

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:

INTERNATIONAL SHIPYARD, L.L.C.

AI # 27249

PROCEEDINGS UNDER THE LOUISIANA
ENVIRONMENTAL QUALITY ACT
LA. R.S. 30:2001, ET SEQ.

* Settlement Tracking No.
* SA-HE-10-0068
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* Enforcement Tracking No.
* HE-CN-08-0359
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SETTLEMENT

The following Settlement is hereby agreed to between International Shipyard, L.L.C. ("Respondent") and the Department of Environmental Quality ("DEQ" or "the Department"), under authority granted by the Louisiana Environmental Quality Act, La. R.S. 30:2001, et seq. ("the Act").

I

Respondent is a limited liability company that owns and/or operates a shipyard that maintains and repairs a fleet of boats located in Larose, Lafourche Parish, Louisiana ("the Facility").

II

On December 24, 2008, the LDEQ issued to Respondent a Consolidated Compliance Order & Notice of Potential Penalty, Enforcement No. HE-CN-08-0359, which was based upon the following findings of fact:

The Respondent owns and/or operates a shipyard that maintains and repairs a fleet of boats owned by International Boat Rental, Inc. located at 660 Industrial Park Road in Larose, Lafourche Parish, Louisiana. The Department has assigned the EPA identification number LAR000067322 to the facility.

On or about April 17, 2008, the Department conducted an inspection that revealed the following violations:

- A. The Respondent failed to submit a Notification of Hazardous Waste Activity Form HW-1, to notify the Department of hazardous waste generation and to obtain an EPA identification number, in violation of LAC 33:V.108.G.4. Specifically, the Respondent generates hazardous waste and has not notified the Department.
- B. The Respondent failed to implement an adequate Spill Prevention, Control, and Countermeasure (SPCC) plan by failing to provide pollution containment devices that under normal operating conditions will prevent unauthorized discharges as specified in 40 CFR Part 112, in violation of LAC 33:V.4013.A. Specifically, the used oil secondary containment system is insufficient to provide the containment of used oil spills as the side walls have visible cracks and gaps.
- C. The Respondent failed to store used oil generated at the facility in containers that are in good condition and not leaking, in violation of LAC 33:V.4013.C.1-2. Specifically, one (1) 55 gallon container used to store used oil generated at the facility was leaking at the time of inspection.
- D. The Respondent failed to properly manage the release of used oil and repair or replace any leaking used oil storage containers, in violation of LAC 33:V.4013.E. Specifically, the Respondent had a spill of used oil and/or other petroleum fuel product that escaped from the inadequate secondary containment area, contaminated the ground, and was not properly remediated.
- E. The Respondent failed to determine if the solid waste generated from spent fluorescent light bulbs was a hazard, in violation of LAC 33:V.1103. Specifically,

the Respondent is disposing of spent fluorescent light bulbs into a dumpster without determining if the bulbs constitute a hazardous waste.

III

Respondent denies it committed any violations or that it is liable for any fines, forfeitures and/or penalties.

IV

Nonetheless, Respondent, without making any admission of liability under state or federal statute or regulation, agrees to pay, and the LDEQ agrees to accept, a payment in the amount of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00), of which Six Hundred Six and 09/100 Dollars (\$606.09) represents the LDEQ's enforcement costs, in settlement of the claims set forth in this agreement. The total amount of money expended by Respondent on cash payments to the LDEQ as described above, shall be considered a civil penalty for tax purposes, as required by La. R.S. 30:2050.7(E)(1).

V

Respondent further agrees that the LDEQ may consider the inspection report(s), the Consolidated Compliance Order & Notice of Potential Penalty and this Settlement for the purpose of determining compliance history in connection with any future enforcement or permitting action by the LDEQ against Respondent, and in any such action Respondent shall be estopped from objecting to the above-referenced documents being considered as proving the violations alleged herein for the sole purpose of determining Respondent's compliance history.

VI

This agreement shall be considered a final order of the Secretary for all purposes, including, but not limited to, enforcement under La. R.S. 30:2025(G)(2), and Respondent hereby waives any

right to administrative or judicial review of the terms of this agreement, except such review as may be required for interpretation of this agreement in any action by the LDEQ to enforce this agreement.

VII

This settlement is being made in the interest of settling the state's claims and avoiding for both parties the expense and effort involved in litigation or an adjudicatory hearing. In agreeing to the compromise and settlement, the Department considered the factors for issuing civil penalties set forth in La. R. S. 30:2025(E) of the Act.

VIII

The Respondent has caused a public notice advertisement to be placed in the official journal of the parish governing authority in Lafourche Parish, Louisiana. The advertisement, in form, wording, and size approved by the LDEQ, announced the availability of this settlement for public view and comment and the opportunity for a public hearing. Respondent has submitted an original proof-of-publication affidavit and an original public notice to the LDEQ and, as of the date this Settlement is executed on behalf of the LDEQ, more than forty-five (45) days have elapsed since publication of the notice.

IX

Payment is to be made within ten (10) days from notice of the Secretary's signature. If payment is not received within that time, this Agreement is voidable at the option of the Department. Payments are to be made by check, payable to the Department of Environmental Quality, and mailed or delivered to the attention of Accountant Administrator, Financial Services Division, Department of Environmental Quality, Post Office Box 4303, Baton Rouge, Louisiana, 70821-4303. Each payment shall be accompanied by a completed Settlement Payment Form (Exhibit A).

X

In consideration of the above, any claims for penalties are hereby compromised and settled in accordance with the terms of this Settlement.

XI

Each undersigned representative of the parties certifies that he or she is fully authorized to execute this Settlement Agreement on behalf of his or her respective party, and to legally bind such party to its terms and conditions.

INTERNATIONAL SHIPYARD, L.L.C.

BY: _____
(Signature)

(Print)

TITLE: _____

THUS DONE AND SIGNED in duplicate original before me this _____ day of _____, 20_____, at _____.

NOTARY PUBLIC (ID # _____)

(Print)


LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
Peggy M. Hatch, Secretary

BY: _____
Cheryl Sonnier Nolan, Assistant Secretary
Office of Environmental Compliance

THUS DONE AND SIGNED in duplicate original before me this _____ day of _____, 20_____, at Baton Rouge, Louisiana.

NOTARY PUBLIC (ID # _____)

(Print)

Preliminary Approval: 
Beau James Brock, Assistant Secretary