

**ARKANSAS DEPARTMENT OF ENERGY AND ENVIRONMENT, DIVISION OF
ENVIRONMENTAL QUALITY**

IN THE MATTER OF:

AFIN: 04-02739

LIS No. 26-009

RED LINE CONTRACTORS LLC
2156 E. EMMA AVENUE
SPRINGDALE, ARKANSAS 72765

CONSENT ADMINISTRATIVE ORDER

This Consent Administrative Order (CAO) is issued pursuant to the authority delegated under the federal Clean Air Act, 42 U.S.C. § 7401 *et seq.*, and the federal regulations issued thereunder. In addition, this CAO is issued pursuant to the authority of the Arkansas Water and Air Pollution Control Act (the Act), Ark. Code Ann. § 8-4-101 *et seq.*, the Removal of Asbestos Material Act, Ark. Code Ann. § 20-27-1001 *et seq.*, Arkansas Pollution Control and Ecology Commission (APC&EC) Rule 7, APC&EC Rule 8, and APC&EC Rule 21.

The issues herein having been settled by agreement of Red Line Contractors LLC (Respondent) and the Director of the Division of Environmental Quality (DEQ), it is hereby agreed and stipulated that the following FINDINGS OF FACT and ORDER AND AGREEMENT be entered.

FINDINGS OF FACT

1. On or before December 27, 2023, Respondent, contractor, demolished or caused to be demolished a structure formerly located at 2121 Townson Avenue, Fort Smith, Sebastian County, Arkansas 72901 (the Site).

2. Ark. Code Ann. § 20-27-1007(2) and (4) provides:

It shall be unlawful for any person:

...

(2) To participate in any response action, demolition, or renovation contrary to the rules or orders issued under this subchapter or contrary to the Arkansas Water and Air Pollution Control Act, § 8-4-101 *et seq.*, and the Arkansas Solid Waste Management Act, § 8-6-201 *et seq.*, and the rules promulgated thereunder, whether or not such person is required to have a license or certificate pursuant to this subchapter;

...

(4) To violate any provision of this subchapter or any rule or order adopted or issued under this subchapter.

3. Ark. Code Ann. § 8-4-103(c)(1)(A) provides, “Any person that violates any provision of this chapter and rules, permits, or plans issued pursuant to this chapter may be assessed an administrative civil penalty not to exceed ten thousand dollars (\$10,000) per violation.”

4. Pursuant to Ark. Code Ann. § 8-4-103(c)(1)(B) as referenced by Ark. Code Ann. § 20-27-1002(a), “Each day of a continuing violation may be deemed a separate violation for purposes of penalty assessment.”

5. The structure(s) in question constitutes a “facility” as defined in APC&EC Rule 21, Chapter 4.

6. Respondent meets the definition of an “owner or operator of a demolition or renovation activity” as defined in APC&EC Rule 21, Chapter 4.

7. On December 22, 2023, DEQ received a complaint alleging demolition activities at the Site.

8. On December 27, 2023, DEQ personnel conducted a complaint investigation of the Site. During the investigation, DEQ personnel observed evidence of demolition activities, as everything, but the basement portion, had been demolished and the debris was collected into

piles. Documented in the debris at the Site were remnants of tan/brown and green/grey floor tile matching the description of asbestos containing floor tile outlined in the Asbestos Inspection Report dated April 20, 2022.

9. APC&EC Rule 21.601 states for any demolition of a facility or facility component (even if no asbestos is present), the owner or operator shall submit a written Notice of Intent (NOI) to DEQ by either hand delivery, post-marked by U.S. Postal Service, or post-marked by a commercial delivery service at least ten (10) working days before any demolition activity begins. Such notice must be accompanied by the required fee which is described in Chapter 22 of Rule 21.

10. Rule 21.606 (F) states all written NOIs shall be submitted on a form provided by DEQ shall include the following:

...

(F) Estimate of the approximate Regulated Asbestos Containing Materials (RACM) to be removed from the facility in terms of length of pipe in linear meters (linear feet), surface areas in square meters (square feet) on other facility components, or volume in cubic meters (cubic feet) if off facility components where the length or area could not be measured previously. Also, estimate the approximate amount of category I and category II nonfriable ACM in the affected part of the facility that will not be removed before demolition;

...

11. Rule 21.607 states DEQ shall review all notifications for accuracy and completeness. Notifications which are incomplete or do not otherwise meet the notification

requirements of this chapter shall:

- (A) Be returned to the owner or operator along with a Notice of Deficiency;
- (B) Be corrected and resubmitted by the owner or operator within a time frame specified by DEQ in the NOI; and
- (C) Be subject to a new notification period.

12. APC&EC Rule 21.2214 states any NOI involving demolition of a facility as described in Rule 21.601 and Rule 21.602, which contains greater than one (1) square/linear foot of asbestos-containing material (ACM) shall be accompanied by a fee of \$75.

13. During the December 27, 2023 complaint investigation, DEQ personnel requested a copy of the NOI for the Site.

14. In correspondence dated January 3, 2024, Respondent submitted a NOI for Demolition at the Site. This NOI was reviewed by DEQ personnel in accordance with Rule 21.607. During this review, it was found that Respondent failed to include ACM present in the facility at the time of demolition. Respondent failed to submit an accurate and complete written NOI and the appropriate fee to DEQ at least ten (10) working days prior to commencement of demolition activities. Such failures violate APC&EC Rule 21.601 and APC&EC Rule 21.2214 and therefore violate Ark. Code Ann. § 20-27-1007(4).

15. In correspondence dated January 29, 2024, DEQ informed Respondent of the compliance issues identified during the investigation of the Site that was conducted on December 27, 2023. This letter was intended to provide Respondent with the opportunity to review the violations and submit any additional information Respondent deemed appropriate regarding the issues.

16. In correspondence dated April 5, 2024, DEQ personnel notified Respondent that

formal enforcement action would be pursued.

17. In correspondence dated April 9, 2024, Respondent provided DEQ personnel with documents related to the Site, including two thorough asbestos inspections dated April 8, 2022, and April 20, 2022, an NOI for Renovation dated October 17, 2022, and an NOI for Demolition dated January 15, 2023. The asbestos inspections identified approximately 46,400 square feet of ACM, 19,890 square feet of which was floor tile, as well as 39,425 square feet of RACM. The asbestos inspections identified 19,890 square feet of ACM floor tile at the Site. However, DEQ's NOI database did not indicate that the NOI for Demolition was submitted and accepted.

18. In correspondence dated April 15, 2024, Respondent informed DEQ that ACM in the form of flooring was not completely removed from the Site prior to commencement of demolition activities.

ORDER AND AGREEMENT

WHEREFORE, Respondent, neither admitting nor denying the factual and legal allegations contained in this CAO, and DEQ do hereby agree and stipulate as follows:

1. Within fifteen (15) calendar days of the effective date of this CAO, Respondent shall submit an NOI for the demolition of the Site that occurred on or about December 22, 2023, along with the appropriate fees as required by Rule 21.2214.

2. Within fifteen (15) calendar days of the effective date of this CAO, Respondent shall submit documentation of the ACM waste disposal in accordance with Rule 21.1101(F).

3. Within twenty (20) calendar days of the effective date of this CAO, Respondent shall submit a compliance plan addressing how they will prevent similar occurrences as to the failure specified in Paragraph 14 of the FINDINGS OF FACT.

4. In compromise and full settlement for instances of noncompliance specified in the

FINDINGS OF FACT, Respondent agrees to pay the sum of **TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400.00)**. Payment is due within thirty (30) calendar days after the effective date of this CAO. Such payment shall be made payable to:

DEQ, Fiscal Services
5301 Northshore Drive
North Little Rock, Arkansas 72118-5317.

In the event that Respondent fails to pay the civil penalty within the prescribed time, DEQ shall be entitled to attorneys' fees and costs associated with collection.

5. All applicable submissions required by this CAO are subject to approval by DEQ. In the event of any deficiency, Respondent shall, within fifteen (15) calendar days of notification by DEQ, submit any additional information requested. Failure to respond adequately to the notice of deficiency within fifteen (15) calendar days constitutes a failure to meet a deadline and is subject to the civil penalties established in the following Paragraph.

6. Failure to meet the limits, requirements, or deadlines of this CAO or the applicable approved schedules provided for herein constitutes a violation of this CAO. If Respondent fails to meet any limits, requirements, or deadlines, Respondent shall pay, on demand, to DEQ civil penalties according to the following schedule:

- | | |
|--|----------------|
| (a) First day through the fourteenth day: | \$100 per day |
| (b) Fifteenth day through the thirtieth day: | \$500 per day |
| (c) More than thirty days: | \$1000 per day |

Stipulated penalties shall be paid within thirty (30) calendar days of receipt of DEQ's demand to Respondent for such penalties. These stipulated penalties may be imposed for delay in scheduled performance and shall be in addition to any other remedies or sanctions that may be available to DEQ by reason of Respondent's failure to comply with the requirements of this CAO. DEQ reserves its rights to collect other penalties and fines pursuant to its enforcement authority in lieu

of the stipulated penalties set forth above.

7. If any event, including, but not limited to, an occurrence of nature, causes or may cause a delay in the achievement of compliance by Respondent with the requirements or deadlines of this CAO, Respondent shall notify DEQ in writing as soon as reasonably possible after it is apparent that a delay will result, but in no case after the due dates have passed. The notification shall describe in detail the anticipated length of the delay, the precise cause of the delay, the measures being taken and to be taken to minimize the delay, and the timetable by which those measures will be implemented.

8. DEQ may grant an extension of any provision of this CAO, provided that Respondent requests such an extension in writing and provided that the delay or anticipated delay has or will be caused by circumstances beyond the control of and without the fault of Respondent. The time for performance may be extended for a reasonable period, but in no event longer than the period of delay resulting from such circumstances. The burden of proving that any delay is caused by circumstances beyond the control of and without the fault of Respondent and the length of the delay attributable to such circumstances shall rest with Respondent. Failure to notify DEQ promptly, as provided in the previous Paragraph of the ORDER AND AGREEMENT, shall be grounds for a denial of an extension.

9. This CAO is subject to public review and comment in accordance with Ark. Code Ann. § 8-4-103(d), and therefore is not effective until thirty (30) calendar days after public notice of the CAO is given. DEQ retains the right and discretion to rescind this CAO based on comments received within the thirty-day public comment period.

10. As provided by APC&EC Rule 8, this matter is subject to being reopened upon Commission initiative or in the event a petition to set aside this CAO is granted by the

Commission.

11. Nothing contained in this CAO shall relieve Respondent of any obligations imposed by any other applicable local, state, or federal laws.

12. Nothing in this CAO shall be construed as a waiver by DEQ of its enforcement authority over alleged violations not specifically addressed herein. In addition, this CAO neither exonerates Respondent from any past, present, or future conduct that is not expressly addressed herein, nor does it relieve Respondent of the responsibilities for obtaining any necessary permits.

13. By virtue of the signature appearing below, the individual represents that he or she is a Managing Member of Respondent, being duly authorized to execute and bind Respondent to the terms contained herein. Execution of this CAO by an individual other than a Managing Member of Respondent shall be accompanied by a resolution granting signature authority to that individual as duly ratified by the governing body of the entity.

SO ORDERED THIS 24 DAY OF June, 2026.

Bailey Taylor
BAILEY TAYLOR
CHIEF ADMINISTRATOR OF ENVIRONMENT AND DEQ DIRECTOR
ARKANSAS DEPARTMENT OF ENERGY & ENVIRONMENT

APPROVED AS TO FORM AND CONTENT:

RED LINE CONTRACTORS LLC

BY: [Signature] (Signature)

Tom Smith (Typed or printed name)

TITLE: Manager Member

DATE: 6/22/26