COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY
NORTHERN REGIONAL OFFICE
13901 Crown Court, Woodbridge, Virginia 22193
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Douglas W. Domenech
Secretary of Natural Resources

David K. Paylor
Director

STATE WATER CONTROL BOARD
ENFORCEMENT ACTION
ORDER BY CONSENT
ISSUED TO
BALTIMORE TANK LINES, INC.

SECTION A: Purpose

This is a Consent Special Order issued under the authority of Va. Code § 62.1-44.34:20 between the State Water Control Board and Baltimore Tank Lines, Inc. for the purpose of resolving certain violations of the State Water Control Law and the applicable regulations.

SECTION B: Definitions

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

1. "Baltimore Tank Lines" or "BTL" means Baltimore Tank Lines, Inc., located at 180 Eighth Avenue, P.O. Box 1028, Glen Burnie, Maryland 21060-1028, a corporation authorized to do business in Virginia and its affiliates, partners, subsidiaries, and parents. Baltimore Tank Lines, Inc. is a "person" within the meaning of Va. Code § 62.1-44.3.

2. "Board" means the State Water Control Board, a permanent citizens' board of the Commonwealth of Virginia, as described in Va. Code §§ 10.1-1184 and 62.1-44.7.

3. "Containment and Cleanup" means abatement, containment, removal and disposal of oil and, to the extent possible, the restoration of the environment to its existing state prior to an oil discharge.

4. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia as described in Va. Code § 10.1-1183.

5. "Director" means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.

6. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 62.1-44.15.

7. "NRO" means the Northern Regional Office of DEQ, located in Woodbridge, Virginia.

8. "Oil" means oil of any kind and in any form, including, but not limited to, petroleum and petroleum by-products, fuel oil, lubricating oils, sludge, oil refuse, oil mixed with other wastes, crude oils and all other liquid hydrocarbons regardless of specific gravity. Va. Code § 62.1-44.34:14.

9. "Order" means this document, also known as a Consent Order.

10. "Site" means the facility, land, road, storm drain system and surface water(s) adversely affected by the oil discharge located at the intersection of Main Street (Route 236) and Picket Road, Fairfax City, which leads directly into Crook Branch, a tributary of Accotink Creek.

11. "State Water Control Law" means Chapter 3.1(§ 62.1-44.2 *et seq.*) of Title 62.1 of the Va. Code. Article 11 (Va. Code §§ 62.1-44.34:14 through 62.1-44.34:23) of the State Water Control Law addresses discharge of oil into waters.

12. "State waters" means all water, on the surface and under the ground, wholly or partially within or bordering the Commonwealth or within its jurisdiction, including wetlands. Va. Code § 62.1-44.3.

13. "Va. Code" means the Code of Virginia (1950), as amended.

14. "VAC" means the Virginia Administrative Code.

15. "VDEM" means the Virginia Department of Emergency Management.

SECTION C: Findings of Fact and Conclusions of Law

1. Baltimore Tank Lines transports petroleum products to customers via tractor trailer tankers.

2. On August 28, 2010, DEQ received notification from VDEM of a discharge of gasoline into a storm drain inlet at the intersection of Main Street (Route 236) and Picket Road, Fairfax City, which led directly into Crook Branch. Gasoline is a petroleum product, and is included in the definition of "oil" under Va. Code § 62.1-44.34:14.

3. The notification indicated that on August 28, 2010, a Baltimore Tank Lines tanker truck laden with 8,800 gallons of gasoline was in an accident when the driver ran the red light and the truck overturned in the intersection, causing a breach of the tank.

4. The breached tank resulted in a discharge of approximately 4,680 gallons of gasoline from the tanker truck. The discharge contaminated soil in a swale area near the accident and drained into a storm drain system which led into Crook Branch, a water body defined as a state water.

5. Baltimore Tank Lines had hired a private remedial contractor to begin containment and cleanup of the Site. 4,120 gallons of gasoline from the overturned tanker truck was offloaded into another truck. The contractor had placed booms and used a vacuum truck in certain locations of Crook Branch to recovery the gasoline.

6. On September 2, 2010, DEQ was notified by the contractor that the contaminated soil had been replaced by clean soil and approximately 4,210 gallons of gasoline had been recovered from the soil, the storm drain system and Crook Branch.

7. Va. Code § 62.1-44.34:18 prohibits the discharge of oil into or upon state waters, lands, or storm drain systems. Baltimore Tank Lines is subject to the statutory prohibition.

8. On September 16, 2010, the Department issued Notice of Violation No. W2010-09-N-001 to Baltimore Tank Lines for discharge of oil into or upon state waters, lands, or storm drain systems.

9. On September 29, 2010, the contractor hired by Baltimore Tank Lines removed all of the remaining absorbent booms and had completed the containment and cleanup of the impact area as detailed in a report submitted to DEQ.

10. Based on the foregoing information, the State Water Control Board concludes that Baltimore Tank Lines has violated Va. Code § 62.1-44.34:18, which prohibits the discharge of oil into or upon state waters, lands, or storm drain systems.

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code § 62.1-44.34:20, the Board orders Baltimore Tank Lines, Inc. and Baltimore Tank Lines, Inc. agrees to:

1. Pay a civil charge of $50,000.00 in settlement of the violations cited in this Order. The civil charge shall be paid in accordance with the following schedule:

Due Date	Amount
Within 30 days of the effective date of the Order.	$16,666.67 or balance
Within 60 days of the effective date of the Order.	$16,666.67 or balance
Within 90 days of the effective date of the Order.	$16,666.66

2. If the Department fails to receive a civil charge payment pursuant to the schedule described above, the payment shall be deemed late. If any payment is late by 30 days or more, the entire remaining balance of the civil charge shall become immediately due and owing under this Order, and the Department may demand in writing full payment by Baltimore Tank Lines, Inc.. Within 15 days of receipt of such letter, Baltimore Tank Lines, Inc. shall pay the remaining balance of the civil charge. Any acceptance by the Department of a late payment or of any payment of less than the remaining balance shall not act as a waiver of the acceleration of the remaining balance under this Order.

3. Reimburse DEQ for investigative costs of $2,547.35 within 30 days of the effective date of the Order.

4. All payments shall be made by 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

5. Baltimore Tank Lines, Inc. shall include its Federal Employer Identification Number with the civil charge payment and shall indicate that the payment is being made in accordance with the requirements of this Order for deposit into the Virginia Petroleum Storage Tank Fund (VPSTF).

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend this Order with the consent of Baltimore Tank Lines, Inc. for good cause shown by Baltimore Tank Lines, Inc., or on its own motion pursuant to the Administrative Process Act after notice and opportunity to be heard.

2. This Order addresses and resolves only those violations specifically identified in Section C of this Order. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility; or (3) taking subsequent action to enforce the Order.

3. For purposes of this Order and subsequent actions with respect to this Order only, Baltimore Tank Lines, Inc. admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.

4. Baltimore Tank Lines, Inc. consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.

5. Baltimore Tank Lines, Inc. declares it has received fair and due process under the Administrative Process Act, Va. Code §§ 2.2-4000 *et seq.*, and the Virginia Water Pollution Control Law and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to modify, rewrite, amend, or enforce this Order.

6. Failure by Baltimore Tank Lines, Inc. to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.

7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.

8. Baltimore Tank Lines, Inc. 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 occurrence. Baltimore Tank Lines, Inc. shall show that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Baltimore Tank Lines, Inc. shall notify the DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:

   a. the reasons for the delay or noncompliance;

   b. the projected duration of any such delay or noncompliance;

   c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and

   d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

   Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition above, which the Baltimore Tank Lines, Inc. intends to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto, their successors in interest, designees and assigns, jointly and severally.

10. This Order shall become effective upon execution by both the Director or his designee and Baltimore Tank Lines, Inc. Nevertheless, Baltimore Tank Lines, Inc. agrees to be bound by any compliance date which precedes the effective date of this Order.

11. This Order shall continue in effect until:

    a. The Director or his designee terminates the Order after Baltimore Tank Lines, Inc. has completed all of the requirements of the Order;

    b. Baltimore Tank Lines, Inc. petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or

    c. the Director or Board terminates the Order in his or its sole discretion upon 30 days' written notice to Baltimore Tank Lines, Inc.

    Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Baltimore Tank Lines, Inc. 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 Baltimore Tank Lines, Inc. and approved by the Department pursuant to this Order are incorporated into this Order. Any non-compliance with such approved documents shall be considered a violation of this Order.

13. The undersigned representative of Baltimore Tank Lines, Inc. certifies that he or she is a responsible official authorized to enter into the terms and conditions of this Order and to execute and legally bind Baltimore Tank Lines, Inc. to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Baltimore Tank Lines, Inc.

14. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.

15. By its signature below, Baltimore Tank Lines, Inc. voluntarily agrees to the issuance of this Order.

And it is so ORDERED this 4th day of August, 2011.

Thomas A. Faha

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

Baltimore Tank Lines, Inc. voluntarily agrees to the issuance of this Order.

Date: 5/12/11 By: _____ President
(Person) (Title)
Baltimore Tank Lines, Inc.

State of Maryland
~~Commonwealth of Virginia~~
City/County of Anne Arundel

The foregoing document was signed and acknowledged before me this 12th day of May, 2011, by Henry Molner who is President of Baltimore Tank Lines, Inc., on behalf of the corporation.

_____
Notary Public

_____
Registration No.

My commission expires: 10/31/2013

Notary seal:

JOSEPH COKLEY
NOTARY PUBLIC
BALTIMORE COUNTY, MARYLAND
My Commission expires 10/31/2013