

G.L. c. 149, §§ 6-6F1/2, and their implementing regulations at 453 C.M.R. 6.00 (“Asbestos Licensing Regulations”) by keeping inaccurate and misleading records and performing air sampling analysis without being certified to do so.

2. These violations risked the health and safety of the residents who remained in those homes, workers, and the general public in the area. Consequently, the Commonwealth seeks substantial civil penalties under the CAA from each of the Defendants as well as injunctive relief to prevent further violations of law and risks to public health and safety.

JURISDICTION AND VENUE

3. This Court has jurisdiction over these claims and the authority to grant the relief requested pursuant to G.L. c. 111, § 142A and G.L. c. 12, § 11D.

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

PARTIES

5. The plaintiff is the Commonwealth of Massachusetts (“Commonwealth”), acting by and through MassDEP and the Attorney General.

6. The Attorney General is the chief law enforcement officer of the Commonwealth and maintains a primary office at One Ashburton Place, Boston. The Attorney General has authority to bring this action and to seek the relief requested pursuant to G.L. c. 111, § 142A and G.L. c. 12, §§ 3 and 11D.

7. MassDEP is an agency of the Commonwealth responsible for the administration of various environmental laws, including the CAA. MassDEP maintains its principal office at One Winter Street, Boston, Massachusetts and has a regional office at 205B Lowell Street, Wilmington.

8. ImpresAir Environmental Corporation (“ImpresAir”) is a Massachusetts

corporation that performs asbestos abatement work. It has a principal office located at 439 Ferry Street, Malden, MA 02148.

9. Ted Riley & Company, Inc. d/b/a Enviro-Safe Engineering (“Enviro-Safe”) is a Massachusetts corporation that, among other things, performs asbestos consultant, monitoring, and analysis work. It has a principal office located at 203 Prospect Street, Brockton, MA 02301.

STATUTORY AND REGULATORY FRAMEWORK

THE CAA AND ASBESTOS REGULATIONS

10. The CAA, initially enacted in 1954, gives MassDEP broad authority to “adopt regulations . . . to prevent pollution or contamination of the atmosphere.” G.L. c. 111, § 142A. Pursuant to this authority, MassDEP has promulgated regulations concerning air pollution control at 310 C.M.R. 7.00 *et seq.*, including regulations regarding asbestos at 310 C.M.R. 7.15 (“Asbestos Regulations”).

11. Asbestos is a hazardous material and known human carcinogen regulated under the CAA. There are multiple kinds of asbestos, such as chrysotile asbestos, which is typically the most prevalent form. Because of 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.

12. The Asbestos Regulations establish a comprehensive scheme for the regulation of work involving asbestos or that may result in the emissions of asbestos, including by requiring notification to MassDEP prior to certain work and by setting specific work practice requirements for the handling, storage, and disposal of ACM and ACWM.

13. ACM is “any material containing 1% or more asbestos as determined [pursuant to U.S. Environmental Protection Agency and MassDEP protocols].” 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).

14. 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).

15. 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.

THE ASBESTOS LICENSING REGULATIONS

16. The Massachusetts Department of Labor Standards (“DLS”) promulgated the Asbestos Licensing Regulations in order to implement its authority to license and regulate persons and other entities who engage in the business of asbestos abatement and related services in the Commonwealth, in order to establish minimum standards of competency to prevent occupational diseases and to protect the health and safety of people engaged in that business and the general public. *See* G.L. c. 149, §§ 6C, 6F1/2(i); 453 C.M.R. 6.01(1)-(2).

17. Among other things, the Asbestos Licensing Regulations mandate that those performing asbestos-related work—including “Asbestos Analytical Services” such as analyzing samples of air and materials to determine the presence and concentration of asbestos—possess a license or certification from DLS to do so, and set forth the requirements to obtain such a license or certification. *See, e.g.*, 453 C.M.R. 6.03(5), 6.08.

18. The Asbestos Licensing Regulations were comprehensively amended in 2021, after the events of this case, and are now found at 454 C.M.R. 28.01-.20.

FACTS

ASBESTOS VIOLATIONS AT THE MALDEN HOME

19. The Malden Home is a single-family home located at 19 Rudolf Street in Malden, Massachusetts (“Malden Home”).

20. The Malden Home is located in a densely populated residential neighborhood that has been identified as an environmental justice community.

21. ImpresAir contracted with the owner to remove all of the asbestos pipe insulation from the Malden Home basement.

22. On December 10, 2018, ImpresAir performed asbestos abatement work in the basement of the Malden Home, including the abatement of asbestos from heating.

23. Insulation that ImpresAir broke and removed from pipes in the Malden Home contained at least 30%-40% asbestos.
24. The Malden Home was occupied by its residents during ImpresAir's abatement work.
25. Among other things, the basement of the Malden Home contained children's toys, laundry, furniture, tools, and two live parrots in a cage during ImpresAir's asbestos abatement work.
26. ImpresAir failed to remove all removable objects, including the caged parrots, laundry, furniture, tools, and children's toys, from the asbestos work area and to cover all non-movable objects with plastic prior to abatement work.
27. During its abatement work, ImpresAir opened containment of the basement to the ambient air even though visible, dry, friable pieces of asbestos debris were present on the floor, a rug, on top of the boiler, and pipes in the basement.
28. ImpresAir also left visible, dry, friable pieces of asbestos debris in open bags in the basement after opening containment of the basement to the ambient air.
29. Enviro-Safe contracted to perform air sampling and a clearance inspection of ImpresAir's asbestos work area after ImpresAir finished its abatement work at the Malden Home.
30. Enviro-Safe performed air sampling for no more than approximately 15 minutes at the Malden Home.
31. Enviro-Safe failed to identify all visible debris at the work area in the Malden Home or to require ImpresAir to clean the work area until there was no visible debris there.
32. Enviro-Safe provided sampling results and an inspection clearance report to

MassDEP that stated that it had performed air sampling for 80 minutes at Malden Home and did not observe any visible debris remaining in the work area at the Malden Home.

33. After ImpresAir and Enviro-Safe completed their work and departed from the Malden Home, a resident of the Malden Home found an unsealed, unlabeled garbage bag in the work area in the basement that contained dry, friable insulation from the end of a pipe.

34. After the owner contacted ImpresAir, an employee returned to the Malden Home and carried the dry, friable pieces of asbestos debris out of the building in the rolled-up, unsealed, unlabeled bag.

35. ImpresAir and Enviro-Safe's asbestos abatement, testing, and monitoring work at the Malden Home was potentially injurious to the residents, workers, and other people inside of and around the Malden Home by risking their exposure to asbestos.

ASBESTOS VIOLATIONS AT THE WALTHAM HOME

36. The Waltham Home is a two-family residence located at 24-26 Fiske Street in Waltham, Massachusetts ("Waltham Home").

37. The Waltham Home is located in a densely populated residential neighborhood that has been identified as an environmental justice community. It is within approximately three-hundred feet of a commercial area that includes restaurants, a gas station, and a grocery store.

38. On December 11, 2018, ImpresAir performed asbestos abatement work at the Waltham Home.

39. ImpresAir's abatement work included the abatement of asbestos from pipes and a boiler in the basement of the Waltham Home. During the asbestos abatement, ImpresAir broke the boiler and pipes into pieces and removed insulation.

40. The insulation that ImpresAir removed from the boiler and pipes in the basement

of the Waltham Home contained at least 10%-40% asbestos.

41. ImpresAir failed to isolate the work area before breaking up the boiler, pipes, and insulation in the Waltham Home and instead left unsealed plastic sheets hanging loosely around the room, left other rooms in the basement open to the work area, and left an exterior bulkhead door open to the ambient air during the abatement work.

42. While some ImpresAir workers were still breaking up the asbestos-covered boiler and pipes, other ImpresAir workers opened and/or took down the partial plastic containment that they had constructed around some of the work area.

43. During its abatement work, ImpresAir failed to operate a high efficiency particulate air (“HEPA”) filter to filter the air in the work area.

44. During its abatement work, ImpresAir’s President was working in the work area without wearing a respirator or other required personal protective equipment.

45. During ImpresAir’s abatement work, dry, friable pieces of asbestos insulation debris from the boiler and pipes were present on the pipes and the boiler as well as on the floor and in open bags in the basement of the Waltham Home.

46. Enviro-Safe contracted to perform air sampling and a clearance inspection at the Waltham Home after ImpresAir completed its abatement work.

47. Enviro-Safe informed ImpresAir that no visible debris was present and that ImpresAir was cleared to take down its partial plastic containment around the work area before ImpresAir completed its abatement work and while debris was still present in the work area.

48. ImpresAir and Enviro-Safe failed to provide MassDEP with a clearance report documenting a proper clearance inspection or air sampling records from the abatement work at the Waltham Home upon request.

49. ImpresAir and Enviro-Safe's asbestos abatement, testing, and monitoring work at the Waltham Home was potentially injurious to the workers at the work area and any other people inside of and around the Waltham Home by risking their exposure to asbestos.

ASBESTOS VIOLATIONS AT THE ARLINGTON HOME

50. The Arlington Home is a two-family residence located at 32-34 Dartmouth Street in Arlington, Massachusetts ("Arlington Home").

51. The Arlington Home is located in a densely-populated residential neighborhood.

52. On November 29, 2018, ImpresAir filed a notification form with MassDEP stating that it would be performing asbestos abatement at the Arlington Home on December 12, 2018.

53. On December 12, 2018, ImpresAir did not perform asbestos abatement at the Arlington Home.

54. ImpresAir informed the owner of the Arlington Home that it had postponed the abatement work until January 2, 2019.

55. ImpresAir failed to file an amendment to its notification form with MassDEP as of December 12, 2018.

ASBESTOS VIOLATIONS AT THE BOSTON HOME

56. The Boston Home is a two-family residence located at 37 Atherton Street in Boston, Massachusetts ("Boston Home").

57. The Boston Home is located in a densely populated residential neighborhood that has been identified as an environmental justice community.

58. As of 10:23 a.m. on July 22, 2019, ImpresAir was conducting abatement work, including the abatement of asbestos insulation from pipes, in the basement of the Boston Home.

59. Enviro-Safe was not present at the Boston home at this time.

60. At this time, ImpresAir caused or allowed the presence of dry debris on pipes and in open waste bags on the floor.

61. As of this time, ImpresAir had failed to completely isolate the work area during its abatement of the asbestos insulation in the Boston Home and had instead left unsealed plastic sheets hanging loosely in some areas in the basement. ImpresAir also left the exterior bulkhead open to the ambient air during this asbestos abatement work.

62. At this time, ImpresAir workers were in the process of taking down the insufficient, unsealed plastic sheets from the work area, despite the ongoing abatement work and the presence of dry debris.

63. At this time, ImpresAir workers were cleaning pipes from which they had abated asbestos insulation without operating a HEPA filter.

64. At this time, ImpresAir workers were not wearing personal protective equipment, including at least two workers who were wearing shorts and were not wearing any shirts.

65. Enviro-Safe contracted to perform air sampling and a clearance inspection at the Boston Home.

66. Enviro-Safe provided MassDEP with air sampling results and a clearance report stating that it had performed air sampling on July 22, 2019 between 10:05 a.m. and 11:25 a.m. and that no visible debris was present in the work area at the Boston Home as of that time, even though Enviro-Safe was not present as of 10:35 a.m. and asbestos abatement work was ongoing at that time.

67. Enviro-Safe provided MassDEP with air sampling results that stated it had analyzed the air samples on July 22, 2019 to determine the concentration of asbestos fibers in the

sample.

68. As of July 22, 2019, Enviro-Safe did not possess an active certification from the Massachusetts Department of Labor Standards (“DLS”) to perform Asbestos Analytical Services such as air sample analysis.

CAUSES OF ACTION

COUNT I: VIOLATIONS OF THE CAA AND THE ASBESTOS REGULATIONS AT THE MALDEN HOME BY IMPRESAIR AND ENVIRO-SAFE

69. The Commonwealth repeats and realleges paragraphs 1 through 68 of this Complaint.

70. Pursuant to 310 C.M.R. 7.15(2), the Asbestos Regulations apply to any person engaged in asbestos abatement activities or associated activities set forth in the regulations, and to activities associated with such asbestos abatement activities, including, but not limited to, notifications, surveys, visual inspections, and recordkeeping.

71. Pursuant to 310 C.M.R. 7.15(3)(a)(1), “[n]o person shall . . . [v]iolate or cause, suffer, allow, or permit a person to violate any requirement set forth in 310 C.M.R. 7.15.”

72. Pursuant to 310 C.M.R. 7.15(3)(a)(2)-(3), “[n]o person shall . . . [c]ause, suffer, allow, or permit any asbestos abatement 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.”

73. Pursuant to 310 C.M.R. 7.00, a condition of “Air Pollution” means “the presence in the ambient air space of one or more air contaminants or combinations thereof in such concentrations and of such duration as to: (a) cause a nuisance; (b) be injurious, or be on the basis of current information, potentially injurious to human or animal life, to vegetation, or to property; or (c) unreasonably interfere with the comfortable enjoyment of life and property or the

conduct of business.

74. ImpresAir and Enviro-Safe are “persons” within the meaning of 310 C.M.R. 7.00.

75. The asbestos abatement work ImpresAir performed at the Malden Home was “asbestos abatement activity” and “renovation” within the meaning of 310 C.M.R. 7.15.

76. The materials that contained one (1) percent or greater of asbestos, including the insulation material from the boiler and associated pipes are “asbestos” and “ACM” within the meaning of 310 C.M.R. 7.15.

77. The debris and waste that the ImpresAir disturbed, abated, and left dry and exposed in the Malden Home, including the pipe insulation, are “asbestos” and “ACWM” within the meaning of 310 C.M.R. 7.15.

78. ImpresAir and Enviro-Safe violated 310 C.M.R. 7.15 or caused, suffered, allowed, or permitted violations of 310 C.M.R. 7.15 during the asbestos abatement work at the Malden Home.

79. ImpresAir’s and Enviro-Safe’s work at the Malden Home “caused or contributed to a condition of air pollution” and posed “an actual or potential threat to human health, safety, and welfare or the environment” within the meaning of 310 C.M.R. 7.00, including by causing or allowing ACM and ACWM to remain dry and uncontained while exposed to the ambient air with workers and residents in and around the building.

80. By causing, suffering, allowing, or permitting asbestos abatement activity that causes or contributes to a condition of air pollution and/or poses an actual or potential threat to human health or the environment at the Malden Home, ImpresAir and Enviro-Safe violated 310 C.M.R. 7.15(3)(a)(2) and (3).

81. Pursuant to 310 C.M.R. 7.15(1), an “Owner/Operator means any person who: (a)

has legal title, alone or with others, of a facility or dumping ground; (b) has the care, charge, or control of a facility or dumping ground, or (c) has control of an asbestos abatement activity, including but not limited to contractors and subcontractors.”

82. The Malden Home is a “facility” within the meaning of 310 C.M.R. 7.15, and the pipes and boiler where ImpresAir performed abatement activity are “facility components” within the meaning of 310 C.M.R. 7.00.

83. ImpresAir is an “Owner/Operator[s]” of the Malden Home within the meaning of 310 C.M.R. 7.15.

84. ImpresAir and Enviro-Safe are responsible for the asbestos abatement work at the Malden Home.

85. Pursuant to 310 C.M.R. 7.15(5)(b), each owner/operator of a facility or facility component must remove or encapsulate any friable ACM that has been or will be exposed or created as a result of demolition or renovation, in accordance with 310 C.M.R. 7.15(7).

86. By failing to remove and dispose of all of the ACM in the Malden Home exposed or created from ImpresAir’s abatement work, or causing, suffering, allowing, or permitting such failure, ImpresAir and Enviro-Safe violated 310 C.M.R. 7.15(5) and 7.15(3)(a)(1).

87. Pursuant to 310 C.M.R. 7.15(7)(c), any asbestos abatement work must be performed in a work area that has been properly prepared, including by removing movable objects, sealing non-movable objects, completely isolating the work area, and covering all surfaces in order to prevent the release of asbestos emissions.

88. By failing to prepare work areas by removing movable objects, covering walls and non-movable objects, and isolating work areas at the Malden Home or by causing, suffering, allowing, or permitting such failure, ImpresAir and Enviro-Safe violated 310 C.M.R. 7.15(7)(c)

and 7.15(3)(a)(1).

89. Pursuant to 310 C.M.R. 7.15(7)(e), a HEPA must be properly installed and operated in a contained work area in the manner described in the regulation.

90. By failing to use a HEPA system to filter the air in the work areas that involved asbestos during the abatement at the Malden Home or by causing, suffering, allowing, or permitting such failure, ImpresAir and Enviro-Safe violated 310 C.M.R. 7.15(7)(e) and 7.15(3)(a)(1).

91. Pursuant to 310 C.M.R. 7.15(7)(f)1, each owner/operator of a facility or facility component must adequately wet all ACM prior to removal. Once removed, ACM must be kept adequately wet until it is placed in containers pursuant to 310 C.M.R. 7.15(15)(a)-(b).

92. By failing to wet all ACM and ACWM at the Malden Home and keep it wet until it was containerized, or by causing, suffering, allowing, or permitting such failure, ImpresAir and Enviro-Safe violated 310 C.M.R. 7.15(7)(f), 7.15(15), and 7.15(3)(a)(1).

93. Pursuant to 310 C.M.R. 7.15(7)(f)3 and 7.15(15)(b), each owner/operator of a facility or facility component must promptly clean up all ACWM and place it into leak-tight containers, as described in 310 C.M.R. 7.15(7)(f)3.

94. By failing to containerize and seal all ACM and ACWM at the Malden Home or by causing, suffering, allowing, or permitting such failure, ImpresAir and Enviro-Safe violated 310 C.M.R. 7.15(7)(f), 7.15(15), and 7.15(3)(a)(1).

95. Pursuant to 310 C.M.R. 7.15(15)(c)-(d), each owner/operator of a facility or facility component must label all containers of ACWM with certain warnings and information as stated in 310 C.M.R. 7.15(15)(c)-(d).

96. By failing to label all ACWM at the Malden Home or by causing, suffering,

allowing, or permitting such failure, ImpresAir and Enviro-Safe violated 310 C.M.R. 7.15(7)(f), 7.15(15), and 7.15(3)(a)(1).

97. Pursuant to 310 C.M.R. 7.15(7)(f)4, following an asbestos abatement activity, all contaminated surfaces within the work area, including the surfaces from which ACM was removed, and all equipment and materials used, must be decontaminated, and the area shall be cleaned up to the point where there is no visible debris present.

98. By failing to decontaminate the work areas in the Building after completing asbestos abatement activity at the Malden Home or by causing, suffering, allowing, or permitting such failure, ImpresAir and Enviro-Safe violated 310 C.M.R. 7.15(7)(f) and 7.15(3)(a)(1).

99. Pursuant to 310 C.M.R. 7.15(8), an owner/operator must ensure that, upon completion of asbestos abatement activities, an asbestos project monitor inspects all surfaces in the work area for visible debris and that any visible debris found is repeatedly cleaned until there is no visible debris.

100. By failing to have a final clearance inspection that identifies all visible debris performed by an asbestos project monitor at the Malden Home or by causing, suffering, allowing, or permitting such failure, ImpresAir and Enviro-Safe violated 310 C.M.R. 7.15(8) and 7.15(3)(a)(1).

101. Pursuant to 310 C.M.R. 7.15(7)(f)5, work area barriers installed to isolate the work area must remain in place until the visual inspection required by 7.15(8) has occurred and the requirements of the inspection have been met.

102. By removing the plastic containment barriers surrounding the work area in the Malden Home prior to a visual inspection that complies with the requirements of 310 C.M.R. 7.15(8) has occurred or by causing, suffering, allowing, or permitting such removal, ImpresAir

and Enviro-Safe violated 310 C.M.R. 7.15(7)(f)(5).

103. Pursuant to 310 C.M.R. 7.15(16), all ACWM shall be containerized pursuant to 310 C.M.R. 7.15(15) prior to being transported, shall be transported in totally enclosed vehicles or containers designed, constructed, and operated to prevent spills, leaks, or emissions, and shall be transported in conformance with certain federal, state, and local regulations.

104. By taking ACWM in an unsealed, rolled up plastic bag from the work area outside to ImpresAir's vehicle or by causing, suffering, allowing, or permitting such activity, ImpresAir and Enviro-Safe violated 310 C.M.R. 7.15(16).

105. Pursuant to 310 C.M.R. 7.01(2) and 7.15(3)(h), no person shall make any false, inaccurate, incomplete, or misleading statements in any document they submit to MassDEP pursuant to the CAA or in any document they are required to keep pursuant to the CAA.

106. By submitting air sampling results and a clearance report to MassDEP that falsely, inaccurately, incompletely, and/or misleadingly stated that it performed air sampling for 80 minutes at the Malden Home and that no visible debris was present during a clearance inspection after ImpresAir completed its abatement work, Enviro-Safe violated 310 C.M.R. 7.01(2) and 7.15(3)(h).

107. Pursuant to G.L. c. 111, §§ 142A and 142B, ImpresAir and Enviro-Safe are liable for civil penalties of up to \$25,000 per day per violation and subject to appropriate injunctive relief for their CAA and Asbestos Regulations violations at the Malden Home.

COUNT II: VIOLATIONS OF THE CAA AND THE ASBESTOS REGULATIONS AT THE WALTHAM HOME BY IMPRESAIR AND ENVIRO-SAFE

108. The Commonwealth repeats and realleges paragraphs 1 through 107 of this Complaint.

109. The asbestos abatement work ImpresAir performed at the Waltham Home was

“asbestos abatement activity” and “renovation” within the meaning of 310 C.M.R. 7.15.

110. The materials that contained one (1) percent or greater of asbestos, including the insulation material from the boiler and associated pipes are “asbestos” and “ACM” within the meaning of 310 C.M.R. 7.15.

111. The debris and waste that the ImpresAir disturbed, abated, and left dry and exposed in the Waltham Home, including the pieces of boiler and associated piping and insulation, are “asbestos” and “ACWM” within the meaning of 310 C.M.R. 7.15.

112. ImpresAir and Enviro-Safe violated 310 C.M.R. 7.15 or caused, suffered, allowed, or permitted violations of 310 C.M.R. 7.15 during the asbestos abatement work at the Waltham Home.

113. ImpresAir’s and Enviro-Safe’s work at the Waltham Home “caused or contributed to a condition of air pollution” and posed “an actual or potential threat to human health, safety, and welfare or the environment” within the meaning of 310 C.M.R. 7.00, including by causing or allowing ACM and ACWM to remain dry and uncontained while exposed to the ambient air with workers and residents in and around the building.

114. By causing, suffering, allowing, or permitting asbestos abatement activity that causes or contributes to a condition of air pollution and/or poses an actual or potential threat to human health or the environment at the Waltham Home, ImpresAir and Enviro-Safe violated 310 C.M.R. 7.15(3)(a)(2) and (3).

115. The Waltham Home is a “facility” within the meaning of 310 C.M.R. 7.15, and the work area in which the ImpresAir performed abatement activity is a “facility component” within the meaning of 310 C.M.R. 7.00.

116. ImpresAir is an “Owner/Operator[s]” of the Waltham Home within the meaning

of 310 C.M.R. 7.15.

117. ImpresAir and Enviro-Safe are responsible for the asbestos abatement work at the Waltham Home.

118. By failing to remove and dispose of all of the ACM in the Waltham Home exposed or created from ImpresAir's abatement work, or causing, suffering, allowing, or permitting such failure, ImpresAir and Enviro-Safe violated 310 C.M.R. 7.15(5) and 7.15(3)(a)(1).

119. By failing to prepare work areas by removing movable objects, covering walls and non-movable objects, and isolating work areas at the Waltham Home or causing, suffering, allowing, or permitting such failure, ImpresAir and Enviro-Safe violated 310 C.M.R. 7.15(7)(c) and 7.15(3)(a)(1).

120. By failing to use a HEPA system to filter the air in the work areas during the abatement at the Waltham Home or by causing, suffering, allowing, or permitting such failure, ImpresAir and Enviro-Safe violated 310 C.M.R. 7.15(7)(e) and 7.15(3)(a)(1).

121. By failing to wet all ACM and ACWM at the Waltham Home and keep it wet until it was containerized, or by causing, suffering, allowing, or permitting such failure, ImpresAir and Enviro-Safe violated 310 C.M.R. 7.15(7)(f), 7.15(15), and 7.15(3)(a)(1).

122. By failing to containerize and seal all ACM and ACWM at the Waltham Home or by causing, suffering, allowing, or permitting such failure, ImpresAir and Enviro-Safe violated 310 C.M.R. 7.15(7)(f), 7.15(15), and 7.15(3)(a)(1).

123. By failing to label all ACWM at the Waltham Home or by causing, suffering, allowing, or permitting such failure, ImpresAir and Enviro-Safe violated 310 C.M.R. 7.15(7)(f), 7.15(15), and 7.15(3)(a)(1).

124. By failing to have a final clearance inspection that identifies all visible debris performed by an asbestos project monitor at the Waltham Home or by causing, suffering, allowing, or permitting such failure, ImpresAir and Enviro-Safe violated 310 C.M.R. 7.15(8) and 7.15(3)(a)(1).

125. By removing the plastic containment barriers surrounding the work area in the Waltham Home prior to a visual inspection that complies with the requirements of 310 C.M.R. 7.15(8) has occurred, or by causing, suffering, allowing, or permitting such removal, ImpresAir and Enviro-Safe violated 310 C.M.R. 7.15(7)(f)(5).

126. Pursuant to G.L. c. 111, §§ 142A and 142B, ImpresAir and Enviro-Safe are liable for civil penalties of up to \$25,000 per day per violation and subject to appropriate injunctive relief for their CAA and Asbestos Regulations violations at the Waltham Home.

COUNT III: VIOLATIONS OF THE CAA AND THE ASBESTOS REGULATIONS AT THE ARLINGTON HOME BY IMPRESAIR

127. The Commonwealth repeats and realleges paragraphs 1 through 126 of this Complaint.

128. Pursuant to 310 C.M.R. 7.15(6)(g), a change to the start date of asbestos abatement work shall be made on a revised notification form properly submitted to MassDEP prior to the start date for the asbestos abatement activity listed on the original notification form.

129. By failing to submit a revised notification form to MassDEP prior to December 12, 2018, the start date on the original notification form it filed for asbestos abatement work at the Arlington Home, ImpresAir violated 310 C.M.R. 7.15(6)(g).

130. Pursuant to G.L. c. 111, §§ 142A and 142B, ImpresAir is liable for civil penalties of up to \$25,000 per day per violation and subject to appropriate injunctive relief for their CAA and Asbestos Regulations violations at the Arlington Home.

COUNT IV: VIOLATIONS OF THE CAA AND THE ASBESTOS REGULATIONS AT THE BOSTON HOME BY IMPRESAIR AND ENVIRO-SAFE

131. The Commonwealth repeats and realleges paragraphs 1 through 130 of this Complaint.

132. The asbestos abatement work ImpresAir performed at the Boston Home was “asbestos abatement activity” and “renovation” within the meaning of 310 C.M.R. 7.15.

133. The materials that contained one (1) percent or greater of asbestos, including the insulation material from the pipes that ImpresAir was abating in the Boston Home, are “asbestos” and “ACM” within the meaning of 310 C.M.R. 7.15.

134. ImpresAir and Enviro-Safe violated 310 C.M.R. 7.15 or caused, suffered, allowed, or permitted violations of 310 C.M.R. 7.15 during the asbestos abatement work at the Boston Home.

135. ImpresAir’s and Enviro-Safe’s work at the Boston Home “caused or contributed to a condition of air pollution” and posed “an actual or potential threat to human health, safety, and welfare or the environment” within the meaning of 310 C.M.R. 7.00, including by causing or allowing ACM and ACWM to remain dry and uncontained while exposed to the ambient air with workers and residents in and around the building.

136. By causing, suffering, allowing, or permitting asbestos abatement activity that causes or contributes to a condition of air pollution and/or poses an actual or potential threat to human health or the environment at the Boston Home, ImpresAir and Enviro-Safe violated 310 C.M.R. 7.15(3)(a)(2) and (3).

137. The Boston Home is a “facility” within the meaning of 310 C.M.R. 7.15, and the work area in which the ImpresAir performed abatement activity is a “facility component” within the meaning of 310 C.M.R. 7.00.

138. ImpresAir is “Owner/Operator[s]” of the Boston Home within the meaning of 310 C.M.R. 7.15.

139. ImpresAir and Enviro-Safe are responsible for the asbestos abatement work at the Boston Home.

140. By failing to remove and dispose of all of the ACM in the Boston Home exposed or created from ImpresAir’s abatement work, or causing, suffering, allowing, or permitting such failure, ImpresAir and Enviro-Safe violated 310 C.M.R. 7.15(5) and 7.15(3)(a)(1).

141. By failing to prepare work areas by removing movable objects, covering walls and non-movable objects, and isolating work areas at the Boston Home or by causing, suffering, allowing, or permitting such failure, ImpresAir and Enviro-Safe violated 310 C.M.R. 7.15(7)(c) and 7.15(3)(a)(1).

142. By failing to wet all ACM and ACWM at the Boston Home and keep it wet until it was containerized, or by causing, suffering, allowing, or permitting such failure, ImpresAir and Enviro-Safe violated 310 C.M.R. 7.15(7)(f), 7.15(15), and 7.15(3)(a)(1).

143. By failing to containerize, seal, and label all ACM and ACWM at the Boston Home or by causing, suffering, allowing, or permitting such failure, ImpresAir and Enviro-Safe violated 310 C.M.R. 7.15(7)(f), 7.15(15), and 7.15(3)(a)(1).

144. By failing to decontaminate the work areas in the Building after completing asbestos abatement activity at the Malden Home or by causing, suffering, allowing, or permitting such failure, ImpresAir and Enviro-Safe violated 310 C.M.R. 7.15(7)(f) and 7.15(3)(a)(1).

145. By failing to use a HEPA system to filter the air in work areas during the abatement at the Boston Home or by causing, suffering, allowing, or permitting such failure, ImpresAir and Enviro-Safe violated 310 C.M.R. 7.15(7)(e) and 7.15(3)(a)(1).

146. By failing to have a final clearance inspection that identifies all visible debris performed by an asbestos project monitor at the Boston Home or by causing, suffering, allowing, or permitting such failure, ImpresAir and Enviro-Safe violated 310 C.M.R. 7.15(8) and 7.15(3)(a)(1).

147. By removing the plastic containment barriers surrounding the work area in the Boston Home prior to a visual inspection that complies with the requirements of 310 C.M.R. 7.15(8) has occurred, or by causing, suffering, allowing, or permitting such removal, ImpresAir and Enviro-Safe violated 310 C.M.R. 7.15(7)(f)(5).

148. By submitting air sampling results and a clearance report to MassDEP that falsely, inaccurately, incompletely, and/or misleadingly stated that it had performed air sampling on July 22, 2019 between 10:05 a.m. and 11:25 a.m. and that no visible debris was present in the work area at the Boston Home as of that time, Enviro-Safe violated 310 C.M.R. 7.01(2) and 7.15(3)(h).

149. Pursuant to G.L. c. 111, §§ 142A and 142B, ImpresAir and Enviro-Safe are liable for civil penalties of up to \$25,000 per day per violation and subject to appropriate injunctive relief for their CAA and Asbestos Regulations violations at the Boston Home.

COUNT V: VIOLATIONS OF THE ASBESTOS LICENSING REGULATIONS BY ENVIRO-SAFE

150. The Commonwealth repeats and realleges paragraphs 1 through 149 of this Complaint.

151. Analysis of air samples taken in connection with any asbestos hazard assessment, abatement project, or associated project to determine the concentration of asbestos fibers in the sample is an “Asbestos Analytical Service[]” within the meaning of 453 C.M.R. 6.02.

152. Enviro-Safe provides “Asbestos Analytical Services” within the meaning of 453

C.M.R. 6.02.

153. Pursuant to 453 C.M.R. 6.03(5), persons who provide or work at the business of providing Asbestos Analytical Services shall be duly certified pursuant to 453 C.M.R. 6.08 prior to engaging in such work and shall otherwise comply with the requirements of that section.

154. By performing asbestos analytical services, including air sample analysis from an asbestos abatement project at the Boston Home on July 22, 2019, without an active certification to perform asbestos analytical services pursuant to 453 C.M.R. 6.00, Enviro-Safe violated 453 C.M.R. 6.03(5).

155. Pursuant to 453 C.M.R. 6.08(4)(g) and 6.11(4), Asbestos Analytical Services shall maintain accurate records of all analyses performed.

156. By providing MassDEP with asbestos inspection clearance reports and sampling records from the asbestos abatement work at the Malden Home and the Boston Home that contained false, inaccurate, incomplete, and/or misleading statements, Enviro-Safe violated 453 C.M.R. 6.08(4)(g) and 6.11(4).

157. Pursuant to G.L. c. 149, §6F1/2, Enviro-Safe is subject to injunctive relief for violations of the Asbestos Licensing Regulations and any violations of such injunctive relief are punishable by a civil penalty of up to \$10,000 per day per violation.

RELIEF REQUESTED

WHEREFORE, the Commonwealth requests that this Court grant the following relief:

A. ISSUE a permanent injunction requiring the Defendants to comply with the CAA and the Asbestos Regulations;

B. ISSUE a permanent injunction requiring Enviro-Safe to comply with the Asbestos Licensing Regulations;

C. ORDER the each of the Defendants to pay to the Commonwealth civil penalties in the amount of \$25,000 dollars per day, per violation of the CAA and the Asbestos Regulations; and

D. Grant such other and further relief as it finds just and appropriate.

Respectfully Submitted,

COMMONWEALTH OF
MASSACHUSETTS,

By its attorney,

MAURA HEALEY
ATTORNEY GENERAL



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