

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:

FIBERGLASS SOLUTIONS, L.L.C.

AI # 152632

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

* Settlement Tracking No.
* SA-HE-10-0034
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* Enforcement Tracking No.
* HE-CN-09-0533
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SETTLEMENT

The following Settlement is hereby agreed to between Fiberglass Solutions, 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 previously owned and/or operated a fiberglass tank fabrication facility located in Harvey, Jefferson Parish, Louisiana (“the Facility”).

II

On December 23, 2009, the Department issued to Respondent a Consolidated Compliance Order & Notice of Potential Penalty, Enforcement No. HE-CN-09-0533, which was based upon the following findings of fact:

The Respondent owns and/or operates a fiberglass tank fabrication facility located at 2800 Peters Road in Harvey, Jefferson Parish, Louisiana. The facility moved from the site located at III WPA Road in Belle Chasse, Louisiana in early 2008 and started operating at the current location in March of 2008. The facility is registered with the Department as a small quantity generator of hazardous waste and has been assigned EPA identification number LAR000068304.

On or about March 18, 2009, a representative of the Department performed an inspection of the facility and noted the following:

- A. The Respondent failed to notify the Office of Environmental Services within seven (7) days if any of the information submitted in the application for the identification number changes, in violation of LAC 33:V.1105.B. Specifically, the Respondent failed to notify the department that the facility had changed location. This violation was addressed at the time of the inspection.
- B. The Respondent failed to clearly mark a 55-gallon container of hazardous waste spent acetone with the date upon which accumulation of waste began, as required by LAC 33:V.1109.E.1.c, in violation of LAC 33:V.1109.E.7.c.
- C. The Respondent failed to clearly mark two (2) 55-gallon containers of hazardous waste spent acetone with the words "Hazardous Waste", as required by LAC 33:V.1109.E.1.d, in violation of LAC 33:V.1109.E.7.c.
- D. The Respondent failed to keep one (1) 55-gallon container of hazardous waste spent acetone closed during storage, as required by LAC 33:V.2107, in violation of LAC 33:V.1109.E.7.a.
- E. The Respondent transported fourteen (14) 55-gallon containers of hazardous waste spent acetone from the previous facility location to the current facility location without preparing a hazardous waste manifest, in violation of LAC 33:V.1107.A.1.
- F. The Respondent received fourteen (14) 55-gallon containers of hazardous waste spent acetone from the previous facility location without first obtaining interim status or a standard permit, in violation of LAC 33:V.303.B.

- G. The Respondent failed to include an active EPA identification number on two (2) hazardous waste manifests, in violation of LAC 33:V.1107.B.1.a. Specifically, the manifests displayed the identification number assigned to the previous facility location.
- H. The Respondent failed to have an employee trained to coordinate all emergency response measures as specified in LAC 33:V.1109.E.7.d.iv, in violation of LAC 33:V.1109.E.7.d.i.
- I. The Respondent failed to train employees in proper waste handling and emergency procedures relevant to their responsibilities during normal facility operations and emergencies, in violation of LAC 33:V.1109.E.7.d.iii.

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 FIVE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$5,700.00), of which One Thousand Nine Hundred Forty-four and 68/100 Dollars (\$1,944.68) 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 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 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 LSA- 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 Jefferson Parish, Louisiana. The advertisement, in form, wording, and size 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.

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.

FIBERGLASS SOLUTIONS, L.L.C.

BY: Chris Sunkard
(Signature)

CHRIS SUNKARD
(Printed)

TITLE: MANAGER

THUS DONE AND SIGNED in duplicate original before me this 21ST day of APRIL, 20 11, at SENECA, MD.

Dianna J. Blauert
NOTARY PUBLIC (ID # 09690070)



DIANNA J. BLAUERT
My Commission Expires
April 3, 2013
Newton County
Commission #09690070

(stamped or printed)

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
Peggy M. Hatch Secretary

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

THUS DONE AND SIGNED in duplicate original before me this 25th day of August, 20 11, at Baton Rouge, Louisiana.

Debra King
NOTARY PUBLIC (ID # 20590)
Bar Roll #

File Commission

Debra King
(stamped or printed)

Approved: Cheryl Sonnier Nolan
Cheryl Sonnier Nolan, Assistant Secretary