

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:

WESTSIDE GALVANIZING SERVICES, INC.

AI # 3575

PROCEEDINGS UNDER THE LOUISIANA
ENVIRONMENTAL QUALITY ACT

LA. R.S. 30:2001, ET SEQ.

* Settlement Tracking No.

* SA-HE-13-0063

* Enforcement Tracking No.

* HE-PP-11-01279

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SETTLEMENT

The following Settlement is hereby agreed to between Westside Galvanizing Services, 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 metal galvanizing facility located in Port Allen, West Baton Rouge Parish, Louisiana (“the Facility”).

II

On August 31, 2012, the Department issued to Respondent a Notice of Potential Penalty, Enforcement No. HE-PP-11-01279, which was based upon the following findings of fact:

On or about May 17, 2011, an inspection of Westside Galvanizing Services, Inc., owned and/or operated by Westside Galvanizing Services, Inc. (Respondent), was performed to determine the degree of compliance with the Louisiana Environmental Quality Act (the Act) and the Hazardous Waste Regulations. The facility is located at 3520 South Riverview Road in Port Allen, West Baton Rouge Parish, Louisiana. The facility is a large quantity generator of hazardous waste and operates under EPA Identification Number LAD098598360.

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 Respondent failed to use appropriate controls to prevent spills or overflows from three (3) tanks in the less than 90-day container storage area that routinely hold hazardous waste, as required by LAC 33:V.4439.B.2, in violation of LAC 33:V.1109.E.1.a.ii. Specifically, the tanks were fitted with site gauges but did not have overflow prevention devices. The tanks were removed from service on June 7, 2011.
- B. The Respondent failed to label two (2) tanks in the less than 90-day container storage area that were used for temporary storage of hazardous waste spent acid with the words "Hazardous Waste," in violation of LAC 33:V.1109.E.1.d. The tanks were removed from service on June 7, 2011.
- C. The Respondent failed to maintain the secondary containment system for the less than 90-day hazardous waste storage tanks, as required by LAC 33:V.4437.E.1.c, in violation of LAC 33:V.1109.E.1.a.ii. Specifically, there were numerous cracks in the floor of the secondary containment and open expansion gaps between the concrete slabs. A new drop-in polypropylene liner was installed on July 11, 2011.
- D. The Respondent failed to maintain hazardous waste personnel training program records, as required by LAC 33:V.151 5.D.4, in violation of LAC 33:V.1109.E.1 .e. Specifically, written records indicating that an employee of the Respondent had been trained in hazardous waste handling were not available at the time of the inspection. A copy of the written record of the employee's training was provided to the Department on June 7, 2011.
- E. The Respondent failed to have the facility's waste minimization plan certified by a Louisiana registered professional engineer, as required by LAC 33:V.2245.J, in violation of LAC 33:V.1109.E.1.e. The waste minimization plan was certified by a Louisiana certified professional engineer on June 8, 2011.

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 NINE THOUSAND AND NO/100 DOLLARS (\$9,000.00), of which Four Hundred Two and 74/100 Dollars (\$402.74) 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

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

IX

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).

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.

WESTSIDE GALVANIZING SERVICES, 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
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