parties" means the United States Army, RFAAP (Owner) and Alliant Techsystems, Inc., (Operator).

SECTION C: Department's Findings of Fact and Conclusions of Law

1. DEQ issued Warning Letter ("WL") No. W2005-10-W-1012 to Alliant on October 20, 2005. That WL alleged the following effluent limit violation: pH minimum at Outfall 006 in August 2005. This violation was caused by an acid release that occurred because of a plant-wide power failure.

2. DEQ issued WL No. W 2005-12-W-1010 to Alliant on December 14, 2005. That WL alleged the following effluent limit violations: TSS average loading, TSS maximum loading, and TSS maximum concentration at Outfall 007 in October 2005.

3. In a letter dated June 27, 2006, Alliant reported a release of approximately 3 to 5 gallons of product to a stormwater trough leading to Outfall 012. No effluent limit violation at Outfall 012 resulted from this release.

4. In a letter received on August 9, 2006, Alliant reported a release of fly ash at Outfall 006. The letter stated that the incident occurred on August 4, 2006 and that the ash formed a plume in the New River approximately twenty-five feet wide and fifty feet long. The incident was caused by wash down of the power house roof.

5. In a letter dated August 11, 2006, Alliant reported a release of approximately 10 to 15 gallons of waste acid to the stormwater system that flows to Outfall 012. No effluent limit violation at Outfall 012 resulted from this release. This acid spill was able to reach the stormwater system because two valves were accidentally left open during a maintenance operation. In an effort to prevent recurrence of this incident, Alliant has locked these valves closed and has instituted a policy of storing the keys to the valves in the maintenance shop.

6. DEQ issued WL No. W2006-10-W-1011 to Alliant on October 11, 2006. That WL stated that

Alliant had reported the following unpermitted discharges: a plume of fly ash from Outfall 006 on August 4, 2006; 10-15 gallons of waste acid from Outfall 012 on August 8, 2006; 3-5 gallons from Outfall 012 on June 26, 2006.

7. In a letter dated October 18, 2006, Alliant reported a 29.5 minute pH excursion at Outfall 007. During that excursion, pH reached 11.4 SU intermittently. This incident was caused by operator error. Due to overcorrection of the pH exceedance, pH during this incident also briefly reached 4.1 SU.

8. DEQ issued WL No. W2006-12-W-1005 to Alliant on December 8, 2006. That WL alleged the following effluent limit violations: pH minimum and pH maximum at Outfall 007 in October 2006; pH individual excursion time at Outfall 007 in October 2006. The WL also stated that Alliant had reported an unpermitted discharge of approximately 112,000 gallons of wastewater on October 17, 2006. This reference in the WL pertains to the estimated volume of effluent that exceeded the pH limits.

9. DEQ issued WL No. W2007-03-W-1008 to Alliant on March 19, 2007. That WL alleged the following effluent limit violations: BOD_5 loading average, BOD_5 loading maximum, and BOD_5 concentration maximum at Outfall 029 in January 2007; COD loading average, COD loading maximum, and COD concentration maximum at Outfall 029 in January 2007. The WL also stated that Alliant had reported an unpermitted discharge of approximately 100 gallons of spent acid solution from Outfall 041.

10. In a letter dated August 2, 2007, Alliant reported a release that occurred on July 29, 2007 that was caused by the failure of an expansion joint in the acid area. An unknown volume of acid eventually reached Outfall 006 via a storm drain. The release caused a temporary decrease of the pH of Outfall 006 to 2.8 SU. As a result of efforts by Alliant to correct the effluent pH with soda ash, the pH of the discharge temporarily peaked at 9.8 SU.

11. In a letter dated August 15, 2007, Alliant reported a five-minute pH excursion at Outfall 006 that occurred on August 13, 2007. During that excursion, effluent pH reached 9.3 SU. This incident occurred during a temporary scheduled plant shut-down. Investigation by Alliant personnel has not revealed a cause for this excursion.

12. DEQ issued a Notice of Violation ("NOV") No. W2007-10-W-0002 to Alliant on October 31, 2007. That NOV alleged the following effluent limit violations: pH minimum and pH maximum at Outfall 006 in July 2007; pH maximum at Outfall 006 in August 2007; COD loading at Outfall 029 in February 2007.

13. Alliant responded to the October 2007 NOV with a letter dated November 8, 2007. That letter explained the causes of the violations alleged in the NOV and the corrective actions taken in response to those violations by Alliant.

14. On December 4, 2007, DEQ and Alliant staff met to discuss the October 2007 NOV.

15. Alliant further explained the 2007 incidents related to Outfall 006 in a letter dated December 27, 2007. That letter included the statement that the during the July 2007 pH minimum violation, the effluent pH was less than 6 SU for approximately six minutes.

16. Based on information received in the correspondence and meeting referenced above, the violations cited herein have been addressed by facility repairs, operational modifications, and operation training. Accordingly, no injunctive relief is required to address the violations cited in this Order.

SECTION D: Agreement and Order

Accordingly, the State Water Control Board, by virtue of the authority granted it in §62.1-44.15(8d), orders Alliant, and Alliant agrees, to pay a civil charge of Seven Thousand Two Hundred Eighty Dollars ($7,280.00) within 30 days of the effective date of this 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". Payment shall be sent to:

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

Payment shall include Alliant's federal identification number and shall state that it is being tendered in payment of the civil charges assessed under this Order.

SECTION E: Administrative Provisions

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

2. This Order only addresses and resolves those violations specifically identified herein, including those addressed in NOV No. W2007-10-W-0002, WL No. W2005-10-W-1012, WL No. W2005-12-W-1010, WL No. W2006-10-W-1011, WL No. W2006-12-W-1005, WL No. W2007-3-W-1008. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (a) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (b) seeking subsequent remediation of the facility as may be authorized by law; or (c) taking subsequent action to enforce this Order. This Order shall not preclude appropriate enforcement actions by other federal, state, or local regulatory authorities for matters not addressed herein. The Parties do not waive any rights they may have to object to enforcement actions by other federal, state, or local authorities arising out of the same or similar facts alleged in this Order.

3. For purposes of this Order and subsequent actions with respect to this Order, the Parties admit the jurisdictional allegations contained herein. The Parties neither admit nor deny any allegation of fact or law set forth in this Consent Order.

4. Alliant 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 Parties declare that they have received fair and due process under the Administrative Process Act, Va. Code §§ 2.2-4000 *et seq.* and waive 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, except that the Parties reserve their right to a hearing or other administrative proceeding authorized or required by law or to judicial review of any issue of fact or law contained in any subsequent amendments to this Order issued without the consent of the Parties. 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 or the Director to 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. The Parties do not waive any rights they may have to object to enforcement actions by other federal, state, or local authorities arising out of the same or similar facts alleged in this Order.

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 their part. Nothing in this Order shall be interpreted to require obligation or payment of funds by the United States Army, RFAAP in violation of the Anti-Deficiency Act, 31 U.S.C. Sec. 1341. The Parties shall notify the WCRO 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 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 WCRO Regional Director within twenty-four hours 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 of inability to comply

with a requirement of this Order.

9. This Order is binding on Alliant, its 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.

11. This Order shall terminate upon receipt of the funds specified in Section D herein. 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. By the signatures of the authorized officials below, the Parties voluntarily agree to the issuance of this Order.

13. Each undersigned representative of the Parties by his or her signature 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.

And it is so ORDERED this day of _____, 2008.

_____
Steven A. Dietrich, Regional Director
West Central Regional Office
Department of Environmental Quality

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

By: _____

Date: 20 MAR 08

Commonwealth of Virginia

City/County of Montgomery

The foregoing instrument was acknowledged before me this 20th day of March, 2008, by Jon R. Drushal, who is the Commander of the Radford Army Ammunition Plant.

Lisa Y. Epperly
Notary Public

Lisa Y. Epperly
Notary Public
Commonwealth of Virginia
My Commission Expires Aug 31, 2011
Notary Registration # 218415

My commission expires: 8-31-11

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

By: _____

Date: March 20, 2008

Commonwealth of Virginia

City/County of Montgomery

The foregoing instrument was acknowledged before me this 20th day of March, 2008, by Kent Holiday, who is VP + General Mgr. of Alliant Techsystems, Inc., on behalf of said organization.

Lisa Y. Epperly
Notary Public

My commission expires: 8-31-11

Lisa Y. Epperly
Notary Public
Commonwealth of Virginia
My Commission Expires Aug 31, 2011
Notary Registration # 218415