

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION 3
Philadelphia, Pennsylvania 19103

FILED

Jun 30, 2025

11:26 am

U.S. EPA REGION 3
HEARING CLERK

In the Matter of:)
)
U.S. Department of Agriculture, Forest Service) FEDERAL FACILITY
) COMPLIANCE AGREEMENT
)
Respondent) Docket No. CWA-03-2025-0075FF
)
)
George Washington)
and Jefferson National Forests)
5162 Valleypointe Parkway)
Roanoke, Virginia 24019)
)
Facility)
_____)

SECTION I. SCOPE AND PURPOSE

1. In entering into this Federal Facility Compliance Agreement (“FFCA” or “Agreement”), it is the express purpose of the United State Environmental Protection Agency (“EPA” or “Agency”) and the United States Department of Agriculture, Forest Service (“Respondent”) to address documented failures to comply with federally enforceable requirements set forth in the following National Pollutant Discharge Elimination System (“NPDES”) permits:
 - (a) Grindstone Recreation Area Sewage Treatment Plant, VPDES Permit No. VA0022993 (“Grindstone Permit”), was issued on January 5, 2015, and renewed on January 16, 2020, with an expiration date of January 31, 2025. This Permit has been administratively continued by the Virginia Department of Environmental Quality (“VADEQ”).
 - (b) Bolar Mountain Wastewater Treatment Plant, VPDES Permit No. VA0032123, (“Bolar Permit”), was issued on September 19, 2015, and renewed on October 1, 2020, with an expiration date of September 30, 2025. A permit renewal application for this Permit has been submitted to VADEQ and is currently under review.

The Grindstone Permit and the Bolar Permit were both issued by VADEQ pursuant to Section 402(a) of the Clean Water Act (“CWA” or “Act”) and to further the goals of the Act, 33 U.S.C. §§ 1251-1387.

2. It is the objective of all provisions and obligations of this Agreement to cause the Respondent to come into and remain in full compliance with all applicable Federal, state, and local laws and regulations governing the discharge of pollutants into waters of the United States, at its Bolar Mountain Wastewater Treatment Plant and Grindstone Recreational Area Sewage Treatment Plant (collectively “the Facilities”), including, but not limited to, the requirements of the Grindstone Permit and the Bolar Permit, governing wastewater discharges to Big Laurel Creek and Lake Moomaw, respectively.
3. This Agreement does not constitute a waiver or modification of the terms or conditions of any permit or order issued to Respondent with respect to the Facilities.

SECTION II. JURISDICTION

4. The EPA and Respondent enter into this Agreement pursuant to both the CWA, 33 U.S.C. §§ 1251-1387, and Executive Order No. 12088, to achieve and maintain compliance with the CWA.
5. The EPA has consulted with VADEQ regarding this action and, subsequent to the Effective Date, the EPA will provide a copy of this fully executed Agreement to the appropriate VADEQ representative.

SECTION III. PARTIES

6. The Parties to this Agreement are the EPA and the Respondent.
7. The Respondent operates the Facilities.
8. In accordance with Section 313(a) of the CWA, 33 U.S.C. § 1323(a), the Respondent is an agency of the U.S. Department of Agriculture, which is a department of the Executive

Branch, and is engaged in an activity that results, or may result, in the discharge of pollutants. The Respondent is therefore subject to, and must comply with, the requirements of the CWA, any permit issued pursuant to the CWA, and the exercise of administrative authority in the CWA.

9. The Respondent's officers, agents, contractors, employees, successors, assigns, and all persons, departments, agencies, firms, and corporations in active concert or participation with them will take all necessary steps to ensure compliance with the provisions of this Agreement. The Respondent shall give written notice of this Agreement to any prospective successor in interest. At least ninety (90) calendar days prior to the transfer of ownership or operation of either Facility, or closure of either Facility, the Respondent shall give written notice of such transfer or change in ownership or operation or closure to the EPA Project Manager identified in Paragraph 76.
10. The undersigned representative of each Party to this Agreement certifies that he or she is fully authorized by the Party whom he or she represents to enter into the terms and conditions of the Agreement and to execute and legally bind that Party to it.

SECTION IV. FINDINGS OF FACT AND CONCLUSIONS OF LAW

11. For the purposes of this Agreement, the following constitutes a summary of the findings upon which this Agreement is based. The facts related herein shall not be considered admissions by any Party. This section contains findings of fact determined solely by the Parties and shall not be used by any person related or unrelated to this Agreement for purposes other than determining the basis of this Agreement.
12. Section 301(a) of the CWA, 33 U.S.C. § 1311(a), prohibits the discharge of any pollutant into the waters of the United States by any person except in accordance with other specified sections of the Act, including Section 402, 33 U.S.C. § 1342.

13. Section 402(a) of the CWA, 33 U.S.C. § 1342(a), provides that the Administrator of the EPA may issue permits under the NPDES program for the discharge of any pollutant into the waters of the United States upon such specific terms and conditions as the Administrator may prescribe. Each violation of an NPDES permit, and each discharge of any pollutant that is not authorized by an applicable NPDES permit, constitutes a violation of Section 301(a) of the Act, 33 U.S.C. § 1311(a).
14. VADEQ is authorized to issue NPDES permits for discharges to waters of the United States within its borders under Section 402(b) of the CWA, 33 U.S.C. § 1342(b). The EPA authorized VADEQ's NPDES program on March 31, 1975.

Inspection

15. On September 3 through September 5, 2019, the EPA conducted a multi-media inspection ("Inspection") of the Facilities. Following the Inspection, the EPA inspectors prepared an inspection report ("Inspection Report"), dated December 18, 2019, which was sent to the Respondent on December 19, 2019.

Bolar Mountain Wastewater Treatment Plant

16. The Bolar Permit regulates the discharge of treated sewage and other types of municipal waste from the Respondent's Bolar Mountain Wastewater Treatment Plant to Lake Moomaw.
17. Lake Moomaw is a "water of the United States" within the meaning of Section 502(7) of the CWA, 33 U.S.C. § 1362(7).
18. The Bolar Mountain Wastewater Treatment Plant generally operates from May to September, and it reaches peak capacity in the summer months (June, July, August and early September) when the campground and the nearby Lake Moomaw operate at peak capacity.
19. Part I, Section A of the Bolar Permit, contains "Effluent Limitations and Monitoring Requirements."

20. In 2018 and 2019, the Bolar Mountain Wastewater Treatment Plant discharges exceeded the limits of several parameters in Part I, Section A of the Bolar Permit, pertaining to “Effluent Limitations and Monitoring Requirements,” as reflected in the monthly discharge monitoring reports (“DMRs”) the Respondent submitted to VADEQ. The Respondent’s DMRs showed that pH was below the Bolar Permit minimum concentration limit of 6.0 in September 2018, and the BOD-5 value was above the permit limit in September 2019. In addition, the Respondent’s DMR for January 2018 failed to include a nitrogen or phosphorus sample result and the Respondent’s DMR for January 2019 failed to include a phosphorus sample result.

NPDES ID	Monitoring Period End Date	Parameter	Limit Type	DMR Value	Permit Limits	Units
VA0032123	09/30/2019	BOD -5	Monthly AVG	37	30	mg/liter
VA0032123	09/30/2018	pH	Daily Min.	Below 6.0	6.0 to 9.0	Standard units

21. By failing to comply with the above-listed effluent limitations and conditions in the Bolar Permit, Respondents violated Part I, Section A of the Bolar Permit, issued under Section 402 of the CWA, 33 U.S.C. § 1342, and Section 301 of the CWA, 33 U.S.C. § 1311.

Grindstone Recreational Area Sewage Treatment Plant

22. The Grindstone Permit regulates the discharge of treated sewage and other types of municipal waste from the Respondent’s Grindstone Recreational Area Sewage Treatment Plant to Big Laurel Creek.

23. Big Laurel Creek is a “water of the United States” within the meaning of Section 502(7) of the CWA, 33 U.S.C. § 1362(7).

24. Part I, Section A of the Grindstone Permit, contains “Effluent Limitations and Monitoring Requirements.”

25. In 2018 and 2019, the Grindstone Recreational Area Sewage Treatment Plant discharge exceeded the limits for several parameters as evidenced by the Respondent's DMRs submitted to VADEQ from 2018 to 2019. In September 2019, levels of dissolved oxygen were reported below the minimum concentration limit in the Grindstone Permit. Residual chlorine and pH were also reported below the minimum concentration limits for several months in 2018 and 2019.

NPDES ID	Monitoring Period End Date	Parameter	Limit Type	DMR Value	Permit Limits	Units
VA0022993	06/30/2019	Nitrogen Ammonia	Monthly AVG	11.1	8.1	Mg/liter
VA0022993	09/30/2018	Chlorine Residual	Monthly grab	0.021	0.018	Mg/liter
VA0022993	09/30/2019	Dissolved Oxygen	Daily Minimum	6.0	6.8	Mg/Liter
VA0022993	3/31/2019	BOD-5	MO AVG	39	30	Mg/liter
VA0022993	12/31/2018	pH	Daily minimum	Below 6.0	6.0 to 9.0	Standard units

26. Part II, Section A of the Respondent's NPDES Permit states that all sampling must be representative of the monitored activity, and it should be collected in accordance with 40 C.F.R. Part 136.
27. For purposes of measuring dissolved oxygen from the Grindstone Recreational Area Sewage Treatment Plant, the Respondent collected water samples from an aeration pond only in an area immediately surrounding a dock. In its Inspection Report, the EPA inspector documented that these samples did not appear to be representative of the dissolved oxygen concentrations of the entire pond because the pond was approximately 50 feet in diameter, but sampling locations were restricted to only a few feet around the dock area.

28. Part II, Section Q of the Grindstone Permit (pertaining to “Proper Operation and Maintenance”) requires the proper operation and maintenance of all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the Respondent to achieve compliance with the conditions of the Permit.
29. The EPA inspectors observed a significant amount of duck weed in the aeration pond at the Grindstone Sewage Treatment Plant. This duck weed was interfering with the proper functioning of the pond by decreasing the oxygen levels needed to digest the waste. Duck weed also blocked the interface between the surface of the lagoon and the atmosphere and could create an anaerobic environment in the pond. A lack of oxygen would prevent lagoon bacteria from breaking down the biochemical oxygen demand (BOD-5) in the lagoon.
30. In addition, the EPA inspectors observed that the polishing pond at the Grindstone Sewage Treatment Plant had a hole near the top of the fabric liner, resulting in a significant leak just below the water surface of the pond. As a result, some of the wastewater was leaking out from where the liner was ripped, before further treatment with chlorine could occur.
31. On January 13, 2021, VADEQ issued an Order By Consent to the Respondent to address the violations at the Grindstone Sewage Treatment Plant as described above. This Order by Consent became effective on January 14, 2021. VADEQ subsequently amended the Order By Consent on April 5, 2022, and again on March 9, 2023. (The Amended Order by Consent, dated March 9, 2023, is attached to this Agreement as Appendix 1.)
32. By failing to comply with effluent limitations in the Grindstone Permit, as show in the chart in Paragraph 25, above, Respondent violated Part I, Section A of the Grindstone Permit, issued under Section 402 of the CWA, 33 U.S.C. § 1342, and Section 301 of the CWA, 33 U.S.C. § 1311.
33. By failing to comply with sampling requirements in the Grindstone Permit, as described in the Paragraph 24, above, Respondent violated Part II, Section A of the Grindstone

Permit, issued under Section 402 of the CWA, 33 U.S.C. § 1342, and Section 301 of the CWA, 33 U.S.C. § 1311.

34. By failing to control the duck weed and properly maintain the liner in the polishing pond at the Grindstone Sewage Treatment Plant, as described in the Paragraphs 29 and 30, above, Respondent violated Part II, Section Q of the Grindstone Permit, issued under Section 402 of the CWA, 33 U.S.C. § 1342, and Section 301 of the CWA, 33 U.S.C. § 1311.

SECTION V. COMPLIANCE PROGRAM

35. The Respondent agrees to take any and all necessary steps to comply fully with the Bolar Permit and the Grindstone Permit. Such steps will include, but not be limited to, the activities outlined in this section. To the extent the Respondent is able to achieve compliance more expeditiously than the timeframes set forth in this Agreement, the Respondent shall do so.

Bolar Mountain Wastewater Treatment Plant

36. Within sixty (60) calendar days of the Effective Date of this Agreement, the Respondent shall develop and submit for the EPA's review a Corrective Action Plan ("CAP") for the Bolar Mountain Wastewater Treatment Plant. The CAP shall include plans and a schedule for the decommission and replacement of the Respondent's wastewater treatment equipment at the Bolar Mountain Wastewater Treatment Plant.
37. The schedule to implement the corrective actions identified in the CAP shall not exceed thirty (30) months from the effective date of this Agreement.
38. The EPA will review the CAP and make a determination of completeness, based on the requirements described in Paragraph 36 above. If the EPA determines that the CAP is not complete or adequate, the EPA shall notify the Respondent in writing and the Respondent shall resubmit an updated CAP within forty-five (45) days of the Respondent's receipt of the EPA's notice. Upon a determination of completeness as provided in writing by the EPA to the Respondent, the Respondent will implement the CAP in full.

39. The Respondent shall provide notice to the EPA within thirty (30) days upon completion of the requirements identified in the CAP.

Grindstone Recreational Area Sewage Treatment Plant

40. The Respondent shall implement the Schedule of Compliance for the Grindstone Sewage Treatment Plant as provided in the VADEQ Order By Consent, Appendix A of the Order By Consent, and any amendments thereto. (The Amended Order by Consent, dated March 9, 2023, is attached to this Agreement as Appendix 1.)
41. The Respondent shall simultaneously provide to the EPA copies of all deliverables required to be submitted to VADEQ under the VADEQ Order By Consent.

SECTION VI. REPORTING AND SAMPLING

42. For the Bolar Mountain Wastewater Treatment Plant and the Grindstone Recreational Area Sewage Treatment Plant, the Respondent shall submit a written quarterly status report to the EPA no later than January 10th, April 10th, July 10th, October 10th, as long as this Agreement is in effect. The status report shall be submitted in addition to any other reporting or certification required under this Agreement or pursuant to law, regulation, or the Permits. At a minimum, the status report shall, shall include: (1) the deadlines and other milestones which Respondent was required to meet during the reporting period; (2) the progress it made toward meeting them; (3) a description of and the reasons for any noncompliance with this Agreement; and (4) a description of any matters relevant to the status of its compliance with this Agreement.
43. Notification to the EPA of any noncompliance with any provision of this Agreement or anticipated delay in performing any obligation under this Agreement shall not excuse Respondent's noncompliance or anticipated delay.
44. All reports, notifications, documentation, submissions, and other correspondence required to be submitted by this Agreement must be submitted to the EPA electronically to the extent possible. All electronic submissions must be sent to the EPA Project

Manager identified in Paragraph 76. The subject line of all email correspondence must include the following: "George Washington and Jefferson National Forest, Docket No. CWA-03-2025-0075FF" and the subject or title of the deliverable. All electronically submitted materials must be in final and searchable format, such as Portable Document Format (PDF) with Optical Character Recognition (OCR) applied.

45. If electronic submittal is not possible, the materials must be submitted by certified mail, return receipt requested. All certified mail submissions must be sent to the EPA Project Manager. Each notification or communication to the EPA sent by certified mail shall be deemed submitted on the date it is postmarked.
46. The Respondent shall maintain records of each notification or communication, regardless of whether sent electronically or by mail, together with proof of mailing by certified mail, if applicable, for the duration of this Agreement.
47. All submissions provided pursuant to this Agreement shall be signed by a duly authorized representative of the Respondent who has personal knowledge of the submission's contents. Each submission shall be admissible as evidence in any proceeding to enforce this Agreement. Each submission shall include the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

SECTION VII. COMPLIANCE WITH OTHER LAWS AND REGULATIONS

48. Compliance with the terms of this Agreement in no way affects or relieves the Respondent of its obligation to comply with all applicable requirements of the Act and regulations promulgated thereunder, or other applicable requirements of federal, state, or local law.

SECTION VIII. PERMIT OBLIGATIONS

49. This Agreement does not constitute a permit and does not relieve the Respondent of any obligation to apply for or obtain new NPDES permits or comply with its existing Grindstone Permit or Bolar Permit.

SECTION IX. RIGHT OF ENTRY

50. The EPA, its contractors, and other authorized representatives shall have the right to enter either Facility to conduct any inspection, including but not limited to records inspection, sample testing, or monitoring it believes is necessary to determine the Respondent's compliance with this Agreement.

SECTION X. DISPUTE RESOLUTION

51. In the event of any dispute involving violations of this Agreement, the EPA and Respondent shall meet promptly and work in good faith to reach a mutually agreeable resolution of the dispute.
52. Except as specifically set forth elsewhere in this Agreement, if a dispute arises under this Agreement, the procedures of this Section shall apply. In addition, during the pendency of any dispute, the Respondent agrees that it shall continue to implement those portions of this Agreement which are not in dispute.
53. The pendency of any dispute under this Section shall not affect the Respondent's responsibility to perform the work required by this Agreement in a timely manner,

- except that the time period for completion of work affected by such dispute may, at the EPA's sole discretion, be extended for a period of time not to exceed the actual time taken to resolve any good faith dispute in accordance with the procedures specified herein. All elements of the work required by this Agreement which are not affected by the dispute shall continue and be completed in accordance with applicable schedule.
54. The Parties to this Agreement shall make reasonable efforts to informally resolve disputes at the Project Manager or immediate supervisor level. With respect to the EPA, "Project Manager" means the person identified in Paragraph 76 or any duly identified successor. With respect to the Respondent, "Project Manager" means the person identified in Paragraph 77 or any duly identified successor.
55. Within fourteen (14) days after any action which leads to or generates a dispute, the Respondent shall submit to the EPA a written statement of dispute setting forth the nature of the dispute, the Respondent's position with respect to the dispute, and the information Agency is relying upon to support its position. If the Respondent does not provide such written statement to the EPA within this fourteen (14) day period, the Respondent shall be deemed to have agreed with the EPA's position with respect to the dispute.
56. Upon the EPA's receipt of the written statement of dispute from the Respondent, the Parties shall engage in dispute resolution among the Project Managers and/or their immediate supervisors. The Parties shall have fourteen (14) days from the receipt by the EPA of the written statement of dispute to resolve the dispute. During this period, the Project Managers shall meet or confer as many times as necessary to discuss and attempt resolution of the dispute. If agreement cannot be reached on any issue within this fourteen (14) day period, the Respondent may, within ten (10) days after the conclusion of the fourteen (14) days dispute resolution period, submit a written notice to the EPA elevating the dispute to the Dispute Resolution Committee ("DRC") for resolution. If the Respondent does not elevate the dispute to the DRC within this ten

- (10) day period, the Respondent shall be deemed to have agreed with the EPA's position with respect to the dispute.
57. The DRC will serve as a forum for resolution of disputes for which agreement has not been reached pursuant to the foregoing paragraphs in this Section. Following elevation of a dispute to the DRC, the DRC shall have thirty (30) days to unanimously resolve the dispute. The EPA's designated representative on the DRC is the Director (or Acting Director), Enforcement and Compliance Assurance Division. The Respondent's designated representative on the DRC is the Forest Supervisor or Delegated Representative. Any Delegation of the authority from a Party's representative on the DRC to an alternate shall be provided to the other Party within seven (7) days of delegation in writing.
 58. If unanimous resolution by the DRC is not achieved within this thirty (30) day period, a member of the DRC may, within twenty-one (21) days after the conclusion of the thirty (30) day dispute resolution period, submit a written Notice of Dispute to the Deputy Regional Counsel of EPA Region 3 for final resolution of the dispute. If the dispute is not elevated to the Deputy Regional Counsel of EPA Region 3 within the designated twenty-one (21) day period, the Respondent shall be deemed to have agreed with the EPA DRC representative's position with respect to the dispute.
 59. Within twenty-one (21) days of resolution of a dispute pursuant to the procedures specified in this Section, the Respondent shall incorporate the resolution and final determination into the appropriate statement of work, plan, schedule, or procedures and proceed to implement this Agreement according to the amended statement of work, plan, schedule, or procedures.
 60. The resolution of a dispute pursuant to this Section of the Agreement constitutes a final resolution of any dispute arising under this Agreement. The Parties shall abide by all terms and conditions of any final resolution of dispute obtained pursuant to this Section of the Agreement.

SECTION XI. FORCE MAJEURE

61. The Respondent's obligations under the Compliance Program Section of this Agreement shall be performed as set forth in this Agreement unless performance is prevented or delayed by a force majeure event. For purposes of this Agreement, "force majeure" is defined as any event arising from causes beyond the control of the Respondent or of entities controlled by the Respondent, including but not limited to contractors and subcontractors, which could not be overcome by the due diligence of the Respondent or the entities controlled by the Respondent, which delays or prevents the performance of any obligation under this Agreement, including acts of God or war, labor unrest, and any judicial orders which prevent compliance with the provisions of this Agreement. Force majeure shall not include increased costs of performance of any activity required by this Agreement or the failure to apply for any required permits or approvals or to provide all information required in a timely manner, nor shall it include the failure of contractors or employees to perform or the avoidable malfunction of equipment.
62. If the Respondent is having difficulty meeting its obligations as set forth in this Agreement due to a force majeure event, it shall notify the EPA promptly by telephone of any change in circumstances giving rise to the suspension of performance or the nonperformance of any obligation under this Agreement. In addition, within fourteen (14) days of the occurrence of circumstances causing such difficulty, it shall provide a written statement to the EPA of the reason(s), the anticipated duration of the event and delay, the measures taken and to be taken to prevent or minimize the time and effects of failing to perform or delaying any obligation, and the timetable for the implementation of such measures. Failure to comply with the notice provisions shall constitute a waiver of any claims of force majeure. The Respondent shall take all reasonable measures to avoid and/or minimize any such delay.

63. The burden of proving that any delay is caused by circumstances entirely beyond the control of the Respondent shall rest with the Respondent.

SECTION XII. MODIFICATIONS

64. The requirements, timetable, and deadlines under this Agreement may be modified upon receipt of a timely request for modification and when good cause exists for the requested modification. Any request for modification by the Respondent shall be submitted in writing and shall specify: the requirement, timetable, or deadline for which a modification is sought; the length of the extension sought; the good cause for the extension; and any related requirement, timetable, deadline, or schedule that would be affected if the extension were granted.
65. Good cause exists for a modification when sought in regard to: a force majeure; a delay caused, or which is likely to be caused, by the grant of an extension in regard to another timetable and deadline or schedule; a delay caused by failure of a regulatory agency to perform its duties in a timely manner where regulatory action is necessary to proceed with construction and where the Respondent has made a timely and complete request for action from the regulatory agency; and any other event or series of events that the Parties mutually agree constitutes good cause.
66. The EPA shall make best efforts to reply within twenty-one (21) calendar days of receipt of a request for a modification, and as part of such reply, the EPA shall advise the Respondent of its position on the request. If the EPA does not concur in the extension, it shall include in its statement of nonconurrence an explanation of the basis for its position.

SECTION XIII. FUNDING

67. It is the expectation of the Parties to this Agreement that all obligations of the Respondent arising under this Agreement will be fully funded. The Respondent shall

timely seek sufficient funding through the Respondent's budgetary process to fulfill its obligations under the Agreement. In the event the Respondent encounters difficulty in securing such funding, it shall provide notice to the EPA and pursue any applicable remedies and modifications as provided in Paragraph 65 of this Agreement.

68. Provision herein shall not be interpreted to require obligations or payment of funds in violations of the Anti-Deficiency Act, 31 U.S.C. §1341. In cases where payment or obligation of funds would constitute a violation of the Anti-Deficiency Act, the dates established requiring the payment or obligation of such funds shall be appropriately adjusted within the terms delineated in this Agreement.
69. If funds are not available to fulfill the Respondent's obligations under this Agreement, the EPA reserves the right to initiate an action against any other person or to take any action which would be appropriate absent this Agreement.

SECTION XIV. GENERAL PROVISIONS

70. This Agreement was negotiated and executed by the parties in good faith to ensure compliance with the law. No part of this Agreement constitutes or should be interpreted or construed as an admission of fact or of liability under Federal, state or local laws, regulations, ordinances, or common law or as an admission of any violations of any laws, regulations, ordinances, or common law. By entering into this Agreement, the Respondent does not waive, other than as to the enforcement of this Agreement pursuant to the terms contained herein, any claim, right, or defense that it might raise in any other proceeding or action.
71. The undersigned representative of the Respondent certifies that he or she is authorized to enter into the terms and conditions of this Agreement and to bind the Respondent to this document.
72. Terms and conditions of this Agreement changed by an agreed upon modification shall be enforceable as changed.

73. The Parties agree that the terms and conditions of this Agreement are enforceable as appropriate by any person pursuant to Section 505 of the Act, 33 USC §1365.
74. If any provision of this Agreement or the applications of this Agreement to any party or circumstance is held by any judicial or administrative authority to be invalid, the application of such provisions to other parties or circumstances and the remainder of the Agreement shall remain in force and shall not be affected thereby.
75. In computing any period of time described as “days” herein, all references to “days” refer to “calendar days.” The last day of a time period shall be included, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day that is not a Saturday, a Sunday, or a legal holiday.

SECTION XIV. DESIGNATED PROJECT MANAGERS

76. The contact information for the Project Manager for EPA is:

James Kline
Inspector/Physical Scientist
kline.james@epa.gov
304-234-0263
77. The contact information for the Project Manager for the Respondent is:

Joby Timm
Forest Supervisor
Joby.Timm@usda.gov
5162 Valleypointe Parkway, Roanoke, VA 24019
540-265-5100
78. Either Party may, by written notice to the other Party, change its designated Project Manager.

SECTION XV. EFFECTIVE DATE AND TERMINATION

79. This Agreement is effective after receipt of a fully executed copy of this Agreement by Respondent, or Respondent’s counsel.

- 80. The Agreement shall be effective if signed in counterparts.
- 81. The obligations of this Agreement shall be deemed satisfied and terminated when the EPA provides written notice to the Respondent that the Respondent has demonstrated that all the requirements of this Agreement have been completed.

DATE

Acting Director
Environmental Compliance and Assurance Division
U.S. Environmental Protection Agency
Region 3

DATE

Joby Timm, Forest Supervisor
George Washington and Jefferson National Forests
USDA Forest Service, Region 8

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION 3
Philadelphia, Pennsylvania 19103**

In the Matter of:)	
)	FEDERAL FACILITY
U.S. Department of Agriculture, Forest Service)	COMPLIANCE AGREEMENT
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Respondent)	Docket No. CWA-03-2025-0075FF
)	
George Washington)	
and Jefferson National Forests)	
5162 Valleypointe Parkway)	
Roanoke, Virginia 24019)	
)	
Facility)	
_____)	

CERTIFICATE OF SERVICE

I certify that the foregoing Federal Facility Compliance Agreement was filed with the EPA Region 3 Regional Hearing Clerk on the date that has been electronically stamped on the Federal Facility Compliance Agreement. I further certify that on the date set forth below, I caused to be served a true and correct copy of the foregoing Federal Facility Compliance Agreement to each of the following persons, in the manner specified below, at the following addresses:

Copies served via email and UPS to:

Joby Timm
George Washington Jefferson National Forest
Forest Supervisor
5162 Valleypointe Pkwy, Roanoke, VA 24019
Joby.Timm@usda.gov

Copies served via email to:

Natalie Katz
Sr. Assistant Regional Counsel
U.S. EPA, Region 3
katz.natalie@epa.gov

Ryan Knapick
Assistant Regional Counsel
U.S. EPA, Region 3
knapick.ryan@epa.gov

U.S. Department of Agriculture, Forest Service

Docket No. CWA-03-2025-0075FF

James Kline
Environmental Scientist
U.S. EPA, Region 3
kline.james@epa.gov

[Digital Signature and Date]
Regional Hearing Clerk
U.S. Environmental Protection Agency,
Region 3



Commonwealth of Virginia

VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

SOUTHWEST REGIONAL OFFICE
355-A Deadmore Street, Abingdon, Virginia 24210
(276) 676-4800
www.deq.virginia.gov

Travis A. Voyles
Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus
Director
(804) 698-4020

Jeffrey Hurst
Regional Director

March 9, 2023

Mr. Joby Timm
Forest Supervisor
U.S. Forest Service – George Washington & Jefferson National Forests
5162 Valleypointe Parkway
Roanoke, Virginia 24019

RE: United States Department of Agriculture – U.S. Forest Service
Fully Executed Amendment to Consent Order
Grindstone Recreation Area STP – Route 603, 6.5 miles east of Konnarock, Virginia
VPDES Permit No. VA0022993

Dear Mr. Timm:

Enclosed is a copy of the fully executed Amendment to Consent Order (Amendment) for United States Department of Agriculture – U.S. Forest Service concerning the Grindstone Recreation Area STP. The Order was signed by the Regional Director on behalf of the Department on March 9, 2023 and is effective from that date.

Please note and comply with the due dates in the Schedule of Compliance contained in Appendix A of the Amendment.

Thank you for your cooperation in this matter. If you have questions, please contact Jonathan Chapman at (276) 525-2557 or jonathan.chapman@deq.virginia.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeffrey L. Hurst".

Jeffrey L. Hurst
Regional Director

Enclosure

cc: Case File
Susan T. Blalock, DEQ-SWRO Enforcement and Air Compliance/Monitoring Manager
Willard Keene, DEQ-SWRO Water Compliance Manager



Commonwealth of Virginia

VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

SOUTHWEST REGIONAL OFFICE
355-A Deadmore Street, Abingdon, Virginia 24210
(276) 676-4800 FAX (804) 698-4178

www.deq.virginia.gov

Travis A. Voyles
Acting Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus
Director
(804) 698-4020

Jeffrey Hurst
Regional Director

**DEPARTMENT OF ENVIRONMENTAL QUALITY
AMENDMENT TO ORDER BY CONSENT
ISSUED TO
United States Department of Agriculture – US Forest Service
FOR
Grindstone Recreation Area Sewage Treatment Plant
VPDES Permit No. VA0022993**

SECTION A: Purpose

This is an Amendment of an Order by Consent (Amendment) issued under the authority of Va. Code § 62.1-44.15, between the Department of Environmental Quality (Department or DEQ) and the United States Department of Agriculture – US Forest Service (Forest Service), regarding the Grindstone Recreation Area Sewage Treatment Plant (Facility or STP) located at the Mount Rogers National Recreation Area in the George Washington and Jefferson National Forests, for the purpose of revising certain provisions of the Order by Consent (Order) and Amendment issued to the Forest Service on January 13, 2021 and April 5, 2022, respectively. This Amendment supersedes and terminates the Amendment issued by the State Water Control Board to the Forest Service on April 5, 2022. In 2022, the Virginia General Assembly passed Senate Bill 657, which transferred the authority to issue consent special orders from the State Water Control Board to the Department.

SECTION B: Basis for Amendment

1. The Forest Service owns and operates the STP, located at the Mount Rogers National Recreation Area in Smyth County, Virginia. The Facility is a sewage treatment plant for the Grindstone Recreation Area. The Permit allows the Forest

Service to discharge treated sewage and other municipal wastes from the Facility to Big Laurel Creek, in strict compliance with the terms and conditions of the Permit.

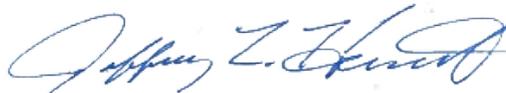
2. The State Water Control Board (Board) entered into the Order with the Forest Service, effective January 13, 2021, due to violations of permitted effluent limits, failure to submit a complete permit application 180 days prior to expiration of the existing permit, failure to properly report all instances of noncompliance, and failure to properly operate and maintain all facilities and systems of treatment and control.
3. The Appendix A Schedule of Compliance (Schedule) contained within the Order required completion of repairs to the Facility's lower lagoon and reestablishment of the unit process associated with the lower lagoon in order to restore the full treatment capacity of the Facility. After completion of a feasibility study, the Forest Service opted for replacement of the sewage treatment system, in lieu of repairing the existing system, which necessitated changes to the Schedule contained within the Order.
4. On April 5, 2022, the Board entered into an Amendment with the Forest Service, which revised the Schedule contained within the Order to align with plans for Facility replacement.
5. On June 22, 2022, the Forest Service notified DEQ of concerns that it would not be able to meet deadlines set forth by the Schedule contained within the Amendment. The Forest Service relayed that estimated project costs had potential to exceed the threshold for the intended method of contract procurement, necessitating a change in the procurement method which would delay the project. On September 23, 2022, the Forest Service provided confirmation that, due to the described procurement restraints, it would not be able to meet a number of the deadlines set forth by the Schedule.
6. On October 9, 2022, the Forest Service formally requested an extension of some of the deadlines established by the Schedule contained within the April 5, 2022 Amendment. The changes are necessary due to unavoidable delays associated with the required change in procurement methods.
7. Based on the information available to DEQ to date, the Forest Service is otherwise in compliance with the Order and is current with all monitoring and reporting requirements.

SECTION C: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code § 62.1-44.15, the Department orders the United States Department of Agriculture – US Forest Service, and the United States Department of Agriculture – US Forest Service agrees to:

Perform the actions described in Appendix A of this Amendment, which supersedes and terminates the April 5, 2022 Amendment. Both the Department and the United States Department of Agriculture – US Forest Service understand and agree that this Amendment does not alter, modify or amend any other provision of the Order and that the unmodified provisions of the Order remain in effect by their own terms.

And it is so ORDERED this 09th day of March, 2023.



Jeffrey L. Hurst, Regional Director
Department of Environmental Quality

The United States Department of Agriculture – US Forest Service voluntarily agrees to the issuance of this Order.

Date: 12/19/2022 By: [Signature] FOREST SUPERVISOR
(Person) (Title)
United States Department of Agriculture –
US Forest Service B69755154
lap 1/25

Commonwealth of Virginia
City/County of Roanoke

The foregoing document was signed and acknowledged before me this 19 day of

December 2022 by Joby Tumm who is
Forest Supervisor of the United States Department of Agriculture – US

Forest Service, on behalf of the agency.

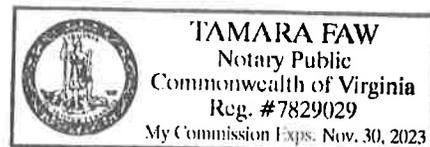
[Signature]
Notary Public

7829029

Registration No.

My commission expires: 11-30-2023

Notary seal:



APPENDIX A SCHEDULE OF COMPLIANCE

The United States Department of Agriculture – US Forest Service shall:

1. Limit services at the Grindstone Recreation Area to only those not contributing wastewater to the STP and its associated collection system until such time that a new on-site wastewater treatment system has been constructed, properly permitted, and made fully operational.
2. Employ properly certified wastewater treatment operator(s) to oversee all necessary discharges from the existing STP until such time that a new on-site wastewater treatment system has been constructed, properly permitted, and made fully operational.
3. Ensure the existing STP complies with all final effluent limits set forth by the current Permit until such time that a new on-site wastewater treatment system has been constructed, properly permitted, and made fully operational and the existing STP has been properly decommissioned and closed.
4. Complete selection and final design of the new on-site wastewater treatment system and associated collection system, and submit plans and specifications to DEQ for review by June 24, 2023.
5. Complete design of a decommissioning/closure plan for the existing STP and submit to DEQ for review and approval by June 24, 2023.
6. Secure funding for construction of the new on-site wastewater treatment system and associated collection system and for decommissioning/closure of the existing STP, and provide documentation to DEQ verifying funding by May 31, 2026.
7. Issue notice to proceed for construction of the new on-site wastewater treatment system and associated collection system, and provide documentation to DEQ verifying the notice to proceed for construction date by November 30, 2026.
8. Achieve final completion for construction of the new on-site wastewater treatment system and associated collection system, acquire applicable permit(s) and applicable certificate(s) to operate, make system fully operational, provide documentation to DEQ verifying acquisition of permit(s) and certificate(s), and notify DEQ upon placing the system into service by May 31, 2028.
9. Complete decommissioning/closure of the existing STP in accordance with the approved plan, and notify DEQ upon completion by May 31, 2028.

10. Submit quarterly progress reports to DEQ. The reports shall be received no later than the 10th day of the month following the quarter (e.g., the report for the reporting period January 1, 2023 through March 31, 2023 shall be due by April 10, 2023).
11. Unless otherwise specified in this Order, the Forest Service shall submit all requirements of Appendix A of this Order to:

Ruby Scott
Compliance Auditor
VA DEQ - Southwest Regional Office
355-A Deadmore Street
Abingdon, Virginia 24210
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ruby.scott@deq.virginia.gov