

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM

TO BE FILLED OUT BY ORIGINATING OFFICE:

(Attach a copy of the final order and transmittal letter to Defendant/Respondent)

This form was originated by: JIM HEENEHAN 3/30/11
Name of Contact person Date

in the EPA-3 ORC at 215-814-2640
Office Phone number

Non-SF Jud. Order/Consent Decree. DOJ COLLECTS
 Administrative Order/Consent Agreement FMD COLLECTS PAYMENT
 SF Jud. Order/Consent Decree. FMD COLLECTS
 This is an original debt This is a modification

Name of Person and/or Company/Municipality making the payment
THREE CANESH INCORPORATED

The Total Dollar Amount of Receivable \$9,000 IN 13 PAYMENTS (SEE ATTACHED)
(If in installments, attach schedule of amounts and respective due dates)

The Case Docket Number RCRA-03-2009-0206

The Site-Specific Superfund Acct. Number N/A

The Designated Regional/HQ Program Office LAND AND CHEMICALS DIVISION
OFFICE OF LAND ENFORCEMENT

TO BE FILLED OUT BY LOCAL FINANCIAL MANAGEMENT OFFICE:

The IFMS Accounts Receivable Control Number _____
If you have any questions call: _____
Name of Contact Date
in the Financial Management Office, phone number: _____

JUDICIAL ORDERS: Copies of this form with an attached copy of the front page of the final judicial order should be mailed to:

- 1. Rosemarie Pacheco
Environmental Enforcement Section
Lands Division, Room 130044
1425 New York Avenue, N.W.
Washington, D.C. 20005
- 2. Originating Office (ORC)
- 3. Designated Program Office

ADMINISTRATIVE ORDERS: Copies of this form with an attached copy of the front page of the administrative order should be sent to:

- 1. Originating Office
- 2. Designated Program Office
- 3. Regional Hearing Clerk
- 3. Regional Counsel

forth below. Such civil penalty amount is due and payable immediately upon Respondent's receipt of a true and correct copy of this CAFO fully executed by Respondent and Complainant, subject to Paragraph 13 below.

12. Complainant finds the aforesaid settlement amount is reasonable based on consideration of a number of factors, including, but not limited to, the statutory factors set forth in RCRA Section 9006(c) - (e), 42 U.S.C. § 6991e(c) - (e), and in accordance with EPA's Penalty Guidance for Violations of UST Regulations ("UST Guidance") dated November 4, 1990. EPA has also considered the *Adjustment of Civil Monetary Penalties for Inflation*, as set forth in 40 C.F.R. Part 19, and the September 21, 2004 memorandum by Acting EPA Assistant Administrator Thomas V. Skinner entitled, *Modifications to EPA Penalty Policies to Implement the Civil Monetary Penalty Inflation Adjustment Rule* ("2004 Skinner Memorandum"). 40 C.F.R. Part 19 and the 2004 Skinner Memorandum specify that, for violations occurring after January 30, 1997, statutory penalties and penalties under the UST Guidance for RCRA Subtitle I violations, were increased 10% above the maximum amount to account for inflation, and, while the statutory maximum penalties for RCRA Subtitle I violations occurring after March 15, 2004, remained at \$11,000, penalties for violations after this date as calculated under the UST Guidance for RCRA Subtitle I violations were increased by an additional 17.23% above the amount set forth in the Guidance to account for inflation, not to exceed the aforementioned \$11,000 limitation.

The civil penalty of nine thousand dollars (\$9,000.00) set forth in Paragraph 12, above, may be paid in thirteen (13) installments with interest at the rate of one percent (1%) per annum on the outstanding principal balance in accordance with the following schedule:

PAYMENT 13.

SCHEDULE



- a. 1st Payment: The first payment in the amount of five thousand dollars (\$5,000.00), consisting of a principal payment of \$5,000.00 and an interest payment of \$0.00, shall be paid within thirty (30) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
- b. 2nd Payment: The second payment in the amount of three hundred and thirty-five dollars and fourteen cents (\$335.14), consisting of a principal payment of \$331.81 and an interest payment of \$3.33, shall be paid within sixty (60) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
- c. 3rd Payment: The third payment in the amount of three hundred and thirty-five dollars and fourteen cents (\$335.14), consisting of a principal payment of \$332.08 and an interest payment of \$3.06, shall be paid within ninety (90) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
- d. 4th Payment: The fourth payment in the amount of three hundred and thirty-five dollars and fourteen cents (\$335.14), consisting of a principal payment of \$332.36 and an interest payment of \$2.78, shall be paid within one hundred and twenty (120) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
- e. 5th Payment: The fifth payment in the amount of three hundred and thirty-five dollars and fourteen cents (\$335.14), consisting of a principal payment of \$332.64 and an interest payment of \$2.50 shall be paid

within one hundred and fifty (150) days of the date on which this CAFO is mailed or hand-delivered to Respondent;

f. 6th Payment: The sixth payment in the amount of three hundred and thirty-five dollars and fourteen cents (\$335.14), consisting of a principal payment of \$332.92 and an interest payment of \$2.22, shall be paid within one hundred and eighty (180) days of the date on which this CAFO is mailed or hand-delivered to Respondent;

g. 7th Payment: The seventh payment in the amount of three hundred and thirty-five dollars and fourteen cents (\$335.14), consisting of a principal payment of \$333.19 and an interest payment of \$1.95, shall be paid within two hundred and ten (210) days of the date on which this CAFO is mailed or hand-delivered to Respondent;

h. 8th Payment: The eighth payment in the amount of three hundred and thirty-five dollars and fourteen cents (\$335.14), consisting of a principal payment of \$333.47 and an interest payment of \$1.67, shall be paid within two hundred and forty (240) days of the date on which this CAFO is mailed or hand-delivered to Respondent;

i. 9th Payment: The ninth payment in the amount of three hundred and thirty-five dollars and fourteen cents (\$335.14), consisting of a principal payment of \$333.75 and an interest payment of \$1.39, shall be paid within two hundred and seventy (270) days of the date on which this CAFO is mailed or hand-delivered to Respondent;

- j. 10th Payment: The tenth payment in the amount of three hundred and thirty-five dollars and fourteen cents (\$335.14), consisting of a principal payment of \$334.03 and an interest payment of \$1.11, shall be paid within three hundred (300) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
- k. 11th Payment: The eleventh payment in the amount of three hundred and thirty-five dollars and fourteen cents (\$335.14), consisting of a principal payment of \$334.31 and an interest payment of \$0.83, shall be paid within three hundred and thirty (330) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
- l. 12th Payment: The twelfth payment in the amount of three hundred and thirty-five dollars and fourteen cents (\$335.14), consisting of a principal payment of \$334.58 and an interest payment of \$0.56, shall be paid within three hundred and sixty (360) days of the date on which this CAFO is mailed or hand-delivered to Respondent.
- m. 13th Payment: The twelfth payment in the amount of three hundred and thirty-five dollars and fourteen cents (\$335.14), consisting of a principal payment of \$334.86 and an interest payment of \$0.28, shall be paid within three hundred and ninety (390) days of the date on which this CAFO is mailed or hand-delivered to Respondent.

Pursuant to the above schedule, Respondent will remit total principal payments for the civil penalty in the amount of nine thousand dollars (\$9,000.00) and total interest payments in the amount of twenty-one dollars and sixty-eight cents (\$21.68).

**BEFORE THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103**

In the Matter of:

**Eagle Petroleum - Plantation Road, LLC
711 Pocahontas Avenue
Roanoke, VA 24012**

**VRH, LLC
711 Pocahontas Avenue
Roanoke, VA 24012**

**Shree Ganesh, Incorporated
4101 Plantation Road
Roanoke, VA 24012**

RESPONDENT,

**Turbo Food Mart
4101 Plantation Road
Roanoke, VA 24012**

FACILITY.

**U.S. EPA Docket Number
RCRA-03-2009-0206**

**Proceeding Under Section 9006 of the
Resource Conservation and Recovery
Act, as amended, 42 U.S.C. Section
6991e**

CONSENT AGREEMENT

I. Preliminary Statement

1. On May 11, 2010, the Director of the Land and Chemicals Division, U.S. Environmental Protection Agency, Region III ("EPA" or "Complainant"), issued a First Amended Administrative Complaint and Notice of Right to Request Hearing ("First Amended Complaint") against Respondents Shree Ganesh, Incorporated, VRH, LLC, and Eagle Petroleum-Plantation Road, LLC, pursuant to Section 9006 of the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C. § 6991e, and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the

Revocation/Termination or Suspension of Permits (“Consolidated Rules”), 40 C.F.R. Part 22, for violations of RCRA Subtitle I, 42 U.S.C. §§ 6991-6991m, and the regulations of the authorized Commonwealth of Virginia governing the management of underground storage tanks, 9 VAC § 25-580-10 *et seq.*, (“VA UST Regulations”) in connection with the underground storage tanks at Respondents’ facility located at 4101 Plantation Road, Roanoke, Virginia, 24012 (the “Facility”), as alleged in the First Amended Complaint.

2. This Consent Agreement (“CA”) is entered into by Complainant and Respondent Shree Ganesh, Incorporated, in settlement of all claims for civil penalties under Section 9006 of RCRA, 42 U.S.C. § 6991e, which Complainant may have against Respondent Shree Ganesh, Incorporated, as alleged in the First Amended Complaint.
3. Shree Ganesh, Incorporated, is one of three respondents in this matter. The other two respondents, VRH, LLC, and Eagle Petroleum-Plantation Road, LLC, are not parties to this Consent Agreement and this Consent Agreement does not pertain to, or in any way resolve, the potential liability of Respondents VRH, LLC, and Eagle Petroleum-Plantation Road, LLC, for the violations alleged in the underlying First Amended Complaint in this matter. For the purposes of this Consent Agreement, the term “Respondent” shall be used hereafter only to refer to Shree Ganesh, Incorporated, unless a specific reference is made to Respondent VRH, LLC, or to Respondent Eagle Petroleum-Plantation Road, LLC.
4. For the purposes of this proceeding only, Respondent admits the jurisdictional allegations set forth in the First Amended Complaint.

5. Except as provided in Paragraph 4, above, Respondent neither admits nor denies the specific factual allegations and legal conclusions set forth in the First Amended Complaint.
6. For the purposes of this proceeding only, Respondent hereby waives any right to contest any issue of law or fact set forth in the First Amended Complaint and any right to appeal the accompanying Final Order.
7. Respondent agrees not to contest the Environmental Protection Agency's jurisdiction with respect to the execution of this Consent Agreement, the issuance of the attached Final Order, or the enforcement of this CAFO.
8. Respondent consents to the issuance of this CAFO and agrees to comply with its terms and conditions.
9. Each party to this CAFO shall bear its own costs and attorney's fees in connection with this proceeding.

II. Findings of Fact and Conclusions of Law

10. EPA's Findings of Fact and Conclusions of Law set forth in the First Amended Complaint are hereby incorporated into this Consent Agreement as if set forth fully at length herein, subject to Paragraphs 4 and 5 above.

III. Civil Penalty

11. In settlement of the above-captioned action, Respondent agrees to pay a civil penalty in the amount of Nine Thousand Dollars (\$9,000.00) in full satisfaction of all claims for civil penalties for the violations of Subtitle I of RCRA, 42 U.S.C. §§ 6991, *et seq.*, and the authorized VA UST Regulations as alleged in the First Amended Complaint filed by EPA on May 11, 2010, which Respondent agrees to pay in accordance with the terms set

forth below. Such civil penalty amount is due and payable immediately upon Respondent's receipt of a true and correct copy of this CAFO fully executed by Respondent and Complainant, subject to Paragraph 13 below.

12. Complainant finds the aforesaid settlement amount is reasonable based on consideration of a number of factors, including, but not limited to, the statutory factors set forth in RCRA Section 9006(c) - (e), 42 U.S.C. § 6991e(c) - (e), and in accordance with EPA's Penalty Guidance for Violations of UST Regulations ("UST Guidance") dated November 4, 1990. EPA has also considered the *Adjustment of Civil Monetary Penalties for Inflation*, as set forth in 40 C.F.R. Part 19, and the September 21, 2004 memorandum by Acting EPA Assistant Administrator Thomas V. Skinner entitled, *Modifications to EPA Penalty Policies to Implement the Civil Monetary Penalty Inflation Adjustment Rule* ("2004 Skinner Memorandum"). 40 C.F.R. Part 19 and the 2004 Skinner Memorandum specify that, for violations occurring after January 30, 1997, statutory penalties and penalties under the UST Guidance for RCRA Subtitle I violations, were increased 10% above the maximum amount to account for inflation, and, while the statutory maximum penalties for RCRA Subtitle I violations occurring after March 15, 2004, remained at \$11,000, penalties for violations after this date as calculated under the UST Guidance for RCRA Subtitle I violations were increased by an additional 17.23% above the amount set forth in the Guidance to account for inflation, not to exceed the aforementioned \$11,000 limitation.
13. The civil penalty of nine thousand dollars (\$9,000.00) set forth in Paragraph 11, above, may be paid in thirteen (13) installments with interest at the rate of one percent (1%) per annum on the outstanding principal balance in accordance with the following schedule:

- a. 1st Payment: The first payment in the amount of five thousand dollars (\$5,000.00), consisting of a principal payment of \$5,000.00 and an interest payment of \$0.00, shall be paid within thirty (30) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
- b. 2nd Payment: The second payment in the amount of three hundred and thirty-five dollars and fourteen cents (\$335.14), consisting of a principal payment of \$331.81 and an interest payment of \$3.33, shall be paid within sixty (60) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
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within one hundred and fifty (150) days of the date on which this CAFO is mailed or hand-delivered to Respondent;

f. 6th Payment: The sixth payment in the amount of three hundred and thirty-five dollars and fourteen cents (\$335.14), consisting of a principal payment of \$332.92 and an interest payment of \$2.22, shall be paid within one hundred and eighty (180) days of the date on which this CAFO is mailed or hand-delivered to Respondent;

g. 7th Payment: The seventh payment in the amount of three hundred and thirty-five dollars and fourteen cents (\$335.14), consisting of a principal payment of \$333.19 and an interest payment of \$1.95, shall be paid within two hundred and ten (210) days of the date on which this CAFO is mailed or hand-delivered to Respondent;

h. 8th Payment: The eighth payment in the amount of three hundred and thirty-five dollars and fourteen cents (\$335.14), consisting of a principal payment of \$333.47 and an interest payment of \$1.67, shall be paid within two hundred and forty (240) days of the date on which this CAFO is mailed or hand-delivered to Respondent;

i. 9th Payment: The ninth payment in the amount of three hundred and thirty-five dollars and fourteen cents (\$335.14), consisting of a principal payment of \$333.75 and an interest payment of \$1.39, shall be paid within two hundred and seventy (270) days of the date on which this CAFO is mailed or hand-delivered to Respondent;

- j. 10th Payment: The tenth payment in the amount of three hundred and thirty-five dollars and fourteen cents (\$335.14), consisting of a principal payment of \$334.03 and an interest payment of \$1.11, shall be paid within three hundred (300) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
- k. 11th Payment: The eleventh payment in the amount of three hundred and thirty-five dollars and fourteen cents (\$335.14), consisting of a principal payment of \$334.31 and an interest payment of \$0.83, shall be paid within three hundred and thirty (330) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
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Pursuant to the above schedule, Respondent will remit total principal payments for the civil penalty in the amount of nine thousand dollars (\$9,000.00) and total interest payments in the amount of twenty-one dollars and sixty-eight cents (\$21.68).

14. If Respondent fails to make one of the installment payments in accordance with the schedule set forth in Paragraph 13, above, the entire unpaid balance of the penalty and all accrued interest shall become due immediately upon such failure, and Respondent shall *immediately* pay the entire remaining principal balance of the civil penalty along with any interest that has accrued up to the time of such payment. In addition, Respondent shall be liable for and shall pay administrative handling charges and late payment penalty charges as described in Paragraphs 19, 20 and 21, below, in the event of any such failure or default.
15. Notwithstanding Respondent's agreement to pay the assessed civil penalty in accordance with the installment schedule set forth in Paragraph 13, above, Respondent may pay the entire civil penalty of nine thousand dollars (\$9,000.00) within thirty (30) calendar days after the date on which a copy of this Consent Agreement and Final Order is mailed or hand-delivered to Respondent and, thereby, avoid the payment of interest pursuant to 40 C.F.R. § 13.11(a) as described in Paragraph 19, below. In addition, Respondent may, at any time after commencement of payments under the installment schedule, elect to pay the entire principal balance, together with accrued interest to the date of such full payment.
16. Respondent shall remit each installment payment for the civil penalty and interest, pursuant to Paragraph 13, above, and/or the full penalty, pursuant to Paragraphs 14 or 15, above, plus any interest, administrative fees and late payment penalties, in accordance with Paragraphs 19, 20, and 21, below, by either cashier's check, certified check, or electronic wire transfer, in the following manner:

- a. All payments by the Respondent shall include Respondent's full name and address and the EPA Docket Number of this Consent Agreement (RCRA-03-2009-0206).
- b. All checks shall be made payable to "**United States Treasury**";
- c. All payments made by check and sent by regular mail shall be addressed to:
- U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
PO Box 979077
St. Louis, MO 63197-9000
- Contact: Bryson Lehman, 513-487-2105
- d. All payments made by check and sent by overnight delivery service shall be addressed for delivery to:
- U.S. Bank
Government Lockbox 979077
U.S. EPA Fines & Penalties
1005 Convention Plaza
Mail Station SL-MO-C2-GL
St. Louis, MO 63101
- Contact: 314-418-1028
- e. All payments by electronic wire transfer shall be directed to:
- Federal Reserve Bank of New York
ABA No. 021030004
Account No. 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York NY 10045
- Field Tag 4200 of the Fedwire message should read
"D 68010727 Environmental Protection Agency"
- f. All electronic payments made through the automatic clearinghouse ("ACH"), also known as Remittance Express ("REX"), shall be directed to:

U.S. Treasury REX/Cashlink ACH Receiver
ABA No. 051036706
Account 310006, Environmental Protection Agency
CTX Format Transaction Code 22 – checking

Physical Location of U.S. Treasury facility:

5700 Rivertech Court
Riverdale, MD 20737

Contact: Joan Schmid, 301-887-6548 or REX, 1-866-234-5681

g. On-line Payment Option:

WWW.PAY.GOV/PAYGOV

Enter "sfo 1.1" in the search field. Open and complete the form.

h. Additional payment guidance is available at:

http://www.epa.gov/ocfo/finservices/make_a_payment.htm

17. At the time of payment, Respondent shall send notices of such payment, including a copy of the check, EFT authorization or ACH authorization, as appropriate to each of the following:

Lydia Guy
Regional Hearing Clerk
U.S. Environmental Protection Agency
Region III (Mail Code 3RC00)
1650 Arch Street
Philadelphia, PA 19103-2029

and

James Heenehan
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency
Region III (Mail Code 3RC30)
1650 Arch Street
Philadelphia, PA 19103-2029

18. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim, as more fully described below. Accordingly, Respondent's failure to make timely payment as specified in this Consent Agreement and Final Order shall result in the assessment of late payment charges including interest, penalties, and/or administrative costs of handling delinquent debts.
19. Interest on the civil penalty assessed in this CAFO will begin to accrue on the date that a copy of this CAFO is mailed or hand-delivered to Respondent. However, EPA will not seek to recover interest on any amount of the civil penalty that is paid within thirty (30) calendar days after the date on which such interest begins to accrue. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 13.11(a).
20. The costs of the Agency's administrative handling of overdue debts will be charged and assessed monthly throughout the period the debt is overdue. 40 C.F.R. § 13.11(b). Pursuant to Appendix 2 of EPA's *Resources Management Directives - Cash Management*, Chapter 9, EPA will assess a \$15.00 administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the payment is due and an additional \$15.00 for each subsequent thirty (30) days the penalty remains unpaid.
21. A late payment penalty charge of six percent per year will be assessed monthly on any portion of the civil penalty which remains delinquent more than ninety (90) calendar

days. 40 C.F.R. § 13.11(c). Should assessment of the penalty charge on the debt be required, it shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).

22. Respondent agrees not to deduct for federal tax purposes the civil monetary penalty specified in this CAFO.

IV. Certification of Compliance

23. As to the relevant provisions of RCRA and the VA UST Regulations violated as set forth in the Findings of Fact and Conclusions of Law, above, Respondent certifies to EPA that, upon investigation, to the best of Respondent's knowledge and belief, Respondent is currently in compliance with all such relevant provisions and regulations.

V. Reservation of Rights

24. This CAFO resolves only EPA's claims for civil penalties for the specific violations alleged against Respondent in the First Amended Complaint. EPA reserves the right to commence action against any person, including Respondent, in response to any condition which EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. In addition, this settlement is subject to all limitations on the scope of resolution and to the reservation of rights set forth in Section 22.18(c) of the Consolidated Rules of Practice. Further, EPA reserves any rights and remedies available to it under RCRA, the regulations promulgated thereunder, and any other federal laws or regulations for which EPA has jurisdiction, to enforce the provisions of this CAFO, following its filing with the Regional Hearing Clerk.

VI. Parties Bound

25. This CAFO shall apply to and be binding upon the EPA, Respondent and Respondent's officers, directors, employees, successors, agents and assigns.

VII. Full and Final Satisfaction

26. This CAFO constitutes a full, complete and final settlement of EPA's claims for civil penalties pursuant to Section 9006(d) of RCRA, 42 U.S.C. § 6991e(d), for the specific violations alleged in the First Amended Complaint. Compliance with this CAFO shall not be a defense to any action commenced at any time for any other violations of the federal laws and regulations administered by EPA.
27. The settlement embodied in this Consent Agreement is based in part upon an analysis of Respondent's ability to pay a civil penalty. This analysis is based upon information submitted to Complainant by Respondent, as listed on Attachment A to this Consent Agreement. Respondent and its undersigned representative, by such representative's signature to this Consent Agreement, certify that the information submitted to EPA regarding Respondent's ability to pay is accurate and not misleading.
28. Respondent is aware that the submission of false or misleading information to the United States government may subject it to separate civil and/or criminal liability. Complainant reserves the right to seek and obtain appropriate relief if Complainant obtains evidence that the information provided and/or representations made by Respondent to Complainant regarding the matters at issue in the Findings of Fact and Conclusions of Law are false or, in any material respect, inaccurate.

VIII. Other Applicable Laws

29. Nothing in this CAFO shall relieve Respondent of any duties otherwise imposed on it by applicable federal, state or local law and/or regulations.

IX. Authority to Bind the Parties

30. The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Agreement and to bind such Respondent hereto.

X. Effective Date

31. This CAFO shall become effective upon filing with the Regional Hearing Clerk.

For Respondent:

Shree Ganesh, Incorporated

Date: 3/9/2011

By:



President, Shree Ganesh, Incorporated
SHREE GANESH PATIL

For Complainant:

United States Environmental Protection Agency,
Region III

Date: 3/18/11

By:

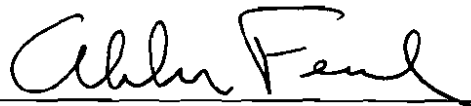


James Heenehan
Assistant Regional Counsel

After reviewing the foregoing Consent Agreement and other pertinent information, the Director of the Land and Chemicals Division, EPA Region III, recommends that the Regional Administrator or his designee, the Regional Judicial Officer, sign the Final Order attached hereto.

3/27/11
Date

By:



Abraham Ferdas, Director
Land and Chemicals Division

Attachment A

Documents Submitted by Respondent to Support Respondent's Ability-to-Pay Penalty Mitigation Position

1. 2007 Shree Ganesh, Incorporated federal tax return;
2. 2008 Shree Ganesh, Incorporated federal tax return;
3. 2009 Shree Ganesh, Incorporated federal tax return;
4. Shree Ganesh Incorporated Financial Statement signed by Saurin Patel, president, and enclosed with a September 20, 2010 letter from Respondent's attorney, Peyton R. Biddle, III, to EPA attorney James Heenehan; and
5. Shree Ganesh, Incorporated monthly bank statements from October, 2009 to September 2010, inclusive.

**BEFORE THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
 REGION III
 1650 Arch Street
 Philadelphia, Pennsylvania 19103**

In the Matter of:)

Eagle Petroleum - Plantation Road, LLC)
711 Pocahontas Avenue)
Roanoke, VA 24012)

U.S. EPA Docket Number
RCRA-03-2009-0206

VRH, LLC)
711 Pocahontas Avenue)
Roanoke, VA 24012)

Proceeding Under Section 9006 of the
Resource Conservation and Recovery
Act, as amended, 42 U.S.C. Section
6991e

Shree Ganesh, Incorporated)
4101 Plantation Road)
Roanoke, VA 24012)

FINAL ORDER

RESPONDENT,)

Turbo Food Mart)
4101 Plantation Road)
Roanoke, VA 24012)

FACILITY.)

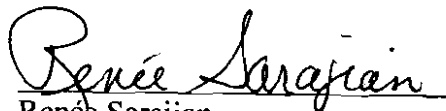
Complainant, the Director of the Land and Chemicals Division, U.S. Environmental Protection Agency - Region III, and Respondent, Shree Ganesh, Incorporated, have executed a document entitled "Consent Agreement" which I hereby ratify as a Consent Agreement in accordance with the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits* ("Consolidated Rules of Practice"), 40 C.F.R. Part 22. The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated herein as if set forth at length.

NOW THEREFORE, pursuant to Section 9006(a) of the Resource Conservation and

Recovery Act ("RCRA"), 42 U.S.C. § 6991e(a), and the Consolidated Rules of Practice, and having determined, based on the representations in the Consent Agreement, that the civil penalty agreed to in the Consent Agreement is based upon the factors set forth in Section 9006(c) - (e) of RCRA, 42 U.S.C. § 6991e(c) - (e), IT IS HEREBY ORDERED that Respondent Shree Ganesh, Incorporated, pay a civil penalty of Nine Thousand Dollars (\$9,000.00) and comply with all of the terms and conditions of the Consent Agreement.

The effective date of the Consent Agreement and this Final Order is the date on which the Final Order is filed with the Regional Hearing Clerk.

Date: 3/30/11


Renée Sarajian
Regional Judicial Officer
U.S. EPA, Region III

**BEFORE THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION III**

In the Matter of:)

Eagle Petroleum - Plantation Road, LLC)
711 Pocahontas Avenue)
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Shree Ganesh, Incorporated)
4101 Plantation Road)
Roanoke, VA 24012)

RESPONDENTS,)

Turbo Food Mart)
4101 Plantation Road)
Roanoke, VA 24012)

FACILITY.)

CERTIFICATE OF SERVICE

I certify that on the date noted below, I hand-delivered to the Regional Hearing Clerk (3RC00), U.S. EPA Region III, 1650 Arch St., Philadelphia, PA, 19103, the original and one true and correct copy of the Consent Agreement and Final Order between Complainant and Respondent Shree Ganesh, Incorporated, for the above-referenced matter, and that I sent or delivered a true and correct copy of same to the below parties as indicated below:

For Respondent Shree Ganesh, Incorporated:

UPS Overnight Mail:

Peyton R. Biddle III, Esq.
Osterhoudt, Prillaman, Natt, Helscher, Yost,
Maxwell & Ferguson, PLC
3140 Chaparral Drive, Suite 200-C
Roanoke, VA 24018 - 4355

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For Respondents Eagle Petroleum - Plantation Road, LLC, and VRH, LLC:

UPS Overnight Mail:

Charles Williams, Esq.
Gentry Locke Rakes & Moore LLP
SunTrust Plaza, 10 Franklin Road, S.E.,
Suite 800
Roanoke, Virginia 24022-0013


For the Presiding Officer:

Hand delivered:

Renee Sarajian
Regional Judicial Officer (3RC00)
EPA Region III
1650 Arch Street
Philadelphia, PA 19003

Dated:

3/30/11


James Heenehan
Sr. Assistant Regional Counsel (3RC30)
U.S. EPA - Region III
1650 Arch Street
Philadelphia, PA 19103-2029