



*Commonwealth of Virginia*

*VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY*

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Regional Director

**STATE WATER CONTROL BOARD  
ENFORCEMENT ACTION - ORDER BY CONSENT  
ISSUED TO  
Anisa Enterprise, Inc.  
FOR  
301 Express  
Facility ID No. 4014633**

**SECTION A: Purpose**

This is a Consent Order issued under the authority of Va. Code § 62.1-44.15, between the State Water Control Board and Anisa Enterprise, Inc., for the purpose of resolving certain violations of the State Water Control Law and the applicable regulations.

**SECTION B: Definitions**

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

1. "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.
2. "Cathodic protection" is a technique to prevent corrosion of a metal surface by making that surface the cathode of an electrochemical cell. For example, a tank system can be cathodically protected through the application of either galvanic anodes or impressed current.
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, as described in Va. Code § 10.1-1185.

5. "Facility" means the physical location where the UST and/or UST system is installed and/or operated, known as 301 Express located at 13234 Hanover Courthouse Rd., Hanover VA 23069. The Facility's UST and/or UST system are owned and operated by Anisa Enterprise, Inc., and the Facility is further identified by UST Facility ID# [X].
6. "Financial Responsibility" means the ability to demonstrate that one has the financial resources available to pay for the costs of containment and cleanup and third party lawsuits in the event of a release from an UST or UST system.
7. "Form 7530-2" means the Notification for Underground Storage Tanks form used by DEQ to register and track USTs for proper operation, closure and ownership, in accordance with 9 VAC 25-580-70.
8. "Anisa Enterprise, Inc." means a corporation authorized to do business in Virginia and its affiliates, partners, and subsidiaries. Anisa Enterprise, Inc. is a "person" who owns and/or operates the Facility.
9. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 62.1-44.15.
10. "Operator" means any person in control of, or having responsibility for, the daily operation of the UST system as defined in Va. Code § 62.1-44.34:8 and 9 VAC 25-580-10.
11. "Order" means this document, also known as a "Consent Order" or "Order by Consent," a type of Special Order under the State Water Control Law.
12. "Owner" means any person who owns an UST system used for storage, use, or dispensing of regulated substances as defined in Va. Code § 62.1-44.34:8 and 9 VAC 25-580-10.
13. "Person" means an individual, trust, firm, joint stock company, corporation, including a government corporation, partnership, association, any state or agency thereof, municipality, county, town, commission, political subdivision of a state, any interstate body, consortium, joint venture, commercial entity, the government of the United States or any unit or agency thereof.
14. "Regulated Substance" means an element, compound, mixture, solution or substance that, when released into the environment, may present substantial danger to the public health or welfare, or the environment, as defined in Va. Code § 62.1-44.34:8 and 9 VAC 25-580-10.
15. "Regulations" means the Underground Storage Tanks: Technical Standards and Corrective Action Requirements, 9 VAC 25-580-10 *et seq.*

16. "Release detection" means determining whether a release of a regulated substance has occurred from the UST system into the environment or into the interstitial space between the UST system and its secondary barrier or secondary containment around it.
17. "State Water Control Law" means Chapter 3.1 (§ 62.1-44.2 *et seq.*) of Title 62.1 of the Va. Code. Article 9 (Va. Code §§ 62.1-44.34:8 through 62.1-44.34:9) of the State Water Control Law addresses Storage Tanks.
18. "Underground Storage Tank" or "UST" means any one or combination of tanks (including underground pipes connected thereto) that is used to contain an accumulation of regulated substances, and the volume of which (including the volume of underground pipes connected thereto) is 10% or more beneath the surface of the ground as defined in Va. Code § 62.1-44.34:8 and 9 VAC 25-580-10.
19. "Va. Code" means the Code of Virginia (1950), as amended.
20. "VAC" means the Virginia Administrative Code.
21. "Warning Letter" or "WL" means a type of Notice of Alleged Violation under Va. Code § 62.1-44.15.

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

1. Anisa Enterprise, Inc. is the owner and/or operator of the Facility. Anisa Enterprise, Inc. stores a regulated substance in the form of gasoline, diesel, and kerosene in USTs at the Facility.
2. On May 25, 2017, Department staff inspected the Facility and conducted a file review of Facility records to evaluate the Anisa Enterprise, Inc.'s compliance with the requirements of the State Water Control Law and the Regulations. The Facility had four USTs: Tank 1C, 6000 gallon diesel; Tank 2C, 2000 gallon kerosene; Tank 3CA 12,000 gallon gasoline; and Tank 4CA, 8000 gallon gasoline. Each of the USTs are fiberglass reinforced plastic with secondary containment. DEQ staff also observed the following:
  - a. Staff observed that spill catchment basins for all four USTs were cracked /damaged, and
  - b. Release detection records in the form of a passing line tightness test (LTT) and automatic line leak detector (ALLD) records were not available.
3. 9 VAC 25-580-50 and 9 VAC 25-580-60(4) states that in order to prevent releases due to structural failure, corrosion, or spills and overfills for as long as the UST system is used to store regulated substances, all owners and operators of new UST systems must have spill prevention equipment that will prevent release of product to the environment when the transfer hose is detached from the fill pipe (for example, a spill catchment basin).
4. 9 VAC 25-580-130 requires that owners and operators must provide a method, or combination of methods, of release detection that can detect a release from any portion of the tank and the connected underground piping that routinely contains product.

5. 9VAC 25-580-140(2) states that underground piping that routinely contains regulated substances must be equipped and monitored for releases by having an automatic line leak detector and conducting testing in accordance with 9VAC25-580-170.
6. 9 VAC 25-580-170 requires that owner and operators must conduct an annual test of the automatic line leak detector and perform an annual the line tightness test.
7. On June 1, 2017, DEQ sent a Request for Corrective Action to Anisa Enterprises, Inc. requesting that it provide the required records and detail actions to be taken to return to compliance. DEQ requested a response by August 25, 2017. No response was received.
8. On September 7, 2017, DEQ sent a Tank Compliance Agreement that set forth actions necessary to address the violations cited in C(2) through C(6) above. DEQ requested that the Agreement be signed and returned by October 9, 2017. No response was received.
9. On January 19, 2018, a representative of Anisa Enterprise, Inc. submitted records which showed a line tightness test and automatic line leak detector test was conducted on December 19, 2017. Both tests showed passing results.
10. On June 4, 2018, DEQ issued Notice of Violation No. TPRO213236 to the Anisa Enterprise, Inc. for violations listed in paragraphs C(2)(a) and C(3) above.
11. On June 8, 2018, Representatives of Anisa Enterprise, Inc. and Ram Petroleum discussed the Notice of Violation with DEQ staff and asked for a list of contractors/consultants in order to address the noncompliance.
12. On July 18, 2018, a representative of Ram Petroleum submitted an approved estimate to complete the repairs to the spill catchment basins.
13. On August 16, 2018, a representative of Ram Petroleum stated that the new spill catchment basins arrived but were the wrong size and needed to be reordered.
14. On October 2, 2018 a representative of Ram Petroleum stated that they have received one of the spill catchment basins from their contractor and but they were waiting on the other three to arrive as these were custom builds.
15. October 25, 2018, a representative of Ram Petroleum submitted documentation that the spill catchment basins had been repaired and passed the hydrostatic testing.
16. Anisa Enterprise, Inc. has submitted documentation that verifies that the violations described in paragraphs C(2) and C(6), have been corrected.
17. Based on the results of inspection and the records submitted, the Board concludes that Anisa Enterprise, Inc. has violated 9 VAC 25-580-50, 60(4), 130, 140(2), and 170 as described in paragraphs C(2) through C(6), above.

## SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code §§ 62.1-44.15, the Board orders Anisa Enterprise, Inc., and Anisa Enterprise, Inc. agrees to:

1. Perform the actions described in Appendix A of this Order; and
2. Pay a civil charge of \$2,865 in settlement of the violations cited in this Order due in three installments:
  - a. March 15, 2019: Payment due \$716.25
  - b. April 15, 2019: Payment due \$716.25
  - c. May 15, 2019: Payment due \$716.25
  - d. June 15, 2019: Payment due \$716.25

Each 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

Anisa Enterprise, Inc. 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 Petroleum Storage Tank Fund (VPSTF). If the Department has to refer collection of moneys due under this Order to the Department of Law, Anisa Enterprise, Inc. shall be liable for attorneys' fees of 30% of the amount outstanding.

## SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend this Order with the consent of Anisa Enterprise, Inc. for good cause shown by Anisa Enterprise, Inc., 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 and in NOV No. TPRO213236 dated June 4, 2018. 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, Anisa Enterprise, Inc. admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.

4. Anisa Enterprise, 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. Anisa Enterprise, Inc. 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 Board to modify, rewrite, amend, or enforce this Order.
6. Failure by Anisa Enterprise, 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. Anisa Enterprise, 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 unforeseeable circumstances beyond its control and not due to a lack of good faith or diligence on its part. Anisa Enterprise, Inc. shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Anisa Enterprise, 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 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 Order.

9. This Order is binding on the parties hereto and any 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 Anisa Enterprise, Inc.. Nevertheless, Anisa Enterprise, 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 Anisa Enterprise, Inc. has completed all of the requirements of the Order;
- b. Anisa Enterprise, 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 Anisa Enterprise, Inc..

Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Anisa Enterprise, 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 Anisa Enterprise, 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 Anisa Enterprise, Inc. certifies that he or she is a responsible official [or officer] authorized to enter into the terms and conditions of this Order and to execute and legally bind Anisa Enterprise, Inc. to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Anisa Enterprise, 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, Anisa Enterprise, Inc. voluntarily agrees to the issuance of this Order.

And it is so ORDERED this 7th day of March, 2019.

  
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(FOR)  
James Golden, Regional Director  
Department of Environmental Quality

Anisa Enterprise, Inc. voluntarily agrees to the issuance of this Order.

Date: 01-02-19 By: Meenawati Chowdhury OWNER  
Anisa Enterprise, Inc. (Title)

Commonwealth of Virginia

City/County of Richmond

The foregoing document was signed and acknowledged before me this 2nd day of January, 2019, by Meenawati Chowdhury who is Owner of Anisa Enterprise, Inc. on behalf of the corporation.

Tonya M. Vaughan  
Notary Public

307891  
Registration No.

My commission expires: Dec. 31, 2021

Notary seal:

TONYA M. VAUGHAN  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. #307891  
My Commission Expires 12/31/21