

The documentation will be submitted annually as follows:

Covered period	Report due date
Oct. 1, 1991–Sep. 30, 1992.	Nov. 1, 1992.
Oct. 1, 1992–Sep. 30, 1993.	Nov. 1, 1993.

All support documentation and records pertinent to the violations resolved by the Conciliation Agreement and submitted to OFCCP shall be retained until the expiration of the Conciliation Agreement or consistent with regulatory requirements (41 CFR 60–3.15) whichever is later.

This Conciliation Agreement shall remain in full force and effect until such time as Kimmins is notified by OFCCP that it has met all of the terms of this Agreement or for two (2) years following its execution by the District Director, whichever comes first.

Part IV: Signatures

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Kimmins Abatement Co.
Dated: November 19, 1991.

Michael O'Brien,

*Regional Manager, Kimmins Abatement Co.,
256 3rd Street, Niagara Falls, NY 14303.*

Dated: November 20, 1991.

Mary Ellen Bentivogli,

Asst. District Director, Buffalo District Office.

Dated: November 20, 1991.

Allan Cecchini,

Compliance Officer, Buffalo District Office.

Dated: November 20, 1991.

Garland Sweeney,

District Director, Buffalo District Office.

Service Sheet

Case Name: Kimmins Abatement Corporation and Kimmins Environmental Services Corp.

Case Number: 94–OFC–20.

Title of Document: Consent Decree.

I hereby certify that on December 21, 1994 a copy of the above-entitled document was mailed to the following parties:

Laura Ann Brown,

Legal Technician.

Certified Mail

Director, Office of Administrative Appeals, U.S. Department of Labor, Room S–4309, 200 Constitution Avenue, NW, Washington, DC 20210
Robert Reich, Secretary of Labor, U.S. Department of Labor, Room S–2018, 200 Constitution Avenue, NW, Washington, DC 20210
Gretchen M. Luken, Esq., U.S. Department of Labor, Office of the

Solicitor, 200 Constitution Ave., NW, Room N–2464, Washington, DC 20210
Robert A. Doren, Esq., Flaherty Cohen Grande Randazzo Doren P.C., Suite 210, Firstmark Building, 135 Delaware Avenue, Buffalo, NY 14202
Josephine A. Greco, Esq., Offermann, Cassano, Pigott & Greco, 1776 Statler Towers, Buffalo, NY 14202–3090

Regular Mail

Office of Federal Contract Compliance Programs, U.S. Department of Labor, Room C–3325, FPB, 200 Constitution Avenue, NW, Washington, DC 20210
Associate Solicitor, Civil Rights Division, U.S. Department of Labor, Room N–2464, FPB, 200 Constitution Avenue, NW, Washington, DC 20210
Patricia M. Rodenhause, Esq., Regional Solicitor, Office of the Solicitor, U.S. Department of Labor, 201 Varick Street, Room 707, New York, NY 10014–4811

Solicitor of Labor, Office of the Solicitor, U.S. Department of Labor, Room S–2002, FPB, 200 Constitution Avenue, NW, Washington, DC 20210
Special Counsel to the Assistant Secretary of Labor, U.S. Department of Labor, Employment & Training Admin., Room N–4671, 200 Constitution Avenue, NW, Washington, DC 20210

President, Kimmins Abatement Corporation, 256 Third Street, Niagara Falls, NY 14303

Garland Sweeney, District Director, U.S. Department of Labor, Employment Standards Admin., Office of Federal Contract Compliance Programs, 6 Fountain Plaza, Suite 300, Buffalo, NY 14202

Francis Williams, Chief Executive Officer, Kimmins Environmental Services Corporation, 1501 Second Avenue, Tampa, FL 33605

Harry Anbarlian, Acting Regional Director, U.S. Department of Labor, Employment Standards Admin., Office of Federal Contract Compliance Programs, 201 Varick Street, Room 750, New York, NY 10014

[FR Doc. 95–747 Filed 1–11–95; 8:45 am]

BILLING CODE 4510–27–M

Office of Federal Contract Compliance Programs

Kimmins Industrial Service Corporation, Debarment

AGENCY: Office of Federal Contract Compliance Programs, Labor.

ACTION: Notice of Debarment, Kimmins Industrial Service Corporation.

SUMMARY: This notice advises of the debarment of Kimmins Industrial

Service Corporation (hereinafter “KISC”), as an eligible bidder on Government contracts and subcontracts and federally-assisted construction contracts and subcontracts. The debarment is effective immediately.

FOR FURTHER INFORMATION CONTACT: Annie Blackwell, Director Program Policy, Office of Federal Contract Compliance Programs, U.S. Department of Labor, 200 Constitution Ave., N.W. Room C–3325, Washington, D.C. 20210 ((202) 219–9430).

SUPPLEMENTARY INFORMATION: On December 21, 1994, pursuant to 41 CFR 60–30.31, *et seq.*, the Administrative Law Judge approved a consent decree which provides: (1) KISC is ineligible for the award of any Government contracts or subcontracts for at least 180 days, and thereafter until KISC satisfies the Deputy Assistant Secretary for Federal Contract Compliance Programs that KISC is in compliance with Executive Order 11246, as amended. A copy of the Consent Decree is attached.

Signed January 5, 1995, Washington, D.C.

Shirley J. Wilcher,

Deputy Assistant Secretary For Federal Contract Compliance Programs.

United States Department of Labor, Office of Federal Contract Compliance Programs, Plaintiff, Kimmins Abatement Corporation and Kimmins Environmental Service Corporation, Defendants; Consent Decree

[Case No. 94–OFC–20]

This Consent Decree is entered into between the Plaintiff, United States Department of Labor, Office of Federal Contract Compliance Programs (hereinafter “OFCCP”), and Defendants Kimmins Abatement Corporation (“KAC”) and Kimmins Environmental Services Corporation (“KESC”), in resolution of the Administrative Complaint filed by OFCCP pursuant to Executive Order 11246 (30 Fed. Reg. 12319), as amended by Executive Order 11375 (32 Fed. Reg. 14303) and Executive Order 12086 (43 Fed. Reg. 46501) (“Executive Order”). The Administrative Complaint alleged that Defendant violated the terms of a conciliation agreement which was executed by Defendant KAC and OFCCP and which became effective on November 20, 1991.

Part A. General Provisions

1. The record on the basis of which this consent Decree is entered shall consist of the complaint and the Consent Decree and the attachments thereto.

2. Attachment A of the Consent Decree consists of the conciliation

agreement between OFCCP and KAC which became effective on November 20, 1991.

3. This Consent Decree shall not become final until it has been signed by the Administrative Law Judge, and the effective date of the Decree shall be the date it is signed by the Administrative Law Judge.

4. This Consent Decree shall be binding upon KAC and KESC and shall have the same force and effect as an order made after a full hearing.

5. All further procedural steps to contest the binding effect of the Consent Decree, and any right to challenge or contest the obligations entered into in accordance with the agreement contained in this Decree, are waived by the parties.

6. Subject to the performance of all duties and obligations contained in this Consent Decree, all alleged violations identified in the Administrative Complaint shall be deemed fully resolved. However, nothing herein is intended to relieve Defendants from compliance with the requirements of the Executive Order, or its regulations, nor to limit OFCCP's right to review Defendants' compliance with such requirements, subject to Defendants' rights set forth in paragraph 17b of this agreement.

7. Defendants agree that there will be no retaliation of any kind against any beneficiary of this Consent Decree, or against any person who has provided information or assistance in connection with this Decree.

Part B. Jurisdiction and Procedural History

8. In its initial compliance review of KAC, OFCCP identified violations of the Executive Order 11246 and its regulation by KAC at its Niagara Falls office.

9. On November 20, 1991, OFCCP and KAC entered into a conciliation agreement.

10. The conciliation agreement required KAC to notify outreach groups of available employment opportunities. KAC failed to issue such notification.

11. In addition, the conciliation agreement obligated KAC to submit two annual reports to OFCCP so that OFCCP could monitor the company's compliance with the terms of the conciliation agreement in its Niagara Falls office. KAC failed to timely submit such reports.

Part C. Specific Provisions

1. Debarment Period

12. The Office of Administrative Law Judges shall retain jurisdiction in this

case for a period of nine (9) months from the effective date of this Consent Decree.

13. a. KAC and Kimmins Industrial Service Corporation ("KISC") agree not to bid for or enter into future Government contracts or subcontracts for a period of 180 days from the effective date of this Consent Decree.

b. ThermoCor Kimmins ("TK") agrees not to bid on federal or federally assisted demolition or asbestos abatement contracts for a period of 180 days from the effective date of this Consent Decree. It may, however, continue to bid on federal or federally assisted contracts which are for remediation of hazardous waste or contamination.

14. Notice of the debarment shall be printed in the **Federal Register**. In addition, OFCCP shall notify the Comptroller General of the United States General Accounting Office and all Federal Contracting Officers that KAC and KISC are ineligible for the award of any Government contracts or subcontracts. TK shall be ineligible for bidding on the type of contracts noted above in paragraph 13b. The notice in the **Federal Register** shall read, with respect to TK, "Limited to demolition and asbestos abatement; hazardous waste and contamination work permitted."

15. The debarment shall be lifted at the conclusion of the 180-day period if KAC, KISC and TK satisfy the Director of OFCCP that they are in compliance with the Executive Order 11246 and its implementing regulations. Such consent to lifting the debarment shall not be unreasonably withheld.

16. In order to satisfy the Director of OFCCP that they are in compliance with the Executive Order and its implementing regulations, KAC, KISC and TK must accomplish each of the following regarding the Niagara Falls, New York, office:

a. KAC, KISC and TK must agree to list all employment opportunities within the eight Western New York counties with the New York State Employment Service.

b. KAC, KISC and TK must provide timely notification to female recruitment sources when they have an employment opportunity. KAC, KISC and TK provided OFCCP with a list of female recruitment sources on December 12, 1994, in fulfillment of their obligations under the conciliation agreement. KAC, KISC and TK must contact these sources when an opening is available in the eight Western New York counties.

c. KAC, KISC and TK agree to provide five (5) successive reports to the OFCCP

Buffalo Office, 5 Foundation Plaza, Suite 300, Buffalo, New York, 14202.

Each report will include the following:

1. List for the laborer craft the number of openings in the eight Western New York counties during the reporting period.

2. List of the laborer craft the total number of applications and the number of female applications received in each reporting period within the eight Western New York counties.

3. Verification for the laborer craft that the above openings were referred to the New York State Employment Service and the female recruitment sources outlined in 16 a. and b. above in each reporting period.

4. List for the laborer craft the total number of hires and the number of female hires in each reporting period in the eight Western New York counties.

5. The reports will be due on the date specified below and will cover the periods specified. Each report will be due on the dates designated for the five successive reports.

	Period covered	Date due
First report	12/25/94-1/28/95	2/6/95
Second report	1/29/95-3/4/95	3/13/95
Third report	3/5/95-4/8/95	4/17/95
Fourth report	4/9/95-5/6/95	5/15/95
Fifth report	5/7/95-6/3/95	6/12/95

17. In order to satisfy the Director of OFCCP that it is in compliance with the Executive Order and its implementing regulations, KESC and its existing or newly created subsidiaries agree to accomplish each of the following:

a. They will not bid on a federal or federally assisted demolition or asbestos abatement contract for the period of debarment. However, it is understood that this will not preclude Kimmins Contracting Corporation from bidding or performing federal or federally assisted demolition contracts in the state of Florida. It is further understood that subsidiaries of KESC, other than KAC and KISC, will not be precluded from bidding on federal or federally assisted contracts which are for dismantling for resale or rebuilding, and not demolition or asbestos abatement.

b. Kimmins International Corporation agrees to withdraw the litigation pending before the United States District Court for the Eastern District of Virginia in Case No. 94-CV-169. The withdrawal of this lawsuit shall not be deemed to prejudice the rights of Kimmins International, KAC, KISC, TK, KESC or any of its subsidiaries to initiate future litigation alleging similar claims as those asserted in the pending

matter should OFCCP initiate enforcement proceedings against KESC or any of its existing or newly created subsidiaries after the effective date of this Consent Decree. This provision shall not, in any way, preclude the Secretary of Labor from raising any defense he deems appropriate to any newly filed litigation.

c. KESC will hire an EEO Director to assist its subsidiaries in compliance with the Executive Order and its implementing regulations. OFCCP will provide technical assistance to ensure compliance within the 180 debarment period provided herein.

d. KESC and its current and newly created subsidiaries will file five (5) successive reports with OFCCP listing all federal and federally assisted projects on which it bid and the scope of such work. The reports will be due as follows:

	Period covered	Date due
First report	12/25/94-1/28/95	2/6/95
Second report	1/29/95-3/4/95	3/13/95
Third report	3/5/95-4/8/95	4/17/95
Fourth report	4/9/95-5/6/95	5/15/95
Fifth report	5/7/95-6/3/95	6/12/95

18. The Buffalo District Office shall review each of the reports and shall determine whether there has been compliance with the terms of this Consent Decree and the terms of the Executive Order and its implementing regulations. OFCCP shall notify Defendants in writing, within ten (10) days of receipt of each report, if there is a deficiency. Defendants shall be given fifteen (15) days to rectify the deficiency. If rectified within the fifteen (15) days, such deficiency shall not be deemed a breach of this agreement. All mailing shall be done by certified mail/return receipt.

19. If OFCCP finds that there has been compliance with the terms of this Consent Decree and with the terms of the Executive Order and its implementing regulations, the debarment of KAC, KISC and TK shall be lifted and such companies shall be free to enter into future Government contracts and subcontracts. OFCCP will notify KAC, KISC and TK within ten (10) days of the last report whether they will be reinstated. Notice of the reinstatement shall be printed in the **Federal Register** and shall be made to the Comptroller General of the General Accounting Office and all Federal Contracting Officers. It is understood that OFCCP may conduct an onsite review at the Niagara Falls, New York,

office or projects in the eight Western New York countries to ensure compliance with the Consent Decree and the Executive Order. However, in no circumstances shall this review delay the determination of lifting the debarment beyond the ten (10) day period noted in this paragraph.

20. If OFCCP finds that there has not been compliance with the terms of the Consent Decree or with the terms of the Executive Order and its implementing regulations, OFCCP will notify KAC, KISC, TK and KESC within ten (10) days (after the twenty-five (25) day period noted in paragraph 18, above) that the debarment shall not be lifted and shall remain in effect until there is submission of three (3) consecutive monthly reports which demonstrate compliance with the Consent Decree, the Executive Order and its implementing regulations. KAC, KISC, TK and/or KESC may file a motion with the Administrative Law Judge for review of the Director's decision, and such companies may request a hearing at which the sole issue will be whether there has been compliance with the terms of this Consent Decree and the Executive Order and its implementing regulations.

21. Compliance, as used in this Consent Decree, shall mean that, with regard to the Niagara Falls, New York, office, KAC, KISC and TK have satisfied the provisions of Regulation 41 CFR 60-4. In addition, KAC will make a good faith effort to determine whether there were available qualified female employees within the eight Western New York countries who would have been employed as laborers as the Niagara Falls location of KAC during the period of October 1, 1991 to October 1, 1993. KAC agrees to make such employees whole for lost wages they would have received from KAC, less interim earnings, during such period had they been employed by KAC. In order to be deemed qualified to work for KAC, the employee must successfully complete the medical examination required under OSHA 1926.58 and 1910.134, successfully pass the company drug test, and shows that they had attended and successfully passed Part 763 of the Asbestos Hazard Emergency Removal Act with a grade of at least 70% and had received a state asbestos license prior to or during the period to October 1, 1991, to October 1, 1993.

Part D. Implementation and Enforcement of the Decree

22. Jurisdiction, including the authority to issue any additional orders or decrees necessary to effectuate the

implementation of the provisions of this Consent Decree, is retained by the Office of Administrative Law Judges for a period of nine (9) months from the date this Consent Decree becomes final, or until debarment is lifted, whichever is earlier. If any motion is pending before the Office of Administrative Law Judges nine (9) months from the date this Consent Decree becomes final, jurisdiction shall continue beyond nine (9) months and until such time as the pending motion is finally resolved.

23. Enforcement proceedings for violation of this Consent Decree may be initiated at any time after the 25-day period referred to in Paragraph 18 has elapsed upon filing with the Court a motion for an order of enforcement and/or sanctions. The hearing on the motion shall relate solely to the issues of the factual and legal claims made in the motion.

24. Liability for violation of this Consent Decree shall subject KAC, KISC and TK to possible sanctions set forth in the Executive Order and its implementing regulations.

25. If an application or motion for an order of enforcement or clarification indicates by signature of counsel that the application or motion is unopposed by the Plaintiff or KAC, KISC, TK and/or KESC as appropriate, the application or motion may be presented to the Court without hearing, and the proposed Order may be implemented immediately. If an application or motion is opposed by any party, the party in opposition shall file a written response within twenty (20) days of service. The Office of Administrative Law Judges may, if it deems it appropriate, schedule an oral hearing on the application or motion.

26. This Consent Decree sets forth the complete agreement reached by the parties, including the agreement that there shall be no cancellation of any federal or federally assisted contracts or debarment of any officers of the KAC, KISC, TK and KESC or its subsidiaries.

27. The Agreement, herein set forth, is hereby approved and shall constitute the final Administrative Order in this case.

It is so ordered, this 21st day of December, 1994.

George P. Morin,
Administrative Law Judge, U.S. Department of Labor.

So agreed.

On behalf of Kimmins Environmental Services Corporation.

Dated: December 13, 1994.
 Edward A. Mackowiak,
Vice President.
 On behalf of the Office of Federal Contract
 Compliance Programs.
 Thomas S. Williamson,
Solicitor of Labor.
 James D. Henry,
Associate Solicitor.
 Debra A. Millenson,
Senior Trial Attorney.

Dated: December 20, 1994.
 Gretchen M. Lucken,
*Attorney, U.S. Department of Labor, Room
 N-2464, 200 Constitution Ave., N.W.,
 Washington, DC 20210, (202) 219-5854.*

It is understood that each of the
 subsidiaries of KESC will sign this consent
 decree in its own name and such signature
 page shall be added to the consent decree.

On behalf of Kimmins Abatement
 Corporation.
 Dated December 14, 1994.
 Daniel Hoffner,
Assistant Secretary.
 On behalf of Kimmins Industrial Services
 Corporation.

Dated: December 14, 1994.
 Norman S. Dominiak,
Treasurer.
 On behalf of Thermocor Kimmins, Inc.
 Dated: December 14, 1994.
 Thomas C. Andrews,
President.

On behalf of Kimmins International.
 Dated: December 13, 1994.

Joseph M. Williams,
Secretary.
 On behalf of Kimmins Contracting
 Corporation.
 Dated: December 13, 1994.

John V. Simon, Jr.,
President.
 On behalf of Transcor Waste Services, Inc.
 Dated: December 13, 1994.

Francis M. Williams,
President.
 On behalf of Kimmins Recycling Corp.
 Charles A. Baker, Jr.

**Attachment A—Conciliation Agreement
 Between U.S. Department of Labor, Office of
 Federal Contract Compliance Programs and
 Kimmins Abatement Co., 256 3rd Street,
 Niagara Falls, New York 14303**

Part I: General Provisions

1. This Agreement is between the
 Office of Federal Contract Compliance

Programs (hereinafter OFCCP) and
 Kimmins Abatement Co. 255 3rd Street,
 Niagara Falls, New York 14303,
 (hereinafter Kimmins).

2. The violations identified in this
 Agreement were found during a
 compliance review of Kimmins which
 began on October 22, 1991 and they
 were specified in a Notice of Violation
 issued October 31, 1991. OFCCP alleges
 that Kimmins violated Executive Order
 11246, as amended, and implementing
 regulations at 41 CFR Chapter 60 due to
 the specific violations cited in Part II
 below.

3. Subject to the performance by
 Kimmins of all promises and
 representations contained herein and all
 named violations in regard to the
 compliance of Kimmins with all OFCCP
 programs will be deemed resolved.
 However, Kimmins is advised that the
 commitments contained in this
 Agreement do not preclude future
 determinations or noncompliance based
 on a finding that the commitments are
 not sufficient to achieve compliance.

4. Kimmins agrees that OFCCP may
 review compliance with this Agreement.
 As part of such review, OFCCP may
 require written reports, inspect the
 premises, interview witnesses, and
 examine and copy documents, as may
 be relevant to the matter under
 investigation and pertinent to Kimmin's
 compliance. Kimmins shall permit
 access to its premises during normal
 business hours for these purposes.

5. Nothing herein is intended to
 relieve Kimmins from the obligation to
 comply with the requirements of
 Executive Order 11246, as amended,
 and/or Section 503 of the Rehabilitation
 Act of 1973, as amended, and/or the
 Vietnam Era Veterans' Readjustment
 Assistance Act of 1974, as amended (38
 USC 2012) and implementing
 regulations, or any other equal
 employment statute or executive order
 or its implementing regulations.

6. Kimmins agrees that there will be
 no retaliation of any kind against any
 beneficiary of this Agreement or against
 any person who has provided
 information or assistance, or who files a
 complaint, or who participates in any
 manner in any proceedings under
 Executive Order 11246, as amended,
 Section 503 of the Rehabilitation Act of
 1973, as amended, and/or the Vietnam

Era Veterans' Readjustment Assistance
 Act of 1974, as amended (38 USC 2012).

7. This Agreement will be deemed to
 have been accepted by the Government
 on the date of signature by the District
 Director for OFCCP, unless the Regional
 Director, OFCP indicates otherwise
 within 45 days of the District Director's
 signature of this Agreement.

8. If, at any time in the future, OFCCP
 believes that Kimmins has violated any
 portion of this Agreement during the
 term of this Agreement, Kimmins will
 be promptly notified of that fact in
 writing. This notification will include a
 statement of the facts and circumstances
 relied upon in forming that belief. In
 addition, the notification will provide
 Kimmins with 15 days from receipt of
 the notification to respond in writing,
 except where OFCCP alleges that such
 delay would result in irreparable injury.

Enforcement proceedings for violation
 of this Agreement may be initiated at
 any time after the 15 day period has
 elapsed (or sooner, if irreparable injury
 is alleged), without issuing a Show
 Cause Notice.

Where OFCCP believes that Kimmins
 have violated this Conciliation
 Agreement, evidence regarding the
 entire scope of Kimmin's alleged
 noncompliance which gave rise to the
 Notice of Violations from which this
 Conciliation Agreement resulted, in
 addition to evidence regarding the
 Kimmin's alleged violation of the
 Conciliation Agreement, may be
 introduced at enforcement proceedings.

Liability for violation of this
 Agreement may subject Kimmins to
 sanctions set forth in Section 209 of the
 Executive Order, and/or other
 appropriate relief.

Part II: Specific Provisions

1. *Violation:* Kimmins failed to
 demonstrate good faith efforts towards
 increased female employment, as
 required by 41 CFR 60-4.3(a), 7 b, c, and
 i, in the following craft(s):

Craft	Goal (%)		Utilization (%)	
	Minority	Female	Minority	Female
Laborer	7.7	6.9	12.0	0.0

Remedy: Kimmins accomplished the following:

a. On October 22, 1991, Kimmins established and shall maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when it or its unions have employment opportunities available, and maintain a record of the organizations' responses, as required by 41 CFR 60-4.3(a) 7b.

b. On October 22, 1991, Kimmins developed and shall continuously maintain, a current file of names, addresses, and telephone numbers of each minority and female off-the-street applicant, and minority or female referral from a union, recruitment source or community organization, and what action taken with respect to each individual. If such individual was sent to a union hiring hall for referral and was not referred back to the Contractor, by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken, as required by 41 CFR 60-4.3(a) 7c.

c. On October 22, 1991, Kimmins agreed to direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving Kimmins recruitment area and employment needs, as required by 41 CFR 60-4.3(a) 7i.

2. *Violation:* Kimmins failed to maintain and submit the Minority Employment Utilization Reports (CC-257) to OFCCP and to record its employment utilization completely, accurately, and in a timely manner, as required by 41 CFR 60-1.4(b)5.

Remedy: On October 22, 1991, Kimmins began and will continue to maintain and submit Monthly Employment Utilization Reports (C-257) to OFCCP by the 5th of each month for the preceding month, and record its employment utilization completely, accurately, and in a timely manner, as required by 41 CFR 60-1.4(b)5.

Kimmins agrees to ensure that violations 1 and 2 listed above will not recur.

Part III: Reporting

Kimmins agrees to furnish ODCCP, U.S. Department of Labor, 220 Delaware Avenue, 609 Jackson Building, Buffalo, New York 14202 with the following reports:

1. Copies of letters sent to minority and female recruitment sources when it

or its unions have opportunities available and copies of the organizations responses.

2. A copy of their applicant log for minorities and females.

3. Copies of letters sent to minority/ female recruitment sources and community organizations providing notice of apprentice and training program opportunities.

4. Any other relevant documentation the contractor has to substantiate that each enumerated item in this agreement is being, and continues to be fulfilled.

The documentation will be submitted annually as follows:

Covered period	Report due date
Oct. 1, 1991-Sep. 30, 1992.	Nov. 1, 1992.
Oct. 1, 1992-Sep. 30, 1993.	Nov. 1, 1993.

All support documentation and records pertinent to the violations resolved by the Conciliation Agreement and submitted to OFCCP shall be retained until the expiration of the Conciliation Agreement or consistent with regulatory requirements (41 CFR 60-3.15) whichever is later.

This Conciliation Agreement shall remain in full force and effect until such time as Kimmins is notified by OFCCP that it has met all of the terms of this Agreement or for two (2) years following its execution by the District Director, whichever comes first.

Part IV: Signatures

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Kimmins Abatement Co.

Dated: November 19, 1991.

Michael O'Brien,

Regional Manager, Kimmins Abatement Co., 256 3rd Street, Niagara Falls, NY 14303.

Dated: November 20, 1991.

Mary Ellen Bentivogli,

Asst. District Director, Buffalo District Office.

Dated: November 20, 1991.

Allan Cecchini,

Compliance Officer, Buffalo District Office.

Dated: November 20, 1991.

Garland Sweeney,

District Director, Buffalo District Office.

Service Sheet

Case Name: Kimmins Abatement Corporation and Kimmins Environmental Services Corp.

Case Number: 94-OFC-20.

Title of Document: Consent Decree.

I hereby certify that on December 21, 1994, a copy of the above-entitled

document was mailed to the following parties:

Laura Ann Brown,

Legal Technician.

Certified Mail

Director, Office of Administrative Appeals, U.S. Department of Labor, Room S-4309, 200 Constitution Avenue, NW, Washington, DC 20210

Robert Reich, Secretary of Labor, U.S. Department of Labor, Room S-2018 200 Constitution Avenue, NW, Washington, DC 20210

Gretchen M. Luken, Esq., U.S.

Department of Labor, Office of the Solicitor, 200 Constitution Ave., NW, Room N-2464, Washington, DC 20210

Robert A. Doren, Esq., Flaherty Cohen Grande Randazzo Doren P.C., Suite 210, Firstmark Building, 135 Delaware Avenue, Buffalo, NY 14202

Josephine A. Greco, Esq., Offermann, Cassano, Pigott & Greco, 1776 Statler Towers, Buffalo, NY 14202-3090

Regular Mail

Office of Federal Contract Compliance Programs, U.S. Department of Labor, Room C-3325, FPB, 200 Constitution Avenue, NW, Washington, DC 20210

Associate Solicitor, Civil Rights Division, U.S. Department of Labor, Room N-2464, FPB, 200 Constitution Avenue, NW, Washington, DC 20210

Patricia M. Rodenhausen, Esq., Regional Solicitor, Office of the Solicitor, U.S. Department of Labor, 201 Varick Street, Room 707, New York, NY 10014-4811

Solicitor of Labor, Office of the Solicitor, U.S. Department of Labor, Room S-2002, FPB, 200 Constitution Avenue, NW, Washington, DC 20210

Special Counsel to the Assistant Secretary of Labor, U.S. Department of Labor, Employment & Training Admin., Room N-4671, 200 Constitution Avenue, NW, Washington, DC 20210

President, Kimmins Abatement Corporation, 256 Third Street, Niagara Falls, NY 14303

Garland Sweeney, District Director, U.S. Department of Labor, Employment Standards Admin., Office of Federal Contract Compliance Programs, 6 Fountain Plaza, Suite 300, Buffalo, NY 14202

Francis Williams, Chief Executive Officer, Kimmins Environmental Services Corporation, 1501 Second Avenue, Tampa, FL 33605

Harry Anbarlian, Acting Regional Director, U.S. Department of Labor, Employment Standards Admin., Office of Federal Contract Compliance

Programs, 201 Varick Street, Room 750, New York, NY 10014

[FR Doc. 95-748 Filed 1-11-95; 8:45 am]

BILLING CODE 4510-27-M

Thermocor-Kimmins, Incorporated, Debarment

AGENCY: Office of Federal Contract Compliance Programs, Labor.

ACTION: Notice of Debarment, Thermocor-Kimmins, Inc.

SUMMARY: This notice advises of the debarment of Thermocor-Kimmins, Inc. (hereinafter "Thermocor"), as an eligible bidder on Government contracts and subcontracts and federally-assisted construction contracts and subcontracts. *The debarment is limited to asbestos abatement and demolition work; Thermocor may continue to bid on remediation of hazardous waste and contaminated waste.* The debarment is effective immediately.

FOR FURTHER INFORMATION CONTACT: Annie Blackwell, Director Program Policy, Office of Federal Contract Compliance Programs, U.S. Department of Labor, 200 Constitution Ave., N.W. Room C-3325, Washington, D.C. 20210 ((202) 219-9430).

SUPPLEMENTARY INFORMATION: On December 21, 1994, pursuant to 41 CFR 60-30.31, *et seq.*, the Administrative Law Judge approved of a consent decree which provides: (1) *Thermocor is ineligible for the award of Government contracts or subcontracts for asbestos abatement or demolition work only for at least 180 days*, and thereafter until Thermocor satisfies the Deputy Assistant Secretary for Federal Contract Compliance Programs that Thermocor is in compliance with Executive Order 11246, as amended. *Thermocor will remain eligible to bid on Federal or federally-assisted contracts which are for remediation of hazardous waste or contamination.* A copy of the Consent Decree is attached.

Signed January 5, 1995, Washington, D.C.

Shirley J. Wilcher,

Deputy Assistant Secretary For Federal Contract Compliance Programs.

United States Department of Labor, Office of Federal Contract Compliance Programs, Plaintiff, Kimmins Abatement Corporation and Kimmins Environmental Service Corporation, Defendants

Consent Decree

[Case No. 94-OFC-20]

This Consent Decree is entered into between the Plaintiff, United States

Department of Labor, Office of Federal Contract Compliance Programs (hereinafter "OFCCP"), and Defendants Kimmins Abatement Corporation ("KAC") and Kimmins Environmental Services Corporation ("KESC"), in resolution of the Administrative Complaint filed by OFCCP pursuant to Executive Order 11246 (30 Fed. Reg. 12319), as amended by Executive Order 11375 (32 Fed. Reg. 14303) and Executive Order 12086 (43 Fed. Reg. 46501) ("Executive Order"). The Administrative Complaint alleged that Defendant violated the terms of a conciliation agreement which was executed by Defendant KAC and OFCCP and which became effective on November 20, 1991.

Part A. General Provisions

1. The record on the basis of which this Consent Decree is entered shall consist of the Complaint and the Consent Decree and the attachments thereto.

2. Attachment A of the Consent Decree consists of the conciliation agreement between OFCCP and KAC which became effective on November 20, 1991.

3. This Consent Decree shall not become final until it has been signed by the Administrative Law Judge, and the effective date of the Decree shall be the date it is signed by the Administrative Law Judge.

4. This Consent Decree shall be binding upon KAC and KESC and shall have the same force and effect as an order made after a full hearing.

5. All further procedural steps to contest the binding effect of the Consent Decree, and any right to challenge or contest the obligations entered into in accordance with the agreement contained in this Decree, are waived by the parties.

6. Subject to the performance of all duties and obligations contained in this Consent Decree, all alleged violations identified in the Administrative Complaint shall be deemed fully resolved. However, nothing herein is intended to relieve Defendants from compliance with the requirements of the Executive Order, or its regulations, nor to limit OFCCP's right to review Defendants' compliance with such requirements, subject to Defendants' rights set forth in paragraph 17b of this agreement.

7. Defendants agree that there will be no retaliation of any kind against any beneficiary of this Consent Decree, or against any person who has provided information or assistance in connection with this Decree.

Part B. Jurisdiction and Procedural History

8. In its initial compliance review of KAC, OFCCP identified violations of the Executive Order 11246 and its regulation by KAC at its Niagara Falls office.

9. On November 20, 1991, OFCCP and KAC entered into a conciliation agreement.

10. The conciliation agreement required KAC to notify outreach groups of available employment opportunities. KAC failed to issue such notification.

11. In addition, the conciliation agreement obligated KAC to submit two annual reports to OFCCP so that OFCCP could monitor the company's compliance with the terms of the conciliation agreement in its Niagara Falls office. KAC failed to timely submit such reports.

Part C. Specific Provisions

1. Debarment Period

12. The Office of Administrative Law Judges shall retain jurisdiction in this case for a period of nine (9) months from the effective date of this Consent Decree.

13. a. KAC and Kimmins Industrial Service Corporation ("KISC") agree not to bid for or enter into future Government contracts or subcontracts for a period of 180 days from the effective date of this Consent Decree.

b. ThermoCor Kimmins ("TK") agrees not to bid on federal or federally assisted demolition or asbestos abatement contracts for a period of 180 days from the effective date of this Consent Decree. It may, however, continue to bid on federal or federally assisted contracts which are for remediation of hazardous waste or contamination.

14. Notice of the debarment shall be printed in the **Federal Register**. In addition, OFCCP shall notify the Comptroller General of the United States General Accounting office and all Federal Contracting Officers that KAC and KISC are ineligible for the award of any Government contracts or subcontracts. TK shall be ineligible for bidding on the type of contracts noted above in paragraph 13b. The notice in the **Federal Register** shall read, with respect to TK, "Limited to demolition and asbestos abatement; hazardous waste and contamination work permitted."

15. The debarment shall be lifted at the conclusion of the 180-day period if KAC, KISC and TK satisfy the Director of OFCCP that they are in compliance with the Executive Order 11246 and its implementing regulations. Such consent