FILED
Jun 04, 2026
9:19 am
U.S. EPA REGION 5
HEARING CLERK

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 5

IN THE MATTER OF: Avflight 3121 Capital Drive West Lansing, MI 48108 ICIS ID 3602021308 Respondent	)	Docket No. RUST-05-2026-0016 **EXPEDITED SETTLEMENT AGREEMENT AND FINAL ORDER**

EXPEDITED SETTLEMENT AGREEMENT

1. Based on an inspection conducted on December 3, 2025, the U.S. Environmental Protection Agency, Region 5 ("EPA" or "Complainant") alleges that Avflight ("Respondent"), owner or operator of the Underground Storage Tanks ("USTs") at 3121 Circle West, Lansing, Michigan (the "UST Facility"), failed to comply with the following requirements of Subtitle I of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6991 *et seq.*, and its implementing regulations at 40 C.F.R. Part 280.

   a. 40 C.F.R. § 280.20(c) Failure to provide spill prevention system for the UST system. Owners and operators must equip tanks with compliant spill prevention systems at the fill point (e.g., spill catchment basin) to prevent product releases during deliveries.

   b. 40 C.F.R. § 280.41(a) Failure to monitor tanks for releases at least every thirty days using an approved release detection method and maintain monitoring records in accordance with § 280.45 and make monitoring records available for inspection in accordance with § 280.34.

   c. 40 C.F.R. § 280.34(c), failure to maintain required records at the UST site and have them immediately available for inspection, or at a readily available alternative site. Owners and operators of UST systems must have testing and maintenance documentation readily available.

2. The EPA and the Respondent agree that settlement of this matter for a penalty of **$3,586** is in the public interest.

3. The EPA is authorized to enter into this Expedited Settlement Agreement and Final Order ("Agreement") pursuant to section 9006 of RCRA and 40 C.F.R. §§ 22.13(b) and 22.18(b).

4. In signing this Agreement, the Respondent: (1) admits that the Respondent is subject to requirements listed above in Paragraph 1, (2) admits that the EPA has jurisdiction over the Respondent and the Respondent's conduct as alleged herein, (3) neither admits nor denies the factual allegations contained herein, (4) consents to the assessment of this penalty, and (5) waives any right to contest the allegations contained herein.

5. By its signature below, the Respondent certifies, subject to civil and criminal penalties for making a false submission to the United States Government, that he or she has: (1) corrected the alleged violations, (2) submitted true and accurate documentation of those corrections, (3) paid the civil penalty in Paragraph 2 above in accordance with the EPA penalty collection procedures provided to the Respondent, and (4) submitted true and accurate proof of payment of the civil penalty with this Agreement.

6. The EPA reserves all of its rights to take enforcement action for any other past, present, or future violations by the Respondent of RCRA, any other federal statute or regulation, or against any violations alleged to have been corrected pursuant to this Agreement that were not corrected.

7. Upon signing and returning this Agreement to the EPA, the Respondent waives any and all remedies, claims for relief and other available rights to judicial or administrative review that Respondent may have with respect to any issue of fact or law set forth in this Agreement including the opportunity for a hearing or appeal pursuant to section 9006(b) of RCRA, 42 U.S.C. § 6991e(b), or 40 C.F.R. Part 22.

8. Full payment of the penalty in Paragraph 2 shall only resolve Respondent's liability for federal civil penalties under section 9006(d) of RCRA, 42 U.S.C. § 6991e(d), for the violations alleged in Paragraph 1. Full payment of this penalty shall not in any case affect the right of the EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.

9. No portions of the civil penalty or interest paid by Respondent pursuant to the requirements of this agreement shall be claimed by Respondent as a deduction for federal, state, or local income tax purposes.

10. The EPA reserves all of its rights to take enforcement action for any other past, present, or future violations by Respondent of RCRA, any other federal statute or regulation or this Agreement.

11. Each party shall bear its own costs and fees, if any.

12. This Agreement is binding on the parties signing below, and in accordance with 40 C.F.R. § 22.31(b), is effective upon filing.

13. The parties consent to electronic signature and service of this Expedited Settlement Agreement and Final Order. Service by email will be at the following valid e-mail addresses: hill.kevin@epa.gov for Complainant, and lmarkowski@avflight.com (for Respondent).

IT IS SO AGREED,

Name (print): LYNN MARKOWSKI

Title (print): GENERAL MANAGER

Signature: Lynn Markowski Date: 4·29·2026

APPROVED BY EPA:

CAROLYN PERSOON

Digitally signed by CAROLYN PERSOON
Date: 2026.06.03 13:56:48 -05'00'

Carolyn Persoon
Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 5

In the Matter of: Avflight
Docket Number: RUST-05-2026-0016

Final Order

This Expedited Settlement Agreement and Final Order, as agreed to by the parties, shall become effective immediately upon filing with the Regional Hearing Clerk. This Final Order concludes this proceeding pursuant to 40 C.F.R. §§ 22.13, 22.18 and 22.31.

IT IS SO ORDERED.

ANN COYLE Digitally signed by ANN COYLE
Date: 2026.06.03 15:06:36 -05'00'

Ann L. Coyle
Regional Judicial Officer
United States Environmental Protection Agency
Region 5