



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

NORTHERN REGIONAL OFFICE

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Douglas W. Domenech
Secretary of Natural Resources

David K. Paylor
Director

**STATE AIR POLLUTION CONTROL BOARD
ENFORCEMENT ACTION - ORDER BY CONSENT
ISSUED TO
INOVA HEALTH SYSTEM SERVICES
FOR
INOVA HEALTH CARE SERVICES – IT OPERATIONS
Registration No. 73363**

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code §§ 10.1-1309 and -1316, between the State Air Pollution Control Board and Inova Health System Services regarding Inova Health Care Services – IT Operations, for the purpose of resolving certain violations of the Virginia Air Pollution Control Law and the applicable permit and regulations.

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 citizens’ board of the Commonwealth of Virginia, as described in Va. Code §§ 10.1-1184 and -1301.
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, as described in Va. Code § 10.1-1185.
4. “Facility” means the Inova Health Care Services – IT Operations facility, located at 45745 Nokes Blvd., Suite 110, Dulles, VA, Virginia which is located in Loudoun County, Virginia.

5. "FCE" means a full compliance evaluation by DEQ staff.
6. "Inova" means Inova Health System Services, a corporation authorized to do business in Virginia and its affiliates, partners, and subsidiaries. Inova is a "person" within the meaning of Va. Code § 10.1-1300.
7. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 10.1-1309.
8. "NO_x" means oxides of nitrogen.
9. "NRO" means the Northern Regional Office of DEQ, located in Woodbridge, Virginia.
10. "Order" means this document, also known as a "Consent Order" or "Order by Consent," a type of Special Order under the Virginia Air Pollution Control Law.
11. "Permit" means a Minor New Source Review permit to construct and operate two Caterpillar 3512DE3B diesel generator sets, which was issued under the Virginia Air Pollution Control Law and the Regulations to Inova Health Care Services on August 15, 2006.
12. "Regulations" or "Regulations for the Control and Abatement of Air Pollution" mean 9 VAC 5 chapters 10 through 80.
13. "Va. Code" means the Code of Virginia (1950), as amended.
14. "VAC" means the Virginia Administrative Code.
15. "Virginia Air Pollution Control Law" means Chapter 13 (§ 10.1-1300 *et seq.*) of Title 10.1 of the Va. Code.
16. "VEE" means a Visible Emissions Evaluation, as determined by EPA Method 9 (*see* 40 CFR 60, Appendix A).

SECTION C: Findings of Fact and Conclusions of Law

1. Inova owns and operates the Facility in Dulles, Virginia. The Facility is an IT operations office building. The Facility is the subject of the Permit which allows Inova to construct and operate two 1500kW Caterpillar 3512DE3B diesel engine driven electrical generator sets: G1 and G2.
2. On October 26, 2011, Department staff conducted a FCE of the Facility for compliance with the requirements of the Virginia Air Pollution Control Law, the Permit, and the Regulations. Based on the evaluation and review of provided follow-up information, Department staff made the following observations:

- a. Inova failed to provide documentation to indicate that initial NO_x stack testing of G1 or G2 has occurred.
 - b. Inova failed to provide documentation to indicate that a VEE of G1 or G2 has occurred.
 - c. Inova failed to provide documentation to indicate Inova submitted the required initial notifications including: the actual date of construction; the anticipated start-up date; the actual start-up date; and the anticipated date of performance tests for G1 and G2.
3. Permit Condition 14 requires that an initial performance test be conducted on one of the diesel engine generator sets (G1 or G2) for NO_x using the emission compliance testing methods outlined at 40 CFR 60, Appendix A to demonstrate compliance with the short term emission limit in permit Condition 8. Permit Condition 14(a) states that the initial performance test is to be performed within sixty days after achieving the maximum operating rate at which the facility will operate, but in no event later than 180 days after start-up of the permitted facility.
 4. Permit Condition 15 requires that a VEE be conducted in accordance with EPA Method 9 on the remaining diesel engine-generator set not selected for initial stack testing to demonstrate compliance with the opacity limit in permit Condition 10. Permit Condition 15(d) states that the VEE shall be performed within sixty days after achieving the maximum operating rate at which the facility will be operated, but in no event later than 180 days after start-up of the permitted facility.
 5. Permit Condition 16 requires that within thirty days of the issuance of the Permit, the permittee furnish written notification to the Regional Air Compliance Manager of the DEQ - NRO of: the actual date of construction; the anticipated start-up date; the actual start-up date; and the anticipated date of performance tests for of the diesel engine-generator sets.
 6. On November 28, 2011, based on the FCE and review of Facility files, the Department issued a Notice of Violation to Inova for the violations described in paragraphs C(2) through C(5), above.
 7. On December 19, 2011, Inova submitted a written response to the NOV and the contract for the NO_x and VEE testing.
 8. On January 20, 2012, Inova submitted a draft testing protocol, which was approved by DEQ on February 3, 2012.
 9. On March 5, 2012 and March 6, 2012, Inova conducted the initial NO_x stack testing and VEE on G1 and G2.

10. On March 26, 2012, Inova submitted to DEQ the testing report, which was approved by DEQ on March 28, 2012.
11. Based on the results of the October 26, 2011, evaluation and the documentation submitted on December 19, 2011, the Board concludes that Inova has violated Permit Conditions 14, 15, and 16 as described in paragraphs C(3) through C(5) above.

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code §§ 10.1-1309 and -1316, the Board orders Inova Health System Services, and Inova Health System Services agrees to pay a civil charge of \$19,577.30 within 30 days of the effective date of the Order in settlement of the violations cited in this Order.

Payment shall be made by check, certified check, money order or cashier's check payable to the "Treasurer of Virginia," and delivered to:

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

Inova Health System Services shall include its Federal Employer Identification Number (FEIN) with the civil charge payment and shall indicate that the payment is being made in accordance with the requirements of this Order for deposit into the Virginia Environmental Emergency Response Fund (VEERF).

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend this Order with the consent of Inova for good cause shown by Inova, or on its own motion pursuant to the Administrative Process Act, Va. Code § 2.2-4000 *et seq.*, after notice and opportunity to be heard.
2. This Order addresses and resolves only those violations specifically identified in Section C of this Order. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility; or (3) taking subsequent action to enforce the Order.
3. For purposes of this Order and subsequent actions with respect to this Order only, Inova admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.

4. Inova 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. Inova declares it has received fair and due process under the Administrative Process Act 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 modify, rewrite, amend, or enforce this Order.
6. Failure by Inova 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. Inova shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other unforeseeable circumstances beyond its control and not due to a lack of good faith or diligence on its part. Inova shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Inova shall notify the DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:
 - a. the reasons for the delay or noncompliance;
 - b. the projected duration of any such delay or noncompliance;
 - c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
 - d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

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

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

10. This Order shall become effective upon execution by both the Director or his designee and Inova. Nevertheless, Inova 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 his designee terminates the Order after Inova has completed all of the requirements of the Order;
 - Inova petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or
 - the Director or Board terminates the Order in his or its sole discretion upon 30 days' written notice to Inova.

Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Inova from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. Any plans, reports, schedules or specifications attached hereto or submitted by Inova and approved by the Department pursuant to this Order are incorporated into this Order. Any non-compliance with such approved documents shall be considered a violation of this Order.
13. The undersigned representative of Inova certifies that he or she is a responsible official authorized to enter into the terms and conditions of this Order and to execute and legally bind Inova to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Inova.
14. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.
15. By its signature below, Inova voluntarily agrees to the issuance of this Order.

And it is so ORDERED this 24th day of April, 2012.



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

Inova Health System Services voluntarily agrees to the issuance of this Order.

Date: 4-3-12 By: Geoffrey Brown, SVP/CEO
(Person) (Title)
Inova Health System Services

Commonwealth of Virginia
City/County of FAIRFAX

The foregoing document was signed and acknowledged before me this 3rd day of
April, 2012, by Geoffrey Brown who is
SVP, CEO of Inova Health System Services, on behalf of the company.

Patricia Barr Thompson
Notary Public

126310
Registration No.

My commission expires: March 31, 2016
Notary seal:

