



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

TIDEWATER REGIONAL OFFICE

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Molly Joseph Ward
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VIRGINIA WASTE MANAGEMENT BOARD ENFORCEMENT ACTION - ORDER BY CONSENT ISSUED TO Bridgestone Retail Operations, LLC EPA ID No. VACESQG61504

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code § 10.1-1455, between the Virginia Waste Management Board and Bridgestone Retail Operations, LLC for the purpose of resolving certain violations of the Virginia Waste Management Act and the applicable regulations.

SECTION B: Definitions

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

1. "Board" means the Virginia Waste Management Board, a permanent citizens' board of the Commonwealth of Virginia as described in Va. Code §§ 10.1-1184 and -1401.
2. "Bridgestone" means Bridgestone Retail Operations, LLC, a limited liability company authorized to do business in Virginia and its members, affiliates, partners, subsidiaries. Bridgestone Retail Operations, LLC is a "person" within the meaning of Va. Code § 10.1-1400.
3. "CESQG" means a conditionally exempt small quantity generator of hazardous waste, a generator of less than 100 kilograms of hazardous waste in a month and meeting the other restrictions of 40 CFR § 261.5 and 9 VAC 20-81-10.
4. "CFR" means the Code of Federal Regulations, as incorporated into the Regulations.
5. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia as described in Va. Code § 10.1-1183.

6. “Director” means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.
7. “EPA” means the U.S. Environmental Protection Agency.
8. “Facility” or “Site” means the Firestone #344614, an auto service and repair facility located in Fort Eustis, Virginia.
9. “Generator” means person who is a hazardous waste generator, as defined by 40 CFR § 260.10.
10. “Hazardous Waste” means any solid waste meeting the definition and criteria provided in 40 CFR § 261.3.
11. “Notice of Violation” or “NOV” means a type of Notice of Alleged Violation under Va. Code § 10.1-1455.
12. “Order” means this document, also known as a “Consent Order” or “Order by Consent.”
13. “RCRA Subtitle C” means Resource Conservation and Recovery Act Subtitle C, a federal program to manage hazardous waste from cradle to grave as described in 40 CFR Subtitle C.
14. “Regulations” or “VHWMR” means the Virginia Hazardous Waste Management Regulations, 9 VAC 20-60-12 *et seq.* Sections 20-60-14, -124, -260 through -266, -268, -270, -273, and -279 of the VHWMR incorporate by reference corresponding parts and sections of the federal Code of Federal Regulations (CFR), with the effected date as stated in 9 VAC 20-60-18, and with independent requirements, changes, and exceptions as noted. In this Order, when reference is made to a part or section of the CFR, unless otherwise specified, it means that part or section of the CFR as incorporated by the corresponding section of the VHWMR. Citations to independent Virginia requirements are made directly to the VHWMR.
15. “Solid Waste” means any discarded material meeting the definition provided in 40 CFR § 261.2.
16. “Storage” means the holding of hazardous waste for a temporary period, at the end of which the hazardous waste is treated, disposed of, or stored elsewhere as defined in CFR 260.10 and 9 VAC 20-60-260.
17. “TRO” means the Tidewater Regional Office of DEQ, located in Virginia Beach, Virginia.
18. “Va. Code” means the Code of Virginia (1950), as amended.

19. "VAC" means the Virginia Administrative Code.
20. "Virginia Waste Management Act" means Chapter 14 (§ 10.1-1400 *et seq.*) of Title 10.1 of the Va. Code. Article 4 (Va. Code §§ 10.1-1426 through 10.1-1429) of the Virginia Waste Management Act addresses Hazardous Waste Management.

SECTION C: Findings of Fact and Conclusions of Law

1. Bridgestone operates the Facility in Fort Eustis, Virginia. The Facility is an auto service and repair facility. Operations at the Facility are subject to the Virginia Waste Management Act and the Regulations.
2. Bridgestone was issued EPA ID No. VACESQG61504 for the Facility.
3. On June 15, 2015, DEQ was notified that 282 gallons of hazardous waste water had been transported from the Facility to a facility not permitted to handle hazardous waste. Analysis of samples collected of the waste water indicated it contained 8.76 mg/l Tetrochloroethylene, considered a hazardous waste since it was greater than the RCRA Subtitle C toxicity characteristic for hazardous Tetrochloroethylene, greater than 0.7 mg/l (EPA waste code D039), as set forth in 40 CFR part 261.24.
4. 40 CFR 261.5(g) and 9 VAC 20-60-261 requires generators of hazardous waste to ensure its hazardous waste is delivered to a permitted hazardous waste treatment, storage or disposal facility.
5. On August 3, 2015, based on the June 15, 2015 notification and follow-up information, the Department issued a Notice of Violation to Bridgestone for the violations described in paragraphs C(3) and C(4), above.
6. On August 12, 2015, DEQ staff received a letter from Bridgestone in response to the violations noted in the NOV.
7. Based on the observations of the June 15, 2015 notification and follow-up information, the Board concludes that Bridgestone has violated 40 CFR 261.5(g) and 9 VAC 20-60-261, as described in paragraphs C(3) through C(4), above.
8. Bridgestone has submitted documentation that verifies that the violations in paragraphs C(3) through C(4), above, have been corrected.

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it pursuant to Va. Code § 10.1-1455, the Board orders Bridgestone and Bridgestone agrees to pay a civil charge of \$5,250.00 within 30 days of the effective date of the Order in settlement of the violations cited in this Order.

Payment 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

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

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend the Order with the consent of Bridgestone for good cause shown by Bridgestone, 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 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 the purposes of this Order and subsequent actions with respect to this Order only, Bridgestone admits the jurisdictional allegations, and agrees not to contest, but does not admit, the findings of fact and conclusions of law in this Order.
4. Bridgestone 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. Bridgestone declares it has received fair and due process under the Administrative Process Act and the Virginia Waste Management Act 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 Bridgestone 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. Bridgestone does not waive any rights or objections it may have in any enforcement actions by federal, other state or local authorities arising out of the same facts or facts similar to those recited in this Order.

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. Bridgestone 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. Bridgestone shall show that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Bridgestone 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 TRO Regional Director within 24 hours and in writing within three business days, of learning of any condition above, which Bridgestone 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 Bridgestone. Nevertheless, Bridgestone 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 Bridgestone has completed all of the requirements of the Order;

- b. Bridgestone 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 Bridgestone.

Termination of this Order, or any obligation imposed in this order, shall not operate to relieve Bridgestone 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 Bridgestone 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 Bridgestone 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 Bridgestone to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Bridgestone.
- 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 parties other than those expressed in this Order.
- 15. By its signature below, Bridgestone voluntarily agrees to the issuance of this Order.

And it is so ORDERED this _____ day of _____, 2015.

Regional Director
Department of Environmental Quality

Bridgestone Retail Operations, LLC voluntarily agrees to the issuance of this Order.

Date: 12/4/15 By: James M. Blecha James M. Blecha, Vice President
(Person) Real Estate and Assets
(Title)

~~Commonwealth of Virginia~~ IL
City/County of DuPage

The foregoing document was signed and acknowledged before me this 4th day of
December, 2015, by James M. Blecha who is
VP, Real Estate + of Bridgestone Retail Operations, LLC on behalf of the
company. Assets

Kathryn G. Scott
Notary Public
761399
Registration No.

My commission expires: 1/18/2016

Notary seal:

