



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

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REGIONAL HEARING CLERK
SEA REGION III, PHILA. PA

September 20, 2017

Via UPS Overnight

Robert Yoncuski
B&V Environmental Services
1035 Treverton Road
Coal Township, PA 17886

Re: In the Matter of B&V Environmental Services
CAA-03-2017-0182 Consent Agreement and Final Order

Dear Mr. Yoncuski:

Enclosed please find a copy of the fully executed Consent Agreement and Final Order (“CAFO”) for this matter which was filed today. As stated in Paragraph 76 of the CAFO, your “civil penalty amount shall become due and payable immediately upon (your) receipt of a true and correct copy of this CAFO.” Please see Section IV (Civil Penalty) of the CAFO for specific payment terms and provisions.

If you have any questions you may contact me at (215) 814-2474.

Sincerely,

Donzetta' W. Thomas
Senior Assistant Regional Counsel

Enclosure: CAFO
cc: Regional Hearing Clerk



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
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1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

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REGIONAL HEARING CLEAN
EPA REGION III PHILA. PA

MEMORANDUM

SUBJECT: Consent Agreement and Final Order
B&V Environmental Services
Docket No. CAA-03-2017-0182

FROM: Mary B. Coe
Regional Counsel (3RC00)

Catherine A. Libertz, Acting Director
Land and Chemicals Division (3LC00)

TO: Joseph J. Lisa
Regional Judicial Officer (3RC00)

The attached Consent Agreement and Final Order (“CAFO”) have been negotiated pursuant to Section 113(d) of the Clean Air Act (“CAA”), 42 U.S.C. § 7413(d), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (“Consolidated Rules”), 40 C.F.R. Part 22, specifically including 40 C.F.R. §§ 22.13(b) and .18(b)(2) and (3).

The CAFO resolves violations of the National Emission Standard for Asbestos (“the asbestos NESHAP”), promulgated pursuant to CAA §§ 112 and 114, 42 U.S.C. §§ 7412 and 7414, and codified at 40 C.F.R Part 61, Subpart M, §§ 61.140 - 61.157, by B&V Environmental Services (“Respondent”) during a renovation at Heritage Lanes, 134-136 South 3rd Street, Easton, PA (the “Facility”).

This settlement and the proposed civil penalty are based upon EPA’s consideration of a number of factors, including, but not limited to, the statutory factors set forth in Section 113(e) of the CAA, 42 U.S.C. § 7413(e); EPA’s Clean Air Act Stationary Source Civil Penalty Policy, dated October 25, 1991; Appendix III to the Clean Air Act Stationary Source Civil Penalty Policy, entitled Asbestos Demolition and Renovation Civil Penalty Policy, revised May 5, 1992; and the July 27, 2016 memorandum by EPA Assistant Administrator Cynthia Giles, entitled *Amendments to the U.S. Environmental Protection Agency’s Civil Penalty Policies to Account for Inflation (Effective August 1, 2016)*.

We recommend that you sign the enclosed Final Order assessing FIFTEEN THOUSAND DOLLARS (\$15,000.00) in civil penalties against Respondent and return it to Donzetta W. Thomas, Office of Regional Counsel, (215) 814-2474, for further processing.

Enclosure

cc: Robert Yoncuski, Owner
B&V Environmental Services
1035 Treverton Road
Coal Township, PA 17886
bvyochy@ptd.net

BEFORE THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION III

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REGIONAL HEARING CLERK
EPA REGION III PHILA. PA

In the Matter of:)
)
B&V Environmental Services)
1035 Treverton Road)
Coal Township, PA 17886)
)
Respondent,)
)

Docket No.: CAA-03-2017-0182

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" or "EPA") and B&V Environmental Services ("Respondent"), pursuant to Section 113(d) of the Clean Air Act (the "CAA" or "Act"), 42 U.S.C. § 7413(d), and 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 (with specific reference to 40 C.F.R. §§ 22.13(b), 22.18(b)(2), and (3)).

2. This Consent Agreement and the attached Final Order, hereinafter collectively referred to as the "CAFO," resolve the violations EPA alleges of Section 112 of the Act, 42 U.S.C. § 7412, and regulations promulgated thereunder at 40 C.F.R. Part 61, Subpart M, by the Respondent during the renovation at Heritage Lanes, 134-136 South 3rd Street, Easton, Pennsylvania (the "Facility"), which occurred from at least August 8, 2016 to August 25, 2016.

3. In accordance with 40 C.F.R. §§ 22.13(b), 22.18(b)(2), and (3), Complainant hereby simultaneously commences and resolves, as part of the settlement set forth herein, the civil claims EPA has alleged in Section III ("Findings of Fact and Conclusions of Law") of this Consent Agreement.

II. GENERAL PROVISIONS

4. The settlement agreed to by the parties in this Consent Agreement reflects the desire of the parties to resolve this matter without litigation.
5. The Respondent consents to the issuance of this CAFO and agrees to comply with its terms and conditions.
6. For purposes of this proceeding only, the Respondent admits the jurisdictional allegations set forth in this CAFO.
7. Except as provided in Paragraph 6 of this Consent Agreement, for purposes of this proceeding, the Respondent neither admits nor denies the factual allegations and legal conclusions set forth in this Consent Agreement.
8. The 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.
9. For purposes of this proceeding only, the 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.
10. Each Party to this Consent Agreement shall bear its own costs and attorney's fees in connection with this proceeding.
11. The Respondent, by signing this Consent Agreement, certifies, to the best of its knowledge, to EPA that Respondent, as of the date of this Consent Agreement, is in compliance with the provisions of Section 112 of the Act, 42 U.S.C. § 7412, and the regulations promulgated thereunder, the National Emission Standards for Hazardous Air Pollutants for asbestos ("Asbestos NESHAP") at 40 C.F.R. Part 61, Subpart M.
12. This Consent Agreement and the accompanying Final Order shall apply to and be binding upon EPA, the Respondent and Respondent's directors, officers, successors and assigns.
13. This CAFO shall not relieve Respondent of its obligation to comply with all applicable provisions of federal, state or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state or local permit, nor

does this CAFO constitute a waiver, suspension or modification of the requirements of Section 112 of the Act, 42 U.S.C. § 7412, and the Asbestos NESHAP.

14. The Respondent is aware that the submission of false or misleading information to the United States government may subject the 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 the 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.

III. FINDINGS OF FACT AND CONCLUSIONS OF LAW

15. In accordance with 40 C.F.R. §§ 22.13(b), 22.18(b)(2) and (3), Complainant alleges and adopts the Findings of Fact and Conclusions of Law set forth immediately below.

16. The Asbestos NESHAP was promulgated under Section 112 as it existed prior to the amendment of the Clean Air Act in November 1990, but continues to be valid and enforceable pursuant to Section 112(q) of the amended Clean Air Act, 42 U.S.C. § 7412(q).

17. Pursuant to 40 C.F.R. § 61.141, "asbestos" means the asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite.

18. Pursuant to 40 C.F.R. § 61.141, "Asbestos-containing waste materials" or "ACM" means mill tailings or any waste that contains commercial asbestos and is generated by a source subject to the provisions of this subpart.

19. Pursuant to 40 C.F.R. § 61.141, "Regulated asbestos-containing material" or "RACM" means (a) Friable asbestos material, (b) Category I nonfriable ACM that has become friable, (c) Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this subpart.

20. Pursuant to 40 C.F.R. § 61.141, "Renovation" means altering a facility or one or more facility components in any way, including the stripping or removal of RACM from a facility component.

21. Respondent is a corporation organized under the laws of the Commonwealth of Pennsylvania.
22. The Respondent is a "person" as defined in Section 302(e) of the CAA, 42 U.S.C. § 7602(e), and within the meaning of Section 113(d) of the CAA, 42 U.S.C. § 7413(d).
23. Pursuant to 40 C.F.R. § 61.141, "Owner or operator of a demolition or renovation activity" means any person who owns, leases, operates, controls, or supervises the facility being demolished or renovated or any person who owns, leases, operates, controls, or supervises the demolition or renovation operation, or both.
24. At all times relevant to the applicable violations alleged herein, Respondent was the operator of the Facility.
25. On July 28, 2016, EPA received from Respondent an "Asbestos Abatement and Demolition/Renovation Notification Form (Asbestos Notification)" indicating Respondent's intent to remove 325 linear feet of friable pipe insulation, 2,000 square feet of nonfriable-1 floor tile and 1,930 square feet of nonfriable-1 roof flashing from the Facility beginning on August 8, 2016 through August 18, 2016.
26. On August 16, 2016, an Inspector ("Inspector") conducted a Compliance Evaluation Inspection of the Facility ("Inspection"), pursuant to Section 114 of CAA, 42 U.S.C. § 7414.
27. EPA conducted the Inspection to assess the Facility's compliance with the Asbestos NESHAP.
28. During the Inspection, the Inspector observed a crew bagging floor tile that was broken as well as minor debris and black mastic throughout the first floor of the Facility.
29. In addition, the Inspector observed pipe insulation around the entire perimeter of the parking garage which was scheduled to be removed later that week.
30. On August 19, 2016, the Inspector conducted a second inspection of the Facility ("Follow-Up Inspection") to determine the condition and status of the pipe insulation observed during the Inspection.
31. During the Follow-Up Inspection, the Inspector observed large amounts of pipe insulation debris on the ground and on pipes which was dry with no evidence of

moisture found, the Inspector took pictures and collected six (6) samples from the debris piles in the parking garage which included five (5) from the pipe insulation debris piles and one (1) from the fitting insulation debris pile.

32. After leaving the Facility on August 19, 2016, and immediately following the Follow-Up Inspection, the Inspector inspected Respondent's office located at 1035 Treverton Road, Coal Township, Pennsylvania ("Office Inspection") to inspect the pipe insulation which had been transported there from the Facility.

33. During the Office Inspection, the Inspector inspected a box truck which contained approximately 20-25 bags of dry pipe insulation debris which were not gloved bagged, dusty and totally dry.

34. The Inspector took pictures and randomly chose five (5) bags from the truck to sample. The samples included four bags of pipe insulation debris and one bag of fitting insulation debris.

35. The Inspector sent the six samples from the Follow-up Inspection and the five samples from the Office Inspection to a certified laboratory, Criterion Laboratories, Inc. ("Criterion"), for analysis to determine the percentage of asbestos in each sample.

36. Using an approved methodology, Criterion analyzed the samples collected during the Follow-Up Inspection and Office Inspection.

37. Analysis of the six samples taken during the Follow-Up Inspection showed that the five samples from the pipe insulation debris contained between 25 – 50 percent chrysotile and the pipe fitting insulation debris contained 40 percent chrysotile.

38. Analysis of the five samples taken during the Office Inspection showed that the four samples of pipe insulation debris contained between 40 – 55 percent chrysotile and the one sample from the pipe fitting insulation debris contained 40 percent chrysotile.

39. Because the pipe insulation debris and the pipe fitting insulation debris from both the Follow-Up Inspection and Office Inspection contained more than one (1) percent asbestos, the material was ACM.

40. On August 22, 2016, EPA received from Respondent a revision to its Asbestos Notification indicating Respondent intent to extend the asbestos abatement work until August 25, 2016.

41. On August 25, 2016, the Inspector conducted a third inspection of the Facility ("2nd Follow-Up Inspection") to determine the condition and status of the pipe insulation observed during the Follow-Up Inspection.
42. During the 2nd Follow-Up Inspection, the Inspector again observed dry pipe insulation debris around the perimeter of the garage and under pipes. The Inspector took pictures and collected four samples of the dry material. The samples included, three bags of pipe insulation debris and one bag of fitting insulation debris.
43. The Inspector sent the four samples from the 2nd Follow-Up Inspection to Criterion for analysis to determine the percentage of asbestos in each sample.
44. Using an approved methodology, Criterion analyzed the samples collected during the 2nd Follow-Up Inspection.
45. Analysis of the samples taken during the 2nd Follow-Up Inspection showed that all three samples from the pipe insulation debris contained 85 percent chrysotile and the pipe fitting insulation debris contained 90 percent chrysotile.
46. Because both the pipe insulation and the pipe fitting insulation debris contained more than one (1) percent asbestos, the material was ACM.
47. On October 15, 2016, the Inspector conducted a fourth inspection of the Facility ("Final Inspection") to determine if ACM debris observed during the 2nd Follow-Up Inspection had been removed.
48. During the Final Inspection, no further ACM was observed in the parking garage.
49. Because the pipe insulation and the pipe fitting insulation debris sampled during the Follow-Up Inspection, Office Inspection and/or 2nd Follow-Up Inspection all contained either friable asbestos material or Category II nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by the asbestos NESHAP, the material was RACM.
50. During the Inspection, Follow-Up Inspection, 2nd Follow-Up Inspection and Final Inspection, the Inspector did not observe that any load-supporting structural members had been wrecked or taken out so the Respondent's operations at the Facility were not a demolition.

51. Pursuant to 40 C.F.R. § 61.145(a), all of the requirements of paragraphs (b) and (c) of 40 C.F.R. § 61.145 apply to the owner or operator of a renovation activity if the combined amount of a facility's RACM to be stripped, removed, dislodged, cut, drilled, or similarly disturbed is at least 80 linear meters (260 linear feet) on pipes or at least 15 square meters (160 square feet) on other facility components.

52. Based on the Inspector's observations during the Inspection, Follow-Up Inspection, 2nd Follow-Up Inspection and Final Inspection, the Respondent was engaged in the renovation of the Facility.

53. The renovation included the removal from the Facility of more than 80 linear meters (260 linear feet) on pipes (including pipe fittings).

54. Because renovations at the Facility involved removing more than 80 linear meters (260 linear feet) of RACM on pipes (including pipe fittings), pursuant to 40 C.F.R. § 61.145(a)(4)(i), all of the requirements of paragraphs (b) and (c) of 40 C.F.R. § 61.145 apply to the subject renovation.

55. The Respondent did not obtain prior written approval from the Administrator allowing it to avoid wetting the RACM stripped from components in the Facility as permitted by 40 C.F.R. § 61.145(c)(3)(i).

56. The RACM viewed during the Follow-up Inspection, Office Inspection and 2nd Follow-Up Inspection did not have any indication that it had been adequately wetted when it was stripped from components in the Facility that would remain as part of the Facility.

Count I

(Failure to Include Required Information Meeting the Notification Requirements)

57. Paragraphs 1 through 56 of this Consent Agreement are incorporated by reference as if fully set forth herein.

58. Pursuant to 40 C.F.R. § 61.145(b)(4), each owner and operator of a renovation activity to which 40 C.F.R. § 61.145 applies must provide EPA with prior written notice of their intention to renovate.

59. Pursuant to 40 C.F.R. § 61.145(b)(4)(ii), Respondent was required to include information identifying the name, address and telephone number of both the facility owner and operator and the asbestos removal contractor owner or operator.
60. Pursuant to 40 C.F.R. § 61.145(b)(4)(xii), Respondent was required to include information identifying the name and location of the waste disposal site where the ACM will be disposed.
61. Respondent failed to include accurate information identifying the name, address and telephone number of the facility owner.
62. Respondent failed to include accurate information identifying the name and location of the waste disposal site where the ACM (pipe and pipe fitting insulation debris) would be disposed.
63. The Respondent violated 40 C.F.R. § 61.145(b) by failing to include the required information in its written notice to EPA.
64. The Respondent's failure to comply with the requirements of 40 C.F.R. § 61.145(b) constitutes a violation of Section 112 of the CAA, 42 U.S.C. § 7412.

Count II

(Failure to Adequately Wet Asbestos During Removal)

65. Paragraphs 1 through 64 of this Consent Agreement are incorporated by reference as if fully set forth herein.
66. Pursuant to 40 C.F.R. § 61.145(c)(3), when RACM is stripped from a component at a facility and the component remains in place in the facility, each owner and operator of such renovation activity must adequately wet all RACM during the stripping operation.
67. The Respondent did not adequately wet the RACM as it was removed from the pipes and pipe fitting insulation.
68. Because the RACM was not adequately wetted as it was removed, the Respondent violated 40 C.F.R. § 61.145(c)(3).
69. The Respondent's failure to comply with the requirements of 40 C.F.R. § 61.145(c)(3) constitutes a violation of Section 112 of the CAA, 42 U.S.C. § 7412.

Count III

(Failure to Adequately Wet Asbestos Prior to Disposal)

70. Paragraphs 1 through 69 of this Consent Agreement are incorporated by reference as if fully set forth herein.
71. Pursuant to 40 C.F.R. § 61.145(c)(6)(i), each owner and operator of a renovation activity must adequately wet all RACM, including material that has been removed or stripped, and ensure that the RACM remains wet until collected and contained or treated in preparation for disposal.
72. The Respondent did not adequately wet the RACM after it was removed and ensure that the RACM remained wet until collected and contained or treated in preparation for disposal.
73. Because the RACM was not adequately wetted as it was removed ensuring that the RACM remained wet until collected and contained or treated in preparation for disposal, the Respondent has violated 40 C.F.R. § 61.145(c)(6)(i).
74. The Respondent's failure to comply with the requirements of 40 C.F.R. § 61.145(c)(6)(i) constitutes a violation of Section 112 of the CAA, 42 U.S.C. § 7412.

IV. CIVIL PENALTY

75. Section 113(d) of the CAA, 42 U.S.C. § 7413(d), authorizes the Administrator of EPA to assess a penalty not to exceed \$25,000 per day per of violation and not to exceed \$200,000 per administrative enforcement action. Pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990, Pub. L. 101-410, as amended, and its implementing regulation, the *Adjustment of Civil Monetary Penalties for Inflation Rule*, codified at 40 C.F.R. Part 19, EPA has subsequently raised the maximum civil penalty not to exceed \$37,500 per day per of violation and not to exceed 320,000 per administrative enforcement action for violations that occurred after December 6, 2013 through November 2, 2015.
76. In settlement of the violations here alleged, the Respondent consents to the assessment of a civil penalty of **fifteen thousand dollars (\$15,000)**, which Respondent agrees to pay in accordance with the terms set forth below. Such civil penalty amount shall become due and payable immediately upon receipt by Respondent of a true and correct copy of the fully-executed and filed 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 the Respondent.

77. The aforesaid settlement amount is based upon EPA's consideration of a number of factors, including, but not limited to, the statutory factors set forth in Section 113(e) of the CAA, 42 U.S.C. § 7413(e); EPA's *Clean Air Act Stationary Source Civil Penalty Policy*, dated October 25, 1991; and Appendix III to the *Clean Air Act Stationary Source Civil Penalty Policy*, entitled *Asbestos Demolition and Renovation Civil Penalty Policy*, revised May 5, 1992; and adjustments for inflation pursuant to 40 C.F.R. Part 19.

78. Interest on the Penalty:

a. 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 as specified in this Consent Agreement and attached Final Order shall result in the assessment of late payment charges including, interest, penalties and/or administrative costs of handling delinquent debts.

b. Interest on the civil penalty assessed in this CAFO will begin to accrue on the date that a true and correct 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).

c. The costs of EPA's administrative handling of overdue debts will be charged and assessed monthly throughout the period a 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 additional \$15.00 for each subsequent thirty (30) days the penalty remains unpaid.

d. A late payment penalty of six percent (6%) per year will be assessed monthly on any portion of the civil penalty that 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).

79. Respondent agrees not to deduct for civil taxation purposes the civil penalty paid pursuant to this CAFO.

80. Payment of the civil penalty amount required under the terms of Paragraph 76, above, shall be made as follows:

- a. All payments by Respondent shall reference Respondent's name and address, and the Docket Number of this action. CAA-03-2017-0182;
- 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: Heather Russell (513-487-2044)

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

US Environmental Protection Agency
Government Lockbox 979077
1005 Convention Plaza
SL-MO-C2-GL
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:

U.S. EPA
Cincinnati Finance Center
26 W. Martin Luther King Drive, MS-002

Cincinnati, OH 45268-0001

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

Federal Reserve Bank of New York
ABA = 021030004
Account No. = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, NY 10045

Field Tag 4200 of the Fedwire message should read:
D 68010727 Environmental Protection Agency

- g. 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 No.: 310006, Environmental Protection Agency
CTX Format Transaction Code 22 - Checking

Physical location of U.S. Treasury facility:
5700 Rivertech Court
Riverdale, MD 20737
Contact: Randolph Maxwell 202-874-3720
or REX, 1-866-234-5681

- h. On-Line Payment Option for credit and debit card payments:

WWW.PAY.GOV

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

- i. Additional payment guidance is available at:

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

81. At the same time that any payment is made, Respondent shall mail copies of any corresponding check, or provide written notification confirming any electronic wire transfer, automated clearinghouse or online payment to the following addresses:

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

and

Donzetta Thomas
Sr. Asst. Regional Counsel (3RC50)
U.S. EPA, Region III
1650 Arch Street
Philadelphia, PA 19103-2029

V. EFFECT OF SETTLEMENT

82. This CAFO constitutes a settlement by EPA of all of its claims for civil penalties pursuant to Section 113, 42 U.S.C. § 7413, for the violations alleged in this Consent Agreement. 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. RESERVATION OF RIGHTS

83. This Consent Agreement and the accompanying Final Order resolve EPA's claims for civil monetary penalties for the violations alleged in Section III ("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 that EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. EPA reserves any rights and remedies available to it under the CAA, the regulations promulgated thereunder, and any other federal laws or regulations for which EPA has jurisdiction, to enforce the provisions of this CAFO, following its filing with the Regional Hearing Clerk. In addition, this settlement is subject to all limitations on the scope of resolution and to the reservation of rights set forth in 40 C.F.R. § 22.18(c).

VII. AUTHORITY TO BIND THE PARTIES

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

VIII. EFFECTIVE DATE

85. 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, and the Consent Agreement are filed with the EPA Regional Hearing Clerk pursuant to the *Consolidated Rules of Practice*.

IX. ENTIRE AGREEMENT

86. 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.

For Respondent:

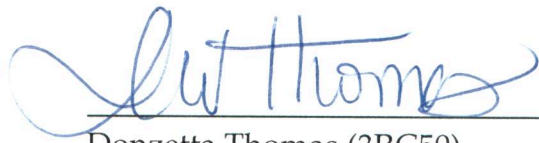
Date: 7-24-17



Robert Yoncuski, Owner
B&V Environmental Services

For Complainant:

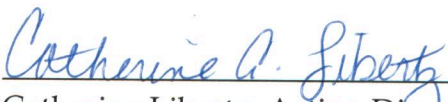
Date: 8/9/17



Donzetta Thomas (3RC50)
Senior Assistant Regional Counsel

After reviewing the foregoing Consent Agreement and other pertinent information, I hereby recommend that the Regional Administrator, or his designee, the Regional Judicial Officer, issue the attached Final Order.

Date: 9-16-17



Catherine Libertz, Acting Director
Land and Chemicals Division
U.S. EPA Region III

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

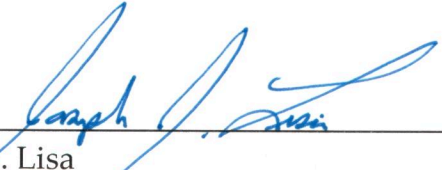
In the Matter of:)
)
B&V Environmental Services)
1035 Treverton Road) Docket No.: CAA-03-2017-0182
Coal Township, PA 17886)
)
Respondent,)
)

FINAL ORDER

Complainant, the Director of the Land and Chemicals Division, U.S. Environmental Protection Agency - Region III, and the above-captioned 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*, 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 40 C.F.R. § 22.18(b)(3) and Section 113(d) of the Clean Air Act ("CAA"), 42 U.S.C. § 7413(d), and having determined, based on the representation in the attached Consent Agreement, that the civil penalty agreed to therein was based upon a consideration of the factors set forth in the statutory factors set forth in Section 113(e) of the CAA, 42 U.S.C. § 7413(e); EPA's *Clean Air Act Stationary Source Civil Penalty Policy*, dated October 25, 1991; and Appendix III to the *Clean Air Act Stationary Source Civil Penalty Policy*, entitled *Asbestos Demolition and Renovation Civil Penalty Policy*, revised May 5, 1992, IT IS HEREBY ORDERED that Respondent pay a civil penalty of **fifteen thousand dollars (\$15,000)** in accordance with the payment provisions set forth in the attached Consent Agreement and comply with each of the additional terms and conditions as specified in the attached Consent Agreement. The effective date of the foregoing Consent Agreement and this FINAL ORDER is the date on which the Consent Agreement and this FINAL ORDER are filed with the EPA Regional Hearing Clerk.

Date: Sept. 19, 2017



Joseph J. Lisa
Regional Judicial Officer
U.S. EPA, Region III

CERTIFICATE OF SERVICE

I certify that the foregoing CONSENT AGREEMENT AND FINAL ORDER in the above referenced matter was sent this day in the following manner to the below addressees.

Original and One Copy by Hand-Delivery:

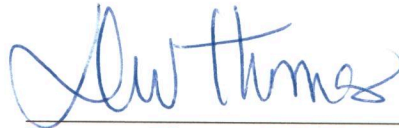
Lydia Guy,
Regional Hearing Clerk

Copy by UPS Overnight Delivery:

Robert Yoncuski
B&V Environmental Services
1035 Treverton Road
Coal Township, PA 17886

9/20/17

Date



Donzetta Thomas (3RC50)
Senior Assistant Regional Counsel
U.S. EPA, Region III