

BEFORE THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION III

In the Matter of:	:	Consent Agreement and
	:	Final Order
1400 Union Meeting Road	:	
Blue Bell, PA 19422	:	U.S. EPA Docket Number
	:	CAA-03-2018-0055
Facility of	:	
	:	
BPG Office VI Union Meeting LP.	:	
322 A Street	:	
Suite 300	:	
Wilmington, DE 19801	:	
	:	
Respondent.	:	
	:	

U.S. EPA-REGION 3-RHC
FILED-26JUL2018PM2:11

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 BPG Office VI Union Meeting LP. (“BPG” or the “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 1400 Union Meeting Road, Blue Bell, PA

19422, Pennsylvania (the "Facility"), which occurred from at least April 27, 2015 to May 6, 2015.

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. BPG is a limited partnership 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 owner of the Facility.
25. At all times relevant to the applicable violations alleged herein, Wesco, a certified asbestos abatement contractor hired by BPG, was in the process of renovating the Facility.
26. On April 27, 2015, an EPA representative conducted a Compliance Evaluation Inspection ("CEI") of the Facility, pursuant to Section 114 of CAA, 42 U.S.C. § 7414.
27. EPA conducted the CEI to assess the Facility's compliance with the Asbestos NESHAP.
28. During the April 27 CEI, the EPA representative observed that pipe insulation had been removed from pipes, floor tile had been removed from the floor, and fire proofing had been removed from a communications room in the Facility.
29. In addition, the EPA representative observed that there were floor tile debris and fireproofing debris in several areas in the Facility.

30. During the April 27 CEI, the EPA representative took four samples from the debris piles on the second floor, two from the fireproofing debris piles and two from tile debris piles that included black mastic.
31. The EPA representative sent the four samples to a certified laboratory, Criterion Laboratories, Inc. ("Criterion"), for analysis to determine the percentage of asbestos in each sample.
32. Using an approved methodology, Criterion analyzed the samples collected during the April 27 CEI.
33. Analysis of the samples taken during the April 27 CEI from the Facility showed that the two samples of fire proofing debris each contained more than one (1) percent asbestos.
34. Analysis of the samples taken during the April 27 CEI from the Facility showed that the two samples of tile debris with black mastic each contained more than one (1) percent asbestos.
35. Because the fireproofing debris piles contained more than one percent asbestos, the debris was ACM.
36. Because the tile debris piles with black mastic contained more than one percent asbestos, the debris was ACM.
37. Because the debris piles with ACM 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 debris was RACM.
38. All of the RACM that the EPA representative observed during the April 27 CEI was dry and not enclosed in leak-tight bags.
39. On May 6, 2015, an EPA representative conducted a second CEI of the Facility.
40. During the May 6 CEI, the EPA representative observed three large boxes containing pipe insulation, including insulation from pipe fittings, that was either in sealed bags or loose in the boxes and which was very dry with no evidence of moisture found.

41. At the time of the May 6 CEI, the EPA representative also observed in one of the boxes at the Facility fire proofing that was dry.
42. During the May 6 CEI, the EPA representative took five samples from two of the three large waste boxes on the first floor, which included pipe and pipe fitting insulation and a sample from one of the boxes that contained fire proofing.
43. The EPA representative sent the six samples 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 May 6 CEI.
45. Analysis of the samples taken during the May 6 CEI from the Facility showed that four of the samples from the pipe and pipe fitting insulation contained more than one (1) percent asbestos.
46. Analysis of the sample taken during the May 6 CEI showed that the fire proofing contained more than one (1) percent asbestos.
47. Because the pipe insulation, the pipe fitting insulation, and the fire proofing contained more than one (1) percent asbestos, the material was ACM.
48. Because the pipe insulation, the pipe fitting insulation, and fire proofing with ACM 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.
49. During the April 27 and May 6 CEIs, the EPA representative 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.
50. 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,

51. Based on the EPA's inspector's observations during the April 27 and May 6 CEIs, the Respondent was engaged in the renovation of the Facility.

52. The renovation included the removal from the Facility of more than 80 linear meters (260 linear feet) on pipes (including pipe fittings) and more than 160 square feet of RACM from other facility components, that is, tiles and fire proofing.

53. Because renovating the Facility involved removing from the Facility more than 80 linear meters (260 linear feet) of RACM on pipes (including pipe fittings) and more than 160 square feet of RACM from other facility components (that is, tiles and fire proofing), 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.

54. Neither the Respondent nor Wesco obtained 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).

55. The RACM viewed during the April 27 and May 6 CEIs 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 Notify EPA of Intention to Renovate)

56. Paragraphs 1 through 55 of this Consent Agreement are incorporated by reference as if fully set forth herein.

57. Pursuant to 40 C.F.R. § 61.145(b), 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.

58. Neither Respondent nor Wesco provided the required written notice of their intention to renovate the Facility.

59. The Respondent has violated 40 C.F.R. § 61.145(b) by not providing the required written notice to EPA.

60. 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 Wet Asbestos During Removal)

61. Paragraphs 1 through 60 of this Consent Agreement are incorporated by reference as if fully set forth herein.
62. 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.
63. The Respondent's contractor, Wesco, did not adequately wet the RACM as it was removed.
64. Because the RACM was not adequately wetted as it was removed, the Respondent has violated 40 C.F.R. § 61.145(c)(3).
65. 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 Wet Stripped Asbestos Prior to Disposal)

66. Paragraphs 1 through 65 of this Consent Agreement are incorporated by reference as if fully set forth herein.
67. 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.
68. The Respondent's contractor, Wesco, 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.
69. 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).

70. 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

71. 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.

72. In settlement of the violations here alleged, the Respondent consents to the assessment of a civil penalty of thirty-five thousand six hundred ninety-three dollars (\$35,693), 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.

73. 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.

74. 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).

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

76. 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; 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.

77. Payment of the civil penalty amount required under the terms of Paragraph 72, 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, that is, CAA-03-2018-0055;
- 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
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

Contact: Craig Steffen (513-487-2091)

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

US Environmental Protection Agency
Cincinnati Finance Center
P.O. Box 979077
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:

Cincinnati Finance Center
U.S. EPA, MS-NWD
26 W. Martin Luther King Drive
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: Craig Steffen 513-487-2091

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

<https://www.pay.gov/public/form/start/11751879>

Open and complete the form.

- i. Additional payment guidance is available at:

<https://www.epa.gov/financial/makepayment>

78. 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:

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

and

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

V. EFFECT OF SETTLEMENT

79. 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

80. 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

81. 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

82. 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

83. 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.

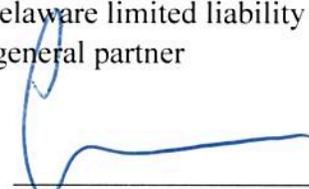
BPG Office VI Union Meeting LP
CAA-03-2018-0055

For BPG Office VI Union Meeting LP:

BPG Office VI Union Meeting LP

By: BPG Office VI Union Meeting LLC,
a Delaware limited liability company,
its general partner

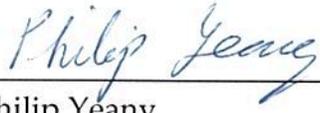
Date: MAY 14, 2018

By: 

Christopher F. Buccini
President

For Complainant:

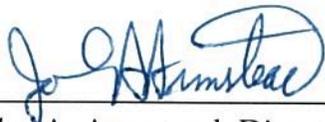
Date: 7/16/18



Philip Yeany
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: 7.19.18



John A. Armstead, Director
Land and Chemicals Division
U.S. EPA Region III

BEFORE THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION III

In the Matter of:	:	Consent Agreement and
	:	Final Order
1400 Union Meeting Road	:	
Blue Bell, PA 19422	:	U.S. EPA Docket Number
	:	CAA-03-2018-0055
Facility of	:	
	:	
BPG Office VI Union Meeting LP.	:	
322 A Street	:	
Suite 300	:	
Wilmington, DE 19801	:	
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Respondent.	:	
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U.S. EPA-REGION 3-RHC
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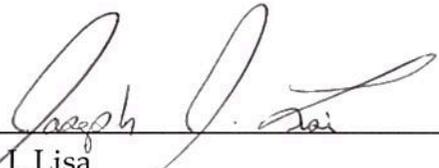
FINAL ORDER

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 thirty-five thousand six hundred ninety-three dollars (\$35,693) 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: July 26, 2018



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

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

In the Matter of: :
 : **U.S. EPA Docket Number**
BPG Office VI Union Meeting LP. : **CAA-03-2018-0055**
322 A Street :
Suite 300 : **Proceeding under Section 113(d) of**
Wilmington, DE 19801 : **the Clean Air Act, 42 U.S.C.**
 : **§ 7413(d)**
Respondent. :
 :
:

CERTIFICATE OF SERVICE

I certify that on JUL 26 2018; the original and one (1) copy of the foregoing *Consent Agreement and Final Order*, were filed with the EPA Region III Regional Hearing Clerk. I further certify that on the date set forth below, I served a true and correct copy of the same to each of the following persons, in the manner specified below, at the following addresses:

Copy served via **Certified Mail, Return Receipt Requested, Postage Prepaid**, to:

Christopher Boyle, Esq.
Drinker Biddle & Reath LLP
One Logan Square, Ste. 2000
Philadelphia, PA 19103-6996
(Counsel for the Respondent)

Copy served via **Hand Delivery or Inter-Office Mail** to:

Philip Yeany
Senior Assistant
Regional Counsel
Office of Regional Counsel (3RC50)
U.S. EPA, Region III
1650 Arch Street
Philadelphia, PA 19103-2029
(Counsel for Complainant)

Dated: JUL 26 2018

Bern Esposito

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region III

TRACKING NUMBER(S): 7002 2410 0005 1405 0038