

COUNTY OF BUNCOMBE )  
IN THE MATTER OF )  
NORTH CAROLINA ) SETTLEMENT AGREEMENT  
NPDES PERMIT NC0085952 )  
TA OPERATING LLC )

Pursuant to provisions of North Carolina General Statute § 143-215.3(a)(6), this Settlement Agreement is entered into by the TA Operating LLC, herein referred to as TA Operating, and the North Carolina Division of Water Quality, and hereinafter referred to as the Division:

1. TA Operating and the Division hereby agree to the following findings:
  - (a.) TA Operating holds North Carolina NPDES permit NC0085952 for operation of the Candler Travel Center wastewater treatment plant (WWTP) and for making an outlet therefrom for the discharge of treated wastewater to an unnamed tributary to George Branch, Class C waters of this State in the French Broad River Basin.
  - (b.) Effluent limits included as terms of NPDES permit NC0085952 have been established as those concentrations of pollutants that may be discharged into the receiving stream without causing applicable water quality standards to be contravened.
  - (c.) On March 1, 2012, TA Operating submitted a response to Notices of Violation and Recommendation for Enforcement, providing a plan of action for returning the facility to consistent compliance with the terms of the NPDES permit.
  - (d.) TA Operating's WWTP has been noncompliant with the effluent limits contained in NPDES permit NC0085952 in the manner and to the extent described in Attachment A: *Civil Penalty Assessment History*.
  - (e.) Since April 2011, TA Operating has been assessed penalties totaling \$2,105.50 in the matters of four (4) separate civil assessment cases, as noted in Attachment A, for violations of effluent limits contained in NPDES permit NC0085952.
  - (f.) In addition to the previously assessed violations referenced in Paragraph 1(e), there are an additional four (4) months of DMR violations not assessed as of the date of this agreement. As settlement of all the alleged violations previously referenced, TA Operating LLC agrees to pay a penalty in the amount of \$1,955.50. A certified check in the amount of \$1,955.50 must be made payable to the Department of Environment and Natural Resources and forwarded to the Director of DWQ at 1617 Mail Service Center, Raleigh, NC 27699-1617 no later than December 31, 2012, unless modified as set forth in Paragraph 6.
2. Due to the inconsistent compliance of the WWTP, TA Operating and the Division agree that TA Operating will take the following actions:

- (a.) TA Operating will eliminate the rainwater infiltration, as much as can be practically accomplished, to help minimize variability of flow to the system.
- (b.) TA Operating will create a bypass from the pump discharge back to the EQ tank.
- (c.) TA Operating will rebuild the tertiary filter.
- (d.) TA Operating will replace certain tank grating/covers.
- (e.) TA Operating will clean out the grease traps and implement a monthly clean out regime in lieu of the current semi-annual schedule.
- (f.) The WWTP operators will meet with site personnel to discuss chemical use and the cleaning procedures used in the restaurant, restrooms, and showers that could affect the WWTP.
- (g.) TA Operating may seek modification of its NPDES permit to propose an alternate discharge location to a higher flow receiving stream, which may change the current permit effluent limits.

3. Based upon the above findings, TA Operating and the Division agree to the implementation of the following schedule:

- (a.) Begin work of items identified in Paragraph 2(a.) – (f.) by June 4, 2012.
- (b.) TA Operating must provide written notification (to the addresses listed below) to the Asheville Regional Office, Surface Water Protection Section and the Raleigh Central Office, of compliance with activities listed in Paragraph 2, within seven calendar days of completion of the tasks listed in 2(a.) – (f.) above.
- (c.) Request a visit from the staff of the Asheville Regional Office to observe progress toward meeting compliance with final effluent limits by June 30, 2012.
- (d.) Consider modification of the NPDES permit NC0085952 to provide an alternate discharge point; and if an alternate discharge point is feasible, seek a permit modification by August 15, 2012.
- (e.) Return to consistent compliance or enter into a Special Order by Consent no later than November 30, 2012, or within 90 days of the completion of all strategies identified in Paragraphs 2 and 3. "Consistent compliance" as stated above is defined as being compliant with all terms and conditions of NPDES permit NC0085952, as primarily evidenced by data submitted on Discharge Monitoring Reports (DMRs) for the months July 2012 through November 2012.

4. Nothing in this Agreement relieves TA Operating of its duty to abide by the terms of NPDES permit NC0085952. Noncompliance with the terms of the NPDES may subject TA Operating to the assessment of additional civil penalties during the time this Agreement is in effect. However, the Division will use discretion in its consideration of civil penalty assessments for violations of permit limits that occur during the life of this Agreement. In that event, nothing in this Agreement shall bar or prevent TA Operating from filing a contested case petition or seeking judicial review of any additional penalty assessed during the time this Agreement is in effect.

5. Failure to comply with the terms of this Agreement may subject TA Operating to the assessment of additional civil penalties pursuant to Part II, Section B (2.) (the "Duty to Mitigate" condition) of NPDES permit NC0085952, but only during the time this Agreement is in effect.

6. Upon TA Operating's successful execution of the terms of this Agreement, the upfront penalty assessed in Paragraph 1(f) shall be reduced to \$1,261.50. If this Agreement is successfully executed and this paragraph becomes valid as a result, then the certified check shall be made payable to the Department of Environment and Natural Resources and forwarded to the Director of DWQ at 1617 Mail Service Center, Raleigh, NC 27699-1617.

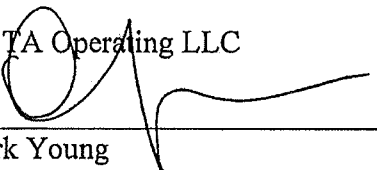
7. Requests, actions and/or reports required by the terms of Paragraph 3 above shall be deemed overdue if they are not made, completed or submitted by the dates specified. The burden for providing sufficient documentation of the satisfaction of the terms of this Agreement is held entirely by TA Operating.

8. Because this is an Agreement between the Division and TA Operating, neither party will file a petition for a contested case or for judicial review concerning its terms, with the exception of those matters identified in Paragraph 4.

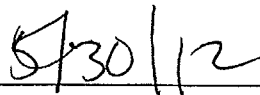
9. TA Operating may request an extension/modification to this Agreement. Such request must be made in writing to the Division of Water Quality. The request must include reasons for the extension/modification and state when compliance with the NPDES permit will be achieved. Any extension/modification must be approved in writing by the Director of the Division of Water Quality or his designee in order to be effective.

10. This Agreement shall expire December 31, 2012, unless extended in accordance with Paragraph 9.

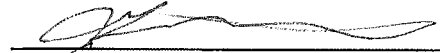
For TA Operating LLC

  
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Mark Young  
Executive Vice President and General Counsel  
TA Operating LLC

Date

  
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5/30/12

For the NC Division of Water Quality



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Jeffrey O. Poupart  
Point Source Branch Supervisor  
Surface Water Protection Section  
North Carolina Division of Water Quality

Date

6/5/12

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