

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:

PENTAIR FLOW TECHNOLOGIES, LLC

AI # 80537

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

* Settlement Tracking No.
* SA-AE-17-0009
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* Enforcement Tracking No.
* AE-PP-14-01026
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SETTLEMENT

The following Settlement is hereby agreed to between Pentair Flow Technologies, LLC (“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 fiberglass tank manufacturing facility located in Denham Springs, Livingston Parish, Louisiana (“the Facility”).

II

On December 21, 2015, the Department issued to Respondent a Notice of Potential Penalty, Enforcement No. AE-PP-14-01026, which was based upon the following findings of fact:

“On or about May 14, 2014, an inspection of **Delta Environmental Division Denham Springs Facility**, a fiberglass tank manufacturing facility, owned and/or operated by **PENTAIR FLOW TECHNOLOGIES, LLC (RESPONDENT)**, was performed to determine the degree of compliance with the Louisiana Environmental Quality Act (the Act) and the Air Quality Regulations. The facility is located at 8275 Florida Boulevard in Denham Springs, Livingston Parish, Louisiana.

The facility operated under Title V Air Permit No. 1740-00014-V4 issued on April 1, 2009. The facility currently operates under Title V Air Permit No. 1740-00014-V5 issued on June 30, 2014.

While the investigation by the Louisiana Department of Environmental Quality (the Department) is not yet complete, the following violations were noted during the course of the inspection:

- A. The highest organic Hazardous Air Pollutant (HAP) content for a compliant resin or gel coat used or processed shall not exceed 38.4% by weight. During the course of the inspection, the Department reviewed a Certificate of Analysis dated July 27, 2013, from the Thermoset Resins Division of Interplastic Corporation on the analysis of a low exotherm laminating resin used by the Respondent. The analysis stated a HAP reading of 39%. This is a violation of Title V Air Permit No. 1740-00014-V4 Specific Requirement 31, LAC 33:III.501.C.4, La. R.S. 30:2057(A)(1) and 30:2057(A)(2).
- B. During the course of the inspection, the Department noted that holes cut into hoppers containing resin were not covered when not in use. This is a violation of Title V Air Permit No. 1740-00014-V4 Specific Requirement 17, LAC 33:III.2113.A.2, LAC 33:III.501.C.4, La. R.S. 30:2057(A)(1) and 30:2057(A)(2). By the completion of the inspection, new covers were cut and placed over all open hoppers.”

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 Department agrees to accept, a payment in the amount of ONE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$1,700.00), of which Seven Hundred Ninety-Two and 77/100 Dollars (\$792.77) represents the Department’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 Department 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 Department may consider the inspection report(s), the 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 Department 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 Department 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

As required by law, the Department has submitted this Settlement Agreement to the Louisiana Attorney General for approval or rejection. The Attorney General's concurrence is appended to this Settlement Agreement.

IX

The Respondent has caused a public notice advertisement to be placed in the official journal of the parish governing authority in Livingston Parish, Louisiana. The advertisement, in form and wording approved by the Department, 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 Department and, as of the date this Settlement is executed on behalf of the Department, more than forty-five (45) days have elapsed since publication of the notice.

X

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).

XI

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

XII

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.


PENTAIR FLOW TECHNOLOGIES, LLC

BY: 
(Signature)

D Brian Kuebler
(Printed)

TITLE: Operations Manager

THUS DONE AND SIGNED in duplicate original before me this 15th day of August, 20 17, at Denham Springs LA


NOTARY PUBLIC (ID # 15532)

Charla W. Fletcher
Notary Public
LA Notary #15532
Commission is for Life


(stamped or printed)

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY

Chuck Carr Brown, Ph.D., Secretary

BY: 
Lourdes Iturralde, Assistant Secretary
Office of Environmental Compliance

THUS DONE AND SIGNED in duplicate original before me this 20th day of Oct, 20 17, at Baton Rouge, Louisiana.


NOTARY PUBLIC (ID # 19186)

Perry Theriot
(stamped or printed)

Approved: 
Lourdes Iturralde, Assistant Secretary