



Commonwealth of Virginia

VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

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**VIRGINIA WASTE MANAGEMENT BOARD
ENFORCEMENT ACTION - ORDER BY CONSENT
ISSUED TO
TANG'S REALTY, LLC
FOR THE
16426 Jeb Stuart Highway, Abingdon, Virginia Site
Unpermitted Facility
Incident Report ("IR") No. 2019-S-3098**

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code § 10.1-1455, between the Virginia Waste Management Board and Tang's Realty, LLC, regarding the 16426 Jeb Stuart Highway, Abingdon, Virginia Site, for the purpose of resolving violations of the Virginia Waste Management Act and the applicable regulations.

SECTION B: Definitions

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "Board" means the Virginia Waste Management Board, a permanent citizens' board of the Commonwealth of Virginia, as described in Va. Code §§ 10.1-1184 and -1401.
2. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia, as described in Va. Code § 10.1-1183.
3. "Director" means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.
4. "Facility", "Location" or "Site" means 16426 Jeb Stuart Highway, Abingdon, Virginia, in Washington County, Virginia, which is owned by Tang's Realty, LLC.
5. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 10.1-1455.

6. "Order" means this document, also known as a "Consent Order" or "Order by Consent."
7. "Regulations" or "VSWMR" means the Virginia Solid Waste Management Regulations, 9 VAC 20-81-10 *et seq.*
8. "SWRO" means the Southwest Regional Office of DEQ, located in Abingdon, Virginia.
9. "Tang's Realty" means Tang's Realty, LLC, a limited liability company authorized to do business in Virginia and its members, affiliates, partners, and subsidiaries. Tang's Realty, LLC is a "person" within the meaning of Va. Code § 10.1-1400.
10. "Va. Code" means the Code of Virginia (1950), as amended.
11. "VAC" means the Virginia Administrative Code.
12. "Virginia Waste Management Act" means Chapter 14 (§ 10.1-1400 *et seq.*) of Title 10.1 of the Va. Code. Article 2 (Va. Code §§ 10.1-1408.1 through -1413.1) of the Virginia Waste Management Act addresses Solid Waste Management.

SECTION C: Findings of Fact and Conclusions of Law

1. On March 1, 2019, DEQ SWRO staff conducted a site visit at 16426 Jeb Stuart Highway, Abingdon, Virginia. The site visit was conducted in response to a reported fire. DEQ staff arrived at the subject location and observed that a building had been demolished. There was demolition waste in the area where the building had been. Staff observed piles comprised mostly of land clearing debris actively burning. Staff observed an equipment operator placing demolition waste on one of the burning piles of land clearing debris. In talking to the equipment operator on-site, staff also determined that a second structure estimated to be approximately 720 square feet (24 x 30 ft.) had been demolished and burned previously. Staff observed that there was residue remaining in two areas where it appeared that demolition waste had been burned. There was also a pile of material containing broken brick, block and concrete that appeared to meet the exemption for clean fill. Staff spoke to the equipment operator and asked him to stop placing any more demolition debris on the burning piles of land clearing debris. DEQ staff also contacted staff at the Washington County Building Official's office, who indicated that a demolition permit had been issued for the site in February, 2019.
2. In a meeting conducted on March 12, 2019 at DEQ SWRO, Mr. Kai Tang, Owner of Tang's Realty, LLC, gave DEQ staff copies of the demolition permit issued by the Washington County, Virginia Building Official's Office and a Limited Asbestos Survey Report, dated February 22, 2019, that had been completed by a local licensed asbestos contractor prior to demolition. The report indicated that asbestos containing material (ACM), in the form of linoleum floor covering had been identified in one area of the demolished building. Mr. Tang indicated that this was an approximate 16 square ft. (4 x 4 ft.) section of flooring in a bathroom. The report also indicated that the person conducting the survey had not been able to access at least two areas in the building at the time of the limited survey, and that any identified ACM would need to be removed by licensed contractors. At the March 12, 2019 meeting, Mr. Tang indicated that the 720 square feet outbuilding burned was strictly a

wooden outbuilding, with the roof removed. Mr. Tang also provided staff with scale tickets from the Washington County Transfer Station for disposal of demolition waste. He estimated that the amount of material that was burned was approximately ten percent of the total weight of demolition debris represented by the March 1 – March 7, 2019 scale tickets (i.e. ten percent of 28.45 tons, or 2.845 tons). The cost of disposal was \$35.00 per ton. No documentation of proper disposal of the indicated ACM was provided.

3. Va. Code § 10.1-1408.1 states: “A. No person shall operate any sanitary landfill or other facility for the disposal, treatment or storage of nonhazardous solid waste without a permit from the director.”
4. Regulation 9 VAC 20-81-40 states: A. No person shall operate any sanitary landfill or other facility for the disposal, treatment, or storage of solid waste without a permit from the director. B. No person shall allow waste to be disposed of or otherwise managed on his property except in accordance with this chapter. C. It shall be the duty of all persons to dispose of or otherwise manage their solid waste in a legal manner. D. Any person who violates subsection A, B, or C of this section shall immediately cease the activity of improper management and the treatment, storage, or disposal of any additional wastes and shall initiate such removal, cleanup, or closure in place.
5. Regulation 9 VAC 20-81-620 states: A. Applicability. The additional standards contained in this section apply to the management of all asbestos-containing waste materials (ACM) generated by asbestos mills, by manufacturing, fabricating, and spraying operations, and Regulated Asbestos Containing Material (RACM) as defined by 40 CFR Part 61, Subpart M, as amended, generated in the course of demolition and renovation of installations, structures or buildings, or other waste-generating activities. These requirements do not apply to naturally occurring asbestos. All definitions included in 40 CFR Part 61, Subpart M, as amended, are hereby included by reference. B. Waste preparation for disposal. In order for asbestos-containing waste materials to be accepted at the disposal site, these materials shall meet the transporting and packaging requirements for asbestos-containing waste materials according to 40 CFR Part 61, Subpart M, as amended, which is hereby incorporated. C. Disposal of asbestos-containing waste materials. Each owner or operator of a solid waste disposal facility that receives asbestos-containing waste materials shall dispose of these materials according to the requirements of 40 CFR Part 61, Subpart M, as amended, which is hereby incorporated. In addition to the requirements of 40 CFR Part 61, Subpart M, as amended, each owner or operator of a solid waste disposal facility that receives asbestos-containing waste materials shall meet the following requirements: 1. All asbestos-containing waste materials generated in a manufacturing, fabrication, or spraying operation and all RACM generated in a demolition or renovation operation shall be disposed in a special purpose landfill or in a designated area of a sanitary landfill. Category I and Category II nonfriable ACM may be disposed in a landfill providing daily soil cover, providing that the operator is notified and other pertinent requirements of this part are met. 2. ACM may be disposed in asbestos disposal cells or units located at existing disposal facilities above the natural ground level, provided they comply with all other appropriate regulatory requirements contained in Part III (9 VAC 20-81-100 et seq.) of this chapter.
6. On March 19, 2019, DEQ staff visited the Site and verified that all of the solid waste previously documented, and any residuals, had been removed.

7. On March 22, 2019, based on the inspection, the meeting and follow-up information, the Department issued Notice of Violation No. NOV-001-0319-SW to Tang's Realty, LLC for the violations described in paragraphs C(1) and C(2) above.
8. Based on the results of the March 1, 2019 inspection, the March 12, 2019 meeting and documentation submitted at the March 12, 2019 meeting, the Board concludes that Tang's Realty, LLC has violated Va. Code § 10.1-1408.1, Regulation 9 VAC 20-81-40.A – D and Regulation 9 VAC 20-81-620, as described in paragraphs C(1) and C(2) above.

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code § 10.1-1455, the Board orders Tang's Realty, LLC, and Tang's Realty, LLC agrees to pay a civil charge of \$2,374.58 within 30 days of the effective date of the Order in settlement of the violations cited in this Order.

Payment shall be made by check, certified check, money order or cashier's check payable to the "Treasurer of Virginia," and delivered to:

Receipts Control
Department of Environmental Quality
Post Office Box 1104
Richmond, Virginia 23218

Tang's Realty, LLC shall include its Federal Employer Identification Number (FEIN) with the civil charge payment and shall indicate that the payment is being made in accordance with the requirements of this Order for deposit into the Virginia Environmental Emergency Response Fund (VEERF). If the Department has to refer collection of moneys due under this Order to the Department of Law, Tang's Realty, LLC shall be liable for attorneys' fees of 30% of the amount outstanding.

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend this Order with the consent of Tang's Realty for good cause shown by Tang's Realty, or on its own motion pursuant to the Administrative Process Act, Va. Code § 2.2-4000 *et seq.*, after notice and opportunity to be heard.
2. This Order addresses and resolves only those violations specifically identified in Section C of this Order and in NOV No. NOV-001-0319-SW, dated March 22, 2019. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility; or (3) taking subsequent action to enforce the Order.

3. For purposes of this Order and subsequent actions with respect to this Order only, Tang's Realty admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.
4. Tang's Realty consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
5. Tang's Realty declares it has received fair and due process under the Administrative Process Act and the Virginia Waste Management Act and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to modify, rewrite, amend, or enforce this Order.
6. Failure by Tang's Realty to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Tang's Realty shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other unforeseeable circumstances beyond its control and not due to a lack of good faith or diligence on its part. Tang's Realty shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Tang's Realty shall notify the DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:
 - a. the reasons for the delay or noncompliance;
 - b. the projected duration of any such delay or noncompliance;
 - c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
 - d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition above, which the parties intend to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto and any successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and Tang's Realty. Nevertheless, Tang's Realty agrees to be bound by any compliance date which precedes the effective date of this Order.
11. This Order shall continue in effect until:
 - a. The Director or his designee terminates the Order after Tang's Realty has completed all of the requirements of the Order;
 - b. Tang's Realty petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or
 - c. the Director or Board terminates the Order in his or its sole discretion upon 30 days' written notice to Tang's Realty.

Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Tang's Realty from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. Any plans, reports, schedules or specifications attached hereto or submitted by Tang's Realty and approved by the Department pursuant to this Order are incorporated into this Order. Any non-compliance with such approved documents shall be considered a violation of this Order.
13. The undersigned representative of Tang's Realty certifies that he or she is a responsible official authorized to enter into the terms and conditions of this Order and to execute and legally bind Tang's Realty to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Tang's Realty.
14. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.
15. By its signature below, Tang's Realty voluntarily agrees to the issuance of this Order.

And it is so ORDERED this 14th day of June, 2019.


Jeffrey L. Hurst, Regional Director
Department of Environmental Quality

Tang's Realty, LLC voluntarily agrees to the issuance of this Order.

Date: 5/31/19 By: [Signature], _____
(Kai Tang) (Owner)
Tang's Realty, LLC

Commonwealth of Virginia
City/County of WASHINGTON

The foregoing document was signed and acknowledged before me this 3rd day of
MAY, 2019, by KAI TANG who is
OWNER of Tang's Realty, LLC, on behalf of the company.

[Signature]
Notary Public

7747482
Registration No.

My commission expires: 08/31/21

Notary seal:

