

STATE OF MICHIGAN  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
WATER RESOURCES DIVISION

In the matter of:

ACO-000254

Date Entered: June 2, 2015

Village of Sparta Wastewater Treatment Plant  
156 East Division Street  
Sparta, Michigan 49345

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**ADMINISTRATIVE CONSENT ORDER**

This document results from allegations by the Department of Environmental Quality (DEQ), Water Resources Division (WRD). The DEQ alleges the Village of Sparta (Sparta) Wastewater Treatment Plant (WWTP), located at 156 East Division Street, Sparta, Michigan 49345, is in violation of Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.3101 *et seq.*, and associated administrative rules. Sparta is a person, as defined by Section 301 of the NREPA. Sparta and the DEQ agree to resolve the violations set forth herein through entry of this Administrative Consent Order (Consent Order).

**I. STIPULATIONS**

Sparta and the DEQ stipulate as follows:

- 1.1 The NREPA is an act that controls pollution to protect the environment and natural resources in the state.
- 1.2 Part 31, Water Resources Protection, of the NREPA (Part 31), MCL 324.3101 *et seq.*, and the rules promulgated pursuant thereto, provide for the protection, conservation, and the control of pollution of the water resources of the state.
- 1.3 The DEQ is authorized by Section 3112(4) of Part 31 of the NREPA, MCL 324.3112(4) to enter orders requiring persons to abate pollution, or otherwise cease or correct activities in violation of a specific part. The director of the DEQ may delegate this authority to a designee under Section 301(b) of the NREPA, MCL 324.301(b).

- 1.4 Sparta consents to the issuance and entry of this Consent Order and stipulates that the entry of this Consent Order constitutes a final order of the DEQ and is enforceable as such under Section 3112(4) of Part 31. Sparta agrees not to contest the issuance of this Consent Order, and that the resolution of this matter by the entry of this Consent Order is appropriate and acceptable. It is also agreed that this Consent Order shall become effective on the date it is signed by the chief of the WRD, delegate of the director, pursuant to Section 301(b) of the NREPA.
- 1.5 Sparta and the DEQ agree that the signing of this Consent Order is for settlement purposes only and does not constitute an admission by Sparta that the law has been violated.
- 1.6 The signatory to this Consent Order certifies that he is fully authorized by Sparta to enter into the terms and conditions of this Consent Order and to execute and legally bind Sparta to this document. Sparta hereby agrees to comply with the requirements of this Consent Order to resolve the violations stated in Section II of this Consent Order and agrees to achieve compliance with Part 31 by fulfilling the terms of Section III of this Consent Order.

## II. FINDINGS

- 2.1 On March 18, 2014, the Muskegon County WWTP signed an agreement with Sparta to be the certified Class B operator for the Sparta WWTP. Sparta's previous Class B operator retired in January 2014.
- 2.2 On June 10, 2014, the Muskegon County Laboratory Supervisor provided a memorandum to the Interim Village Manager of Sparta regarding falsification of data reported to the DEQ by Sparta. This was in response to Sparta WWTP staff admitting they did not know how to perform testing that Sparta is required to perform pursuant to National Pollutant Discharge Elimination System (NPDES) Permit No. MI0020478.
- 2.3 On June 12, 2014, the DEQ was informed by Sparta that records for Total Residual Chlorine (TRC) had been falsified by Sparta WWTP operators.

- 2.4 On June 16, 2014, the DEQ discovered falsified records for the previous three years and found a substandard TRC meter that confirmed past data had been falsified.
- 2.5 On June 23, 2014, DEQ district staff performed wastewater sampling at Sparta WWTP. While performing the sampling with Sparta WWTP staff, Sparta WWTP staff revealed that sampling results had been falsified over the past 10 years.
- 2.6 On June 23, 2014, Muskegon County WWTP staff assumed all operations for the Sparta WWTP and Sparta WWTP staff no longer operated the facility.
- 2.7 In June 2014, Muskegon County WWTP staff reported that the TRC and ammonia nitrogen effluent limits in NPDES Permit No. MI0020478 were exceeded at the Sparta WWTP.
- 2.8 On July 11, 2014, Muskegon County WWTP staff reported that the fecal coliform counts at the Sparta WWTP were spiking and could cause an exceedance of the effluent limit for fecal coliform bacteria.
- 2.9 In July 2014, Sparta WWTP exceeded the effluent limits for TRC, ammonia nitrogen, and fecal coliform bacteria.
- 2.10 In August 2014, Sparta WWTP exceeded the effluent limits for TRC and fecal coliform bacteria.
- 2.11 In October 2014, Sparta WWTP had one daily maximum effluent limit exceedance for ammonia nitrogen.
- 2.12 In December 2014, Sparta WWTP exceeded the effluent limit for TRC vales.

### III. COMPLIANCE PROGRAM

IT IS THEREFORE AGREED AND ORDERED THAT Sparta shall take the following actions to comply with and prevent further violations of Part 31 and NPDES Permit No. MI0020478.

- 3.1 Sparta shall employ a certified Class B operator within **15 days** of the signing of this Consent Order and shall retain a certified Class B operator at all times.
  
- 3.2 Sparta shall draft an updated Standard Operating Procedure manual demonstrating and requiring proper sampling and operating protocols for the Sparta WWTP. Within **30 days** after the effective date of this Consent Order, Sparta shall submit an approvable, updated Standard Operating Procedure manual to the WRD for review and approval.
  
- 3.3 Sparta shall submit all reports, work plans, specifications, schedules, or any other writing required by this section to the Grand Rapids District Supervisor, WRD, DEQ, 350 Ottawa Avenue NW, Unit 10, Grand Rapids, Michigan 49503-2341. The cover letter with each submittal shall identify the specific paragraph and requirement of this Consent Order that the submittal is intended to satisfy.

### IV. DEQ APPROVAL OF SUBMITTALS

- 4.1 For any work plan, proposal, or other document, excluding applications for permits or licenses, that are required by this Consent Order to be submitted to the DEQ by Sparta, the following process and terms of approval shall apply.
  
- 4.2 All work plans, proposals, and other documents required to be submitted by this Consent Order shall include all of the information required by the applicable statute and/or rule, and all of the information required by the applicable paragraph(s) of this Consent Order.
  
- 4.3 In the event the DEQ disapproves a work plan, proposal, or other document, it will notify Sparta, in writing, specifying the reasons for such disapproval. Sparta shall submit, within 30 days of receipt of such disapproval, a revised work plan, proposal, or other document which adequately addresses the reasons for the DEQ's disapproval. If the

revised work plan, proposal, or other document is still not acceptable to the DEQ, the DEQ will notify Sparta of this disapproval.

- 4.4 In the event the DEQ approves with specific modifications, a work plan, proposal, or other document, it will notify Sparta, in writing, specifying the modifications required to be made to such work plan, proposal, or other document prior to its implementation and the specific reasons for such modifications. The DEQ may require Sparta to submit, prior to implementation and within 30 days of receipt of such approval with specific modifications, a revised work plan, proposal, or other document which adequately addresses such modifications. If the revised work plan, proposal, or other document is still not acceptable to the DEQ, the DEQ will notify Sparta of this disapproval.
- 4.5 Upon DEQ approval, or approval with modifications, of a work plan, proposal, or other document, such work plan, proposal, or other document shall be incorporated by reference into this Consent Order and shall be enforceable in accordance with the provisions of this Consent Order.
- 4.6 Failure by Sparta to submit an approvable work plan, proposal, or other document, within the applicable time periods specified above, constitutes a violation of this Consent Order and shall subject Sparta to the enforcement provisions of this Consent Order, including the stipulated penalty provisions specified in paragraph 9.3.
- 4.7 Any delays caused by Sparta's failure to submit an approvable work plan, proposal, or other document when due shall in no way affect or alter Sparta's responsibility to comply with any other deadline(s) specified in this Consent Order.
- 4.8 No informal advice, guidance, suggestions, or comments by the DEQ regarding reports, work plans, plans, specifications, schedules or any other writing submitted by Sparta will be construed as relieving Sparta of its obligation to obtain written approval, if and when required by this Consent Order.

## V. EXTENSIONS

- 5.1 Sparta and the DEQ agree that the DEQ may grant Sparta a reasonable extension of the specified deadlines set forth in this Consent Order. Any extension shall be preceded by a written request in duplicate to the DEQ, WRD, Enforcement Unit Chief, Constitution Hall, 525 West Allegan Street, Lansing, Michigan 48909-7773, and the Grand Rapids District Supervisor at State Office Building, 5<sup>th</sup> floor, 350 Ottawa Avenue NW, Unit 10, Grand Rapids, MI, 49503-2341, no later than ten business days prior to the pertinent deadline, and shall include:
- a. Identification of the specific deadline(s) of this Consent Order that will not be met.
  - b. A detailed description of the circumstances that will prevent Sparta from meeting the deadline(s).
  - c. A description of the measures Sparta has taken and/or intends to take to meet the required deadline.
  - d. The length of the extension requested and the specific date on which the obligation will be met.

The Grand Rapids District Supervisor or a designee, in consultation with the Enforcement Unit Chief, shall respond in writing to such requests. No change or modification to this Consent Order shall be valid unless in writing from the DEQ, and if applicable, signed by both parties.

## VI. REPORTING

- 6.1 Sparta shall verbally report any violation(s) of the terms and conditions of this Consent Order to the Grand Rapids District Supervisor by no later than the close of the next business day following detection of such violation(s) and shall follow such notification with a written report within five business days following detection of such violation(s). The written report shall include a detailed description of the violation(s), as well as a description of any actions proposed or taken to correct the violation(s). Sparta shall report any anticipated violation(s) of this Consent Order to the above-referenced individual in advance of the relevant deadlines whenever possible.

## VII. RETENTION OF RECORDS

- 7.1 Upon request by an authorized representative of the DEQ, Sparta shall make available to the DEQ all records, plans, logs, and other documents required to be maintained under this Consent Order or pursuant to the NREPA or its rules. All such documents shall be retained by Sparta for at least a period of five years from the date of generation of the record unless a longer period of record retention is required by the NREPA or its rules.

## VIII. RIGHT OF ENTRY

- 8.1 Sparta shall allow any authorized representative or contractor of the DEQ, upon presentation of proper credentials, to enter upon the premises of the Sparta WWTP at all reasonable times for the purpose of monitoring compliance with the provisions of this Consent Order. This paragraph in no way limits the authority of the DEQ to conduct tests and inspections pursuant to the NREPA and the rules promulgated thereunder, or any other applicable statutory provision.

## IX. PENALTIES

- 9.1 Within 30 days after the effective date of this Consent Order, Sparta shall pay to the State of Michigan **\$480.78** as partial compensation for the cost of investigations and enforcement activities arising from the violations specified in Section II of this Consent Order. Payment shall be made in accordance with paragraph 9.5.
- 9.2 Within 30 days after the effective date of this Consent Order, Sparta shall pay to the State of Michigan a civil fine of **\$25,000** for the violations specified in Section II of this Consent Order. Payment shall be made in accordance with paragraph 9.5.
- 9.3 For each failure to comply with a specific deadline contained in Section III of this Consent Order, Sparta shall pay stipulated penalties of **\$5,000**. If, after 30 days from the original deadline, Sparta has not fully corrected the violation, stipulated penalties shall begin to accrue in accordance with paragraph 9.4 of this Consent Order. Payments

shall be made in accordance with paragraph 9.5

- 9.4 Except as provided for in paragraph 9.3, for each failure to comply with any other provision of this Consent Order, Sparta shall pay stipulated penalties of **\$200** per violation per day for 1 to 7 days of violation, **\$300** per violation per day for 8 to 14 days of violation, and **\$500** per violation per day for each day of violation thereafter. Payments shall be made in accordance with paragraph 9.5
- 9.5 Sparta shall pay all stipulated penalties within 30 days after receipt of an invoice from the DEQ. Sparta agrees to pay all funds due pursuant to this Consent Order by check made payable to the State of Michigan and delivered to the Accounting Services Division, Cashier's Office for DEQ, P.O. Box 30657, Lansing, Michigan 48909-8157, or hand delivered to the Accounting Services Division, Cashier's Office for DEQ, 425 West Ottawa Street, Lansing, Michigan 48933. To ensure proper credit, all payments made pursuant to this Consent Order must include the **Payment Identification No. WRD40098**.
- 9.6 Sparta agrees not to contest the legality of the civil fine or costs paid pursuant to paragraphs 9.1, and 9.2, above. Sparta further agrees not to contest the legality of any stipulated penalties assessed pursuant to paragraphs 9.3 or 9.4, above, but reserves the right to dispute the factual basis upon which a demand by the DEQ for stipulated penalties is made.
- 9.7 The DEQ reserves its rights to seek interest on any unpaid sums due pursuant to the terms of the Consent Order. Subject to the other provisions of this Section IX, the DEQ may waive, in its unreviewable discretion, any portion of stipulated penalties and interest that has accrued pursuant to this Consent Order. This interest penalty shall be based on the rate set forth at MCL 600.6013(8), using the full increment of amount due as principal, and calculated from the due date for the payment until the delinquent payment is finally made in full.

## X. FORCE MAJEURE

- 10.1 Sparta shall perform the requirements of this Consent Order within the time limits established herein, unless performance is prevented or delayed by events that constitute a "Force Majeure." Any delay in the performance attributable to a "Force Majeure" shall not be deemed a violation of Sparta's obligations under this Consent Order in accordance with this section.
- 10.2 For the purpose of this Consent Order, "Force Majeure" means an occurrence or nonoccurrence arising from causes not foreseeable, beyond the control of, and without the fault of Sparta, such as: an Act of God, untimely review of permit applications or submissions by the DEQ or other applicable authority, and acts or omissions of third parties that could not have been avoided or overcome by Sparta's diligence and that delay the performance of an obligation under this Consent Order. "Force Majeure" does not include, among other things, unanticipated or increased costs, changed financial circumstances, or failure to obtain a permit or license as a result of Sparta actions or omissions.
- 10.3 Sparta shall notify the DEQ, by telephone, within 48 hours of discovering any event that may cause a delay in its compliance with any provision of this Consent Order. Verbal notice shall be followed by written notice within ten calendar days and shall describe, in detail, the anticipated length of delay, the precise cause or causes of delay, the measures taken by Sparta to prevent or minimize the delay, and the timetable by which those measures shall be implemented. Sparta shall adopt all reasonable measures to avoid or minimize any such delay. Nothing in this Paragraph obviates the need to report violations as required by Paragraph 6.1 of this Consent Order.
- 10.4 Failure of Sparta to comply with the notice requirements and time provisions under paragraph 10.3 shall render this Section X void and of no force and effect as to the particular incident involved. The DEQ may, at its sole discretion and in appropriate circumstances, waive in writing the notice requirements of paragraph 10.3, above.

- 10.5 If the parties agree that the delay or anticipated delay was beyond the control of Sparta, this may be so stipulated, and the parties to this Consent Order may agree upon an appropriate modification of this Consent Order. However, the DEQ is the final decision-maker on whether or not the matter at issue constitutes a force majeure. The burden of proving that any delay was beyond the reasonable control of Sparta and that all the requirements of this Section X have been met by Sparta rests with Sparta.
- 10.6 An extension of one compliance date based upon a particular incident does not necessarily mean that Sparta qualifies for an extension of a subsequent compliance date without providing proof regarding each incremental step or other requirement for which an extension is sought.

#### **XI. GENERAL PROVISIONS**

- 11.1 With respect to any violations not specifically addressed and resolved by this Consent Order, the DEQ reserves the right to pursue any remedies to which it is entitled for any failure on the part of Sparta to comply with the requirements of the NREPA and its rules.
- 11.2 The DEQ and Sparta consent to enforcement of this Consent Order in the same manner and by the same procedures for all final orders entered pursuant to Part 31 of the NREPA.
- 11.3 This Consent Order in no way affects Sparta's responsibility to comply with any other applicable state, federal, or local laws or regulations.
- 11.4 The WRD reserves its right to pursue appropriate action, including injunctive relief to enforce the provisions of this Consent Order, and at its discretion, may also seek stipulated fines or statutory fines for any violation of this Consent Order. However, the WRD is precluded from seeking both a stipulated fine under this Consent Order and a statutory fine for the same violation.

- 11.5 The parties agree to diligently and in good faith pursue informal negotiations to resolve any disputes arising out of this Consent Order prior to resorting to judicial enforcement. Such negotiations shall proceed in a timely manner.
- 11.6 Nothing in this Consent Order is or shall be considered to affect any liability Sparta may have for natural resource damages caused by Sparta's ownership and/or operation of the Sparta WWTP. The State of Michigan does not waive any rights to bring an appropriate action to recover such damages to the natural resources.
- 11.7 In the event Sparta sells or transfers the Sparta WWTP, it shall advise any purchaser or transferee of the existence of this Consent Order in connection with such sale or transfer. Within 30 calendar days, Sparta shall also notify the WRD Grand Rapids District Supervisor, in writing, of such sale or transfer, the identity and address of any purchaser or transferee, and confirm the fact that notice of this Consent Order has been given to the purchaser and/or transferee. The purchaser and/or transferee of this Consent Order must agree, in writing, to assume all of the obligations of this Consent Order. A copy of that agreement shall be forwarded to the WRD Grand Rapids District Supervisor within 30 days of assuming the obligations of this Consent Order.
- 11.8 The provisions of this Consent Order shall apply to and be binding upon the parties to this action, and their successors and assigns.
- 11.9 This Consent Order constitutes a civil settlement and satisfaction as to the resolution of the violations specifically addressed herein; however, it does not resolve any criminal action that may result from these same violations.
- 11.10 The effective date of this Consent Order is the date it is signed by the WRD Chief.

## XII. TERMINATION

- 12.1 This Consent Order shall remain in full force and effect until terminated by a written Termination Notice (TN) issued by the DEQ. Prior to issuance of a written TN, Sparta shall submit a request consisting of a written certification that Sparta has fully complied

with the requirements of this Consent Order and has made payment of any fines, including stipulated penalties, required in this Consent Order. A suggested form for providing the required written certification is appended as Exhibit A. Specifically, an acceptable certification shall include:

- a. The date of compliance with each provision of the compliance program in Section III, and the date any fines or penalties were paid.
- b. A statement that all required information has been reported to the district supervisor.
- c. Confirmation that all records required to be maintained pursuant to this Consent Order are being maintained at the Sparta WWTP.

The DEQ may also request additional relevant information. The DEQ shall not unreasonably withhold issuance of a TN.

Signatories

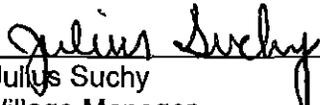
The undersigned CERTIFY they are fully authorized by the party they represent to enter into this Consent Order to comply by consent and to EXECUTE and LEGALLY BIND that party to it.

**DEPARTMENT OF ENVIRONMENTAL QUALITY**

  
\_\_\_\_\_  
William Creal, Chief  
Water Resources Division

June 2, 2015  
Date

**Village of Sparta**

  
\_\_\_\_\_  
Julius Suchy  
Village Manager

5/20/15  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
By: Neil Gordon, Assistant Attorney General  
For: S. Peter Manning, Chief  
Environment, Natural Resources, and Agriculture Division  
Michigan Department of Attorney General

5/27/15  
Date