

**UNITED STATE ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029**

Peninsula Regional Medical Center :
100 East Carroll Street : U.S. EPA Docket No.
Salisbury, Maryland 21801-5493 : TSCA-03-2011-0043

Respondent :

Peninsula Regional Medical Center :
100 East Carroll Street :
Salisbury, Maryland 21801-5493 :

Facility. :

CONSENT AGREEMENT

I. PRELIMINARY STATEMENT

1. This Consent Agreement is filed pursuant to Sections 15 and 16 of the Toxic Substances and 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"). This Consent Agreement and the accompanying Final Order (collectively referred to herein as the "CAFO") resolve alleged 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 (the "PCB regulations") by Peninsula Regional Medical Center ("Respondent"). The Complainant is the Director, Land and Chemicals Division, United States Environmental Protection Agency, Region III ("Complainant").
2. Pursuant to 40 C.F.R. § 22.13(b) of the Consolidated Rules, this CAFO commences and concludes an administrative proceeding brought by EPA to address alleged violations of

TSCA at Respondent's facility located at 100 East Carroll Street, Salisbury, Maryland (the "Facility").

3. This Consent Agreement is entered into by Complainant and Respondent to resolve EPA's claims for civil penalties based upon the violations alleged in the Findings of Fact, as set forth below.
4. For the purposes of this proceeding, Respondent admits the jurisdictional allegations of this Consent Agreement.
5. Respondent neither admits nor denies the Findings of Fact contained in this Consent Agreement, except as provided in Paragraph 4, above.
6. Respondent neither admits nor denies the Conclusions of Law contained in this Consent Agreement, except as provided in Paragraph 4, above.
7. For the purposes of this proceeding only, Respondent hereby expressly waives its right to a hearing on any issue of law or fact set forth in the Findings of Fact and Conclusions of Law, and any right to appeal the accompanying Final Order.
8. The settlement agreed to by the parties in this Consent Agreement reflects the desire of the parties to resolve this matter without continued litigation.
9. Respondent consents to the issuance of this CAFO and agrees to comply with its terms. Respondent agrees not to contest Complainant's jurisdiction with respect to the execution of the Consent Agreement, the issuance of the attached Final Order, or the enforcement thereof.
10. Nothing in this CAFO shall alter or otherwise affect Respondent's obligation to comply with all applicable federal, state or local environmental statutes and regulations.
11. Respondent is aware that the submission of false or misleading information to the United

States government may subject Respondent 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.

12. Each party shall bear its own costs and attorney's fees in connection with this proceeding.

II. FINDINGS OF FACT AND CONCLUSIONS OF LAW

13. This section represents the Findings of Fact and Conclusions of Law made by Complainant in this matter. As provided in Paragraphs 5 and 6 above, Respondent neither admits nor denies these Findings of Fact and Conclusions of Law, but agrees to this settlement to avoid further litigation, as set forth in Paragraph 8, above.

14. As used herein, the terms "PCB", "PCB Item" and "PCB Transformer" shall have the definitions and meanings for such terms as set forth in 40 C.F.R. § 761.3.

15. 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. 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.

16. Respondent is a Maryland corporation and is a "person" as defined in 40 C.F.R. § 761.3.

17. Respondent is, and at all times relevant to this Consent Agreement was, the owner and operator of an acute tertiary care hospital located at 100 East Carroll Street, Salisbury, Maryland 21801 (the "Facility").

18. Since approximately 1977, Respondent has owned and operated two PCB Transformers,

Serial Numbers H885357 and H885358, located in the sub-grade level of the ground floor of the Facility.

19. On the basis of information collected, Complainant has determined that Respondent has violated TSCA Sections 6(e) and 15, 15 U.S.C. §§ 2605(e) and 2614.

Count I

20. Pursuant to 40 C.F.R. § 761.20(a), no person may use any PCB, or any PCB item, in any manner other than in a totally enclosed manner, unless authorized under 40 C.F.R. § 761.30, with exceptions not here relevant. Pursuant to 40 C.F.R. § 761.30(a), PCBs may be used in Transformers only if in compliance with the conditions set forth in 40 C.F.R. § 761.30(a)(1). 40 C.F.R. § 761.30(a)(1)(vi)(A) provides, in relevant part, that “[n]o later than December 28, 1998 all owners of PCB Transformers, including those in storage for reuse, must register their transformers with the Environmental Protection Agency” Pursuant to 40 C.F.R. § 761.30(a)(1)(vi)(D), “[a] transformer owner must comply with all requirements of [40 C.F.R. § 761.30(a)(1)(vi)(A)] to continue the PCB-Transformer’s authorization for use, or storage for reuse, pursuant to [40 C.F.R. § 761.30] and TSCA section 6(e)(2)(B).”
21. The two PCB Transformers in use at the Facility, from approximately 1977 to the present, have been in use at the Facility in a non-totally-enclosed manner at the Facility. These two PCB Transformers were not registered with EPA until May 6, 1999. As a result of the failure to comply with the registration deadline of December 28, 1998, as set forth in 40 C.F.R. § 761.30(a)(1)(vi)(A), these PCB Transformers were not authorized for use, or storage for reuse, at any time after December 28, 1998. Respondent has represented to EPA that it plans to remove and dispose of the two PCB Transformers no later than

December 31, 2015.

22. Respondent violated Section 15 of TSCA, 42 U.S.C. § 2614, and the requirements of 40 C.F.R. § 761.30(a)(1)(vi)(D), subsequent to December 28, 1998, through the unauthorized and continued use of the PCB Transformers at the Facility after failing to comply with the PCB Transformer registration deadline set forth at 40 C.F.R. § 761.30(a)(1)(vi)(A).

III. SETTLEMENT CONDITIONS

23. Within thirty (30) days of the effective date of this CAFO, Respondent shall submit to EPA, a written report which documents the results of each quarterly visual inspection of each of the two PCB Transformers identified by Serial Number H885358 and Serial Number H885357, required by 40 C.F.R. § 761.30(a)(1)(ix), performed by Respondent in calendar year 2010. Thereafter, Respondent shall submit to EPA a written report of each quarterly visual inspection performed by Respondent for each of the two PCB Transformers referenced above, within thirty (30) calendar days following each such inspection, until such transformers are disposed of in accordance with the terms of this CAFO.
24. In regard to the provisions of TSCA and the PCB regulations allegedly violated in Count 1, above, Respondent agrees to remove and dispose of the two PCB Transformers at the Facility, identified by Serial Number H885357 and Serial Number H885358, in compliance with all applicable requirements of 40 C.F.R. Part 761, including, but not limited to, the Storage and Disposal requirements found in 40 C.F.R. Part 761, Subpart K.
25. Respondent shall remove from service the two PCB Transformers identified above, and ship such Transformers off-site for disposal, no later than December 31, 2015.

26. Respondent shall obtain a Certificate of Disposal for the two PCB Transformers identified above, pursuant to 40 C.F.R. § 761.218, no later than December 31, 2016.

27. No later than January 31, 2016, Respondent shall submit to EPA a Preliminary Report documenting the removal and disposal of the two PCB Transformers identified above.

This Preliminary Report must include the following:

a. A copy of the contract between Respondent and each contractor hired by Respondent to perform the removal and disposal of the PCB Transformers, together with a written statement of work prepared by each such contractor for such activities, to the extent that a statement of work is not included in the contract itself;

b. A written statement describing the nature of the actual work performed by each contractor, and specifying the date on which work to remove the PCB Transformers commenced and the date on which off-site transport of the PCB Transformers for disposal commenced;

c. A copy of the Uniform Hazardous Waste Manifest documenting the transport of the PCB Transformers and arrival at the designated disposal facility; and

d. In the event that any leak or spill of PCBs occurs during the removal and transport of the PCB Transformers, a statement documenting compliance with EPA's PCB Spill Cleanup Policy, 40 C.F.R. Part 761, Subpart G, and including the documentation required by 40 C.F.R. § 761.125(b)(3) or 761.125(c)(5), as applicable.

28. Within thirty (30) days after receiving a Certificate of Disposal from the disposal facility, but in no event later than December 31, 2016, Respondent shall submit to EPA a Final Report updating any information contained in the Preliminary Report which has changed or been superseded since the submission of the Preliminary Report, and including a copy of

the Certificate of Disposal for each of the PCB Transformers.

29. The Reports submitted by Respondent pursuant to these Settlement Conditions, and any other certification, data presentation, or other document submitted by Respondent pursuant to this Consent Agreement, which discusses, describes, demonstrates, supports any finding or makes any representation concerning Respondent's compliance or noncompliance with any requirement of this Consent Agreement, shall be certified by a responsible corporate officer of Respondent, as defined in 40 C.F.R. § 270.11(a), which includes (i) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation, or (ii) the manager of one or more manufacturing, production or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. The certification of the responsible corporate officer required above shall be in the following form:

I certify that the information contained in or accompanying this [type of submission] is true, accurate, and complete. As to [the/those] identified portions of this [type of submission] for which I cannot personally verify [its/their] accuracy, I certify under penalty of law that this [type of submission] and all attachments were prepared in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

Signature: _____
Name: _____
Title: _____

30. The Reports specified in Paragraphs 27 and 28, above, shall be submitted via certified mail, return receipt requested; first class mail; overnight mail (Express or Priority); hand-delivery or any reliable delivery service to the following:

Leslie Jones
Land and Chemicals Division (3LC40)
United States Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103-2029

And

Cheryl L. Jamieson
Senior Assistant Regional Counsel (3RC30)
United States Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103-2029

31. If Respondent does not properly complete the removal and shipment off-site of the two PCB Transformers identified above by December 31, 2015, Respondent shall be liable for additional penalties of \$500.00 for each day past December 31, 2015, until proper removal and shipment is completed.
32. If Respondent does not obtain a Certificate of Disposal for the two PCB Transformers identified above by December 31, 2016, Respondent shall be liable for additional penalties of \$500.00 for each day past December 31, 2016, until proper disposal is completed and Certificates of Disposal are obtained.
33. If Respondent does not submit a complete Preliminary Report, as specified in Paragraph 27, above, by January 31, 2016, Respondent shall be liable for additional penalties of \$250.00 for each day past January 31, 2016 until a complete Preliminary Report is submitted.

34. If Respondent does not submit a complete Final Report, as specified in Paragraph 28, above, by December 31, 2016, Respondent shall be liable for additional penalties of \$250.00 for each day past December 31, 2016, until a complete Final Report is submitted.

35. Force Majeure

a. If any event occurs which causes or may cause a delay in the completion of any of the tasks required under Section III of this Consent Agreement by the specified deadline, Respondent shall notify EPA in writing within 20 days of such event or within 20 days of Respondent's knowledge of the anticipated delay, whichever is earlier. The notice shall describe in detail the anticipated length of the delay, the precise cause or causes of the delay, the measures taken and to be taken by Respondent to prevent or minimize the delay, and the timetable by which those measures will be implemented. Respondent shall implement all reasonable and feasible measures to avoid or minimize any such delay. Failure by Respondent to comply with the notice requirements of this Section shall render this Section void and of no effect as to the particular incident involved and constitute a waiver of the Respondent's right to request an extension of its obligation under this Consent Agreement based on such incident.

b. If the parties agree that the delay or anticipated delay in complying with this Consent Agreement has been or will be caused by circumstances entirely beyond the control of Respondent which could not or cannot be overcome by due diligence (i.e., a force majeure), the time for performance hereunder may be extended for a period no longer than the delay resulting from such circumstances. In such event, the parties shall stipulate in writing to such extension of time.

c. In the event that EPA does not agree that a delay in achieving compliance with the requirements of this Consent Agreement has been or will be caused by a force majeure, EPA, in its sole discretion, will notify Respondent in writing of its decision. Such delays shall not be the basis for any extension of time for the performance of Respondent's obligations under this Consent Agreement.

d. The burden of proving that any delay is caused by a force majeure shall rest with Respondent. Increased costs or expenses associated with the implementation of actions required by this consent Agreement shall not, in any event, be a basis for extensions of time, hereunder.

36. Pursuant to 40 C.F.R. § 2.203, Respondent may submit a claim of confidentiality for any document or information submitted under this Consent Agreement. Failure to make a confidentiality claim at the time the document is submitted shall constitute a waiver of such claim. Respondent shall not assert a claim of confidentiality with respect to any sampling, monitoring or analytical data.

IV. CIVIL PENALTY

37. In settlement of EPA's claims for civil monetary penalties assessable for the violations alleged in this Consent Agreement, Respondent consents to the assessment of a civil penalty in the amount of Thirteen Thousand Eight Hundred Dollars (\$13,800.00), which Respondent agrees to pay in accordance with the terms set forth below. Such civil penalty amount shall become due and payable immediately upon Respondent's receipt of a true and correct copy of this CAFO. In order to avoid the assessment of interest, administrative costs and late payment penalties in connection with such civil penalty as described in this CAFO, Respondent must pay the civil penalty no later than thirty (30) calendar days after

the date on which a copy of this CAFO is mailed or hand-delivered to Respondent.

38. 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 penalty criteria set forth in Section 16(a)(2)(B) of TSCA, *i.e.*, the nature, circumstances, extent, and gravity of the violations and, with respect to the violator, 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) to calculate the civil penalty amount set forth in the preceding paragraph of this Consent Agreement. Complaint has also considered the *Adjustment of Civil Monetary Penalties for Inflation*, as set forth in 40 C.F.R. Part 19, as amended by 73 Fed. Reg. 75340 (Dec. 11, 2008).

39. Payment of the civil penalty amount required under the terms of Paragraph 37, above, 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 its name and address and the Docket Number of this action (TSCA-03-2011-0043).
- 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 – Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077

St. Louis, MO 63197-9000

Contact: 513-487-2105

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

U.S. Environmental Protection Agency – Fines and Penalties
U.S. Bank
Government Lockbox 979077
1005 Convention Plaza
Mail Station SL-MO-C2GL
St. Louis, MO 63101

Contact: 314-418-1028

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

Cincinatti Finance
U.S. EPA, MS-NWD
26 West M. L. King Drive
Cincinatti, Ohio 45268-0001

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

Federal Reserve Bank of New York
ABA = 021030004
Account = 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".

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

U.S. Treasury REX/Cashlink ACH Receiver
ABA = 051036706,
Account No.: 310006, U.S. Environmental Protection Agency
CTX Format Transaction Code 22 - Checking

Physical Location of U.S. Treasury Facility:
5700 Rivertech Court
Riverdale, MD 20737

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

h. On-Line Payment Option:

WWW.PAY.GOV

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

i. Payment by Respondent shall reference Respondent's name and address, and the EPA Docket Number of this CAFO. A copy of Respondent's check or electronic fund transfer shall be sent simultaneously to:

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

and

Ms. Cheryl Jamieson
Associate Regional Counsel for Regulatory Enforcement
Office of Regional Counsel (3RC30)
U.S. Environmental Protection Agency, Region III
1650 Arch Street
Philadelphia, PA 19103-2029.

40. 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 or to comply with the conditions in this CAFO shall result in the assessment of late payment charges including

interest, penalties, and/or administrative costs of handling delinquent debts.

41. 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).
42. 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.
43. 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).
44. The 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

45. The settlement set forth in this CAFO shall constitute full and final satisfaction of all civil claims for penalties which Complainant may have under TSCA for the specific violations alleged in Section II ("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.

VI. OTHER APPLICABLE LAWS

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

VII. CERTIFICATION OF COMPLIANCE

47. Respondent certifies to Complainant, upon investigation, to the best of its knowledge and belief, that Respondent, in its capacity as the owner and operator of the Peninsula Regional Medical Center, Salisbury, Maryland Facility, currently is complying with the provisions of TSCA, and the regulations promulgated thereunder, that are referenced in this Consent Agreement.

VIII. RESERVATION OF RIGHTS

48. This Consent Agreement and the accompanying Final Order resolve only EPA's claims for civil monetary penalties for the specific violations alleged in Section II ("Findings of Fact and Conclusions of Law") herein. 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 § 22.18(c) of the Consolidated Rules of Practice. 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. PARTIES BOUND

49. This Consent Agreement and the accompanying Final Order shall apply to and be binding upon the EPA, the Respondent and its officers, directors, employees, successors, agents and assigns.

X. EFFECTIVE DATE

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

XI. ENTIRE AGREEMENT

51. 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.

XII. EXECUTION

52. 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 Respondent to the terms and conditions of this Consent Agreement and the accompanying Final Order.

For Respondent, Peninsula Regional Medical Center:

Date: 12/22/2010

By: Margaret M. Naleppa
Margaret M. Naleppa, DR.M.
President/CEO

For Complainant:

Date: 12 28 10

By: *Ceryl Lynn Jameson*
Ceryl Lynn Jameson
Senior Assistant Regional Counsel

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

Date: 12-28-2010

By: *Abraham Feras*
Abraham Feras, Director
Land and Chemicals Division

**UNITED STATE ENVIRONMENTAL PROTECTION AGENCY
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Facility. :

FINAL ORDER

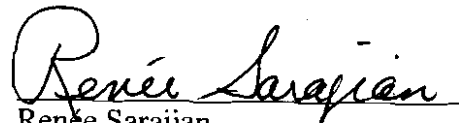
The Director, Land and Chemicals Division, U.S. Environmental Protection Agency - Region III ("Complainant") and Peninsula Regional Medical Center ("Respondent"), have executed a document entitled "Consent Agreement" which I hereby ratify as a Consent Agreement in accordance with the Consolidated Rules 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 Sections 15 and 16 of TSCA, 15 U.S.C §§ 2614 and 2615, and the Consolidated Rules of Practice, and upon representations in the 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), Respondent Peninsula Regional Medical Center is hereby ordered to pay a civil penalty

of Thirteen Thousand Eight Hundred dollars (\$13,800.00), as set forth in Section IV of the Consent Agreement, and to comply with the terms and conditions of the Consent Agreement.

The effective date of this document is the date on which it is filed with the Regional Hearing Clerk after signature by the Regional Administrator or Regional Judicial Officer.

Date: 12/29/10


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

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

U.S. EPA Docket Number

TSCA-03-2011-0043

In the Matter of: :
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Peninsula Regional Medical Center : **U.S. EPA Docket Number**
100 East Carroll Street : **TSCA-03-2011-0043**
Salisbury, Maryland 21801-5493 :
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Respondent, :
 :
Peninsula Regional Medical Center :
100 East Carroll Street :
Salisbury, Maryland 21801-5493 :
 :
 :
Facility. :

CERTIFICATE OF SERVICE

I certify that on the date noted below, I sent by Overnight Delivery Service, true and correct copies of the Consent Agreement and Final Order: *In Re: Peninsula Regional Medical Center, TSCA 03-2011-0043*, to the persons and addresses listed below. The original Consent Agreement and Final Order were hand-delivered to the Regional Hearing Clerk, U.S. EPA, Region III.

Margaret M. Naleppa
President/CEO
Peninsula Regional Medical Center
100 East Carroll Street
Salisbury, Maryland 21801

Daniel Mulvanny, Esq.
Vice President/General Counsel
Peninsula Regional Medical Center
100 East Carroll Street
Salisbury, Maryland 21801

Rosewin Sweeney, Esq.
Venable LLP
750 East Pratt Street
Baltimore, Maryland 21202

Date:

Dec 29-2010

Cheryl L. Jamieson

Cheryl L. Jamieson
Sr. Asst. Regional Counsel
Office of Regional Counsel
U.S. EPA, Region III
1650 Arch Street
Philadelphia, PA 19103