



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

NORTHERN REGIONAL OFFICE

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STATE WATER CONTROL BOARD ENFORCEMENT ACTION - ORDER BY CONSENT ISSUED TO COVERSTONE ASSOCIATES, A VIRGINIA LIMITED PARTNERSHIP FOR THE COVERSTONE APARTMENTS OIL DISCHARGE

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code § 62.1-44.34:20, between the State Water Control Board and Coverstone Associates, a Virginia limited partnership, for the Coverstone Apartments Oil Discharge, for the purpose of resolving certain violations of the State Water Control Law and the applicable regulations.

SECTION B: Definitions

Unless the context indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "Apex" means Apex Companies, LLC.
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. "Containment and cleanup" means abatement, containment, removal and disposal of oil and, to the extent possible, the restoration of the environment to its existing state prior to an oil discharge.
4. "Coverstone" means Coverstone Associates, a Virginia limited partnership authorized to do business in Virginia and its affiliates, partners, and subsidiaries. Coverstone Associates, a Virginia limited partnership, is a "person" within the meaning of Va. Code § 62.1-44.3.

5. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia, as described in Va. Code § 10.1-1183.
6. "Director" means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.
7. "Discharge" means any spilling, leaking, pumping, pouring, emitting, emptying or dumping.
8. "ERR" means an Emergency Response Report.
9. "Facility" means the Coverstone Apartments located at 10934 Coverstone Drive, Manassas, Virginia.
10. "Fire Department" means the Prince William County Fire Department.
11. "Location" means the land, road, storm drain(s) or state water(s) where the oil discharge occurred between 10934 Coverstone Drive, Manassas, Virginia and Linden Lake, Manassas, Virginia.
12. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 62.1-44.15.
13. "NRO" means the Northern Regional Office of DEQ, located in Woodbridge, Virginia.
14. "Oil" means oil of any kind and in any form, including, but not limited to, petroleum and petroleum by-products, fuel oil, lubricating oils, sludge, oil refuse, oil mixed with other wastes, crude oils and all other liquid hydrocarbons regardless of specific gravity. *See* Va. Code §62.1-44.34:14.
15. "Operator" means any person who owns, operates, charters, rents or otherwise exercises control over or responsibility for a facility or a vehicle or vessel.
16. "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.
17. "Person" means any firm, corporation, association or partnership, one or more individuals, or any governmental unit or agency thereof.
18. "SCR" means a Site Characterization Report.
19. "State Water Control Law" means Chapter 3.1 (§ 62.1-44.2 *et seq.*) of Title 62.1 of the Va. Code. Article 11 (Va. Code §§ 62.1-44.34:14 through 62.1-44.34:23) of the State Water Control Law addresses discharge of oil into waters.

20. "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.
21. "UST" means underground storage tank.
22. "Va. Code" means the Code of Virginia (1950), as amended.
23. "VAC" means the Virginia Administrative Code.

SECTION C: Findings of Fact and Conclusions of Law

1. Coverstone is the owner of the Facility, operated by the RIMSI Corporation, located in Prince William County, Virginia.
2. On February 19, 2015, Coverstone reported a release of heating oil from a 10,000 gallon UST at the Facility.
3. On February 19, 2015, DEQ assigned the incident a Pollution Complaint, PC #2015-3144.
4. On February 27, 2015, DEQ conducted a site visit of the Facility. During the February 27, 2015 site visit, DEQ observed free product in the boiler room sump and found a slight petroleum odor and possible sheen at the storm sewer inlet, a potential discharge point for the sump.
5. On March 10, 2015, the Fire Department reported to DEQ the presence of petroleum-based free-product on an unnamed tributary of Bull Run, adjacent to Coppermine Road in Manassas, Virginia.
6. On March 10, 2015, DEQ responded to the incident scene on Coppermine Road and investigated upstream of the incident scene to Linden Lake off of Williamson Boulevard. DEQ observed emulsified free product on the surface of the lake.
7. DEQ continued investigating upstream from Linden Lake and observed the presence of un-weathered #2 oil (non-highway) at a storm water conveyance system outfall pipe located off of Sage Drive and at the south end of the Ambassador Office Park. According to Prince William County maps, this storm water conveyance system drains from the Facility area.
8. In response to the spill, DEQ retained a state lead contractor, Apex, for the clean-up, on March 10, 2015. Apex continued to work as a state lead contractor until March 22, 2015.

9. On March 23, 2015, Coverstone assumed responsibility of the clean-up and retained Apex to continue the clean-up work.
10. As a result of the clean-up under the state lead contract, Apex submitted the state lead required ERR, dated April 17, 2015.
11. The ERR stated that after clean-up and additional investigation by Apex, the final release amount was 5,000 gallons of oil, and due to the source of the release, continued remedial activity is recommended.
12. Va. Code § 62.1-44.34:18 prohibits the discharge of oil into or upon state waters, lands, or storm drain systems within the Commonwealth, that violate applicable water quality standards or cause a film or sheen upon or discoloration of the surface of the water or adjoining shorelines or cause a sludge or emulsion to be deposited beneath the surface of the water or upon adjoining shorelines.
13. On June 2, 2015, the Department issued a Notice of Violation No. 2015-06-N-001 to Coverstone for a discharge of oil to the land and state waters.
14. On June 4, 2015, Apex submitted a SCR to DEQ.
15. Based on the results of February 19, 2015, reporting and the documentation submitted on April 17, 2015 and June 4, 2015; the State Water Control Board concludes that Coverstone has violated Va. Code § 62.1-44.34:18, which prohibits the discharge of oil into or upon state waters, lands, or storm drain systems, as described in paragraphs C(2) through C(11), above.
16. In order for Coverstone to complete its return to compliance, DEQ staff and representatives of Coverstone 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 § 62.1-44.34:20, the Board orders Coverstone, and Coverstone agrees to:

1. Perform the actions described in Appendix A of this Order; and
2. Pay a civil charge of \$37,500.00 within 30 days of the effective date of the Order in settlement of the violations cited in this Order.

Payment shall be made by separate checks, certified checks, money orders or cashier's checks payable to the "Treasurer of Virginia," for the civil charge and for DEQ oil discharge investigative costs and delivered to:

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

Coverstone 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 Petroleum Storage Tank Fund (VPSTF). If the Department has to refer collection of the civil charge noted in D.2 above and due under this Order to the Department of Law, Coverstone 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 Coverstone for good cause shown by Coverstone, 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 with respect to any additional, subsequent, or subsequently discovered violations; or (3) taking subsequent action to enforce the Order.
3. For purposes of this Order and subsequent actions with respect to this Order only, Coverstone admits to the jurisdictional allegations, and agrees not to contest, but does not admit, the findings of fact and conclusions of law in this Order.
4. Coverstone 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. Coverstone 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 Coverstone 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. Coverstone 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. Coverstone shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Coverstone 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 Coverstone. Nevertheless, Coverstone 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 Coverstone has completed all of the requirements of the Order;

- b. Coverstone 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 Coverstone.

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

And it is so ORDERED this 7th day of April, 2017.



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

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Coverstone Associates, a Virginia limited partnership, voluntarily agrees to the issuance of this Order.

Date: 2-7-17

Coverstone Associates, a Virginia limited partnership

By: Coverstone Associates, Inc., a Virginia corporation,
its General Partner

By: [Signature] MANAGING AGENT
(Person) (Title)

Commonwealth of Virginia
City/County of _____

The foregoing document was signed and acknowledged before me this 8th day of

February, 2017, by Jonathan Tomares who is

General Partner of Coverstone Associates, Inc., the General Partner of
Coverstone Associates, a Virginia limited partnership, on behalf of the Corporation and the
partnership.

[Signature]

Notary Public

Registration No. _____

My commission expires: 11/25/2019

Notary seal:



APPENDIX A SCHEDULE OF COMPLIANCE

Coverstone Associates, Inc. shall:

1. Corrective Action Plan (CAP)

Follow the schedule set forth in the Corrective Action Plan (CAP) received on November 19, 2015, with revisions received on December 6, 2016, and approved by DEQ on December 12, 2016. The schedule set forth in the CAP is an enforceable part of the Order.

2. DEQ Contact

Unless otherwise specified in this Order, Coverstone Associates, Inc. shall submit all requirements of Appendix A of this Order to:

VA Department of Environmental Quality
Northern Regional Office
Attn: Enforcement
13901 Crown Court
Woodbridge, VA 22193