

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
CIVIL ACTION No.

26-1186A

COMMONWEALTH OF MASSACHUSETTS,)
)
Plaintiff,)
)
v.)
)
FLODELL BUILDERS, INC., LIBERTAS)
REALTY, LLC, PAMELA NYDAM, Individually)
and as Manager of LIBERTAS REALTY, LLC,)
and SPG HOME SERVICES INC.,)
)
Defendants.)

COMPLAINT

SUFFOLK SUPERIOR COURT
 CIVIL CLERK'S OFFICE
 2026 APR 22 P 3:19
 JOHN J. MCGLOTHLIN III
 CLERK

INTRODUCTION

1. During the renovation of a multi-story, mixed use building located at 82-84 Elm Street, Millbury, Massachusetts (the "Site"), the Defendants, Flodell Builders, Inc., ("Flodell"), Libertas Realty LLC, ("Libertas"), Pamela Nydam, individually and as Manager of Libertas ("Nydam"), and SPG Home Services Inc. ("SPG") removed, stored, and handled asbestos-containing material ("ACM") and asbestos-containing waste material ("ACWM") in a manner that posed actual or potential harm to human health and the environment without following legally required removal and handling safety practices.

2. Specifically, Defendants failed to notify the Massachusetts Department of Environmental Protection (the "Department") at least ten (10) working days before conducting asbestos abatement activities, broke asbestos-containing siding during removal, left pieces of dry, asbestos-containing siding exposed to the ambient air in and around the work area at the Site,

failed to close or seal the building at the Site in a manner sufficient to prevent leakage of dust or debris into interior spaces, including residential spaces, during the asbestos abatement, allowed workers to remove and handle asbestos-containing siding without protective equipment, and failed to comply with instructions from the Department to conduct the abatement work in compliance with applicable asbestos regulations.

3. As a result of Defendants' noncompliance, they repeatedly risked harm to Defendant Nydam's tenants living in the residential apartments in the building, neighbors, the public, their employees, and the environment. Accordingly, the Commonwealth of Massachusetts (the "Commonwealth") seeks civil penalties for these violations of the Clean Air Act, G.L. c. 111, §§ 142A-142O (the "Air Act"), and its regulations at 310 C.M.R. § 7.15 (the "Asbestos Regulations").

JURISDICTION AND VENUE

4. This Court has jurisdiction over the subject matter of this action and the authority to order the requested relief pursuant to G.L. c. 111, § 142A and G.L. c. 12, § 11D.

5. Venue lies in Suffolk Superior Court pursuant to G.L. c. 223, § 5.

PARTIES

6. The Plaintiff is the Commonwealth of Massachusetts appearing by and through the Attorney General and the Department.

7. The Attorney General is the chief law officer of the Commonwealth, with offices at One Ashburton Place, Boston, Massachusetts. She is authorized to bring this action and to seek the relief requested herein pursuant to G.L. c. 12, §§ 3 and 11D and G.L. c. 111, § 142A.

8. The Department is an agency of the Commonwealth charged with administering and enforcing the environmental laws of the Commonwealth including the Air Act and the

Asbestos Regulations. The Department maintains its principal office at 100 Cambridge Street, 9th Floor, Boston, Massachusetts, and has a regional office at 8 New Bond Street, Worcester, Massachusetts.

9. Flodell is a domestic for profit corporation organized under the laws of the Commonwealth on May 13, 2004, and with a principal place of business at 175 West Main Street, Suite 8-3A, Millbury, Massachusetts 01527.

10. Libertas is a domestic limited liability company organized under the laws of the Commonwealth on December 10, 2017, with a principal place of business at 82 Elm Street, Millbury, Massachusetts 01527.

11. Nydam resides at [REDACTED], Massachusetts [REDACTED] and is the sole manager and resident agent of Libertas.

12. SPG is a domestic for profit corporation which was organized under the laws of the Commonwealth on May 4, 2017, and has a principal place of business located at 6 Water Street, Milford, Massachusetts 01757.

REGULATORY BACKGROUND

13. The Air Act, initially enacted in 1954, gives the Department broad authority to “adopt regulations . . . to prevent pollution or contamination of the atmosphere.” G.L. c. 111, § 142A. Pursuant to this authority, the Department has promulgated regulations concerning air pollution control at 310 C.M.R. §§ 7.00 *et seq.*, including the Asbestos Regulations.

14. The Asbestos Regulations establish a comprehensive scheme for the regulation of work that involves asbestos or that may result in the emissions of asbestos, including by requiring completion of a pre-work survey of the affected area to determine the presence of ACM or suspect ACM, notification to the Department prior to certain work, and compliance with

specific work practice requirements for the handling, storage, and disposal of ACM, suspect ACM, and ACWM during and after the work.

15. ACM is “any material containing 1% or more asbestos [ACM] includes, but is not limited to, sprayed-on and troweled-on materials applied to ceilings, walls, and other surfaces; insulation on pipes, boilers, tanks, ducts, and other equipment structural and non-structural members; tiles; asphalt roofing or siding materials; or asbestos-containing paper.” 310 C.M.R. § 7.15(1).

16. Asbestos is a hazardous material and known human carcinogen regulated both by the Department and the Massachusetts Department of Labor Standards. There are multiple kinds of asbestos, including chrysotile and amosite asbestos. Due to the serious health risks associated with exposure to asbestos, there is no safe exposure level. There is a high likelihood that asbestos fibers will be released into the air when asbestos material is broken or disturbed – for example during demolition or renovation work.

17. ACM is most dangerous to health when it is “friable.” Friable ACM is “any ACM, that, when dry, can be crumbled, shattered, pulverized or reduced to powder by hand pressure or any non-friable ACM that has been subjected to sanding, grinding, cutting, or abrading or has been crumbled, shattered, or pulverized by mechanical means such as, but not limited to, the use of excavators, bulldozers, heavy equipment, or power and/or hand tools.” 310 C.M.R. § 7.15(1).

18. ACWM is “any ACM removed during a demolition or renovation project and anything contaminated with asbestos in the course of a demolition or renovation project including, but not limited to, asbestos waste from control devices, bags or containers that previously contained asbestos, contaminated clothing, materials used to enclose the work area during the demolition or renovation operation, and demolition or renovation debris.” 310 C.M.R.

§ 7.15(1). ACWM also includes “ACM on and/or in facility components that are inoperable or have been taken out of service and any ACM that is damaged or deteriorated to the point where it is no longer attached as originally applied or is no longer serving the intended purpose for which it was originally installed.” *Id.*

19. Accordingly, the Asbestos Regulations require notification to the Department at least ten (10) working days prior to commencement of asbestos abatement work and impose detailed requirements for the handling, storage, and disposal of ACM and ACWM. See 310 C.M.R. § 7.15.

20. The regulations at 310 C.M.R. § 7.15(3)(a)2. and 3. prohibit the performance of any asbestos abatement activity in a manner that causes or contributes to a condition of air pollution or poses an actual threat to human health, safety, and welfare or to the environment, and the provisions of 310 C.M.R. § 7.15(12) and (15) set forth detailed procedures for the removal and abatement of asbestos-containing siding and ACWM to prevent visible or particulate emissions of asbestos to the ambient air.

FACTS

Description and Ownership of the Site

21. The Site, located in a densely populated, mixed business/residential neighborhood, is owned by Libertas, which purchased the Site in 2017.

22. In the multi-story, mixed use building at the Site, Libertas owns two residential apartments, one on the first floor and one on the second floor. In addition, Nydam conducts her business out of the street level office in the building.

23. The Millbury Housing Authority (“MHA”), which houses MHA administrative offices on the first floor and MHA low-income housing with residents living on the second, third, fourth, and fifth floors, is located directly across the street from the Site.

ACM Identified in the Building Survey Prior to Conducting Renovation

24. Nydam and Libertas hired Flodell to conduct renovation work on the building at the Site, and Flodell hired SPG as its subcontractor to remove the first and second floor apartment balconies.

25. At all times relevant, SPG did not hold any asbestos related licenses or certifications from the Department of Labor Standards (“DLS”) that are required by law to conduct asbestos abatement activities.

26. On November 8, 2023, an asbestos consultant, conducted an asbestos survey of the building at the Site to identify ACM prior to demolishing parts of the building so that the ACM could be removed prior to the renovation work.

27. On November 27, 2023, the asbestos consultant issued its asbestos survey to Nydam which indicated that asbestos-containing transite siding was present on the exterior of the building.

28. The asbestos-containing transite siding contained up to 15% chrysotile asbestos.

Illegal Handling of Asbestos-Containing Material at the Site

29. On July 25, 2024, Defendants began or caused, suffered, allowed, or permitted the work to remove the first and second floor apartment balconies from the building at the Site.

30. Defendants failed to notify the occupants of the two apartments about the renovation work on the balconies of their apartments.

31. The Director of Public Health (the "Director") of the Town of Millbury (the "Town" or "Millbury") arrived at the Site and issued a verbal Cease and Desist Order to Nydam and to SPG's workers at approximately 9:00 a.m. before the work began.

32. The Director also requested that Nydam produce a copy of an asbestos survey prior to resumption of any renovation work at the Site.

33. After the Director left the Site, Defendants Flodell and Nydam verbally directed SPG to ignore the Cease-and-Desist Order and to proceed with the removal of the balconies.

34. SPG proceeded to remove the balconies.

35. Defendants failed to remove the asbestos-containing transite siding from the exterior of the building prior to the commencement of the renovation that included the removal of the balconies.

36. During the balcony removal, Defendants broke off or caused, suffered, allowed, or permitted the breaking off of approximately 40 square feet of asbestos-containing transite shingles. As a result of the renovation and removal of the balconies, the Defendants scattered or caused, suffered, allowed, or permitted, dry broken ACM and ACWM to be scattered around the work area, including in a pile of debris from the renovation on a public sidewalk, on a stairwell along the building's foundation, in a dump trailer used for debris from the renovation, which was parked on Elm Street directly in front of the Site, on a stairwell along the foundation of the building, and on the platform of a lift used during the renovation work.

37. Defendants failed to notify the Department or obtain Department authorization prior to conducting this asbestos abatement activity involving the removal of asbestos-containing transite siding.

38. At approximately 1:00 p.m. that same day, representatives from the Department arrived at the Site.

39. Defendants failed or caused, suffered, allowed, or permitted the failure to properly remove, handle, and dispose of the asbestos-containing transite siding before removing the two balconies.

40. Defendants failed or caused, suffered, allowed, or permitted the failure to isolate and seal the openings on the side of the building, including openings to the residential apartments, where asbestos abatement activities took place in a manner sufficient to prevent leakage of dust or debris to interior space.

41. Defendants failed or caused, suffered, allowed, or permitted the failure to spread tarpaulin or plastic sheeting on the ground under portions of the building from which the asbestos-containing transite siding was removed.

42. Defendants failed or caused, suffered, allowed, or permitted the failure to remove the asbestos-containing transite siding from the building whole and intact to the greatest extent feasible.

43. Defendants failed or caused, suffered, allowed, or permitted the failure to carefully lower asbestos-containing transite siding to the ground outside the building in a manner to avoid breakage.

44. Defendants failed or caused, suffered, allowed, or permitted the failure to adequately wet the asbestos-containing transite siding with water to which a wetting agent has been added ("amended water") prior to its removal from the balconies.

45. Defendants failed or caused, suffered, allowed, or permitted the failure to keep adequately wet the ACWM they generated from asbestos abatement activities at the building and

to keep the ACWM wet with amended water until after it was containerized and sealed in properly labeled leak-tight containers.

46. Defendants commingled or caused, suffered, allowed, or permitted dry, broken, and uncontained asbestos-containing transite siding to commingle with other debris from the renovation in several places including on the public sidewalk next to the building, on a stairwell along the building foundation, in an open top dump trailer in a public street, and on the platform of a lift used during the renovation work.

47. Defendants scattered or caused, suffered, allowed, or permitted dry, broken, and uncontained asbestos-containing transite siding to scatter along Elm Street and on an elevated, grassy corner of an abutting property at 80 Elm Street.

48. Upon arrival at the Site the Department and Director verbally directed Nydam not to touch or disturb the debris from the renovation, which contained ACWM.

49. Against this explicit instruction and with Department personnel present, at approximately 1:30 p.m. Nydam picked up debris from the renovation without using any personal protective equipment and threw the debris, including pieces of asbestos-containing transite siding, into the open top dump trailer.

50. After assessing the Site and directing Nydam not to touch the debris from the renovation, the Department called in a state emergency contractor to properly clean and decontaminate Elm Street due to the potential immediate health and safety risk caused by the scattered ACM and ACWM.

51. At approximately 3 p.m., Nydam began to sweep debris from the renovation from the sidewalk along Elm Street, which caused visible small pieces of debris and ACWM to travel through the air. Nydam became increasingly combative as she continued to disrupt the ACWM.

52. The Department, Millbury Department of Public Works, and Millbury Police Officers directed Nydam to stop disturbing the ACWM.

53. At all times relevant, Nydam did not hold any asbestos related licenses or certifications from DLS required for asbestos abatement activities.

54. Throughout the afternoon of July 25, 2024, Nydam repeatedly entered and exited the office located on the ground level of the building at the Site immediately after handling debris from the renovation, which created the risk of asbestos contamination within the building at the Site.

55. Samples of the asbestos-containing transite siding debris taken by the Department from the sidewalk, Elm Street, the lift, and the open top dump trailer contained up to fifteen percent (15%) chrysotile asbestos and ten percent (10%) amosite asbestos.

56. Defendants removed, handled, and stored ACM and ACWM or caused, suffered, allowed, or permitted the removal, handling, and storage of ACM and ACWM at the Site and caused ACWM to be stored outdoors at the abutting property at 80 Elm Street, on a public sidewalk, and on a public way in a manner which caused or contributed to a condition of air pollution and posed an actual or potential threat to human health, safety, and welfare or to the environment.

CAUSES OF ACTION

COUNT I: UNLAWFUL HANDLING AND REMOVAL OF ASBESTOS AT THE SITE IN VIOLATION OF THE AIR ACT, G.L. C. 111, §§ 142A-142O, AND ASBESTOS REGULATIONS, 310 C.M.R. § 7.15

57. The Commonwealth realleges and incorporates by reference the averments of paragraphs 1- 56.

58. The Asbestos Regulations as set forth in 310 C.M.R. § 7.15 apply to any person(s) engaged in asbestos abatement activities, to activities associated with such asbestos abatement activities, and to actions set forth in 310 C.M.R. § 7.15(3).

59. Under 310 C.M.R. §§ 7.00, 7.15(1), an “owner/operator” is “any person who has legal title, alone or with others, of a facility or dumping ground; has the care, charge, or control of a facility or dumping ground, or has control of an asbestos abatement activity, including but not limited to contractors and subcontractors.”

60. Under 310 C.M.R. § 7.00, a “person” includes “any individual, public or private partnership, association, firm, ... , company, ... , corporation ... , or any other entity recognized by law as the subject of rights and duties.”

61. Under 310 C.M.R. § 7.15(1), “asbestos-containing material” is “any material containing 1% or more asbestos [ACM] includes, but is not limited to, sprayed-on and troweled-on materials applied to ceilings, walls, and other surfaces; insulation on pipes, boilers, tanks, ducts, and other equipment structural and non-structural members; tiles; asphalt roofing or siding materials; or asbestos-containing paper.”

62. Under 310 C.M.R. § 7.15(1), “asbestos-containing waste material” is “any ACM removed during a demolition or renovation project and anything contaminated with asbestos in the course of demolition or renovation project including, but not limited to, asbestos waste from

control devices, bags or containers that previously contained asbestos, contaminated clothing, materials used to enclose the work area during the demolition or renovation operation, and demolition or renovation debris. [ACWM] shall also include ACM on and/or in facility components that are inoperable or have been taken out of service and any ACM that is damaged or deteriorated to the point where it is no longer attaches as originally applied or is no longer serving the intended purpose for which it was originally installed.”

63. Under 310 C.M.R. § 7.15(1), “adequately wet” means “fixing or coating with water (or water to which a surfactant has been added), amended water or a remover-encapsulant, so as to prevent a friable condition and visible emissions. Material shall be considered adequately wetted where it has been fixed or coated with water (or water to which a surfactant has been added), amended water or a remover-encapsulant, so as to prevent a friable condition and visible emissions.”

64. Under 310 C.M.R. § 7.15(1), “amended water” is “water to which a wetting agent has been added.”

65. Under 310 C.M.R. § 7.15(1), “asbestos abatement activity” is “the removal, encapsulation, demolition, renovation, enclosure, repair, disturbance, handling, transportation, storage, or disposal of [ACM] or [ACWM] or any other activity involving [ACM] or [ACWM] that has the potential to result in a condition of air pollution.”

66. Under 310 C.M.R. § 7.15(1), “renovation” means “altering a facility or one or more facility components in any way, including stripping or removal of ACM from a facility component.”

67. Under 310 C.M.R. § 7.15(1), “work area” is “the area or location where any asbestos abatement activity or incidental maintenance work is being performed, including but not

limited to: areas used for accessing the location where asbestos abatement, asbestos-associated project work or incidental work is being performed; areas used for the storage of equipment or removed materials related to asbestos abatement activity; and other areas of a facility or location in which the Department determines that such asbestos abatement activity has been or may be an actual or potential cause of a condition of air pollution.”

68. Under 310 C.M.R. § 7.15(1), “work practice standards” means “the standards, procedures or actions for the removal, enclosure or encapsulation of asbestos, or for the demolition, renovation, maintenance or repair of facilities containing asbestos.”

69. 310 C.M.R. § 7.15(3)(a)1. provides that no person shall violate or cause, suffer, or allow a person to violate any requirement set forth in 310 C.M.R. § 7.15.

70. 310 C.M.R. § 7.15(3)(a)2. and 3. provide that no person shall cause, suffer, allow, or permit any asbestos activity which causes or contributes to a condition of air pollution, or which poses an actual or potential threat to human health, safety, and welfare or to the environment.

71. 310 C.M.R. § 7.15(5)(a) requires that each owner or operator of a facility or facility component remove and dispose of any ACM in accordance with 310 C.M.R. § 7.15 before conducting any demolition or renovation thereof.

72. 310 C.M.R. § 7.15(6) requires, with exceptions not relevant here, that each owner or operator of a facility or facility component notify the Department and obtain Department authorization before conducting any asbestos abatement activity by completing and submitting to the Department a Department-approved notification form at least ten (10) working days before commencing the asbestos abatement activity.

73. 310 C.M.R. § 7.15(7)(b) requires that only asbestos contractors licensed pursuant to 453 C.M.R. 6.00 may carry out asbestos abatement activities.

74. 310 C.M.R. § 7.15(12)(a) provides that asbestos siding shall not be broken, sanded, sawed, or drilled at any time during removal or subsequent handling.

75. 310 C.M.R. § 7.15(12)(b) requires that tarpaulin or plastic sheeting shall be spread on the ground under the areas where the siding is being removed and that said tarpaulin or plastic sheeting shall extend away from the edge of the building and to either side of the work area a sufficient distance to catch any debris generated by the work operation.

76. 310 C.M.R. § 7.15(12)(c) requires that openings on the side of the building where the asbestos abatement activities are taking place shall be closed or sealed with polyethylene sheeting and duct taped in a manner sufficient to prevent leakage of dust or debris to interior spaces.

77. 310 C.M.R. § 7.15(12)(d) provides that asbestos-containing siding shall be removed whole and intact to the greatest extent feasible and that methods likely to break siding during removal shall not be used.

78. 310 C.M.R. § 7.15(12)(e) requires siding be adequately wetted with amended water prior to removal.

79. 310 C.M.R. § 7.15(12)(f) requires that siding be carefully lowered to the ground in a manner to avoid breakage.

80. 310 C.M.R. § 7.15(15)(a)-(b) require that each owner or operator of a facility or facility component where any asbestos abatement activity is conducted shall adequately wet ACWM obtained from air cleaning equipment or from removal operations and, while it is adequately wet, place the ACWM into leak-tight containers.

81. 310 C.M.R. § 7.15(15)(c) requires that each owner or operator of a facility or facility component label each container or package of ACWM with a hazard label indicating its hazardous asbestos content and with a generator label identifying the name of the waste generator, the location at which the waste was generated, and the date of generation.

82. Under G.L. c. 111, § 142A, this Court is authorized to enjoin further violations of the Air Act and any of the Asbestos Regulations promulgated by the Department.

83. The Defendants are each “person[s]” within the meaning of 310 C.M.R. § 7.00.

84. Defendants were persons in control of an asbestos abatement activity at the Site, and Defendants were “operator[s]” of the Site within the meaning of 310 C.M.R. §§ 7.00, 7.15(1).

85. The asbestos-containing transite siding on and removed from the building at the Site contained up to 15% chrysotile asbestos and 10% amosite asbestos and therefore constituted both ACM and ACWM within the meaning of 310 C.M.R. § 7.15(1).

86. The removal of asbestos-containing transite siding from the multi-use building at the Site at the direction of Defendants was “renovation” work within the meaning of 310 C.M.R. § 7.15(1).

87. By causing, suffering, allowing, or permitting “removal, . . . demolition, renovation, . . . disturbance, handling, transportation, storage, or disposal of [ACM] or [ACWM]” at the Site, Defendants engaged in “asbestos abatement activity” within the meaning of 310 C.M.R. § 7.15(1).

88. By causing, suffering, allowing, or permitting asbestos abatement activity in the work areas at the Site in a manner that caused or contributed to a condition of air pollution and

posed an actual or potential threat to human health, safety, and welfare or to the environment, Defendants violated G.L. c. 111, § 142A, and 310 C.M.R. § 7.15(3)(a)1.-3.

89. By failing to remove and dispose of any ACM in accordance with 310 C.M.R. 7.15, prior to conducting any renovation of the building at the Site, or by causing, suffering, allowing, or permitting such failure, Defendants violated G.L. c. 111, § 142A, and 310 C.M.R. § 7.15(3)(a)1. and (5)(a).

90. By failing to notify the Department before causing, suffering, allowing, or permitting asbestos abatement activity at the building at the Site, or by causing, suffering, allowing, or permitting such failure, Defendants violated G.L. c. 111, § 142A, and 310 C.M.R. § 7.15(3)(a)1. and 6.

91. By causing, suffering, allowing, or permitting SPG and Nydam to conduct asbestos abatement activities without a license granted pursuant to 453 C.M.R. 6.00, the Defendants violated G.L. c. 111, § 142A, and § 7.15(3)(a)1. and (7)(b).

92. By failing to prevent the asbestos-containing transite siding from breaking during removal from the building at the Site, or by causing, suffering, allowing, or permitting such failure, Defendants violated G.L. c. 111, § 142A, and 310 C.M.R. § 7.15(3)(a)1. and 12(a).

93. By failing to spread tarpaulin or plastic sheeting on the ground under the work areas at the building at the Site where they removed the asbestos-containing transite siding, or by causing, suffering, allowing, or permitting such failure, Defendants violated G.L. c. 111, § 142A, and 310 C.M.R. § 7.15(3)(a)1. and 12(b).

94. By failing to seal the openings on the sides of the building at the Site where they performed the asbestos abatement work with polyethylene sheeting and duct tape in a manner sufficient to prevent leakage of dust or debris to interior spaces of the building, or by causing,

suffering, allowing, or permitting such failure, Defendants violated G.L. c. 111, § 142A, and 310 C.M.R. § 7.15(3)(a)1. and 12(c).

95. By failing to remove the asbestos-containing transite siding from the building at the Site whole and intact to the greatest extent feasible, or by causing, suffering, allowing, or permitting such failure, Defendants violated G.L. c. 111, § 142A, and 310 C.M.R. § 7.15(3)(a)1. and 12(d).

96. By failing to ensure that they adequately wetted the asbestos-containing transite siding with amended water prior to removal from the building at the Site, or by causing, suffering, allowing, or permitting such failure, Defendants violated G.L. c. 111, § 142A, and 310 C.M.R. § 7.15(3)(a)1. and 12(e).

97. By failing to carefully lower the asbestos-containing transite siding to the ground next to the building at the Site in a manner to avoid breakage, or by causing, suffering, allowing, or permitting such failure, Defendants violated G.L. c. 111, § 142A, and 310 C.M.R. § 7.15(3)(a)1. and 12(f).

98. By failing to adequately wet the asbestos-containing transite siding they removed from the building at the Site and the ACWM they generated through asbestos abatement activities, or by causing, suffering, allowing, or permitting such failure, Defendants violated G.L. c. 111, § 142A, and 310 C.M.R. § 7.15(3)(a)1. and 15(a).

99. By failing to containerize and seal the asbestos-containing transite siding they removed from the building at the Site and the ACWM they generated through asbestos abatement activities while adequately wet, or by causing, suffering, allowing, or permitting such failure, Defendants violated G.L. c. 111, § 142A, and 310 C.M.R. § 7.15(3)(a)1. and (15)(b).

100. By failing to label each container or package of ACWM they generated through asbestos abatement activities with a hazard label indicating its hazardous asbestos content and with a generator label identifying the name of the waste generator, the location at which the waste was generated, and the date of generation, or by causing, suffering, allowing, or permitting such failure, Defendants G.L. c. 111, § 142A, and 310 C.M.R. § 7.15(3)(a)1. and (15)(c).

101. Pursuant to G.L. c. 111, § 142A, Defendants are liable for civil penalties up to \$25,000 per violation per day per violation for violating the Air Act and Asbestos Regulations.

REQUEST FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests that this Court:

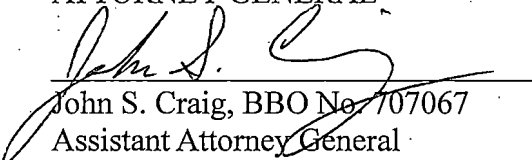
- A. **ORDER** Defendants to pay the Commonwealth a civil penalty of \$25,000 for each day of each violation of the Air Act, G.L. c. 111, § 142A, and the Asbestos Regulations, 310 C.M.R. § 7.15;
- B. **ISSUE** a permanent injunction requiring Defendants to comply with the Air Act and the Asbestos Regulations; and
- C. **GRANT** such other relief as the Court deems appropriate and just.

Respectfully submitted,

COMMONWEALTH OF
MASSACHUSETTS

By its attorney,

ANDREA JOY CAMPBELL
ATTORNEY GENERAL


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