



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

NORTHERN REGIONAL OFFICE

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Molly Joseph Ward
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STATE WATER CONTROL BOARD ENFORCEMENT ACTION - ORDER BY CONSENT ISSUED TO TORRISSI TRANSPORT, LLC FOR THE TORRISSI TRANSPORT OIL DISCHARGE

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code § 62.1-44.34:20, between the State Water Control Board and Torrissi Transport, LLC, for the Torrissi Transport Oil Discharge, 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. "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. "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.
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. "Discharge" means any spilling, leaking, pumping, pouring, emitting, emptying or dumping.

6. "Location" means the land, road, storm drain(s) or state water(s) where the oil discharge occurred during a tanker truck accident at Exit Ramp 9B of the Dulles Toll Road, located in Fairfax County, Virginia.
7. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 62.1-44.15.
8. "NRO" means the Northern Regional Office of DEQ, located in Woodbridge, Virginia.
9. "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. *See* Va. Code §62.1-44.34:14.
10. "Operator" means any person who owns, operates, charters, rents or otherwise exercises control over or responsibility for a facility or a vehicle or vessel.
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. "Person" means any firm, corporation, association or partnership, one or more individuals, or any governmental unit or agency thereof.
13. "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.
14. "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.
15. "Torrissi" means Torrissi Transport, LLC authorized to do business in Virginia and its affiliates, partners, and subsidiaries. Torrissi Transport, LLC, is a "person" within the meaning of Va. Code § 62.1-44.3.
16. "Va. Code" means the Code of Virginia (1950), as amended.
17. "VAC" means the Virginia Administrative Code.

SECTION C: Findings of Fact and Conclusions of Law

1. Torrissi is the owner and operator of the oil tanker truck involved in the accident at the location in Fairfax County, Virginia.

2. On December 17, 2016, NRO received notification of a discharge of oil at the location. The notification stated that a Torrissi tanker truck carrying approximately 8,800 gallons of gasoline overturned at the location and discharged gasoline. An estimated 1,989 gallons of gasoline were discharged. The discharged gasoline impacted soils and water in two ditch lines and entered a storm drain inlet that discharges into Horsepen Run.
3. Va. Code § 62.1-44.34:18 prohibits the discharge of oil into or upon state waters, lands, or storm drain systems within the Commonwealth, that violate applicable water quality standards or cause a film or sheen upon or discoloration of the surface of the water or adjoining shorelines or cause a sludge or emulsion to be deposited beneath the surface of the water or upon adjoining shorelines.
4. On December 17, 2016, DEQ assigned the incident a Pollution Complaint, PC #2017-N-1753.
5. On December 17, 2016, Torrissi immediately hired a contractor, Lewis Environmental Group (Lewis), to contain and remediate the spill.
6. On January 11, 2017, the Department issued a NOV No. W2017-01-N002 to Torrissi for the reported December 17, 2016, discharge of oil to the land and state waters.
7. On February 10, 2017, Lewis submitted an Emergency Response Report (ERR) to DEQ.
8. The ERR stated that Lewis and local responders conducted containment and clean-up of the discharge by plugging the northern inlet pipe, constructing earthen dams and by using absorbents and recovering 4,100-gallons of fuel-water mixture from the location. According to the ERR the impacted soils from the southern side and the northern side of the exit were excavated on January 13, 2017, and January 27, 2017, respectively and were subsequently backfilled with clean fill.
9. Based on the results of December 17, 2016 reporting and the ERR submitted on February 10, 2017, the State Water Control Board concludes that Torrissi 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, as described in paragraphs C(2) through C(3), above.
10. According to the submitted ERR, Torrissi and Lewis has successfully completed the containment and clean-up of the impacted area, and no additional actions are required.
11. Torrissi has submitted documentation that verifies that the violations as described in paragraphs C(2) and C(3) above, have been corrected.

SECTION D: Agreement and Order

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

1. Pay a civil charge of \$5,688.54 within 30 days of the effective date of the Order in settlement of the violations cited in this Order.
2. Reimburse DEQ \$1,391.87 for all investigative costs within 30 days of the effective date of this Order.

Payment shall be made by separate checks, certified checks, money orders or cashier's checks payable to the "Treasurer of Virginia," for the civil charge and for DEQ oil discharge investigative costs and delivered to:

Receipts Control
Department of Environmental Quality
Post Office Box 1104
Richmond, Virginia 23218

Torrissi 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 the civil charge noted in D.1 and the investigative costs noted in D.2 above and due under this Order to the Department of Law, Torrissi 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 Torrissi for good cause shown by Torrissi, 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 with respect to any additional, subsequent, or subsequently discovered violations; or (3) taking subsequent action to enforce the Order.
3. For purposes of this Order and subsequent actions with respect to this Order only, the County admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.
4. Torrissi 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. Torrissi 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 Torrissi 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. Torrissi 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. Torrissi shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Torrissi 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 Torrissi. Nevertheless, Torrissi 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 Torrissi has completed all of the requirements of the Order;
- b. Torrissi 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 Torrissi.

Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Torrissi 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 Torrissi 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 Torrissi 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 Torrissi to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Torrissi.

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, Torrissi voluntarily agrees to the issuance of this Order.

And it is so ORDERED this 5th day of May, 2017.



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

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Torrissi Transport, LLC, voluntarily agrees to the issuance of this Order.

Date: 3-7-17 By: [Signature], Vice President
(Person) (Title)
Torrissi Transport, LLC

State of New Jersey
City/County of Vineland / Cumberland

The foregoing document was signed and acknowledged before me this 7th day of

March, 2017, by Michael Penza who is Vice President
of the Torrissi Transport, LLC, on behalf of the Company.

[Signature]
Notary Public

41583449E
Registration No.

My commission expires: 04/07/2020

Notary seal:

