


EXHIBIT  
15

	<b>A facsimile from</b> John Vadas JPV Services <b>ASBESTEK, INC.</b> 219-845-3074 Phone & Fax
To: Nationwide Demolition Attention: Molly Collins / Mike Collins Fax number: 419-589-8103	Pages including cover: [3] + cover sheet [Please call if all of this fax was not received] 219-845-3074 / 219-808-1882
Date: 8-31-07 Time: 11:45 A.M. Chicago	
Regarding: Revision #1 on 10 day Demolition notice in Euclid, OH	
Mike & Molly, This is a copy of our revision to the EPA for your records. We are sending out the 10 day notice for the friable asbestos removal today via certified mail. I will fax you a copy this afternoon when I get it completed. We will be using Safe Environment Corporation of Indiana contractors' license. Thanks, John John Vadas My e-mail address is JPVFLange@comcast.net Web Site: WWW.JPVServices.com Cell 219-808-1882 Fax 219-845-3074 (My office) ASBESTEK, INC. Phone: 219-595-4057 Fax: 219-595-4154 Tomas Amaya	

ENVIRONMENTAL SAFETY ASSURANCE INSTITUTE  
1435 Saffler Circle West Drive  
Indianapolis, Indiana 46239  
(317) 353-1270 / (317) 352-6669

**CARLOS A. BONILLA**  
117-76-9153

Has Successfully Completed The Course  
Required Under TSCA Title II  
And Passed The Written Examination  
With a Score of 70% or Better  
For

**ASBESTOS SUPERVISOR REFRESHER**

Accredited by the  
Indiana Department of Environmental Management  
and the  
Illinois Department of Public Health

Certificate # ES47SR2253

Course Date: 02/17/2007  
Test Date: 02/17/2007 Expires: 02/17/2008


  
Sharyn Lopez  
Manager

EXHIBIT  
16

ASBESTEK000023

PRODUCED BY NATIONWIDE0046




STATE OF OHIO  
DEPARTMENT OF HEALTH  
ASBESTOS HAZARD ABATEMENT CONTRACTOR LICENSE

Be it known that Safe Environment Corporation of Indiana is hereby licensed, having qualified as required by law in accordance with rules adopted by the Public Health Council of the State of Ohio on March 30, 2007 in the city of Columbus.

In Witness Whereof, I have subscribed my name and affixed the seal of the Department of Health State of Ohio on March 30, 2007 in the city of Columbus.

License number: AC5122  
Effective Until: March 30, 2008

In Witness Whereof  
Anna K. Hamlin,  
Acting Director of Health

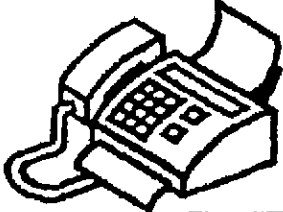


PRODUCED BY NATIONWIDE0047

PRODUCED BY NATIONWIDE0044

CERCLA 106(b) Petition

# EXHIBIT 13

	<p style="text-align: center;"><b>A facsimile from</b></p> <p style="text-align: center;">John Vadas JPV Services <b>ASBESTEK, INC.</b> 219-845-3074 Phone &amp; Fax</p>
<p><b>To: Nationwide Demolition</b> Attention: Molly Collins Fax number: 419-589-8103</p>	<p>Pages Including cover: [7] [Please call if all of this fax was not received] 219-845-3074 / 219-808-1882</p>
<p><b>Date: 8-15-07</b></p>	
<p><b>Regarding: Ohio application for business ( Copy 4 pages )</b> <b>Certificate of Insurance and Indiana Contractors License (2 pages)</b></p>	
<p><b>Comments:</b></p> <p>Molly,</p> <p>We sent off a check today for the registration fee to do business in Ohio along with the application and a copy of our certificate of incorporation.</p> <p>I spoke with Mike today and told him we could probably start the transite as soon as Friday. I contacted Allied waste and they are sending us a credit application for the waste dumpsters. They are also faxing us over a profile sheet from the landfill for the waste manifest and LD. #</p> <p>Tammy McCloud from the landfill said she could get the non-friable waste profile form approved in one day, so if all goes well we should be able to get a delivery by Friday on the dumpsters.</p> <p>We are getting 4 workers set up to start out on Friday, and they will work the week end as well.</p> <p>I still need a copy of the asbestos report on the Euclid property. Mike said he was going to over night it but we still have not received it so could you please look into getting us that info.</p> <p>Thanks,</p> <p>John Vadas</p> <p>My e-mail address is <a href="mailto:JPVFLange@comcast.net">JPVFLange@comcast.net</a> Web Site: <a href="http://WWW.JPVServices.com">WWW.JPVServices.com</a></p> <p>JPV Services Cell 219-808-1882 Fax 219-845-3074 (My office)</p> <p>ASBESTEK, INC Phone: 219-595-4057 Fax: 219-595-4154</p>	

CERCLA 106(b) Petition

# EXHIBIT 14

Aug. 16. 2010 2:42PM

No. 4512 P. 2

09/15/2007 10:18 12198453874

JPV SERVICES

PAGE 02



ASBESTEK, INC.  
ENVIRONMENTAL SERVICES

Nationwide Demolition  
8406 State Road Route 13  
Gowerick, OH 44837  
Mr. Mike Collins, President

August 16, 2007  
RE: Asbestos abatement work proposal  
20100 St. Clair Avenue, Euclid, OH

Dear Mr. Collins:

Asbestek, Inc. proposes to remove and dispose of the 11,400 square feet of non-friable transite that is located at 20100 St. Clair Avenue, Euclid, Ohio (the former Cleveland Trencher Company) and referenced in the asbestos sampling survey dated 8-09-07 performed by Affiliated Environmental Services Inc.

Asbestek, Inc. has registered with the Secretary of the State to perform work in Ohio as a foreign for Profit Corporation. The initial work is non-regulated Category II, non-friable which we can begin A.S.A.P.

We understand Nationwide Demolition will support our efforts by removing any trees or other materials in the area that may impede the access to the siding as well as provide us with a boom lift to reach the elevated panels and also provide us with a source of water and electricity. Protocol for this activity, although not regulated by the State of Ohio, Department of Environmental, still requires we try to maintain the integrity of the panels by not breaking them and causing them to become friable. We will document panels that have pre-existing structural cracks and use wet methods and encapsulate areas that may break during abatement procedures. All panels will be placed in double lined containers, propped by the loader and manifested prior to shipment, indicating type of materials and quantities shipped per waste stream.

We further propose to remove and dispose of all the friable asbestos referenced in the same survey that includes 6,700 square feet of spray on insulation in the maintenance shed and approximately 1,000 linear feet of asbestos covered pipe throughout the facility. These abatement activities will require a 10 day notification to the State of Ohio, Department of Environmental, Asbestos division as well as friable removal protocol.

We will require a partial payment of \$30,000.00 dollars upon completion of the transite panels or within two weeks from the start of the project, whichever comes first and the balance of \$20,000.00 dollars to be paid upon completion of the remainder of the friable portion of the project. Lump sum project total is \$50,000.00.

Accepted by Nationwide Demolition / Mr. Mike Collins, President or company officer signature and title

Date

Mr. Thomas Arroya  
President / Asbestek, Incorporated

Mr. John Vadas  
Project Manager / Asbestek, Incorporated

8911 KENNEDY AVENUE • HAMMOND, IN • 46323  
PHONE: 219-688-4067 • FAX: 219-686-4164

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Aug. 16. 2010 2:42PM

09/16/2007 18:07

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JPV SERVICES

No. 4512 P. 3

PAGE 02

# ASBESTEK, INC. ENVIRONMENTAL SERVICES

Nationwide Demolition  
8406 State Road Route 13  
Gerritsville, OH 44837  
Mr. Mike Collins, President

August 16, 2007

RE: Asbestos abatement work proposal  
20100 St. Clair Avenue, Euclid, OH

Dear Mr. Collins:

Asbestek, Inc. proposes to remove and dispose of the 11,400 square feet of non-friable transit that is located at 20100 St. Clair Avenue, Euclid, Ohio (the former Cleveland Trencher Company) and referenced in the asbestos sampling survey dated 8-09-07 performed by Affiliated Environmental Services Inc.

Asbestek, Inc. has registered with the Secretary of the State to perform work in Ohio as a foreign for Profit Corporation. The initial work is non-regulated Category II, non-friable which we can begin A.S.A.P.

We understand Nationwide Demolition will support our efforts by removing any trees or other materials at the site that may impede the access to the siding as well as provide us with a boom lift to reach the elevated panels and also provide us with a source of water and electricity. Protocol for this activity, although not regulated by the State of Ohio, Department of Environmental, still requires we try to maintain the integrity of the panels by not breaching them and causing them to become friable. We will document panels that have pre-existing structural cracks and use wet methods and encapsulation areas that may break during abatement procedures. All panels will be placed in double lined containers, provided by the landfill and manifested prior to shipment, indicating type of materials and quantities shipped per waste stream.

We further propose to remove and dispose of all the friable asbestos referenced in the same survey that includes 6,700 square feet of spray on insulation in the maintenance shed and approximately 1,900 linear feet of asbestos covered pipe throughout the facility. These abatement activities will require a 10 day notification to the State of Ohio, Department of Environmental, Asbestos division as well as friable removal protocol.

We will require a partial payment of \$30,000.00 dollars upon completion of the transit panels or within two weeks from the start of the project, whichever comes first and the balance of \$20,000.00 dollars to be paid upon completion of the remainder of the friable portion of the project. Lump sum project total is \$50,000.00.

Accepted by Nationwide Demolition / Mr. Mike Collins, President or company officer signature and title

*Michael A. Collins*

Date 8/16/07

\_\_\_\_\_  
Date

Mr. Thomas Amsys  
President / Asbestek, Incorporated


Mr. John Vaden  
Project Manager / Asbestek, Incorporated

8911 KENNEDY AVENUE - HAMMOND, IN - 46323  
PHONE: 219-938-8087 • FAX: 219-938-4154

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CERCLA 106(b) Petition

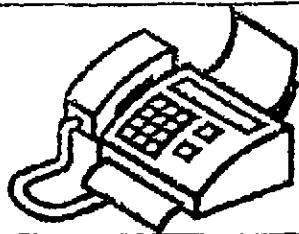
# EXHIBIT 15

	<p style="text-align: center;"><b>A facsimile from</b></p> <p style="text-align: center;">John Vadas JPV Services <b>ASBESTEK, INC.</b> 219-845-3074 Phone &amp; Fax</p>
<p><b>To: Nationwide Demolition</b> Attention: Molly Collins / Mike Collins Fax number: 419-549-8103</p>	<p>Pages including cover: [2] [Please call if all of this fax was not received] 219-845-3074 / 219-808-1882</p>
<p><b>Date: 8-16-07</b> <b>Time: 11:00 A.M. Chicago</b></p>	
<p><b>Regarding: Proposal / contract for Euclid, OH / Landfill and Hauling</b></p>	
<p><b>Comments:</b></p> <p>Molly;</p> <p>The following page is our proposal for the Euclid Ohio project. Could you and Mike please review it and get back to us so we can get the ball rolling.</p> <p>I spoke with Chris Parnell from Allied waste this morning and the landfill they use for asbestos is in Ottawa outside Sandusky, not Overland in Loraine County. That is where they take general debris.</p> <p>The landfill in Ottawa accepts both friable and non-friable waste. I will get you a copy of the waste profile information as soon as it is approved. Non-Friable usually takes only one day to approve so we should have no problem on the transite. The friable asbestos profile may take several days to approve and since we have two different types of materials it may require two separate profile numbers for the waste streams. I don't think they care as long as the friable is separate from the non-friable. Anyway please call me if you have any questions about the proposal or if you need a work plan. I am putting that together now just to C.Y.A. and the State may want to see something if they make a visit. Thanks again for the opportunity to work with your company. We will do our best to get this project completed quickly. If you could fax a copy of the proposal to both fax numbers I would appreciate it as I work out of my office as much as the office at Asbestek.</p> <p>Thanks;</p> <p>John Vadas</p> <p>My e-mail address is <a href="mailto:JPVFLange@comcast.net">JPVFLange@comcast.net</a> Web Site: <a href="http://WWW.JPVServices.com">WWW.JPVServices.com</a></p> <p>JPV Services Cell 219-808-1882 Fax 219-845-3074 (My office)</p> <p>ASBESTEK, INC Phone: 219-595-4057 Fax: 219-595-4154</p>	



CERCLA 106(b) Petition

# EXHIBIT 16



## A facsimile from

John Vadas  
JPV Services  
**ASBESTEK, INC.**  
219-845-3074  
Phone & Fax

**To: Nationwide Demolition**  
Attention: Molly Collins / Mike Collins  
Fax number: 419-589-8103

**Date: 8-23-07**  
**Time: 11:00 A.M. Chicago**

Pages Including cover: [8]  
(Please call if all of this fax was not received)  
219-845-3074 / 219-808-1882

**Regarding: 10 Day notification for Demolition and Renovation / Ohio E.P.A.**

### Comments:

Mike & Molly,

I sent off the 10 day E.P.A. Demolition notification via certified mail yesterday on the 22<sup>nd</sup>.

They go by date sent and the first original notification has to be mailed or hand delivered. All subsequent revisions can be faxed i.e. when we start the friable asbestos or if any corrections need to be made to the original it will not change the 10 day time frame already established. I was told by Mark Needham from the Ohio Department of Public Health that the transite removal prior to demolition did not require an asbestos contractor, licensed workers or any other forms except to register with the Secretary of State, which we did. We used Ohio licensed workers and an Ohio supervisor any way so they will be ready to do the friable when that 10 day goes through. I apologize for not getting this out sooner, but if you start before the 10 working days, our defense is going to be the information I was given by both Mark Needham and Jeff Gurtis, the office in charge of the asbestos program for work performed in the State of Ohio was incomplete and we were not aware of this notification or we would have sent it out when we applied for the Foreign Corporation certificate. At any rate the non-friable transite will be complete and we will be off site by 2:00P.M. - 3:00P.M. Today with a total of 5-30cubic yard boxes generated. (The survey indicated 11,400 S.F.) I think the Environmental specialist missed all the transite on the roof areas and maybe some interior walls because it should have fit easily into 4 boxes. I will fax over copies of the waste manifests as soon as the crew gets back to Hammond. We will move on the friable A.S.A.P.

Thanks;

John Vadas / My e-mail address is [JPVFLange@comcast.net](mailto:JPVFLange@comcast.net) Web Site: [WWW.JPVServices.com](http://WWW.JPVServices.com)

JPV Services Call 219-808-1882 Fax 219-845-3074 (My office)

ASBESTEK, INC Phone: 219-595-4057 Fax: 219-595-4154

CERCLA 106(b) Petition

# EXHIBIT 17



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
09/25/2007	200726701928	FOREIGN LICENSE/FOR-PROFIT (FLF)	125.00	.00	.00	.00	.00

**Receipt**

This is not a bill. Please do not remit payment.

ASBESTEK, INC.  
6811 KENNEDY AVE.  
HAMMOND, IN 46323

**STATE OF OHIO  
CERTIFICATE**

**Ohio Secretary of State, Jennifer Brunner**

**1729049**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

**ASBESTEK, INC**

and, that said business records show the filing and recording of:

Document(s)

Document No(s):

**FOREIGN LICENSE/FOR-PROFIT**

**200726701928**

Authorization to transact business in Ohio is hereby given, until surrender, expiration or cancellation of this license.



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of  
the Secretary of State at Columbus,  
Ohio this 24th day of September,  
A.D. 2007.

Ohio Secretary of State



**Prescribed by :**

The Ohio Secretary of State  
 Central Ohio: (614) 466-3910  
 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us  
 e-mail: busserv@sos.state.oh.us

<b>Expedite this Form:</b> (Select One)	
<b>Mall Form to one of the Following:</b>	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216
*** Requires an additional fee of \$100 ***	
<input checked="" type="radio"/> No	PO Box 670 Columbus, OH 43216

**FOREIGN CORPORATION APPLICATION FOR LICENSE  
 OR REGISTRATION OF CORPORATION NAME**  
*(For Foreign Profit or Nonprofit)*

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

**(CHECK ONLY ONE (1) BOX)**

<p><b>(1) Foreign Corporation</b></p> <p><input checked="" type="checkbox"/> For-Profit (151-FLP)  <input type="checkbox"/> Nonprofit (152-FLN)</p> <p align="right">ORC 1703</p> <p align="center">Filing Fee \$125.00</p>	<p><b>(2) Registration of Corporate Name by Unlicensed Foreign Corporation</b></p> <p><input type="checkbox"/> Original (158-RCO)  <input type="checkbox"/> Renewal (172-RNR (RCR)) ORC 1703</p> <p align="right">(Registration No.)</p> <p align="center">Filing Fee \$50.00</p>
---	---

**Complete the general information in this section for the box checked above.**

Corporate Name ASBESTEK, INC.

Under the Laws of the State of INDIANA  
(Home State)

Date of Incorporation in Home State 12-11-2006  
(Date)

The corporation's principal office is located at

6811 KENNEDY AVENUE  
(Street) **NOTE: P.O. Box Addresses are NOT acceptable.**

HAMMOND INDIANA 46323  
(City) (State) (Zip Code)

The corporate purpose it proposes to exercise in the state of Ohio are as follows: (Please provide a brief but specific description; a general purpose clause is not sufficient)

TO PERFORM ENVIRONMENTAL CONTRACTING SERVICES; i.e.  
ASBESTOS REMOVAL, MOLD REMEDIATION, AIR MONITORING,  
MERCURY (Hg) and LEAD (Pb) BASED PAINT MITIGATION.

The corporation is carrying on or doing business.

Check here if additional provisions are attached

**Complete the information in this section if box (1) is checked.**

The corporation hereby appoints the following as its statutory agent upon whom process against the corporation may be served in Ohio

Mr. Michael Collins

(Name)

8406 State Road, Route 13

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Greenwich

(City)

Ohio

(State)

44837

(Zip Code)

The entity above irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

- A. the agent cannot be found or
- B. the above listed fails to designate another agent when required to do so, or
- C. the above stated registration to do business in Ohio expires or is cancelled

**Complete the information in this section if profit is checked in box (1).**

The application is made to secure a  permanent  temporary license

The corporation's principal office within Ohio is to be located in  Corporation will not have an office in Ohio

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

(City)

(County)

Ohio

(State)

(Zip Code)

Has the corporation obtained a license to transact business in Ohio at any time in the past?  Yes  No

If yes, prior License No. \_\_\_\_\_ issued \_\_\_\_\_ (Date)

The date on which the corporation began transacting business in Ohio

Date \_\_\_\_\_

OR

Will begin business upon approval of application

Is this application being made to enable the corporation to prosecute or defend a legal action?  Yes  No

**Complete the information in this section if non-profit is checked in box (1).**

The location of its principal office in the state of Ohio is

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

(City)

(County)

Ohio

(State)

(Zip Code)

(Pursuant to ORC 1703.27 must have an Ohio address)

SS

IN WITNESS WHEREOF, the corporation has caused this application to be executed by an authorized

officer on September 10, 2007  
(Date)

STATE OF INDIANA

COUNTY OF LAKE

TOMAS AMAYA, being first duly sworn, deposes and says that he/she is the  
(Name of Officer)

PRESIDENT of ASBESTEK, INC.  
(title)

the corporation described in the foregoing application, and that the statements contained in said application are true and correct to the best of my knowledge and belief.

Signature: *Tomas Amaya*

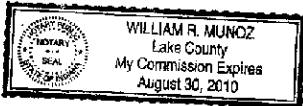
Name: TOMAS AMAYA

Sworn to before me and subscribed in my presence, 9.20.2007  
(date)

*William R. Munoz*  
(Notary Public)

NOTARY SEAL

Expiration date of Notary's Commission: 8-30-2010  
(date)

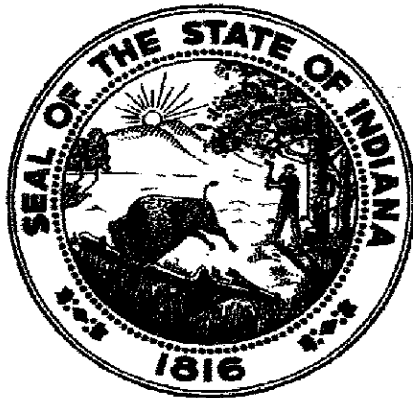


**State of Indiana  
Office of the Secretary of State**

**CERTIFICATE OF INCORPORATION  
of  
ASBESTEK, INC.**

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, December 11, 2006.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 11, 2006.

A handwritten signature in black ink that reads "Todd Rokita".

TODD ROKITA,  
SECRETARY OF STATE

2006121108360 / 2006121108340



**STATE OF INDIANA  
OFFICE OF THE SECRETARY OF STATE  
CERTIFICATE OF EXISTENCE**

To Whom These Presents Come, Greetings:

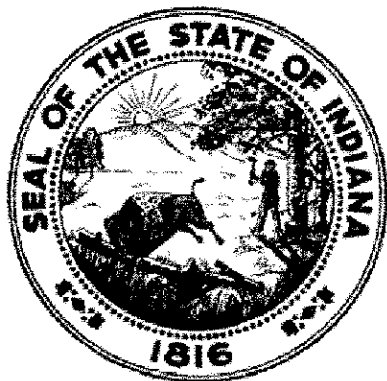
I, TODD ROKITA, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records, and proper official to execute this certificate.

I further certify that records of this office disclose that

**ASBESTEK, INC.**

duly filed the requisite documents to commence business activities under the laws of State of Indiana on December 11, 2006, and was in existence or authorized to transact business in the State of Indiana on September 06, 2007.

I further certify this For-Profit Domestic Corporation has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution or expiration has been filed or taken place.



In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the city of Indianapolis, this Sixth Day of September, 2007.

A handwritten signature in black ink that reads "Todd Rokita".

TODD ROKITA, Secretary of State

2006121100360 / 2007090671910

CERCLA 106(b) Petition

# EXHIBIT 18

EXHIBIT  
25

tabbles



## A facsimile from John Vadas

### ASBESTEK, INC.

Fax: 219-595-4154

John Vadas Fax: 219-845-3074

Pages Including cover: [2]

[Please call if all of this fax was not received]

219-845-3074 / 219-808-1882

To: Nationwide Demolition  
Attention: Molly Collins / Mike Collins  
Fax number: 419-589-8103

Date: 8-24-07  
Time: 6:45 A.M. Chicago

Regarding: Invoice for non-friable work in Euclid, OH

Mike & Molly,

The following invoice is for the substantial completion of the non-friable work that we started on Saturday 8-18-07 and completed Thursday 8-23-07. We used a crew of 3 workers and 1 supervisor as well as my on site intervention to coordinate dumpsters, waste manifests and rental equipment.

I will overnight you the waste manifests and a project log to detail the work up to this point as well as a copy of our certificate with the Secretary of State to work in Ohio and a projected work schedule / plan for the next phase that includes the friable T.S.I. on the pipes and the spray-on insulation in the rest of the warehouse / manufacturing facility.

If you could please send us a check for the work performed up to date, that will go a long way in helping us get the next phase of this project under way. We are looking into working with a business associate who has a license for environmental work in Ohio, which would mean we would not have to wait the 2-3 weeks for approval before we put in our 10 day. We are still going to get our license for Ohio, but this option will help expedite the friable portion of the project.

Tomas Amaya, my partner has a very good relationship with this contractor and has supervised many projects for them. I was their Project Manager / Estimator as well.

P.S.

If you could also overnight the survey for the Indianapolis job, we could start putting together a proposal for that as well. We are currently licensed in Indiana, Minnesota and Alabama and we are currently working on our Ohio and Illinois asbestos abatement licenses.

Thanks, John

John Vadas My e-mail address is [JPVFLange@comcast.net](mailto:JPVFLange@comcast.net) Web Site: [WWW.JPVServices.com](http://WWW.JPVServices.com)  
Cell 219-808-1882 Fax 219-845-3074 (My office)

ASBESTEK, INC. Phone: 219-595-4057 Fax: 219-595-4154 Tomas Amaya

CERCLA 106(b) Petition

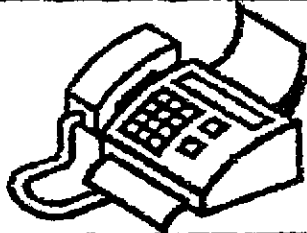
# EXHIBIT 19



08/31/2007 10:39 12198453874

JPV SERVICES

PAGE 21



## A facsimile from

John Vadas  
JPV Services  
**ASBESTEK, INC.**

219-845-3074  
Phone & Fax

To: **Nationwide Demolition**  
Attention: Molly Collins / Mike Collins  
Fax number: 419-589-8103

Date: 8-31-07  
Time: 11:45 A.M. Chicago

Pages including cover: (3) + cover EPA  
[Please call if all of this fax was not received]  
219-845-3074 / 219-808-1882

Regarding Revision #1 on 10 day Notice  
Mike & Molly,

This is a copy of our revision to the EPA for your records. We are sending out the 10 day notice for the friable asbestos removal today via certified mail. I will fax you a copy this afternoon when I get it completed. We will be using Safe Environment Corporation of Indiana contractors' license.

Thanks; John

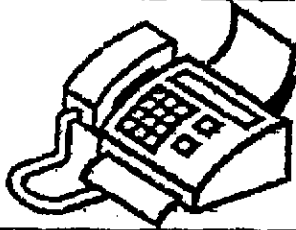
John Vadas My e-mail address is [JPVFlange@comcast.net](mailto:JPVFlange@comcast.net) Web Site: [WWW.JPVServices.com](http://WWW.JPVServices.com)  
Cell 219-808-1882 Fax 219-845-3074 (My office)

ASBESTEK, INC. Phone: 219-595-4057 Fax: 219-595-4154 Tomas Amaya

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PRODUCED BY NATIONWIDE 0057

CERCLA 106(b) Petition

# EXHIBIT 20



**A facsimile from  
ASBESTEK, INC.**  
219-845-3074  
Phone & Fax

**To: Ohio EPA**  
Attention: Ms: Sharon McDuffy  
Per Mr. Mike Sanoc request  
Fax number: 216-420-8047

Pages Including cover: [3]  
[Please call if all of this fax was not received]  
219-845-3074 / 219-808-1882

Date: 8-31-07

**Regarding:** Revision 1 of 10 day notification of demolition and renovation mailed 8-20-07

**Comments:**

The following revision is for the demolition /asbestos abatement work that will be taking place in Euclid, Ohio after the 10 day waiting period.

Please call if you require any other information.

Thank You;

Best Regards;

John Vzas -Project Manager-

Asbestek, Inc.

219-808-1882

0207427

**OHIO ENVIRONMENTAL PROTECTION AGENCY  
NOTIFICATION OF DEMOLITION AND RENOVATION**

Page 1 of 2



<b>Operator Project #</b>	<b>Postmark</b>	<b>Date Received</b>	<b>Notification #</b>				
<b>I. Type of Notification (check one):</b> <input type="checkbox"/> Original <input checked="" type="checkbox"/> Revised <input type="checkbox"/> Canceled							
<b>II. Facility Description (include building name, number, and floor or room number)</b>							
Building Name: <u>Former Cleveland Trencher Company</u>							
Address: <u>20100 Saint Clair Avenue</u>							
City: <u>Euclid</u>		State: <u>OHIO</u>	Zip Code: <u>44117</u> County: <u>Cuyahoga</u>				
Site Location (specific): <u>Manufacturing building complex all attached to front office building.</u>							
Building Size (square feet): <u>140,000 S.F.</u>		# of Floors: <u>2</u>	Age in Years: <u>50</u>				
Present Use: <u>Vacant</u>		Prior Use: <u>Industrial / Manufacturing</u>					
<b>III. Type of Operation (check one):</b> <input checked="" type="checkbox"/> Demo <input type="checkbox"/> Ordered Demo <input type="checkbox"/> Renovation <input type="checkbox"/> Emergency Renovation <input type="checkbox"/> Fire Training							
<b>IV. Is Asbestos Present? (check one):</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
<b>V. Facility Information</b>							
Owner Name: <u>Gary Thomas</u>							
Address: <u>P.O. Box 1052</u>							
City: <u>Akron</u>		State: <u>Ohio</u>	Zip Code: <u>44308</u>				
Contact: <u>Gary Thomas</u>		Telephone: <u>(330) 535-7070</u>	Fax: <u>(330) 535-3760</u>				
Removal Contractor Name: <u>Asbestek Incorporated</u> License # <u>Pending in Ohio</u>							
Address: <u>6811 Kennedy Avenue</u>							
City: <u>Hammond</u>		State: <u>IN</u>	Zip Code: <u>46323</u>				
Contact: <u>Thomas Anaya / John Vadas</u>		Telephone: <u>(219) 595-4057</u>	Fax: <u>(219) 595-4154</u>				
Other Operator (demolition/general): <u>Nationwide Demolition</u> License # <u>N/A</u>							
Address: <u>8406 State Road, Route 13</u>							
City: <u>Greenwich</u>		State: <u>Ohio</u>	Zip Code: <u>44837</u>				
Contact: <u>Michael Collins</u>		Telephone: <u>(419) 566-4575</u>	Fax: <u>(419) 569-8103</u>				
<b>VI. Procedure, including analytical methods, employed to detect the presence of and to estimate the quantity of RACM and Category I and Category II nonfriable ACM:</b>							
PLM Bulk sample analysis from pipes and siding.							
Measurements of transite panels and T.S.I. pipe insulation that were asbestos containing.							
Measurements of square footage of friable spray on insulation.							
Ohio Asbestos Hazard Evaluation Specialist: <u>Jack Dauch</u> ES <u>3029</u>							
Name		Certification #					
<b>VII. Approximate Amount of Asbestos Materials:</b>							
	RACM to be Removed	Nonfriable Asbestos Material to be Removed		Nonfriable Asbestos Material NOT to be Removed			
		Category I	Category II	Category I	Category II		
Pipes (linear feet)	1,900 L.F.						
Surface Area (square feet)	6,700 S.F.		11,400 S.F.				
Facility Components (cubic feet)							
<b>VIII. Scheduled Dates Demolition or Renovation:</b> Start: <u>09/04/07</u> Complete: <u>10-28-07</u>							
<b>IX. Dates for Asbestos Removal (MM/DD/YY)</b> Start: <u>09/04/07</u> Complete: <u>10-21-07</u>							
Days of the Week:	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours of Operation:	7AM-5PM	7AM-5PM	7AM-5PM	7AM-5PM	7AM-5PM	7AM-5PM	7AM-5PM
Complete all unshaded spaces, except demolitions which involve less than 260 linear feet, 160 square feet, or 35 cubic feet of RACM, need not complete spaces VII, XI, XII, XIII, XIV, and XV. Notifications for Emergency Demolition or Emergency Renovation must supply attachments.							



08/31/2007 10:30

12198453874

JPV SERVICES

PAGE 03

**OHIO ENVIRONMENTAL PROTECTION AGENCY  
NOTIFICATION OF DEMOLITION AND RENOVATION**

Page 2 of 2

**X. Description of planned Demolition or Renovation work to be performed and method(s) to be employed, including demolition or renovation techniques to be used and description of affected facility components:**  
Removal of all non-friable exterior and interior wall panels prior to demolition.  
All friable asbestos to be abated prior to any demolition in those areas that are affected.  
Some demolition will be possible after the transite is removed and prior to the friable work.

**XI. Description of work practices and engineering controls to be used to comply with the requirements, including asbestos removal and waste handling emission control procedures:** Workers will use personal protective equipment including respirators, tyvek suits, wet methods and secure transite panels in dumpsters lined with 2 layers of 6 mil poly. Full containment and negative air filtration will be used for friable surfacing material. Glovebags will be used on all asbestos pipe removal.

**XII. Waste Transporter #1**Name: Allied Waste - ClevelandAddress: 8123 Jones RoadCity: ClevelandState: OhioZip Code: 44185Contact: Chris ParnellTelephone: (216) 441-6300Fax: (216) 441-6305**Waste Transporter #2**

Name: \_\_\_\_\_

Address: N/A

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone: ( )Fax: ( )**XIII. Waste Disposal**Name: Ottawa County LandfillAddress: 530 N. Camp RoadCity: Port ClintonState: OHIOZip Code: 43452Contact: Tammy McCloudTelephone: (419) 635-2367Fax: (419) 635-2815**XIV. Emergency Demolition (complete item XIV and all other sections, only if this project is an Emergency Demo.)**

1. Attach a copy of the Order to this notice.

2. Name of Authority Issuing Order: \_\_\_\_\_

N/A

Title: \_\_\_\_\_

3. Authority of Order (Citation of Code): \_\_\_\_\_

4. Date of Order (MM/DD/YY): \_\_\_\_\_

Date Ordered to Begin: \_\_\_\_\_

**XV. Emergency Renovation (Attach separate sheet with the following information if project is Emergency Reno.)**

1. Date and Hour of the Emergency \_\_\_\_\_

2. Description of the Sudden, Unexpected Event \_\_\_\_\_

N/A

3. Explanation of how the event caused unsafe conditions or equipment damage or an unreasonable financial burden.

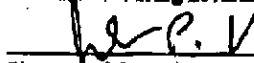
**XVI. Description of procedures to be followed in the event that unexpected RACM is found or nonfriable ACM becomes crumbled, pulverized or reduced to powder.**

sign off area with barrier tape and asbestos signs. Clean

up area with HEPA vacuums and wet wipe / bag up material.

Seal off area until full abatement can be set up.

**XVII. I certify that an individual trained in the provisions of NESHAPS (40 CFR PART 61, SUBPART M) will be on-site during the Demolition or Renovation and evidence that the required training has been accomplished by this person will be available during normal business hours.**

  
Signature of Owner/Operator
08-31-07

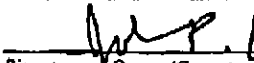
Date

John P. Vadas

Type or Print Name and Title

Project Manager

**XVIII. I acknowledge the existence of laws prohibiting the submission of false or misleading statements and I certify that facts contained in this notification are true, accurate, and complete.**

  
Signature of Owner/Operator
08-31-07

Date

John P. Vadas

Type or Print Name and Title

Project manager

Original Notification must be mailed or hand delivered at least ten working days (Monday-Friday excluding weekends) before demolition or renovation begins, except emergency demolitions and emergency renovations (see regulation) which must be submitted as soon as possible before operations begin. (Form Revised 11/12/97)

CERCLA 106(b) Petition

# EXHIBIT 21

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

OFFICIAL BANK CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



**HARRIS**

097901223

23-571020

PAY Sixty Five and 00/100\*\*\*\*\*

TO THE ORDER OF Treasurer State of Ohio

DATE 08/31/2007

AMOUNT \$65.00

REMITTER Safe Environment Corp.

*[Handwritten Signature]*  
Authorized Signature

MEMO

Drawer: Harris N.A. - 29 (5319)



Secured by Integrated Payment Systems Inc., Englewood, Colorado, (Pittsburgh) Chase Bank, N.A., Denver, Colorado

⑈143222⑈ ⑆102000979⑆ 6800097901223⑈

Harris

097901223

PURCHASER'S RECEIPT - RETAIN FOR YOUR RECORDS

**N O T N E G O T I A B L E**

PAY Sixty Five and 00/100\*\*\*\*\*

TO THE ORDER OF Treasurer State of Ohio

DATE 08/31/2007

AMOUNT \$65.00

REMITTER Safe Environment Corp.

**NOTICE TO CUSTOMERS**

The purchase of an Indemnity Bond will be required before any Official Check of this Bank will be replaced or refunded in the event it is lost, misplaced or stolen.

OFFICIAL BANK CHECK

MEMO



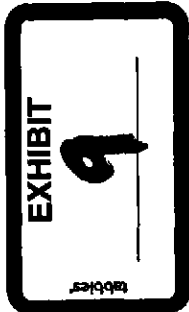
CERCLA 106(b) Petition

# EXHIBIT 22

Do Not Write In This Space

Project No.	Date Received	Notification No.	By
-------------	---------------	------------------	----

## Ohio Department of Health Prior Notification of Asbestos Hazard Abatement Project



Read carefully all the instructions and questions prior to completing the notification form.

1. Notifications including check shall be typed and sent to the Ohio Department of Health, Attn: Revenue Processing, P.O. Box 15278, Columbus, Ohio 43215.
2. Checks shall be made payable to: Treasurer, State of Ohio, for the amount of sixty-five dollars (\$65.00).
3. Any licensed asbestos hazard abatement contractor who performs any asbestos hazard abatement projects within the State of Ohio shall submit prior notifications to the Director at least ten business days before beginning each planned asbestos hazard abatement project as required by Chapter 3701-34 of the Ohio Administrative Code.
4. Type of notification  original     revision number \_\_\_\_\_ revised line(s) number \_\_\_\_\_  
 emergency     blanket     cancellation
5. Type of abatement involving at least 50 linear feet or 50 square feet  
 removal     repair     encapsulation     enclosure     renovation

6. Owner name <b>Gary Thomas</b>							
Address <b>P.O. Box 1052</b>		City <b>Akron</b>		State <b>OH</b>	ZIP <b>44309</b>		
Contact <b>Gary Thomas</b>				Contact telephone number <b>( 330 ) 535-7070</b>			
7. License number		Abatement Contractor <b>Safe Environment Corporation of Indiana</b>				Expiration	
Address <b>2301 Cline Avenue</b>		City <b>Schererville</b>		State <b>IN</b>	ZIP <b>46375</b>		
Contact <b>Anthony Paganelli</b>				Telephone number <b>( 219 ) 322-0844</b>			
8. Certification number		Name of asbestos hazard abatement specialist for project				Expiration	
9. Project information—Building name <b>The Former Cleveland Trencher Company</b>							
Address <b>20100 St. Claire Avenue</b>		City <b>Euclid</b>		State <b>OH</b>	County <b>Cuyahoga</b>		
Site location (specific) <b>Manufacturing buildings southeast of main brick office building on St. Claire</b>							
10. Project description							
Type of asbestos material <input checked="" type="checkbox"/> surfacing <input type="checkbox"/> mechanical <input type="checkbox"/> other							
Asbestos removal from <input checked="" type="checkbox"/> pipe <input type="checkbox"/> boiler <input type="checkbox"/> other							
Engineering controls <input checked="" type="checkbox"/> AFD <input checked="" type="checkbox"/> glove bag <input type="checkbox"/> other							
11. Estimate of asbestos containing material							
linear feet <b>1,900 L.F. PIPE</b>				square feet <b>6,700 S.F. Spray on Insulation</b>			
12. Abatement dates							
set up <b>9-13-07</b>		abatement <b>9-14-07</b>		completion (acm work only) <b>9-22-07</b>		Hours of operation	
Days of the week							
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
<b>7AM-5PM</b>	<b>7AM-5PM</b>	<b>7AM-5PM</b>	<b>7AM-5PM</b>	<b>7AM-5PM</b>	<b>7AM-5PM</b>	<b>7AM-5PM</b>	
13. Approved landfill—Name <b>Ottawa County Landfill</b>						EPA permit number	
City <b>Port Clinton</b>				State <b>Ohio</b>		Telephone number <b>43452</b>	
14. Name of person filing this notice <b>Anthony Paganelli</b>						Date <b>08-31-07</b>	

HEA 5121 (Rev. 8/03)



ASBESTEK000027

CERCLA 106(b) Petition

# EXHIBIT 23

00807547

Do Not Write in This Space

Received 8/31/07	Date Received	Notification No. 20071037	By [Signature]
---------------------	---------------	------------------------------	-------------------

**Ohio Department of Health**  
**Prior Notification of Asbestos Hazard Abatement Project**



Read carefully all the instructions and questions prior to completing the notification form.

- Notifications including check shall be typed and sent to the Ohio Department of Health, Attn: Revenue Processing, P.O. Box 16278, Columbus, Ohio 43218.
- Checks shall be made payable to: Treasurer, State of Ohio, for the amount of sixty-five dollars (\$65.00).
- Any licensed asbestos hazard abatement contractor who performs any asbestos hazard abatement projects within the State of Ohio shall submit prior notifications to the Director at least ten business days before beginning each planned asbestos hazard abatement project as required by Chapter 3701-34 of the Ohio Administrative Code.
- Type of notification  original  revision number \_\_\_\_\_ revised final number \_\_\_\_\_  
 emergency  blanket  cancellation
- Type of abatement involving at least 50 linear feet or 50 square feet  
 removal  repair  encapsulation  enclosure  renovation

6. Owner name <b>Gary Thomas</b>			
Address <b>P.O. Box 1052</b>		City <b>Akron</b>	State ZIP <b>OH 44309</b>
Contact <b>Gary Thomas</b>		Contact telephone number <b>(330) 535-7070</b>	
7. License number <b>AC1922</b>	Abatement Contractor <b>Safe Environment Corporation of Indiana</b>		Expiration <b>03/30/2008</b>
Address <b>2301 Cline Avenue</b>		City <b>Schererville</b>	State ZIP <b>IN 46375</b>
Contact <b>John P. Vadas</b>		Telephone number <b>(219) 808-1882</b>	
8. Certification number <b>AS29688</b>	Name of asbestos hazard abatement specialist for project <b>Carlos A. Bonilla</b>		Expiration <b>03/26/2008</b>
9. Project information—Building name <b>The Former Cleveland Trencher Company</b>			
Address <b>20100 St. Claire Avenue</b>		City <b>Euclid</b>	State County <b>OH Cuyahoga</b>
Site location (specify) <b>Manufacturing buildings southeast of main brick office building on St. Claire</b>			
10. Project description			
Type of asbestos material <input checked="" type="checkbox"/> surfacing <input type="checkbox"/> mechanical <input type="checkbox"/> other _____			
Asbestos removed from <input checked="" type="checkbox"/> pipe <input type="checkbox"/> boiler <input type="checkbox"/> other _____			
Engineering controls <input checked="" type="checkbox"/> AFD <input checked="" type="checkbox"/> glove bag <input type="checkbox"/> other _____			
11. Estimate of asbestos containing material			
linear feet <b>1,900 L.F. PIPE</b>		square feet <b>6,700 S.F. Spray on Insulation</b>	
12. Abatement dates			
set up <b>9-13-07</b>		abatement <b>9-14-07</b>	completion (leave work only) <b>9-22-07</b>
Hours of operation			
Days of the week	Monday <b>7AM-5PM</b>	Tuesday <b>7AM-5PM</b>	Wednesday <b>7AM-5PM</b>
	Thursday <b>7AM-5PM</b>	Friday <b>7AM-5PM</b>	Saturday <b>7AM-5PM</b>
	Sunday <b>7AM-5PM</b>		
13. Approved landfill—Name <b>Ottawa County Landfill</b>			EPA permit number <b>CID33837</b>
City <b>Port Clinton</b>		State <b>OHIO</b>	Telephone number <b>419-635-2367</b>
14. Name of person filing this notice <b>John P. Vadas</b>			Date <b>08-31-07</b>

CERCLA 106(b) Petition

# EXHIBIT 24



Beth Investment  
Corporation of Indiana  
2301 Chen Avenue  
Schererville, IN 46375

**CERTIFIED MAIL**



7005 1160 0000 5703 6461



U.S. POSTAGE  
PAID  
PERMIT NO. 117  
COLUMBUS, OH  
\$3.06  
9809/130-20

Ohio Department of Health  
P.O. Box 18278  
Columbus, Ohio 43215  
Attn: Revenue Processing

807547 SEP -4 07

tabbles  
**EXHIBIT**  
11

43215-10278

CERCLA 106(b) Petition

# EXHIBIT 25

**ENVIRONMENTAL SAFETY ASSURANCE INSTITUTE**  
1435 Saddle Circle West Drive  
Indianapolis, Indiana 46239  
(317) 352-1270 / (317) 352-0669

**CARLOS A. BONILLA**  
117-76-9153

Has Successfully Completed The Course  
Required Under TSCA Title II  
And Passed The Written Examination  
With a Score of 70% or Better  
For

**ASBESTOS SUPERVISOR REFRESHER**

Accredited by the  
Indiana Department of Environmental Management  
and the  
Illinois Department of Public Health

Certificate # ES07/SR2253

Course Dates : 02/17/2007  
Test Date: 02/17/2007 Expires: 02/17/2008



*Sharyn Rojas*  
Sharyn Rojas  
Manager

EXHIBIT  
8  
tabbles

EXHIBIT  
AMAYA 16  
tabbles

17:40 12198453874  
7 03:43p Tomas Rmaza

JPV SERVICES  
2195854154

PAGE 05  
P.2



State of Ohio  
Asbestos Abatement Specialist

Carlos A. Boudier  
Safe Environmental  
2391 Clise Avenue  
Schererville, IN 46177

Certification Number  
AS29688

DOB: 12/24/1958

Expiration Date is  
not valid if altered



STATE OF OHIO  
DEPARTMENT OF HEALTH

ASBESTOS HAZARD ABATEMENT CONTRACTOR LICENSE

Be It known that Safe Environment Corporation of Indiana is hereby licensed, having qualified as required by law in accordance with rules adopted by the Public Health Council relative to Asbestos Contractors.

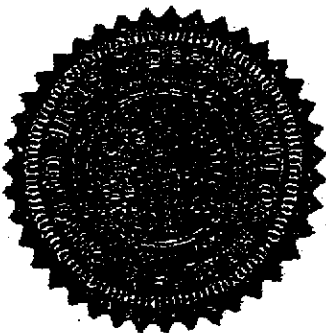
In Witness Whereof, I have subscribed my name and affixed the seal of the Department of Health State of Ohio on March 30, 2007 in the city of Columbus.

License number: AC1922

Effective Until: March 30, 2008

In witness thereof

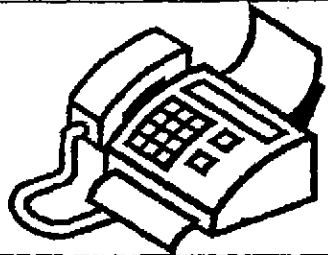
*Anna R. Harnish*  
Anna R. Harnish  
Acting Director of Health



HEA 5208 (rev. 1/02)

CERCLA 106(b) Petition

# EXHIBIT 26



**A facsimile from**

**John Vadas**  
**JPV Services**  
**ASBESTEK, INC.**  
Safe Environment  
219-845-3074  
Phone & Fax

**To: Nationwide Demolition**  
Attention: Molly Collins / Mike Collins  
Fax number: 419-589-8103

**Date: 8-31-07**  
**Time: 6:30 P.M. Chicago**

**Pages Including cover: [8]**  
[Please call if all of this fax was not received]  
219-845-3074 / 219-808-1882

**Regarding:** 10 Day notification to Ohio Dept. of Health / Ohio license and certificates

Mike & Molly;

The following pages are for your records. My partner, Tomas, is going to Euclid tomorrow late P.M. with a crew and equipment to take care of the pipe and any clean up you need done on Sunday. I am hoping the lifts are still there and working. He has enough materials to take care of a lot of clean up so you should be able to get at the steel. His cell phone number is 773-544-4848 if you need to talk to him about anything. If you are still interested in getting us to put together a number for the Indianapolis project, please FedEx the survey. I am going down to Indianapolis on Tuesday night and can stay and look at the project all day Wednesday. If you have other bidders looking at the site I might be able to save you some time. Don't use Champion or Heritage for your own good. They both have a history of major violations. When I was an Inspector I removed Heritage from the Mercury clean-up projects working for IT Corporation in the Chicago area. They took the gray area too far. As far as the EPA in Ohio, I do not foresee any problems. We will play it by the book on the friable containment and glove bag work. Don't let the dates on the notification scare you. I just have to put something that looks good to a regulator. We will probably knock out the friable in two days, 3 at the most.

Thanks, John

**John Vadas** My e-mail address is [JPVFLange@comcast.net](mailto:JPVFLange@comcast.net) Web Site: [WWW.JPVServices.com](http://WWW.JPVServices.com)  
Cell 219-808-1882 Fax 219-845-3074 (My office)

**ASBESTEK, INC.** Phone: 219-595-4057 Fax: 219-595-4154 Tomas Amaya  
Safe Environment: 219-808-1882

CERCLA 106(b) Petition

# EXHIBIT 27



Do Not Write in This Space

# Ohio Department of Health Prior Notification of Asbestos Hazard Abatement Project

Read carefully all the instructions and questions prior to completing the notification form.

1. Notifications including check shall be typed and sent to the Ohio Department of Health, Attn: Revenue Processing, P.O. Box 15278, Columbus, Ohio 43215.
2. Checks shall be made payable to: Treasurer, State of Ohio, for the amount of sixty-five dollars (\$65.00).
3. Any licensed asbestos hazard abatement contractor who performs any asbestos hazard abatement projects within the State of Ohio shall submit prior notifications to the Director at least ten business days before beginning each planned asbestos hazard abatement project as required by Chapter 3701-34 of the Ohio Administrative Code.
4. Type of notification  original  revision number 1 revised line(s) number 12  
 emergency  blanket  cancellation
5. Type of abatement involving at least 60 linear feet or 50 square feet  
 removal  repair  encapsulation  enclosure  renovation



6. Owner name <b>GARY THOMAS</b>			
Address <b>P.O. BOX 1052</b>		City <b>AKRON</b>	State ZIP <b>OH 44309</b>
Contact <b>GARY THOMAS</b>		Contact telephone number <b>(330) 535-7070</b>	
7. License number <b>AG1922</b>		Abatement Contractor <b>SAFE ENVIRONMENT CONTRACTORS OF INDIANA</b>	
Address <b>2301 CLINE AVENUE</b>		City <b>SCHERVILLE</b>	State ZIP <b>IN 46375</b>
Contact <b>JOHN P. VAAS</b>		Telephone number <b>(219) 808-1802</b>	
8. Certification number <b>AS29688</b>		Name of asbestos hazard abatement specialist for project <b>CARLOS DOMHA</b>	
Expiration <b>03/21/2008</b>			
9. Project Information—Building name <b>THE FORMER CLEVELAND TREASURER COMPANY</b>			
Address <b>20100 ST. CLAIR AVENUE</b>		City <b>EUCLID</b>	State County <b>OH CUYAHOGA</b>
Site location (optional) <b>MANUFACTURING BUILDING SOUTH OF MAIN BULK OILS BUILDING ON ST CLAIR</b>			
10. Project description			
Type of asbestos removal <input checked="" type="checkbox"/> surfacing <input type="checkbox"/> mechanical <input type="checkbox"/> other			
Asbestos removal from <input checked="" type="checkbox"/> pipe <input type="checkbox"/> boiler <input type="checkbox"/> other			
Engineering controls <input checked="" type="checkbox"/> AFD <input checked="" type="checkbox"/> glove bag <input type="checkbox"/> other			
11. Estimate of asbestos containing material			
linear feet <b>1,900 L.F. PIPE</b>		square feet <b>6,700 S.F. SPRAY ON INSULATION</b>	
12. Abatement dates			
set up <b>9-14-07</b>		abatement <b>9-15-07</b>	
Hours of operation		completion (begin work only) <b>9-24-07</b>	
Days of the week			
Monday	Tuesday	Wednesday	Thursday
7AM-5PM	7AM-5PM	7AM-5PM	7AM-5PM
Friday	Saturday	Sunday	
7AM-5PM	7AM-5PM	7AM-5PM	
13. Approved local health department—Name <b>OTTAWA COUNTY LAKEVILLE</b>			EPA permit number
City <b>PORT CLAYTON</b>			State <b>OHIO</b>
Telephone number <b>43452</b>			
14. Name of person filing this notice <b>JOHN P. VAAS</b>			Date <b>9-12-07</b>

HEA 6121 Rev. 9/06

RECEIVED TIME SEP. 12. 4:39PM

CERCLA 106(b) Petition

# EXHIBIT 28

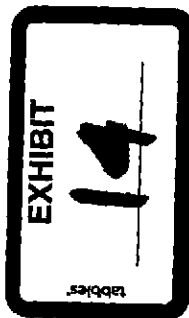
Do Not Write in This Space



## Ohio Department of Health Prior Notification of Asbestos Hazard Abatement Project

Read carefully all the instructions and questions prior to completing the notification form.

1. Notifications including check shall be typed and sent to the Ohio Department of Health, Attn: Revenue Processing, P.O. Box 15278, Columbus, Ohio 43215.
2. Checks shall be made payable to: Treasurer, State of Ohio, for the amount of sixty-five dollars (\$65.00).
3. Any licensed asbestos hazard abatement contractor who performs any asbestos hazard abatement projects within the State of Ohio shall submit prior notifications to the Director at least ten business days before beginning each planned asbestos hazard abatement project as required by Chapter 3701-34 of the Ohio Administrative Code.
4. Type of notification  original  revision number 2 revised line(s) number 10 11 12 8  
 emergency  blanket  cancellation
5. Type of abatement involving at least 50 linear feet or 90 square feet  
 removal  repair  encapsulation  enclosure  renovation



6. Owner name <b>GARY THOMAS</b>			
Address <b>P.O. Box 1052</b>		City <b>AKRON</b>	State ZIP <b>OH 44309</b>
Contact <b>GARY THOMAS</b>		Contact telephone number <b>(330) 535-7070</b>	
7. License number <b>AC1922</b>	Abatement Contractor <b>SAFE ENVIRONMENT CORPORATION OF INDIANA</b>		Expiration <b>03/31/2008</b>
Address <b>2301 CLINE AVE.</b>		City <b>SCHERVILLE</b>	State ZIP <b>IN 46375</b>
Contact <b>JOHN VAOS</b>		Telephone number <b>(219) 809-1882</b>	
8. Certification number <b>AS29843</b>	Name of asbestos hazard abatement specialist for project <b>TOMAS AMAYA</b>		Expiration <b>9-13-2008</b>
9. Project Information—Building name <b>THE FORMER CLEVELAND TRUCKER COMPANY</b>			
Address <b>20100 ST. CLAIRE AVENUE</b>		City <b>EUCLID</b>	State County <b>OH CUYAHOGA</b>
Site location (specified) <b>MANUFACTURING BUILDINGS SOUTHEAST OF MAIN OFFICE BUILDING</b>			
10. Project description			
Type of asbestos material	<input checked="" type="checkbox"/> surfacing	<input type="checkbox"/> mechanical	<input type="checkbox"/> other
Asbestos removed from	<input type="checkbox"/> pipe	<input type="checkbox"/> boiler	<input type="checkbox"/> other
Engineering controls	<input checked="" type="checkbox"/> CAFD	<input type="checkbox"/> glove bag	<input type="checkbox"/> other <b>FULL CONTAINMENT</b>
11. Estimate of asbestos containing material			
linear feet	<b>COMPLETED</b>	square feet	<b>6700 S.F.</b>
12. Abatement dates			
set up	<b>9-21</b>	abatement	<b>9-22</b>
completion (non-work only)	<b>9-25</b>		
Hours of operation <b>7 AM - 5 PM</b>			
Days of the week	Monday <b>9-24</b> <input checked="" type="checkbox"/>	Tuesday <b>9-25</b> <input checked="" type="checkbox"/>	Wednesday <input type="checkbox"/>
	Thursday <input type="checkbox"/>	Friday <b>9-21</b> <input checked="" type="checkbox"/>	Saturday <b>9-22</b> <input checked="" type="checkbox"/>
	Sunday <b>9-23</b> <input checked="" type="checkbox"/>		
13. Approved local health officer—Name <b>OTTAWA COUNTY LANDRELL</b>			EPA permit number <b>C1033837</b>
City <b>PORT CLINTON</b>		State <b>OH</b>	Telephone number <b>419-675-2367</b>
14. Name of person filing this notice <b>JOHN P. VAOS</b>			Date <b>9-17-07</b>

HEA 5121 (Rev. 04/03)

RECEIVED TIME SEP 17 7:38AM

CERCLA 106(b) Petition

# EXHIBIT 29

Do Not Write in This Space

Postmark	Date Received	Notification No.	By
		200771037	[Signature]

## Ohio Department of Health Prior Notification of Asbestos Hazard Abatement Project

Read carefully all the instructions and questions prior to completing the notification form.

1. Notifications including check shall be typed and sent to the Ohio Department of Health, Attn: Revenue Processing, P.O. Box 15278, Columbus, Ohio 43215.
2. Checks shall be made payable to: Treasurer, State of Ohio, for the amount of sixty-five dollars (\$65.00).
3. Any licensed asbestos hazard abatement contractor who performs any asbestos hazard abatement projects within the State of Ohio shall submit prior notifications to the Director at least ten business days before beginning each planned asbestos hazard abatement project as required by Chapter 3701-34 of the Ohio Administrative Code.
4. Type of notification  original  revision number 1 revised line(s) number 8 12  
 emergency  blanket  cancellation
5. Type of abatement involving at least 50 linear feet or 50 square feet  
 removal  repair  encapsulation  enclosure  renovation

EXHIBIT

16

.pages

6. Owner name <b>GARY THOMAS</b>			
Address <b>P. O. BOX 1052</b>		City <b>AKRON</b>	State ZIP <b>OH 44309</b>
Contact <b>GARY THOMAS</b>		Contact telephone number <b>(330) 535-7070</b>	
7. License number <b>AC 1922</b>		Abatement Contractor <b>SAFE ENVIRONMENT CORPORATION OF IN</b>	
Address <b>2301 CLIFF AVE.</b>		City <b>SCHERVILLE</b>	State ZIP <b>IN 46375</b>
Contact <b>ANTHONY J. PALANIELI</b>		Telephone number <b>(219) 322-0944</b>	
8. Certification number <b>A529843</b>		Name of asbestos hazard abatement specialist for project <b>TOMAS AMAYA</b>	
		Expiration <b>9/13/2008</b>	
9. Project Information—Building name <b>THE FORMER CLEVELAND TRENCH COMPANY</b>			
Address <b>20100 ST. CLAIR AVENUE</b>		City <b>EULLID</b>	State County <b>OH CUYAHOGA</b>
Site location (specific) <b>MANUFACTURING BUILDINGS SOUTHWEST OF MAIN BRICK OFFICE OF ST</b>			
10. Project description			
Type of asbestos material <input checked="" type="checkbox"/> surfacing <input type="checkbox"/> mechanical <input type="checkbox"/> other			
Asbestos removal from <input checked="" type="checkbox"/> pipe <input type="checkbox"/> boiler <input type="checkbox"/> other			
Engineering controls <input checked="" type="checkbox"/> AFD <input checked="" type="checkbox"/> glove bag <input type="checkbox"/> other			
11. Estimate of asbestos containing material			
Linear feet <b>190 LF.</b>		square feet <b>6,700 S.F.</b>	
12. Abatement dates			
set up <b>09-22-07</b>		abatement <b>09-22-07</b>	
Hours of operation <b>7-AM TO 5 PM</b>		completion (act work only) <b>09-26-07</b>	
Days of the week			
Monday	Tuesday	Wednesday	Thursday
X	X	X	X
Friday	Saturday	Sunday	
	X	X	
13. Approved entity—Name <b>OTTAWA COUNTY LANDFILL</b>			EPA permit number <b>CID 33337</b>
City <b>PART CLINTON</b>		State <b>OH</b>	Telephone number <b>419-(35-2)67</b>
14. Name of person filing this notice <b>JOHN P. VAPOS</b>			Date <b>09-21-07</b>

HEA 5121 (Rev. 8/03)

RECEIVED TIME SEP 21 7:07AM

CERCLA 106(b) Petition

# EXHIBIT 30

**BULK SAMPLE RECORD  
OHIO DEPARTMENT OF HEALTH  
ASBESTOS PROGRAM**



Date 9/25/07 Project ID# 200771037 <sup>AR396</sup> Contractor Safe Environment of Indiana

Project Name and Address Dary Thomas 20100 St Clair Euclid Oh

Sample #	Sample Location
S1	SE corner of concrete - Window Glazing
S2	SE corner of concrete - Transite
S3	Pipe insulation on pipe in pile #1 S of bldg
S4	W bay of bldg 1/2 way - TSI paper on floor
S5	W bay of bldg 1/2 way - TSI paper on floor
S6	W bay of bldg 1/3 way from N - TSI "MAG" on floor under pipe
S7	Center wall 1/2 way - TSI on floor under pipe

Samples Collected By Allen F. Richards

CHAIN OF CUSTODY

Released By	Date	Received By	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

WHITE-Central Office

CANARY-Laboratory

PINK-Inspector

**BULK SAMPLE RECORD  
OHIO DEPARTMENT OF HEALTH  
ASBESTOS PROGRAM**

Date 9/25/07 Project ID# 200771037AR Contractor Safe Environment of Indiana<sup>Corp</sup>

Project Name and Address Gary Thomas 20100 St Clair Ave Euclid, OH

Sample #	Sample Location
S8	W wall of boiler room - sprayon
S9	S of Bldg pile #4 - sprayon on siding
S10	SE corner of Bldg - demold transite on beam
S11	E side between wings (center & S) - TSI on weeds under pipe
S12	E side between N & center wings - transite from bag in dumpster #9
S13	E side between N & center wings - mag from bag in dumpster #9
S14	SE corner of N wing - TSI on ground in area T

Samples Collected By Allen F Richards

CHAIN OF CUSTODY

Released By	Date	Received By	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

WHITE-Central Office

CANARY-Laboratory

PINK-Inspector



CERCLA 106(b) Petition

# EXHIBIT 31

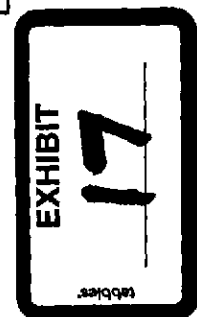
Do Not Write in This Space

Postmark	Date Received	Notification No.
		200771037

## Ohio Department of Health Prior Notification of Asbestos Hazard Abatement Project

Read carefully all the instructions and questions prior to completing the notification form.

1. Notifications including check shall be typed and sent to the Ohio Department of Health, Attn: Revenue Processing, P.O. Box 16278, Columbus, Ohio 43215.
2. Checks shall be made payable to: Treasurer, State of Ohio, for the amount of sixty-five dollars (\$65.00).
3. Any licensed asbestos hazard abatement contractor who performs any asbestos hazard abatement projects within the State of Ohio shall submit prior notifications to the Director at least ten business days before beginning each planned asbestos hazard abatement project as required by Chapter 3701-34 of the Ohio Administrative Code.
4. Type of notification  original  revision number 1 revised line(s) number 12  
 emergency  blanket  cancellation
5. Type of abatement involving at least 60 linear feet or 60 square feet **PROJECT COMPLETED**  
 removal  repair  encapsulation  enclosure  renovation



6. Owner name <b>GARY THOMAS</b>			
Address <b>P.O. BOX 1052</b>		City <b>AKRON</b>	State ZIP <b>OH 44309</b>
Contact <b>GARY THOMAS</b>		Contact telephone number <b>(330) 535-7070</b>	
7. License number <b>AC 1922</b>	Abatement Contractor <b>SAFE ENVIRONMENT CORPORATION OF IN</b>		Expiration <b>03/30/2008</b>
Address <b>2301 CLINE AVE.</b>		City <b>SCHERVILLE</b>	State ZIP <b>IN 46375</b>
Contact <b>ANTHONY J. PAGANELLI</b>		Telephone number <b>(219) 322-0844</b>	
8. Certification number <b>AS 29843</b>	Name of asbestos hazard abatement specialist for project <b>TOMAS AMAYA</b>		Expiration <b>9/13/2008</b>
9. Project information—Building name <b>THE FORMER CLEVELAND TRENCH COMPANY</b>			
Address <b>20100 ST. CLAIR AVENUE</b>		City <b>EUCLID</b>	State County <b>OH CUYAHOGA</b>
Site location (specific) <b>MANUFACTURING BUILDINGS SOUTHWEST OF MAIN BRICK OFFICE ON STREET</b>			
10. Project description			
Type of asbestos material	<input checked="" type="checkbox"/> surfacing	<input type="checkbox"/> mechanical	<input type="checkbox"/> other
Asbestos removed from	<input checked="" type="checkbox"/> pipe	<input type="checkbox"/> boiler	<input type="checkbox"/> other
Engineering controls	<input checked="" type="checkbox"/> AFD	<input checked="" type="checkbox"/> glove bag	<input type="checkbox"/> other
11. Estimate of asbestos containing material			
linear feet	<b>1,900 L.F.</b>	square feet	<b>6,700 S.F.</b>
12. Abatement dates			
set up	<b>09-22-07</b>	abatement	<b>09-22-07</b>
completion (non-work only)	<b>09-23-07</b>		
Hours of operation <b>7 AM - 5 PM</b>			
Days of the week	Monday	Tuesday	Wednesday
			Thursday
			Friday
			Saturday
			Sunday
			X
			X
13. Approved landfill—Name <b>OTTAWA COUNTY LANDFILL</b>			EPA permit number <b>C10 33 837</b>
City <b>POOT CLINTON</b>		State	Telephone number <b>419-635-2367</b>
14. Name of person filing this notice <b>JOHN P. VADAS</b>			Date <b>9-25-07</b>

HEA 5121 (Rev. 8/03)

RECEIVED TIME SEP. 25. 8:13AM

CERCLA 106(b) Petition

# EXHIBIT 32

# SAFE Safe Environment Corporation of Indiana

EXHIBIT  
**32**

September 26, 2007

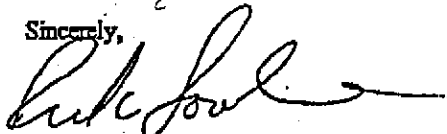
Joshua Koch  
State of Ohio Department of Health  
Division of Quality Assurance  
Bureau of Diagnostic Safety & Personnel Certification  
Asbestos Program  
246 North High Street  
P.O. Box 118  
Columbus, OH 43216-0118  
P 614-466-3770  
F 614-752-4157

RE: Asbestos abatement notification and work at the former Cleveland Trencher Company in Euclid, OH.

Safe Environment Corp. of IN does not have any asbestos projects going in the state of Ohio at the time. Also, Safe Environment or any of its employees did not file the notification that was faxed to your office. The company contact John Vadas is not employed or authorized to act as an agent for Safe Environment Corp of IN.

If you have any questions or if we can be of further assistance in this matter, please do not hesitate to call me at 708-441-9526.

Sincerely,



Rick Lovelace  
Safe Environment Corp of IN

2301 CLINE AVENUE, SUITE 106  
SCHERERVILLE, INDIANA 46375  
PHONE: (219) 322-0844 FAX: (219) 322-0837

2301 Cline Avenue, Suite 106  
Phone: (219) 322-0844

Schererville, IN 46375  
Fax: (219) 322-0837

CERCLA 106(b) Petition

# EXHIBIT 33



585 East 222nd Street, Euclid, OH 44123-2099

www.cityofeuclid.com

August 27, 2007

Mike Collins, President  
Nationwide Demolition Services Inc.  
8406 State Rt. 13  
Greenwich, OH 44837

Joseph J. Piscazzi, Trustee  
Gary Thomas Trustee  
28060 Marcia Blvd.  
Cuyahoga Falls, OH 44223

Western Surety Company  
101 South Phillips Ave.  
Sioux Falls, SD 57117

Bond # 929359827      Permit Number: 207-0016001      Address: 20100 St Clair Ave.


Dear Mr. Collins et.al:

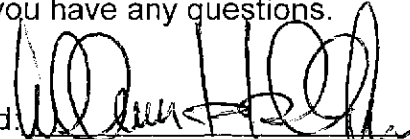
Please accept this letter as notification to **STOP ALL WORK** authorized by the above referenced permit. This order is pursuant to authority of Euclid Codified Ordinances section 1703.44 and the Ohio Building Code section 114.1.

This order is based on a violation of conditions of the permit which mandates compliance with all applicable State of Ohio laws, ordinances, rules and regulations as provided by Euclid Codified Ordinances section 1703.44 and Ohio Building Code section 115.1

Please also be aware that the City of Euclid is notifying you of a potential claim against your Contractor's Compliance Bond.

Please feel free to call Paul Beno at 216 289-8180 if you have any questions.

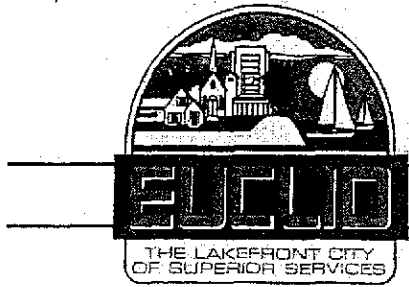
Signed:   
Paul Beno, Acting Commissioner

Signed:   
William Gallagher, Chief Building Official

PISCAZZI&THOMAS000020

CERCLA 106(b) Petition

# EXHIBIT 34



585 East 222nd Street, Euclid, OH 44123-2099

www.cityofeuclid.com

August 28, 2007

Gary Thomas, Trustee  
Joseph P. Piscazzi Revocable Trust  
P.O. box 1052  
Akron, OH 44309

And

Joseph J. Piscazzi, Trustee  
Joseph P. Piscazzi Revocable Trust  
28060 Marcia Blvd  
Cuyahoga Falls, OH 44223

Re: 20100 Saint Clair Ave.

Dear Mr Thomas:

As a follow up to the on site meeting and inspection which you were present for yesterday, you are notified of the following:

Due to conditions of exposed, damaged and disturbed asbestos containing materials,  
The above property is declared to be an unsafe structure and a public nuisance. Euclid  
Codified Ordinances section 1703.50

Such public nuisance shall be temporarily abated by securing the property and posting all  
access points in the following manner:

Lock all gates and secure perimeter fence surrounding the property.

Post all access points with no trespassing signs.

At interior of property all access doors to remaining buildings shall be posted with  
Occupational Health and Safety Administration (OHSA) specified asbestos warning  
signs.

PISCAZZI&THOMAS000021



At the various potential entrance points (approximately 4) to the exterior demolition area OSHA specified asbestos warning signs shall be posted on signboards mounted at a readily visible height.

Install OSHA specified barricade tape around the entire perimeter of the suspect asbestos debris area.

Secure all ground floor openings of the office structure fronting on Saint Clair Avenue which are outside of the perimeter fence.

**Complete above actions before 5:00 p.m. Monday October 1, 2007, all actions not completed will be completed by the City of Euclid.** Costs will be collected by appropriate actions of law. Authority for abatement actions and collections undertaken by the City are based on Euclid Codified Ordinances sections: 1703.55, 1703.56 and 1753.05

Signed:



Paul Beno,  
Acting Commissioner of Buildings

CERCLA 106(b) Petition

# EXHIBIT 35

RICHLAND COUNTY  
CLERK OF COURTS  
FILED  
2008 OCT 31 PM 3:54  
LINDA HERRARY  
CLERK OF COURTS

IN THE COURT OF COMMON PLEAS  
RICHLAND COUNTY, OHIO

**NATIONWIDE DEMOLITION  
SERVICES, LLC,**  
8406 State Route 13  
Greenwich, OH 44837  
Plaintiff,

Case No.

vs.

**ASBESTEK, INC.**  
6811 Kennedy Avenue  
Hammond, IN 46323

COMPLAINT  
FOR MONEY DAMAGES

**SAFE ENVIRONMENTAL CORP.**  
2301 Cline Avenue, Suite 106  
Schererville, IN, 46375

**PISCAZZI, JOSEPH J**  
2860 Marcia Blvd  
Cuyahoga Falls, OH 44223

Linda J. Errary, Clerk of Courts  
Richland County, Ohio, hereby certify that  
the foregoing is a true and correct copy of the

COMPLAINT

filed with me

*Oct 31, 2008*

Deputy Clerk of Courts

**GARY THOMAS**  
71 Cotter Ave.  
Akron, OH 44305

Defendants.

Plaintiff, Nationwide Demolition Services, LLC, (hereinafter "Nationwide Demolition"),  
sues defendants, Asbestek, Inc., and Safe Environmental Corp., (hereinafter "Asbestek" and  
"Safe Environmental", respectively), Indiana corporations, and Joseph J. Piscazzi and Gary  
Thomas, (hereinafter "Piscazzi" and "Thomas", respectively) and states its claims as follows:

**COUNT I - NEGLIGENCE**

1. Plaintiff, Nationwide Demolition, an Ohio corporation, is a demolition contractor in  
Richland County, Ohio, who was awarded a contract from defendants Piscazzi and  
Thomas to perform demolition work upon property Piscazzi and Thomas owned  
known as the Cleveland Trencher site, located at 20100 St. Clair Avenue, Euclid,  
Ohio.

2. Defendants Asbestek and Safe Environmental are Indiana corporations, both of which engage in asbestos remediation work for hire, and share common employees and regularly work with each other on asbestos abatement projects.
3. Defendant Asbestek entered into a contract with Nationwide Demolition in Richland County, Ohio on August 16, 2007 to do asbestos abatement work at the Cleveland Trencher site, 20100 St. Clair Avenue, Euclid, Ohio.
4. Asbestos is a hazardous material that requires special handling and a higher degree of care that limits asbestos abatement work to specially licensed contractors who have certified that they have the requisite training and experience to safely perform such work to protect the public from asbestos exposure and/or contamination.
5. Defendants Asbestek and Safe Environmental both represented themselves to be duly licensed and qualified to perform asbestos abatement work for Nationwide Demolition at the Cleveland Trencher site at all material times.
6. Defendant Asbestek contracted with Safe Environmental and the two companies jointly undertook the asbestos abatement project at the Cleveland Trencher site between August and October, 2007 and owed plaintiff a duty to perform the work in a careful, prudent manner to prevent asbestos contamination of the work site and to dispose of the asbestos materials in a safe manner in compliance with law.
7. Defendants Asbestek and Safe Environmental breached their duty to plaintiff Nationwide Demolition by negligently performing the asbestos abatement work with the result that the Cleveland Trencher site became contaminated by asbestos, the job site and all equipment on it were quarantined until asbestos contamination remediation work was completed by other licensed specialists to contain and

remediate the contamination, all at plaintiff Nationwide Demolition's expense, and until the work site, which was forced to shut down because of the asbestos contamination for several months, could be cleared by state and federal regulators.

8. In the alternative, it is possible that some or all of the asbestos contamination within the Cleveland Trencher site pre-existed any work done by Nationwide Demolition, Asbestek or Safe Environmental, and, if so, then defendants Piscazzi and Thomas were negligent in failing to abate such contamination before having Nationwide Demolition and its subcontractors, including Asbestek, proceed with demolition services and asbestos abatement services incidental thereto.
9. Plaintiff Nationwide Demolition has been damaged, suffering general and special damages in several respects that are continuing damages in some respects, but that are substantially detailed to the extent presently estimated on the summary attached to this Complaint and marked as Exhibit A, which total at least \$871,837.00 of liquidated damages at present.

#### COUNT II - BREACH OF CONTRACT

10. All preceding allegations are hereby incorporated by reference as if specifically and fully re-alleged herein.
11. In negligently performing the asbestos abatement services contracted for, to remove and dispose of the non-friable and friable asbestos at the Cleveland Trencher site, Asbestek breached its contract with Nationwide Demolition.
12. Plaintiff Nationwide Demolition has been damaged, suffering general and special damages that are continuing, but that are substantially detailed to the extent presently

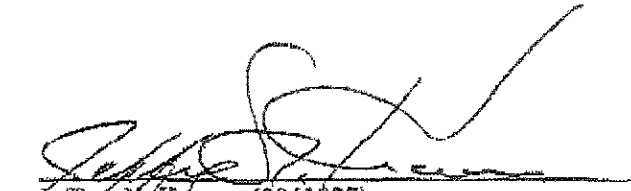
estimated on the summary attached to this Complaint and marked as Exhibit A, which total at least \$871,837.00 of liquidated damages at present.

**COUNT III - FRAUD IN THE INDUCEMENT**

13. All preceding allegations are hereby incorporated by reference as if specifically and fully re-alleged herein.
14. Defendant Asbestek knowingly and fraudulently represented that it was or would be properly licensed to perform such asbestos abatement work in the State of Ohio by the time it started or would start on such work.
15. Such turned out to be false and fraudulently made to induce plaintiff Nationwide Demolition to award Asbestek the contract and to induce payment to Asbestek pursuant thereto.
16. Plaintiff Nationwide Demolition did reasonably rely upon Asbestek's false and fraudulent representation.
17. Plaintiff Nationwide Demolition has been damaged, suffering general and special damages in several respects that are continuing damages in some respects, but that are substantially detailed to the extent presently estimated on the summary attached to this Complaint and marked as Exhibit A, which total at least \$871,837.00 of liquidated damages at present.

WHEREFORE, plaintiff Nationwide Demolition requests that judgment be entered against each defendant on each Count for such general damages and special damages as may be proven against each defendant, and for recovery of costs; and on Count III for an additional award of punitive damages, including attorney's fees, to the extent justified upon

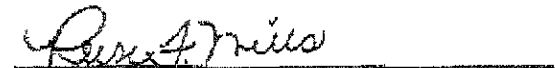
the proof, and under all Counts for such further legal and equitable relief necessary to do substantial justice.



---

Jeffrey N. Kramer (0061027)  
24 West Third Street, Suite 300  
Mansfield, Ohio 44902  
(419) 522-7474 / fax (419) 522-7478

and



---

Reese F. Mills (0009928)  
Mabee & Mills  
24 West Third Street, Suite 300  
Mansfield, Ohio 44902  
(419) 524-1403 / fax (419) 522-4315  
Attorneys for Plaintiff, Nationwide Demolition  
Services, LLC

CLEVELAND TRENCHER PROJECT- ASBESTOS CONTAMINATION & ASSOCIATED COSTS

VENDOR	ITEM	COST
PIONEER(METAL TECH)	EXCAVATOR	50,200
PIONEER(METAL TECH)	PICK UP/ DELIVERY	11,600
NATIONWIDE DEMO	EXCAVATOR	50,200
NATIONWIDE DEMO	PICK UP/DELIVERY	20,000
LEPPD EQUIPMENT	GRAPPLE	42,300
NATIONWIDE DEMO	PICK UP/ DELIVERY	8,400
DUNN RIGHT	BOBCATS	82,760
BK SCAFFOLDING	SCISSOR LIFT	23,700
PINEVIEW AND NATIONWIDE DEMO	TRAILERS	13,046
SONKIN & KOBERNA AND ULMER & BURN	LEGAL EXPENSES	94,684
LABOR COSTS		87,565
OVERHEAD (OIL, SECURITY, FED-X, ETC)		80,547
HOTEL, FOOD AND GAS		4,846
OWNER FEES (TAXES, INSURANCE)		125,000
ASBESTOS REMEDIATION EXPENSES		155,889
DEBRIS REMOVAL		21,000
OSHA FINES		600
CONSULTATION AND DOCUMENT PREPARATION		10,000
LAPORTE INDIANA (ADDITIONAL EXPENSES, FEES, FINES)		51,000
MOUNT CARMEL INTEREST		12,250
TOTAL		5871,837





STATE OF OHIO  
IN THE COMMON PLEAS COURT  
RICHLAND COUNTY, OHIO

Case No. 2008 CV 2002 H

NATIONWIDE DEMOLITION SERVICES ASBESTEK INC  
LLC  
Plaintiff Defendant

SEND TO:

SAFE ENVIROMENTAL CORP  
2301 CLINE AVE  
SUITE 106  
SCHERERVILLE, IN 46375

JEFFREY N KRAMER  
24 WEST THIRD STREET  
SUITE 300  
MANSFIELD, OH 44902  
(419)-522-7474

SCHEDULING ORDER

An INITIAL SCHEDULING CONFERENCE in the above case is ORDERED:

Date: 01/08/2009 Time: 3:00 pm  
Place: 50 PARK AVE. EAST Courtroom:  
MANSFIELD, OH 44902 Phone 419-774-5570

NOTICE: YOU STILL MUST ANSWER THE COMPLAINT, WITHIN 28 DAYS AFTER IT WAS SERVED ON YOU, TO AVOID DEFAULT JUDGMENT AGAINST YOU.

This scheduling conference will be conducted by the COURT ADMINISTRATOR TAMMY DWYER and may be held by telephone upon the condition that opposing counsel are notified and given the opportunity to appear by phone as well. The requesting party shall conference in all parties appearing by phone and then conference in the Court. The Court does not require notice of the intent to appear by phone. The scheduling conference will identify issues for trial and establish a schedule for disposition of the case. Counsel (not secretaries or paralegals) shall be prepared to discuss issues in the case, discovery yet to be completed and the time needed for discovery, pending or anticipated motions, settlement proposals, time required for trial and trial dates. Attorneys will bring their calendars to the conference to facilitate scheduling.

IF THERE ARE ANY DEFENDANTS WHO HAVE NOT YET ENTERED AN APPEARANCE, PLAINTIFF'S COUNSEL SHALL ASSURE THEY ARE SERVED WITH A COPY OF THIS SCHEDULING ORDER WHEN THEY APPEAR.

SO ORDERED.

JAMES D HENSON

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served according to local rules and sent by  Regular Mail,  Hand-delivered to parties,  Placed in counsel's box in Clerk's Office on November 6, 2008, to the following:

cc:  
ASBESTEK INC  
JOSEPH J PISCAZZI  
DIARY THOMAS

JEFFREY N KRAMER  
AC

CERCLA 106(b) Petition

# EXHIBIT 36



# Complaint Summary

Office of the Attorney General-Investigations

Run Date: 1/14/2010 10:26

County Complaint # 1034940-1      CIF # 5766BB      Report Date 01/14/2010

Name Amaya, Tomas Phone \_\_\_\_\_  
 Address 6307 West 23rd Ave, Gary, IN, United States Alias \_\_\_\_\_  
 Ethnicity Hispanic Sex M Age 39  
 Height \_\_\_\_\_ Weight \_\_\_\_\_ Hair Brown Eyes BROWN  
 D.O.B. 11/18/1967 SSN [REDACTED] Driver License \_\_\_\_\_  
 Birthplace \_\_\_\_\_

Orig. Agency Office of the Attorney General-Investigations Date of Offense 8/1/2007  
 Arresting Agency \_\_\_\_\_ Date of Arrest \_\_\_\_\_  
 Location of Offense Unk, Cleveland, OH  
 Incident Tracking # \_\_\_\_\_ FBI # \_\_\_\_\_ BCI # \_\_\_\_\_ CCSO # \_\_\_\_\_  
 Primary Offense 2909.06 Criminal Damaging or Endangering Level F4  
 Other Offenses \_\_\_\_\_  
 Accomplice(s) \_\_\_\_\_  
 Direct Indictment: Yes    Arrested: No    Warrant: No    Holders \_\_\_\_\_

### Synopsis of Offense:

Recklessly caused or created a substantial risk of physical harm to persons without their consent by means of an inherently dangerous substance.

Drugs: \_\_\_\_\_      Weapons: \_\_\_\_\_      Suspected Injury to Victim: \_\_\_\_\_

Officer	Badge #	Rank	Role	Phone	Agency	Assigned
Cheugh, Robert (Unk)	Unk				Office of the Attorney General-Investigations	Yes



# Incident Report

Office of the Attorney General-Investigations

Run Date: 1/14/2010 10:26

County Complaint # 1034940-1      **Amaya , Tomas**      Report Date: 01/14/2010

Offender	Demographics
Amaya , Tomas 6307 West 23rd Ave , Gary , IN, United States Phone: Alias(es):	D.O.B. 11/18/1967      Age: 40    Sex: M Eyes: BRO: BROWN      Hair: BRO: Brown Height:      Weight: Ethnicity: Hispanic Birthplace:

**Offenses**

Offenses: 2909.06 Criminal Damaging or Endangering  
 Synopsis of Offense:      Date: 8/1/2007  
 Recklessly caused or created a substantial risk of physical harm to      Location: Unk  
 persons without their consent by means of an inherently  
 dangerous substance.  
 Original Agency: Office of the Attorney General-Investigations      Arrested: No  
 Arresting Agency:      Date of Arrest:  
 Accomplice(s):

<b>Drugs</b>	<b>Weapons</b>	<b>Suspected Injury to Victim</b>

Officers				
Name	Badge #	Rank	Agency	Assigned
Cheugh , Robert (Unk )	Unk		Office of the Attorney General-Investigations	Yes



# Office of the Attorney General-Investigations

Office of the Attorney General-Investigations

Run Date: 1/14/2010 10:26

OCA # 2010-12345, 8/1/2007 00:00 - Criminal Damaging or Endangering

Report Date: 1/14/2010

### Summary

Recklessly caused or created a substantial risk of physical harm to persons without their consent by means of an inherently dangerous substance.

### Incident

Occurred From: 8/1/2007 00:00

Occurred To:

Location: Unk , Cleveland , OH - Unk

### Persons Involved

Name	Type	DOB	Phone
Amaya , Tomas	Offender	11/18/1967	

### Offenses

Amaya , Tomas

Statute - Description	Level
2909.06 Criminal Damaging or Endangering	F4

### Assigned Officer

Cheugh , Robert (Unk )

Phone:

Email:

### Incident

County Complaint # 1034940

Incident # (OCA) 2010-12345

Title: Criminal Damaging or Endangering

Occurred From: 8/1/2007 00:00

Occurred To:

Location: Unk

Address: Unk  
Cleveland , OH

Summary: Recklessly caused or created a substantial risk of physical harm to persons without their consent by means of an inherently dangerous substance.

Notified By:

Type:

Phone:

Method:

Notified:

Arrived:

Cleared:

Est. Complete:

Investigation Complete: No

### Officers

Assigned Officer: Cheugh , Robert (Unk )

Agency: Office of the Attorney General-Investigations

Gender:

Phone:

Email:

Badge ID: Unk

Rank:

Role:

Unit ID:

Unit Name:



# Office of the Attorney General-Investigations

Office of the Attorney General-Investigations

Run Date: 1/14/2010 10:26

OCA # 2010-12345, 8/1/2007 00:00 - Criminal Damaging or Endangering

Report Date: 1/14/2010

Offense: Amvys, Torms Direct Indictment

<b>Alias:</b>		<b>RMS ID:</b> 95167	
<b>Status:</b> Not arrested		<b>Holder:</b>	
<b>Accomplice:</b> No		<b>D.O.B.:</b> 11/18/1967	
<b>SSN:</b> ██████████		<b>D.O.D.:</b>	
<b>State ID:</b>		<b>Age:</b> 40	
<b>License:</b>		<b>Est. Height:</b>	
<b>Marital Status:</b>		<b>Est. Weight:</b>	
<b>Residential Status:</b>		<b>Build:</b>	
<b>Birth City:</b>		<b>Complexion:</b>	<b>Hair Color:</b> BRO: Brown
<b>Religion:</b>		<b>Skin:</b>	<b>Hair Style:</b>
<b>Citizenship:</b> US: UNITED STATES		<b>Eyes:</b> BRO: BROWN	<b>Hair Length:</b>
<b>Ethnicity:</b> Hispanic			
<b>Gender:</b> M			
<b>County Complaint #</b> 1034940-1	<b>FBI #</b>	<b>BCI #</b>	
<b>Incident Tracking #</b>	<b>Bind Over Date:</b>	<b>Warrant:</b> 0	
<b>Home ( Primary ) Address</b>		<b>Email</b>	
6307 West 23rd Ave Gary , IN United States			
<b>Offense:</b>			
<b>Statute:</b> 2909.06 - Criminal Damaging or Endangering			
<b>POC Code:</b>			
<b>UCR Code:</b>			
<b>Jurisdiction:</b> Ohio Revised Code		<b>Sequence ID:</b> 0	<b>Level/Qty.</b> F4/1
<b>Specifications:</b>		<b>Action:</b> Complete	<b>Date:</b>
<b>Court:</b>		<b>Filing Date:</b>	
<b>Court Name:</b>		<b>Court Arraignment Date:</b>	
Felony			

CERCLA 106(b) Petition

# EXHIBIT 37



# Gerald E. Fuerst, Clerk of Courts

## Court of Common Pleas - Cuyahoga County, Ohio



Docket

Case Charges

Costs

Defendant Info

Attorneys

Other Cases

Other Defendants

New Search

Main Menu

### CASE SUMMARY

#### CASE INFORMATION

<b>Number:</b>	CR-10-533159-A
<b>Caption:</b>	THE STATE OF OHIO vs. TOMAS AMAYA
<b>Status:</b>	CASE CLOSED
<b>Judge Name:</b>	JANET R BURNSIDE
<b>PO Name:</b>	PROBATION RESTITUTION
<b>Next Event:</b>	N/A
<b>Arrested:</b>	N/A

#### DEFENDANT INFORMATION

<b>Number:</b>	12001624
<b>Name:</b>	TOMAS AMAYA
<b>Status:</b>	DEFN BAIL
<b>Date of Birth:</b>	11/18/1967
<b>Race:</b>	HISPANIC
<b>Sex:</b>	MALE

#### BOND INFORMATION

Bond Number	Amount	Type	Date Set	Date Posted	Bondsman/Surety Co.
571786	\$1,000.00	PERSONAL	03/01/2010	03/01/2010	

#### ACTIONS

Event Date	Event
02/12/2010	INDICTED INFORMATION
02/12/2010	INDICTED BY INFORMATION
03/01/2010	JAIL
03/01/2010	ARRAIGNED
03/01/2010	BAIL
03/15/2010	PLEA
03/15/2010	SENTENCED

#### CHARGES

Statute	Description
2909.06.A(2)	CRIMINAL DAMAGING

#### OTHER DEFENDANTS

#### OTHER CASES

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Only the official court records available from the Cuyahoga County Clerk of Courts, available in person, should be relied upon as accurate and current.

For questions/comments please [click here](#)



CERCLA 106(b) Petition

# EXHIBIT 38



# Gerald E. Fuerst, Clerk of Courts

## Court of Common Pleas - Cuyahoga County, Ohio



Case Summary

Case Charges

Costs

Defendant Info

Attorneys

Other Cases

Other Defendants

Print

New Search

Main Menu

### DOCKET INFORMATION

[Printer Friendly Version](#)

Case Number	Case Title	Image Viewer
CR-10-533148-A	THE STATE OF OHIO vs. ASBESTEK INC	<a href="#">AlternaTIFE</a>

From Date	Sort	Type	Type	Type	Type	Search
<input type="text"/> / <input type="text"/> / <input type="text"/>	<input checked="" type="radio"/> Ascending <input type="radio"/> Descending	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> Search

Proceeding Date	Filing Date	Side	Type	Description	Image
03/11/2011	03/11/2011	D1	\$\$	PAYMENT ON ACCOUNT MADE ON BEHALF OF INC/ASBESTEK/ IN THE AMOUNT OF \$10002.00	
03/10/2011	03/10/2011	N/A	JE	DEFENDANT GRANTED ADDITIONAL TIME TO PAY HIS RESTITUTION. DEFENDANT TO HAVE ALL FINANCIAL OBLIGATIONS PAID BY AUGUST 20, 2011. 03/10/2011 CPCG1 03/10/2011 13:06:24	
03/18/2010	03/18/2010	N/A	CS	COURT COST ASSESSED ASBESTEK INC BILL AMOUNT 10000 PAID AMOUNT 0 AMOUNT DUE 10000	
03/18/2010	03/18/2010	D1	DR	FINE	
03/18/2010	03/18/2010	N/A	CS	REPARATION FEE RC 2743.70 ; 2937.22 ; 2949.091	
03/16/2010	03/16/2010	N/A	CS	COURT REPORTER FEE	
03/15/2010	03/18/2010	N/A	JE	DEFENDANT IN COURT WITH COUNSEL PAUL J COVAL. PROSECUTING ATTORNEY BOB CHEUGH PRESENT. COURT REPORTER MARY JEAN BADEN PRESENT. DEFENDANT FULLY ADVISED IN OPEN COURT OF HIS/HER CONSTITUTIONAL RIGHTS AND PENALTIES. DEFENDANT RETRACTS FORMER PLEA OF NOT GUILTY AND ENTERS A PLEA OF GUILTY TO WORKER PROTECTION REQUIREMENTS FOR ABATEMENT PROJECTS 3710.08 A(1) UN AS CHARGED IN THE INFORMATION. COURT ACCEPTS DEFENDANT'S GUILTY PLEA. THE COURT CONSIDERED ALL REQUIRED FACTORS OF THE LAW. THE STATE AND DEFENDANT HAVE ENTERED INTO A PLEA AGREEMENT. DEFENDANT IS SENTENCED TO PAY A FINE OF \$10,000.00. COSTS WAIVED PLEA AGREEMENT ATTACHED. ORDER SEE JOURNAL. 03/15/2010 CP1TT 03/15/2010 12:53:56	
03/15/2010	03/18/2010	N/A	JE	PLEA AGREEMENT: IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTHE BELOW, THE STATE OF OHIO, BY AND THROUGH THE ATTORNEY GENERAL OF THE STATE OF OHIO, TOMAS AMAYA AND ASBESTEK INC., AGREE AS FOLLOWS: 1. TOMAS AMAY SHALL ENTER A PLEA OF GUILTY TO A SINGLE VIOLATION OF OHIO REVISED CODE SECTION 2909.06, CRIMINAL ENDANGERING, BEING A MISDEMEANOR OF THE FIRST DEGREE. ASBESTEK, INC., SHALL ENTER A PLEA OF QUILTY TO A SINGLE VIOLATION R.C. 3710.08, AN UNCLASSIFIED FELONY. 2. TOMAS AMAYA AND ASBESTEK INC. UNDERSTAND THAT IF THEY BREACH ANY OF THE PROMISES OF	



THIS AGREEMENT, OR IF THEIR PLEA IS REJECTED BY THE COURT, THE STATE OF OHIO WILL BE RELEASED FROM ITS OBLIGATIONS UNDER THIS AGREEMENT AND MAY INSTITUTE OR MAINTAIN ANY CHARGES, WHICH WOULD OTHERWISE BE PROHIBITED UNDER THE TERMS OF THIS AGREEMENT. 3. THE STATE OF OHIO WILL NOT BRING ANY OTHER CRIMINAL CHARGES AGAINST TOMAS AMAYA OR ASBESTEK, INC. WITH RESPECT TO THE CONDUCT CHARGED IN THEIR RESPECTIVE BILL OF INFORMATION OR ANY OTHER CONDUCT KNOWN BY THE STATE OF OHIO RELATED TO THE CHARGED CONDUCT AS OF THE DATE OF THIS AGREEMENT. 4. THE PARTIES AGREE AND JOINTLY RECOMMEND THAT THE SENTENCES FOR TOMAS AMAYA AND ASBESTEK, INC SHALL BE AS FOLLOWS: TOMAS AMAYA SHALL BE SENTENCED TO THIRTY (30) DAYS OF INCARCERATION; TIME SUSPENDED; A FINE OF \$10,000; AND RESTITUTION OF \$3,500.00 ASBESTEK, INC. SHALL PAY A FINE OF \$10,000, AND RESTITUTION OF \$1,500. RESTITUTION BEING PAID AS FOLLOWS: \$1,500.00 TO THE DEPARTMENT OF HEALTH, \$1,500.00 TO THE CLEVELAND DIVISION OF AIR QUALITY, AND \$500 TO THE OFFICE OF SPECIAL INVESTIGATIONS OF THE OHIO ENVIRONMENTAL PROTECTION AGENCY. ALL MONEY SHALL BE PAID WITHIN ONE YEAR OF SENTENCING, AND DEFENDANT AMAYA AGREES TO GUARANTEE THE FINE OF ASBESTEK, INC. 5. REGARDLESS OF ANY CHANGE IN CIRCUMSTANCES SUBSEQUENT TO THE EXECUTION OF THIS PLEA AGREEMENT, TOMAS AMAYA OR ASBESTEK, INC. WILL NOT OBJECT TO THIS SENTENCING RECOMMENDATION AND AGREE NOT TO ASK THE COURT TO IMPOSE A DIFFERENT SENTENCE. 6. TOMAS AMAYA , ASBESTEK, INC. AND THE STATE OF OHIO UNDERSTAND THAT THE JOINT RECOMMENDATIONS MADE TO THE COURT WITH RESPECT TO SENTENCING ARE NOT BINDING ON THE COURT AND THAT THE SENTENCES IMPOSED ARE WITHIN THE DISCRETION OF THE COURT. TOMAS AMAYA AND ASBESTEK, INC. UNDERSTANT THAT ONCE THE COURT ACCEPTS THEIR PLEAS AND FINDS THEM GUILTY OF THE OFFENSES CHARGED, THEY WILL NOT HAVE THE RIGHT TO WITHDRAW THEIR PLEAS. 7. TOMAS AMAYA, ASBESTEK INC. AND THE STATE OF OHIO AGREE THAT THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND THAT NO OTHER PROMISES OR INDUCEMENTS HAVE BEEN MADE, DIRECTLY OR INDIRECTLY CONCERNING ANY PLEA TO BE ENTERED IN THIS CASE. 8. TOMAS AMAYA AND ASBESTEK INC. STATE THAT NO PERSON HAS DIRECTLY OR INDIRECTLY THREATENED OR COERCED THEM TO DO OR REFRAIN FROM DOING ANYTHING IN CONNECTION WITH ANY ASPECT OF THIS CASE, INCLUDING A PLEA OF GUILTY. TOMAS AMAYA AND ASBESTEK INC. AFFIRM THAT THEY HAVE ENTERED THIS AGREEMENT AFTER ADVISE AND COUNSEL OF THEIR ATTORNEY. 9. TOMAS AMAYA CERTIFIES THAT HE HAS THE AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF ASBESTEK, INC. 03/15/2010 CP1TT 03/15/2010 13:26:49

03/15/2010	03/18/2010	N/A	JE	<p>PLEA AGREEMENT: IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTHE BELOW, THE STATE OF OHIO, BY AND THROUGH THE ATTORNEY GENERAL OF THE STATE OF OHIO, TOMAS AMAYA AND ASBESTEK INC., AGREE AS FOLLOWS: 1. TOMAS AMAY SHALL ENTER A PLEA OF GUILTY TO A SINGLE VIOLATION OF OHIO REVISED CODE SECTION 2909.06, CRIMINAL ENDANGERING, BEING A MISDEMEANOR OF THE FIRST DEGREE. ASBESTEK, INC., SHALL ENTER A PLEA OF QUILTY TO A SINGLE VIOLATION R.C. 3710.08, AN UNCLASSIFIED FELONY. 2. TOMAS AMAYA AND ASBESTEK INC. UNDERSTAND THAT IF THEY BREACH ANY OF THE PROMISES OF THIS AGREEMENT, OR IF THEIR PLEA IS REJECTED BY THE COURT, THE STATE OF OHIO WILL BE RELEASED FROM ITS OBLIGATIONS</p>
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UNDER THIS AGREEMENT AND MAY INSTITUTE OR MAINTAIN ANY CHARGES, WHICH WOULD OTHERWISE BE PROHIBITED UNDER THE TERMS OF THIS AGREEMENT. 3. THE STATE OF OHIO WILL NOT BRING ANY OTHER CRIMINAL CHARGES AGAINST TOMAS AMAYA OR ASBESTEK, INC. WITH RESPECT TO THE CONDUCT CHARGED IN THEIR RESPECTIVE BILL OF INFORMATION OR ANY OTHER CONDUCT KNOWN BY THE STATE OF OHIO RELATED TO THE CHARGED CONDUCT AS OF THE DATE OF THIS AGREEMENT. 4. THE PARTIES AGREE AND JOINTLY RECOMMEND THAT THE SENTENCES FOR TOMAS AMAYA AND ASBESTEK, INC SHALL BE AS FOLLOWS: TOMAS AMAYA SHALL BE SENTENCED TO THIRTY (30) DAYS OF INCARCERATION; TIME SUSPENDED; A FINE OF \$10,000; AND RESTITUTION OF \$3,500.00 ASBESTEK, INC. SHALL PAY A FINE OF \$10,000, AND RESTITUTION OF \$1,500. RESTITUTION BEING PAID AS FOLLOWS: \$1,500.00 TO THE DEPARTMENT OF HEALTH, \$1,500.00 TO THE CLEVELAND DIVISION OF AIR QUALITY, AND \$500 TO THE OFFICE OF SPECIAL INVESTIGATIONS OF THE OHIO ENVIRONMENTAL PROTECTION AGENCY. ALL MONEY SHALL BE PAID WITHIN ONE YEAR OF SENTENCING, AND DEFENDANT AMAYA AGREES TO GUARANTEE THE FINE OF ASBESTEK, INC. 5. REGARDLESS OF ANY CHANGE IN CIRCUMSTANCES SUBSEQUENT TO THE EXECUTION OF THIS PLEA AGREEMENT, TOMAS AMAYA OR ASBESTEK, INC. WILL NOT OBJECT TO THIS SENTENCING RECOMMENDATION AND AGREE NOT TO ASK THE COURT TO IMPOSE A DIFFERENT SENTENCE. 6. TOMAS AMAYA , ASBESTEK, INC. AND THE STATE OF OHIO UNDERSTAND THAT THE JOINT RECOMMENDATIONS MADE TO THE COURT WITH RESPECT TO SENTENCING ARE NOT BINDING ON THE COURT AND THAT THE SENTENCES IMPOSED ARE WITHIN THE DISCRETION OF THE COURT. TOMAS AMAYA AND ASBESTEK, INC. UNDERSTANT THAT ONCE THE COURT ACCEPTS THEIR PLEAS AND FINDS THEM GUILTY OF THE OFFENSES CHARGED, THEY WILL NOT HAVE THE RIGHT TO WITHDRAW THEIR PLEAS. 7. TOMAS AMAYA, ASBESTEK INC. AND THE STATE OF OHIO AGREE THAT THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND THAT NO OTHER PROMISES OR INDUCEMENTS HAVE BEEN MADE, DIRECTLY OR INDIRECTLY CONCERNING ANY PLEA TO BE ENTERED IN THIS CASE. 8. TOMAS AMAYA AND ASBESTEK INC. STATE THAT NO PERSON HAS DIRECTLY OR INDIRECTLY THREATENED OR COERCED THEM TO DO OR REFRAIN FROM DOING ANYTHING IN CONNECTION WITH ANY ASPECT OF THIS CASE, INCLUDING A PLEA OF GUILTY. TOMAS AMAYA AND ASBESTEK INC. AFFIRM THAT THEY HAVE ENTERED THIS AGREEMENT AFTER ADVISE AND COUNSEL OF THEIR ATTORNEY. 9. TOMAS AMAYA CERTIFIES THAT HE HAS THE AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF ASBESTEK, INC. 03/15/2010 CP1TT 03/15/2010 13:19:15

03/08/2010	03/08/2010	D1	SR	CERTIFIED MAIL RECEIPT NO. 15132176 RETURNED BY U.S. MAIL DEPARTMENT 03/03/2010 INC/ASBESTEK/ MAIL RECEIVED AT ADDRESS 02/25/2010 SIGNED BY OTHER.
03/05/2010	03/08/2010	N/A	JE	PRETRIAL CONTINUED TO 03/15/2010 AT 09:00 AM AT THE REQUEST OF DEFENDANT. 03/05/2010 CPCG1 03/05/2010 14:04:23
03/01/2010	03/01/2010	D	JE	WAIVER OF INDICTMENT WITH COUNSEL, RECEIVED FOR FILING 03/01/2010.
03/01/2010	03/01/2010	N/A	BN	\$1,000.00 PERSONAL BOND POSTED ON 03/01/2010 BY DEFENDANT. BOND NO. 571787
03/01/2010	03/01/2010	N/A	CS	PRISONER IN COURT
03/01/2010	03/01/2010	N/A	JE	DEFENDANT PRESENT WITH COUNSEL. DEFENDANT RETAINED COVAL, PAUL J AS COUNSEL. READING OF INFORMATION WAIVED. TWENTY-FOUR HOUR SERVICE WAIVED. DEFENDANT PLEAD NOT

				GUILTY TO INFORMATION. BOND SET AT 1,000.00 DOLLARS. BOND TYPE: PERSONAL. . JUDGE MATIA, DAVID T (329) ASSIGNED (RANDOM ). FIRST PRETRIAL SET FOR 03/08/2010 AT 09:00 AM IN COURT ROOM JC17D JUDGE MATIA, DAVID T. CORP. NO BOND.
02/25/2010	02/25/2010	N/A	SC	ARRAIGNMENT PREVIOUSLY SCHEDULED FOR 03/02/2010 AT 08:30 AM IS RESCHEDULED FOR 03/01/2010 AT 08:30 AM..
02/25/2010	02/25/2010	N/A	SC	ARRAIGNMENT SCHEDULED FOR 03/02/2010 AT 08:30 AM IS CANCELLED. JUDGE: ARRAIGNMENT ROOM (ARRAIGN) REASON: UNKNOWN .
02/22/2010	02/22/2010	N/A	SR	SUMMONS - CRIMINAL(15132176) SENT BY CERTIFIED MAIL. TO: INC/ASBESTEK/ 6811 KENEDY AVE HAMMOND, IN
02/16/2010	02/16/2010	N/A	GP	INDICTED BY INFORMATION ON 02/17/2010 09:49:53
02/16/2010	02/17/2010	N/A	GP	ARRAIGNMENT SCHEDULED FOR 03/02/2010.
02/16/2010	02/16/2010	N/A	CS	WRIT FEE
02/16/2010	02/16/2010	N/A	CR	INDICTED INFORMATION ON 02/16/2010
02/16/2010	02/17/2010	N/A	SF	LEGAL RESEARCH
02/16/2010	02/17/2010	N/A	SF	CRIME STOPPERS
02/16/2010	02/17/2010	N/A	SF	COMPUTER FEE
02/16/2010	02/17/2010	N/A	SF	CLERK FEE
01/14/2010	01/14/2010	N/A	CR	CIF ENTERED
08/01/2007	01/14/2010	N/A	CR	DATE OF OFFENSE 08/01/2007

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CERCLA 106(b) Petition

# EXHIBIT 39





# Gerald E. Fuerst, Clerk of Courts

## Court of Common Pleas - Cuyahoga County, Ohio


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### DOCKET INFORMATION

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Case Number	Case Title	Image Viewer
CR-10-533159-A	THE STATE OF OHIO vs. TOMAS AMAYA	<a href="#">AlternaTIFE</a>

From Date	Sort	Type	Type	Type	Type	Search
<input type="text"/> / <input type="text"/> / <input type="text"/>	<input checked="" type="radio"/> Ascending <input type="radio"/> Descending	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="button" value="Search"/>

Proceeding Date	Filing Date	Side	Type	Description	Image
03/09/2011	03/10/2011	N/A	JE	DEFENDANT APPEARED WITHOUT COUNSEL. DEFENDANT GRANTED ADDITIONAL TIME TO PAY RESTITUTION. DEFENDANT TO HAVE ALL FINANCIAL OBLIGATIONS PAID BY 08/20/2011. 03/09/2011 CPLMB 03/10/2011 14:21:39	
03/09/2011	03/09/2011	D1	\$\$	PAYMENT ON ACCOUNT MADE ON BEHALF OF AMAYA/TOMAS/ IN THE AMOUNT OF \$202.00	
03/18/2010	03/18/2010	N/A	CS	COURT COST ASSESSED TOMAS AMAYA BILL AMOUNT 202 PAID AMOUNT 0 AMOUNT DUE 202	
03/18/2010	03/18/2010	D1	DR	COURT REPORTER FEE	
03/18/2010	03/18/2010	D1	DR	SHERIFF FEES	
03/18/2010	03/18/2010	N/A	CS	REPARATION FEE RC 2743.70 ; 2937.22 ; 2949.091	
03/16/2010	03/16/2010	N/A	CS	COURT REPORTER FEE	
03/16/2010	03/16/2010	N/A	CS	COURT REPORTER FEE	
03/15/2010	03/18/2010	N/A	JE	DEFENDANT IN COURT WITH COUNSEL PAUL J COVAL. PROSECUTING ATTORNEY BOB CHEUGH PRESENT. COURT REPORTER MARY JO BADEN PRESENT. DEFENDANT FULLY ADVISED IN OPEN COURT OF HIS/HER CONSTITUTIONAL RIGHTS AND PENALTIES. DEFENDANT RETRACTS FORMER PLEA OF NOT GUILTY AND ENTERS A PLEA OF GUILTY TO CRIMINAL DAMAGING 2909.06 A(2) M1 AS CHARGED IN THE INFORMATION. COURT ACCEPTS DEFENDANT'S GUILTY PLEA. THE COURT CONSIDERED ALL REQUIRED FACTORS OF THE LAW. DEFENDANT IS SENTENCED TO PAY RESTITUTION. COSTS WAIVED RESTITUTION ORDERED IN THE AMOUNT OF \$1,500.00 TO STATE DEPARTMENT OF HEALTH; PAYABLE THROUGH THE PROBATION DEPARTMENT. RESTITUTION ORDERED IN THE AMOUNT OF \$1,500.00 TO CLEVELAND DIVISION OF AIR QUALITY; PAYABLE THROUGH THE PROBATION DEPARTMENT. RESTITUTION ORDERED IN THE AMOUNT OF \$500.00 TO OFFICE OF SPECIAL INVESTIGATIONS AND TO OHIO E.P.A.; PAYABLE THROUGH THE PROBATION DEPARTMENT. PLEA AGREEMENT ATTACHED. ORDER SEE JOURNAL. THIS ENTRY TAKEN BY JUDGE DAVID T MATIA. 03/15/2010 CP1TT 03/15/2010 12:53:10	

03/08/2010	03/08/2010	D1	SR	CERTIFIED MAIL RECEIPT NO. 15120726 RETURNED BY U.S. MAIL DEPARTMENT 03/03/2010 AMAYA/TOMAS/ MAIL RECEIVED AT ADDRESS 02/24/2010 SIGNED BY OTHER.
03/03/2010	03/04/2010	N/A	JE	FIRST PRETRIAL SET FOR 03/15/2010 AT 09:00 AM. 03/03/2010 CPLMB 03/03/2010 12:10:09
03/02/2010	03/02/2010	D	JE	WAIVER OF INDICTMENT WITH COUNSEL, RECEIVED FOR FILING 03/02/2010.
03/01/2010	03/01/2010	N/A	BN	\$1,000.00 PERSONAL BOND POSTED ON 03/01/2010 BY DEFENDANT. BOND NO. 571786
03/01/2010	03/01/2010	N/A	CS	PRISONER IN COURT
03/01/2010	03/01/2010	N/A	JE	DEFENDANT PRESENT WITH COUNSEL. DEFENDANT RETAINED COVAL, PAUL J AS COUNSEL. READING OF INFORMATION WAIVED. TWENTY-FOUR HOUR SERVICE WAIVED. DEFENDANT PLEAD NOT GUILTY TO INFORMATION. BOND SET AT 1,000.00 DOLLARS. BOND TYPE: PERSONAL. . JUDGE BURNSIDE, JANET R (302) ASSIGNED (RANDOM ).
02/22/2010	02/22/2010	N/A	SR	SUMMONS - CRIMINAL(15120726) SENT BY CERTIFIED MAIL. TO: AMAYA/TOMAS/ 6307 W 23RD AVE GARY, IN
02/12/2010	02/12/2010	N/A	GP	INDICTED BY INFORMATION ON 02/16/2010 09:20:27
02/12/2010	02/16/2010	N/A	GP	ARRAIGNMENT SCHEDULED FOR 03/01/2010.
02/12/2010	02/12/2010	N/A	CS	WRIT FEE
02/12/2010	02/12/2010	N/A	CR	INDICTED INFORMATION ON 02/12/2010
02/12/2010	02/16/2010	N/A	SF	LEGAL RESEARCH
02/12/2010	02/16/2010	N/A	SF	CRIME STOPPERS
02/12/2010	02/16/2010	N/A	SF	COMPUTER FEE
02/12/2010	02/16/2010	N/A	SF	CLERK FEE
01/14/2010	01/14/2010	N/A	CR	CIF ENTERED
08/01/2007	01/14/2010	N/A	CR	DATE OF OFFENSE 08/01/2007

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CERCLA 106(b) Petition

# EXHIBIT 40

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
Region 5

IN THE MATTER OF: )

CLEVELAND TRENCHER SITE )

Respondents: )

The Cleveland Trencher Company, )  
The Joseph J. Piscazzi Irrevocable Trust, )  
Mr. Gary L. Thomas, )  
Nationwide Demolition Services, LLC, and )  
Asbestek. Inc. )

Docket No. **V-W-10-C-950**

ADMINISTRATIVE ORDER  
PURSUANT TO SECTION 106(a)  
OF THE COMPREHENSIVE  
ENVIRONMENTAL RESPONSE,  
COMPENSATION, AND  
LIABILITY ACT OF 1980,  
AS AMENDED, 42 U.S.C.  
§ 9606(a)

**I. JURISDICTION AND GENERAL PROVISIONS**

This Order is issued pursuant to the authority vested in the President of the United States by Section 106(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. § 9606(a), and delegated to the Administrator of the United States Environmental Protection Agency (EPA) by Executive Order No. 12580, January 23, 1987, 52 Federal Register 2923, and further delegated to the Regional Administrators by EPA Delegation Nos. 14-14-A and 14-14-B, and to the Director, Superfund Division, Region 5, by Regional Delegation Nos. 14-14-A and 14-14-B.

This Order pertains to property located at 20100 St. Clair Avenue, Euclid, Ohio (the Cleveland Trencher Site or the Site). This Order requires the Respondents to conduct removal activities described herein to abate an imminent and substantial endangerment to the public health, welfare or the environment that may be presented by the actual or threatened release of hazardous substances at or from the Site.

EPA has notified the State of Ohio of this action pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

**II. PARTIES BOUND**

This Order applies to and is binding upon Respondents and Respondents' heirs, receivers, trustees, successors and assigns. Any change in ownership or corporate status of Respondents

including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondents' responsibilities under this Order. Respondents are jointly and severally liable for carrying out all activities required by this Order. Compliance or noncompliance by one or more Respondents with any provision of this Order shall not excuse or justify noncompliance by any other Respondent.

Respondents shall ensure that their contractors, subcontractors, and representatives comply with this Order. Respondents shall be responsible for any noncompliance.

### **III. FINDINGS OF FACT**

Based on available information, including the Administrative Record in this matter, EPA hereby finds that:

1. The Cleveland Trencher Site is located at 20100 St Clair Avenue, Euclid, Cuyahoga County, Ohio. The Site encompasses approximately 14.5 acres of land and contains approximately 140,000 square feet of buildings. Approximately 70,000 square feet of buildings have been demolished previously. Entrance to the site is controlled via a locked gate. The entire property is fenced; however the fence is in poor condition with existing gaps. The Site is located in an industrial neighborhood. The Site is bordered to the north by St. Clair Avenue and railroad tracks. Other active industrial properties surround the Site on all sides. The nearest residential properties are located less than 0.5 miles southeast and northwest of the Site.
2. The Cleveland Trencher Company (CT) manufactured heavy excavating and trenching equipment at the Site since the early 1920s. The company went through several ownership changes throughout its history, and limited production has occurred at the Site since the late 1980s. Hazardous substances at the Site were disposed of during CT's ownership and operation of the Site, including used solvents and paint wastes.
3. In 2002, CT entered into a promissory note and mortgage with the Joseph J. Piscazzi Revocable Trust (Trust), as well as a Deed of Trust in which Mr. Gary L. Thomas was granted as a trustee the right to sell the Site in the event CT defaulted on the note from the Trust. CT defaulted on the note and was eventually evicted in 2006.
4. In 2007, Mr. Thomas entered into an agreement with a demolition contractor, Nationwide Demolition Services, LLC (Nationwide), to demolish buildings on Site in order to prepare the property for sale. The demolition contractor hired a subcontractor, Asbestek, Inc. (Asbestek) for asbestos abatement work. The Cleveland Division of Air Quality (CDAQ) conducted inspections during the demolition activities and cited Mr. Thomas and the contractors for National Emissions Standards for Hazardous Air Pollutants (NESHAP) violations related to improper asbestos abatement prior to demolition. In addition, CDAQ notified the Ohio Environmental Protection Agency (Ohio EPA) of the presence of drums containing unknown materials at the Site.

5. In 2008, Ohio EPA inspected the facility, documented the presence of numerous drums, and issued Notice of Violation (NOV) letters to Mr. Thomas requesting that the wastes be evaluated and disposed. In January 2009, Ohio EPA, EPA and CDAQ inspected the Site with Mr. Thomas and documented the presence of drums, containers, asbestos, and other hazardous materials. Mr. Thomas informed Ohio EPA that he and the Trust were unwilling to evaluate and dispose of the waste. Subsequently, Ohio EPA (with assistance from EPA) returned to the Site on March 5, 2009, to obtain samples.

6. Samples from the site assessment indicated the presence of D001 hazardous wastes (characteristic of ignitability [flashpoint less than 140 degrees Fahrenheit]), D008 hazardous wastes (characteristic of toxicity [lead Toxic Characteristic Leaching Procedure (TCLP) values greater than 5 milligrams per liter]), D035 hazardous waste (characteristic of toxicity [methyl ethyl ketone (MEK) TCLP values greater than 200 milligrams per liter]), polychlorinated biphenyls in electrical transformers, uncontrolled asbestos containing materials (ACM) as documented by the CDAQ, and many open or leaking drums. On April 30, 2009, Ohio EPA issued NOV letters for violations of Ohio hazardous waste laws to Mr. Thomas and to the Trust; however, no response was received. Ohio EPA formally referred the Site to EPA on May 20, 2009.

#### **IV. CONCLUSIONS OF LAW AND DETERMINATIONS**

Based on the Findings of Fact set forth above, and the Administrative Record supporting these removal actions, EPA determines that:

1. The Cleveland Trencher Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
2. Asbestos, lead, polychlorinated biphenyls (PCBs) and methyl ethyl ketone (MEK) are "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. §9601(14).
3. Each Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
4. Respondent The Cleveland Trencher Company is a person who at the time of disposal of hazardous substances was an "owner" and "operator" of the Site, as defined by Section 101(20) of CERCLA, 42 U.S.C. §9601(20). Respondents The Joseph J. Piscazzi Revocable Trust and Mr. Gary L. Thomas are the present owners or operators of the Site, or were persons who at the time of disposal of hazardous substances owned or operated the Site, or were persons who arranged for disposal or transport for disposal of hazardous substances at the Site. Respondents Nationwide Demolition Services, LLC, and Asbestek, Inc. are persons who at the time of disposal of any hazardous substances operated the Site, or who arranged for disposal or transport for disposal of hazardous substances at the Site. Respondents are therefore liable persons under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

5. The conditions described in the Findings of Fact above constitute an actual or threatened "release" into the "environment" as defined by Sections 101(8) and (22) of CERCLA, 42 U.S.C. §§ 9601(8) and (22).
6. The conditions present at the Site constitute a threat to public health, welfare, or the environment based upon the factors set forth in Section 300.415(b)(2) of the National Oil and Hazardous Substances Pollution Contingency Plan, as amended (NCP), 40 CFR Part 300. These factors include, but are not limited to, the following:

a. Actual or potential exposure to nearby human populations, animals, or the food chain from hazardous substances, pollutants or contaminants; this factor is present at the Site due to the Site's location, and its susceptibility to trespass. Graffiti is present inside some of the buildings, as well as evidence that some rooms are used as shelter. Children's toys were also present on the property. Animal tracks are also visible on the property. Asbestos has been documented in the demolition debris of the demolished portion of the facility and poses the threat of off-site release. Known drums of hazardous waste (D001, D008, D035) as well as D008 hazardous waste in a partially demolished paint booth, are present on Site. These materials pose a direct threat to any individuals accessing the Site and will continue to be a risk until stabilized.

### **ASBESTOS**

Both the Cleveland Division of Air Quality's survey and the Ohio EPA's site assessment have confirmed the presence of asbestos containing material (ACM) in rubble piles at the Site. The Site is susceptible to trespass by scrappers and minors, whose actions may lead to a release of ACM threatening human health and the environment.

Asbestos is the name given to a number of naturally occurring fibrous minerals with high tensile strength, the ability to be woven, and resistance to heat and most chemicals. Because of these properties, asbestos fibers have been used in a wide range of manufactured goods, including roofing shingles, ceiling and floor tiles, paper and cement products, textiles, coatings, and friction products such as automobile clutch, brake, and transmission parts. The current federal definition of asbestos is the asbestiform varieties of: chrysotile (serpentine); crocidolite (riebeckite); amosite (cummingtonite/grunerite); anthophyllite; tremolite; and actinolite.

Exposure to airborne friable asbestos may result in a potential health risk because persons breathing the air may breathe in the asbestos fibers. Continued exposure can increase the amount of fibers that remain in the lung. Fibers embedded in lung tissue over time may cause serious lung diseases including: asbestosis, lung cancer, or mesothelioma. According to the Agency for Toxic Substance and Disease Registry (ATSDR), asbestos mainly affects the lungs and the membrane that surrounds the lungs. Breathing high levels of asbestos fibers for a long time may result in scar-like tissue in the lungs and in

the pleural membrane (lining) that surrounds the lung. This disease is called asbestosis and is usually found in workers exposed to asbestos, but not in the general public. People with asbestosis have difficulty breathing, often a cough, and in severe cases heart enlargement. Asbestosis is a serious disease and can eventually lead to disability and death.

Breathing lower levels of asbestos may result in changes called plaques in the pleural membranes. Pleural plaques can occur in workers and sometimes in people living in areas with high environmental levels of asbestos. Effects on breathing from pleural plaques alone are not usually serious, but higher exposure can lead to a thickening of the pleural membrane that may restrict breathing.

### **LEAD**

The effects of lead exposure are more severe for young children and the developing fetus through exposure to a pregnant woman. The harmful effects of lead include premature births, lower birth weight, decreased mental ability in the infant, learning difficulties, and reduced growth in young children. The main target for lead toxicity is the nervous system, both in adults and children. Long-term exposure of adults can result in decreased performance in some tests that measure functions of the nervous system. It may also cause weakness in fingers, wrists, or ankles. Lead exposure also causes small increases in blood pressure, particularly in middle-aged and older people and can cause anemia. Exposure to high lead levels can severely damage the brain and kidneys in adults or children and ultimately cause death. High-level exposure in men can damage the organs responsible for sperm production.

### **MEK (2-butanone)**

Methyl Ethyl Ketone (MEK), also known as 2-butanone, can cause mild respiratory affects on humans when inhaled. These symptoms include irritation of the eyes, nose, throat and lungs. MEK is used as a solvent and when combined with other chemicals may enhance the effects the other chemicals have on the human body. In animals, breathing high levels of MEK has caused nervous system effects such as dizziness, loss of consciousness and death. Drinking water contaminated with MEK has caused kidney damage in animals.

b. Hazardous substances or pollutants or contaminants in drums, barrels, tanks, or other bulk storage containers, that may pose a threat of release; this factor is present at the Site due to the existence of 55-gallon drums, and numerous small containers (5 gallons or less).

Based on the analytical results and field observations obtained during the Ohio EPA site assessment, hazardous substances are present on site in 55-gallon drums, and numerous small containers (5 gallons or less). There is a large transformer, as well as 3 smaller pole

mounted transformers, located on Site. The large transformer was sampled and results indicated it contained PCB oil at 6 parts per million. Many of the drums do not have lids and some are leaking their contents to the environment. These containers contain Resource Conservation and Recovery Act (RCRA) hazardous wastes as defined by the following waste codes: D001 (characteristic of ignitibility [flash point analytical result less than 140 degrees Fahrenheit]), D008 (characteristic of toxicity for lead [TCLP result greater than 5 milligrams per liter]), D035 (characteristic of toxicity for MEK [TCLP result greater than 200 milligrams per liter]) and are present on Site in an uncontrolled manner and pose current and continued risk to anyone accessing the property. In addition, due to the partial demolition, a paint booth is exposed to the elements and samples of the dried paint from the area exhibit the D008 characteristic hazardous waste.

The Site buildings are partially demolished and, due to improper asbestos abatement, are contaminated with friable asbestos. The friable asbestos is uncontrolled and due to weather conditions could be carried by winds to the neighboring active facilities endangering workers.

c. High levels of hazardous substances or pollutants or contaminants in soils largely at or near the surface, that may migrate; this factor is present at the Site due to the existence of the visual evidence of leaking drums and containers which suggests that there is some soil contamination present at the Site. If any soil contamination is not addressed, the possibility exists for airborne or surface water migration of the contaminants.

d. Weather conditions that may cause hazardous substances or pollutants or contaminants to migrate or be released; this factor is present at the Site due to the existence of the portion of the facility that was demolished which is exposing the building and its contents to the elements. Heavy rains could potentially cause the asbestos present in the demolition debris, as well as the paint waste from the paint booth, to be washed out of the building. Rain water could accumulate in the USTs and release any product contained in them to the environment. Most of the drums are located outside of any building and are exposed to the elements. The continuing cycle of freeze/thaw and rains damages the containers and there is visual evidence that some are currently leaking. Exposure to adverse weather conditions will continue to deteriorate the conditions of the drums, which could increase the potential for the migration or further release of the hazardous materials at the Site.

e. Threat of fire or explosion; this factor is present at the Site due to the existence of numerous containers of flammable material located on Site which could catch fire or explode due to the actions of vagrants or trespassers. Any smoke plume associated with an on-Site fire could impact the workers at neighboring facilities.

f. The unavailability of other appropriate federal or state response mechanisms to respond to the release; this factor supports the actions required by this Order at the Site because Ohio EPA requested assistance from the EPA in conducting an investigation and

a time-critical removal action at the CT Site in a letter dated May 20, 2009. Neither Ohio EPA nor any other local government has adequate finances or resources to respond to a time-critical removal action of this magnitude.

7. The actual or threatened release of hazardous substances from the Site may present an imminent and substantial endangerment to the public health, welfare, or the environment within the meaning of Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

8. The removal actions required by this Order are necessary to protect the public health, welfare, or the environment, and are consistent with the NCP and CERCLA.

### **V. ORDER**

Based upon the foregoing Findings of Fact, Conclusions of Law, Determinations, and the Administrative Record for this Site, EPA hereby orders that Respondents perform the following actions:

1. **Notice of Intent to Comply**

Respondents shall notify EPA in writing within 3 business days after the effective date of this Order of Respondents' irrevocable intent to comply with this Order. Failure of each Respondent to provide such notification within this time period shall be a violation of this Order.

2. **Designation of Contractor, Project Coordinator, and On-Scene Coordinator**

Respondents shall perform the removal actions themselves or retain (a) contractor(s) to implement the removal actions. Respondents shall notify EPA of Respondents' qualifications or the name and qualifications of such contractor(s), whichever is applicable, within 5 business days of the effective date of this Order. Respondents shall also notify EPA of the name and qualifications of any other contractors or subcontractors retained to perform work under this Order at least 5 business days prior to commencement of such work. EPA retains the right to disapprove of the Respondents or any of the contractors and/or subcontractors retained by the Respondents. If EPA disapproves a selected contractor, Respondents shall retain a different contractor within 2 business days following EPA's disapproval and shall notify EPA of that contractor's name and qualifications within 3 business days of EPA's disapproval.

The contractor(s) retained by the Respondents must demonstrate compliance with American National Standards Institute/American Society for Quality Control (ANSI/ASQC) E-4-2004, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), by submitting a copy of the proposed contractor's Quality Management Plan (QMP). The QMP should be prepared in accordance with "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B-01/002), or equivalent documentation as required by EPA. Any decision



not to require submission of the contractor's QMP should be documented in a memorandum from the OSC and Regional quality assurance personnel to the Site file.

Within 5 business days after the effective date of this Order, the Respondents shall designate a Project Coordinator who shall be responsible for administration of all the Respondents' actions required by the Order and submit the designated coordinator's name, address, telephone number, and qualifications to EPA. To the greatest extent possible, the Project Coordinator shall be present on-site or readily available during site work. EPA retains the right to disapprove of any Project Coordinator named by the Respondents. If EPA disapproves a selected Project Coordinator, Respondents shall retain a different Project Coordinator within 3 business days following EPA's disapproval and shall notify EPA of that person's name and qualifications within 4 business days of EPA's disapproval. Receipt by Respondents' Project Coordinator of any notice or communication from EPA relating to this Order shall constitute receipt by all Respondents.

The EPA has designated Stephen Wolfe of the Emergency Response Branch, Region 5, as its On-Scene Coordinator (OSC). Respondents shall direct all submissions required by this Order to the OSC at 25089 Center Ridge Road, Westlake, Ohio, 44145, Mail Code ME-W, by certified or express mail. Respondents shall also send a copy of all submissions to Kevin Chow, Associate Regional Counsel, 77 West Jackson Boulevard, C-14J, Chicago, Illinois, 60604-3590. All Respondents are encouraged to make their submissions to EPA on recycled paper (which includes significant post-consumer waste paper content where possible) and using two-sided copies.

### 3. Work to Be Performed

Respondents shall perform, at a minimum, the following response activities:

- a. Develop and implement a Site Health and Safety Plan, Contingency Plan, and Air Monitoring/Sampling Plan;
- b. Remove and dispose of asbestos-contaminated building debris;
- c. Remove and dispose of PCB-contaminated transformers and PCB-contaminated surfaces;
- d. Remove and dispose of all drums and other containers of hazardous materials, contaminants, or pollutants;
- e. Transport and dispose of all hazardous material, or contaminants at an EPA-approved disposal facility in accordance with EPA's Off-Site Rule (40 CFR § 300.440);
- f. Render any large storage tanks unusable at the Site;

- g. Investigate for and remove contaminated surface soil due to leaking containers; and
- h. Take any necessary response action to address any release or threatened release of a hazardous substance, pollutant, or contaminant that the EPA determines may pose an imminent and substantial endangerment to the public health or the environment.

### 3.1 Work Plan and Implementation

Within 10 business days after the effective date of this Order, the Respondents shall submit to EPA for approval a draft Work Plan for performing the removal activities set forth above. The draft Work Plan shall provide a description of, and an expeditious schedule for, the activities required by this Order. The Work Plan shall include a Quality Assurance Project Plan (QAPP). The following documents shall be used for the development of QAPPs for Region 5 Superfund sites:

- The Uniform Federal Policy for Quality Assurance Projects Plans (UFP-QAPP), OSWER Directive 9272.0-17; [the QAPP format can be found at <http://www.epa.gov/fedfac/documents/qualityassurance.htm>];
- EPA Requirements for Quality Assurance Project Plans EPA QA/R-5, March 2001, Reissued May 2006.

The following guidance may be used in conjunction with the requirements above:

- Guidance for the Quality Assurance Project Plans EPA QA/G-5, December 2002;
- Guidance on Choosing a Sampling Design for Environmental Data Collection EPA QA/G-5S, December 2002.

EPA may approve, disapprove, require revisions to, or modify the draft Work Plan. If EPA requires revisions, Respondents shall submit a revised draft Work Plan within 7 business days of notification. Respondents shall implement the Work Plan as finally approved in writing by EPA in accordance with the schedule approved by EPA. Once approved, or approved with modifications, the Work Plan, the schedule, and any subsequent modifications shall be fully enforceable under this Order. Respondents shall notify EPA at least 48 hours prior to performing any on-site work pursuant to the EPA approved Work Plan.

Respondents shall not commence or undertake any removal actions at the Site without prior EPA approval.

### 3.2 Health and Safety Plan

Within 10 business days after the effective date of this Order, the Respondents shall submit a plan for EPA review and comment that ensures the protection of the public health and safety during performance of on-site work under this Order. This plan shall comply with applicable

Occupational Safety and Health Administration (OSHA) regulations found at 29 CFR Part 1910. If EPA determines it is appropriate, the plan shall also include contingency planning. Respondents shall incorporate all changes to the plan recommended by EPA, and implement the plan during the pendency of the removal action.

### 3.3 Quality Assurance and Sampling

All sampling and analyses performed pursuant to this Order shall conform to EPA direction, approval, and guidance regarding sampling, quality assurance/quality control (QA/QC), data validation, and chain of custody procedures. Respondents shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with the appropriate EPA guidance. Respondents shall follow, as appropriate, "Quality Assurance/Quality Control Guidance for Removal Activities: Sampling QA/QC Plan and Data Validation Procedures" (OSWER Directive No. 9360.4-01, April 1, 1990), as guidance for QA/QC and sampling. Respondents shall only use laboratories that have a documented Quality System that complies with ANSI/ASQC E-4 2004, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), and "EPA Requirements for Quality Management Plans (QA/R-2) (EPA/240/B-01/002, March 2001, Reissued May 2006)," or equivalent documentation as determined by EPA. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program (NELAP) as meeting the Quality System requirements.

Upon request by EPA, Respondents shall have such a laboratory analyze samples submitted by EPA for quality assurance monitoring. Respondents shall provide to EPA the QA/QC procedures followed by all sampling teams and laboratories performing data collection and/or analysis. Respondents shall also ensure provision of analytical tracking information consistent with OSWER Directive No. 9240.0-2B, "Extending the Tracking of Analytical Services to PRP-Lead Superfund Sites."

Upon request by EPA, Respondents shall allow EPA or its authorized representatives to take split and/or duplicate samples of any samples collected by Respondents or their contractors or agents while performing work under this Order. Respondents shall notify EPA not less than 3 business days in advance of any sample collection activity. EPA shall have the right to take any additional samples that it deems necessary.

### 3.4 Reporting

Respondents shall submit a monthly written progress report to EPA concerning activities undertaken pursuant to this Order, beginning 30 calendar days after the date of EPA's approval of the Work Plan, until termination of this Order, unless otherwise directed by the OSC. These reports shall describe all significant developments during the preceding period, including the work performed and any problems encountered, analytical data received during the reporting

period, and developments anticipated during the next reporting period, including a schedule of work to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

Any Respondent that owns any portion of the Site, and any successor in title shall, at least 30 days prior to the conveyance of any interest in real property at the Site, give written notice of this Order to the transferee and written notice of the proposed conveyance to EPA and the State. The notice to EPA and the State shall include the name and address of the transferee. The party conveying such an interest shall require that the transferee will provide access as described in Section V.4 (Access to Property and Information).

### 3.5 Final Report

Within 60 calendar days after completion of all removal actions required under this Order, the Respondents shall submit for EPA review a final report summarizing the actions taken to comply with this Order. The final report shall conform to the requirements set forth in Section 300.165 of the NCP. The final report shall also include a good faith estimate of total costs incurred in complying with the Order, a listing of quantities and types of materials removed, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destinations of those materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the removal action (e.g., manifests, invoices, bills, contracts, and permits).

The final report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

Under penalty of law, I certify that, to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of this report, the information submitted is true, accurate, and complete.

### 4. Access to Property and Information

Respondents shall provide or obtain access as necessary to the Site and all appropriate off-site areas, and shall provide access to all records and documentation related to the conditions at the Site and the activities conducted pursuant to this Order. Such access shall be provided to EPA employees, contractors, agents, consultants, designees, representatives, and State of Ohio representatives. These individuals shall be permitted to move freely at the Site and appropriate off-site areas in order to conduct activities which EPA determines to be necessary. Respondents shall submit to EPA, upon request, the results of all sampling or tests and all other data generated by Respondents or their contractor(s), or on the Respondents' behalf during implementation of this Order.

Where work under this Order is to be performed in areas owned by or in possession of someone other than Respondents, Respondents shall obtain all necessary access agreements within 14 calendar days after the effective date of this Order, or as otherwise specified in writing by the OSC. Respondents shall immediately notify EPA if, after using their best efforts, they are unable to obtain such agreements. Respondents shall describe in writing their efforts to obtain access. EPA may then assist Respondents in gaining access, to the extent necessary to effectuate the response activities described herein, using such means as EPA deems appropriate.

5. Record Retention, Documentation, Availability of Information

Respondents shall preserve all documents and information, in their possession or the possession of their contractors, subcontractors or representatives, relating to work performed under this Order, or relating to the hazardous substances found on or released from the Site, for six years following completion of the removal actions required by this Order. At the end of this six year period and at least 60 days before any document or information is destroyed, Respondents shall notify EPA that such documents and information are available to EPA for inspection, and upon request, shall provide the originals or copies of such documents and information to EPA. In addition, Respondents shall provide documents and information retained under this Section at any time before expiration of the six year period at the written request of EPA. Any information that Respondents are required to provide or maintain pursuant to this Order is not subject to the Paperwork Reduction Act of 1995, 44 U.S.C. § 3501 et seq.

6. Off-Site Shipments

All hazardous substances, pollutants or contaminants removed off-site pursuant to this Order for treatment, storage or disposal shall be treated, stored, or disposed of at a facility in compliance, as determined by EPA, with the EPA Off-Site Rule, 40 CFR § 300.440, 58 Fed. Reg. 49215 (Sept. 22, 1993).

7. Compliance With Other Laws

All actions required pursuant to this Order shall be performed in accordance with all applicable local, state, and federal laws and regulations except as provided in Section 121(e) of CERCLA and 40 CFR § 300.415(j). In accordance with 40 CFR § 300.415(j), all on-site actions required pursuant to this Order shall, to the extent practicable, as determined by EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements under federal environmental or state environmental or facility siting laws.

8. Emergency Response and Notification of Releases

If any incident, or change in Site conditions, during the activities conducted pursuant to this Order causes or threatens to cause an additional release of hazardous substances from the Site or

an endangerment to the public health, welfare, or the environment, the Respondents shall immediately take all appropriate action to prevent, abate or minimize such release, or endangerment caused or threatened by the release. Respondents shall also immediately notify the OSC or, in the event of his/her unavailability, shall notify the Regional Duty Officer, Emergency Response Branch, Region 5 at (312) 353-2318, of the incident or Site conditions.

Respondents shall submit a written report to EPA within 7 business days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. Respondents shall also comply with any other notification requirements, including those in Section 103 of CERCLA, 42 U.S.C. § 9603, and Section 304 of the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 11004.

#### **VI. AUTHORITY OF THE EPA ON-SCENE COORDINATOR**

The OSC shall be responsible for overseeing the implementation of this Order. The OSC shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct, or direct any work required by this Order, or to direct any other response action undertaken by EPA or Respondents at the Site. Absence of the OSC from the Site shall not be cause for stoppage of work unless specifically directed by the OSC.

EPA and Respondents shall have the right to change their designated OSC or Project Coordinator. EPA shall notify the Respondents, and Respondents shall notify EPA, as early as possible before such a change is made, but in no case less than 24 hours before such a change. Notification may initially be made orally, but shall be followed promptly by written notice.

#### **VII. PENALTIES FOR NONCOMPLIANCE**

Violation of any provision of this Order may subject Respondents to civil penalties of up to \$32,500 per violation per day, as provided in Section 106(b)(1) of CERCLA, 42 U.S.C. § 9606(b)(1) and as adjusted by 69 Fed. Reg. 7121-27 (Feb. 13, 2004) (codified at 40 C.F.R. § 19.4) pursuant to the Debt Collection Improvement Act of 1996. Respondents may also be subject to punitive damages in an amount up to three times the amount of any cost incurred by the United States as a result of such violation, as provided in Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Should Respondents violate this Order or any portion hereof, EPA may carry out the required actions unilaterally, pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and/or may seek judicial enforcement of this Order pursuant to Section 106 of CERCLA, 42 U.S.C. § 9606.

### **VIII. REIMBURSEMENT OF COSTS**

Respondents shall reimburse EPA, upon written demand, for all response costs incurred by the United States in overseeing Respondents' implementation of the requirements of this Order. EPA may submit to Respondents on a periodic basis a bill for all response costs incurred by the United States with respect to this Order. EPA's Itemized Cost Summary, or such other summary as certified by EPA, shall serve as the basis for payment.

Respondents shall, within 30 days of receipt of the bill, remit a cashier's or certified check for the amount of those costs made payable to the "Hazardous Substance Superfund," to the following address:

U.S. Environmental Protection Agency  
Superfund Payments  
Cincinnati Finance Center  
P.O. Box 979076  
St. Louis, Missouri 63197-9000

Respondents shall simultaneously transmit a copy of the check to the Director, Superfund Division, EPA Region 5, 77 West Jackson Blvd., Chicago, Illinois, 60604-3590. Payments shall be designated as "Response Costs -- Cleveland Trencher Site" and shall reference the payers' name and address, the EPA site identification number B5SJ, and the docket number of this Order.

Interest at a rate established by the Department of the Treasury pursuant to 31 U.S.C. § 3717 and 4 CFR § 102.13 shall begin to accrue on the unpaid balance from the day after the expiration of the 30 day period notwithstanding any dispute or an objection to any portion of the costs.

### **IX. RESERVATION OF RIGHTS**

Nothing herein shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing herein shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Order. EPA also reserves the right to take any other legal or equitable action as it deems appropriate and necessary, or to require the Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

## **X. OTHER CLAIMS**

By issuance of this Order, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. The United States or EPA shall not be a party or be held out as a party to any contract entered into by the Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out activities pursuant to this Order. Each party shall bear its own costs and attorneys fees in connection with the action resolved by this Order.

This Order does not constitute a pre-authorization of funds under Section 111(a)(2) of CERCLA, 42 U.S.C. § 9611(a)(2).

Nothing in this Order constitutes a satisfaction of or release from any claim or cause of action against the Respondents or any person not a party to this Order, for any liability such person may have under CERCLA, other statutes, or the common law, including but not limited to any claims of the United States for costs, damages and interest under Sections 106(a) or 107(a) of CERCLA, 42 U.S.C. §§ 9606(a), 9607(a).

## **XI. MODIFICATIONS**

Modifications to any plan or schedule may be made in writing by the OSC or at the OSC's oral direction. If the OSC makes an oral modification, it will be memorialized in writing within 7 business days; however, the effective date of the modification shall be the date of the OSC's oral direction. The rest of the Order, or any other portion of the Order, may only be modified in writing by signature of the Director, Superfund Division, Region 5.

If Respondents seek permission to deviate from any approved plan or schedule, Respondents' Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis.

No informal advice, guidance, suggestion, or comment by EPA regarding reports, plans, specifications, schedules, or any other writing submitted by the Respondents shall relieve Respondents of its their obligations to obtain such formal approval as may be required by this Order, and to comply with all requirements of this Order unless it is formally modified.

## **XII. NOTICE OF COMPLETION**

After submission of the Final Report, Respondents may request that EPA provide a Notice of Completion of the work required by this Order. If EPA determines, after EPA's review of the Final Report, that all work has been fully performed in accordance with this Order, except for



certain continuing obligations required by this Order (e.g., record retention), EPA will provide written notice to the Respondents. If EPA determines that any removal activities have not been completed in accordance with this Order, EPA will notify the Respondents, provide a list of the deficiencies, and require that Respondents modify the Work Plan to correct such deficiencies. The Respondents shall implement the modified and approved Work Plan and shall submit a modified Final Report in accordance with the EPA notice. Failure to implement the approved modified Work Plan shall be a violation of this Order.

### **XIII. ACCESS TO ADMINISTRATIVE RECORD**

The Administrative Record supporting these removal actions is available for review during normal business hours in the EPA Record Center, Region 5, 77 W. Jackson Blvd., Seventh Floor, Chicago, Illinois. Respondents may contact Kevin Chow, Associate Regional Counsel, at (312) 353-6181 to arrange to review the Administrative Record. An index of the Administrative Record is attached to this Order.

### **XIV. OPPORTUNITY TO CONFER**

Within 3 business days after issuance of this Order, Respondents may request a conference with EPA. Any such conference shall be held within 5 business days from the date of the request, unless extended by agreement of the parties. At any conference held pursuant to the request, Respondents may appear in person or be represented by an attorney or other representative.

If a conference is held, Respondents may present any information, arguments or comments regarding this Order. Regardless of whether a conference is held, Respondents may submit any information, arguments or comments (including justifications for any assertions that the Order should be withdrawn against a Respondent), in writing to EPA within 2 business days following the conference, or within 7 business days of issuance of the Order if no conference is requested. This conference is not an evidentiary hearing, does not constitute a proceeding to challenge this Order, and does not give Respondents a right to seek review of this Order. Requests for a conference shall be directed to Kevin Chow, Associate Regional Counsel, at (312) 353-6181. Written submittals shall be directed as specified in Section V.2 of this Order.

### **XV. SEVERABILITY**

If a court issues an order that invalidates any provision of this Order or finds that Respondents have sufficient cause not to comply with one or more provisions of this Order, Respondents shall remain bound to comply with all provisions of this Order not invalidated by the court's order.

Re: Cleveland Trencher Site  
Euclid, Cuyahoga County, Ohio

**XVI. EFFECTIVE DATE**

This Order shall be effective 10 business days following issuance unless a conference is requested as provided herein. If a conference is requested, this Order shall be effective 5 business days after the day of the conference.

IT IS SO ORDERED

BY: Richard C. Karl DATE: 6-21-10  
Richard C. Karl, Director  
Superfund Division  
United States  
Environmental Protection Agency Region 5

# ATTACHMENT A



## U.S. ENVIRONMENTAL PROTECTION AGENCY REMOVAL ACTION

### ADMINISTRATIVE RECORD FOR CLEVELAND TRENCHER SITE EUGLID, CUYAHOGA COUNTY, OHIO

ORIGINAL  
(SDMS ID: 363350)  
MAY 19, 2010

<u>NO.</u>	<u>DATE</u>	<u>AUTHOR</u>	<u>RECIPIENT</u>	<u>TITLE/DESCRIPTION</u>	<u>PAGES</u>
1	00/00/00	Ohio EPA	U.S. EPA	Ohio EPA Time-Critical Removal Action Referral Package w/Attachments for the Cleveland Trencher Site (SDMS ID: 363355)	343
2	09/00/95	ATSDR	File	ToxFAQs Sheet: 2-Butanone CAS #78-93-3 (SDMS ID: 363351)	2
3	09/00/01	ATSDR	File	ToxFAQs Sheet: Asbestos CAS #1332-21-4 (SDMS ID: 363332)	2
4	08/00/07	ATSDR	File	ToxFAQs Sheet: Lead CAS #7439-92-1 (SDMS ID: 363334)	2
5	05/20/09	Savis, H., Ohio EPA	Durno, M., U.S. EPA	Letter re: Ohio EPA Request for U.S. EPA Assistance in Conducting a Removal Action at the Cleveland Trencher Site (SDMS ID: 363352)	4
6	04/06/10	Wolfe, S., U.S. EPA	File	Conversation Record: Call to F. Zingales re: Discussion of Access Issue and EPA's Plan to Move Forward with Removal Action at the Cleveland Trencher Site (SDMS ID: 363353)	1
7	04/07/10	Zingales, F., Ohio EPA	Wolfe, S., U.S. EPA	E-mail Message re: Ohio EPA Response to U.S. EPA Request for ARARS for the Cleveland Trencher Site (SDMS ID: 363354)	1
8	05/19/10	Wolfe, S., U.S. EPA	Karl, R., U.S. EPA	Action Memorandum: Request for a Time-Critical Removal Action at the Cleveland Trencher Site (PORTIONS OF THIS DOCUMENT HAVE BEEN REDACTED/SDMS ID: 363346)	18

ATTACHMENT B

LIABILITY FILE INDEX

<u>Date</u>	<u>Author</u>	<u>Recipient</u>	<u>Title/Description</u>	<u>Pages</u>
05/20/09	Sarvis, H.E., Ohio EPA	Durno, M., U.S. EPA	Letter Re: Former Cleveland Trencher Facility, 20100 St. Clair Ave., Euclid, OH, enclosing Ohio EPA Time- Critical Removal Action Referral Package, with eight attachments	939
09/15/09	Messenger, W., U.S. EPA	Piscazzi, J.J., Joseph J. Piscazzi Trust	Request for Information	17
10/06/09;	Piscazzi, J.J., Joseph J. Piscazzi Trust	Ropski, C., U.S. EPA	Response to U.S. EPA Information Request of September 15, 2009	50
10/12/09	Weston Solutions, Inc.	U.S. EPA	Title Search and PRP Search Report for Cleveland Trencher Site, Cuyahoga County, Ohio	421
11/12/09	Messenger, W., U.S. EPA	Piscazzi, J.J., Joseph J. Piscazzi Trust	Letter re: Trust's Inadequate Response to U.S. EPA's September 15, 2009 Information Request	2
11/18/09	Messenger, W., U.S. EPA	Aydin, M., Cleveland Trencher Co.	Request for Information	14
02/10/10	Aydin, P., for Cleveland Trencher Co.	Ropski, C., U.S. EPA	Response to U.S. EPA Information Request of November 18, 2009	3
02/25/10	Messenger, W., U.S. EPA	Piscazzi, J.J., Joseph J. Piscazzi Trust	Letter Requesting Documentation for Claim of Invalid Mortgage	2
03/02/10	El-Zein, J., U.S. EPA	Aydin, M., Cleveland Trencher Co.	General Notice of Potential Liability	4

03/02/10	El-Zein, J., U.S. EPA	Piscazzi, J.J., Joseph J. Piscazzi Trust	General Notice of Potential Liability	4
03/03/10	Messenger, W., U.S. EPA	Asbestek, Inc.	Request for Information	10
03/03/10	Messenger, W., U.S. EPA	Safe Environmental Inc.	Request for Information	10
03/03/10	Messenger, W., U.S. EPA	Nationwide Demolition Services Inc.	Request for Information	10
Undated Postmarked 03/01/2010	Piscazzi, J.J., Joseph J. Piscazzi Trust	Ropski, C., U.S. EPA	Response to U.S. EPA's February 25, 2010, Letter Requesting Documentation for Claim of Invalid Mortgage	5
03/16/10	Lovelace, R., Safe Environmental Corp.	Ropski, C., U.S. EPA	Response to U.S. EPA's Information Request of March 3, 2010	2
03/26/10	Coval, P.J., Vorys Sater Seymour and Pease for Asbestek, Inc.	Ropski, C., U.S. EPA	Response to U.S. EPA Information Request of March 3, 2010	59
03/31/10	El-Zein, J., U.S. EPA	Thomas, G.L.	General Notice of Potential Liability	4
03/31/10	Messenger, W., U.S. EPA	Thomas, G.L.	Request for Information	17
04/20/10	Kawecki, J., U.S. EPA		Affidavit of Personal Service pertaining to personal service of Consent for Access to Property, Request for Information, and General Notice of Potential Liability, to Mr. Gary L. Thomas, Trustee.	1
04/30/10	Messenger, W., U.S. EPA	Nationwide Demolition Services, c/o	Request for Information	10

Jeffrey N. Kramer

05/05/10	Messenger, W., U.S. EPA	Flynn Environmental	Request for Information	7
05/10/10	Brechbuhler, C., Flynn Environmental	Ropski, C., U.S. EPA	Response to U.S. EPA's Information Request of May 5, 2010, including copy of October 26, 2000, Phase I Environmental Site Assessment of Cleveland Trencher Company, 20100 St. Clair Avenue, Euclid, Ohio, prepared by Flynn Environmental. <b>Marked confidential.</b>	119
06/02/10	El-Zein, J., U.S. EPA	Asbestek, Inc., c/o Paul J. Coval	General Notice of Potential Liability	4
06/02/10	El-Zein, J., U.S. EPA	Nationwide Demolition Services, LLC c/o Jeffrey N. Kramer	General Notice of Potential Liability	4
06/10/10	Coval, P. Vory's, Sater, Seymore & Pease L.L.P	Ropski, C., U.S. EPA	Response to U.S. EPA's Notice letter of June 2, 2010 to Asbestek.	1

# Implementation of UAO Reform Questionnaire

(form revised 2/10/04)

- § This form should be filled out for each UAO issued pursuant to CERCLA 106 (except those issued for site access only).
- § Please fill out this form no later than two weeks after issuance.
- § Once completed, the form should be returned to Mike Northridge, USEPA, mail code 2272A, 1200 Pennsylvania Avenue, N.W., Washington, D.C. 20460, or through LAN mail.
- § If you have any questions regarding the questionnaire, please call Mike at (202)564-4263.

Site Name: Cleveland Trencher

Region: 5 Date Prepared: 6/10/2010

Preparer Name: Carol Ropski Position: Enforcement Specialist Phone Number: 312/353-7647

1) a) Date UAO issued: \_\_\_\_\_ b) UAO Number: \_\_\_\_\_  
(if available) (e.g., UA002)

2) Purpose of UAO (please Y appropriate box):  
(Note: Do not include UAOs that are for access only)

Removal	RI/FS	RD/RA
X		

3) Number of parties receiving the UAO: 5

4) Number of parties receiving the UAO that were governmental (local, state or federal) entities: 0  
(Note: Please provide names of any governmental parties that received the UAO)

5) Number of parties that did NOT receive the UAO: 0

Note: Parties are considered excluded when:

- § There is sufficient evidence to make a preliminary determination of potential liability under 107 of CERCLA; and
- § They have not previously reached full settlement with the government; and
- § They were not issued the UAO.

STOP here if the answer to question 5 is zero.

6) If parties were excluded from the UAO, please provide the reason(s) for excluding them in the chart on the next page

Note: Agency policy provides for only several acceptable reasons for excluding PRPs from a UAO. These include:

- 1) lack of evidence of the party's liability;
- 2) the party is financially non-viable;
- 3) the party made only a relatively minor contribution towards the site conditions (e.g., sent only a de minimis amount of waste to the site);
- 4) consideration of work that a PRP has already conducted at the site (or has agreed to conduct), especially where such work is equivalent to that PRP's fair share; and
- 5) the UAO was already being issued to a large number of PRPs and the inclusion of additional parties would have raised manageability concerns.

	Reason for Exclusion	Number of Parties Excluded due to Reason	Identify any Government entities excluded
1	Lack of evidence; litigative risks		
2	Financially non-viable		
3	Minor contribution of waste to the site		
4	Contributed A fair share		
5	Manageability concerns		
	Other reason (please explain)		

- 7) Did the package presented to the Regional decision-maker identify the PRPs not receiving the UAO, and the reason(s) for their exclusion? *Note: Along with this questionnaire, please submit a copy of the excerpt from the UAO package that identifies the excluded PRP(s) and the reason(s) for exclusion, plus a copy of the cover page for the package (showing, e.g., the name of the decision-maker as the recipient of the package).*
- A) If the information was not in the UAO package but instead was presented to the Regional decision-maker via a different context, then please prepare a memo to the file now and submit a copy to HQ. The memo should document the different means that were used to present this information to the decision-maker (e.g., via written briefing materials separate from the UAO package itself).
- B) If there is no paperwork documenting that the decision-maker was presented with information regarding both the existence of excluded PRP(s) and the reason(s) for exclusion, please now prepare an appropriate memo to the decision-maker and submit a copy to HQ.
- 8) If the reason (or one of the reasons) for excluding a party(ies) was lack of financial viability, did the UAO package contain (or cross-reference) documentation for each PRP that allegedly did not have an ability to pay cleanup costs? *Note: For each PRP excluded due to financial viability, the 8/2/96 procedures call for PRP-specific documentation of financial condition.*

-----Please don't hesitate to contact Mike Northridge at (202) 564-4263 with any questions regarding this questionnaire or suggestions for improving this Reform.-----\$



**ENFORCEMENT INSTRUMENT DETAILS SIGN OFF SHEET (Completed form to Deb Potter)**

SITE NAME: Cleveland Trencher EPA ID: \_\_\_\_\_

**CERCLA STATUTE (Circle all that apply):**

104      106      107      122      Bankruptcy

**SETTLEMENT/ORDER TYPE (Circle appropriate):**

Referral      AOC      CD      UAO      Other \_\_\_\_\_

**SETTLEMENT/ORDER DETAILS:**

Is the settlement/order for response work? YES NO

IF YES: Type of response work PRP will perform \_\_\_\_\_  
Estimated value of the response work PRP will perform \$ \_\_\_\_\_

Is the settlement/order for recovery of past costs? YES NO

IF YES: Value of the past costs being recovered in the settlement/order \$ \_\_\_\_\_  
Action being reimbursed by the past costs in the settlement/order \_\_\_\_\_  
Date of original referral if CD is part of a case for cost recovery that was referred to the Department of Justice in the past \_\_\_\_\_

Is the settlement/order for payment of future costs (cashout)? YES NO

IF YES: Value of the future costs being paid in the settlement/order \$ \_\_\_\_\_  
Action being funded by future costs in the settlement/order \_\_\_\_\_

Does the settlement/order include a provision for all or a portion of the past or future costs to be deposited into a Special Account? YES NO

IF YES: Value that will be deposited into a Special Account \$ \_\_\_\_\_

Does the settlement/order include a provision for a Disbursement Account? YES NO

Does the settlement/order include disbursements from a Special Account? YES NO

IF YES: Value that will be disbursed from a Special Account \$ \_\_\_\_\_

Does the settlement/order include compensation for an orphan share offer? YES NO

IF YES: Value of the compensation due to orphan share \$ \_\_\_\_\_  
Date original orphan share offer made to the PRP \_\_\_\_\_

Does the settlement/order include a provision for Ability to Pay? YES NO

**Attach list of PRPs who signed or were issued the settlement/order.**

Include addresses when available

Identify each as (T) Transporter, (G) Generator, (O) Owner, (P) Operator Cleveland Trencher (O) (P), Joseph C. Piscazzi Irrevocable Trust (O), Gary Thomas (P), Nationwide Demolition Services, LLC (P), AS3ESTEK (P)

**Is the settlement/order a De Minimis settlement? YES NO**  
Distinguish De Minimis parties from non-De Minimis parties

**Completed By (Please print): Carol Ropski**  
5/10/2010

**Date Completed:**

CERCLA 106(b) Petition

# EXHIBIT 41

**JEFFREY N. KRAMER**

ATTORNEY AT LAW  
24 WEST THIRD STREET  
SUITE 300  
MANSFIELD, OHIO 44902  
(419) 522-7474  
Fax (419) 522-7478

Admitted Ohio and Florida

**FACSIMILE COVER LETTER**

This facsimile may contain confidential and/or legally privileged information. If you receive this transmission in error, please respect that confidentiality and neither read nor exhibit any part of this transmission to others. Instead, please telephone the sender at his office number listed above. If the call is a long distance call, please feel free to call collect. Your respect for the privacy of our clients is appreciated. Thank you.

DATE: Friday, July 9, 2010

TO: Mr. Kevin Chow, Assoc. Regional Counsel

FIRM: U.S. EPA, Region 5

FAX NO. (312) 408-2233

FROM: Jeffrey N. Kramer

RE: Cleveland Trencher Site

We are transmitting 25 pages, including this cover page, copy of affidavits of Tomas Amaya and Michael Collins, and a copy of the Richland County Common Pleas Court's recent entry overruling Safe Environment Corp. of Indiana's motion for summary judgment. These present evidence why Safe Environment Corp. of Indiana should be a PRP in the Cleveland Trencher property Administrative Order. Such additional joinder would certainly improve the prospects of getting the properly responsible parties to 'step up to the plate' and complete a thorough, timely clean-up of the remaining ACM, etc. at the Cleveland Trencher property.

Please call me if you have any questions or need further documentation from our pending lawsuit concerning this matter.

If you do not receive all pages transmitted, please call (419) 522-7474.

Thank you.

CERCLA 106(b) Petition

# EXHIBIT 42



IN THE COURT OF COMMON PLEAS  
RICHLAND COUNTY, OHIO

NATIONWIDE DEMOLITION  
SERVICES, LLC,

: Case No.

Plaintiff, : Judge James Henson

:

v.

: **AFFIDAVIT OF TOMAS AMAYA**

:

ASBESTEK, INC., ET AL.,

:

Defendants. :

Tomas Amaya, being first duly sworn and cautioned, states the following facts upon personal knowledge unless otherwise specifically stated or qualified:

1. Prior to August, 2007, a new company I had formed, Asbestek, Inc., had been selected by demolition contractor, Nationwide Demolition Services, LLC, to perform asbestos remediation at the worksite known as the former Cleveland Trencher property at 20100 St. Clair Avenue, Euclid, Ohio.
2. The State of Ohio allows asbestos removal/remediation work to be performed only by or under the authority of an asbestos remediation contractor licensed by the State of Ohio.
3. Asbestek, Inc. had not yet been licensed by the State of Ohio to be an asbestos remediation contractor.
4. Because of the need to get the asbestos remediation started promptly, and as Asbestek, Inc. was not yet licensed to be an asbestos remediation contractor in Ohio, I approached

my employer, Safe Environment Corporation, for permission to work under the authority of its Ohio asbestos remediation contractor license.


5. On or about August 31, 2007, Safe Environment Corporation, through Anthony Paganelli, agreed to allow Asbestek, Inc. to use Safe Environment Corp's asbestos remediation contractor license for the asbestos removal project at the former Cleveland Trencher property in Euclid, Ohio.
6. The crew that performed the asbestos remediation work at the former Cleveland Trencher property in Euclid, Ohio was comprised of current and former Safe Environment Corp. employees.
7. In performing the asbestos remediation work at the former Cleveland Trencher property in Euclid, Ohio, I and my new company, Asbestek, Inc., used Safe Environment's Ohio asbestos remediation contractor license with the full permission and authority of Mr. Paganelli, President of Safe Environment Corp.
8. Further affiant sayeth naught.

  
Tomas Amaya, Affiant

STATE OF INDIANA  
COUNTY OF LAKE

Subscribed and sworn to before me by the affiant, Tomas Amaya, as witnessed by my hand and official seal this 24 day of March, 2010.



  
NOTARY PUBLIC-STATE OF INDIANA

CERCLA 106(b) Petition

# EXHIBIT 43



IN THE COURT OF COMMON PLEAS  
RICHLAND COUNTY, OHIO

**NATIONWIDE DEMOLITION  
SERVICES, LLC,**

Plaintiff,

vs.

**ASBESTEK, INC. ET AL.,**  
Defendants.

Case No. 2008 CV 2002

Judge James Henson

**AFFIDAVIT OF  
MICHAEL COLLINS**

Michael Collins, being first duly sworn and cautioned, states the following facts upon personal knowledge unless otherwise specifically stated or qualified:

1. I am the owner and President of Nationwide Demolition Services, LLC.
2. I have worked as a general demolition contractor in many states for thirty years.
3. One of the risks attendant to demolition work is the necessity to identify hazardous substances such as asbestos and arrange for licensed specialists in hazard abatement to remove the hazardous material from a jobsite before proceeding with demolition work.
4. The federal Clean Air Act, Title 42 U.S. Code sections 7412-7413, et seq. imposes strict liability upon owners and operators for violations of federal regulations for the removal of asbestos, and Ohio law also imposes liability for negligent asbestos hazard abatement under Ohio Revised Code Chapter 3710, titled Asbestos Hazard Abatement, particularly section 3710.17(A), and provides that civil penalties set forth in section 3710.14 are in addition to remedies otherwise available under any federal, state, or local law.
5. To accomplish asbestos hazard abatement at a demolition project, I routinely hire a consultant to inspect the site for hazardous material and to prepare a hazard assessment report and then, in the case of asbestos hazards, I contract with an asbestos hazard abatement specialist, licensed to perform asbestos hazard abatement in the state where the

demolition project is situated, to perform the asbestos hazard abatement before proceeding with demolition work.

6. In 2007, the owner of a defunct industrial site, the former Cleveland Trencher property located at 20100 St. Clair Avenue, Euclid, Ohio, contracted to have my company perform demolition work on the site.
7. Preparatory to performing the demolition work at the former Cleveland Trencher property at 20100 St. Clair Avenue, Euclid, Ohio, I commissioned a site survey to determine and define asbestos hazards at the site.
8. Once I had the survey report from the consultant, which identified an asbestos hazard abatement estimate of 11,400 square feet of non-friable transite (asbestos), 6,700 square feet of friable spray on asbestos insulation and an additional 1,900 linear feet of asbestos pipe insulation at the site, I solicited bids for the necessary asbestos hazard abatement at the former Cleveland Trencher site.
9. John Vadas and Tomas Amaya responded by submitting a bid to perform the asbestos hazard abatement work at the site for a total price of \$50,000.
10. They told me they had just started a new company, Asbestek, Inc., to do such asbestos hazard abatement work and their bid was lower than other bids I received for this project.
11. Tomas Amaya told me he had for many years been and was still at that time employed as a project supervisor for asbestos hazard abatement by Safe Environment Corp., a nationally known contractor licensed in multiple states to perform asbestos hazard abatement.
12. John Vadas told me that although he was not currently employed by Safe Environment Corp., he previously had been employed by Safe Environment Corp. as a Project


Manager/Superintendent and he gave me a copy of his business card identifying him in that position. (a true copy of that business card with John Vadas' handwritten note is attached hereto, tabbed Exhibit 1).

13. I had just completed demolition work the year before for John Vadas' last employer, Kinsale Contracting, so I was familiar with John Vadas abatement work on that project.
14. Tomas Amaya and John Vadas told me their new company, Asbestek, Inc., was not yet licensed by the State of Ohio to perform asbestos hazard abatement work, but that would not present an obstacle because Amaya had approval from his employer, Safe Environment Corp., to take over the project if Asbestek, Inc. were unable to procure its own Ohio license in time to do the work at the former Cleveland Trencher site.
15. Amaya and Vadas added that they had no employees of their own yet, so they would be partnering with Safe Environment Corp. to provide its employees for the asbestos hazard abatement work on our project in any event.
16. Having been advised by Amaya and Vadas that they had worked together for Safe Environment Corp., and both appearing to have the requisite experience to do this type of hazard abatement, I signed a written contract with Asbestek, Inc., on August 16, 2007 to have Asbestek, Inc. perform the asbestos hazard abatement work at the former Cleveland Trencher site "A.S.A.P.". (Two copies of that contract, signed and exchanged, are attached hereto, tabbed Exhibit 2)
17. Within a couple of days after signing that contract, in a meeting with Amaya and Vadas, I pressed for the abatement work to be completed within a two or three week timeframe because of my company's schedule commitments, or else I would have to cancel their contract and hire someone else to do the asbestos hazard abatement.

18. Tomas Amaya and John Vadas told me it would likely take two or three weeks for their new company to get the required license from the Ohio Department of Health.
19. Tomas Amaya told me his employer, Safe Environment Corp., was licensed to do asbestos hazard abatement work in Ohio and was agreeable to becoming the asbestos hazard abatement contractor on this project, using him and John Vadas as project managers, which would help them in several respects, since they would use Safe Environment Corp.'s employees, and Safe Environment Corp. would now be responsible for the employees' payroll and other expenses that Amaya and Vadas did not have the funds to cover, and would further provide necessary dumpsters for material disposal.
20. Tomas Amaya said he discussed this with his employer, Safe Environment Corp., and he had express authority from Anthony Paganelli, its president, to commit Safe Environment Corp. to do the asbestos hazard abatement project at the former Cleveland Trencher site.
21. Amaya and Vadas further assured me the cost of the asbestos hazard abatement would remain the same as what they had previously bid, \$50,000.
22. I agreed and this new proposal became our new contract, albeit verbal, with Safe Environment Corp to be the asbestos hazard abatement contractor and for Amaya and Vadas to act as project managers.
23. I relied upon Tomas Amaya's representation of authority from Safe Environment Corp. and subsequent documentation to conclude that he had authority from Safe Environment Corp. to make this agreement for Safe Environment Corp. to take over the asbestos hazard abatement work at the former Cleveland Trencher site.
24. That is the verbal contract with Safe Environment Corp. and Asbestek, Inc. on which we proceeded from that point forward.

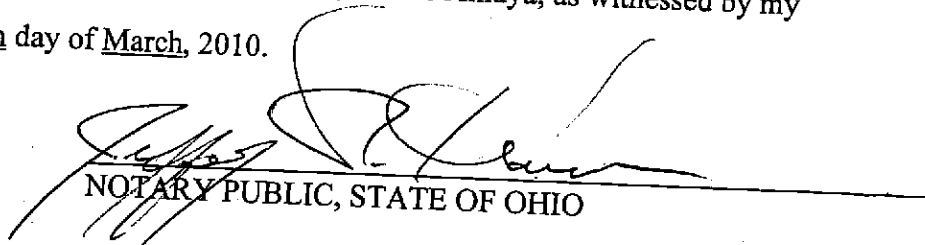
25. Thereafter, on August 31, 2007, Tomas Amaya and John Vadas copied me on the "Prior Notification of Asbestos Hazard Abatement Project" form they submitted to the Ohio Department of Health, identifying Safe Environment Corp. as the abatement contractor for the project, with required attachments including a copy of Safe Environment Corp.'s Ohio license for such abatement work, the Certificate of Safe Environment's supervisory employee Carlos Bonilla, and copy of the required \$65.00 notification fee official bank check, identifying Safe Environment Corp. as the check "remitter". (A true copy of that submission from Vadas and Amaya is attached hereto, tabbed Exhibit 3)

26. Further affiant sayeth naught.

  
Michael Collins, affiant

STATE OF OHIO  
COUNTY OF RICHLAND

Subscribed and sworn to before me by the affiant, Tomas Amaya, as witnessed by my hand and official seal this 27th day of March, 2010.

  
NOTARY PUBLIC, STATE OF OHIO

JEFFREY N. KRAMER, Attorney At Law  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Has No Expiration Date  
Section 147.03 O.R.C.

CERCLA 106(b) Petition

# EXHIBIT 44



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

77 WEST JACKSON BOULEVARD

CHICAGO, IL 60604-3590

August 20, 2010

REPLY TO THE ATTENTION OF:

C-14J

VIA U.S. MAIL

Steven Janik, Esq.  
Patrick Thomas, Esq.  
Janik L.L.P.  
9200 South Hills Boulevard, Suite 300  
Cleveland, OH 44147-3521

Re: Cleveland Trencher Superfund Site, Euclid, OH  
Extension of Schedules under Order

Dear Messrs. Janik and Thomas:

On July 27, 2010, the U.S. Environmental Protection Agency issued an Order Amendment to its Administrative Order ("Order") (Docket No. V-W-10-C-950), adding your client, Safe Environment Corporation ("Safe"), to the Order, pursuant to Section 106(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. § 9606(a). The Order requires the Respondents to conduct actions at the Cleveland Trencher Superfund Site ("Site"), 20100 St. Clair Ave., Euclid, Ohio, to address the release of hazardous substances at the Site. Due to (1) the trial scheduled for September 16, 2010, in the matter between Respondents Nationwide Demolition Services, LLC, Safe Environment Corporation, and Asbestek, Inc. (Nationwide Demolition Services, LLC v. Asbestek, Inc., et al., Court of Common Pleas, Richland County, OH, Case No. 2008 CV 2002) pertaining to responsibility for asbestos damages at the Site as between the parties, (2) the upcoming depositions of witnesses in such matter; and (3) the forthcoming coverage decisions by the insurer for Asbestek, Inc., EPA hereby extends the schedule under the Order as follows.

1. Safe's Notice of Intent to Comply required under Section V, Paragraph 1 of the Order, shall be due September 21, 2010.
2. Safe's notification required under Section V, Paragraph 2 of the Order, of your qualifications or the name and qualifications of your contactor(s) for the implementation of removal actions, as well as Safe's designation of a Project Coordinator with such person's name, address, telephone number, and qualifications, shall be due September 21, 2010.
3. Safe's submission of a draft Work Plan required under Section V, Paragraph 3.1 of the Order, shall be due September 21, 2010.



729-8

4. Safe's submission of a Health and Safety Plan required under Section V, Paragraph 3.2 of the Order, shall be due September 21, 2010.

If you have any questions, I can be reached at (312) 353-6181 and [chow.kevin@epa.gov](mailto:chow.kevin@epa.gov). Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Chow", with a long horizontal flourish extending to the right.

Kevin Chow  
Associate Regional Counsel

cc: Steve Wolfe (ME-W)  
Carol Ropski (SE-5J)



CERCLA 106(b) Petition

# EXHIBIT 45



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

77 WEST JACKSON BOULEVARD

CHICAGO, IL 60604-3590

September 20, 2010

SEP 20 2010

~~OCT 20 2010~~

*K.C.*

REPLY TO THE ATTENTION OF:

C-14J

VIA U.S. MAIL

Steven Janik, Esq.  
Patrick Thomas, Esq.  
Janik L.L.P.  
9200 South Hills Boulevard, Suite 300  
Cleveland, OH 44147-3521

Re: Cleveland Trencher Superfund Site, Euclid, OH  
Extension of Schedules under Order

Dear Messrs. Janik and Thomas:

On July 27, 2010, the U.S. Environmental Protection Agency issued an Order Amendment to its Administrative Order ("Order") (Docket No. V-W-10-C-950), adding your client, Safe Environment Corporation ("Safe"), to the Order, pursuant to Section 106(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. § 9606(a). The Order requires the Respondents to conduct actions at the Cleveland Trencher Superfund Site ("Site"), 20100 St. Clair Ave., Euclid, Ohio, to address the release of hazardous substances at the Site. Currently, the items required under Section V, Paragraphs 1, 2, 3.1, and 3.2 of the Order are due to EPA by September 21, 2010. The Respondents have requested an additional thirty (30) days to provide such items. EPA hereby extends the schedule under the Order as follows:


1. Safe's Notice of Intent to Comply required under Section V, Paragraph 1 of the Order, shall now be due October 21, 2010.
2. Safe's notification required under Section V, Paragraph 2 of the Order, of your qualifications or the name and qualifications of your contactor(s) for the implementation of removal actions, as well as Safe's designation of a Project Coordinator with such person's name, address, telephone number, and qualifications, shall now be due October 21, 2010.
3. Safe's submission of a draft Work Plan required under Section V, Paragraph 3.1 of the Order, shall now be due October 21, 2010.
4. Safe's submission of a Health and Safety Plan required under Section V, Paragraph 3.2 of the Order, shall now be due October 21, 2010.

429-8  
4/23/10

This shall be the final extension of the Order.

If you have any questions, I can be reached at (312) 353-6181 and [chow.kevin@epa.gov](mailto:chow.kevin@epa.gov).  
Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Chow". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Kevin Chow  
Associate Regional Counsel

cc: Steve Wolfe (ME-W)  
Carol Ropski (SE-5J)

CERCLA 106(b) Petition

# EXHIBIT 46

# JANIK L.L.P.

Attorneys at Law

9200 South Hills Boulevard ♦ Suite 300 ♦ Cleveland, Ohio 44147-3521  
(440) 838-7600 ♦ Facsimile (440) 838-7601  
Email ♦ patrick.thomas@janiklaw.com

Direct Dial:  
(440) 740-3036

October 20, 2010

Richard C. Karl  
Director, Superfund Division – Region 5  
United States Environmental Protection Agency  
77 West Jackson Boulevard  
Chicago, IL 60604-3590

RE: Unilateral Administrative Order Docket No. V-W-10-C-950  
Cleveland Trencher Site, Euclid, Ohio  
Replying to the Attention of S-6J

**SAFE ENVIRONMENTAL CORPORATION OF INDIANA'S**  
**CONTEST OF RESPONSIBILITY AND**  
**REQUEST FOR RELEASE AS A RESPONSIBLE PARTY**

Dear Mr. Karl:

Safe Environmental Corporation of Indiana submits to the United States Environmental Protection Agency (“Agency”) its contest of Responsibility and Request for Release as a Liable Party. In conjunction with the information herein, Safe Environmental respectfully submits that the Agency cannot in good faith continue hold Safe Environmental as a responsible party under 42 U.S.C. § 9607(a) and that sufficient cause exists for the Agency’s immediate consideration. The Agency made no specific findings of fact with respect to Safe Environmental beyond the language it used in the original UAO but simply amended the language to add Safe Environmental as a contracting party with Nationwide and Asbestek.

The Agency has determined Safe Environmental to be a responsible party solely on the claim of one individual, Mr. Tomas Amaya, who claimed that he performed asbestos abatement under authority of Safe Environmental’s Ohio License. Since the Agency made its determination, Mr. Amaya has recently testified that he has no basis or support for the claim upon which the Agency has based its findings of fact. Substantial evidence establishes that not only did he not have authority to use the license, but that he and his associate, John Vadas, engaged in a pattern of criminal fraud before the government and used the license to perform on a contract when they knowingly lacked any such authority. Once you have had the opportunity to review the enclosed, I am confident that the Agency will make the proper decision and release Safe Environmental from liability in this matter.

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### **EXECUTIVE SUMMARY**

Respondent Safe Environmental Corporation of Indiana ("Safe Environmental"), a named liable party under 42 U.S.C. § 9606(a) by Unilateral Administrative Order Docket No. V-W-10-C-950 ("UAO") for requirements of removal and abatement at the Cleveland Trencher Site ("Site"), respectfully submits that Safe Environmental is not a liable party and that the Environmental Protection Agency ("Agency") should release it as bound party from the UAO. More than sufficient cause exists that Safe Environmental is not liable for even de micromis activity at the Site.

Safe Environmental had no direct or indirect involvement or association, even as a de micromis party, as an owner, operator, contractor or otherwise at the Site in 2007 or at any time. The Agency named Safe Environmental a responsible party solely as a result of an affidavit by Mr. Tomas Amaya, President of Asbestek, Inc. ("Asbestek") wherein he stated that Anthony Paganelli, president of Safe Environmental, gave him authority to "use" Safe Environmental's Ohio Asbestos Abatement Contractor License ("License") for Asbestek's operation at the Site. It is uncontested that Safe Environmental had no physical, contractual, business, financial, ownership or labor contact with or at the Site and Mr. Amaya's mere claim that he was authorized to "use" the license, even if true, fails because the license is non-transferable. For this reason alone, Safe Environmental is not liable to any extent.

Furthermore, Mr. Amaya and Mr. John Vadas, Asbestek's project manager, have both recently testified under oath that Asbestek, Mr. Amaya and Mr. Vadas may not in fact have had authority to "use" Safe Environmental's License in its contract with contractor Nationwide Demolition ("Nationwide") at the Site. In an August 23, 2010, videotaped deposition attended by the Agency, Mr. Amaya repeatedly admitted that it is possible that Mr. Paganelli never gave Mr. Amaya authorization to use the License. In an August 24, 2010, videotaped deposition also attended by the Agency, Mr. Vadas did not contest Mr. Amaya's admission. No independent evidence links Safe Environmental to the Site. Consequently, the Agency has no evidence to support a determination that Safe Environmental is a liable party.

Finally, there is substantial, credible evidence that not only did Mr. Amaya and Mr. Vadas not have authority to use the License, but that they committed criminal fraud on the State of Ohio and fraudulent misrepresentation against Nationwide in their representation to the State of Ohio and Nationwide that abatement work at the Site was being conducted by Safe Environmental. Mr. Amaya and Mr. Vadas deceptively obtained a copy of the License and represented permission to use it because pressure from Nationwide to commence performance occurred before they took the necessary steps to apply for an Ohio License for Asbestek, likely because they could not afford the seven hundred fifty dollar (\$750) fee. Because they stood to lose a fifty thousand dollar (\$50,000) contract, they forged authorization to use the License to the Ohio Department of Health ("ODH") under the theory that they could complete the project before their fraud was discovered and if "no harm then no foul." Strategically, Mr. Amaya and Mr. Vadas withheld the Safe Environmental representation to the Ohio Environmental Protection Agency ("Ohio EPA") because they were aware that Ohio EPA agents, but not ODH officials, would likely be present at the Site. In their haste to conclude the project to avoid deception, they performed swiftly and with flagrant disregard of abatement laws which resulted in criminal

charges against Mr. Amaya and Asbestek. Mr. Amaya and Mr. Vadas then intentionally and improperly notified Nationwide that abatement was completed when they knew it was not. Nationwide's reliance on Asbestek's assertion resulted in Nationwide commencing demolition of the contaminated factory and the local and federal violations that exist at present.

The following collective evidence strongly establishes that Mr. Amaya and Mr. Vadas engaged in a pattern of criminal conspiracy (1) to fraudulently represent that Asbestek had authority to use the License and (2) to conceal evidence throughout the process.

1. Mr. Paganelli never authorized Mr. Amaya, Mr. Vadas or Asbestek to have, use, or obtain Safe Environmental's License for abatement work at the Site.
2. Mr. Amaya deceitfully obtained and produced Safe Environmental's License and electronically transferred the same to Mr. Vadas.
3. Mr. Vadas prepared facsimile cover pages to Nationwide purporting to be associated with Safe Environmental while employing misleading contact numbers for the latter. In a facsimile to the Ohio EPA submitted within seconds of the first, Mr. Vadas withheld the Safe Environmental association to avoid alerts and deceive the government recipients.
4. Mr. Vadas, at the direction of Mr. Amaya, prepared Notification forms to the Ohio Department of Health that identified Mr. Vadas as the contact person for Safe Environmental in order to conceal Safe Environmental's true contact information. This is supported by a Vadas-prepared (but ultimately withheld) notification form in which Mr. Vadas identified the correct contact information for Safe Environmental that he knew was required to accompany the form but which he did not submit when he realized that the fraud would be discovered. Mr. Amaya admitted that this was done so as not to alert the authorities in the event that the project proceeded without problems.
5. Mr. Vadas admitted that he created and submitted through the United States Mail an envelope to the Ohio Department of Health with a forged return address of Safe Environmental in order to bolster the validity of a forged enclosure.
6. Mr. Vadas obtained a non-traceable money order falsely (and erroneously) identifying the remitter as "Safe Environment" for payment of the Notification fee instead of an Asbestek check or a Safe Environmental check, which would be expected for a legitimate process. Although he vehemently denies this effort, ODH records confirm his responsibility.
7. Mr. Amaya improperly obtained the Ohio abatement specialist license of Safe Environmental employee Carlos Bonilla to support ODH notification for work at the Site. Mr. Amaya admitted in his deposition that he furnished Mr. Bonilla's supervisory licensure to the government when he knew the information to be false.



8. Mr. Vadas falsely represented his professional association with Safe Environmental to Nationwide when he knew in fact that his relationship with the company was tenuous and on bad terms.
9. Mr. Vadas and Mr. Amaya provided drastically differing accounts as to when and why Safe Environmental's License was used. Mr. Vadas claims authority was granted months before the project began, that Asbestek applied for its own license and that Safe Environmental's License was only utilized when Asbestek was put under pressure by Nationwide to commence the project. Mr. Amaya claims that Mr. Vadas represented that Asbestek would use Nationwide's contractor License, that Asbestek never applied for its own License, and that he obtained authority from Mr. Paganelli only days before Nationwide pressured Asbestek to begin the work.
10. When appearing at the second part of his deposition on September 3, 2010, Mr. Vadas brought a self-generated, alleged September 17, 2007 Notification Form never used by ODH with forged receipt information purporting to have been generated by ODH and containing Mr. Paganelli as the contact person for Safe Environmental. ODH records entirely dispute this document and in fact contain Mr. Vadas' September 17, 2010 submission identifying Mr. Vadas as the Safe Environmental representative.

Therefore: (1) Safe Environmental's License is non transferable, and the claim that Asbestek "used" it, with or without actual authority, absent any further evidence of Safe Environmental's involvement (which does not exist), is not sufficient to render Safe Environmental a liable party; (2) Mr. Amaya and Mr. Vadas have testified that Mr. Paganelli never actually authorized use of the License; and (3) evidence establishes that Mr. Amaya and Mr. Vadas knowingly and intentionally identified Safe Environmental as the contractor before the State of Ohio and Nationwide when they knew it to be false. For any and all of these reasons, sufficient cause exists for the Agency to release Safe Environmental as a bound and liable party in this matter. Safe Environmental will submit its Notice of Compliance and Work Plan and Safety Plan by the October 21, 2010 deadline and will participate in the remediation and removal Plan commensurate with its actual liability for contamination at the Site. Safe Environmental proposes a reasonable monetary settlement with the Agency in exchange for protection from contribution from other parties.

#### **LIST OF UNCONTESTED FACTS**

1. Safe Environmental did not engage in any written or verbal contract regarding a project at the Site.
2. Safe Environmental was not provided and did not review any estimates, proposals or assessments of the Site.
3. Safe Environmental did not prepare or submit to the Ohio EPA the "Notification of Demolition and Renovation" form for work at the Site.

4. Safe Environmental did not prepare or submit to ODH any of the five versions of the Notification Forms for work at the Site.
5. Safe Environmental did not provide work plans or safety plans or direct any activity at the Site.
6. Safe Environmental was not identified on Asbestek's or Nationwide's insurance policies as an additional insured.
7. Safe Environmental did not provide equipment to the Site.
8. Safe Environmental did not provide laborers, supervisors or any employees to the Site.
9. Safe Environmental was not present at the Site.
10. Safe Environmental was not requested to be present at the Site.
11. Mr. Amaya admitted repeatedly under oath that Mr. Paganelli may not have heard or understood him when Mr. Amaya allegedly requested to "use" the License.
12. Safe Environmental was not informed by any party, including the State of Ohio, about any activity at the Site whatsoever, including proposals, contracts, notification forms, progress, or delays.<sup>1</sup>
13. Safe Environmental did not provide compensation to any person who engaged work at the Site.
14. Safe Environmental was not provided or promised any compensation for any activity, contract or work performed at the Site.
15. Safe Environmental was not contacted in any manner by any party prior to notice of violations at the Site or "completion" of asbestos remediation.
16. Neither Mr. Vadas, Mr. Amaya, Asbestek nor Nationwide ever made any effort to contact Safe Environmental, either before, during or after the project at the Site.

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<sup>1</sup> Ultimately, Safe Environmental was notified by the Ohio Department of Health on or about September 26, 2007, when the project was "completed" that the Site was in violation. Safe Environmental immediately notified ODH that it was not involved in any Ohio project (Exhibit 31).

### **PROCEDURAL HISTORY**

On June 21, 2010 the Agency issued UAO naming Metin Aydin, The Joseph Piscazzi Revocable Trust ("Piscazzi Trust"), Gary Thomas, Nationwide and Asbestek as respondents and "liable parties" defined by 42 U.S.C. § 9606(a) relating to the EPA's determination of hazardous substances at the Cleveland Trencher Site including (1) asbestos, (2) lead and (3) methyl ethyl ketone.

On July 9, 2010, counsel for Nationwide notified the Agency about a pending civil action in Richland County, Ohio Court of Common Pleas ("Civil Action"), Case No. 2008-CV-2002 wherein Nationwide sued Asbestek, Mr. Thomas, Piscazzi, and Safe Environmental claiming negligence and breach of contract relating to abatement of asbestos in the building on the Site. Counsel further provided the March 24, 2010, Affidavit of Tomas Amaya (Ex. 1), president of Asbestek and a Richland County order denying Safe Environmental's Motion for Summary Judgment both for the purpose of compelling the Agency to add Safe Environmental as a respondent and liable party.

On July 27, 2010, the Agency issued the first amendment of the UAO naming, *inter alia*, Safe Environment as a respondent and liable party. The Agency made no specific findings of fact with respect to Safe Environmental beyond the language it used in the original UAO but simply amended the language to add Safe Environmental as a contracting party with Nationwide and Asbestek.

On August 11, 2010, a Conference call was attended by counsel for Safe Environmental, Nationwide and Piscazzi, as well as Agency representatives Stephen Wolf, Carol Ropski and Kevin Chow. At that time the Agency identified August 23, 2010, as the date for the Notice of Intent to Comply with the UAO with deadlines for Work Plans and Safety Plans to follow statutorily thereafter. On August 20, 2010, the Agency extended deadlines for (1) Notice of Intent to Comply, (2) Contractor's Plans and (3) Work Plans and Safety Plans to September 21, 2010.

On August 23 and 24 and September 3, 2010, Safe Environmental's counsel deposed by video deposition Mr. Amaya and John Vadas, in part in order to challenge the assertion by Nationwide and others that Safe Environmental had any involvement, in law or in fact, at the Site. The Agency attended these depositions and transcripts of the proceedings are attached herein. Mr. Amaya's transcript ("A. Dep.") and accompanying deposition exhibits and Mr. Vadas' transcript ("V. Dep.") and accompanying deposition exhibits are attached hereto.

The civil matter was scheduled to proceed to trial on September 16, 2010. Asbestek's insurance company, American Safety Risk, filed a Motion for Declaratory Judgment for a ruling that it has no duty to defend Nationwide, an additional insured on Asbestek's policy, and a Motion to Consolidate the Motion for Declaratory Judgment in the Civil Action. Consequently, discovery periods were reset and the trial date was postponed. No trial date has currently been set.

On September 20, 2010, in light of the American Safety Risk's potential tender of defense of Nationwide, the Agency again extended deadlines for (1) Notice of Intent to Comply, (2) Contractor's Plans and (3) Work Plans and Safety Plans to October 21, 2010.

On October 18, 2010, Safe Environmental submitted this Contest of Responsibility and Request for Release as a Liable Party to the Agency.

## STATEMENT OF FACTS

### **I. BACKGROUND INFORMATION**

When an entity seeks to engage in friable asbestos abatement in the State of Ohio, the entity must meet certain requirements prior to undertaking such action. First, the entity must have an Ohio Contractor Asbestos Abatement License ("License" or "Ohio License"). This License may be applied for by submission of Form HEA 5335 pursuant to R.C. 3710.01 *et seq.* and requires an application fee of seven hundred fifty dollars (\$750.00). Once the license is issued, a licensed contractor is required to prepare a Prior Notification of Asbestos Hazard Abatement Project Form HEA 5121 ("Notification(s)" or "Notification Form"). This form has not been revised or changed in any manner by ODH since August, 2003. The Notification requires a fee of sixty-five dollars (\$65.00) and must be mailed to ODH. The Notification Form also requires identification of an Ohio-licensed asbestos abatement Specialist ("Specialist") who will be present and oversee the project. A contractor is required to submit revisions as subsequent Notifications by facsimile prior to any changes in the original Notification. ODH is not likely to appear at the identified facility to enforce or review information provided in the Notification absent certain issues and asbestos abatement contractors are generally aware of this fact. A contractor is also required to submit to the Ohio EPA a Notification of Demolition and Renovation ("EPA Notification") and must provide the asbestos contractor's License information. The EPA is likely to appear at facilities to inspect asbestos removal and this fact is generally known to asbestos abatement contractors. These requirements and the manner in which they were undertaken by Asbestek are necessary to understand the facts contained herein and why certain individuals performed in the manner that they did.

The facts in the case involve Asbestek's claim that it was authorized to use Safe Environmental's License<sup>2</sup> to perform on a contract with Nationwide either because Asbestek would not be able to obtain its License in time to perform or because Asbestek intentionally failed to obtain its License by application to ODH. Safe Environmental denies that it ever authorized, provided or permitted its license to be used. Upon review of the following facts, it will be apparent that Asbestek officials knew they were never authorized to use the License and that Safe Environmental had no connection to the Site in any manner.

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<sup>2</sup> Asbestek has made no claim that Safe Environmental provided laborers, machinery, supervisors, contractors, payment, contracts, insurance or even physical presence but only that it was authorized to "use" the License. Joshua Koch of the Ohio Department of Health Asbestos Division states that the License is not transferable in the manner alleged by Mr. Amaya but that the Licensee must have some contractual obligation to the Site *prior* to authorization of use.

## II. CONTRACT BETWEEN NATIONWIDE AND ASBESTEK

On June 14, 2007, the City of Euclid, Ohio issued a Notice of Violation and Condemnation to Messrs. Thomas and Piscazzi regarding demolition and abatement of the factory and structures ("Building") on the Site. On August 9, 2007, Affiliated Environmental Services prepared an asbestos survey of the Site for Nationwide and estimated asbestos removal at one hundred two thousand, four hundred fifty dollars (\$102,450.00) (Ex. 2). On August 14, 2007, Nationwide and Mr. Thomas entered into a contract whereby Nationwide agreed to demolish the factory and office buildings on the Site in exchange for seventy percent of the proceeds on the salvaged scrap metal (Ex. 3).

Nationwide sent the estimate to Mr. Vadas with redacted the estimate figures, and inquired whether or not Mr. Vadas could "get the job done for fifty thousand" (V. Dep. 153:3-14). Mr. Vadas contacted Mr. Amaya since he was aware that Mr. Amaya had recently incorporated Asbestek with the Indiana Secretary of State for the purpose of asbestos abatement. Mr. Vadas and Mr. Amaya knew each other because they were both involved in the asbestos abatement business in the Chicago/Hammond Indiana region and because both had worked at Safe Environmental in the past (A. Dep. 51:14-15). Mr. Amaya was still employed with Safe Environmental in late summer 2007 but had also started his own side business in an effort to bring in extra income (A. Dep. 25; 9 and A. Dep. 60:15-24; 57:5; 64:22-24). Mr. Vadas was aware that Asbestek was non-union, and Mr. Amaya's brother and cousin were involved in it (V. Dep. 153:21 - 154:7). Mr. Vadas and Mr. Amaya held a meeting at Asbestek's office in Hammond, Indiana and discussed the possibility of doing asbestos abatement work for Nationwide at the Site (A. Dep. 74:3-22, V. Dep. 125:4-).

At the time of the meeting, Mr. Vadas was partially employed with Kinsale contracting which is where he met Nationwide owner, Mike Collins (V. Dep. 65:1 - 67:14). Mr. Vadas had worked for Safe Environmental in the past, concluding the relationship there in 2005 (V. Dep. 61:7-9). John Vadas parted Safe Environmental on poor terms and was resentful toward Mr. Paganelli (V. Dep. I. 61:12-63:14; 310:24-311:20.). Mr. Amaya was still performing asbestos abatement for Safe Environmental as a foreman (A. Dep. 73:1-3). The two agreed to designate Mr. Vadas as the project manager who would handle all the paperwork. (V. Dep. 155:13-3; 124:8-9; 128:18-19; 155:1-4, Ex. 7, § XVIII). Mr. Amaya's role would be to obtain and arrange for laborers, insurance and waste disposal. The two would split the profit, which Mr. Amaya estimated at \$7,500 each. (A. Dep. 237:7-8). Mr. Vadas initially claimed that he did not expect any profit and that he was only involved in order to get additional work from Nationwide. (V. Dep. 214:3-6; 216:2-7). Nationwide and Asbestek through John Vadas executed a contract ("Contract") prepared by Mr. Vadas whereby Asbestek would abate the friable and non friable asbestos in the Building for a price of fifty thousand dollars (\$50,000.00) (Ex. 4). Mr. Vadas represented on August 16, 2007 to Nationwide in the Contract that Asbestek was registered with the Secretary of State of Ohio when he knew this to be false.

### III. SAFE ENVIRONMENTAL'S OHIO CONTRACTOR LICENSE WAS NEVER OBTAINED FOR "USE" BY ASBESTEK OR TOMAS AMAYA

At their first meeting, Mr. Amaya and Mr. Vadas were aware that an Ohio License would be necessary to perform the abatement work at the Site. (A. Dep. 75: 1-14). Mr. Amaya's claims that Mr. Vadas informed him that Nationwide had a License under which Asbestek would work (A. Dep. 77:20 – 81:20). Mr. Amaya testified that either Mr. Vadas or Mr. Collins was lying, but he found out later that Nationwide did not have a License. (A. Dep. 87:2 – 88:24). At that point, Asbestek began to work on the non-friable asbestos abatement while "we worked on the License" (A. Dep. 89:19-21) which they planned to get from ODH on behalf of Asbestek (A. Dep. 97:17-24). In order to accomplish this, Mr. Amaya gave Mr. Vadas the template to fill out the application to ODH (A. Dep. 104:14-20) and claimed that Mr. Vadas filled it out and Mr. Amaya signed it (A. Dep. 106:8-10). Mr. Amaya was also aware that in order to perform asbestos abatement work in Ohio that an Asbestos Specialist License was necessary. Mr. Amaya initially testified that he had an Ohio supervisor license which he obtained around the time that plans to work with Nationwide were being developed (A. Dep. 80:1-24).

Mr. Amaya testified that because the price of metal increased and Mr. Collins wanted to removed the metal out of the structure without further delay, the pressure was high and "we didn't have time to get the license because it takes six weeks" (A. Dep. 96:3-16). He indicated that this left him with two choices: either submit his own license to the State of Ohio (even though he testified this had already been done or ask his "friend to let me use his license." (A. Dep. 144:3-6). He chose the latter, and claims to have called Mr. Paganelli by phone and requested permission to use the License. (A. Dep. 117:10-15).<sup>3</sup> Mr. Amaya testified that he expected Mr. Paganelli to give him the license because Mr. Amaya had been a responsible and faithful laborer (A. Dep. 148: 12-20). But he admitted that he has never experienced a situation where a company just "gives" it License for use in a job (A. Dep. 150:3-15).

Mr. Amaya has a poor recollection of when he called Mr. Paganelli, but claims to have done it after the non-friable asbestos abatement phase of the project and after he had been to the Site (A. Dep. 151:1 – 152:11). Mr. Amaya stated that he called Mr. Paganelli on the phone and said, "I have a small job in Ohio which I need to get done but I don't – it going to take me too long to get the license. Can you let me use your license?" (A. Dep. 156:4-7). Mr. Amaya claims that Mr. Paganelli said "Yes, no problem" (A. Dep. 158:7). But he admitted that Mr. Paganelli may not have understood his request (A. Dep. 158:7 -19). He also testified as follows,

Q: But you think that maybe [Mr. Paganelli] didn't understand what you were talking about [your request to use Safe Environmental's license]?

A: I'm not sure. I'm not sure he understand [sic] or he didn't understand. I'm...

Q: Okay. Well, you bring that up.

A: Because –yeah. Because maybe, maybe understand, maybe not. I don't know."

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<sup>3</sup> Mr. Amaya testified that he called Mr. Paganelli on Mr. Paganelli's cell phone on or about August 31, 2007, to request permission to use the license. Safe Environmental issued a subpoena to U.S. Cellular, the carrier of Mr. Amaya's phone and was recently told that records had been transferred to T-Mobile. A subpoena has been issued to T-Mobile, but the records have not been received as of this date.

(A. Dep. 162:23-163:5).

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Q. And you say you got that authority from a two-minute phone call with Anthony Paganelli, correct?

A. Yes.

Q: And you say it's possible Anthony Paganelli didn't understand you?

A: It's possible, yes.

(A. Dep. 205:19-24)

And not only is it possible that Mr. Paganelli did not *understand* the request, Mr. Amaya admitted that it is possible that Mr. Paganelli didn't even *hear* the request.

Q: But it's possible [Tony Paganelli] didn't hear what you said to him?

A: It's possible.

(A. Dep. 177:2-4)

Mr. Amaya testified that Mr. Paganelli is the only person who can answer the question if Mr. Paganelli "understood" or "heard" Mr. Amaya or not. (A. Dep. 158:15-20). Mr. Paganelli has testified in his affidavit that while he was aware that Mr. Amaya was forming his own company to do side jobs, Mr. Amaya never made any request of him to use Safe Environmental's Contractor License (Ex. 5). Consequently, Mr. Amaya cannot provide any proof that he or Asbestek was authorized to use the License and asks us to rely on the knowledge and memory of Mr. Paganelli.

Mr. Paganelli has testified that:

1. No laborer, foreman, or abatement specialist employed by Safe Environmental has ever been given authority to use, in any capacity, a License of Safe Environmental as means of binding Safe Environmental to any abatement project.
2. No laborer, foreman, or abatement specialist employed by Safe Environmental has ever been given authority to prepare a Notification for submission to a state department of health.
3. No laborer, foreman, or abatement specialist employed by Safe Environmental has ever been given authority to obtain insurance or negotiate or execute contracts on behalf of Safe Environmental without prior written authority.
4. Mr. Amaya informed Mr. Paganelli in 2007 that he was starting his own asbestos abatement company and asked him for referrals for any available small jobs.
5. Mr. Paganelli never referred any jobs to Mr. Amaya and did not recommend him to any contractor or owner for work.
6. Mr. Amaya never requested of Mr. Paganelli the use of Safe Environmental's License for any project, in Ohio or any other State.

7. Mr. Paganelli never authorized, allowed, or permitted Mr. Amaya or Asbestek Inc. permission to use Safe Environmental's License for any project, in Ohio or any other State.
8. Mr. Paganelli never authorized, allowed, or permitted Mr. Amaya or Asbestek, Inc. to file a Notification on behalf of Safe Environmental.
9. Safe Environmental has never filed a Notification without a written contract relating to the project.
10. Neither Mr. Paganelli nor Safe Environmental has ever entered into a contract, written or verbal, with Tomas Amaya or Asbestek, Inc. for any project at any time.
11. Safe Environmental never entered into a contract, written or verbal, with Nationwide, Mr. Thomas, Mr. Piscazzi, or any entity related to the former Cleveland Trencher site in Euclid, OH.
12. Any use of Safe Environmental's License for asbestos abatement at the Cleveland Trencher site in Euclid Ohio was used without the authorization of Mr. Paganelli or Safe Environmental (Ex. 5).

Mr. Vadas admitted that he has no personal knowledge about Mr. Amaya having authority and he says it is possible that Mr. Amaya never obtained authority.

Q. With respect to the Cleveland Trencher project that Asbestek had with Nationwide Demolition, do you agree with me that Tomas Amaya did not have authority from Tony Paganelli?

A. I don't know that. No, I don't because I don't. I don't know that.

Q. Is that a possibility?

A. Sure.

(V. Dep. 172:22 – 173:5.)

The only possible nexus that Safe Environmental has to the Site is through Mr. Amaya's admittedly tenuous claim that Safe Environmental did, "nothing else, [j]ust authorize the license" (A. Dep. 324:9-19). Mr. Amaya admitted that Safe Environmental had nothing to do with the Cleveland Trencher Site:

Q: [Ex. 9], if it's true that Anthony Paganelli offered his license for free to you to use, this [form] would have been more accurate [to submit to the Ohio Department of Health], right?

A: Yes.

Q: Because the contact person is Anthony Paganelli?

A: Not really because, see, the inspector call, okay, I'm the -- at the job sight right now, who they going -- who they going to call Tony or they going to call John Vadas? Who we want the inspector call?



Q: And who do you -- who did you want the inspector to call?

A: Either me or John Vadas.

Q: And why would it not have been a good idea for the inspector to call Anthony Paganelli?

A: Because he's not a -- he's not related with the job.

Q: At all, is he?

A: No.

(A. Dep. 200:17-201:12)

In fact, is undisputed that Safe Environmental did none of the following with respect to the Site:

1. Execute a written or verbal contract with Asbestek, Amaya or Vadas for services;
2. Execute a written or verbal contract with Nationwide for services;
3. Provide laborers;<sup>4</sup>
4. Pay or agree to pay Mr. Amaya or Mr. Vadas for any service;
5. Pay or agree to pay any laborer for work done;
6. Provide equipment; or
7. Provide paychecks.

Mr. Amaya knew about purchasing insurance for abatement projects and in fact testified that he had Nationwide added to his insurance certificate (A. Dep. 218:9-15). He testified that he never obtained insurance for Safe Environmental because Safe environmental had nothing to do with the abatement project as far as work:

Q: So who do you name as additional insured in your policy which company?

A: Nationwide [sic] Demolition

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Q: Okay, where on that certificate did you identify Safe Environment?

A: Nowhere.

Q: Okay. Why not?

A: Just -- I didn't do any work for Safe Environmental.

Q: So Safe Environmental had nothing to do with Cleveland Trencher, did it?

A: As far as work, no.

Q: Well, as far as what?

A: Just the license notification.

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Q: So other than the license which you claim to have received from Paganelli in a two-minute call and you're not sure if he truly understood you--

A: Yes.

Q: -- what responsibility did Safe Environment have at Cleveland Trencher

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<sup>4</sup> Tomas Amaya tried to connect the laborers he hired at low wage (V. Dep. 215:4-12; 216:19-24) with Safe Environmental simply because they worked for Safe Environmental in the past. (A. Dep. 123:21-124:2). He ultimately admitted that he was able to obtain laborers who formerly worked at Safe Environmental but were out of work at the time he employed them for the Cleveland Trencher job and therefore their labor at the Site was unrelated to any work by or through Safe Environmental (A. Dep. 124:7-125:14). Mr. Amaya admitted that he had no authority from Safe Environmental to use Safe Environmental laborers (A. Dep. 206: 14-17): "The workers did not belong to Safe [Environmental]" (A. Dep. 170:8-13, 170:19-22).

A: They have never been there. They never do any work over there (A. Dep. 216:7 - 217:18).

Finally, Mr. Amaya testified repeatedly that it is possible that Safe Environmental did not authorize him or Asbestek to use the license because either Mr. Paganelli did not hear his request or did not understand his request. Mr. Paganelli denies that Mr. Amaya ever made such a request to him and has testified that the process for use of Safe Environmental's License requires compliance with a number of requirements absent from Mr. Amaya's and Mr. Vadas' mere "use" of the License.

Absent any other evidence of connection, which there is none, Safe Environmental cannot be considered to be responsible or liable party and should be released by the Agency.

#### **IV. VADAS AND AMAYA FRAUDULENTLY USED SAFE ENVIRONMENTAL'S LICENSE**

Evidence surrounding the testimony of Mr. Vadas and Mr. Amaya substantially establishes that they fraudulently used Safe Environmental's License. Proof of the fraud is demonstrated because: (1) Mr. Vadas' description of the timing of obtaining the License is wholly inconsistent from Mr. Amaya's; (2) the Notification Forms submitted to the State of Ohio contained Mr. Vadas' name instead of Mr. Paganelli's when Mr. Vadas knew that Mr. Paganelli's name would have been proper; (3) Mr. Amaya and Mr. Vadas fraudulently used Carlos Bonilla Asbestos Supervisor Specialist License without his authority and Mr. Amaya and Mr. Vadas falsely submitted Mr. Bonilla as the Abatement Supervisor to the government when they knew Mr. Bonilla had no connection to the Site whatsoever; (4) Mr. Vadas engaged in telecommunications fraud by alternating his fax letterhead depending upon the recipient of his documents; (5) Mr. Vadas went so far as to create a phony Safe Environmental return envelope to falsely give the State of Ohio the appearance that the Notification that he was submitting was actually coming from Safe Environmental; (6) Mr. Vadas obtained a bank check and fraudulently identified the remitter as Safe Environmental to bolster support of the false information being submitted to ODH; and (8) Mr. Vadas forged a Notification Form just days before the second part of his deposition in a failed attempt to justify his actions in 2007.

##### **A. Testimony Regarding "Use" of License Is Wholly Inconsistent**

Mr. Vadas' version of events surrounding the License is completely different than Mr. Amaya's. First, he claims that he and Mr. Amaya, together, called Mr. Collins together at their very first meeting and confirmed that neither Asbestek nor Nationwide Demolition had an Ohio License (V. Dep. 121:18-21). He and Mr. Amaya discussed the need for a License for Asbestek as an immediate priority (V. Dep. 132:1-7). Consequently, Mr. Vadas began downloading and filling out forms for the License application and mentioned to Mr. Amaya that there may be a delay in getting the job started due to the time it takes to get a license (V. Dep. 132:1-7; 133:1-3). He claims that at that point, Mr. Amaya stated, "Don't worry about it. I can get Tony Paganelli's license if we need to" (V. Dep. 132:20-24). Yet Mr. Vadas admitted that both he and Mr. Amaya were aware that Mr. Paganelli had no idea about the job they were discussing at this first

meeting (V. Dep. 126:9-10). Mr. Vadas testified that he prepared the application for the License which he gave, along with a prepared certified envelope, to Mr. Amaya for mailing (V. Dep. 166:18-23; 186:23). Mr. Vadas never inquired of Mr. Amaya whether or not the License application was in fact submitted to the State of Ohio (V. Dep. 130:19 – 131:4). Because Mr. Amaya and Mr. Vadas knew that the License was the single most critical part of the contract and because their entire ability to perform rested on it, their totally inconsistent versions of when, how, and why Safe Environmental's License was obtained can only be construed as attempts to cover up fraud.

**B. Ohio Department Of Health Notification Forms Were Purposely Executed Improperly to Avoid Alerting the Ohio Department of Health of the Forged Use of the License.**

Mr. Vadas testified that he was in charge of preparing Notification Forms for the Contract. The first Notification submitted by Mr. Vadas was postmarked on August 31, 2007, and received by the Ohio Department of Health on September 4, 2007 (Ex. 6). Mr. Vadas identified the Abatement Contractor as "Safe 'Environment' Corporation of Indiana," with Safe Environmental's License Number "AC1922" and Safe Environmental's correct address but listed Safe Environmental contact person as himself, "John P. Vadas" and Safe Environmental's contact number as Mr. Vadas' cell phone number of (219) 808-1882. Mr. Vadas did this to purposely provide false information to ODH as evidenced by the following.

**1. ODH, but Not EPA, Was Notified about Safe Environmental**

In a filing with the Ohio EPA in the EPA Notification also prepared on August 31, 2007, Mr. Vadas identified the abatement contractor not as Safe Environmental, but as "Asbestek Incorporated" with the License Number as "Pending in Ohio." (Ex. 7, §V). This form was faxed to the Ohio EPA: (1) after both Mr. Vadas and Mr. Amaya alleged that they had already received permission to use Safe Environmental's License long before the Cleveland Trencher contract was executed (V. Dep. 207:11-15); (2) on the same day that Mr. Amaya provided Mr. Vadas by facsimile a copy of Safe Environmental's License (Ex. 8),<sup>5</sup> and (3) mere seconds after Mr. Vadas informed Nationwide that Asbestek would be "using" Safe Environmental's License. When Mr. Vadas was questioned about this discrepancy, he gave a host of incongruous answers including statements: (1) that the Ohio EPA is "only concerned about waste stream" (V. Dep. 318:10-18); (2) that he was waiting on Mr. Amaya's Ohio License application (V. Dep. 319:7-8); (3) that he was tired because he did stuff late at night (V. Dep. 267:22-268-1); (4) that he "gave as much information as he could if anybody had asked a goddamn question" (V. Dep. 267:12-14); and that he kept in contact with the Ohio EPA (V. Dep. 266:2). Yet, Mr. Vadas would provide no logical reason for why he failed to notify the Ohio EPA that Safe Environmental was the contractor when he vehemently maintained he did so to ODH. The only logical explanation is that the fraud could only be committed with respect to ODH (so that the Notification would pass inspection) while the Ohio EPA would likely be present at the abatement and could not be

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<sup>5</sup> Mr. Vadas lied under oath when he indicated that Mr. Amaya handed him the license in person (V. Dep. 206:12-24), when in fact the License was sent by facsimile from Tomas Amaya on August 31, 2010 at 3:43 p.m. (Ex. 8, page 3) and provided the means by which Mr. Vadas could commence perpetration of fraud since no prior written or verbal indication of Safe Environmental's license appears before this critical date.

alerted about Safe Environmental's absence at the Site if they would be listed on the EPA Notification.

Mr. Amaya faxed Mr. Vadas three documents on August 31, 2007 at ca. 3:43 p.m. to Mr. Vadas (Ex. 8): (1) Carlos Bonilla's Supervisor Refresher Certificate, (2) Mr. Bonilla's Specialist License and (3) Safe Environmental's License. Of note, Safe Environmental never sent facsimiles to Tomas Amaya (A. Dep. 206:20-21) and so all facsimiles were being sent either by Mr. Vadas or Mr. Amaya. Although Mr. Vadas tried to shift blame for these facsimiles to Nationwide owners Mike and Molly Collins (V. Dep. 201:13-24) he ultimately admitted that this was not true, that he in fact received all documentation regarding the License from Mr. Amaya (V. Dep. 205:24-206:22).

## **2. Mr. Vadas Initially Identified Safe Environmental's Contact Information but Then Took Steps to Conceal It in the Filing.**

Mr. Vadas initially prepared a Notification Form identical to the one submitted and dated August 31, 2007, except that the first draft contained the contact person as "Anthony Paganelli" with Safe Environmental's proper phone number and erroneously identified the "Name of person filing this notice" as "Anthony Paganelli." (Ex. 9). This form was not submitted in favor of the fraudulent Notification Form filed and received by the Ohio Department of Health (Ex. 6). A careful inspection of both of Exs. 9 and 6 (respectively) will clearly reveal that these are the exact same documents with the identically executed entries, except that the contact information for Safe Environmental and the "Name of the person filing the form" was changed from Anthony Paganelli on Ex. 9 to John Vadas on Ex. 6 prior to submission. This was done because Mr. Vadas knew the license was not authorized and sought to conceal contact information from ODH.

At his deposition, Mr. Vadas initially admitted that he prepared the Notification forms for the Cleveland Trencher project:

Q. Have -- had -- have you ever filled out a ten-day notification?

A. Yes.

Q. And when did you do that?

A. I did that for Tomas on the project in Cleveland in Euclid.

(V. Dep. 96:7-12)

Yet, when he was confronted with the Ex. 9, which he prepared immediately before changing the contact information to avoid detection in the Ex. 6, the Notification actually filed, he denied that he prepared either of them.

Q: Take a moment to look at [Ex. 9], please. Okay. Have you had a chance to look at that?

A. Yes.

Q. That's the ten-day notification form, right?

A. Yes.

Q. Okay. Did you fill that out?

- A. I remember getting a lot of this information, yes.  
Q. Who typed that form up?  
A. I don't know. I didn't.  
Q. You did not type that form up?  
A. Nope.  
Q. We had testimony from Tomas Amaya that he didn't type it up. He said that you must have. Would that be true?  
A: No. I use Word or I use Adobe PDF. This is typed in. I don't have a typewriter.  
Q. So you have no idea who typed that up?  
A. No.  
Q. And it was not you?  
A. No, it was not me.

Mr. Vadas then admitted, albeit reluctantly, that he is the person who prepared Ex. 6, which is typed, and then subsequently admitted to typing his forms:

- Q: I want to hand you [Ex. 6], have you take a look at that. Let me know when you're finished with that. Do you recognize that document?  
A. I recognize the information on the document.  
Q. Okay. This is an -- a prior notification, this is a ten-day form, correct?  
A. Yes.  
Q. It's similar to [Ex. 9] but it differs in terms of the information, correct?  
A. Yes.  
Q. Did you fill out this form in [Ex. 6]?  
A. The one I'm looking at right now?  
Q. Yes.

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- Q. Did you fill that out?  
A. No, but it looks like I faxed it.  
Q. Well, let's -- let's focus on the form itself.  
A. Okay.  
Q. Okay. Who filled that form out?  
A. Again, it's typed so I -- I don't -- don't know if my -- can I use -- just look at this one again?  
Q. Sure can.  
A. The font is even different.  
Q. Do you know who filled out [Ex. 6]?

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- A: 8-31-2007. This was faxed to myself. I don't know.  
Q Is it fair to say that you -- you're very interested in the fax information at the top of this page? You've mentioned it twice. Are you interested in studying that, you want to look at that for a bit and think or are you able to answer questions about the document itself without focusing on that fax information?  
A. That fax is driving me crazy. I'm trying to figure out who I faxed this too.  
Q. Well, can you not do that for a moment and just answer questions about the form itself and then -- then I'll let you look at that and you can think about the fax?

A. Sure.

Q. Okay. Who filled out this form?

A: Well, I put most of the information that I received from various people on this form.

Q. Did you fill that form out?

A. Person -- yes, but I don't remember typing it in. I remember doing it by hand. And then -- I don't remember typing -- I don't have the capability to type it.

Q. What does that mean, you don't have a typewriter?

A. No, I don't.

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Q: So I'll ask you again, did you fill this form out?

A. No.

Q. Who did?

A. I don't know. It could have been -- I don't want to speculate because I don't know.

Q. Okay. Well, could it have been you?

A. Could have been, sure.

(V. Dep. 204:1-231:13)

And, amidst questioning about facsimiles he was sending on August 31 to both Mr. Amaya and the Ohio EPA, he made a full admission that he prepared Ex. 6:

Q: So you did make this form; is that correct, [Ex. 6]?

A: Well, it looks like you got it, Counselor.

Q. And you put in your name as the representative for Safe Environment; isn't that correct?

A. I put in my name as contact. I didn't know I can put contact -- I didn't know I had to put Tony's name.

(V. Dep. 274: 16-21.)

And yet Mr. Vadas did know that he had to put in "Tony's" name because he prepared Ex. 9 first with Mr. Paganelli's name and then changed it to conceal the contact information.

Mr. Vadas then testified that he did prepare all Notification forms on behalf of Asbestek and submit them to ODH and also prepared forms that were typed (V. Dep. 322:24-323:7). He admitted preparing and filing the original as well as all revisions (V. Dep. 327:7-17; 329:5-20). In fact, at his second deposition, he testified definitively that he filled out, typed and submitted Ex. 6 but that he realized it was a "mistake" (V. Dep. 326:14-327:9).

### **C. Mr. Vadas Recently Attempted to Introduce a New Fraudulent Document to Cover His Actions from Three Years Ago**

Mr. Vadas brought a forged document to his deposition and one never received by ODH (Ex. 10) that he testified was submitted by him and received and documented by ODH. Because at his first deposition he had been confronted with and was unable to logically explain discrepancies between Exs. 6 and 9 without admitting fraud, Mr. Vadas sought to improve his

credibility by bringing to his deposition a first revision<sup>6</sup> of the original Notification Form dated September 17, 2007, that he claimed he submitted to and was received by the Ohio Department of Health that “properly” identified Anthony Paganelli as the contact person for Safe Environmental. He did this by typing information in the office receipt section labeled “Do Not Write in This Space” so that the document appeared to have been received by ODH. In fact, Mr. Vadas used the receipt label from his original August 31 date “00807547” which he apparently did not know identified ODH receipt stamp “807547 SEP -4 07” marked on the envelope of the original Notification envelope he mailed to ODH (Ex. 11) on August 31, 2007. This number, which is written but not typed, by a department official, documents the mailing receipt for the original Notification only and is not used in subsequent revision Notifications.

Additionally, Ex. 10 is phony in its entirety because it is not the proper Notification Form “HEA 5121 (Rev. 8/03)” but one that Mr. Vadas, or an expert on his behalf, created. By illustration, the actual Form “HEA 5121 (Rev. 8/03)” (Ex. 12) and identified in ODH’s “Asbestos Program Update,” page 2 (Ex. 13)<sup>7</sup> contains the following differences from Ex. 10:

1. a “by” (as in “received by”) section for official receipt as opposed to Mr. Vadas’ “receipt” box at the top of the page;
2. a larger title;
3. a larger font for Questions 1-5;
4. smaller check boxes for questions 4, 5 and 10;
5. no individual check boxes for question 12;
6. a space between “sixty-five dollars” and the numeric figure “(\$65.00)” in question 2;
7. four, not three, revision spaces in Question 4;
8. non-capitalized selections for questions 4, 5 and 10;
9. no space on either side of the dash in Questions 9 and 13;
10. “specific” in italics in Question 9;
11. no use of a colon in Questions 11 and 12;
12. “acm work only” on the same line as “completion” in Question 12; and
13. small capital letters for the instructions “DO NOT WRITE IN THIS SPACE.” for the receipt information.

#### **D. Mr. Vadas Submitted Multiple, Revised and Fraudulent Notifications Prior to Any Work Being Performed at the Site**

Ironically, Mr. Vadas did submit a revision Notification on September 17, 2007, but he used the proper form, hand wrote it, faxed it on September 17, 2007 and listed “John Vadas” as the contact person for Safe Environmental Corporation of Indiana (Ex. 14) just as he fraudulently did on the original, which was received by ODH and documented with a handwritten postmarked date, contained a handwritten notification number, contained the original stamp number “00807547” hand written, and contained signed initials by a department official (see Ex. 6).

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<sup>6</sup> As indicated in the Procedural History, ODH accepts and expects to receive revision Notification when data for a project changes.

<sup>7</sup> Mr. Josh Koch of ODH Asbestos Division indicated that the identical Form HEA 5121 has been in use and unchanged since August 2003.

Ex. 14 was, in actuality, the second revision Notification submitted by Mr. Vadas to ODH. The first revision (Ex. 15), prepared and faxed by Mr. Vadas and received by ODH on September 12, like its predecessor, the original Notification (Ex. 6), and successor, the second revision Notification (Ex. 14), also fraudulently contained John Vadas as the contact person for Safe Environmental. Not until the third revision of September 21 (Ex. 16), did Mr. Vadas finally identify the contact person as Anthony Paganelli. This was done presumably because it coincided with massive problems and potential violations that began to arise as a result of improper asbestos abatement and Mr. Vadas' realization that he was managing a project without a valid license. Mr. Vadas' frustration with the poor quality of work by Amaya and his crew and the increasingly difficult situation is apparent in his deposition testimony:

I had no contract with Asbestek. I had no paycheck from Asbestek. I was never paid. I had nothing but grief with Asbestek, okay? It was a bad decision to even consider going into business with them. I made a mistake. (V. Dep. 268:13-17)

In both the third revision (Ex. 16) and fourth and final revision, (Ex. 17) when Mr. Vadas changed the contact person to Anthony Paganelli, he continued his concealing actions. In Ex. 16, he indicated to ODH that the purpose of filing the revision was to list the Specialist as Tomas Amaya<sup>8</sup> and to update the abatement dates as seen in "revised line(s) number" 8 and 12. This was done even though Mr. Amaya never applied for and never received his Asbestos Abatement Specialist License in Ohio until 2008. Mr. Amaya fraudulently used Specialist AS29843 that was issued to Valor Technologies, Inc. of Bolingbrook, IL ("Valor") on September 13, 2007 (Ex. 18). Mr. Amaya testified in his deposition that the Specialist License was obtained only for his work at the Site. Yet he obtained this license from Valor in the same manner that he obtained and deceptively used Safe Environmental's License and Mr. Bonilla's Specialist License:

Q: So you just needed a supervisor's license in Ohio?

A. Yes.

Q. Did you take steps to get that supervisor license?

A. Yes. I did have my supervisor license there.

Q. You had it in Ohio?

A. Yes.

Q. When did you get that?

A. Almost in the same time, this process.

Q. Was that a coincidence or something that you --

A. No. No. I did it for that -- for that job.

Q. Okay. So you applied for your supervisor's license in Ohio, correct?

A. Yes.

Q. Did you receive that license?

A. Yes.

Q. Did you receive that license prior to working at Cleveland Trencher?

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<sup>8</sup> The original and first and second revisions identified the Abatement Specialist as Carlos Bonilla, who both Mr. Vadas and Mr. Amaya knew was not involved in the Site and had not authorized the use of his license. As further evidence of fraud, this is discussed below. Mr. Vadas and Mr. Amaya knew that as problems arose, ODH would become aware not only of the fraudulent use of Safe Environmental's License but also of the identification of Carlos Bonilla as the specialist.



A. Yes.  
(A. Dep. 79:20-80:18)

Mr. Amaya's claim that he (1) obtained the Ohio Specialist License *only* for the Site and *prior* to the performance of the Contract are both false. In fact he never had a license prior to commencement of the project and the license he did authorize Mr. Vadas to use in the Notification was not his, but instead belonged to Valor. Mr. Amaya did not receive his Ohio Specialist license until September 11, 2008 (Ex. 19). Most importantly, although Mr. Vadas was extremely aware that he now *also* changed the License information to Safe Environmental's correct contact information, he purposely did not indicate this critical information in the revision because he did not want to alert ODH authorities of this change.

Of particular note, when Mr. Vadas filed the third revision, (Ex. 16) he represented to ODH that abatement would take place from September 22 through September 26 (i.e., the abatement project would take five days to complete). However, when he filed the fourth revision (Ex. 17) on September 25, 2007 he indicated that the project was completed two days earlier on September 23 (i.e., the entire project took only two days to complete).<sup>9</sup> He made this change on September 25 because on this same date, ODH officials arrived on Site and began taking samples in order to monitor the abatement project (Ex. 20). Mr. Vadas was aware of the significant problems that would ensue and therefore abruptly submitted the final revision to indicate that the project was complete in order to shift any violation blame upon Safe Environmental. In fact, Mr. Vadas told ODH representative who arrived that the "contractor" involved in the Site was Safe "Environment" and the representative erroneously transcribed this information through Mr. Vadas (see Ex. 20). More importantly, Mr. Vadas failed to inform ODH representatives that the "contractor" was Asbestek, which would have been more consistent with his continued "claim" that Safe Environmental was only providing the License so that Asbestek could do the contracting.

**E. Amaya and Vadas Admitted Fraudulent Use of Carlos Bonilla's Supervisor License on the Same Notification Form that Fraudulently Identified Safe Environmental's License**

Mr. Amaya and Mr. Vadas' fraudulent use of Safe Environmental's License is illustrated in the parallel and identical action they took in their fraudulent use of Mr. Bonilla's Specialist License. In order to obtain approval from ODH, asbestos abatement contractors must identify an Ohio-licensed abatement Specialist. Purposeful misuse of Specialist information on the Notifications is further evidence that shows that Mr. Amaya and Mr. Vadas engaged in continued course of conduct of fraud. Mr. Amaya authorized Mr. Vadas to put Carlos Bonilla's name on the Notification Form that would be submitted to ODH. Mr. Amaya did this because he claims Mr. Bonilla gave him permission to use his supervisor's license (A. Dep. 194:12-13) but Mr. Amaya had no plans for Mr. Bonilla to be employed or present at the Site and admitted that Mr. Bonilla had absolutely no connection with the job (A. Dep. 194:12-22). Mr. Amaya testified that he was only putting his name down merely to deceive ODH (A. Dep. 195:10-196:10). Mr. Amaya claimed that he received permission from Mr. Bonilla to use his supervisor's license

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<sup>9</sup> Mr. Vadas represented to ODH in the original and first revisions that the project would take at least ten days to complete.

around the same time he received authorization from Mr. Paganelli (A. Dep. 182:17-183:3, A. Dep. 256:6-16). Mr. Amaya testified that he obtained a copy of Mr. Bonilla's license by telling Safe Environmental office manager "Chris" to get a copy ready for him (A. Dep. 258:10 - 12) and that "Chris" confirmed that Carlos authorized it (258:21-259:24).

Mr. Bonilla has sworn in his Affidavit (Ex. 21) that:

1. Mr. Amaya never asked him to participate, in any form, in asbestos abatement work in Ohio;
2. Mr. Amaya never asked him for the use of his Ohio Asbestos Abatement Specialist license for any job in the State of Ohio;
3. He never agreed to provide Tomas Amaya his Ohio Asbestos Abatement Specialist license for any job in the State of Ohio.
4. He never agreed to provide Tomas Amaya his "Asbestos Supervisor Refresher" accredited certificate; and
5. Any use of his license was without his permission.

Mr. Amaya knew that Mr. Bonilla had nothing to do with the Site and, because had Mr. Paganelli actually given him authority to use the License, admitted that he also would have provided him with a Specialist license (A. Dep. 181:8-19). Mr. Amaya admitted that Mr. Bonilla was never at the Site (A. Dep. 223:1-2) and that he only provided Mr. Bonilla's specialist to pass check at ODH (A. Dep. 265:15-28). In fact Mr. Amaya admitted that whether it was Mr. Bonilla as Specialist or Safe Environmental as the contractor, it did not matter if the person or entity had anything to do with the job but that it was just to satisfy a requirement (A. Dep. 265:19 - 266:21).

Mr. Amaya testified that the person listed as the Specialist on the Notification Form to ODH does not actually have to be the site supervisor (A. Dep. 192:20-21). In fact, according to Mr. Amaya, ODH does not "care" who is listed as the Specialist as long as the Notification lists a valid specialist (A. Dep. 193:1-15). Mr. Amaya testified:

Q: So, once again, you're saying that Carlos [Bonilla's] name should be [listed on the notification form]—

A: Yes.

Q: Because he gave you permission?

A: Yes.

Q: But it didn't matter that he had nothing to do with the Nationwide contract?

A: Nope.

Q: And it didn't matter that he was not going to be employed there?

A: No.

Q: And it didn't matter that he no connection to this project at all?

A: Nope.

Q: That you were just going to put his name down?

A: Yes.

Q: And that would be acceptable for Ohio Department of Health in order to approve your [notification]?

A: Yes.

(A. Dep. 194:9-195:9)

Mr. Amaya knew that Mr. Bonilla would have no relation to the Site and that use of his Specialist license was fraudulent (A. Dep. 318:11-16). Mr. Vadas was also immediately aware at his original meeting with Tomas Amaya that a Specialist was needed (V. Dep. 188:7-10). In fact, Mr. Vadas assisted Mr. Amaya in filling out an application for a specialist license for Mr. Amaya (V. Dep. 188:15-22). Yet he never inquired of Mr. Amaya about the status of Mr. Amaya's specialist license when Mr. Amaya told him to use Mr. Bonilla's license (V. Dep. 280:3-15). And Mr. Vadas changed the Specialist on the fourth revision Notification to identify the Specialist as Mr. Amaya when he knew Mr. Amaya was not so licensed. Mr. Vadas acknowledged that he identified Mr. Bonilla as the Specialist under the direction of Mr. Amaya (V. Dep. 232:6-17). Mr. Vadas never made any effort to clarify whether use of the Specialist license was valid (V. Dep. 232:19-20). Mr. Vadas knew that Mr. Bonilla's license was either being used without Mr. Bonilla's permission or that Mr. Bonilla was never going to be on site and therefore the Form to ODH was admittedly forged. This is evidenced by the fact that Mr. Vadas first testified that he believed Mr. Bonilla was on site (V. Dep. 233:12-17) but then that he knew he was not on site because "something came up where he was needed at another job." (V. Dep. 337:20-338:2). Mr. Vadas' use of Mr. Bonilla's license is commensurate with his use of Safe Environmental's License: he was fully aware that neither license was authorized and he chose to forge the information to the government only in order to make a profit under the Contract.

**F. Mr. Vadas Purposely and Skillfully Tailored His e-mail Communication with Nationwide and The EPA in Order to Fraudulently Convince Nationwide that Asbestek Was Licensed While Concealing the Same from the EPA.**

As project manager, Mr. Vadas sent various facsimile communications to different entities involved in the Cleveland Trencher project. In a facsimile dated August 15, 2007, to Nationwide, Mr. Vadas used a facsimile header and footer identifying "John Vadas," "Asbestek" and "JPV Services" but made no representation regarding Safe Environmental (Ex. 22). He indicates in the facsimile that he has "sent off a check today for the registration fee to do business in Ohio along with the application," presumably referring to Asbestek's attempt to obtain an Ohio License (A. Dep. 106:4-12). This license was never realized; Mr. Amaya blames that on Mr. Vadas' failure to actually submit it and due to pressure by Mike Collins (A. Dep. 106:24-9) while Mr. Vadas claims it was either denied or Mr. Amaya never sent it, but he never inquired further (V. Dep. 280:8-15).

In a facsimile dated August 16, 2007, also to Nationwide, Mr. Vadas used a facsimile header and footer identifying "John Vadas," "Asbestek" and "JPV Services" but made no representation regarding Safe Environmental (Ex. 23). In this facsimile, Mr. Vadas indicated he was putting together a packet to the state just to "C.Y.A."<sup>10</sup> and the State may want to see something."

In a facsimile dated August 23, 2007, also to Nationwide, Mr. Vadas used a facsimile header and footer identifying "John Vadas," "Asbestek" and "JPV Services" but made no

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<sup>10</sup> C.Y.A. is a slang term with the common meaning, "to cover your ass."

representation regarding Safe Environmental (Ex. 24). In this facsimile, Mr. Vadas states that he has just learned that a License is necessary. This, of course, is false, since Mr. Vadas had known this since his first meeting with Mr. Amaya if he had not known it for years. He blames this problem on officials at ODH but soothes Nationwide by indicating that Asbestek will be using Ohio workers and an Ohio Specialist and suggests that he will rely on this in the event of breach. He also indicates that despite this problem, "we will move on the friable A.S.A.P."

In a facsimile dated August 24, 2007, also to Nationwide, Mr. Vadas used a facsimile header and footer identifying "John Vadas," "Asbestek" and "JPV Services" but made no representation regarding Safe Environmental (Ex. 25). In this facsimile, he definitively stated that Asbestek may not have an Ohio License in time to begin friable asbestos removal and indicated that he and Mr. Amaya have a "business associate" who has an Ohio License and with whom Mr. Amaya has a very good relationship. He also reassures Mr. and Mrs. Collins that they "are still going to get our license for Ohio." Mr. Vadas knew that no Ohio License would ever be realized by Asbestek.

In a facsimile dated August 31, 2007, also to Nationwide Demolition, Mr. Vadas used a facsimile header and footer identifying "John Vadas," "Asbestek" and "JPV Services" but now added "Safe Environment"<sup>11</sup> in the header. In the footer, he added "Safe Environment" as a contact but listed his cell phone number after Safe Environmental's name (Ex. 26). Despite this new alleged alliance with Safe Environmental, Mr. Vadas still indicates concern by stating "we will play it by the book on the friable containment and glove bag work" and expresses concerns about Asbestek's ability to actually perform under the friable portion of the contract. He also advises that the dates he indicated [to the Ohio EPA] are not correct, but just that "I just have to put something that looks good to a regulator." He indicated that the friable asbestos will only take two or three days when he submitted to ODH and Ohio EPA that the project would take at least ten days.

Also in a facsimile dated August 31, 2007, but this time to the Ohio EPA, Mr. Vadas removed the Safe Environmental alliance and himself as "JPV" from both the header and the footer and only identified "Asbestek" (Ex. 27). This facsimile is for submission of the Ohio EPA Notification and Mr. Vadas knew that the Ohio EPA cannot be noticed of Safe Environmental as the contractor because he knew the Ohio EPA would likely be present at the Site. This facsimile was sent at 10:39 a.m.

Also at 10:39 am on August 31, 2007, Mr. Vadas sent a facsimile to Nationwide, this time including JPV services and definitively informing Mr. and Mrs. Collins that Asbestek will use "Safe Environment [sic] Corporation of Indiana Contractor's license" (Ex. 28). Ex. 28 provides a time stamp of the facsimile time on the top of the page. A more legible version of the facsimile's contents may be found at Ex. 29.

Mr. Amaya admitted that the reason for this was to avoid calling attention to the license issue with the EPA but to convince Nationwide that they had a legitimate license. (A. Dep. 249:1-250:4). Mr. Vadas described these discrepancies as follows: "It doesn't really matter. I

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<sup>11</sup> On all of his documentation, including Notifications, bank money orders, phony envelopes, and communications, Mr. Vadas erroneously refers to Save Environmental as "Safe Environment."

mean sometimes I forget to do things” (V. Dep. 260:10-11) and “Asbestek has nothing to do with Safe Environment” (V. Dep. 261:12-14). When questioned about his use of his cell phone number for the contact for Safe Environmental he testified, “Why would I [use Safe Environment’s phone number...Nationwide] has no business with Safe Environment” (V. Dep. 261:20 -262:2) and “these discrepancies are bullshit.” (V. Dep. 266:24)

These discrepancies can be explained only by the fact that Mr. Vadas sought to conceal from the EPA any connection to Safe Environmental. Mr. Vadas will not directly admit it, but Mr. Amaya has. When he was forced to bring up Safe Environmental to keep the contract with Nationwide, he used the company name but purposely withheld its correct contact information in favor of his own personal cell phone so that Nationwide would not contact Safe Environmental. Most telling of this effort is the two facsimiles on August 31, 2007, both sent at the exact same time of 10:39 a.m., on the same date that Mr. Vadas also filed the first Notification to ODH, wherein he took great effort to conceal what should have been a great alliance with Safe Environmental if it were true. If Mr. Vadas actually believed he had permission from Safe Environmental, he would have been eager to inform the EPA of an actual license rather than a “pending” license, just days before friable asbestos abatement was to begin.

#### **G. Mr. Vadas Purposely Obtained a Bank Check and Forged the Remitter as Safe Environmental in Furtherance of His Fraud**

Mr. Vadas obtained a bank money order from Harris Bank in Indiana on August 31, 2007, in the amount of sixty five dollars (\$65.00”) payable to the State of Ohio for submission with the Notification Form to ODH identified by serial number 097901223 (Ex. 30). He had the bank indicate the remitter as “Safe Environment Corp.” There is no requirement of the Notification that the licensed contractor must be the remitter. There is also no requirement that the fee be paid with a money order or bank check as Question 2 (Ex. 12) only requires that the fee be submitted by “check.” Ex. 30 accompanied the Notification form prepared and submitted by Mr. Vadas. This official money order was obtained in an attempt to legitimize the Safe Environmental License on the Form. Initially, Mr. Vadas denied any knowledge of the money order (Ex. 30) and testified that Mr. Amaya either wrote an Asbestek check or used a credit card in order to pay the fee. (V. Dep. 323:13-324:12). When he was confronted with Ex. 30, he again denied any knowledge of the bank check and indicated it must have been “remitted” by Mr. Paganelli (V. Dep. 350:15-24). Yet the Ohio Department of Health identifies Money Order No. 097901223 in the amount of \$65.00 as having been received along with the original Notification 00807547 that Mr. Vadas prepared and submitted to the Ohio Department of Health on August 31, 2007 (Ex. 31).

#### **H. Mr. Vadas Purposely Created a Phony Safe Environmental Envelope to the Ohio Department of Health in Furtherance of His Fraud**

Mr. Vadas submitted the Notification form to ODH indicating Safe Environmental as the holder of the License on August 31, 2007. He included with it the official bank money order drawn on Harris Bank and had the remitter identified as “Safe Environment Corp.” He submitted these documents to ODH in an envelope that he generated using “Safe Environment

Corporation of Indiana” as the return address (Ex. 11). He then sent these documents from a post office in Hammond, Indiana three miles from his house. Mr. Vadas testified that it was acceptable for him to generate the phony return envelope without permission from Safe Environmental (V. Dep. 481:24-482:21). Mr. Vadas actually generated the phony return envelope, along with the falsely remitted bank check, to bolster the information contained in the Notification Form because it was in fact, unauthorized. The exhaustive steps taken by Mr. Vadas to “authenticate” the License to ODH in conjunction with (1) his concealment of the same information to the EPA, (2) his concealment of the Safe Environmental contact information to Nationwide, and (3) his inexplicable failure to make any contact with Safe Environmental Officials is evidence that at a minimum, Mr. Vadas and Mr. Amaya were wholly aware that there was no authority to “use” the license.

### TIMELINE OF EVENTS

August 2003: ODH generated Notification Form HEA 5121 and continues to use this identical Form to the present.

June 14, 2007: City of Euclid Ohio issued a Violation Notice for the Site.

August 9, 2007: Affiliated Environmental Services prepared Asbestos Survey at the Site and estimate of asbestos abatement in the amount of \$102,450.00.

August 14, 2007: Nationwide entered into contract with Site owner to demolish the Building on the Site.

August 15, 2007: Mr. Vadas and Mr. Amaya met in Hammond, Indiana to discuss going into business together under Mr. Amaya’s newly formed entity, Asbestek. Mr. Vadas told Mr. Amaya that he has a business associate who might have work in Indiana and called Mr. Collins, president and owner of Nationwide. Mr. Collins said he had an Ohio job and faxed the information to Mr. Vadas. Mr. Amaya and Mr. Vadas talked about the need for an Ohio Contractor License and an Ohio Supervisor and both were fully aware of these requirements.

- Mr. Vadas claims that Mr. Amaya stated that they can use his friend “Tony’s” License if they need to. Nevertheless they prepared an Ohio application for License together.
- Mr. Amaya claims that Mr. Vadas stated that Nationwide had an Ohio Contractor License that they could use and that no application was prepared at this time.

August 15, 2007: Mr. Vadas sent a facsimile to Mr. Vadas acknowledging that Asbestek had now applied for its Ohio License.

August 16, 2007: Mr. Collins faxed Mr. Vadas the Affiliated Environmental estimate with the estimate figures redacted. They talked on the phone and Mr. Collins inquired as the whether Asbestek could “get the job done for \$50,000.” Mr. Vadas prepared and signed a contract with Nationwide for asbestos abatement for a fee of \$50,000 on behalf of Asbestek. He faxed the same to Mr. Collins, who signed it and faxed it back to Mr. Vadas.