

**ALLEGHENY COUNTY HEALTH DEPARTMENT
AIR QUALITY PROGRAM**

In the Matter of:

CSI Construction Co., Inc.
Attn: Mr. Heddy Richard
8051 Aber Rd.
Verona, PA 15147

Violation Nos. ASB-22-0901, ASB-21-1203

Violations of Article XXI ("Air
Pollution Control") at property:

CCAC Boyce
595 Beatty Rd.
Monroeville, PA 15147

437 Alder St.
Tarentum, PA 15084

3 & 5 Oak St.
Russellton, PA 15076

CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement (hereinafter "Consent Agreement") is entered into this ~~24th~~ day of ~~April~~ **MAY**, 2022 (hereinafter "Effective Date") by and between the Allegheny County Health Department and CSI Construction Co., Inc.

RECITALS

WHEREAS, the Allegheny County Health Department (hereinafter "ACHD") has found and determined the following:

1. The Director of the ACHD has been delegated authority pursuant to the federal Clean Air Act, 42 U.S.C. Sections 7401-7671q (hereinafter "CAA"), and the Pennsylvania Air Pollution Control Act, 35 P.S. Sections 4001-4014 (hereinafter "APCA"), and the ACHD is a local health agency organized under the Local Health Administration Law, 19 P.S. §§ 12001-12028, whose powers and duties include the enforcement of laws relating to public health within Allegheny County including, but not limited to, the ACHD's Rules and Regulations, Article XXI,

Air Pollution Control (Allegheny County Code of Ordinances Chapter 505, 507, and 535) (hereinafter "Article XXI").

2. The ACHD, through its powers under Article XXI, maintains the authority to regulate all asbestos abatement activity within the boundaries of Allegheny County. Article XXI also incorporates the federal asbestos abatement regulations regarding asbestos abatement activity in Allegheny County, Article XXI § 2105.62.b.

3. CSI Construction Co., Inc (hereinafter "CSI Construction") is a corporation with a registered business address of 8051 Aber Rd., Verona, PA 15147. Heddy Richard is the President and owner of CSI Construction. CSI Construction was an ACHD Licensed Asbestos Abatement Contractor.

4. The Community College of Allegheny County (hereinafter "CCAC") is the owner of the Boyce Campus located at 595 Beatty Rd., Monroeville, PA 15146 (hereinafter "CCAC Boyce Campus").

5. West Deer Township (hereinafter "West Deer") is the owner of the demolition projects for the residential properties located at 437 Alder St., Tarentum, PA 15084 and 3 & 5 Oak St., Russellton, PA 15076.

6. On September 9, 2021, an Enforcement Order was issued to CSI Construction (Violation No. ASB-21-0901) revoking its Asbestos Abatement Contractor License due to alleged violations at CCAC Boyce Campus and 437 Alder St. The Enforcement Order alleged violations of Article XXI, §§ 2105.62.h, 2105.62.k, and 2105.63.k.1.

7. On September 23, 2021, CSI Construction filed a Notice of Appeal of the Enforcement Order dated September 9, 2021, disputing the nature and extent of the allegations and violations set forth within the Order and requested the cancellation of the revocation of license.

8. On December 15, 2021, an Enforcement Order was issued to CSI Construction (Violation No. ASB-21-1203) assessing a civil penalty of Twenty-Two Thousand, Seven Hundred and Eighty-Five Dollars (22,785.00) for violations of the of the ACHD's asbestos regulations at the CCAC Boyce Campus and the 437 Alder St., and 3 & 5 Oak St., properties.

9. On January 13, 2022, CSI Construction filed a Notice of Appeal of the Enforcement Order dated December 15, 2021.

WHEREAS, the ACHD and CSI Construction recognize that this Consent Agreement has been negotiated in good faith and that any actions undertaken by CSI Construction in accordance with this Consent Agreement do not constitute an admission of fault or liability;

WHEREAS, after a full and complete negotiation of all matters set forth in this Consent Agreement and upon mutual exchange of covenants contained herein, the Parties agree that this Consent Agreement is in the best interest of the Parties and the public.

AGREEMENT

After full and complete negotiation of all matters set forth in this Consent Agreement and upon mutual exchange of the covenants contained herein, the Parties intending to be legally bound, it is hereby AGREED to by the Parties as follows:

10. CSI Construction consents to the assessment of a civil penalty of Ten Thousand Dollars (\$10,000.00) (the "Civil Penalty").

11. CSI Construction shall pay the assessed Civil Penalty within thirty (30) Calendar Days of the Effective Date by **cashier's check** made payable to the "Allegheny County Clean Air Fund," and sent to the Program Manager, Air Quality Program, Allegheny County Health Department, 301 39th Street, Bldg. No. 7, Pittsburgh, Pennsylvania 15201.

12. Upon payment of the Civil Penalty, CSI Construction may apply for an ACHD Asbestos Abatement Contractor License. The ACHD agrees to issue the license to CSI Construction subject to the following requirements:

- a. CSI Construction shall comply with all applicable provisions of Article XXI §§ 2105.60, 2105.61, 2105.62, and 2105.63 of the ACHD Rules and Regulations;
- b. CSI Construction shall have all pre-abatement set-ups inspected by the ACHD prior to conducting any asbestos abatement;
- c. Prior to the commencement of demolition on all “demolition with ACM left in place” projects, CSI Construction shall identify for the ACHD the source of water to be used to keep all demolition debris adequately wet;
- d. CSI Construction shall notify the ACHD of the start date of all “demolition with ACM left in place” projects at least two (2) business days prior to the start of the demolition project;
- e. On all “demolition with ACM left in place” projects, CSI Construction shall request within 24 hours after the completion of demolition, a final clearance inspection from ACHD;
- f. CSI Construction shall not remove any containment barriers and shall maintain negative air pressure at a work area until the ACHD has accepted the results of a final clearance inspection;
- g. CSI Construction shall submit all fees for Asbestos Abatement Permits by cashier’s check; and

h. Any notifications or requests required under this Paragraph shall be submitted by CSI Construction to the ACHD via electronic mail at ACHDAsbestos@AlleghenyCounty.US.

13. If the ACHD finds that CSI Construction violated any of the requirements in Paragraph 12 of this Consent Agreement, the Parties agree as follows:

- a. CSI Construction's ACHD Asbestos Abatement Contractor License shall be immediately and permanently revoked; and
- b. Heddy Richard shall not perform asbestos abatement work within Allegheny County which requires any of the following categories of certification issued by the Pennsylvania Department of Labor and Industry: Building Inspector, Contractor, Management Planner, Project Designer, or Supervisor. Mr. Richard may perform asbestos abatement under a "Worker" certification category.

14. CSI Construction may appeal any violations of the requirements in Paragraph 12 issued by the ACHD pursuant to the provisions of Article XI ("Hearings and Appeals") of the ACHD's Rules and Regulations. Any appeal of the violations shall not act as a stay of the license revocation under Paragraph 13.a. or the work limitations under Paragraph 13.b. of this Consent Agreement. In the absence of a timely appeal of the violations, the conditions in Paragraph 13.a. and b. shall become final.

15. Upon payment of the Civil Penalty by CSI Construction, the ACHD shall be deemed to have fully released CSI Construction for the violations set forth in the Enforcement Orders dated September 9, 2021 (Violation No. ASB-21-0901) and December 15, 2021 (Violation No. ASB-21-1203).

16. Upon the ACHD providing CSI Construction with a fully executed copy of the Consent Agreement and payment of the Civil Penalty by CSI Construction, the completion of such actions will be deemed to constitute a withdrawal of the Notice of Appeal of Enforcement Orders dated September 9, 2021 (Violation No. ASB-21-0901) and December 15, 2021 (Violation No. ASB-21-1203) by CSI Construction.

17. CSI Construction hereby waives any right they may have under law to appeal or otherwise challenge the civil penalty assessed by the ACHD pursuant to this Consent Agreement.

GENERAL TERMS

18. The provisions of this Consent Agreement shall apply to, be binding upon, and inure to the benefit of the ACHD and CSI Construction and upon its respective officers, directors, agents, contractors, employees, servants, successors, and assigns.

19. Except to enforce the terms of this Consent Agreement, the Parties do not authorize any other Party or other persons to use the findings in this Consent Agreement in any matter or proceeding.

20. The provisions of this Consent Agreement are severable. If any provisions or part thereof is declared invalid or unenforceable, or is set aside for any reason, the remainder of the Consent Agreement shall remain in full effect.

21. This Consent Agreement shall constitute the entire integrated agreement of the Parties. No prior or contemporaneous communications or prior drafts shall be relevant or admissible for purposes of determining the meaning or extent of any provisions herein in any litigation or any other proceeding.

22. No changes, additions, modifications, or amendments to this Consent Agreement shall be effective unless they are set forth in writing and signed by the Parties hereto.

23. This Consent Agreement shall become effective upon signature by the Parties as of the Effective Date first noted above.

24. Each Party shall bear their own attorney's fees incurred in this matter.

25. This Consent Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Consent Agreement. In addition, signatures sent via facsimile or electronic mail shall constitute original signatures for purposes of this Consent Agreement and a photocopy may be used in place of originals for any purpose.

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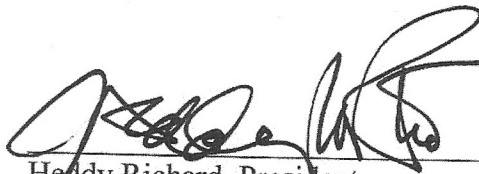
SIGNATURE PAGE TO FOLLOW

WHEREFORE, the undersigned party enters into this Consent Agreement.

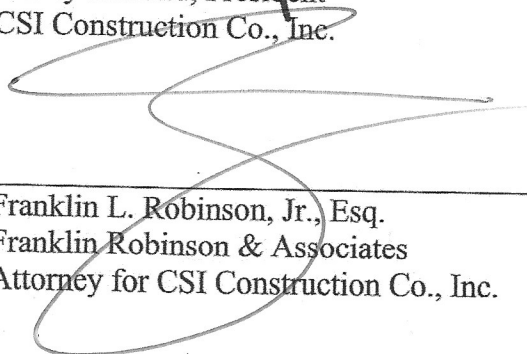
FOR CSI CONSTRUCTION CO., INC.

Date:

5/24/2022



Hedy Richard, President
CSI Construction Co., Inc.

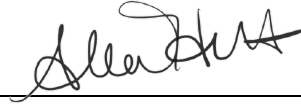


Franklin L. Robinson, Jr., Esq.
Franklin Robinson & Associates
Attorney for CSI Construction Co., Inc.

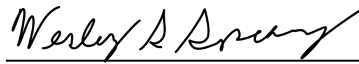
WHEREFORE, the undersigned party enters into this Consent Agreement.

FOR THE ALLEGHENY COUNTY HEALTH DEPARTMENT

Date: 2/24/2023



Allason Holt
Air Quality Enforcement Program
Manager
Allegheny County Health Department



Wesley S. Speary, Esq.
ACHD Assistant Solicitor
Allegheny County Health Department