

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 3  
Philadelphia, Pennsylvania 19103

**FILED**

**Jun 04, 2025**

**3:53 pm**

**U.S. EPA REGION 3  
HEARING CLERK**

In the Matter of: :  
: :  
Valcourt Exterior Building Services of : U.S. EPA Docket No. CAA-03-2025-0040  
NJ, LLC : :  
1300 Rike Drive : Proceeding under Section 113 of the Clean Air  
Millstone, NJ 08535 : Act, 42 U.S.C. § 7413  
: :  
& : :  
: :  
FirstService Residential MidAtlantic, : :  
LLC : :  
400 Campus Drive, Suite 101 : :  
Collegeville, PA 19426 : :  
: :  
Respondents.

Contemporary Villages Condominium  
100 East Glenolden Avenue  
Glenolden, PA 19036

Facility.

**CONSENT AGREEMENT**

**PRELIMINARY STATEMENT**

1. This Consent Agreement is entered into by the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region 3 ("Complainant") and Valcourt Exterior Building Services of NJ, LLC ("Valcourt") and FirstService Residential MidAtlantic, LLC ("FirstService") (collectively, "Respondents") (collectively the "Parties"), pursuant to Section 112, 42 U.S.C. § 7412, 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. The Clean Air Act authorizes the Administrator of the U.S. Environmental Protection Agency to assess penalties and undertake other actions required by this Consent Agreement. The Administrator has delegated this authority to the Regional Administrator who, in turn, has delegated the authority to enter into agreements concerning administrative penalties to the Complainant. This Consent Agreement and the attached Final Order (hereinafter jointly referred to as the "Consent Agreement and Final Order") resolve Complainant's civil penalty claims against

Respondents under the Clean Air Act (“CAA” or the “Act”) for the violations alleged herein.

2. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant hereby simultaneously commences and resolves this administrative proceeding.

### **JURISDICTION**

3. The U.S. Environmental Protection Agency (“EPA”) has jurisdiction over the above-captioned matter, as described in Paragraph 1, above.
4. The Consolidated Rules of Practice govern this administrative adjudicatory proceeding pursuant to 40 C.F.R. § 22.1(a)(2).

### **GENERAL PROVISIONS**

5. For purposes of this proceeding only, Respondents admit the jurisdictional allegations set forth in this Consent Agreement and Final Order.
6. Except as provided in Paragraph 5, above, Respondents neither admit nor deny the specific factual allegations set forth in this Consent Agreement.
7. Respondents agree not to contest the jurisdiction of the EPA with respect to the execution of this Consent Agreement, the issuance of the attached Final Order, or the enforcement of this Consent Agreement and Final Order.
8. For purposes of this proceeding only, Respondents hereby expressly waive their right to contest the allegations set forth in this Consent Agreement and Final Order and waive their right to appeal the accompanying Final Order.
9. Respondents consent to the assessment of the civil penalty stated herein, to the issuance of any specified compliance order herein, and to any conditions specified herein.
10. Respondents shall bear their own costs and attorney’s fees in connection with this proceeding.
11. Pursuant to Section 113(d)(1) of the CAA, 42 U.S.C. § 7413(d)(1), the Administrator and the Attorney General, each through their respective delegates, have jointly determined that this administrative penalty action is appropriate.

12. By signing this Consent Agreement, Respondents waive any rights or defenses that Respondents have or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waive any right to challenge the lawfulness of the Final Order accompanying the Consent Agreement.

#### **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

13. 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.
14. Section 112 of the CAA, 42 U.S.C. § 7412, requires the Administrator of the EPA to publish a list of air pollutants determined to be hazardous and to promulgate regulations establishing emission standards or, where necessary, design, equipment, work practice, or operational standards for each listed hazardous air pollutant.
15. Section 114 of the CAA, 42 U.S.C. § 7414, authorizes the Administrator of the EPA to require any person who owns or operates any emission source or who is otherwise subject to the requirements of the CAA to, among other things, establish and maintain such records, make such reports and provide such information as the Administrator might reasonably require to develop or determine compliance with emission standards.
16. The EPA listed asbestos as a hazardous air pollutant under the authority of Section 112 of the CAA, 42 U.S.C. § 7412. Pursuant to Sections 112 and 114 of the CAA, 42 U.S.C. §§ 7412 and 7414, the EPA promulgated a National Emission Standard for Asbestos, codified at 40 C.F.R. Part 61, Subpart M, §§ 61.140 - 61.156 (the "Asbestos NESHAP"). The Asbestos NESHAP includes regulations governing, inter alia, the emission, handling, and disposal of asbestos by the owners or operators of a demolition or renovation activity at an affected facility. Pursuant to Section 112(q) of the CAA, 42 U.S.C. § 7412(q), the above referenced standards and provisions remain in full force and effect, notwithstanding the November 15, 1990 CAA Amendments.
17. Pursuant to 40 C.F.R. § 61.141, "adequately wet" means sufficiently mix or penetrate with liquid to prevent the release of particulates. If visible emissions are observed coming from asbestos-containing material, then that material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wet.
18. Pursuant to 40 C.F.R. § 61.141, "asbestos" means the asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite.

19. Pursuant to 40 C.F.R. § 61.141, "asbestos-containing waste materials" means mill tailings or any waste that contains commercial asbestos and is generated by a source subject to the provisions of this subpart. This term includes filters from control devices, friable asbestos waste material, and bags or other similar packaging contaminated with commercial asbestos. As applied to demolition and renovation operations, this term also includes regulated asbestos-containing material waste and materials contaminated with asbestos including disposable equipment and clothing.
20. Pursuant to 40 C.F.R. § 61.141, "Category I nonfriable asbestos-containing material ('ACM')” means asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in Appendix E, Subpart E, 40 C.F.R. Part 763, Section 1, Polarized Light Microscopy.
21. Pursuant to 40 C.F.R. § 61.141, "facility" means, in pertinent part, any institutional, commercial, public, industrial, or residential structure, installation, or building.
22. Pursuant to 40 C.F.R. § 61.141, "facility component" means any part of a facility, including equipment.
23. Pursuant to 40 C.F.R. § 61.141, "friable asbestos material", means, in pertinent part, any material containing more than 1 percent asbestos as determined using the method specified in Appendix E, Subpart E, 40 C.F.R. Part 763, Section 1, Polarized Light Microscopy, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than 10 percent as determined by a method other than point counting by polarized light microscopy, verify the asbestos content by point counting using polarized light microscopy.
24. 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 a demolition or renovation operation, or both.
25. Pursuant to 40 C.F.R. § 61.141, "regulated asbestos-containing material ("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.

26. Pursuant to 40 C.F.R. § 61.141, “remove” means to take out RACM or facility components that contain or are covered with RACM from any facility.
27. 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 regulated asbestos containing material from a facility component.
28. Pursuant to 40 C.F.R. § 61.141, “strip” means to take off RACM from any part of a facility or facility components.
29. Section 302(e) of the CAA, 42 U.S.C. § 7602(e), defines “person” to include “an individual, corporation, partnership, (or) association.”
30. Under the Asbestos NESHAP, certain inspection, notification, work practice, and waste disposal requirements at 40 C.F.R. §§ 61.145(a)-(c), and 61.150 apply to each owner or operator of a demolition or renovation activity at a regulated facility when the combined amount of RACM to be stripped, removed, dislodged, cut, drilled, or similarly disturbed meets or exceeds the regulatory threshold amount of at least 80 linear meters (260 linear feet) on pipes, at least 15 square meters (160 square feet) on other facility components, or at least 1 cubic meter (35 cubic feet) off facility components where the length or area could not be measured previously (hereinafter, this 260/160/35 foot regulatory threshold amount is referred to as the “Threshold Quantity”). See 40 C.F.R. § 61.145(a)(4).
31. Pursuant to the Asbestos NESHAP at 40 C.F.R. §§ 61.145(a) and (b), for planned renovation operations involving at least the Threshold Quantity of RACM, an owner or operator of a demolition or renovation activity must provide prior written notice of intention to demolish or renovate. For such planned renovation operations, 40 C.F.R. §§ 61.145(a)(4) and (b)(3) require that the prior written notification be submitted to the EPA at least ten (10) working days before asbestos stripping or removal work or any other activity begins (such as site preparation that would break up, dislodge or similarly disturb asbestos material).
32. Pursuant to the Asbestos NESHAP at 40 C.F.R. § 61.145(c)(6)(i), for scheduled demolition and renovation operations at a facility involving at least the Threshold Quantity of RACM, each owner or operator of a demolition or renovation activity must adequately wet all RACM, including material that has been removed or stripped, and ensure that it remains wet until collected and contained or treated in preparation for disposal in accordance with 40 C.F.R. § 61.150.
33. Pursuant to the Asbestos NESHAP at 40 C.F.R. § 61.145(c)(8), “no RACM shall be stripped, removed, or otherwise handled or disturbed at a facility regulated by this

section unless at least one on-site representative, such as a foreman or management-level person or other authorized representative, trained in the provisions of this regulation and the means of complying with them, is present.”

34. Valcourt is a Limited Liability Corporation incorporated under the laws of the Commonwealth of Virginia, with a business address of 1300 Rike Drive, Millstone, New Jersey 08535. Valcourt is registered to do business in the Commonwealth of Pennsylvania.
35. Valcourt is a “person” within the meaning Section 302(e) of the Act, 42 U.S.C. § 7602(e).
36. FirstService is a Limited Liability Corporation incorporated in the State of New Jersey with its principal place of business at 21 Christopher Way, Eatontown, NJ. FirstService is registered to do business in the Commonwealth of Pennsylvania.
37. FirstService is a “person” within the meaning Section 302(e) of the Act, 42 U.S.C. § 7602(e).
38. The Contemporary Villages Condominiums, located at 100 E. Glenolden Avenue, Glenolden, Pennsylvania 19036 (“Facility”), is a “facility” within the meaning of 40 C.F.R. § 61.141.
39. At all times relevant to the violations alleged herein, FirstService managed, operated, controlled, or supervised the Facility at which the renovation was being conducted.
40. On July 20, 2022, a duly authorized representative of the EPA (“EPA Inspector”) conducted an inspection of the Facility. The purpose of this Inspection was to verify compliance with the Asbestos NESHAP.
41. At the time of the July 20, 2022 Inspection, asbestos demolition, renovation and removal activities were being conducted on several balconies at the Facility by Valcourt (“Renovation”).
42. The Renovation described above is a “renovation” within the meaning of 40 C.F.R. § 61.141.
43. At all times relevant to the violations alleged herein, Valcourt was an operator “of a demolition or renovation activity” as defined under 40 C.F.R § 61.141 at the Facility.
44. At all times relevant to the violations alleged herein, FirstService was a person who controlled or supervised the Facility where “demolition or renovation activity” was being conducted as defined under 40 C.F.R. § 61.141.

45. During the July 20, 2022 Inspection, the EPA Inspector observed representatives from Valcourt conducting renovation activities, including sanding, grinding, cutting, or abrading suspected asbestos containing material on several balconies at the Facility, as defined under 40 C.F.R. § 61.141.
46. During the July 20, 2022 Inspection, the EPA Inspector observed dry suspect RACM flooring debris while in place at the Facility during the stripping operation.
47. During the July 20, 2022 Inspection, the EPA Inspector observed that the combined amount of suspect RACM involved with the Renovation was at least 1068 square feet and exceeded the threshold amounts in 40 C.F.R § 61.145(a).
48. During the July 20, 2022 Inspection, an employee or representative of Valcourt advised the EPA Inspector that suspect asbestos containing panels removed from balconies at the Facility had been put into a dumpster located at the Facility. The EPA Inspector found that all suspected asbestos and lead paint debris located in and around the dumpster was dry, suspect RACM debris.
49. At the time of the July 20, 2022 Inspection, the EPA inspector further observed the following:
  - a. Suspect asbestos and lead paint debris found in and around Building C of the Facility;
  - b. All suspect asbestos and lead paint debris around Building C of the Facility was found to be dry;
  - c. There was no water source, including hoses or water spray bottles; and
  - d. Suspect asbestos and lead paint debris was found in and around Building D of the Facility.
50. During the July 20, 2022 Inspection, an employee or representative of Valcourt informed the EPA Inspector that none of the workers conducting renovation activities and removal activities on balconies at the Facility had asbestos training or were licensed to conduct such activities at the Facility.
51. At the end of the July 20, 2022 Inspection, the EPA Inspector took photographs and collected 11 samples of suspect RACM.
52. On August 3 and 5, 2022, an EPA contractor conducted a Polarized Light Microscopy of the eleven (11) samples of suspect RACM collected during the July 20, 2022 Inspection, with Dispersion Staining following the EPA "Interim Method" for determination of

asbestos in bulk building materials (EPA-600/M4- 82-020, or 40 C.F.R. part 763, Appendix E to Subpart E).

53. According to the October 26, 2022 Test Results Report of the Polarized Light Microscopy that was conducted on samples collected by the EPA Inspector on July 20, 2022, nine (9) of the eleven (11) samples collected by the EPA Inspector during the July 20, 2022 Inspection were determined to contain more than one (1) percent asbestos.
54. The EPA alleges that the suspected asbestos debris observed during the July 20, 2022 Inspection referred to above was “Category I nonfriable ACM” as that term is defined at 40 C.F.R. § 61.141 because nine samples contained more than one (1) percent asbestos.
55. The EPA alleges the suspected asbestos observed during the July 20, 2022 Inspection referred to above also constitutes RACM as that term is defined at 40 C.F.R. § 61.141 because the asbestos was “Category I nonfriable ACM” and was subject to sanding, grinding, cutting, or abrading.
56. On August 17, 2022, the EPA Inspector conducted a follow-up asbestos inspection at the Facility. At the time of the August 17, 2022 Inspection, the EPA Inspector once again observed pieces of suspect RACM on the ground near unit C-2 at the Facility that has been sanded, ground, cut, or abraded.
57. The combined amount of RACM stripped, removed, dislodged, cut, drilled, or similarly disturbed at the Facility during the renovations that took place at the time of the EPA inspection on July 20, 2022 meets or exceeds the regulatory threshold amount of at least 15 square meters (160 square feet) on other facility components.
58. Pursuant to 40 C.F.R. § 61.145(a)(4), the Asbestos NESHAP notification requirements of 40 C.F.R. § 61.145(b) and work practice requirements of 40 C.F.R. § 61.145(c) applied to the Renovation at the Facility because the combined amount of RACM removed involved at least 80 linear meters (260 linear feet) on pipes or least 15 square meters (160 square feet) on other facility components.
59. The EPA issued a Notice of Potential Violation and Opportunity to Confer letter dated October 20, 2023 to Respondents. Respondents received the letter on November 13, 2023.
60. On December 1, 2023, Respondents sent the EPA a letter stating that “On July 21, 2022 Hillman Consulting was on site to perform testing of surfaces and materials suspected of containing hazardous materials. On July 26, 2022 Hillman Consulting reported their findings that both lead based paint and asbestos were present in the materials tested.”



**Count I**

**Failure to Provide Written Notice of Intention to Demolish or Renovate**

61. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
62. 40 C.F.R. § 61.145(b)(1) provides that each owner or operator of a demolition or renovation activity shall “[p]rovide the Administrator with written notice of intention to demolish or renovate.”
63. 40 C.F.R. § 61.145(b)(3)(i) provides that the written notice of intention to demolish or renovate must be postmarked or delivered at least 10 working days before asbestos stripping or removal work.
64. At the time of the July 20, 2022 Inspection, when the EPA Inspector observed Valcourt conducting renovation activity, Respondents had not yet provided the Administrator with written notice of the intention to demolish or renovate at the Facility.
65. Respondents violated 40 C.F.R. § 61.145(b) by failing to submit a notice 10 days prior to initiating asbestos stripping or removal work on or around July 10, 2022.
66. In failing to comply with 40 C.F.R. § 61.145(b), Respondents are in violation of Section 112 of the CAA, 42 U.S.C. § 7412, and are subject to the assessment of penalties under Section 113 of the CAA, 42 U.S.C. § 7413.

**Count II**

**Failure to keep asbestos wet**

67. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
68. 40 C.F.R. § 61.145(c)(6)(i) provides that for planned renovation operations involving at least the Threshold Quantity of RACM, an owner or operator of a demolition or renovation activity must adequately wet all RACM, including material that has been removed or stripped, and ensure that it remains wet until collected and contained or treated for disposal under the Asbestos NESHAP.
69. During the July 20, 2022 Inspection, the EPA Inspector observed dry suspect RACM debris at the Facility that had been removed and stripped and subject to sanding, grinding, cutting or abrading and was not kept adequately wet collected or contained or treated for disposal. This observed dry suspect RACM debris was later confirmed to be

RACM, as demonstrated in the October 26, 2022 Test Results Report described in paragraph 53.

70. At the time of the July 20, 2022 Inspection, Respondents violated 40 C.F.R. § 61.145(c)(6)(i) by failing to keep the RACM adequately wet until it was collected and contained or treated in preparation for disposal in accordance with 40 C.F.R. § 61.150, as required by 40 C.F.R. § 61.145(c)(6)(i).
71. In failing to comply with 40 C.F.R. § 61.145(c)(6)(i), Respondents are in violation of Section 112 of the CAA, 42 U.S.C. § 7412, and are subject to the assessment of penalties under Section 113 of the CAA, 42 U.S.C. § 7413.

### **Count III**

#### **Failure to have at least one on-site representative trained in the provisions of 40 C.F.R. § 61.145 and the means of complying with that regulation**

72. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
73. 40 C.F.R. § 61.145(c)(8) provides that “no RACM shall be stripped, removed, or otherwise handled or disturbed at a facility regulated by this section unless at least one on-site representative, such as a foreman or management-level person or other authorized representative, trained in the provisions of this regulation and the means of complying with them, is present.”
74. During the July 20, 2022 Inspection, representatives of Valcourt informed the EPA Inspector that there were no trained or licensed asbestos workers on-site at the Facility during stripping or removing of the material at the Facility and subsequent testing confirmed that the material observed contained more than one (1) percent asbestos and was thus RACM.
75. At the time of the July 20, 2022 Inspection, Respondents violated 40 C.F.R. § 61.145(c)(8) by failing to have at least one on-site representative, such as a foreman or management-level person or other authorized representative, trained in the provisions of 40 C.F.R. § 61.145(c)(8) and the means of complying with that regulation when RACM was stripped, removed, or otherwise handled or disturbed.
76. In failing to comply with 40 C.F.R. § 61.145(c)(8), Respondents are in violation of Section 112 of the CAA, 42 U.S.C. § 7412, and are subject to the assessment of penalties under Section 113 of the CAA, 42 U.S.C. § 7413.

### **CIVIL PENALTY**

77. In settlement of the EPA's claims for civil penalties for the violations alleged in this Consent Agreement, Respondents consent to the assessment of a civil penalty in the amount of Forty-Eight Thousand Eight Hundred and Five Dollars (\$48,805), which Respondents shall be liable to pay in accordance with the terms set forth below.
78. The civil penalty is based upon the EPA's consideration of a number of factors, including the penalty criteria ("statutory factors") set forth in at Section 113(e)(1) the CAA, 42 U.S.C. § 7413(e)(1), including, the following: the size of the business, the economic impact of the penalty on the business, the violator's full compliance history and good faith efforts to comply, the duration of the violation as established by any credible evidence (including evidence other than the applicable test method), payment by the violator of penalties previously assessed for the same violation, the economic benefit of noncompliance, and the seriousness of the violation. These factors were applied to the particular facts and circumstances of this case with specific reference to the EPA's *Clean Air Act Stationary Source Civil Penalty Policy* (October 25, 1991) and Appendix III thereto, which reflects the statutory penalty criteria and factors set forth at Section 113(e)(1) the CAA, 42 U.S.C. § 7413(e)(1), the appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19, and the applicable EPA memoranda addressing EPA's civil penalty policies to account for inflation.
79. Respondents agree to pay a civil penalty in the amount of \$48,805 ("Assessed Penalty") within thirty (30) days of the Effective Date of this Consent Agreement and Final Order.
80. Respondents shall pay the Assessed Penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>. Any checks should be made payable to "Treasurer, United States of America."
81. When making a payment, Respondents shall:
- a. Identify every payment with Respondents' names and the docket number of this Consent Agreement, CAA-03-2025-0040,
  - b. Concurrently with any payment or within 24 hours of any payment, Respondents shall serve Proof of Payment simultaneously **by email** to the following person(s):

Hannah G. Leone  
Assistant Regional Counsel  
Leone.hannah@epa.gov,

U.S. Environmental Protection Agency  
Cincinnati Finance Center  
[CINWD\\_AcctsReceivable@epa.gov](mailto:CINWD_AcctsReceivable@epa.gov),

and

U.S. EPA Region 3 Regional Hearing Clerk  
[R3\\_Hearing\\_Clerk@epa.gov](mailto:R3_Hearing_Clerk@epa.gov).

“Proof of Payment” means, as applicable, a copy of the check, confirmation of credit card or debit card payment, or confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to the EPA requirements, in the amount due, and identified with the appropriate docket number and Respondents’ names.

82. Interest, Charges, and Penalties on Late Payments. Pursuant to 42 U.S.C. § 7413(d)(5), 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondents fail to timely pay any portion of the Assessed Penalty per this Consent Agreement, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing, and the EPA is authorized to recover the following amounts.
- a. Interest. Interest begins to accrue from the Effective Date. If the Assessed Penalty is paid in full within thirty (30) days, interest accrued is waived. If the Assessed Penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the Assessed Penalty as well as any interest, penalties, and other charges are paid in full. Per 42 U.S.C. § 7524(c)(6), interest will be assessed pursuant to 26 U.S.C. § 6621(a)(2), that is the IRS standard underpayment rate, equal to the Federal short-term rate plus 3 percentage points.
  - b. Handling Charges. The United States’ enforcement expenses including, but not limited to, attorneys’ fees and costs of handling collection.
  - c. Late Payment Penalty. A ten percent (10%) quarterly non-payment penalty.
83. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if Respondents fail to timely pay any portion of the Assessed Penalty per this Consent Agreement, the EPA may take additional actions. Such actions the EPA may take include, but are not limited to, the following.
- a. Refer the debt to a credit reporting agency or a collection agency, per 40 C.F.R. §§ 13.13 and 13.14.

- b. Collect the debt by administrative offset (i.e., the withholding of money payable by the United States government to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, per 40 C.F.R. Part 13, Subparts C and H.
  - c. Suspend or revoke Respondents licenses or other privileges or suspend or disqualify Respondents from doing business with the EPA or engaging in programs the EPA sponsors or funds, per 40 C.F.R. § 13.17.
  - d. Request that the Attorney General bring a civil action in the appropriate district court to enforce the Final Order and recover the full remaining balance of the Assessed Penalty, in addition to interest and the amounts described above, pursuant to 42 U.S.C. § 7413(d)(5). In any such action, the validity, amount, and appropriateness of the Assessed Penalty and Final Order shall not be subject to review.
84. Allocation of Payments. Pursuant to 31 C.F.R. § 901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of debt will be applied first to outstanding handling charges, second to late penalty charges, third to accrued interest, and last to the principal that is the outstanding Assessed Penalty amount.
85. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Consent Agreement shall not be deductible for purposes of federal taxes.
86. Payment of the civil penalty is due and payable immediately upon receipt by Respondents of a true and correct copy of the fully executed and filed Consent Agreement and Final Order. Receipt by Respondents or Respondents' legal counsel of such copy of the fully executed Consent Agreement and Final Order, with a date stamp indicating the date on which the Consent Agreement and Final Order was filed with the Regional Hearing Clerk, shall constitute receipt of written initial notice that a debt is owed the EPA by Respondents in accordance with 40 C.F.R. § 13.9(a).
87. The Parties consent to service of the Final Order by e-mail at the following valid email addresses: [leone.hannah@epa.gov](mailto:leone.hannah@epa.gov) (for Complainant), and [gregory.narsh@troutman.com](mailto:gregory.narsh@troutman.com) (for Respondents).
88. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, the EPA is required to send to the IRS annually, a completed IRS Form 1098-F ("Fines, Penalties, and Other Amounts") with respect to any court order or settlement agreement (including administrative settlements), that require a payor to pay an aggregate amount that the EPA reasonably

believes will be equal to, or in excess of, \$50,000 for the payor's violation of any law or the investigation or inquiry into the payor's potential violation of any law, including amounts paid for "restitution or remediation of property" or to come "into compliance with a law." The EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (i.e., a copy of IRS Form 1098-F). Failure to comply with providing IRS Form W-9 or Tax Identification Number ("TIN"), as described below, may subject Respondents to a penalty, per 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1. In order to provide the EPA with sufficient information to enable it to fulfill these obligations, the EPA herein requires, and Respondents herein agrees, that:

- a. Respondents shall complete an IRS Form W-9 ("Request for Taxpayer Identification Number and Certification"), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>;
- b. Respondents shall therein certify that its completed IRS Form W-9 includes Respondent's correct TIN or that Respondents have applied and is waiting for issuance of a TIN;
- c. Respondents shall email its completed Form W-9 to the EPA's Cincinnati Finance Center at [henderson.jessica@epa.gov](mailto:henderson.jessica@epa.gov), within 30 days after the Final Order ratifying this Consent Agreement is filed, and the EPA recommends encrypting IRS Form W-9 email correspondence; and
- d. In the event that Respondents have certified in its completed IRS Form W-9 that it has applied for a TIN and that TIN has not been issued to Respondents within 30 days after the effective date, then Respondents, using the same email address identified in the preceding sub-paragraph, shall further:
  - i. notify the EPA's Cincinnati Finance Center of this fact, via email, within 30 days after the 30 days after the Effective Date of the Final Order per Paragraph 99; and
  - ii. provide the EPA's Cincinnati Finance Center with Respondent's TIN, via email, within five (5) days of Respondent's issuance and receipt of the TIN.

#### **GENERAL SETTLEMENT CONDITIONS**

89. By signing this Consent Agreement, Respondents acknowledge that this Consent Agreement and Final Order will be available to the public and represents that, to the best of Respondents' knowledge and belief, this Consent Agreement and Final Order

does not contain any confidential business information or personally identifiable information from Respondents.

90. Respondents certify that any information or representation it has supplied or made to the EPA concerning this matter was, at the time of submission true, accurate, and complete and that there has been no material change regarding the truthfulness, accuracy or completeness of such information or representation. The EPA shall have the right to institute further actions to recover appropriate relief if the EPA obtains evidence that any information provided and/or representations made by Respondents to the EPA regarding matters relevant to this Consent Agreement and Final Order, including information about Respondents' ability to pay a penalty, are false or, in any material respect, inaccurate. This right shall be in addition to all other rights and causes of action that the EPA may have, civil or criminal, under law or equity in such event. Respondents and its officers, directors and agents are aware that the submission of false or misleading information to the United States government may subject a person to separate civil and/or criminal liability.

#### **CERTIFICATION OF COMPLIANCE**

91. Respondents certify to the EPA, upon personal investigation and to the best of its knowledge and belief, that it currently is in compliance with regard to the violations alleged in this Consent Agreement.

#### **OTHER APPLICABLE LAWS**

92. Nothing in this Consent Agreement and Final Order shall relieve Respondents of their obligation to comply with all applicable federal, state, and local laws and regulations, nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on the validity of any federal, state or local permit. This Consent Agreement and Final Order does not constitute a waiver, suspension or modification of the requirements of the CAA, or any regulations promulgated thereunder.

#### **RESERVATION OF RIGHTS**

93. This Consent Agreement and Final Order resolves only the EPA's claims for civil penalties for the specific violations alleged against Respondents in this Consent Agreement and Final Order. The EPA reserves the right to commence action against any person, including Respondents, in response to any condition which the EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. 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). The EPA reserves any rights and remedies available to it under the CAA, the regulations promulgated thereunder and any other federal law or regulation to enforce the terms of this Consent Agreement and Final Order after its effective date.

#### **EXECUTION /PARTIES BOUND**

94. This Consent Agreement and Final Order shall apply to and be binding upon the EPA, the Respondents and the officers, directors, employees, contractors, successors, agents and assigns of Respondents. By providing the signature below, the person who signs this Consent Agreement on behalf of Respondents is acknowledging that the person signing is fully authorized by the Respondents to execute this Consent Agreement and to legally bind Respondents to the terms and conditions of this Consent Agreement and Final Order.

#### **EFFECTIVE DATE**

95. The effective date of this Consent Agreement and Final Order ("Effective Date") is the date on which the Final Order, signed by the Regional Administrator of the EPA, Region 3, or the Regional Administrator's designee, the Regional Judicial Officer, is filed along with the Consent Agreement with the Regional Hearing Clerk pursuant to the Consolidated Rules of Practice.

#### **ENTIRE AGREEMENT**

96. This Consent Agreement and Final Order constitutes the entire agreement and understanding between the Parties regarding settlement of all claims for civil penalties 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 Consent Agreement and Final Order.



*In the Matter of: Valcourt Exterior Building Services of NJ,  
LLC and First Service Residential MidAtlantic, LLC*

EPA Docket No. CAA-03-2025-0040

For Respondent: Valcourt Exterior Building Services of NJ, LLC

Date:

*May 16, 2025*

By:

Daniel Dvorak  
General Manager

*In the Matter of: Valcourt Exterior Building Services of NJ,  
LLC and First Service Residential MidAtlantic, LLC*

*EPA Docket No. CAA-03-2025-0040*

For Respondent: FirstService Residential MidAtlantic, LLC

Date: 4/29/25

By: 

Robert Hinton  
Community Manager

For the Complainant:

After reviewing the Consent Agreement and other pertinent matters, I, the undersigned Director of the Enforcement & Compliance Assurance Division of the United States Environmental Protection Agency, Region 3, agree to the terms and conditions of this Consent Agreement and recommend that the Regional Administrator, or the Regional Administrator's designee, the Regional Judicial Officer, issue the attached Final Order.

By: **KAREN MELVIN** Digitally signed by KAREN  
MELVIN  
Date: 2025.06.04 14:14:59  
-04'00'  
\_\_\_\_\_  
[Digital Signature and Date]  
Karen Melvin, Director  
Enforcement & Compliance Assurance Division  
U.S. EPA – Region 3  
Complainant

Attorney for Complainant:

By: **HANNAH  
LEONE** Digitally signed by HANNAH  
LEONE  
Date: 2025.05.19 14:07:11  
-04'00'  
\_\_\_\_\_  
[Digital Signature and Date]  
Hannah G. Leone  
Assistant Regional Counsel  
U.S. EPA – Region 3

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 3  
Philadelphia, Pennsylvania 19103

**FILED**

**Jun 04, 2025**

**3:53 pm**

**U.S. EPA REGION 3  
HEARING CLERK**

In the Matter of: :  
: :  
Valcourt Exterior Building Services of : U.S. EPA Docket No. CAA-03-2025-0040  
NJ, LLC :  
1300 Rike Drive : Proceeding under Section 113 of the Clean Air  
Millstone, NJ 08535 : Act, 42 U.S.C. § 7413  
: :  
& :  
: :  
FirstService Residential MidAtlantic, :  
LLC :  
400 Campus Drive, Suite 101 :  
Collegeville, PA 19426 :  
: :  
Respondents.

Contemporary Villages Condominium  
100 East Glenolden Avenue  
Glenolden, PA 19036

Facility.

**FINAL ORDER**

Complainant, the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region 3, and Respondents, Valcourt Exterior Building Services of NJ, LLC and First Service Residential MidAtlantic, LLC, 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, 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 fully set forth at length herein.

Based upon the representations of the Parties in the attached Consent Agreement, the penalty agreed to therein is based upon consideration of, *inter alia*, the EPA's Clean Air Act Stationary Source Civil Penalty Policy, dated October 25, 1992 and Appendix III thereto which reflects the statutory penalty criteria and factors set forth at CAA, Section 113, 42 U.S.C. § 7413(e).

**NOW, THEREFORE, PURSUANT TO** Section 113 of the Clean Air Act, 42 U.S.C. § 7413, and Section 22.18(b)(3) of the Consolidated Rules of Practice, **IT IS HEREBY ORDERED** that Respondents pay a civil penalty in the amount of **FORTY-EIGHT THOUSAND EIGHT HUNDRED AND FIVE DOLLARS (\$48,805)**, in accordance with the payment provisions set forth in the Consent Agreement and in 40 C.F.R. § 22.31(c), and comply with the terms and conditions of the Consent Agreement.

This Final Order constitutes the final Agency action in this proceeding. This Final Order shall not in any case affect the right of the Agency or the United States to pursue appropriate injunctive or other equitable relief, or criminal sanctions for any violations of the law. This Final Order resolves only those causes of action alleged in the Consent Agreement and does not waive, extinguish or otherwise affect Respondents' obligation to comply with all applicable provisions of the Clean Air Act and the regulations promulgated thereunder.

The effective date of the attached Consent Agreement and this Final Order is the date on which this Final Order is filed with the Regional Hearing Clerk.

By: **JOSEPH  
LISA** Digitally signed by  
JOSEPH LISA  
Date: 2025.06.04  
15:23:32 -04'00'  
\_\_\_\_\_  
Joseph J. Lisa  
Regional Judicial and Presiding Officer  
U.S. EPA Region 3

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 3  
Philadelphia, Pennsylvania 19103

In the Matter of:	:
	:
Valcourt Exterior Building Services of NJ, LLC	: U.S. EPA Docket No. CAA-03-2025-0040
1300 Rike Drive	:
Millstone, NJ 08535	: Proceeding under Section 113 of the Clean Air Act, 42 U.S.C. § 7413
	:
&	:
	:
FirstService Residential MidAtlantic, LLC	:
400 Campus Drive, Suite 101	:
Collegeville, PA 19426	:
	:
Respondents.	

Contemporary Villages Condominium  
100 East Glenolden Avenue  
Glenolden, PA 19036

Facility.

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**CERTIFICATE OF SERVICE**

I certify that the foregoing ***Consent Agreement and Final Order*** was filed with the EPA Region 3 Regional Hearing Clerk on the date that has been electronically stamped on the ***Consent Agreement and Final Order***. I further certify that on the date set forth below, I caused to be served a true and correct copy of the foregoing to each of the following persons, in the manner specified below, at the following addresses:

Copies served via email to:

Gregory Narsh  
Troutman Pepper  
Email: gregory.narsh@troutman.com  
(For: Valcourt Exterior Building Services of NJ,  
LLC)

Robert Hinton  
FirstService Residential MidAtlantic, LLC  
Email: Robert.Hinton@fsresidential.com  
(For: FirstService Residential MidAtlantic,  
LLC)



*In the Matter of: Valcourt Exterior Building Services of NJ,  
LLC and First Service Residential MidAtlantic, LLC*

*EPA Docket No. CAA-03-2025-0040*

Hannah G. Leone  
Assistant Regional Counsel  
U.S. EPA, Region 3  
Leone.hannah@epa.gov

Aquanetta Dickens  
Toxics Program Section Chief  
U.S. EPA, Region 3  
Dickens.Aquanetta@epa.gov

**BEVIN ESPOSITO** Digitally signed by BEVIN  
ESPOSITO  
Date: 2025.06.04 15:56:39 -04'00'

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*[Digital Signature and Date]*  
Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region 3