

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

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**In the Matter of:** : **U.S. EPA Docket No. TSCA-03-2016-0014**  
:  
**Mayor and City Council of Baltimore** :  
**417 E. Fayette Street** :  
**Baltimore, Maryland 21202** :  
:  
**Respondent.** : **Proceeding under Sections 15 and 16**  
:  
**2101 E. Biddle Street** : **of the Toxic Substances Control Act,**  
**Baltimore, Maryland 21213-3314,** : **15 U.S.C. §§ 2614 and 2615**  
:  
**Facility.** :

**CONSENT AGREEMENT**

**I. PRELIMINARY STATEMENT**

1. This Consent Agreement is entered into by: the Director of the Land and Chemicals Division, U. S. Environmental Protection Agency, Region III (“Complainant”); and, the Mayor and City Council of Baltimore (“Respondent”) pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency (“EPA,” or the “Agency”) by Sections 15 and 16 of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. §§ 2614 and 2615, and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits 40 C.F.R. Part 22 (“Consolidated Rules of Practice”), with specific reference to 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3). This Consent Agreement and the accompanying Final Order (collectively referred to hereinafter as the “CAFO”) resolve violations of TSCA and of the regulations implementing TSCA Section 6(e), 15 U.S.C. § 2605(e), as set forth in 40 C.F.R. Part 761, entitled “Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions” (hereinafter, the “PCB Regulations”).
  
2. The violations cited herein pertain to the Respondent’s alleged failure to comply with PCB Regulations promulgated pursuant to TSCA Section 6(e), 15 U.S.C. § 2605(e), governing the prohibition of, and the requirements for, the manufacture, processing, distribution in commerce, use and disposal of polychlorinated biphenyls (“PCBs”) and PCB Items at a facility known as the former A. Hoen & Company Lithography Plant Building, located at 2101 E. Biddle Street, Baltimore, Maryland 21213-3314. The regulations cited herein are the PCB Regulations, as revised on July 1, 2013.

## **II. GENERAL PROVISIONS**

3. For purposes of this proceeding, Respondent admits the jurisdictional allegations set forth in this CAFO.
4. Respondent neither admits nor denies the factual allegations and legal conclusions set forth in Section III (“EPA’s Alleged Findings of Fact and Conclusions of Law”) of this CAFO.
5. Respondent agrees not to contest the jurisdiction of EPA with respect to the execution of this Consent Agreement, the issuance of the attached Final Order, or the enforcement of this CAFO.
6. For purposes of this proceeding only, Respondent hereby expressly waives any right to contest any issue of law or fact set forth in this Consent Agreement and any right to appeal the accompanying Final Order.
7. Respondent consents to the issuance of this CAFO and agrees to comply with its terms and conditions.
8. Each Party shall bear its own costs and attorney’s fees.

## **III. EPA’S ALLEGED FINDINGS OF FACT AND CONCLUSIONS OF LAW**

9. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant alleges and adopts the findings of fact and conclusions of law set forth immediately below.
10. TSCA Section 15(1)(C), 15 U.S.C. § 2614(1)(C), provides that it shall be unlawful for any person to fail or refuse to comply with any rule promulgated or order issued under TSCA Sections 5 or 6, 15 U.S.C. §§ 2604 or 2605.
11. TSCA Section 15(1)(B), 15 U.S.C. § 2614(1)(B), provides that it shall be unlawful for any person to fail or refuse to comply with any requirement prescribed by TSCA Sections 5 or 6, 15 U.S.C. §§ 2604 or 2605.
12. Respondent is a municipal corporation and political subdivision of the State of Maryland.
13. Respondent is a “person” as defined in 40 C.F.R. § 761.3.
14. Respondent is, and at all times relevant to this Consent Agreement was, the owner of a vacant commercial building known as the former A. Hoen & Company Lithography Plant

Building, located at 2101 E. Biddle Street, Baltimore, Maryland 21213-3314 (hereinafter, the "Facility"). The Facility was operated as a lithography manufacturing plant from 1835 until 1981, at which time the plant closed. The Facility has since remained vacant and it was acquired by the City in January, 2002 for the purpose of blight elimination and community revitalization.

15. In or about the month of April, 2011, the City learned that intruders had broken into the Facility and committed several acts of vandalism that included significant damage to an electrical transformer located in the electrical room of the Facility that contained approximately 200 to 300 gallons of PCB dielectric fluid. As an apparent result of such vandalism, a significant quantity of PCB dielectric fluid was released from the transformer. The vandalized transformer contained PCBs at a concentration greater than 470,000 parts per million ("ppm") and was therefore a "PCB Transformer" and a "PCB Article" within the meaning and definition of 40 C.F.R. § 761.3; PCBs had contaminated various building components including the electrical room, concrete transformer pad (on which the PCB Transformer sat) and five (5) electrical switch metal cabinets in the vicinity of the electrical room; and that the PCB Transformer itself was severely damaged.
16. In or about the month of April, 2011, Respondent contracted with Page Technologies, Inc. ("Page") to remediate and properly clean up those portions of the Facility that became contaminated with PCBs and to transport and dispose of the released liquid PCB waste, the damaged PCB Transformer, the five (5) PCB-contaminated electrical switch cabinets, the PCB-contaminated concrete transformer pad, and the building materials, equipment and other debris that were contaminated with PCBs released from the PCB Transformer.
17. On the basis of information collected from the Respondent and from other persons during the course of an investigation, Complainant has determined that the Respondent has violated TSCA Sections 6(e) and 15, 15 U.S.C. §§ 2605(e) and 2614, and applicable PCB Regulations, during the course of PCB remediation and cleanup activities performed and conducted on its behalf at the Facility.

**COUNT I**

*(Offering Liquid and Non-Liquid PCB Remediation Waste  
to a Transporter Not Having Required EPA Identification Number)*

18. 40 C.F.R. § 761.202(b)(1) provides that "[a] generator of PCB waste shall not ... (ii) [o]ffer . . . PCB waste to transporters, disposers, or commercial storers of PCB waste who have not received an EPA identification number."

19. Pursuant to 40 C.F.R. § 761.3, the term “generator of PCB waste” is defined to include “any person ... who has physical control over the PCBs when a decision is made that the use of the PCBs has been terminated and therefore is subject to the disposal requirements of subpart D of [40 C.F.R. Part 761].”
20. During PCB cleanup activities conducted at the Facility in April and May of 2011, Respondent, by and through Page: placed liquid PCB waste, in the form of PCB dielectric fluid from the damaged PCB Transformer and liquid solvents used during activities designed to remove PCBs from such PCB transformer, into two (2) 55-gallon drums; and, placed non-liquid PCB waste, in the form of non-liquid debris contaminated by the dielectric fluid from the damaged PCB Transformer into an additional six (6) 55-gallon drums at the Facility.
21. Respondent owned and had physical control over the PCBs identified in the preceding paragraph that leaked and spilled from the vandalized and damaged PCB Transformer and that contaminated non-liquid debris at the Facility when the useful life of those PCBs terminated and required “disposal,” within the meaning and definition of 40 C.F.R. § 761.3, and the Respondent, therefore, was the generator of the resulting liquid and non-liquid “PCB remediation waste,” as that term is defined at 40 C.F.R. § 761.3.
22. On or about May 12, 2011, Respondent, by and through Page, offered the eight (8) 55-gallon drums of PCB liquid and non-liquid PCB remediation waste, as identified and described above, to Biomedical Waste Services, Inc. (“BWS”), a solid waste transporter, for transport from the Facility to a waste management site operated by Cycle Chem, Inc. in Lewisberry, Pennsylvania.
23. On or about May 12, 2011, and at the time that the above-identified eight (8) 55-gallon drums of liquid and non-liquid PCB remediation waste were offered for off-site transport from the Facility, such PCB remediation waste was “PCB waste,” as that term is defined in 40 C.F.R. § 761.3, that was subject to the disposal requirements of 40 C.F.R. Part 761, Subpart D.
24. On or about May 12, 2011, at the time that BWS was offered the above-identified eight (8) 55-gallon drums of liquid and non-liquid PCB remediation waste for transport, BWS did not have the EPA identification number issued in accordance with 40 C.F.R. § 761.205(a) and required for a commercial transporter to engage in PCB waste handling activities.
25. Respondent violated TSCA Section 15, 42 U.S.C. § 2614, and the requirements of 40 C.F.R. § 761.202(b)(1)(ii) on or about May 12, 2011 by the offering of PCB waste, in the form of eight (8) 55-gallon drums of liquid PCB and non-liquid PCB remediation waste,

to a commercial transporter who did not have an EPA identification number issued to it by the Agency in accordance with 40 C.F.R. § 761.205(a).

**COUNT II**

*(Offering Waste PCB Transformer to Transporter Not  
Having Required EPA Identification Number)*

26. The allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
27. During PCB cleanup activities conducted at the Facility in April of 2011, Respondent, by and through Page, drained and removed the remaining PCB dielectric fluid from the damaged PCB Transformer at the Facility and attempted to decontaminate that PCB Transformer by wiping and rinsing it with cleaning agents or solvents.
28. The damaged PCB Transformer identified and described in the preceding paragraph was, at all times herein relevant, a "PCB Article" and a "PCB Item" within the definition and meaning of 40 C.F.R. § 761.3.
29. Respondent has never provided EPA with information sufficient to demonstrate that the attempted decontamination measures employed at the Facility on the damaged PCB Transformer complied with either of the applicable decontamination standards set forth in 40 C.F.R. § 761.79(b)(3) and in 40 C.F.R. § 761.79 (c)(4), such that the attempt to decontaminate the damaged PCB Transformer prior to its off-site shipment from the Facility did not affect its' classification as a "PCB Transformer," a "PCB Article" a "PCB Item" and "PCB waste," as those terms are defined at 40 C.F.R. § 761.3, nor did it affect the applicability of the 40 C.F.R. Part 761, Subpart D, disposal requirements of 40 C.F.R. § 761.60(b)(1)(i) to that waste PCB Transformer.
30. Respondent owned and had physical control over, the damaged PCB Transformer, when the decision was made to "discard . . . [such] . . . PCB Item[]," within the meaning and definition of the term "disposal," as set forth at 40 C.F.R. § 761.3, such that the Respondent was the generator of a waste "PCB Transformer" that was also "PCB waste" as those terms are defined at 40 C.F.R. § 761.3, which was subject to the above-identified disposal requirements of 40 C.F.R. Part 761, Subpart D.
31. On or about April 29, 2011, Respondent, by and through Page, offered the waste PCB Transformer to an unidentified and unknown person for transportation away from the Facility for discard, disposal and metal recycling.
32. At no time has the Respondent demonstrated or shown that the unidentified transporter of the waste PCB Transformer had an EPA identification number, issued in accordance with

40 C.F.R. § 761.205(a) requirements and necessary for a commercial transporter to engage in PCB waste handling activities, when the waste PCB Transformer was offered for transport off-site from the Facility.

33. Respondent violated TSCA Section 15, 42 U.S.C. § 2614, and the requirements of 40 C.F.R. § 761.202(b)(1)(ii), on or about April 29, 2011 by the offering of PCB waste, in the form of a waste PCB Transformer, to a commercial transporter who did not have an EPA identification number issued to it by the Agency in accordance with 40 C.F.R. § 761.205(a).

**COUNT III**

*(Offering Waste PCB Articles to Transporter  
Not Having Required EPA Identification Number)*

34. The allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
35. During PCB cleanup activities conducted at the Facility in or about the early part of May, 2011, Respondent, by and through Page, made efforts to decontaminate five (5) PCB-contaminated electrical switch metal cabinets in the electrical room at the Facility that had become contaminated with PCB dielectric fluid (containing PCBs at a concentration greater than 470,000 ppm) which had leaked from the vandalized and damaged PCB Transformer, identified above, by wiping and/or rinsing them with solvents.
36. The five (5) PCB-contaminated electrical switch metal cabinets identified and described in the preceding paragraph were, at all relevant times, “PCB Articles” and “PCB Items” within the definition and meaning of 40 C.F.R. § 761.3.
37. The Respondent has never provided EPA with information sufficient to demonstrate that the attempted decontamination measures employed by them on the five (5) PCB-contaminated electrical switch metal cabinets at the Facility complied with either of the decontamination standards set forth in 40 C.F.R. § 761.79(b)(3) and 40 C.F.R. § 761.79(c)(4), such that the attempt to decontaminate the five (5) PCB-contaminated electrical switch metal cabinets in the electrical room of the Facility did not affect their classification as “PCB Articles,” “PCB Items” and “PCB waste,” nor did it affect the applicability of the 40 C.F.R. Part 761, Subpart D, disposal requirements of 40 C.F.R. § 761.60(b)(1)(i) to such PCB waste.
38. The Respondent owned and had physical control over the five (5) PCB-contaminated electrical switch metal cabinets in the electrical room of the Facility when the decision was made to “discard . . . or terminate the useful life of [such] . . . PCB Items,” within the meaning and definition of the term “disposal,” as set forth at 40 C.F.R. § 761.3, such that

the Respondent was the generator of waste PCB Articles and waste PCB Items as those terms are defined at 40 C.F.R. § 761.3, which were subject to the above-identified disposal requirements of 40 C.F.R. Part 761, Subpart D.

39. On or about May 2, 2011, Respondent, by and through Page, transferred each of these PCB Articles and PCB Items from the Facility to a metal recycler, United Iron & Metal, LLC, 909 Millington Avenue, Baltimore, Maryland (“United Iron & Metal”), for discard, disposal and metal recycling.
40. At no time has the Respondent demonstrated or shown that the unidentified transporter of the five (5) PCB-contaminated electrical switch metal cabinets referenced in the preceding paragraph had an EPA identification number, issued in accordance with 40 C.F.R. § 761.205(a) requirements and required for a transporter to engage in PCB waste handling activities, when those PCB Items were offered for transport off-site from the Facility.
41. Respondent violated TSCA Section 15, 42 U.S.C. § 2614, and the requirements of 40 C.F.R. § 761.202(b)(1)(ii), on or about May 2, 2011, by the offering of PCB waste, in the form of five (5) PCB-contaminated electrical switch metal cabinets, to a commercial transporter who did not have an EPA identification number issued to it by the Agency in accordance with 40 C.F.R. § 761.205(a).

#### **COUNT IV**

#### *(Offering PCB Remediation Waste Concrete to Transporter Not Having Required EPA Identification Number)*

42. The allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
43. During PCB cleanup activities conducted at the Facility in May of 2011, Respondent, by and through Page, attempted to decontaminate the PCB-contaminated electrical room concrete transformer pad at the Facility; however they failed to commence the decontamination procedure “. . . within 72 hours of the initial spill of PCBs to the concrete portion” of the PCB-contaminated electrical room concrete transformer pad and, for this and other reasons, failed to demonstrate compliance with that applicable time requirement, and with the applicable decontamination standard, for concrete decontamination, as set forth at 40 C.F.R. § 761.79(b)(4).
44. During subsequent PCB cleanup activities conducted at the Facility in May of 2011, Respondent, by and through Page, broke the PCB-contaminated electrical room concrete transformer pad into numerous pieces and chunks of concrete material and debris in order to facilitate off-site transportation and disposal.

45. The concrete material and debris generated from the break-up of the PCB-contaminated electrical room concrete transformer pad was "PCB remediation waste," as that term is defined at 40 C.F.R. § 761.3.
46. Pursuant to the PCB Regulations, the untimely and noncompliant decontamination attempt, described above, did not affect the classification of the concrete material and debris resulting from the break-up of the PCB-contaminated electrical room concrete transformer pad, as "PCB remediation waste" or the continued applicability of the 40 C.F.R. Part 761, Subpart D, disposal requirements of 40 C.F.R. § 761.61(b)(2)(i) to such PCB remediation waste.
47. Respondent owned and had physical control over the PCB remediation waste concrete identified in the preceding paragraph when the decision was made to "discard . . . or terminate the useful life of [such] . . . PCBs" within the meaning and definition of the term "disposal," as set forth at 40 C.F.R. § 761.3, such that the Respondent was the generator of "PCB remediation waste" and "PCB waste" as those terms are defined at 40 C.F.R. § 761.3, which were subject to the above-identified disposal requirements of 40 C.F.R. Part 761, Subpart D.
48. On or about May 13, 2011, Respondent, by and through Page, offered non-liquid PCB remediation waste, in the form of PCB-contaminated concrete debris, to IESI-MD Corporation, 2900 Dede Road, Finksburg, MD 21048 for transportation from the Facility.
49. At no time has the Respondent demonstrated or shown that the unidentified transporter of the above-referenced PCB remediation waste concrete had an EPA identification number, issued in accordance with 40 C.F.R. § 761.205(a) requirements and required for a transporter to engage in PCB waste handling activities, when such PCB remediation waste concrete was offered for transport off-site from the Facility.
50. Respondent violated TSCA Section 15, 42 U.S.C. § 2614, and the requirements of 40 C.F.R. § 761.202(b)(1)(ii), on or about May 13, 2011 by the offering of PCB waste concrete, in the form of PCB remediation waste concrete debris generated from the break-up and removal of the PCB-contaminated electrical room concrete transformer pad, to a commercial transporter who did not have an EPA identification number issued to it by the Agency in accordance with 40 C.F.R. § 761.205(a).



**COUNT V**

*(Failure to Prepare, Sign, Date and Retain Copy of  
Required PCB Waste Manifest for Liquid and  
Non-Liquid PCB Remediation Waste Shipped Off-Site for Disposal)*

51. The allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
52. 40 C.F.R. § 761.207(a) provides that “[a] generator who . . . offers for transport PCB waste for . . . off-site disposal . . . must prepare a manifest on EPA Form 8700-22 . . . according to the instructions included in the appendix of 40 CFR Part 262.”
53. 40 C.F.R. § 761.210(a) requires that the generator of PCB waste must: “(1)[s]ign the manifest certification by hand; and (2) [o]btain the handwritten signature of the initial transporter and date of acceptance on the manifest; and (3) [r]etain one copy [of the manifest], in accordance with [40 C.F.R.] § 761.214(a).”
54. 40 C.F.R. § 761.210(b) further requires that the generator of PCB waste must: “give transporter the remaining copies of the manifest.”
55. Respondent failed to prepare, sign, date, obtain the transporter’s signature on, and provide copies to the transporter of, the required EPA Form 8700-22 manifest when it, by and through Page, offered eight (8) 55-gallon drums of liquid and non-liquid PCB remediation waste that they generated to BWS for transport away from the Facility for “disposal,” as that term is defined at 40 C.F.R. § 761.3, on or about May 12, 2011.
56. Respondent violated TSCA Section 15, 42 U.S.C. § 2614, and the requirements of 40 C.F.R. §§ 761.207(a) and 761.210(a) and (b), by failing to prepare, sign, date, obtain the transporter’s signature on, and provide copies to the transporter of, the required EPA Form 8700-22 manifest when it offered eight (8) 55-gallon drums of PCB liquid and non-liquid PCB remediation waste to BWS for transport away from the Facility for disposal on or about May 12, 2011.

**COUNT VI**

*(Failure to Prepare, Sign, Date and Retain Copy  
of Required PCB Waste Manifest for  
Waste PCB Transformer Shipped Off-Site for Disposal)*

57. The allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.

58. Respondent failed to prepare, sign, date, obtain the transporter's signature on, and provide copies to the transporter of, the required EPA Form 8700-22 manifest when it, by and through Page, offered the waste PCB Transformer, previously identified and described above, to an unidentified and unknown transporter for transport away from the Facility for "disposal," as that term is defined at 40 C.F.R. § 761.3, on or about April 29, 2011.
59. Respondent violated TSCA Section 15, 42 U.S.C. § 2614, and the requirements of 40 C.F.R. §§ 761.207(a) and 761.210(a) and (b), by failing to prepare, sign, date, obtain the transporter's signature on, and provide copies to the unidentified and unknown transporter of, the required EPA Form 8700-22 manifest when it offered the waste PCB Transformer, identified and described above, to an unidentified and unknown transporter for transport away from the Facility for disposal on or about April 29, 2011.

**COUNT VII**

*(Failure to Prepare, Sign, Date and Retain Copy of  
Required PCB Waste Manifest for  
Five (5) PCB Articles Shipped Off-Site for Disposal)*

60. The allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
61. Respondent failed to prepare, sign, date, obtain the transporter's signature on, and provide copies to the transporter of, the required EPA Form 8700-22 manifest when it, by and through Page, offered the five (5) PCB-contaminated electrical switch metal cabinets (*i.e.*, PCB Articles), previously identified and described above, to an unidentified and unknown transporter for transport away from the Facility for "disposal," as that term is defined at 40 C.F.R. § 761.3, on or about May 2, 2011.
62. Respondent violated TSCA Section 15, 42 U.S.C. § 2614, and the requirements of 40 C.F.R. §§ 761.207(a) and 761.210(a) and (b), by failing to prepare, sign, date, obtain the transporter's signature on, and provide copies to the unidentified and unknown transporter of, the required EPA Form 8700-22 manifest when it offered five (5) PCB Articles, in the form of the five (5) PCB-contaminated electrical switch metal cabinets, previously identified and described above, for transport away from the Facility for disposal on or about May 2, 2011.

**COUNT VIII**

*(Failure to Prepare, Sign, Date and Retain Copy of  
Required PCB Waste Manifest for  
PCB Remediation Waste Concrete Shipped Off-Site for Disposal)*

63. The allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
64. Respondent failed to prepare, sign, date, obtain the transporter's signature on, and provide copies to IESI-MD of, the required EPA Form 8700-22 manifest when Respondent, by and through Page, offered PCB remediation waste, in the form of the PCB-contaminated concrete debris generated from the break-up of the PCB-contaminated electrical room concrete transformer pad, previously identified and described above, to IESI-MD for transport away from the Facility for "disposal," as that term is defined at 40 C.F.R. § 761.3, on or about May 13, 2011.
65. Respondent violated TSCA Section 15, 42 U.S.C. § 2614, and the requirements of 40 C.F.R. §§ 761.207(a) and 761.210(a), by failing to prepare, sign, date, obtain the transporter's signature on, and provide copies to the PCB waste transporter of, the required EPA Form 8700-22 manifest when it, by and through Page, offered PCB waste, in the form of the PCB remediation waste concrete debris generated from the break-up of the PCB-contaminated electrical room concrete transformer pad, for transport away from the Facility for disposal on or about May 13, 2011.

**COUNT IX**

*(Offering Waste PCB Transformer to a Disposer Not  
Having Required EPA Identification Number)*

66. The allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
67. Respondent owned and had physical control over the waste PCB Transformer at the Facility on or about April 29, 2011, when the decision was made to have such waste PCB Transformer shipped off-site from the Facility to a facility owned and operated by United Iron & Metal for purposes of metal recycling.
68. On or about April 29, 2011, Respondent, by and through Page, shipped the waste PCB Transformer off-site from the Facility to the United Iron & Metal facility for metal recycling.

69. United Iron & Metal is and, at all times herein relevant has been, a metal recycler that does not have or possess an EPA identification number issued by the Agency in accordance with 40 C.F.R. § 761.205(a).
70. The off-site shipment of the waste PCB Transformer from the Facility for metal recycling also constitutes the off-site shipment of a PCB Item for discard and “disposal,” within the 40 C.F.R. § 761.3 meaning and definition of that term.
71. Respondent violated TSCA Section 15, 42 U.S.C. § 2614, and the requirements of 40 C.F.R. § 761.202(b)(1)(ii), on or about April 29, 2011 by the offering of a waste PCB Item, in the form of a waste PCB Transformer, for PCB disposal, to a disposer who did not have an EPA identification number issued to it by the Agency in accordance with 40 C.F.R. § 761.205(a).

**COUNT X**

*(Offering Waste PCB Articles to a Disposer  
Not Having Required EPA Identification Number)*

72. The allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
73. Respondent owned and had physical control over the five (5) PCB-contaminated electrical switch metal cabinets in May, 2011, when the decision was made to have them shipped off-site from the Facility to another facility for purposes of metal recycling.
74. On or about May 2, 2011, Respondent, by and through Page, shipped each of the five (5) PCB-contaminated electrical switch metal cabinets off-site from the Facility for metal recycling, to United Iron & Metal, which did not have or possess an EPA identification number issued by the Agency in accordance with 40 C.F.R. § 761.205(a).
75. The off-site shipment of the five (5) PCB-contaminated electrical switch metal cabinets from the Facility for metal recycling also constitutes the off-site shipment of PCB Articles and PCB Items for discard and “disposal,” within the 40 C.F.R. § 761.3 meaning and definition of that term.
76. Respondent violated TSCA Section 15, 42 U.S.C. § 2614, and the requirements of 40 C.F.R. § 761.202(b)(1)(ii), on or about May 2, 2011 by the offering of waste PCB Articles and PCB Items, in the form of five (5) PCB-contaminated electrical switch metal cabinets, for PCB disposal, to a disposer who did not have an EPA identification number issued to it by the Agency in accordance with 40 C.F.R. § 761.205(a).

**COUNT XI**

*(Offering PCB Remediation Waste Concrete  
to a Disposer Not Having Required EPA Identification Number)*

77. The allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
78. In the month of May, 2011, Respondent owned and had physical control over the PCB-contaminated electrical room concrete transformer pad, identified and described above, when the useful life of the PCBs terminated and the decision was made to break up, discard and “dispose” of the waste concrete, causing it to become “PCB remediation waste,” and “PCB waste,” within the definition and meaning of 40 C.F.R. § 761.3, and subject to the disposal requirements of 40 C.F.R. Part 761, Subpart D.
79. Respondent also owned and had physical control over the PCB remediation waste concrete in May, 2011, when the decision was made to discard and “dispose” of such PCB waste concrete by having it shipped off-site from the Facility to Machado Construction Co., Inc., 2930 Hammonds Ferry Road, Baltimore, MD 21227 (“Machado Construction”) for discard, disposal and recycling of the concrete.
80. On or about May 13, 2011, Respondent, by and through Page, directed that such PCB waste concrete be shipped off-site from the Facility to Machado Construction for discard, disposal and recycling of the concrete.
81. Machado Construction Co., Inc., is and, at all times herein relevant has been, a concrete recycler that does not have or possess an EPA identification number issued to it by the Agency in accordance with 40 C.F.R. § 761.205(a).
82. The off-site shipment of the PCB waste concrete from the Facility for discard, disposal and concrete recycling also constitutes the off-site shipment of that PCB remediation waste for “disposal,” within the definition and meaning of 40 C.F.R. § 761.3.
83. Respondent violated TSCA Section 15, 42 U.S.C. § 2614, and the requirements of 40 C.F.R. § 761.202(b)(1)(ii), on or about May 13, 2011 by the offering of PCB remediation waste, in the form of PCB waste concrete material and debris generated from the break-up of the PCB-contaminated electrical room concrete transformer pad at the Facility, for disposal, to a disposer who did not have an EPA identification number issued to it by the Agency in accordance with 40 C.F.R. § 761.205(a).

**COUNT XII**  
*(Improper Disposal of PCB Transformer)*

84. The allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
85. 40 C.F.R. § 761.60(b)(1)(i) provides, in relevant and applicable part, that: “PCB Transformers shall be disposed of in accordance with either of the following: (A) In an incinerator that complies with § 761.70; or (B) In a chemical waste landfill approved under § 761.75 . . .”.
86. The PCB Regulations do authorize and allow for the decontamination of properly disassembled PCB equipment, including PCB Transformers, in limited circumstances if performed in compliance with very strict procedures set forth at 40 C.F.R. §§ 761.79(b)(3) and 761.79 (c)(4).
87. Information obtained from the Respondent revealed that the measures taken by and through Page, in or about April of 2011, to decontaminate the waste PCB Transformer, did not comply with the applicable PCB Transformer decontamination standards and procedures set forth in 40 C.F.R. § 761.79(b)(3) and 40 C.F.R. § 761.79(c)(4) such that the attempt to decontaminate the waste PCB Transformer at the Facility prior to off-site shipment did not affect its classification as a waste “PCB Transformer,” waste “PCB Item” and as “PCB waste,” as those terms are defined at 40 C.F.R. § 761.3, nor did it affect the applicability of 40 C.F.R. § 761.60(b)(1)(i) disposal requirements to such waste PCB Transformer.
88. On or about April 29, 2011, after unsuccessfully attempting to decontaminate the waste PCB Transformer using methods that did not comply with applicable requirements of the PCB Regulations, Respondent, by and through Page, transferred the waste PCB Transformer from the Facility to United Iron & Metal for metal recycling and PCB “disposal,” as that term is defined in 40 C.F.R. § 761.3.
89. In late April, 2011, at the time that United Iron & Metal received the waste PCB Transformer from the Facility, it had not received approval from the EPA, pursuant to 40 C.F.R. § 761.70 or .75, to dispose of PCBs or PCB Transformers in an incinerator that complied with 40 C.F.R. § 761.70 or in a chemical waste landfill approved under 40 C.F.R. § 761.75.
90. When United Iron & Metal received the waste PCB Transformer in late April, 2011, it did not properly dispose of the waste PCB Transformer from the Facility in an incinerator that complied with 40 C.F.R. § 761.70 requirements or in a chemical waste landfill approved under 40 C.F.R § 761.75.

91. Respondent violated TSCA Section 15, 42 U.S.C. § 2614, and the requirements of 40 C.F.R. §§ 761.60(b)(1)(i), by the April, 2011 disposal of a waste PCB Transformer, in the form of the damaged waste PCB Transformer from the Facility, in a manner that was not compliant with 40 C.F.R. § 761.70 or 40 C.F.R. § 761.75 disposal requirements or with 40 C.F.R. § 761.79(b)(3) or (c)(4) decontamination requirements, procedures and standards.

**COUNT XIII**

*(Improper Disposal of PCB Articles)*

92. The allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
93. 40 C.F.R. § 761.61(b)(6)(i) provides, in relevant and applicable part, that “PCB articles with [PCB] concentrations at 500 ppm or greater must be disposed of: (A) In an incinerator that complies with § 761.70; or (B) In a chemical waste landfill that complies with § 761.75 . . .”.
94. The PCB Regulations do also authorize the decontamination of properly disassembled PCB equipment, including PCB Articles, in limited circumstances and in compliance with very strict procedures, as set forth at 40 C.F.R. § 761.79(b)(3) and (c)(4).
95. The five (5) PCB-contaminated electrical switch metal cabinets in the electrical room of the Facility that were contaminated with high concentrations of PCB dielectric fluid from the damaged PCB Transformer, as identified and described above, were “PCB Articles,” and “PCB Items,” as those terms are each defined in 40 C.F.R. § 761.3.
96. Information obtained from the Respondent revealed that the attempted decontamination measures employed by Page, on Respondent’s behalf, at the Facility in or about April of 2011, to decontaminate the five (5) PCB-contaminated electrical switch metal cabinets in the electrical room of the Facility were not compliant with either of the decontamination standards set forth in 40 C.F.R. § 761.79(b)(3) and 40 C.F.R. § 761.79(c)(4), such that the attempt to decontaminate the five (5) metal cabinets in the electrical room of the Facility prior to their off-site shipment from the Facility did not affect their classification as waste “PCB Articles,” waste “PCB Items” and “PCB waste,” as those terms are defined at 40 C.F.R. § 761.3, nor did they affect the applicability of the 40 C.F.R. § 761.60(b)(6)(i) disposal requirements to such waste PCB Articles.

97. On or about May 2, 2011, after unsuccessfully attempting to decontaminate the five (5) PCB-contaminated electrical switch metal cabinets using methods that did not comply with applicable requirements of the PCB Regulations, Respondent, by and through Page, transferred each of these PCB Articles from the Facility to United Iron & Metal for metal recycling and PCB “disposal,” as that term is defined in 40 C.F.R. § 761.3.
98. When United Iron & Metal received the five (5) PCB Articles referenced in the preceding paragraphs on or about May 6, 2011, it did not properly dispose of such PCB Articles in an incinerator that complied with 40 C.F.R. § 761.70 requirements or in a chemical waste landfill approved under 40 C.F.R. § 761.75.
99. Respondent violated TSCA Section 15, 42 U.S.C. § 2614, and the requirements of 40 C.F.R. §§ 761.60(b)(6)(i), by the May, 2011 disposal of waste PCB Articles, consisting of five (5) electrical switch metal cabinets contaminated with PCB dielectric fluid having a concentration greater than 470,000 ppm, in a manner that was not compliant with 40 C.F.R. § 761.70 or 40 C.F.R. § 761.75 disposal requirements.

**COUNT XIV**

*(Improper Disposal of PCB Remediation Waste Concrete)*

100. The allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
101. 40 C.F.R. § 761.61(b)(2) provides, in relevant and applicable part, that: “[a]ny person disposing of non-liquid PCB remediation waste shall do so by one of the following methods: (i) Dispose of it in a high temperature incinerator approved under § 761.70(b), an alternate disposal method approved under § 761.60(e), a chemical waste landfill approved under § 761.75, or in a facility with a coordinated approval issued under § 761.77 [; or] (ii) Decontaminate it in accordance with § 761.79.”
102. Pursuant to the PCB Regulations, the decontamination of non-liquid PCB remediation waste concrete is permitted, in limited circumstances and in compliance with very strict procedures, as set forth at 40 C.F.R. § 761.79(b)(4).
103. In early May of 2011, Respondent, by and through Page, attempted to decontaminate the PCB-contaminated equipment room concrete transformer pad.
104. Information obtained from the Respondent demonstrated that the decontamination measures used by Page, on Respondent’s behalf, in the attempted decontamination of the PCB-contaminated equipment room concrete transformer pad at the Facility did not comply with 40 C.F.R. § 761.79(b)(4) concrete decontamination requirements in that such decontamination procedures were not commenced within the required “72 hours of



- the initial spill of PCBs to the concrete[,]” as required under 40 C.F.R. § 761.79(b)(4), and because the Respondent otherwise failed to demonstrate that they achieved the applicable concrete decontamination standard of that PCB regulation.
105. Respondent, by and through Page, subsequently broke up the PCB-contaminated equipment room concrete transformer pad at the Facility into PCB-contaminated concrete material and debris and became a generator of the resulting and “PCB remediation waste,” as that term is defined at 40 C.F.R. § 761.3.
  106. On or about May 13, 2011, after unsuccessfully attempting to decontaminate the PCB-contaminated electrical room concrete transformer pad at the Facility and breaking it up into numerous concrete chunks and pieces Respondent, by and through Page, transferred the resulting PCB remediation waste concrete from the Facility to Machado Construction for concrete recycling, which constitutes PCB “disposal,” as that term is defined in 40 C.F.R. § 761.3.
  107. On or about May 16, 2011, at the time that it received the PCB remediation waste concrete from the Facility, Machado Construction had not received approval from the EPA to dispose of non-liquid PCB remediation waste in a high temperature incinerator approved under 40 C.F.R. § 761.70(b), by an alternate disposal method approved under 40 C.F.R. § 761.60(e), in a chemical waste landfill approved under 40 C.F.R. § 761.75, or in a facility with a coordinated approval issued under 40 C.F.R. § 761.77.
  108. When Machado Construction received the PCB remediation waste concrete from the Facility on or about May 16, 2011, it did not properly dispose of such PCB remediation waste in a high temperature incinerator approved under 40 C.F.R. § 761.70(b), by an alternate disposal method approved under 40 C.F.R. § 761.60(e), in a chemical waste landfill approved under 40 C.F.R. § 761.75, or in a facility with a coordinated approval issued under 40 C.F.R. § 761.77.
  109. Respondent violated TSCA Section 15, 42 U.S.C. § 2614, and the requirements of 40 C.F.R. § 761.61(b)(2), by the May 2011 disposal of PCB remediation waste concrete, in the form of PCB-contaminated concrete material and debris generated by the break-up of the PCB-contaminated electrical room concrete transformer pad at the Facility, in a manner other than in a high temperature incinerator approved under 40 C.F.R. § 761.70(b), an alternate disposal method approved under 40 C.F.R. § 761.60(e), a chemical waste landfill approved under 40 C.F.R. § 761.75, or in a facility with a coordinated approval issued under 40 C.F.R. § 761.77.

#### IV. CIVIL PENALTY

110. In satisfaction of all civil claims for penalties which Complainant may have under Section 16(a) of TSCA, 15 U.S.C. § 2615(a), for the specific violations alleged in this Consent Agreement, Respondent agrees to pay a civil penalty in the amount of Ninety-Five Thousand Dollars (\$95,000.00), in accordance with the provisions set forth below. The civil penalty shall become due and payable immediately upon Respondent's receipt of a true and correct copy of the CAFO. In order to avoid the assessment of interest, administrative costs and late payment penalties in connection with such civil penalty, Respondent must pay such civil penalty no later than ninety (90) calendar days after the date on which this CAFO is mailed or hand-delivered to Respondent.
111. The aforesaid settlement amount is consistent with the provisions and objectives of TSCA and 40 C.F.R. Part 761. Complainant has determined the appropriate penalty for the violations identified and described in this Consent Agreement based upon consideration of a number of factors, including the applicable penalty criteria set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), *i.e.*, the nature, circumstances, extent, and gravity of the violations and, with respect to the violators, ability to pay, effect on ability to continue to do business, any history of prior such violations, degree of culpability, and such other factors as justice may require. These factors were applied to the particular facts and circumstances of this case with specific reference to EPA's *Polychlorinated Biphenyls Penalty Policy* (April 9, 1990). Complainant also has considered the appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19, and the November 16, 2009 Memorandum by EPA Office of Civil Enforcement, Waste and Chemical Enforcement Division Director Rosemarie A. Kelley, entitled *Adjusted Penalty Matrices based on the 2008 Civil Monetary Penalty Inflation Adjustment Rule*.
112. Payment of the Ninety-Five Thousand Dollar (\$95,000.00) civil penalty amount shall be made by either cashier's check, certified check, or electronic wire transfer in the following manner:
- a. All payments by Respondent shall reference Respondent's name and address, and the Docket Number of this action, *i.e.*, TSCA-03-2016-0014;
  - 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 and mailed to:

U.S. Environmental Protection Agency  
Cincinnati Finance Center  
P.O. Box 979077  
St. Louis, MO 63197-9000

Customer Service Contact: (513) 487-2091

- d. All payments made by check and sent by overnight delivery service shall be addressed and mailed to:

U.S. Environmental Protection Agency  
Cincinnati Finance Center  
Government Lockbox 979077  
1005 Convention Plaza  
Mail Station SL-MO-C2-GL  
St. Louis, MO 63101

Contact: (314) 418-1818

- e. All payments made by check in any currency drawn on banks with no USA branches shall be addressed for delivery to:

Cincinnati Finance  
US EPA, MS-NWD  
26 W. M.L. King Drive  
Cincinnati, OH 45268-0001

113. Respondent may also pay the civil penalty electronically or on-line as follows:

- a. All payments made by electronic wire transfer shall be directed to:

Federal Reserve Bank of New York  
ABA: 021030004  
Account Number: 68010727  
SWIFT Address: FRNYUS33  
33 Liberty Street  
New York, NY 10045

(Field Tag 4200 of the wire transfer message should read:  
"D 68010727 Environmental Protection Agency")

- b. All electronic payments made through the automated clearinghouse (ACH), also known as Remittance Express (REX), shall be directed to:

US Treasury REX/Cashlink ACH Receiver  
ABA: 051036706  
Account Number: 310006, Environmental Protection Agency  
CTX Format Transaction Code 22 - Checking

Physical location of U.S. Treasury facility:  
5700 Rivertech Court  
Riverdale, MD 20737  
Contact: Remittance Express (REX): 1-866-234-5681

- c. On-Line Payment Option:

[WWW.PAY.GOV/PAYGOV](http://WWW.PAY.GOV/PAYGOV)

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

- d. Additional payment guidance is available at:

<http://www2.epa.gov/financial/makepayment>

114. A copy of Respondent's check or a copy of Respondent's electronic transfer shall be sent simultaneously to:

A.J. D'Angelo, Esq.  
Acting Chief, Waste & Chemical Law Branch  
Office of Regional Counsel  
U.S. EPA, Region III (3RC30)  
1650 Arch Street  
Philadelphia, PA 19103-2029

and

Lydia Guy  
Regional Hearing Clerk  
U.S. EPA, Region III (3RC00)  
1650 Arch Street  
Philadelphia, PA 19103-2029.

115. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest, administrative costs, 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 or to comply with the conditions in this Consent Agreement and the attached Final Order shall result in the assessment of late payment charges including interest, penalties, and/or administrative costs of handling delinquent debts.
116. 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 ninety (90) 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 account rate in accordance with 40 C.F.R. § 13.11(a).
117. The costs of the EPA'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.
118. A late penalty payment of six percent (6%) 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).
119. Respondent agrees not to deduct for federal tax purposes the civil monetary penalty specified in this Consent Agreement and the accompanying Final Order.

#### **V. EFFECT OF SETTLEMENT**

120. The settlement set forth in this CAFO shall constitute full and final satisfaction of all civil claims for penalties which Complainant may have against Respondent under TSCA Section 6(e), 15 U.S.C. § 2605(e), for the specific violations alleged in Section III ("EPA's Alleged Findings of Fact and Conclusions of Law") above. Compliance with this CAFO shall not be a defense to any action commenced at any time for any other violation of the federal laws and regulations administered by EPA. Respondent's obligation to pay the civil penalty set forth in this CAFO shall end when it has paid such penalty in full and in accordance with the applicable requirements and provisions of Section IV ("Civil Penalty") of this CAFO.

**VI. OTHER APPLICABLE LAWS**

121. Nothing in this CAFO shall relieve Respondent of the obligation to comply with all applicable federal, state, and local laws and regulations.

**VII. CERTIFICATION OF COMPLIANCE**

122. Respondent certifies to Complainant, to the best of its knowledge and belief, that it and the Facility currently are in compliance with all relevant provisions of TSCA Sections 6(e) and 15, 15 U.S.C. §§ 2605(e) and 2614, and of 40 C.F.R. Part 761, for which violations are alleged in this Consent Agreement.

**VIII. RESERVATION OF RIGHTS**

123. This Consent Agreement and the accompanying Final Order resolve only EPA's claims for civil monetary penalties for the specific violations alleged in Section III ("EPA's Alleged Findings of Fact and Conclusions of Law") against the Respondent. 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, 40 C.F.R. § 22.18(c). Further, EPA reserves any rights and remedies available to it under TSCA, 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 EPA Regional Hearing Clerk.

**IX. NO RELEASES**

124. Nothing in this CAFO shall constitute or be construed as a release of the Respondent from any claim, cause of action, or demand in law or equity by any person, firm, partnership, or corporation not bound by this CAFO for any liability relating in any way to the presence of PCBs at the Facility.

**X. NO REIMBURSEMENTS**

125. Respondent certifies that it has not received and will not seek to receive reimbursement in the form of a credit in any other federal, state, or local enforcement action, or a grant, rebate, or any other payment or financial assistance from any governmental source for any of the expenses that they incur to fulfill the terms of this CAFO.

**XI. PARTIES BOUND**

126. This Consent Agreement and the accompanying Final Order shall apply to and be binding upon the EPA, Respondent, and Respondent's successors, agents and assigns.

**XII. EFFECTIVE DATE**

127. The effective date of this Consent Agreement and the accompanying Final Order (which is signed by the Regional Administrator of EPA Region III, or his designee, the Regional Judicial Officer), shall be the date the Final Order is filed with the EPA Regional Hearing Clerk pursuant to the Consolidated Rules of Practice.

**XIII. ENTIRE AGREEMENT**

128. This Consent Agreement and the accompanying Final Order constitute the entire agreement and understanding of the parties regarding settlement of all claims pertaining to the specific violations alleged herein and there are no representations, warranties, covenants, terms, or conditions agreed upon between the parties other than those expressed in this CAFO.

**XIV. EXECUTION**

129. The person signing this Consent Agreement on behalf of the Respondent acknowledges and certifies by his/her signature that he/she is fully authorized to enter into this Consent Agreement and to legally bind the Respondent to the terms and conditions of this Consent Agreement and the accompanying Final Order.

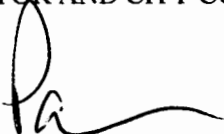
**For Respondent Mayor and City Council of Baltimore:**

WITNESS:



MAYOR AND CITY COUNCIL OF BALTIMORE

BY:

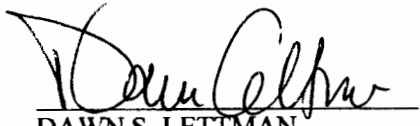


Paul T. Graziano, Commissioner  
Department of Housing and Community  
Development of the City of Baltimore

2/16/16

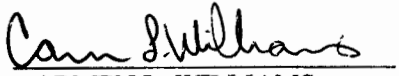
DATE

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:



DAWN S. LETTMAN  
ASSISTANT CITY SOLICITOR

2/16/16  
DATE



CARMEN L. WILLIAMS  
ASSISTANT CITY SOLICITOR

2/16/16  
DATE

APPROVED BY THE BALTIMORE CITY BOARD OF ESTIMATES



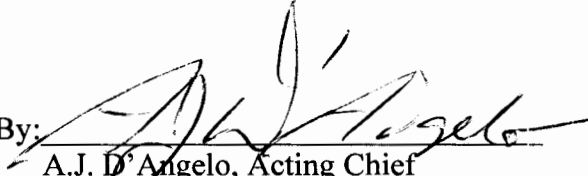
CLERK

DATE  
FEB 24 2016



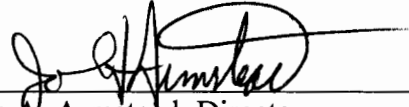
**For Complainant:**

Date: 3/7/2016

By:   
A.J. D'Angelo, Acting Chief  
Waste and Chemical Law Branch  
Office of Regional Counsel

Accordingly, I hereby recommend that the Regional Administrator, or his designee, the Regional Judicial Officer, issue the attached Final Order.

Date: 3.9.16

By:   
John A. Armstead, Director  
Land and Chemicals Division  
U.S. EPA, Region III

BEFORE THE UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
REGION III

RECEIVED

2016 MAR 14 PM 2:15

REGIONAL HEARING CLERK  
U.S. ENVIRONMENTAL PROTECTION AGENCY

**In the Matter of:** : U.S. EPA Docket No. TSCA-03-2016-0014  
:  
**Mayor and City Council of Baltimore** :  
**417 E. Fayette Street** :  
**Baltimore, Maryland 21202** :  
:  
**Respondent.** : **Proceeding under Sections 15 and 16**  
:  
**2101 E. Biddle Street** : **of the Toxic Substances Control Act,**  
**Baltimore, Maryland 21213-3314,** : **15 U.S.C. §§ 2614 and 2615**  
:  
**Facility.** :

**FINAL ORDER**

Complainant, the Director of the Land and Chemicals Division, United States Environmental Protection Agency ("EPA"), Region III, and Respondent, Mayor and City Council of Baltimore, 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*"), published at 40 C.F.R. Part 22, with specific reference to Sections 22.13(b) and 22.18(b)(2) and (3). The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated into this Final Order as if set forth fully herein.

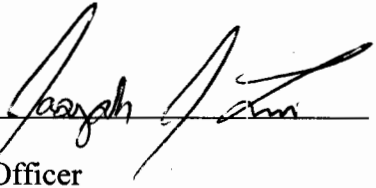
**NOW, THEREFORE,** pursuant to Sections 15 and 16 of TSCA, 15 U.S.C. §§ 2614 and 2615, and the *Consolidated Rules of Practice*, and upon representations made by the parties in the attached Consent Agreement that the penalty agreed to therein is based upon a consideration of the factors set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), **IT IS HEREBY ORDERED** that Respondent pay a civil penalty of Ninety Five Thousand Dollars

(\$95,000.00) in accordance with the payment provisions set forth in the Consent Agreement and comply with each of the additional terms and provisions thereof, in settlement and resolution of the civil claims contained therein.

The effective date of this Final Order and the accompanying Consent Agreement is the date on which this Final Order is filed with the Regional Hearing Clerk of U.S. EPA, Region III.

Date: March 14, 2016

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

  
Joseph J. Lisa  
Regional Judicial Officer  
U.S. Environmental Protection Agency, Region III

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

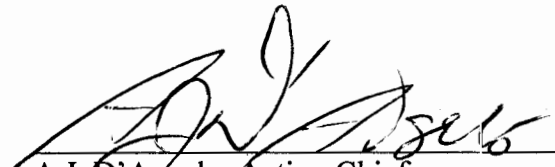
<b>In the Matter of:</b>	:	<b>U.S. EPA Docket No. TSCA-03-2016-0014</b>
	:	
<b>Mayor and City Council of Baltimore</b>	:	
<b>417 E. Fayette Street</b>	:	
<b>Baltimore, Maryland 21202</b>	:	
	:	
<b>Respondent.</b>	:	<b>Proceeding under Sections 15 and 16</b>
	:	<b>of the Toxic Substances Control Act,</b>
<b>2101 E. Biddle Street</b>	:	<b>15 U.S.C. §§ 2614 and 2615</b>
<b>Baltimore, Maryland 21213-3314,</b>	:	
	:	
<b>Facility.</b>	:	

**CERTIFICATE OF SERVICE**

I hereby certify that on the date set forth below, I caused to be hand-delivered to Ms. Lydia Guy, Regional Hearing Clerk (3RC00), U.S. EPA Region III, 1650 Arch Street, 5<sup>th</sup> Floor, Philadelphia, PA 19103-2029, the original and one copy of the foregoing Consent Agreement and of the accompanying Final Order. I further certify that on the date set forth below, I caused five (5) true and correct copies of the same to be mailed via Certified Mail, Return Receipt Requested, Postage Prepaid (Article No. 7007 0220 0001 9174 9447), to the following person at the following address:

Ms. Dawn S. Lettman, Esq.  
Baltimore City Law Department  
Assistant City Solicitor  
100 N. Holliday Street  
Baltimore, MD 21202  
(Counsel for Respondent)

3/14/2016  
Date

  
A.J. D'Angelo, Acting Chief  
Waste & Chemical Law Branch (3RC30)  
Office of Regional Counsel  
U.S. EPA, Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029  
Tel. (215) 814-2480