



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

NORTHERN REGIONAL OFFICE

13901 Crown Court, Woodbridge, Virginia 22193

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Molly Joseph Ward
Secretary of Natural Resources

David K. Paylor
Director

Thomas A. Faha
Regional Director

**STATE WATER CONTROL BOARD
ENFORCEMENT ACTION - ORDER BY CONSENT
ISSUED TO
UNIVERSAL AIR & VACUUM SERVICES, LLC
FOR THE
VEHICLE WASH FACILITY
LOCATED AT THE
ARNA VALLEY EXXON STATION
VPDES PERMIT NO. VAG75
REGISTRATION NUMBER VAG750155**

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 Universal Air & Vacuum Services, LLC, regarding the vehicle wash facility located at the Arna Valley Exxon Station, 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. "305(b) report" means the report required by Section 305(b) of the Clean Water Act (33 United States Code § 1315(b)), and Va. Code § 62.1-44.19:5 for providing Congress and the public an accurate and comprehensive assessment of the quality of State surface waters.
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, as described in Va. Code § 10.1-1185.
5. "Discharge" means discharge of a pollutant. 9 VAC 25-31-10
6. "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.
7. "DMR" means Discharge Monitoring Report.
8. "Effluent" means wastewater – treated or untreated – that flows out of a treatment plant, sewer, or industrial outfall.
9. "Facility" means the coin operated self-service vehicle wash facility located at the Arna Valley Exxon Station, 2720 S. Glebe Road, Arlington, Virginia, that treats and discharges treated industrial wastes from Universal Air & Vacuum Services, LLC co-located business operations under VPDES Permit No. VAG75.
10. "MS4" means municipal separate storm sewer system.
11. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 62.1-44.15.
12. "NRO" means the Northern Regional Office of DEQ, located in Woodbridge, Virginia.
13. "O&M" means operations and maintenance.
14. "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.
15. "Permit" means VPDES Permit No. VAG750155, which was issued under the State Water Control Law on October 16, 2012 and which expires on October 15, 2017. Universal applied for registration under the Permit and was issued Registration Number VAG750155 on October 16, 2012.

16. "Pollutant" means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials (except those regulated under the Atomic Energy Act of 1954, as amended (42 USC § 2011 *et seq.*)), heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste discharged into water... 9 VAC 25-31-10.
17. "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.
18. "Registration statement" means a registration statement for coverage under a storm water general permit.
19. "Regulation" means the General Virginia Pollutant Discharge Elimination System (VPDES) Permit for Discharges of Storm Water Associated with Industrial Activity," 9 VAC 25-151-10, *et seq.*
20. "State Water Control Law" means Chapter 3.1 (§ 62.1-44.2 *et seq.*) of Title 62.1 of the Va. Code.
21. "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.
22. "TSS" means Total Suspended Solids.
23. "Universal" means Universal Air & Vacuum Services, LLC a corporation authorized to do business in Virginia and its affiliates, partners, and subsidiaries. Universal is a "person" within the meaning of Va. Code § 62.1-44.3.
24. "Va. Code" means the Code of Virginia (1950), as amended.
25. "VAC" means the Virginia Administrative Code.
26. "VPDES" means Virginia Pollutant Discharge Elimination System.

27. "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. Universal owns and operates the Facility. The Permit allows Universal to discharge vehicle wash water from the Facility into Four Mile Run, in strict compliance with the terms and conditions of the Permit.
2. Four Mile Run is located in the Potomac River Basin. Four Mile Run is listed in DEQ's 305(b) report as impaired for recreation caused by high Escherichia coli levels and for fish consumption caused by high Chlordane levels.
3. In submitting the 2013 DMR (January 1, 2013 through December 31, 2013) on January 8, 2014, as required by the Permit, Universal did not report flow, pH, TSS, and Oil & Grease. The 2013 DMR noted that no samples were taken during 2013, as required by the Permit.
4. Part I, Section A of the Permit states in relevant part that "Discharge Monitoring Reports of yearly monitoring (January 1 to December 31) shall be submitted to the DEQ regional office no later than the 10th day of January each year."
5. NRO issued a Notice of Violation for the monitoring violations as described in paragraph C(3) above, NOV No. W2014-02-N-0010, dated February 20, 2014, and revised on March 4, 2014.
6. On April 24, 2014, Universal responded to the Notice of Violation by submitting sampling results for the 2014 monitoring period to DEQ.
7. The April 24, 2014, sampling results reported on a DMR cited exceedances of: the maximum concentration for TSS of 304 mg/L and the maximum concentration for Oil & Grease of 28.4 mg/L.
8. Part I, Section A, of the Permit states that discharges of wastewater originating from vehicle wash facilities shall not exceed the following permit limits:
 - a. A maximum concentration limit for TSS of 60 mg/L.
 - b. A maximum concentration limit for Oil & Grease of 15 mg/L.
9. On April 25, 2014, DEQ inspected the Facility with Arlington County.
10. NRO issued a Notice of Violation, for the violations as described in paragraphs C(7) – C(8) above, NOV No. W2014-05-N-0007, dated June 2, 2014.

11. On September 8, 2014, Department staff met with representatives of Universal to discuss the violations, including Universal's written responses.
12. On November 12, 2014, DEQ met with Universal and the company's consultant, Whitfield Environmental, to discuss the Draft Order and the sampling procedures. At the meeting, Universal submitted a revised O&M for review and the monitoring report for the sampling conducted on October 23, 2014, using an alternate sampling method. The sampling results demonstrated the Facility is operating within Permit limits.
13. On March 17, 2015, Universal informed DEQ, that the Facility was closed and would be requesting termination of the Permit.
14. Va. Code § 62.1-44.5 states that: "[E]xcept in compliance with a certificate issued by the Board, it shall be unlawful for any person to discharge into state waters sewage, industrial wastes, other wastes, or any noxious or deleterious substances."
15. The Regulation, at 9 VAC 25-151-70, also states that except in compliance with a VPDES permit, or another permit issued by the Board, it is unlawful to discharge into state waters sewage, industrial wastes or other wastes.
16. Va. Code § 62.1-44.15(5a) states that a VPDES permit is a "certificate" under the statute.
17. The Department has issued coverage under no permits or certificates to Universal other than under VPDES Permit No. VAG75.
18. Four Mile Run is a surface water located wholly within the Commonwealth and is a "state water" under State Water Control Law.
19. Based on the results of the April 25, 2014 inspection, the September 8, 2014 meeting, and the documentation submitted on January 8, 2014 and April 24, 2014, the Board concludes that Universal has violated the Permit, Va. Code § 62.1-44.5, and 9 VAC 25-31-50.A, by discharging vehicle wash water, while concurrently failing to comply with the conditions of the Permit, as described in paragraph C(3) and C(7), above.
20. In order for Universal to return to compliance, DEQ staff and representatives of Universal 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 Universal, and Universal agrees to:

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

2. Pay a civil charge of \$1,497.00 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

Universal 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, Universal 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 Universal for good cause shown by Universal, 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. W2014-02-N-0010, dated February 20, 2014, and a revised on March 4, 2014 and NOV No. W2014-05-N-0007, dated June 2, 2014. 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, Universal admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.
4. Universal 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. Universal 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 Universal 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. Universal 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. Universal shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Universal 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.

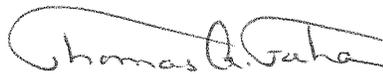
9. This Order is binding on the parties hereto and any successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and Universal. Nevertheless, Universal agrees to be bound by any compliance date which 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 Universal has completed all of the requirements of the Order;

- b. Universal 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 Universal.

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

And it is so ORDERED this 30th day of June, 2015



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

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Universal Air & Vacuum Services, LLC voluntarily agrees to the issuance of this Order.

Date: 12/26/2014 By: J. Len. S. Shavone President
(Person) (Title)
Universal Air & Vacuum Services, LLC

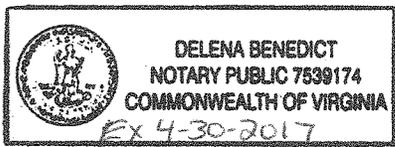
Commonwealth of Virginia
City/County of Manassas/Prince William

The foregoing document was signed and acknowledged before me this 26th day of
December, 2014, by Haris Sharma who is
President of Universal Air & Vacuum Services, LLC on behalf of the
LLC.

Deleena Benedict
Notary Public
7539174
Registration No.

My commission expires: April 30, 2017

Notary seal:



APPENDIX A SCHEDULE OF COMPLIANCE

1. **Corrective Action:**

- a. No later than August 1, 2015, Universal shall submit a VPDES permit termination request form to DEQ.

2. **DEQ Contact**

Unless otherwise specified in this Order, Universal 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