



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

SEP 28 2017

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Michael Creeden
Chief Executive Officer
NorSouth Construction Company of Georgia, Inc.
25 Chatham Center South Drive, Suite 100
Savannah, Georgia 31405

Re: NorSouth Construction Company of Georgia, Inc. and
Acworth Recycling, LLC
Consent Agreement and Final Order
Docket No. CAA-04-2017-1753(b)

Dear Mr. Creeden:

Enclosed is a copy of the ratified Consent Agreement and Final Order (CAFO) in the above-referenced matter. The original CAFO has been filed with the Regional Hearing Clerk and served on the parties as directed in Section 22.6 of the Consolidated Rules of Practice, 40 C.F.R. Part 22.

Please refer to Section F of the CAFO for penalty information and payment requirements. To ensure proper processing, the Respondent's Name and Docket Number for this case, identified above and in the CAFO, should be noted on any cashier's or certified checks submitted in payment of the penalty.

Also, enclosed is a copy of a document entitled "Notice of Securities and Exchange Commission Registrants' Duty to Disclose Environmental Legal Proceedings." This document puts you on notice of your potential duty to disclose to the Securities and Exchange Commission any environmental enforcement actions taken by the U. S. Environmental Protection Agency. Where used in the document, "SEC" refers to the Securities and Exchange Commission.

Should you have any questions about this matter or your compliance status in the future, please contact Ms. Pamela McIlvaine of the EPA Region 4 staff at (404) 562-9197.

Sincerely,

A handwritten signature in blue ink that reads "Anthony G. Toney".

Anthony G. Toney
Chief
Chemical Safety and Enforcement Branch

Enclosures

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
BEFORE THE ADMINISTRATOR

USEPA REGION 4
OFFICE OF REGIONAL
COUNSEL

2017 SEP 28 AM 7:38

HEARING CLERK

In the Matter of:

NorSouth Construction Company of
Georgia, Inc.

and

Acworth Recycling, LLC

Respondents.

Docket No.
CAA-04-2017-1753(b)

CONSENT AGREEMENT

A. PRELIMINARY STATEMENT

1. This is an administrative penalty assessment proceeding brought under Section 113(d) of the Clean Air Act (the "Act"), 42 U.S.C. § 7413(d), and Sections 22.13 and 22.18 of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits ("Consolidated Rules of Practice"), as codified at 40 C.F.R. Part 22.
2. Complainant is the United States Environmental Protection Agency, Region 4 (the "EPA"). On the EPA's behalf, the Director of the Air, Pesticides and Toxics Management Division is delegated the authority to settle civil administrative penalty proceedings under Section 113(d) of the Act.
3. Respondents are NorSouth Construction Company of Georgia, Inc. ("NorSouth"), and Acworth Recycling, LLC ("Acworth"). Each Respondent is a "person" as defined in Section 302(e) of the Act, 42 U.S.C. § 7602(e).

4. Complainant and Respondents, having agreed that settlement of this action is in the public interest, consent to the entry of this consent agreement (“Consent Agreement” or “Agreement”) and the attached final order (“Final Order” or “Order”) without adjudication of any issues of law or fact herein, and Respondents agree to comply with the terms of this Consent Agreement and Final Order.

B. JURISDICTION

5. This Consent Agreement is entered into under Section 113(d) of the Act, as amended, 42 U.S.C. § 7413(d), and the Consolidated Rules of Practice, 40 C.F.R. Part 22.
6. The Regional Judicial Officer is authorized to ratify this Consent Agreement which memorializes a settlement between Complainant and Respondents. 40 C.F.R. § 22.4(b) and 22.18(b).
7. The issuance of this Consent Agreement and attached Final Order simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).

C. GOVERNING LAW

8. Pursuant to Section 112(l) of the CAA, the EPA delegated the Administrator’s authorities and responsibilities to implement and enforce emission standards and prevention requirements for asbestos under Section 112 of the CAA, 42 U.S.C. § 7412, to the State of Georgia. The State has adopted rules for asbestos that are at least or more stringent than EPA’s asbestos regulations located at 40 C.F.R. Part 61, Subpart M, promulgated pursuant to Section 112 of the CAA. As indicated in Section 112(l)(7) of the CAA, nothing in Section 112(l) of the CAA shall prohibit the Administrator from enforcing any applicable emission standard or requirement under Section 112 of the CAA.

9. Asbestos is a “hazardous air pollutant” as that term is defined in Section 112(a) of the CAA, 42 U.S.C. § 7412(a), and is the subject of regulations codified at 40 C.F.R. Part 61, Subpart M, “National Emission Standard for Asbestos,” promulgated pursuant to Section 112 of the CAA, 42 U.S.C. § 7412.
10. A “person” is defined in Section 302 of the CAA, 42 U.S.C. § 7602 as an individual, corporation, partnership, association, state, municipality, political subdivision of a state and any agency, department or instrumentality of the United States and any officer, agent or employee thereof.
11. A “facility” is defined in 40 C.F.R. § 61.141, in part, as any institutional, commercial, public, industrial or residential structure, installation or building (including any structure, installation or building containing condominiums or individual dwelling units operated as a residential cooperative, but excluding residential buildings having four or fewer dwelling units); any ship; and any active or inactive waste disposal site.
12. “Demolition” is defined in 40 C.F.R. § 61.141 as the wrecking or taking out of any load- supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.
13. “Renovation” is defined in 40 C.F.R. § 61.141 as altering a facility or one or more facility components in any way, including the stripping or removal of regulated asbestos-containing material from a facility component.
14. An “owner or operator of a demolition or renovation activity” is defined in 40 C.F.R. § 61.141 as any person who owns, leases, operates, controls or supervises the facility being demolished or renovated or any person who owns, leases, operates, controls or supervises the demolition or renovation operation or both.

15. Since the EPA has delegated the Administrator's authorities and responsibilities for asbestos under Section 112 of the CAA to the State of Georgia, owners or operators of demolition or renovation activity occurring in the State must notify the Georgia Department of Natural Resources, Georgia Environmental Protection Division (Georgia EPD), Lead-Based Paint and Asbestos Program of any such activity pursuant to 40 C.F.R. § 61.145(b).
16. Any person who violates Section 112 of the CAA may be assessed a penalty of up to \$25,000 for each such violation, in accordance with Section 113(d) of the CAA, 42 U.S.C. § 7413(d). Pursuant to the Adjustment of Civil Monetary Penalties for Inflation Rule, as amended through 2017 (40 C.F.R. Part 19), the Agency is required to review and make annual adjustments to penalties, as necessary for inflation. The maximum penalty for each violation occurring after November 2, 2015, is \$95,284. Each day a violation continues may constitute a separate violation.

D. STIPULATED FACTS

17. Respondent NorSouth is a corporation and Respondent Acworth is a limited liability company, therefore each Respondent meets the definition of a "person" as defined in Section 302 of the CAA, 42 U.S.C. § 7602.
18. The "demolition" occurred on or around October 4, 2016, at a business known as the Doll House (the "Facility"), formerly located at 2050 Cheshire Bridge Road in Atlanta, Georgia.
19. At the time of the Demolition, the building above-referenced in paragraph 18 was a commercial building which meets the definition of a "Facility."

20. At the time of the Demolition, NorSouth was the general contractor at the Facility, and Acworth was the subcontractor conducting the Demolition. The EPA, therefore, maintains that each Respondent meets the definition of an “owner or operator of a renovation or demolition activity.”
21. The EPA determined Respondents’ compliance through the review of information submitted by NorSouth on June 8, 2017, pursuant to Section 114 of the CAA. The EPA also obtained information from subsequent discussions and email correspondence with NorSouth and Acworth’s legal counsel.
22. The Respondents hired a consultant to conduct an asbestos inspection at the Facility on July 12, 2016. The sampling results indicated that there was no asbestos-containing material in the Facility.
23. Based on the investigation including the information referenced in paragraph 21, the EPA determined and asserts that the Respondents did not provide the State of Georgia with any written notice of intention to demolish the Facility.

E. ALLEGED VIOLATIONS OF LAW

24. Pursuant to Section 112 of the CAA and 40 C.F.R. § 61.145(b), the owner or operator of a renovation or demolition operation is required to provide the Administrator written notice of intent to demolish or renovate ten (10) working days prior to the renovation or demolition.
25. Based on the facts stipulated above in Section D, the EPA alleges that Respondents violated Section 112 of the CAA, 42 U.S.C. § 7412, and 40 C.F.R. § 61.145(b) by allegedly failing to provide the State of Georgia with written notice of the intention to demolish the Facility.

F. TERMS OF CONSENT AGREEMENT

26. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2),

Respondents:

- (a) admit that the EPA has jurisdiction over the subject matter alleged in this Agreement;
- (b) neither admit nor deny the factual allegations stated above;
- (c) consent to the assessment of a civil penalty as stated below with the understanding that the Respondents are jointly and severally liable for payment of the full civil penalty amount identified in paragraph 28;
- (d) consent to the assessment of a civil penalty as stated below;
- (e) consent to the conditions specified in this Agreement;
- (f) waive any right to contest the alleged violations of law set forth in Section E of this Consent Agreement;
- (g) waive their rights to appeal the Order accompanying this Agreement; and
- (h) certify that as of their execution of this Agreement, they are in compliance with all the relevant requirements of 40 C.F.R. Part 61 Subpart M.

27. For the purpose of this proceeding, Respondents:

- (a) agree that this Agreement may state a claim upon which relief may be granted against Respondents;
- (b) acknowledge that this Agreement constitutes an enforcement action for purposes of considering Respondents' compliance history in any subsequent enforcement actions;

- (c) waive any and all remedies, claims for relief and otherwise available rights to judicial or administrative review that Respondents may have with respect to any issue of fact or law set forth in this Order, including any right of judicial review under Section 307(b)(1) of the Clean Air Act, 42 U.S.C. § 7607(b)(1);
- (d) consent to personal jurisdiction in any action to enforce this Agreement or Order, or both, in the United States District Court for the Middle District of Georgia; and
- (e) waive any rights they may possess at law or in equity to challenge the authority of the EPA to bring a civil action in a United States District Court to compel compliance with this Agreement or Order, or both, and to seek an additional penalty for such noncompliance, and agree that federal law shall govern in any such civil action.

28. Penalty Payment. Respondents agree to:

- (a) Pay the civil penalty of **Three Thousand and NO/100 Dollars (\$3,000.00)** (“EPA Penalty”) within 30 calendar days of the Effective Date of this Agreement.
- (b) pay the EPA Penalty by forwarding a cashier’s check or certified check payable to the “Treasurer, United States of America,” or by electronic transfer to one of the addresses below. (The check shall reference on its face the name and the Docket Number of the CAFO (**In the Matter of NorSouth Construction Company of Georgia, Inc., and Acworth Recycling, Docket No. CAA-04-2017-1753(b)**):

For Payment via electronic transfer
Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727

SWIFT address = FRNYUS33
33 Liberty Street
New York, New York 10045
Beneficiary: "U.S. Environmental Protection Agency";

For payment sent via standard delivery
U.S. Environmental Protection Agency
Cincinnati Finance Center Box 979077
St. Louis, MO 63197-9000; or

For payment sent for signed receipt confirmation (FedEx, DSL, UPS,
USPS Certified)
U.S. Environmental Protection Agency
Cincinnati Finance Center Box 979077
1005 Convention Plaza
SL-MO-C2GL
St. Louis, MO 63101
Delivery Location Phone Number: 314-425-1819.

- (c) send proof of payment within 24 hours of payment of the EPA Penalty to
the following persons at the following addresses:

Pamela McIlvaine
U.S. EPA Region 4,
61 Forsyth Street, S.W.
Atlanta, Georgia 30303
mcilvaine.pam@epa.gov.

Regional Hearing Clerk
61 Forsyth Street, S.W.
U.S. EPA Region 4
Atlanta, Georgia 30303

"Proof of payment" means, as applicable, a copy of the check, confirmation of credit
card or debit card payment, confirmation of wire or automated clearinghouse transfer,

and any other information required to demonstrate that payment has been made according to the EPA requirements.

29. If Respondents fail to timely pay the penalty assessed under this Agreement, the EPA may
- (a) request the Attorney General to bring a civil action in an appropriate district court to recover: the amount assessed; interest at rates established pursuant to 26 U.S.C. § 6621(a)(2); the United States' enforcement expenses; and a ten percent quarterly nonpayment penalty, 42 U.S.C. § 7413(d)(5);
 - (b) refer the debt to a credit reporting agency or a collection agency, 42 U.S.C. § 7413(d)(5), 40 C.F.R. §§ 13.13, 13.14, and 13.33; or
 - (c) collect the debt by administrative offset (i.e., the withholding of money payable by the United States to, or held by the United States for, a person to satisfy the debt the person owes the Government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, 40 C.F.R. Part 13, Subparts C and H; and
 - (d) suspend or revoke Respondents' licenses or other privileges, or (ii) suspend or disqualify Respondents from doing business with the EPA or engaging in programs the EPA sponsors or funds, 40 C.F.R. § 13.17.
30. The provisions of this Agreement shall apply to and be binding upon Respondents and their officers, directors, employees, agents, trustees, servants, authorized representatives, successors, and assigns.

31. By signing this Agreement, Respondents acknowledge that this Agreement and Order will be available to the public and agree that this Agreement does not contain any confidential business information or personally identifiable information.
32. By signing this Agreement, the undersigned representative of Complainant and the undersigned representatives of Respondents each certify that he or she is fully authorized to execute and enter into the terms and conditions of this Agreement and has the legal capacity to bind the party he or she represents to this Agreement.
33. By signing this Agreement, Respondents certify that the information they have supplied concerning this matter was at the time of submission true, accurate, and complete for each such submission, response, and statement. Respondents acknowledge that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information under 18 U.S.C. § 1001.
34. Except as qualified by Paragraph 29, each party shall bear its own attorney's fees, costs and disbursements in this proceeding.

G. EFFECT OF CONSENT AGREEMENT AND ATTACHED FINAL ORDER

35. In accordance with 40 C.F.R. § 22.18(c), completion of the terms of this Consent Agreement and Final Order resolves Respondents' alleged liability for federal civil penalties for the violations and facts specifically alleged above.
36. Penalties paid pursuant to this Agreement shall not be deductible for purposes of federal taxes.

37. This Agreement constitutes the entire agreement and understanding of the parties and supersedes any prior agreements or understandings, whether written or oral, among the parties with respect to the subject matter hereof.
38. The terms, conditions, and compliance requirements of this Agreement may not be modified or amended except upon the written agreement of all parties, and approval of the Regional Judicial Officer.
39. Any violation of this Order may result in a civil judicial action for an injunction or civil penalties of up to \$95,284 per day per violation, or both, as provided in Section 113(b)(2) of the Act, 42 U.S.C. § 7413(b)(2) and the Civil Monetary Penalty Inflation Adjustment Rule of 2017, as well as criminal sanctions as provided in Section 113(c) of the Act, 42 U.S.C. § 7413(c). The EPA may use any information submitted under this Order in an administrative, civil judicial, or criminal action.
40. Nothing in this Agreement shall relieve Respondents of the duty to comply with all applicable provisions of the Act and other federal, state, or local laws or statutes, nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit.
41. Nothing herein shall be construed to limit the power of the EPA to undertake any action against Respondents or any person in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment.
42. The EPA reserves the right to revoke this Agreement and settlement penalty if and to the extent that the EPA finds, after signing this Agreement, that any information

provided by Respondents was materially false or materially inaccurate at the time such information was provided to the EPA, and the EPA reserves the right to assess and collect any and all civil penalties for any violation described herein. The EPA shall give Respondents notice of its intent to revoke, which shall not be effective until received by Respondents in writing.

H. EFFECTIVE DATE

43. Respondents and Complainant agree to issuance of the attached Final Order. Upon filing, the EPA will transmit a copy of the filed Consent Agreement to the Respondents. This Consent Agreement and attached Final Order shall become effective after execution of the Final Order by the Regional Judicial Officer, on the date of filing with the Hearing Clerk.

INTENTIONALLY LEFT BLANK

The foregoing Consent Agreement In the Matter of NorSouth Construction Company of Georgia, Inc. and Acworth Recycling, LLC, Docket No. CAA-04-2017-1753(b), is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:

NorSouth Construction Company of Georgia, Inc.

Michael J. Creedon Signature Date 9/21/17

Printed Name: Michael J. Creedon

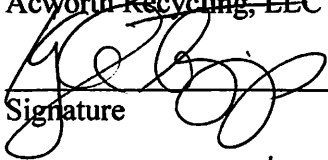
Title: CEO

Address: 25 Chatham Ctr S. Dr, Ste 100, Savannah, GA 31405

The foregoing Consent Agreement In the Matter of NorSouth Construction Company of Georgia, Inc. and Acworth Recycling, LLC, Docket No. CAA-04-2017-1753(b), is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:

~~Acworth Recycling, LLC~~

Signature  _____ Date 9/20/2017

Printed Name: Kyle Tripp

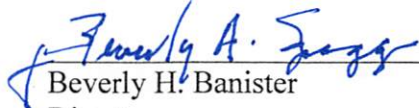
Title: Managing Member

Address: 3220 Moon Station Rd Kennesaw
GA 30144

The foregoing Consent Agreement In the Matter of NorSouth Construction Company of Georgia, Inc. and Acworth Recycling, LLC, Docket No. CAA-04-2017-1753(b), is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

9/22/2017
DATE



Beverly H. Banister
Director
Air, Pesticides and Toxics
Management Division

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
BEFORE THE ADMINISTRATOR

In the Matter of:

NorSouth Construction Company of Georgia,
Inc.

and

Acworth Recycling, LLC

Respondents.

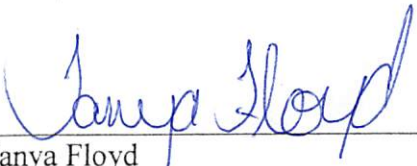
Docket No.
CAA-04-2017-1753(b)

Pursuant to 40 C.F.R. § 22.18(b) of the EPA's Consolidated Rules of Practice and Section 113(d) of the Clean Air Act, 42 U.S.C. § 7413(d), the attached Consent Agreement resolving this matter is incorporated by reference into this Final Order and is hereby ratified.

The Respondents are ORDERED to comply with all terms of the Consent Agreement, effective immediately.

So ordered.

September 27, 2017
DATE



Tanya Floyd
Regional Judicial Officer

CERTIFICATE OF SERVICE

I certify that the foregoing "Consent Agreement" and "Final Order," in the Matter of NorSouth Construction Company of Georgia,, Inc. and Acworth Recycling, LLC, Docket No. CAA-04-2017-1753(b), were filed and copies of the same were mailed to the parties as indicated below.

Via Certified Mail, Return Receipt Requested

Mr. Michael Kaplan
Kaplan, Bogue & Cooper, P.C.
5555 Glenridge Connector, Suite 200
Atlanta, Georgia 30342

Michael Creeden
NorSouth Construction Company of Georgia, Inc.
25 Chatham Center South Drive
Suite 100
Savannah, Georgia 31405

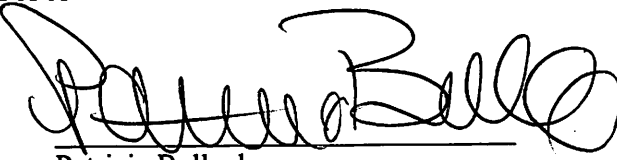
Via EPA's internal mail

Ms. Pamela McIlvaine
Lead and Asbestos Section
U.S. EPA Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303

Ms. Marlene Tucker
Office of Regional Counsel
U.S. EPA Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303

Mr. Bob Caplan
Office of Regional Counsel
U.S. EPA Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303

9-28-17
DATE



Patricia Bullock
Regional Hearing Clerk