STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:	*	**Settlement Tracking No.**
	*	**SA-HE-12-0049**
DELTECH CORPORATION	*	
	*	**Enforcement Tracking No.**
AI # 248	*	**HE-CN-10-00410**
	*	
PROCEEDINGS UNDER THE LOUISIANA ENVIRONMENTAL QUALITY ACT LA. R.S. 30:2001, ET SEQ.	*	**Docket No. 2011-19228-EQ**

SETTLEMENT

The following Settlement is hereby agreed to between Deltech Corporation ("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 corporation that owns and/or operates a chemical production facility located in Baton Rouge, East Baton Rouge Parish, Louisiana ("the Facility").

II

On September 29, 2010, the Department issued to Respondent a Consolidated Compliance Order & Notice of Potential Penalty, Enforcement No. HE-CN-10-00410, which was based upon the following findings of fact:

The Respondent owns and/or operates a chemical production facility known to the Department as Deltech Corporation. The facility is located at 11911 Scenic Highway, Baton Rouge, East Baton Rouge Parish, Louisiana. The facility has notified the Department as a large quantity

generator of hazardous waste and operates under the EPA facility identification number LAD008188583.

On or about January 20, 2010, the Department conducted an inspection to assess the facility's compliance with the Hazardous Waste Regulations. The inspection revealed the following violations:

A. The Respondent failed to provide adequate aisle space for containers of hazardous waste as specified in LAC 33:V.1511.F, in violation of LAC 33:V.1109.E.1.a.i. Specifically, the Respondent failed to provide adequate aisle space for approximately ninety-one (91), 55-gallon containers of hazardous waste stored within the less than ninety (90) day container storage area located on the southeast side of the main building and that would allow for unobstructed movement of personnel, fire protection equipment, and decontamination equipment in the event of an emergency. The Respondent corrected the violation as documented in email correspondence submitted to the Department on February 23, 2010.

B. The Respondent failed to conduct weekly inspections of the less than ninety (90) day hazardous waste container storage area and the container stored therein in accordance with LAC 33:V.2109.A, in violation of LAC 33:V.1109.E.1.a.i. Specifically, the Respondent did not transfer a full, 55-gallon container of hazardous waste marked with an accumulation start date of December 22, 2009, to the designated less than ninety (90) day storage area. Therefore, the full container of hazardous waste was subject to the container storage area weekly inspection requirement.

C. The Respondent failed to provide facility hazardous waste personnel with an annual review of the initial training required under LAC 33:V.1515.A, in violation of LAC 33:V.1109.E.1.e. The Respondent corrected the violation by performing the requisite hazardous waste training as documented in records faxed to the Department on March 12, 2010.

D. The Respondent failed to have its waste minimization plan certified by a Louisiana-certified professional engineer, in violation of LAC 33:V.2245.J

E. The Respondent failed to store used lamps, managed under LAC 33:V.3809, in a structurally sound container sufficient to prevent breakage in violation of LAC 33:V.3821.D.1. Specifically, universal waste lamps were stored in an open cardboard container on a warehouse storage rack. The Respondent was also cited for this violation in a Notice of Corrected Deficiency issued to the Respondent on February 11, 2008, as a result of the previous hazardous waste compliance inspection conducted by the Department on or about December 19, 2007.

F. The Respondent failed to demonstrate the length of time that universal waste had accumulated onsite following the date it became a universal waste, in violation of

LAC 33:V.3825.C. Specifically, the Respondent failed to demonstrate the length of time universal waste lamps and universal waste batteries stored within the universal waste storage areas had been accumulated onsite. The Respondent was also cited for this violation in a Notice of Corrected Deficiency issued to the Respondent on February 11, 2008, as a result of the previous hazardous waste compliance inspection conducted by the Department on or about December 19, 2007.

G. The Respondent failed to clearly mark or label containers storing used oil with the words "Used Oil," in violation of LAC 33:V.4013.D.1. Specifically, the Respondent failed to label two (2) 55-gallon containers storing used oil, with the words "Used Oil." The Respondent corrected the violation as documented in email correspondence submitted to the Department on February 23, 2010.

III

In response to the Consolidated Compliance Order & Notice of Potential Penalty, Respondent made a timely request for a hearing.

IV

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

V

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 FIVE HUNDRED AND NO/100 DOLLARS ($5,500.00), of which Five Hundred Six and 44/100 Dollars ($506.44) 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).

VI

Respondent further agrees that the Department may consider the inspection report, 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.

VII

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.

VIII

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.

IX

The Respondent has caused a public notice advertisement to be placed in the official journal of the parish governing authority in East Baton Rouge 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.

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 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.

DELTECH CORPORATION

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
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 # _____)

_____
(stamped or printed)

Approved: _____
Cheryl Sonnier Nolan, Assistant Secretary