STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:	*	**Settlement Tracking No.**
	*	**SA-WE-16-00012**
LAFARGE NORTH AMERICA, INC.	*	
	*	**Enforcement Tracking No.**
AI # 84204	*	**WE-CN-12-00480**
	*	
PROCEEDINGS UNDER THE LOUISIANA ENVIRONMENTAL QUALITY ACT LA. R.S. 30:2001, ET SEQ.	* * *	

SETTLEMENT

The following Settlement is hereby agreed to between Lafarge North America Inc. ("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 sand and gravel extraction facility located in St. Tammany Parish, Louisiana ("the Facility").

II

On September 5, 2013, the Department issued to Respondent a Consolidated Compliance Order & Notice of Potential Penalty, Enforcement No. **WE-CN-12-00480**, which was based upon the following findings of fact:

"The Respondent owns and/or operates a sand and gravel extraction facility located at 301334 TXI Road in Sun, St. Tammany Parish, Louisiana. On or about March 10, 2010, the Respondent was granted coverage under Louisiana Pollutant Discharge Elimination System (LPDES) General Permit LAG490000, and was specifically assigned permit number

LAG490027. The permit will expire on January 31, 2015. Under the terms and conditions of the LPDES permit LAG490027, the Respondent is authorized to discharge process wastewater and process area stormwater to local drainage, thence to Talley Creek, waters of the state."

Inspections conducted by the Department on or about January 5, 2012, March 8, 2012, and June 20, 2012, and a subsequent file review conducted on or about August 1, 2013 revealed the Respondent failed to conduct inspections. Specifically, daily inspections of the levee for signs of erosion and conditions that allow pollutants to be discharged into waters of the state were not documented or conducted as described in the facility's Pollution Prevention Plan (PPP). Each failure to perform inspections is a violation of LPDES permit LAG490027 (Other Conditions, Section P.1, & Standard Conditions, Section A.2), La. R.S. 30: 2076(A)(3), LAC 33: IX. 2701.A, and LAC 33: IX.501.A.

Inspections conducted by the Department on or about January 5, 2012, March 8, 2012, and June 20, 2012, and a subsequent file review conducted on August 1, 2013, revealed the Respondent failed to maintain the levee to prevent a discharge of pollutants into surface waters of the state. Failure to maintain the levee to prevent a discharge of pollutants is a violation of LPDES permit LAG490027 (Other Conditions, Section F, & Standard Conditions, Section A.2), La. R.S. 30: 2076(A)(3), and LAC 33:IX. 501.A.

Inspections conducted by the Department on or about January 5, 2012, March 8, 2012, and a subsequent file review on or about August 1, 2013 revealed that the PPP was not updated as required upon finalization of the reissued LPDES permit LAG490027. Additionally, the Respondent did not amend the PPP to address levee and stormwater concerns from previous inspections. Failure to update the PPP as required by the permit is a violation of LPDES permit LAG490027 (Other Conditions, Section P, & Standard Conditions, Section A.2), La. R.S. 30:

2076(A)(3), and LAC 33:IX. 501.A.

A file review conducted by the Department on or about August 1, 2013 revealed that the Respondent failed to submit DMRs for required monitoring periods. Specifically, DMRs for the July 2011 through December 2012 monitoring periods were not received by the Department. Each failure to submit DMRs is a violation of LPDES permit LAG490027 (Part I, Sections C.6 and C.7, & Standard Conditions, Sections A.2 and D.4), La. R.S. 30: 2076(A)(3), and LAC 33:IX. 2701.L.4.a.

A file review conducted by the Department on or about August 1, 2013, revealed that the Respondent failed submit DMRs in a timely manner. Specifically, the Respondent is required to monitor monthly, and submit DMRs on a quarterly basis no later than the 28th day of the month following the quarterly monitoring period. The March 2011 DMR was received by the Department in an envelope postmarked July 14, 2011. Each failure to submit DMRs in a timely manner is a violation of LPDES permit LAG490027 (Part I, Section C.6 & Standard Conditions, Sections A.2 and D.4), La. R.S. 30: 2076(A)(3), and LAC 33:IX. 2701.L.4.

An inspection conducted by the Department on or about June 20, 2012, and a subsequent file review conducted on August 1, 2013, revealed that Facility training documents were not maintained. Specifically, the Respondent did not maintain documentation of employee training. Failure to document employee training is a violation of LPDES permit LAG490027 (Other Conditions, Section P. & Standard Conditions, Section A.2), and LAC 33:IX.2701.A."

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 SIX THOUSAND AND NO/100 DOLLARS ($6,000.00) of which One Thousand Three Hundred Eighty-Six and 46/100 Dollars ($1,386.46) 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)/permit record(s), the Consolidated Compliance Order & Notice of Potential Penalty and this Settlement for the purpose of determining compliance history at the Isabel Facility in connection with any future enforcement or permitting action by the Department against Respondent.

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 St. Tammany 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.

LAFARGE NORTH AMERICA INC.

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
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 _____ day of _____, 20_____, at Baton Rouge, Louisiana.

_____
NOTARY PUBLIC (ID # _____)

_____
(stamped or printed)

Approved: _____
Lourdes Iturralde, Assistant Secretary