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CLERK U.S. DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
AKRON

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

\_\_\_\_\_  
UNITED STATES OF AMERICA, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
AMERICAN ASBESTOS CONTROL )  
COMPANY )  
 )  
Defendant. )  
\_\_\_\_\_

Civil Action No. 4:99 CV 597  
Judge David D. Dowd, Jr.

**CONSENT DECREE**

**WHEREAS**, Plaintiff, the United States of America, on behalf of the Administrator of the Environmental Protection Agency ("U.S. EPA"), has filed a Complaint in this action, alleging that Defendant, American Asbestos Control Company ("AACC") violated the National Emission Standard for Hazardous Air Pollutants for asbestos (the "asbestos NESHAP"), 40 C.F.R. Part 61, Subpart M, and Section 112 of the Clean Air Act ("Act"), 42 U.S.C. § 7412; and,

**WHEREAS**, the United States and Defendant have agreed on terms to settle the allegations and claims made against Defendant in the Complaint; and,

**WHEREAS**, the United States and Defendant agree that settlement of all the aforesaid

claims without further litigation is in the public interest and that entry of this Consent Decree is the most appropriate means of resolving the United States' claims against Defendant; and,

**WHEREAS**, settlement and entry of this Decree does not constitute an admission of any allegation or claim made in the Complaint nor does it constitute an adjudication by the Court of any issue of fact or law alleged in the Complaint, but is intended to settle all the claims asserted by the United States against Defendant in this action on the terms set forth herein;

**NOW THEREFORE**, before taking any testimony, upon the pleadings, without trial of any issue of fact or law, and upon consent and agreement of the United States and Defendant, and the Court having considered the matter and being duly advised,

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

#### **I. JURISDICTION AND VENUE**

1. This Court has jurisdiction over the subject matter of this action pursuant to section 113(b) of the Act, 42 U.S.C. § 7413(b), and 28 U.S.C. §§ 1331, 1345, and 1355, and over the parties consenting to this Consent Decree. Venue is proper in this Court under section 113(b) of the Act, 42 U.S.C. § 7413(b), and 28 U.S.C. § 1391(b).

2. The Court has personal jurisdiction over the Defendant.

3. The Complaint states claims upon which relief can be granted against Defendant pursuant to Section 113(b) of the Act, 42 U.S.C. § 7413(b).

#### **II. DEFENDANT**

4. Defendant, American Asbestos Control Company is a Pennsylvania corporation doing business in the State of Ohio.

### **III. DEFINITIONS**

5. "Defendant" shall mean American Asbestos Control Company, located at 60 Progress Avenue, Cranberry, Pennsylvania, 16066-3512.

6. "Plaintiff" shall mean the United States of America on behalf of the United States Environmental Protection Agency.

7. "Demolition or Renovation Activity" and "Demolition or Renovation Operation" mean all activity involved in a demolition or renovation as defined in 40 C.F.R. § 61.141, including disposal of waste material.

8. Except as otherwise set forth herein, terms used in this Decree which are defined at Sections 112(a) and 302(a) of the Act, 42 U.S.C. §§ 7412(a) and 7602(a), and at 40 C.F.R. §§ 61.02 and 61.141, shall have the meanings contained therein. References to the Act and the asbestos NESHAP regulations in this Decree shall also include any amendments thereto.

### **IV. APPLICATION AND SCOPE**

9. If any provision of this Decree is held to be invalid, illegal or unenforceable, the remaining provisions shall not in any way be affected or impaired thereby.

10. The undersigned representatives of each party to this Decree certifies that he or she is fully authorized by the party whom he or she represents to enter into the terms and conditions of this Decree, and to execute and legally bind that party to it.

11. The provisions of this Consent Decree apply to and are binding upon AACC, as well as its officers, directors, employees, agents, successors and assigns and all persons, firms and corporations who are, or will be acting, on behalf of, in concert with or in participation with AACC in any acts governed by the terms of this Decree.

renovation or demolition work at any facility, as provided for in paragraph 30.

**Notices.**

19. AACC shall supply EPA at the addresses specified in Paragraph 56 with a copy of each original and amended notice required by 40 C.F.R. § 61.145, including any planned renovation notices under Section 61.145(b)(3)(ii), within the times specified for delivery of such notices in 40 C.F.R. § 61.145. Such notices shall be signed by an AACC representative with knowledge and oversight responsibility for such activity. All such notices shall incorporate applicable information obtained through the inspections performed pursuant to Paragraphs 16 and 17. Inspection reports do not need to be attached to the notices, unless otherwise requested by U.S. EPA.

20. Each notice submitted pursuant to 40 C.F.R. § 61.145 shall accurately reflect actual operations and activities at the work site, including the asbestos removal techniques employed. If the notice does not accurately reflect actual operations at the work site, i.e., if the amount of asbestos affected as stated in the original notice changes by at least 20% as set forth in 40 C.F.R. § 61.145(b)(1)(2), AACC shall submit an amended notice on the following business day that accurately reflects the actual operations at the work site.

**Asbestos Emission Controls.**

21. AACC shall ensure that all renovation or demolition activities subject to the NESHAP are performed in accordance with the NESHAP and with the information submitted on the notices required by the NESHAP.

22. When AACC performs a renovation or demolition activity that does not comply with the NESHAP, AACC shall advise EPA of the non-compliance within forty-eight hours.

However, if AACC learns of the non-compliance on a Friday, it shall advise EPA on the next business day. Such notification shall describe the activity; the specific location where it is occurring; the amount of ACM involved in the activity; and a description of the non-compliance, its duration, and how it was resolved.

**Unexpected ACM or Material Suspected to Contain ACM.**

23. During any renovation or demolition activity, if unexpected ACM or material suspected to contain ACM is discovered that is not otherwise covered by the information contained in the notice, AACC shall stop work immediately to ensure that the newly discovered material is not disturbed. If necessary to determine the type of ACM or whether the material is regulated asbestos containing material ("RACM"), AACC shall sample such material or obtain results of the samples of such material within no longer than twenty-four hours of its discovery. AACC can resume work when all applicable inspections, notices, and emissions controls are followed.

24. Immediately upon discovering that unexpected ACM or material suspected to contain ACM has been disturbed, all such disturbed material shall be wetted immediately (unless wetting would unavoidably damage equipment or present a safety hazard, in which case AACC shall immediately seek authorization under 40 C.F.R. § 61.145(c)(3)(i)(A)), be kept wet, and, if possible, covered with plastic sheeting until it is determined whether the material must be treated as RACM.

25. If the immediate stoppage of work would unavoidably result in damage to equipment or a safety hazard, AACC may continue work only for as long as necessary to avoid such damage or hazard. If AACC does not stop work immediately, it shall so advise EPA in

writing within five days of discovery of the unexpected or suspected ACM and describe: (a) the threatened damage to equipment or safety hazard that prevented immediate work stoppage; (b) the steps taken to eliminate the threat or hazard; and (c) the length of time work continued after the discovery before being stopped.

#### B. ASBESTOS PROGRAM MANAGER

26. No later than 60 days after the entry of this Decree, AACC shall designate, and identify for U.S. EPA and the regional air pollution control agency ("RAPCA"), at least one Asbestos Program Manager ("APM"). The APM shall have the following duties, responsibilities, and authorities:

a. To be familiar with all applicable federal, state and local laws and regulations governing notifications, scheduling, removal, handling, transporting, disposal, training, and record keeping requirements for asbestos abatement activities, as well as general practices and procedures for detecting asbestos, sampling for asbestos, controlling release of asbestos, worker protection, and equipment handling and decontamination procedures. The APM shall also be familiar with the information compiled pursuant to Paragraphs 16 and 17 above for each renovation or demolition project that AACC undertakes.

b. To successfully complete, and maintain current certification in, the U.S. EPA-approved training courses or annual refresher courses for the disciplines listed at 40 C.F.R. Part 763, Subpart E, Appendix C - Asbestos MAP, in the four categories of Contractor/Supervisor (which also allows one to perform as a Worker), Inspector, Management Planner, and Project Designer as required by the appropriate State and local agencies.

c. To verify that all employees working on demolition or renovation activities are in current compliance with all licensing, certification and training requirements imposed by Federal, State, and local laws and regulations by contacting Ohio EPA and the Ohio Department of Health and/or, if not working in Ohio, by contacting other State agencies authorized to approve asbestos training, and by accessing the National Asbestos Registry System (NARS).

d. Be familiar with all federal, state and local laws and regulations governing asbestos notification, removal, handling, transporting, disposal, and record keeping requirements as well as general practices and procedures for detecting and sampling asbestos, abating and/or encapsulating asbestos, and controlling asbestos fiber releases, including applicable worker protection and equipment decontamination procedures;

e. Ensure that U.S. EPA and all applicable state and local air pollution control agencies receive the asbestos-related notifications and reports required under all applicable laws and regulations and under this Decree;

f. Manage and coordinate all of AACC's internal activities relating to asbestos emissions control and compliance with applicable regulations.

g. Prior to commencing an asbestos demolition or renovation, the facility or the part of the facility being demolished or renovated, must be thoroughly inspected for the presence of Asbestos-Containing Material ("ACM"), taking into consideration the U.S. EPA guidance documents identified as Guidance for Controlling Asbestos-Containing Materials in Buildings (EPA 560/5-85-024 (June 1985)); Asbestos in Buildings: Simplified Sampling Scheme for Friable Surfacing Materials (EPA 560/5-85-030a (Oct. 1985)), and Guidelines for Asbestos NESHAP Demolition and Renovation inspection Procedures (Revised) (EPA 340/1/90-007 (Nov. 1990)), as well as Volume 55 of the Federal Register at pages 48409-10 (Nov. 20, 1990); provided, however, that if any of the foregoing guidance documents are superceded or revised during the duration of this Consent Decree, the superceded or revised guidance documents shall be considered;

h. Ensure that inspections conducted by AACC are conducted in accordance with the provisions of this Consent Decree and the Asbestos NESHAP;

i. As required by this consent decree, the APM shall ensure that any samples that are collected from the facility by, or at the request of AACC, to determine the presence of ACM, take into consideration the U.S. EPA guidance documents identified as Guidance for Controlling Asbestos-Containing Materials in Buildings (EPA 560/5-85-024 (June 1985)); Asbestos in Buildings: Simplified Sampling Scheme for Friable Surfacing Materials (EPA 560/5-85-030a (Oct. 1985)), and Guidelines for Asbestos NESHAP Demolition and Renovation inspection Procedures (Revised) (EPA 340/1/90-007 (Nov. 1990)), as well as Volume 55 of the Federal Register at pages 48409-10 (Nov. 20, 1990); provided, however, that if any of the foregoing guidance documents are superceded or revised during the duration of this Consent Decree, the superceded or revised guidance documents shall be considered. Any samples that are analyzed by, or at the request of AACC, shall be sent to an appropriately qualified laboratory that participates in a NVLAP or equivalent program.

j. Maintain all records dealing with asbestos removal and disposal required under applicable federal, state and local laws, including all records required under this Decree;

k. Ensure that On-Site Supervisors keep all daily logs required pursuant to Paragraph 31; review the logs; and incorporate the logs in a project file; and

l. Maintain at the site of demolition and/or renovation operations covered by this Decree, copies of the Asbestos NESHAP and other federal, state and/or local asbestos

regulations, written notifications to EPA and state and/or local air pollution control agencies, and written summaries of any survey(s) conducted to determine the presence of asbestos-containing material at the site.

27. The Asbestos Program Manager shall be given full authority to carry out his/her responsibilities, including the authority to stop work.

28. Within 60 days of entry of this consent decree, AACC shall designate a person to act as the primary liaison ("liaison designee") between AACC and U.S. EPA and all applicable state and local air pollution control agencies with respect to the activities and operations covered and the records required by this Decree. If the liaison designee leaves the employment of AACC or is otherwise unable to perform the duties required, AACC shall appoint a successor liaison designee. Within 10 days of designating a new liaison designee, AACC shall notify U.S. EPA and all applicable state and local air pollution control agencies of the identity of the newly-designated liaison designee.

C. ON-SITE SUPERVISOR

29. For each demolition and/or renovation operation, AACC shall not strip, remove, or otherwise handle asbestos-containing material unless an On-Site Supervisor trained in accordance with the provisions of the Asbestos NESHAP at 40 C.F.R. Part 763, Subpart E, Appendix C - Asbestos MAP, and the means of complying with them, is present at all times to witness the actual stripping, removal, disposal, or other handling of asbestos-containing material.

Any On-Site Supervisor shall:

(a) Supervise all asbestos stripping, removing, disposal and other handling of asbestos containing material as they occur at the site;

(b) Provide employees at the site who are stripping removing, disposing of, or otherwise handling asbestos-containing material with sufficient instruction and guidance on

asbestos stripping, removal, disposal, and other asbestos-handling procedures;

(c) Act as a primary contact on-site for any EPA, state or local asbestos inspectors who visit the site; and

(d) Correct immediately any violations of Asbestos NESHAP requirements that occur at the site, or if an immediate remedy is not available, stop all demolition and/or renovation activities until the violations are reported to an Asbestos Program Manager and are corrected.

30. For each day of a demolition or renovation operation, the On-Site Supervisor shall contemporaneously prepare a daily log identifying the locations of each work area at which he or she was required to be present, and the approximate duration of asbestos stripping, removal, disposal or other handling at each such work area.

31. AACC shall ensure that any of AACC's Asbestos Program Managers, On-Site Supervisors, and any other persons employed or retained by AACC to perform asbestos demolition or renovation operations are certified or licensed to do such work, as required by state or local law.

D. REQUIRED ASBESTOS TRAINING

32. AACC's Asbestos Program Managers and any other persons employed, retained or used by AACC to inspect and sample facilities for the presence of RACM shall have successfully completed a U.S. EPA approved training course for asbestos inspectors. On-site representatives shall have successfully completed a U.S. EPA approved training course for on-site supervisors. All individuals employed, retained, or used by AACC to perform asbestos stripping, removal, handling, clean-up, air monitoring, transportation and/or disposal activities shall have successfully completed a U.S. EPA or State approved training course for asbestos abatement workers and be certified or licensed to do such work, as required by State or local law.

33. U.S. EPA approved training providers and courses are those listed at *55 Fed. Reg.* 7202 (February 28, 1990) or in such subsequent lists as may, hereafter be provided by U.S. EPA.

## VI. PENALTY

34. AACC shall pay a civil penalty of fifty-thousand dollars (\$50,000) to the United States in the following manner: Within 30 days of the entry of this Consent Decree, AACC shall pay its first installment payment of \$25,000 to the United States. AACC shall make its second and final payment of \$25,000 six months after entry of this Consent Decree, in full satisfaction of the United States' civil claims against AACC for the violations alleged in the Complaint. Payments under this Decree are not tax deductible pursuant to Section 162(f) of the Internal Revenue Code, 26 U.S.C. § 26(f).

35. All payments shall be made by cashier's or certified check, in U.S. Dollars, made payable to "Treasurer, United States of America" bearing a notation as to the civil docket number of this action, and sent to:

Office of the United States Attorney for the Northern District of Ohio  
1800 Bank One Center  
600 Superior Avenue East  
Cleveland, Ohio 44114

Simultaneously with the making of any such payment, AACC shall submit copies of the cashier's or certified check and the payment transmittal letter, identifying this Decree and this Paragraph, to the following addresses:

Attn: Decree Tracker  
Air Enforcement Branch (AE-17J)  
Air and Radiation Division  
U.S. EPA, Region 5  
77 West Jackson Blvd.  
Chicago, IL 60604-3590

United States Department of Justice  
Environmental Enforcement Section  
Environment and Natural Resources Division  
P.O. Box 7611  
Ben Franklin Station  
Washington, D.C. 20044  
Attn: Frances M. Zizila

36. If AACC fails to timely pay its first and/or final installment payment in accordance with paragraph 34, Interest, at the statutory judgment interest rate provided for at 28 U.S.C. § 1961, shall begin to accrue on the unpaid balance of any amounts due, including any stipulated penalties.

#### **VII. STIPULATED PENALTIES**

37. In addition to any other legal remedy that is available to the United States, if AACC fails to comply with any provision of this Decree, the Defendant shall be liable to the United States for stipulated penalties of one-thousand five hundred dollars (\$1,500) for each day for each violation of this Decree.

38. Payment of stipulated penalties shall be paid within fifteen days (15) of a written demand by the Plaintiff for such penalties, in the manner set forth in Paragraph 35 of this Decree. Such payment shall be with interest at the statutory judgment rate provided for at 28 U.S.C. § 1961, if not made within the time specified.

39. The Plaintiff shall notify AACC in writing of any alleged violations of this Decree, together with its demand for stipulated penalties. Payment of such stipulated penalties shall be made in accordance with Paragraph 35 above, unless AACC requests a meeting with the Plaintiff to discuss such violations within ten days of its receipt of the notice. If the parties do

not resolve the dispute, the Plaintiff shall notify AACC, in writing, of its final determination that stipulated penalties are due. Within 20 days of receipt of this final determination, AACC shall pay the stipulated penalties, unless AACC initiates dispute resolution in accordance with Section X of this Consent Decree.

40. Stipulated penalties are not the Plaintiff's exclusive remedy for violation of any requirement of this Consent Decree, and Plaintiff expressly reserves the right to seek all other relief, monetary and injunctive, to which it is entitled.

### VIII. ACCESS

41. During the duration of this Decree, U.S. EPA and/or State or local air pollution control agency inspectors or representatives may enter on, through and about the site of any demolition and/or renovation operation subject to this Decree at reasonable times, to take such samples and photographs and to inspect and copy such records as may be necessary to determine compliance with the provisions of the Decree. This right of access is in addition to and is not a limitation on the rights of access afforded by any statute, regulation or other law. It shall not constitute a violation by AACC of the requirements of this Paragraph if any owner or operator of any premises in or on which AACC is conducting any asbestos renovation and/or demolition shall deny access to said premises to the U.S. EPA and/or state or local air pollution control agencies, for any reason whatsoever, whether or not said denial of access is in violation of applicable statutes and regulations, provided that AACC has exercised reasonable, good faith efforts to secure consent to access to the premises on behalf of U.S. EPA and/or state or local air pollution control agencies from any such owner or operator, and further provided that AACC does not deny, restrict, or interfere with access or any other actions permitted by this Consent

Decree or applicable statutes or regulations.

### **IX. FORCE MAJEURE**

42. “Force Majeure” for purpose of this Decree is defined as any event arising from causes beyond the control of AACC that delays or prevents the performance of any obligation under this Decree despite the Defendant’s best efforts to fulfill the obligation. The Requirements that AACC exercise “best efforts to fulfill the obligation” includes using best efforts to anticipate any potential “Force Majeure” event (1) as it is occurring and (2) following the potential “Force Majeure” event, such that the delay is minimized to the greatest extent practicable.

43. If any “Force Majeure” event occurs or has occurred that may delay the performance of any obligation under this Decree, AACC shall notify EPA orally within 10 days of when it first has knowledge that the event might cause a delay. Within five (5) days thereafter, AACC shall provide in writing to EPA an explanation and description of the reasons for the delay; the anticipated duration of the delay, a schedule for implementation of any measures to be taken to prevent or mitigate the delay or effect of the delay, AACC’s rationale for attributing such delay to a Force Majeure event if AACC intends to assert such a claim, and reasonably available documentation that the delay was attributable to a Force Majeure event.

44. If EPA agrees that the delay or anticipated delay is attributable to a Force Majeure event, the time for performance of the obligations under this Decree that are affected by the Force Majeure event shall be extended by EPA for such time as is necessary to complete those obligations and EPA shall notify AACC in writing of such extension of time. An extension of time for performance of the obligations affected by the Force Majeure event shall not, of itself, extend the time for performance of any other obligations. If EPA does not agree that the delay

or anticipated delay has been or will be caused by a Force Majeure event, EPA shall inform AACC in writing of its decision. If AACC disagrees with any decisions made by EPA pursuant to this Paragraph, the Defendant may initiate dispute resolution pursuant to Section X of this Consent Decree.

45. AACC's failure to take measures to minimize any delay or to timely comply with the notice provisions of this section shall constitute a waiver of AACC's rights to invoke the provisions of this section (Force Majeure).

#### **X. DISPUTE RESOLUTION**

46. If the parties are unable to agree upon any requirement or other matter described herein, or in the event a dispute should arise among the parties regarding the implementation of the requirements of this Decree, the parties shall attempt to resolve the dispute through negotiation for at least fifteen (15) calendar days. The period for negotiations may be extended by agreement of the parties to this Decree. If the dispute is not resolved, any Party may apply to the Court for assistance in resolving the dispute within thirty (30) days from the close of informal negotiations. Any application to the Court shall set forth the nature of the dispute and a proposal for resolution. The other Party shall have thirty (30) days to file a response. The legal standard applicable to any such dispute shall be the standard provided by applicable law.

47. The invocation of formal dispute resolution procedures under this Section shall not of itself extend or postpone any obligation of AACC under this Consent Decree, but the payment of stipulated penalties with respect to the disputed matter shall be stayed pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties for which a demand has been tendered pursuant to Paragraph 39 shall continue to accrue from the first day of

noncompliance with any provision of this Consent Decree until either AACC has corrected the noncompliance, or until EPA prevails on appeal, and shall be paid within fifteen (15) calendar days after the Court issues an order resolving the dispute in EPA's favor or after the resolution in EPA's favor of any appeal concerning the dispute. To the extent that AACC prevails on the disputed issue, stipulated penalties shall be excused.

#### **XI. WAIVER**

48. AACC waives all potential claims and/or counterclaims against the United States arising out of or in any way related to the facts and circumstances of this civil action.

#### **XII. NON-WAIVER PROVISIONS**

49. This Consent Decree in no way affects or relieves AACC of its responsibility to comply with all applicable Federal, State or local laws or regulations, including the asbestos NESHAP regulations at 40 C.F.R. Part 61, Subpart M and applicable provisions of Subpart A.

Any subsequent violation of the asbestos NESHAP regulations shall also constitute a violation of the terms of this Decree, provided this Consent Decree is in effect at the time of the violation.

50. Nothing in this Consent Decree shall constitute or be construed as a release from any claims, causes of action or demands in law or equity against any person, firm, entity, partnership, or corporation not a signatory to this Consent Decree for any liability it may have arising out of or relating in any way to the subject matter of the Complaint.

51. This Decree does not limit or affect the rights of AACC or the United States against any third parties. The parties to this Decree expressly reserve all rights, claims, demands, and causes of action they may have against any and all other persons or entities who are not parties to this Decree.

52. This Decree is not intended for the benefit of any third party and may not be enforced by any third party.

### **XIII. TERMINATION**

53. The provisions of this Consent Decree shall be deemed satisfied and this Consent Decree shall terminate eighteen months from the date of its entry, provided that AACC has been in continuous compliance with this Decree and has complied with all applicable asbestos NESHAP regulations including, but not limited to, inspection, reporting, and work practice requirements, and has paid any and all penalties (including stipulated penalties) due and owing.

### **XIV. RETENTION OF JURISDICTION**

54. The Court shall retain jurisdiction to modify and enforce the provisions of this Decree, to resolve disputes arising hereunder, and to entertain any application and issue any order as may be necessary or appropriate for the construction and effectuation of its terms. Any modification of this Decree must be in writing and agreed to by the parties and approved by the Court.

### **XV. NOTICES, RECORDS, AND SUBMISSIONS**

55. Except as otherwise provided herein, all notices, records and submissions required by this Decree shall be in writing, shall be maintained by AACC for the duration of the Decree and shall be made available to the Plaintiff upon request. Except as otherwise provided herein, such records shall be maintained at the AACC's principal place of business, except that any records required to be kept on-site pursuant to any Federal, State, or local law or regulation, shall be kept on-site. AACC shall notify U.S. EPA, Region 5 of any change in its principal places of business.

56. AACC shall submit all notices and/or submissions required pursuant to this

Decree to:

Attn: Decree Tracker  
Air Enforcement and Compliance Assurance Branch (AE-17J)  
U.S. EPA, Region 5  
77 West Jackson Blvd.  
Chicago, IL 60604-3590

[For Civil and Stipulated Penalties]

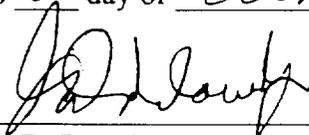
U.S. EPA  
P.O. Box 70753  
Chicago, Illinois 60673

As to U.S. DOJ  
Chief, Environmental Enforcement Section  
Environmental and Natural Resources Division  
P.O. Box 7611, Ben Franklin Station  
Washington, D.C. 20005

#### XVI. PUBLIC NOTICE

57. Final approval of this Consent Decree is subject to the public notice and comment requirements of 28 U.S.C. § 50.7. The United States may withdraw or withhold its consent if the public comments establish, in the United States' view, that entry of this Consent Decree would be inappropriate, improper, or inadequate. After reviewing the public comments, if any, the United States shall advise the Court whether it seeks entry of this Consent Decree. AACC agrees to the entry of this Consent Decree without further notice.

Entered this 6<sup>th</sup> day of October, 1999

  
\_\_\_\_\_  
Judge David D. Dowd, Jr.  
United States District Court Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree and submit it to the Court for approval and entry.

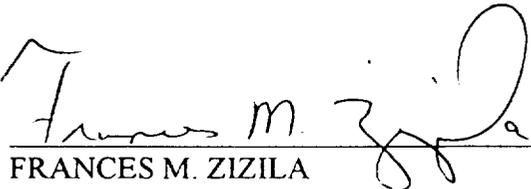
**FOR THE UNITED STATES OF AMERICA**

LOIS J. SCHIFFER  
Assistant Attorney General  
Environment and Natural Resources  
Division  
U.S. Department of Justice

Dated: 7-12-99

  
\_\_\_\_\_  
JOEL GROSS  
Section Chief  
Environmental Enforcement Section  
Environment and Natural Resources  
Division  
U.S. Department of Justice

Dated: 7-15-99

  
\_\_\_\_\_  
FRANCES M. ZIZILA  
Trial Attorney  
Environmental Enforcement Section  
P.O. Box 7611, Ben Franklin Station  
Washington, D.C. 20044

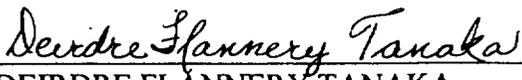
THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. American Asbestos Control Company, Inc., Civil Action No. 4:99 CV 597 (N.D. Ohio).

**FOR THE UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY**

Dated: 7/13/99

  
FRANCIS X. LYONS  
Regional Administrator  
U.S. Environmental Protection Agency,  
Region 5  
77 West Jackson Blvd.  
Chicago, IL 60604-3590

Dated: 07/08/99

  
DEIRDRE FLANNERY TANAKA  
Associate Regional Counsel  
U.S. Environmental Protection Agency  
Region 5, (Mail Code C-14J)  
77 West Jackson Boulevard  
Chicago, Illinois 60604-3590

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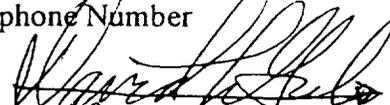
FOR THE DEFENDANT:

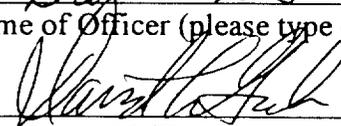
7/6/99  
Date

American Asbestos Control Company, Inc  
Name of Defendant

60 Progress Avenue, Cranberry, Pennsylvania, 16066-3512  
Address

(724) 776-6560  
Telephone Number

By:  DAVID L. GREB  
Name of Officer (please type or print)

  
Signature of Officer

President  
Title

If different from above, the following is the name and address of Defendant's agent for service and, if Defendant has counsel, the name and address of Defendant's counsel. Counsel may act as agent for service.

Agent for Service

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

Attorney

Harry Klobawski  
Name

3321 Grant Building, Pgh PA 15219  
Address

(412) 281-7997  
Telephone

Defendant shall notify the United States Department of Justice and U.S. EPA of any change in the identity or address of Defendant, its agent for service, or its counsel.