

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:

DEMOLITION DOCTOR &
CONSTRUCTION LLC

AI # 216572, 216717, 216721

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

* Settlement Tracking No.
* SA-MM-24-0053
*
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* Enforcement Tracking No.
* MM-PP-20-00486
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SETTLEMENT AGREEMENT

The following Settlement Agreement is hereby agreed to between Demolition Doctor & Construction 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 demolition company located in Lafayette, Lafayette Parish, Louisiana (“the Facility”).

II

On December 23, 2020, the Department issued to Respondent a Notice of Potential Penalty, Enforcement Tracking No. MM-PP-20-00486 (Exhibit 1).

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 TWENTY-ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$21,500.00), of which Three Thousand Eight Hundred Ten and 83/100 Dollars (\$3,810.83) represents the Department's enforcement costs, in settlement of the claims set forth in this Settlement 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 Agreement 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 Settlement 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 Settlement Agreement in any action by the Department to enforce this Settlement Agreement.

VII

This Settlement Agreement 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 Agreement, 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 Lafayette Parish, Louisiana. The advertisement, in form and wording approved by the Department, announced the availability of this Settlement Agreement 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 Agreement 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 thirty (30) days from notice of the Secretary's signature. If payment is not received within that time, this Settlement Agreement is voidable at the option of the Department. The Respondent shall provide its tax identification number when submitting payment. 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 attached hereto.

XI

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

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.

**DEMOLITION DOCTOR &
CONSTRUCTION LLC**

BY: _____
(Signature)

(Printed)

TITLE: _____

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

NOTARY PUBLIC (ID # _____)

(stamped or printed)

**LOUISIANA DEPARTMENT OF
ENVIRONMENTAL QUALITY**
Aurelia S. Giacometto, Secretary

BY: _____
Jerrie "Jerry" Lang, 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 # _____)

(stamped or printed)

Approved: 
Jerrie "Jerry" Lang, Assistant Secretary

JOHN BEL EDWARDS
GOVERNOR



CHUCK CARR BROWN, Ph.D.
SECRETARY

State of Louisiana
DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF ENVIRONMENTAL COMPLIANCE

DEC 23 2020

CERTIFIED MAIL (7019 2970 0000 6037 4012)
RETURN RECEIPT REQUESTED



DEMOLITION DOCTOR & CONSTRUCTION LLC
c/o Troy LeBlanc
Agent for Service of Process
1619 Carmel Drive
Lafayette, LA 70501

**RE: NOTICE OF POTENTIAL PENALTY
ENFORCEMENT TRACKING NO. MM-PP-20-00486
AGENCY INTEREST NOS. 216572; 216717; 216721**

Dear Sir:

DEMOLITION DOCTOR & CONSTRUCTION LLC (RESPONDENT) owns and/or operates a demolition company, located at 901 Lake Martin Road in Lafayette, Lafayette Parish, Louisiana (Agency Interest No. 216721). The Respondent was contracted by Brooks Bernard, owner of the property formerly occupied by Cypress Tree Inn (the Site; Agency Interest No. 216572), located at 2503 SE Evangeline Throughway in Lafayette, Lafayette Parish, Louisiana, to perform demolition activities at the Site. The Respondent is not recognized by the Louisiana State Licensing Board for Contractors to perform asbestos abatement. The Respondent is registered as a solid waste transporter with the Louisiana Department of Environmental Quality (the Department) and operates under solid waste transporter number T-055-14216.

On or about March 26, 2019, the Department received a citizen's complaint, incident no. 190284, alleging that demolition debris at the Site was not dampened and plumes of dust affected visibility on United States Highway 90.

At the time of an inspection on or about April 2, 2020, debris piles and roll-off boxes containing debris were observed and four (4) structures remained onsite. Brooks Bernard provided the Department's inspector a Phase I Environmental Site Assessment (ESA) report; however, asbestos was not considered or evaluated as part of the ESA performed in August 2018. Brooks Bernard stated that he was unaware that asbestos considerations were not made as part of the ESA. Brooks Bernard also stated that he did not hire an accredited asbestos inspector to perform an inspection prior to demolition. Troy LeBlanc, a representative of the Respondent, stated he was unaware that Brooks Bernard did not hire an accredited asbestos inspector to perform an inspection prior to demolition, and he did not take any additional steps to consider or evaluate the buildings for asbestos prior to demolition. Troy LeBlanc also stated that he

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conducted the demolition activities at the Site. Troy LeBlanc is not an accredited asbestos inspector, worker, or contractor/supervisor. Additionally, the Department has no record of receiving an Asbestos Notification of Demolition and Renovation and Asbestos Contaminated Debris Activity Form (AAC-2) prior to demolition at the Site. According to LAC 33:III.5151.F.1.d, if a facility is demolished prior to an asbestos inspection or notification, then all the debris located at the site is categorized as asbestos-contaminated debris (ACD), which contains regulated asbestos-containing material (RACM) unless the owner/operator affirmatively demonstrates there is no asbestos-containing material (ACM) in the debris. Under these circumstances, the Department has determined the demolition debris located on the Site to be ACD.

Troy LeBlanc stated some debris was hauled off by Acadiana Waste Services and Deep South Containers. Additionally, some debris was transported from the Site to Mudbugz Mudpark (Agency Interest No. 216717) located at 1099 Lake Martin Road in Lafayette, Lafayette Parish, Louisiana for use in filling low areas on the property and creating roads. Troy LeBlanc stated that he sold or gave away air conditioning units, electrical panel boxes, fuses, and furniture. Troy LeBlanc is the manager of Demolition Doctor & Construction LLC and a member of Mudbugz Mudpark, LLC. Troy LeBlanc also hauled scrap metal to Louisiana Scrap Metal.

On April 3, 2019, Brooks Bernard contacted the Department's inspector and stated that Hydro-Environmental Technology, Inc. was contracted to take samples from the four (4) structures that remained onsite. On April 12, 2019, a representative of Hydro-Environmental Technology, Inc. contacted the Department's inspector and stated that the results from the asbestos sampling on April 3, 2019 indicated that the remaining structures contained asbestos content greater than 1%. Asbestos Tech, Inc. was contracted to complete the demolition of the remaining structures at the Site.

On April 12, 2019, the Department's inspector informed Troy LeBlanc and Brooks Bernard of the sampling results. Troy LeBlanc provided the Department's inspector receipts and invoices pertaining to the debris that was removed from the Site prior to the Department's investigation.

AAC-2(a)s dated April 26, May 20, June 6, June 20, and July 29, 2019, were submitted to the Department by Asbestos Tech, Inc. The Department issued a total of twenty-four (24) Asbestos Disposal Verification Forms (ADVF) for this Site. According to the aforementioned AAC-2(a)s, the ACM was transported to Reliable Landfill, a Recognized Asbestos Landfill (RAL). All ADVFs were returned to the Department.

A follow-up inspection conducted on or about August 16, 2019, verified there was no remaining ACD at the Site.

On or about April 2, 2019 and August 16, 2019, the Department conducted inspections at the above referenced Site in response to a citizen's complaint to determine the degree of compliance with the Act and the supporting regulations. While the investigation by the Department is not yet complete, the following violations were noted during the course of the inspections:

- A. The Respondent caused and/or allowed the unauthorized disposal of solid waste, in violation of La. R.S. 30:2155 and LAC 33:VII.315.C. Specifically, during the April 2, 2019 inspection, Troy LeBlanc stated he transported solid waste from the Site to

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Mudbugz Mudpark for use in filling low areas on the property and creating roads. The solid waste included but was not limited to ACD. On or about May 6, 2019, the Department observed approximately nine (9) piles of solid waste at Mudbugz Mudpark. Mudbugz Mudpark is not an authorized solid waste disposal facility. The solid waste was removed from Mudbugz Mudpark and transported to Reliable Landfill, an RAL, as verified by ADVFs. A follow up inspection conducted on or about May 15, 2019 revealed no solid waste remaining at Mudbugz Mudpark.

- B. The Respondent failed to notify the Office of Environmental Services, within thirty (30) days, of its activities as a solid waste transporter, in violation of LAC 33:VII.401.A. Specifically, during the April 2, 2019 inspection, Troy LeBlanc stated he transported solid waste from the Site to Mudbugz Mudpark for use in filling low areas on the property and creating roads. At the time of the April 2, 2019 inspection, the Respondent was not an authorized solid waste transporter. On April 26, 2019, Troy LeBlanc, on behalf of the Respondent, submitted to the Department a Solid Waste Notification Form. On May 1, 2019, the Department approved the Solid Waste Notification Form, authorizing the Respondent to transport solid waste.
- C. The Respondent transported solid waste to a facility not permitted to receive such waste, in violation of LAC 33:VII.505.D. Specifically, during the April 2, 2019 inspection, Troy LeBlanc stated he transported solid waste from the Site to Mudbugz Mudpark for use in filling low areas on the property and creating roads. On or about May 6, 2019, the Department observed approximately nine (9) piles of solid waste at Mudbugz Mudpark. Mudbugz Mudpark is not an authorized solid waste disposal facility. The solid waste was removed from Mudbugz Mudpark and transported to Reliable Landfill, an RAL, as verified by ADVFs. A follow up inspection conducted on or about May 15, 2019 revealed no solid waste remaining at Mudbugz Mudpark.
- D. Prior to the commencement of demolition activity, the Respondent must either assume RACM is present or thoroughly inspect the affected site for the presence of asbestos. According to the Department's inspection on April 2, 2019, Troy LeBlanc stated that the Site did not have an asbestos inspection conducted before demolition began at the Site. Failure to thoroughly inspect the Site prior to conducting demolition activities or assume RACM is present is a violation of LAC 33:III.5151.F.1 and La. R.S. 30:2057(A)(2).
- E. The Respondent failed to provide the Office of Environmental Services with typed notice of intention to demolish using the latest version of Form AAC-2 and applicable fees prior to this demolition activity. The Department has no record of receiving a Form AAC-2 and applicable fees prior to demolition of structures at the Site. Failure to submit an AAC-2 Form and applicable fees prior to a demolition is a violation of LAC 33:III.5151.F.2.a and La. R.S. 30:2057(A)(2).
- F. The Respondent is not registered with Louisiana State Licensing Board for Contractors to perform asbestos abatement; however, the Respondent performed the demolition at the Site. The Respondent performed a demolition and failed to comply with the applicable requirements of the Louisiana State Licensing Board for Contractors to perform asbestos abatement which is a violation of LAC 33:III.5151.F.1.h and La. R.S. 30:2057(A)(2).
- G. The Respondent failed to ensure during a demolition activity that at least one (1) asbestos contractor/supervisor trained and accredited in accordance with Subsection P

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of LAC 33:III.5151 is physically present. Specifically, Troy LeBlanc performed the demolition, but he is not trained or accredited as an asbestos contractor/supervisor. This is a violation of LAC 33:III.5151.F.3.h.i, LAC 33:III.5151.F.3.h.iii, and La. R.S. 30:2057(A)(2).

Pursuant to La. R.S. 30:2050.3(B), you are hereby notified that the issuance of a penalty assessment is being considered for the violation(s) described herein. Written comments may be filed regarding the violation(s) and the contemplated penalty. If you elect to submit comments, it is requested that they be submitted within ten (10) days of receipt of this notice.

Prior to the issuance of any additional appropriate enforcement action, you may request a meeting with the Department to present any mitigating circumstances concerning the violation(s). If you would like to have such a meeting, please contact William Heintz at (225) 219-9782 or William.Heintz@la.gov within ten (10) days of receipt of this **NOTICE OF POTENTIAL PENALTY**.

The Department is required by La. R.S. 30:2025(E)(3)(a) to consider the gross revenues of the Respondent and the monetary benefits of noncompliance in order to determine whether a penalty will be assessed and the amount of such penalty. Please forward the Respondent's most current annual gross revenue statement along with a statement of the monetary benefits of noncompliance for the cited violations to the above named contact person within ten (10) days of receipt of this **NOTICE OF POTENTIAL PENALTY**. Include with your statement of monetary benefits the method(s) you utilized to arrive at the sum. If you assert that no monetary benefits have been gained, you are to fully justify this statement. If the Respondent chooses not to submit the requested most current annual gross revenues statement within ten (10) days, it will be viewed by the Department as an admission that the Respondent has the ability to pay the statutory maximum penalty as outlined in La. R.S. 30:2025.

For each violation described herein, the Department reserves the right to seek civil penalties and the right to seek compliance with its rules and regulations in any manner allowed by law, and nothing herein shall be construed to preclude the right to seek such penalties and compliance.

The Department assesses civil penalties based on LAC 33:I,Subpart1,Chapter 7. To expedite closure of this **NOTICE OF POTENTIAL PENALTY**, the Respondent may offer a settlement amount to resolve any claim for civil penalties for the violation(s) described herein. The Respondent may offer a settlement amount, but the Department is under no obligation to enter into settlement negotiations. The decision to proceed with a settlement is at the discretion of the Department. The settlement offer amount may be entered on the attached "**NOTICE OF POTENTIAL PENALTY REQUEST TO SETTLE**" form. The Respondent must include a justification of the offer. **DO NOT** submit payment of the offer amount with the form. The Department will review the settlement offer and notify the Respondent as to whether the offer is or is not accepted.

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To reduce document handling, please refer to the Enforcement Tracking Number and Agency Interest Number on the front of this document on all correspondence in response to this action.

Sincerely,



Lourdes Iturralde

Assistant Secretary

Office of Environmental Compliance

LI/WJH/jdd

Alt ID No. N/A

**LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF ENVIRONMENTAL COMPLIANCE
ENFORCEMENT DIVISION
POST OFFICE BOX 4312
BATON ROUGE, LOUISIANA 70821-4312**



**NOTICE OF POTENTIAL PENALTY
REQUEST TO SETTLE (OPTIONAL)**

Enforcement Tracking No.	MM-PP-20-00486	Contact Name	William Heintz
Agency Interest (AI) No.	216572; 216717; 216721	Contact Phone No.	(225) 219-9782
Alternate ID No.	N/A		
Respondent:	DEMOLITION DOCTOR & CONSTRUCTION LLC	Facility Name:	Cypress Tree Inn
	c/o Troy LeBlanc Agent for Service of Process	Physical Location:	2503 SE Evangeline Thruway
	1619 Carmel Drive	City, State, Zip:	Lafayette, LA, 70508
	Lafayette, LA 70501	Parish:	Lafayette

SETTLEMENT OFFER (OPTIONAL)

(check the applicable option)

<input type="checkbox"/>	The Respondent is not interested in entering into settlement negotiations with the Department with the understanding that the Department has the right to assess civil penalties based on LAC 33:1.Subpart1.Chapter7.
<input type="checkbox"/>	In order to resolve any claim for civil penalties for the violations in NOTICE OF POTENTIAL PENALTY (MM-PP-20-00486), the Respondent is interested in entering into settlement negotiations with the Department and would like to set up a meeting to discuss settlement procedures.
<input type="checkbox"/>	In order to resolve any claim for civil penalties for the violations in NOTICE OF POTENTIAL PENALTY (MM-PP-20-00486), the Respondent is interested in entering into settlement negotiations with the Department and offers to pay \$ _____ which shall include LDEQ enforcement costs and any monetary benefit of non-compliance. <ul style="list-style-type: none"> • Monetary component = \$ _____ • Beneficial Environmental Project (BEP) component (optional)= \$ _____ • DO NOT SUBMIT PAYMENT OF THE OFFER WITH THIS FORM- the Department will review the settlement offer and notify the Respondent as to whether the offer is or is not accepted.
<input type="checkbox"/>	The Respondent has reviewed the violations noted in NOTICE OF POTENTIAL PENALTY (MM-PP-20-00486) and has attached a justification of its offer and a description of any BEPs if included in settlement offer.

CERTIFICATION STATEMENT

I certify, under provisions in Louisiana and United States law that provide criminal penalties for false statements, that based on information and belief formed after reasonable inquiry, the statements and information attached and the compliance statement above, are true, accurate, and complete. I also certify that I do not owe outstanding fees or penalties to the Department for this facility or any other facility I own or operate. I further certify that I am either the Respondent or an authorized representative of the Respondent.

Respondent's Signature	Respondent's Printed Name	Respondent's Title
Respondent's Physical Address	Respondent's Phone #	Date

MAIL COMPLETED DOCUMENT TO THE ADDRESS BELOW:

Louisiana Department of Environmental Quality
Office of Environmental Compliance
Enforcement Division
P.O. Box 4312
Baton Rouge, LA 70821
Attn: William Heintz