



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

NORTHERN REGIONAL OFFICE

13901 Crown Court, Woodbridge, Virginia 22193

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Douglas W. Domenech
Secretary of Natural Resources

David K. Paylor
Director

Thomas A. Faha
Regional Director

**STATE WATER CONTROL BOARD ENFORCEMENT ACTION
A SPECIAL ORDER BY CONSENT
ISSUED TO
KING GEORGE COUNTY SERVICE AUTHORITY
FOR THE
PURKINS CORNER WASTEWATER TREATMENT PLANT
(VPDES Permit No. VA0070106)
AND THE
OAKLAND PARK WASTEWATER TREATMENT PLANT
(VPDES Permit No. VA0086789)**

SECTION A: Purpose

This is a Consent Special Order issued under the authority of Va. Code §§ 62.1-44.15 between the State Water Control Board and King George County Service Authority regarding the Purkins Corner Wastewater Treatment Plant and the Oakland Park Wastewater Treatment Plant for the purpose of resolving certain violations of 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 §§ 10.1-1184 and 62.1-44.7.
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. "KGCSA" means the King George County Service Authority.
6. "NRO" means the Northern Regional Office of DEQ, located in Woodbridge, Virginia.
7. "O&M" means operations and maintenance.
8. "Oakland Park WWTP" means the Oakland Park Wastewater Treatment Plant located in King George County, Virginia.
9. "Oakland Permit" means Virginia Pollutant Discharge Elimination System (VPDES) Permit No. VA0086789
10. "Order" means this document, also known as a Consent Special Order.
11. "Purkins Corner WWTP" means the Purkins Corner Wastewater Treatment Plant located in King George County, Virginia.
12. "Purkins Permit" means Virginia Pollutant Discharge Elimination System (VPDES) Permit No. VA0070106.

SECTION C: Findings of Fact and Conclusions of Law

1. KGCSA owns and operates the Purkins Corner WWTP and the Oakland Park WWTP which are located in King George County, Virginia. The Purkins WWTP is the subject of the Purkins Permit, which authorizes KGCSA to discharge to Pine Hill Creek, located in the Potomac River Basin. The Oakland Park WWTP is the subject of the Oakland Permit, which authorizes KGCSA to discharge to Muddy Creek in the Rappahannock River Basin.
2. The Board has evidence to indicate that KGCSA violated VPDES Permit Regulation, Part 9 VAC 25-31-50(A) and the Purkins Permit as evidenced by discharge monitoring reports ("DMR") that show exceedances of permitted limits for TKN, TSS, Carbonaceous Biochemical Oxygen Demand (CBOD₅), pH, E. Coli, Total Phosphorus, Total Recoverable Copper, Total Recoverable Lead, Total Recoverable Selenium, Total Recoverable Silver, and Total Recoverable Zinc based upon the permitted limits, as follows:
 - a. TKN – Exceedances reported for February and March 2007, February 2008, April 2008, June 2008, October and December 2008, January 2009, February 2009, and April through November 2009, and January through April 2010;
 - b. TSS – Exceedances reported for January and February 2007, April 2007 and May 2007, January through March 2008, December 2008, January 2009,

- February 2009, and April 2009, January 2010, February 2010, May 2010, and June 2010;
- c. CBOD₅ – Exceedances reported for February 2007; February 2008; December 2008, and January through April 2009;
 - d. pH – Exceedances reported for January 2008;
 - e. E. Coli – Exceedances reported for February 2008, March 2008, April 2008, and March 2009;
 - f. Total Phosphorus – Exceedances reported for September 2008, October 2008, December 2008, and February through April 2009, July 2009, and January 2010;
 - g. Total Recoverable Copper-Exceedances reported for March 2007, May through July 2007, October 2007, December 2007, January through February 2008, July 2009, January 2010, and August 2010;
 - h. Total Recoverable Lead-Exceedances reported for September and October 2007;
 - i. Total Recoverable Selenium-Exceedances reported for July 2007;
 - j. Total Recoverable Silver-Exceedances reported for October 2007 and January 2008;
 - k. Total Recoverable Zinc-Exceedances reported for January through December 2007 and January 2008.
3. In addition to the foregoing permit limit exceedances at the Purkins WWTP:
 - a. KGCSA failed to submit revised O&M manual following changes at the Purkins WWTP in violation of Part I, page 5, Section C.3 of the Permit.
 - b. KGCSA failed to timely correct deficiencies found in the UV system and noted in inspection reports dated April 25, 2008, May 22, 2008, July 18, 2008, September 23, 2008, and December 15, 2008 in violation of Part I, page 6, Section Q of the Permit.
 4. The Board also has evidence to indicate that KGCSA violated VPDES Permit Regulation, Part 9 VAC 25-31-50.A and the Oakland Park Permit as evidenced by discharge monitoring reports that show exceedances of permitted effluent limits for Total Recoverable Copper, Total Kjeldahl Nitrogen (TKN), Total Suspended Solids (TSS), Total Phosphorus, Carbonaceous Biochemical Oxygen Demand (CBOD₅), and Dissolved Oxygen (DO) as follows:

- a. Copper (Reported as Total Recoverable and Dissolved) – Exceedances reported for January through May 2007, July through October 2007, January through September 2008, January 2009, August 2009 through October 2009, and June through September 2010;
 - b. TKN – Exceedances reported for January through May 2007; November 2007, January and February 2008, May 2008, October through December 2008, and January through March 2009;
 - c. TSS – Exceedances reported for November and December 2007, January 2008, and April 2008;
 - d. Total Phosphorus – Exceedance reported for April 2008 and May 2010;
 - e. DO – Exceedance for May 2007;
 - f. CBOD₅ – Exceedance for July 2009, March 2010, and June 2010;
 - g. CL2- Violation for September 2010
5. These exceedances and violations include all exceedances and violations known by the Board for the period of 2007 to 2010 for both Purkins Corner WTP and Oakland Park WTP.
 6. Based on the results of the DMRs and the inspections reports, the Board concludes that KGCSA has violated the Purkins Permit, the Oakland Permit and 9 VAC 25-31-50(A) by discharging treated sewage and municipal wastes from the Purkins WWTP and Oakland Park WTP while concurrently failing to comply with the conditions of the Permits, as described in paragraphs C(2) through C(4) which include all known violations of KGCSA by the Board for the period of 2007 to November 2010 for both WWTPs.
 7. KGCSA asserts that it will be capable of meeting permit effluent limits once the plant upgrades are complete. In order for KGCSA to return to compliance, DEQ staff and representatives of KGCSA have agreed to the Schedule of Compliance, which is incorporated as Appendix A and Appendix B 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 KGCSA, and KGCSA agrees to:

1. Perform the actions described in Appendices A, B, C, D, and E of this Order; and
2. Pay a civil charge of \$50,000 in settlement of the violations cited in this Order, to be paid as follows:

- a. KGCSA shall pay \$ 12,500 of the civil charge within 30 days of the effective date of this Order. Payment shall be made by check, certified check, money order or cashier's check payable to the "Treasurer of Virginia," delivered to:

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

KGCSA 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).

- b. KGCSA shall satisfy \$37,500 of the civil charge by satisfactorily completing the Supplemental Environmental Project (SEP) described Appendix C of this Order.
- c. The net project costs of the SEP to KGCSA shall not be less than the amount set forth in Paragraph D.2.b. If it is, KGCSA shall pay the remaining amount in accordance with Paragraph D.2.a of this Order, unless otherwise agreed to by the Department. "Net project cost" means the net present after-tax cost of the SEP, including tax savings, grants, and first-year cost reductions and other efficiencies realized by virtue of project implementation. If the proposed SEP is for a project for which the party will receive an identifiable tax savings (e.g., tax credits for pollution control or recycling equipment), grants, or first-year operation cost reductions or other efficiencies, the net project cost shall be reduced by those amounts. The costs of those portions of SEPs that are funded by state or federal low-interest loans, contracts, or grants shall be deducted.
- d. By signing this Order KGCSA certifies that it has not commenced performance of the SEP.
- e. KGCSA acknowledges that it is solely responsible for completing the SEP project. Any transfer of funds, tasks, or otherwise by KGCSA to a third party, shall not relieve KGCSA of its responsibility to complete the SEP as described in this Order.
- f. In the event it publicizes the SEP or the SEP results, KGCSA shall state in a prominent manner that the project is part of a settlement of an enforcement action.
- g. The Department has the sole discretion to:
- i. Authorize any alternate, equivalent SEP proposed by the Facility; and
 - ii. Determine whether the SEP, or alternate SEP, has been completed in a satisfactory manner.

- h. Should the Department determine that KGCSA has not completed the SEP, or alternate SEP, in a satisfactory manner, the Department shall so notify KGCSA in writing. Within 30 days of being notified, KGCSA shall pay the amount specified in Paragraph D.2.b, above, as provided in Paragraph D.2.a, above.

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend the Order with the consent of KGCSA, for good cause shown by KGCSA, or on its own motion after notice and opportunity to be heard.
2. This Order only addresses and resolves those violations specifically identified herein. 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 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 only, KGCSA admits to the jurisdictional allegations, and agrees not to contest, but neither admits nor denies, the findings of fact and conclusions of law in this Order.
4. KGCSA 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. KGCSA 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 KGCSA 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. KGCSA 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. KGCSA shall show that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. KGCSA 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 24 hours of learning of any condition above, which KGCSA 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 or specifications attached hereto or submitted by KGCSA 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 KGCSA. Notwithstanding the foregoing, KGCSA agrees to be bound by any compliance date which precedes the effective date of this Order.
12. This Order shall continue in effect until:
 - a. KGCSA 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 KGCSA.

Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve KGCSA 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, KGCSA voluntarily agrees to the issuance of this Order.

And it is so ORDERED this 4th day of August, 2011.


Thomas A. Faha, Regional Director
Department of Environmental Quality

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Consent Order
Purkins Corner and Oakland Park, WWTPs
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KGCSA voluntarily agrees to the issuance of this Order.

By: Christopher F. Thomas

Date: June 22, 2011

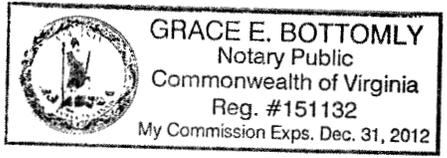
Commonwealth of Virginia
City/County of King George

The foregoing document was signed and acknowledged before me this 22nd day of
June, 2011, by Christopher F. Thomas, who is
(name)

General Manager of KGCSA, on behalf of KGCSA.
(title)

Grace E. Bottomly
Notary Public

My commission expires: 12/31/2012



APPENDIX A

KGCSA shall at the Purkins WWTP:

1. Achieve compliance with permit effluent limitations within 60 days of DEQ issuance of a Certificate to Operate (CTO) for any modification or upgrade of the Purkins Corner WWTP or no later than January 15, 2012, whichever occurs first. The modification or upgrade shall be in accordance with the approved Certificate to Construct issued to KGCSA.
2. Submit monthly progress reports to DEQ outlining the projects and steps taken to achieve compliance as outlined in paragraph 1. Said monthly reports shall be due on the 10th of each month and submitted as an attachment with the monthly Discharge Monitoring Report.
3. Operate the WWTP in a manner that produces the best quality effluent of which it is capable in order to minimize impacts to state water during the period of time when it is implementing the corrective action referenced in paragraph one.

APPENDIX B

INTERIM EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS FOR THE PURKINS WWTP

During the period beginning with the effective date of this Order and lasting until either 60 days after CTO issuance for any modification and upgrade of the Purkins Corner WWTP or by January 15, 2012, whichever comes first, KGCSA shall monitor and limit the discharge from Outfall 001 at the WWTP in accordance with VPDES Permit No. VA0070106, except as specified below. These interim limits shall apply in lieu of the Total Suspended Solids (TSS), Total Kjeldahl Nitrogen (TKN), and Dissolved Oxygen (DO) and Total Recoverable Copper limits in the Permit and shall retroactively apply, if applicable, as of the first day of the month in which this Order becomes effective. These requirements shall be construed in light of the Board's Permit Regulation.

PARAMETER	PARAMETER LIMITATIONS				MONITORING REQUIREMENTS	
	Monthly Average	Weekly Average	Minimum	Maximum	Frequency	Sample Type
Total Suspended Solids, TSS	30 mg/L N/L kg/day	45 mg/L N/L	N/A	N/A	3D/W	8H-C
Total Kjeldahl Nitrogen, TKN	N/L mg/L N/L lb/day	N/L	N/A	N/A	2/M	8H-C
Ammonia as N (Nov – Apr)	5.8 mg/L N/L kg/day	N/L	N/A	N/A	1D/W	8H-C
Ammonia as N (May – Oct)	3.0 mg/L N/L kg/day	N/L	N/A	N/A	1D/W	8H-C
Dissolved Oxygen	N/A	N/A	6.0 mg/L	N/A	1/D	Grab
E. coli (Geometric Mean) ⁽¹⁾	126 n/100 mLs	N/A	N/A	N/A	3D/W	Grab
Total Recoverable Copper	N/L	N/L	N/L	N/L	1/M	Grab

1/D = Once per day
1D/W = One day per week
3D/W = Three days a week
1/M = One day per month

N/L = No Limit
N/A = Not applicable

2/M = Twice every month, > 7 days apart
8H-C = A flow proportional composite sample collected automatically, and discretely or continuously, for the entire discharge of the monitored 8-hour period.
Grab = An individual sample collected over a period of time not to exceed 15-minutes.
(1) Between 10:00 am and 4:00 pm

APPENDIX C

KGCSA shall at the Oakland Park WWTP:

1. Achieve compliance with permit effluent limitations within 60 days of DEQ issuance of a Certificate to Operate (CTO) for any modification or upgrade of the Oakland Park WWTP or no later than January 15, 2012, whichever occurs first. The modification or upgrade shall be in accordance with the approved Certificate to Construct issued to KGCSA.
2. Submit monthly progress reports to DEQ outlining the projects and steps taken to achieve compliance as outlined in paragraph 1. Said monthly reports shall be due on the 10th of each month and submitted as an attachment with the monthly Discharge Monitoring Report.
3. Operate the WWTP in a manner that produces the best quality effluent of which it is capable in order to minimize impacts to state water during the period of time when it is implementing the corrective action referenced in paragraph one.

APPENDIX D

INTERIM EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS FOR THE OAKLAND WWTP

During the period beginning with the effective date of this Order and lasting until either 60 days after CTO issuance for any modification and upgrade of the Oakland Park WWTP or by January 15, 2012, whichever comes first, KGCSA shall monitor and limit the discharge from Outfall 001 at the WWTP in accordance with VPDES Permit No. VA0086789, except as specified below. These interim limits shall apply in lieu of the Total Recoverable Copper limits in the Permit and shall retroactively apply, if applicable, as of the first day of the month in which this Order becomes effective. These requirements shall be construed in light of the Board's Permit Regulation.

PARAMETER	PARAMETER LIMITATIONS				MONITORING REQUIREMENTS	
	Monthly Average	Weekly Average	Minimum	Maximum	Frequency	Sample Type
Total Recoverable Copper	N/L	N/L	N/L	N/L	1/M	Grab

1/M = One day per month

N/L = No Limit

Grab = An individual sample collected over a period of time not to exceed 15-minutes.

APPENDIX E

SUPPLEMENTAL ENVIRONMENTAL PROJECT

In accordance with Va. Code § 10.1-1186.2, KGCSA shall perform the Supplemental Environmental Project (SEP) identified below in the manner specified in this Appendix.

1. The SEP to be performed by KGCSA is to disconnect the King George County Parks and Recreation Citizen Center from the existing septic system and connect to the public sanitary sewer system for conveyance to and treatment at the Purkins Corner WWTP
2. The SEP shall be completed according to the following schedule. This schedule may only be altered with DEQ approval:

Task	COMPLETE BY
1. Request Certificate to Construct	August 15, 2011
2. Complete Engineering	August 15, 2011
4. Submit to DEQ and VDOT any required approvals	November 15, 2011
5. Advertise for Construction	December 15, 2011
6. Open Bids; Obtain Board Approval to Execute Contract	January 15, 2011
7. Complete Construction	March 15, 2012
8. Request for Certificate to Operate	April 15, 2012

3. KGCSA shall submit progress reports to DEQ on the SEP on a monthly basis, due the 10th day of each month. If the above schedule cannot be met, KGCSA must thoroughly document in writing to DEQ the reasons for the failure within 10 days of KGCSA discovering that the schedule cannot be met. Any changes in the schedule must be with DEQ approval. If DEQ does not approve the altered schedule, KGCSA must then act in accordance with Item #5 below.
4. KGCSA shall submit a written final report on the SEP, verifying that the SEP has been completed in accordance with the terms of this Order, and certified either by a Certified Public Accountant or by a authorized representative of KGCSA. KGCSA shall submit the final report and certification to the Department within 45 days of completion of the SEP according to the schedule above in Item #2.
5. If the SEP has not or cannot be completed as described in the Order, KGCSA shall notify DEQ in writing no later than 10 days after KGCSA knows that the SEP has not or cannot be completed as described in this Order but no later than March 1, 2012. Such notification shall include:
 - a. an alternate SEP proposal, or
 - b. payment of the amount specified in Section D Paragraph 2.b as described in Section D Paragraph 2.a.
6. KGCSA hereby consents to reasonable access by DEQ or its staff to property or documents under the party's control, for verifying progress or completion of the SEP.

7. KGCSA shall submit to the Department written verification of the final overall and net project cost of the SEP in the form of a certified statement itemizing costs, invoices and proof of payment, or similar documentation within 45 days of the project completion date. For the purposes of this submittal, net project costs can be either the actual, final net project costs or the projected net project costs if such projected net project costs statement is accompanied by a CPA certification or certification from KGCSA's Chief Financial Officer concerning the projected tax savings, grants or first-year operation cost reductions or other efficiencies.
8. Documents to be submitted to the Department, other than the civil charge payment described in Section D of the Order, shall be sent to:

Sarah Baker
Enforcement Manager
DEQ NRO
13901 Crown Court
Woodbridge, Virginia 2219