



# CITY OF BUENA VISTA PUBLIC SERVICE AUTHORITY

## MEETING AGENDA

APRIL 16, 2026 | 6:00 PM

Council Chambers – 2039 Sycamore Avenue

**ADG #1:** CALL TO ORDER, PLEDGE OF ALLEGIANCE, & PRAYER

**ADG #2:** APPROVAL OF THE AGENDA

**ADG #3:** APPROVAL OF MINUTES FROM THE MARCH 5, 2026, PSA MEETING

**ADG #4:** DISCUSSION & APPROVAL OF WWTP CONSENT ORDER

**ADJOURNMENT**



# CITY OF BUENA VISTA PUBLIC SERVICE AUTHORITY

## MEETING MINUTES

March 5, 2026 | 6:00 PM

Council Chambers – 2039 Sycamore Avenue

### Members Present:

Jesse Lineberry

Danny Staton

Amy Gilliam

Michelle Poluikis

William Kerr

Stephanie Noel-Branch

Ronald Cash

### Members Absent:

None

### ADG #1: CALL TO ORDER, PLEDGE OF ALLEGIANCE, & PRAYER

Mr. Lineberry called the meeting to order at 6:00 p.m. and Mr. Cash delivered the prayer.

### ADG #2: APPROVAL OF THE AGENDA

Prior to approving the agenda, Mr. Lineberry noted an amendment to add an agenda item to appoint Mr. William Kerr to the PSA.

Mr. Cash moved to approve the agenda as amended with Mrs. Poluikis seconding, and it was carried by the board.

### ADG #3: APPOINTMENT OF MR. WILLIAM KERR TO THE BUENA VISTA PUBLIC SERVICE AUTHORITY

Mrs. Gilliam made a motion to appoint Mr. Kerr to the BVPSA with Mrs. Poluikis seconding, and it was carried by the board.

### ADG #4: APPROVAL OF MINUTES FROM THE JANUARY 8, 2026, ORGANIZATIONAL MEETING

Motion to approve the minutes was made by Mrs. Poluikis, seconded by Mr. Staton, and carried by the board.

### ADG #5: DISCUSSION & APPROVAL OF AN AGREEMENT FOR THE SALE OF WATER & SEWER SERVICES TO THE ROCKBRIDGE COUNTY PSA

Mr. Kearney explained that the proposed agreement is a continuation of the City's long-standing arrangement to provide water and limited sewer services to the Rockbridge County PSA, particularly in areas such as the Food Lion corridor. He noted that the PSA is charged the same standard rate as other users, and the City does not have a separate commercial rate structure. He emphasized that the City has sufficient capacity for both water and sewer services, and the agreement will not negatively impact City residents. Instead, it provides additional revenue to the City through full-rate service charges. Mr. Kearney added that the agreement is structured as a 10-year term with automatic renewal for successive 10-year periods unless terminated. He noted that, in the event of a capacity issue or system disruption, the City would work collaboratively with the RCPSA to equitably manage resources rather than discontinue service. Overall, he stated that the agreement formalizes an existing practice that has been in place for many years and remains beneficial to both parties.

Mrs. Gilliam made a motion to **approve** the agreement with Mr. Staton seconding, and it was carried by the Board.

The following Agreement was unanimously approved:

**THIS AGREEMENT (“Agreement”)** made effective March 1, 2026, by and between the **BUENA VISTA PUBLIC SERVICE AUTHORITY**, a municipal corporation (hereinafter called “**BVPSA**”), and the **ROCKBRIDGE COUNTY PUBLIC SERVICE AUTHORITY**, a body politic, incorporated and operating pursuant to the Virginia Water and Waste Authorities Act, Code of Virginia, Title 15.1, Chapter 28 (hereinafter called “**RCPSA**”).

- -: **WITNESSETH:** - -

**WHEREAS** pursuant to agreements entered into prior to the establishment of the BVPSA, the City of Buena Vista, Virginia, agreed to provide potable water to the RCPSA for resale to customers of the RCPSA and to accept for treatment sewage received from customers of the RCPSA; and

**WHEREAS** the parties recognize the economies inherent in the regionalized treatment of wastewater and cooperative agreement for the provision of potable water; and

**WHEREAS** the parties desire to memorialize the continuation of such regionalized treatment of wastewater and cooperative agreement for the provision of potable water under the terms set forth in this Agreement.

**NOW, THEREFORE**, and in consideration of the mutual covenants and agreements contained hereto, the parties agree as follows:

**1. Representations and Warranties**

Each of the parties hereto has the full power and authority to enter into the Agreement and to consummate and carry out the terms of this Agreement.

**2. Potable Water Agreement**

2.1 *Term of Water Service.* The initial term of this Potable Water Agreement shall be for ten (10) years, beginning as of March 1, 2026. Except for the water shortage provisions outlined below, either party may terminate this Agreement by providing the other party written notification two (2) years in advance of such termination. In the event neither party notifies the other party of termination, this Agreement shall automatically extend for additional terms of ten (10) years each.

2.2 *Facility.* The potable water shall be supplied by the existing water treatment facility owned and operated by the BVPSA.

2.3 *Delivery Points.* The BVPSA agrees to deliver water to the RCPSA at currently existing connection points and any additional future connection points as agreed by the parties during any term of this Agreement. Master meters at such connection point will be provided by the BVPSA at the sole expense of the RCPSA. The RCPSA shall bear all expenses incidental to the installation of such line extensions and master meters necessary to provide water service in the event that any further installations or extensions are required solely for the delivery of water to customers of the RCPSA. If either party has a good faith basis for believing that a meter is not accurate (+/- 5% or more), that party may request that the meter be tested for accuracy. If the tested meter is determined to be operating outside the parameters specified above, an adjustment to future billings will be mutually agreed upon by the parties and the costs of the testing shall be the sole responsibility of the party that benefitted from the inaccurate operation of the meter. If a tested meter is determined to be operating within acceptable parameters, the party requesting the testing shall be solely responsible for the costs of the testing.

2.4 *Rate.* BVPSA will sell water to the RCPSA at its Commercial rate per 1000 gallons. BVPSA will notify RCPSA, in writing, at least ninety (90) days prior to July 1 of any year in advance of any increase in the Commercial rate for water. In the event that BVPSA establishes a wholesale or other discounted water rate during the term of this Agreement, BVPSA will then sell water to the RCPSA

at such wholesale or discounted rate upon the effective date of such wholesale or other discounted rate without further amendment of this Agreement. If RCPSA qualifies and provides written verification, taxes associated with this sale of water will not be collected by BVPSA.

- 2.5 *Billing.* The BVPSA will bill the RCPSA for water an amount per 1000 gallons of water at the applicable Commercial Water Rate. BVPSA will issue invoices for water to the RCPSA no later than thirty (30) days after the conclusion of any billing period, and RCPSA will pay invoices no later than thirty (30) days following RCPSA's receipt of the invoice. Amounts unpaid within thirty (30) days after receipt of the bill shall accrue interest at the rate of one and one-half percent (1.50%) per month until paid.
- 2.6 *Water Shortage.* In the event the Manager for the City of Buena Vista or the Chair of the BVPSA, either of whom may act, declares a water shortage (in their sole discretion) RCPSA will be notified that this may result in a reduction in the supply of water to the RCPSA. The BVPSA will endeavor to work with the RCPSA if such a declaration is made to lessen its impact, but it shall have no liability of any nature due to this declaration, or its impact of the parties served by RCPSA.
- 2.7 *Anti-Backflow Devices.* The RCPSA shall install at its cost backflow prevention devices at all points where BVPSA's water main connections are made to the RCPSA's system.

### **3. Sewage Treatment Agreement**

- 3.1 *Term.* The initial term of this Sewage Treatment Agreement shall be for ten (10) years, beginning as of March 1, 2026. Except for the lack of sewage treatment capacity provisions outlined below, either party may terminate this Agreement by providing the other party written notification two (2) years in advance of such termination. In the event neither party notifies the other party of termination, this Agreement shall automatically extend for additional terms of ten (10) years each.
- 3.2 *Delivery Points.* The BVPSA shall permit the RCPSA to tie into sewer lines owned by the BVPSA at the sole expense of the RCPSA, with the RCPSA being obligated to maintain such connections at RCPSA's sole expense. The parties understand and agree that the RCPSA will own title to such lines installed and maintained at the RCPSA's expense.
- 3.3 *Rate.* BVPSA will sell sewer treatment to the RCPSA at its Commercial rate per 1000 gallons. BVPSA will notify RCPSA, in writing, at least ninety (90) days prior to July 1 of any year in advance of any increase in the Commercial rate for sewage treatment. In the event that BVPSA establishes a wholesale or other discounted rate for sewage treatment during the term of this Agreement, BVPSA will then sell sewage treatment to the RCPSA at such wholesale or discounted rate upon the effective date of such wholesale or other discounted rate without further amendment of this Agreement. If RCPSA qualifies and provides written verification, taxes associated with this sale of sewage treatment will not be collected by the BVPSA.
- 3.4 *Billing.* The BVPSA will bill the RCPSA for sewage treatment at the Commercial Sewage Rate based upon water readings provided by the RCPSA for RCPSA customers from whom BVPSA accepts and treats sewage. The RCPSA will provide such meter readings to the BVPSA no later than the 15<sup>th</sup> day of the month following meter readings by RCPSA. BVPSA will issue invoices for sewage treatment to the RCPSA no later than thirty (30) days after the RCPSA provides such meter readings to the BVPSA, and RCPSA will pay invoices no later than thirty (30) days following RCPSA's receipt of the invoice. Amounts unpaid within thirty (30) days after receipt of the bill shall accrue interest at the rate of one and one-half percent (1.50%) per month until paid.
- 3.5 *Sewage Treatment Capacity.* In the event the Manager for the City of Buena Vista or the Chair of the BVPSA, either of whom may act and in their sole discretion, declares a lack of capacity to treat the sewage from the RCPSA, RCPSA will be notified that this may result in a reduction in treatment of sewage received from RCPSA customers. The BVPSA will endeavor to work with the RCPSA if such a declaration is made to lessen its impact, but it shall have no liability of any nature due to this declaration, or its impact of the parties served by the RCPSA.

**4. Settlement of Disputes**

Jurisdiction Venue. The parties hereby agree that the Circuit Court of the City of Buena Vista, Virginia, shall have jurisdiction and venue as to any dispute arising out of construction or performance of this Agreement.

**5. Severability**

If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions of this Agreement will not be affected thereby, and the parties will use all reasonable efforts to substitute for such invalid, illegal, or unenforceable provision(s) one or more valid, legal, and enforceable provision(s) that, insofar as practicable, implement the purposes and intents hereof.

**6. Insurance**

Each party agrees to purchase and maintain sufficient general liability insurance for its own protection during the term of this Agreement.

**7. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all previous written or oral negotiations, commitments, and writings between the parties except as expressly stated herein. No promises, representations, understandings, warranties, or agreements have been made by any of the parties hereto except as referred to herein, and all inducements to the making of this Agreement relied upon by the parties hereto have been expressed herein.

**8. Amendments**

This Agreement may not be amended or modified, nor may compliance with any condition or covenant set forth herein be waived, except by a writing duly and validly executed by each party hereto, or in the case of waiver, the party waiving compliance.

**9. Successors and Assigns**

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties. Nether this Agreement nor any subsequent revisions are intended to be for the benefit of any party not a signatory hereto.

**10. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

**ADJOURNMENT**

There being no further business, the meeting was adjourned 6:06 p.m.

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Sarah M. Burch, Secretary

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Jesse D. Lineberry, Chair



*Commonwealth of Virginia*

*VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY*

[www.deq.virginia.gov](http://www.deq.virginia.gov)

David L. Bulova  
Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus  
Director

**VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY  
ENFORCEMENT ACTION - ORDER BY CONSENT  
ISSUED TO  
Buena Vista Public Service Authority  
FOR  
Buena Vista STP  
VPDES Permit No. VA0020991**

**SECTION A: Purpose**

This is a Consent Order issued under the authority of Va. Code § 62.1-44.15, between the Department of Environmental Quality and the Buena Vista Public Service Authority, regarding the Buena Vista STP, for the purpose of resolving certain violations of the State Water Control Law and the applicable permit and regulations.

**SECTION B: Definitions**

Unless the context clearly indicates otherwise, the terms in this Consent Order have the meanings assigned to them in Va. Code § 62.1-44.2 *et seq.*, the Virginia Pollutant Discharge Elimination System (VPDES) Permit Regulation at 9 VAC 25-31-10.

**SECTION C: Findings of Fact and Conclusions of Law**

1. “Authority” means the Buena Vista Public Service Authority, an authority created pursuant to the Virginia Water and Waste Authorities Act, Va. Code § 15.2-5100 *et seq.* The Authority is a “person” within the meaning of Va. Code § 62.1-44.3.
2. The Authority owns and operates the Buena Vista STP (“WWTP”) located at 301 W 10<sup>th</sup> Street, Buena Vista, Virginia, which treats and discharges treated sewage and other municipal wastes, for the residents and business of the City of Buena Vista.
3. VPDES Permit No. VA0020991 (Permit) was reissued under the State Water Control Law and VPDES Permit Regulation to the Authority on November 1, 2024 and expires on October 31, 2029. The Permit allows the Authority to discharge treated sewage and other municipal wastes from the WWTP to the Maury River and Indian Gap Run, in strict compliance with the terms and conditions of the Permit.

4. In submitting its DMRs, as required by the Permit, the Authority has indicated that it failed to sample for Ammonia, as N in November 2024 in accordance with Permit requirements.
5. Permit Part I.A.1 monitoring requirements states that the required frequency of analysis for Ammonia, as N is 5/Week with 24-hour composite samples.
6. In submitting its DMRs, as required by the Permit, the Authority has indicated it exceeded discharge limitations contained in the Permit as described below:

Parameter	Observations - DMR Monitoring Period and Relevant Reported Monitoring Results							Legal Req.*
	11/2024	12/2024	2/2025	3/2025	4/2025	6/2025	8/2025	
Ammonia, as N average concentration (mg/L)	X	11.6			8.7		8.4	8.1
Ammonia, as N maximum concentration (mg/L)	X	14						10
BOD5 average concentration (mg/L)	24	23						22
BOD5 average loading (kg/D)			194					190
BOD % QTR Removal, Conc Min				69		58		85
TSS % Removal, QTRConc Min				67		61		85

Parameter	Observations - DMR Monitoring Period and Relevant Reported Monitoring Results						Legal Req.*
	9/2025	10/2025	11/2025	12/2025	1/2026		
Ammonia, as N average concentration (mg/L)	12.1	17.9	20.3	13.1	14.5		8.1
Ammonia, as N maximum concentration (mg/L)	14	20	26	14	16		10

7. VRO issued a Notice of Violation (NOV) Number No. W2025-04-V-0001 to the Authority on April 8, 2025, for the failure to sample and exceedances through February 2025.
8. On April 10, 2025, the Buena Vista City Manager contacted DEQ Enforcement staff to discuss the NOV and to advise the Authority is hiring a contractor to perform an operations review of the WWTP. The Authority acknowledged the failure to conduct sampling for Ammonia, as N in November 2024 and acknowledged the WWTP is aged and requires significant upgrades or replacement in order to consistently meet the permitted effluent limits.

9. On June 25, 2025, the consultant conducted an Operations Review and recommended that the out of service clarifiers be brought back online because the primary clarifier system is underutilized and hydraulically unbalanced. Additionally, the consultant made a recommendation to perform a pilot study to evaluate the effectiveness of the use of chemical coagulants to improve particulate removal in the primary clarifiers.
10. DEQ staff and the Buena Vista City Manager met via conference approximately every six weeks between April 2025 and December 2025, to discuss the efforts taken by the Authority to implement the recommendations from the June 2025 operations review. During this time, the City Manager cited funding deficiencies as the primary rationale for the delay. In January 2026, the Authority conducted a 7-day pilot study to assess whether the addition of coagulant would improve the quality of the effluent and it found improved solids capture, lower organic loading to downstream RBCs, and stable pH conditions. No adverse impacts to plant performance during the pilot study were observed but the consultant recommended the pilot study be extended into a 1-2 month operational trial because the 7-day timeframe was not a sufficient duration to fully assess potential long term or chronic effects of continuous chemical use.
11. In February 2026, the City of Buena Vista replaced the City Manager. The new City Manager and the Authority collaborated with the Maury River Public Service Authority and obtained four RBC units. One unit will be installed to replace the current RBC unit that is malfunctioning, and the other three RBC units will be kept on site as reserve equipment. The installation of the replacement RBC is anticipated to occur at the end of April 2026. Additionally, the Authority is evaluating other short term improvements that can be made to the plant to improve efficiency such as repairing the clarifiers and associated equipment that were previously placed out of service. The Authority's goal is to repair and use all 6 clarifiers, if possible and the Authority will extend the pilot study to evaluate the addition of the coagulant as recommended.
12. Va. Code § 62.1-44.5 states that: “[E]xcept in compliance with a certificate issued by the Department, it shall be unlawful for any person to discharge into state waters sewage, industrial wastes, other wastes, or any noxious or deleterious substances.”
13. The Regulation, at 9 VAC 25-31-50, also states that except in compliance with a VPDES permit, or another permit, it is unlawful to discharge into state waters sewage, industrial wastes or other wastes.
14. Va. Code § 62.1-44.15(5a) states that a VPDES permit is a “certificate” under the statute.
15. The Department has issued no permits or certificates to the Authority other than VPDES Permit No. VA0020991.
16. The Maury River and Indian Gap Run are located in the Upper James River Basin and are surface waters located wholly within the Commonwealth and are “state waters” under State Water Control Law.

17. Based on the DMRs submitted by the Authority, the April 10, 2025 initial meeting and subsequent conference calls that took place throughout the remainder of 2025 and in January through March 2026 with the Buena Vista City Manager and representatives of the Authority, the Department concludes that the Authority has violated the Permit, Va. Code § 62.1-44.5 and 9VAC25-31-50, by discharging treated sewage and municipal wastes from the WWTP while concurrently failing to comply with the conditions of the Permit, as described above.
18. In order for the Authority to complete its return to compliance, DEQ staff and representatives of the Authority have agreed to the Schedule of Compliance, which is incorporated as Appendix A of this Consent Order.

#### **SECTION D: Agreement and Order**

Accordingly, by virtue of the authority granted it in Va. Code §§ 62.1-44.15, the Department orders the Authority, and the Authority agrees to:

1. Perform the actions described in Appendix A of this Consent Order.
2. Pay a civil charge of \$4,026 within 30 days of the effective date of the Consent Order in settlement of the violations cited in this Consent Order.

Payment shall be made either by credit card at [www.deq.virginia.gov](http://www.deq.virginia.gov), or 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

The Authority 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 Consent Order for deposit into the Virginia Environmental Emergency Response Fund (VEERF). If the Department has to refer collection of moneys due under this Consent Order to the Department of Law, the Authority shall be liable for attorneys' fees of 30% of the amount outstanding.

#### **SECTION E: Administrative Provisions**

1. The Department may modify, rewrite, or amend this Consent Order with the consent of Buena Vista Public Service Authority for good cause shown by Buena Vista Public Service Authority, 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 Consent Order addresses and resolves only those violations specifically identified in Section C of this Consent Order and NOV No. W2025-04-V-0001 dated April 8, 2025. This Consent Order shall not preclude the Department 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 Consent Order.

3. For purposes of this Consent Order and subsequent actions with respect to this Consent Order only, Buena Vista Public Service Authority admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.
4. Buena Vista Public Service Authority consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Consent Order.
5. Buena Vista Public Service Authority 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 Department to modify, rewrite, amend, or enforce this Consent Order.
6. Failure by Buena Vista Public Service Authority to comply with any of the terms of this Consent Order shall constitute a violation of an order of the Department. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Department 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 Consent Order is found to be unenforceable for any reason, the remainder of the Consent Order shall remain in full force and effect.
8. Buena Vista Public Service Authority 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. City of Buena Vista shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Buena Vista Public Service Authority shall notify the DEQ Enforcement 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 Consent 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 Enforcement 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 Consent Order.

9. This Consent Order is binding on the parties hereto and any successors in interest, designees and assigns, jointly and severally.
10. This Consent Order shall become effective upon execution by both the Director or his designee and Buena Vista Public Service Authority. Nevertheless, Buena Vista Public Service Authority agrees to be bound by any compliance date which precedes the effective date of this Order.
11. This Consent Order shall continue in effect until:
  - a. The Director or his designee terminates the Consent Order after Buena Vista Public Service Authority has completed all of the requirements of the Consent Order;
  - b. Buena Vista Public Service Authority petitions the Director or his designee to terminate the Consent Order after it has completed all of the requirements of the Consent Order and the Director or his designee approves the termination of the Consent Order; or
  - c. The Director or Department terminates the Consent Order in his or its sole discretion upon 30 days' written notice to Buena Vista Public Service Authority.

Termination of this Consent Order, or any obligation imposed in this Consent Order, shall not operate to relieve Buena Vista Public Service Authority 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 Buena Vista Public Service Authority and approved by the Department pursuant to this Consent Order are incorporated into this Consent Order. Any non-compliance with such approved documents shall be considered a violation of this Consent Order.
13. The undersigned representative of Buena Vista Public Service Authority certifies that he or she is a responsible official authorized to enter into the terms and conditions of this Consent Order and to execute and legally bind Buena Vista Public Service Authority to this document. Any documents to be submitted pursuant to this Consent Order shall also be submitted by a responsible official of Buena Vista Public Service Authority.
14. This Consent Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Consent Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Consent Order.

15. By its signature below, Buena Vista Public Service Authority voluntarily agrees to the issuance of this Consent Order.

And it is so ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Kristen Sadtler, Enforcement Director  
Department of Environmental Quality

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## **APPENDIX A SCHEDULE OF COMPLIANCE**

1. Within 30 days of the effective date of this Order, the Buena Vista Public Service Authority shall conduct an evaluation of the WWTP and its components to identify short-term efficiency improvements that will mitigate exceedances of Permit effluent limits. Within 90 days of the effective date of this Order, the Buena Vista Public Service Authority shall submit to DEQ a corrective action plan detailing the evaluation findings, corrective actions, and an implementation schedule. The plan shall include, at a minimum, a detailed schedule for purchase, installation, and implementation of any equipment or measures identified through the evaluation. The plan shall also include the installation of the RBC replacement units, clarifier repairs, and other equipment improvements and modifications. The actions in the plan and implementation schedule shall be completed no later than December 1, 2026. Upon DEQ approval of said plan and schedule shall become a part of, and enforceable under, the terms of this Order.
2. Within 30 days of the effective date of this Order, the Buena Vista Public Service Authority shall implement the extended pilot study as recommended from the observations of the 7-day pilot study performed in January 2026. The recommendation to extend the pilot study into 1-2 months is to fully assess potential long term or chronic effects of continuous chemical use. Within 30 days of the conclusion of the study, Buena Vista Public Service Authority shall submit a summary report of the findings to DEQ. The pilot study conclusion and reporting to DEQ shall not exceed 180 days from the effective date of this Order.
3. Within 180 days of the effective date of this Order, and semi-annually thereafter, the Buena Vista Public Service Authority shall submit to DEQ a report detailing its efforts to obtain funding for upgrades or replacement of the WWTP. The report shall identify all grants, loans and other available funding mechanisms for which the Buena Vista Public Service Authority may apply, and shall include specific information on application deadlines, expected timeframes for approval, and any requirements or conditions related to the use of the funds.
4. If the corrective action plan in Item 1 and addition of chemical coagulant in Item 2 do not result in the WWTP consistently meeting Permit effluent limits, then Buena Vista Public Service Authority shall take actions to ensure the WWTP can achieve compliance with the permit effluent limits by June 1, 2029. If the WWTP fails to meet discharge limits for the same parameter two months out of any six month period, and DEQ determines in its sole discretion that the exceedances are not due to circumstances outside of the Authority's control, then Buena Vista Public Service Authority shall submit an additional corrective action plan outlining additional actions to ensure the WWTP can achieve compliance with the permit effluent limits by June 1, 2029. Upon DEQ approval said plan and schedule shall become a part of, and enforceable under, the terms of this Order. Additional actions may include, but are not limited to, implementing Buena Vista Public Service Authority's plan to: 1) upgrade or replace the WWTP to meet effluent limitations; or 2) divert the effluent from the WWTP and dispose of the effluent in another manner in accordance with state laws and regulations.

5. **DEQ Contact**

Unless otherwise specified in this Consent Order, City of Buena Vista shall submit all requirements of Appendix A of this Consent Order to:

**Michelle Callahan**  
**1111 East Main Street**  
**Richmond, VA 23219**