



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

TIDEWATER REGIONAL OFFICE

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L. Preston Bryant, Jr.
Secretary of Natural Resources

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Director

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Regional Director

STATE AIR POLLUTION CONTROL BOARD ENFORCEMENT ACTION ORDER BY CONSENT ISSUED TO

Tidewater Area Central Hospital Laundry, Inc.
d/b/a Shared Hospital Services

Registration No. 61279

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code §§ 10.1-1309 and 10.1-1316, between the State Air Pollution Control Board and Tidewater Area Central Hospital Laundry, Inc. for the purpose of resolving certain violations of the Virginia Air Pollution Control Law and the Regulations for the Control and Abatement of Air Pollution.

SECTION B: Definitions

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

1. "Board" means the State Air Pollution Control Board, a permanent collegial body of the Commonwealth of Virginia as described in Va. Code §§ 10.1-1301 and 10.1-1184.
2. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia as described in Va. Code § 10.1-1183.
3. "Director" means the Director of the Department of Environmental Quality.
4. "mmBTU/hr" means one million British thermal units per hour.

4. "Order" means this document, also known as a Consent Order.
5. "Regulations" mean the Regulations for the Control and Abatement of Air Pollution, located in the Virginia Administrative Code ("VAC"), 9 VAC 5-10-10 *et seq.*
6. "Shared Hospital Services" means Tidewater Central Area Hospital Laundry, Inc., a company certified to do business in Virginia.
7. "TRO" means the Tidewater Regional Office of DEQ, located in Virginia Beach, Virginia.
8. "Va. Code" means the Code of Virginia (1950), as amended
9. "Virginia Air Pollution Control Law" means the laws located in the Virginia Code ("Va. Code") (1950), as amended, Va. Code § 10.1-1300 *et seq.*

SECTION C: Findings of Fact and Conclusions of Law

1. Shared Hospital Services ("SHS"), owns and operates a commercial laundry ("Facility") located at 3520 Elmhurst Lane in Portsmouth, Virginia. SHS provides laundry services to regional medical institutions through an agreement.
2. On August 27, 2003, SHS was issued a State Operating Permit ("SOP") to operate boilers, dryers, an emergency generator, and a coatings spray booth under DEQ Registration No. 61279.
3. On February 6, 2008, DEQ received a "Form 7" air permit application from SHS for the construction of two new 10.5mmBTU/hr dual-fueled Hurst boilers ("Hurst boilers"), which operate using oil and natural gas, and the dryers, as well as the removal of two existing boilers and the coatings spray booth. A review of the "Form 7" air permit application by DEQ air permitting staff indicated that the installation of the new dual-fueled Hurst boilers was subject to the Regulations.
4. On May 9, 2008, DEQ compliance staff conducted a site inspection at the Facility and observed that one of the two new Hurst boilers listed in the February 6, 2008 air permit application had been installed and was operating. Reportedly, one of the old 25.1 mmBTU/hr Cleaver Brooks boilers had been removed and replaced with the new Hurst boiler beginning on April 15, 2008, and the new Hurst boiler commenced operation on May 5, 2008. SHS violated 9 VAC 5-80-1120.A of the Regulations by installing and operating one of the 10.5 mmBTU/hr Hurst dual-fueled boilers without a permit.
5. A Stationary Source Permit to Install and Operate for the installation and operation of the two new dual-fueled Hurst boilers and ten new dryers was issued to SHS by DEQ on June 10, 2008.

6. On June 12, 2008, DEQ issued SHS a Notice of Violation for the construction of the new Hurst boiler without a permit.
7. In order to resolve these violations, SHS has agreed to pay a civil charge, as required in Section D of this Order.

SECTION D: Agreement and Order

Accordingly, the Board, by virtue of the authority granted it in Va. Code §10.1-1455, orders Shared Hospital Services and Shared Hospital Services voluntarily agrees, to pay a civil charge of \$5,330.00 within 30 days of the effective date of this Order in settlement of the violations cited in this Order. Payment shall be made by check payable to the "Treasurer of Virginia," and shall be sent to:

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

Either on a transmittal letter or as a notation on the check, Shared Hospital Services shall indicate that this submission of Payment is pursuant to this Order, which shall include Shared Hospital Services Federal Identification Number.

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend the Order with the consent of Shared Hospital Services., for good cause shown by Shared Hospital Services, or on its own motion after notice and opportunity to be heard.
2. This Order only addresses and resolves those alleged violations specifically identified herein, including those matters addressed in the Notice of Violation issued to Shared Hospital Services on June 12, 2008. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility as may be authorized by law; or (3) taking subsequent action to enforce the Order. This Order shall not preclude appropriate enforcement actions by other federal, state, or local regulatory authorities for matters not addressed herein.
3. For the purposes of this Order and subsequent actions with respect to this Order, Shared Hospital Services admits the jurisdictional allegations, factual findings, and conclusions of law contained herein.
4. Shared Hospital Services consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.

5. Shared Hospital Services declares it has received fair and due process under the Administrative Process Act, Va. Code §§ 2.2-4000 *et seq.*, and the Virginia Air Pollution Control Law and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to enforce this Order.
6. Failure by Shared Hospital Services to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Shared Hospital Services shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other occurrence. Shared Hospital Services shall show that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Shared Hospital Services shall notify the TRO Regional Director in writing when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:
 - a. the reasons for the delay or noncompliance;
 - b. the projected duration of any such delay or noncompliance;
 - c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
 - d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the TRO Regional Director within 24 hours of learning of any condition above, which the parties intend to assert will result in the impossibility of compliance, shall constitute a waiver of any claim of inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto, their successors in interest, designees and assigns, jointly and severally.

10. This Order shall become effective upon execution by both the Director or his designee and Shared Hospital Services. Notwithstanding the foregoing, Shared Hospital Services agrees to be bound by any compliance date which precedes the effective date of this Order.
11. This Order shall continue in effect until the Director or Board terminates the Order in his or its sole discretion upon 30 days written notice to Shared Hospital Services. Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Shared Hospital Services from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.
12. By its signature below, Shared Hospital Services voluntarily agrees to the issuance of this Order.

And it is so ORDERED this 28th day of August, 2008.

Francis L. Daniel
Francis L. Daniel

Shared Hospital Services voluntarily agrees to the issuance of this Order.

By: Mark R. Smoyer
Date: 8-22-08

Commonwealth of Virginia

City/County of Portsmouth

The foregoing document was signed and acknowledged before me this 22 day of August, 2008, by Mark R. Smoyer, who is
(month) (name)

President / G.M. of Shared Hospital Services on behalf of Shared Hospital Services.
(title)

Bonnie M. Lester
Notary Public

My commission expires: 10-31-2009

