

# **STATE AIR POLLUTION CONTROL BOARD ENFORCEMENT ACTION**

## **ORDER BY CONSENT ISSUED TO**

**Trimble's Cleaners  
Staunton, Virginia  
Registration No: 81199**

### **SECTION A: Purpose**

This is a Consent Order issued under the authority of Va. Code §§ 10.1-1187, -1184, -1307(D), -1309, and -1316(C), between the State Air Pollution Control Board and Trimble's Cleaners, for the purpose of resolving certain alleged violations of environmental law and regulations.

### **SECTION B: Definitions**

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

1. "Va. Code" means the Code of Virginia (1950), as amended.
2. "Board" means the State Air Pollution Control Board, a permanent citizens' board of the Commonwealth of Virginia as described in Code §§ 10.1-1301 and 10.1-1184.
3. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia as described in Va. Code § 10.1-1183.
4. "Director" means the Director of the Department of Environmental Quality.
5. "Order" means this document, also known as a Consent Special Order.
6. "Trimble's" means Trimble's Cleaners, certified to do business in Virginia and its affiliates, partners, subsidiaries, and parents.

7. "Facility" means Trimble's dry cleaning facility located at 307 North Augusta Street, Staunton, Virginia 24401.
8. "VRO" means the Valley Regional Office of DEQ, located at 4411 Early Road, P.O. Box 3000, Harrisonburg, Virginia 22801.
9. "CFR" means Code of Federal Regulations.

### **SECTION C: Findings of Facts and Conclusions of Law**

1. During DEQ's compliance inspection of Trimble's facility on November 11, 2003, DEQ air compliance inspector Kevin Kennedy discovered that three boxes of spent dry cleaning machine filters showed evidence of Perchloroethylene (PERC) leakage from the spent filters.
2. Substantial PERC leaks were found at the dry cleaning machine door, the drain valve on the button trap, and from the refrigerated coil chamber. Mr. Kennedy observed that a small cup was used to catch PERC leakage from the drain valve.
3. Weekly perceptible leak inspections, temperature logs, and other records for PERC consumption were documented in accordance with 40 CFR Part 63M, § 63.322(k), § 63.322(j), § 63.323(a)(1), and § 63.323(d). Temperature log readings were in excess of 7.2 degrees Centigrade beginning in March 2003.
4. 40 CFR Part 63.322(k) provides that "There must be no perceptible leaks on the machine when inspected," and 40 CFR Part 63.323(a)(1) provides that "the temperature on the outlet side of the control device must be checked once per week while the system is on the cool down cycle and the temperature must be equal to or less than 45 degrees F or 7.2 degrees C."
5. 40 CFR 63.324(j) provides that all PERC and PERC-containing wastes are to be stored in containers that have no perceptible leaks and 40 CFR 63.323(d) provides that there must be no perceptible leaks on dry cleaning machines.
6. Trimble's was issued a Notice of Violation (NOV) on December 22, 2003 citing the above-listed violations and Trimble's manager Kary Krusz met with DEQ representatives on January 8, 2004.

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

Accordingly the State Air Pollution Control Board, by virtue of the authority granted it pursuant to Va. Code §§10.1-1186(2), 10.1-1309, and 10.1-1316(C), orders Trimble's and Trimble's agrees, to pay a civil charge of \$1800.00 in settlement of the violations cited in this Order. Therefore:

Trimble's agrees to pay the amount of **\$1,800.00** of this civil charge within 30 days of the effective date of this Order. Payment must indicate that the civil charge is paid pursuant to this Order, and shall include Trimble's's Federal Identification Number. Payment shall be by check, certified check, money order, or cashier's check payable to "**Treasurer of the Commonwealth of Virginia**" and sent to:

**Receipts Control  
Department of Environmental Quality  
P. O. Box 10150  
Richmond, Virginia 23240**

Trimble's shall note on the payment that it is being made pursuant to this Order

**SECTION E: Administrative Provisions**

1. The Board may modify, rewrite, or amend the Order with the consent of Trimble's, for good cause shown by Trimble's, or on its own motion after notice to Trimble's and its opportunity to be heard.
2. This Order addresses and resolves only those violations specifically identified herein. 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 as may be authorized by law; or (3) taking subsequent action to enforce this Order. This Order shall not preclude appropriate enforcement actions by other federal, state, or local regulatory authorities for matters not addressed herein.
3. For purposes of this Order and subsequent actions with respect to this Order, Trimble's admits to the allegations in Section C of this Order.
4. Trimble's 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. Trimble's declares it has received fair and due process under the Administrative Process Act, Va. Code §§ 2.2-4000 *et seq.*, and the Air 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 of Trimble's to any administrative proceeding for, or to judicial review of, any action taken by the Board to enforce this Order.
6. Failure by Trimble's 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. Trimble's 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. Trimble's shall show that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part.

Trimble's shall notify the DEQ Regional Director in writing 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 within 24 hours of learning of any condition above, which Trimble's 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 Trimble's. Notwithstanding the foregoing, Trimble's agrees to be bound by any compliance date which precedes the effective date of this Order.
1. This Order shall continue in effect until:
  - a. Trimble's petitions the Director or his designee to terminate the Order after it has completed all the requirements of the Order and the Director or his designee approves the termination of the Order; or
  - b. The Director or Board terminates the Order in his or its sole discretion upon 30 days written notice to Trimble's.

Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Trimble's from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. By its signature below, Trimble's voluntarily agrees to the issuance of this Order.

And it is so ORDERED this day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Robert G. Burnley  
Department of Environmental Quality

Trimble's voluntarily agrees to the issuance of this Order.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Commonwealth of Virginia  
City/County of \_\_\_\_\_

The foregoing document was signed and acknowledged before me this \_\_\_ day of  
\_\_\_\_\_, 2004, by \_\_\_\_\_, who is  
(name)

\_\_\_\_\_ of Trimble's, on behalf of the Corporation.  
(title)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.