

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:

TRINITY MARINE PRODUCTS, INC.  
AI # 43634

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

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\*  
\* Settlement Tracking No.  
\* SA-AE-05-0013  
\*  
\* Enforcement Tracking No.  
\* AE-PP-03-0438  
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SETTLEMENT

The following Settlement is hereby agreed to between Trinity Marine Products, 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 who owns and/or operates Plant No. 48 located at 7555 Choctaw Road in Brusly, West Baton Rouge Parish, Louisiana ("the Facility").

II

On March 23, 2004, the Department issued a Notice of Potential Penalty, Enforcement No. AE-PP-03-0438, to Respondent, which was based upon the following findings of fact:

On or about December 12, 2003, a file review of Plant No. 48, owned and/or operated by the Respondent, was performed to determine the degree of compliance with the Louisiana Environmental Quality Act (the Act) and the Air Quality Regulations. The facility is located at 7555 Choctaw Road in Brusly, West Baton Rouge Parish, Louisiana "the Facility").

The following violations were noted during the course of the file review:

- A. The Respondent failed to submit their Title V semiannual monitoring reports to the Department in a timely manner as indicated in the table below. Each failure to submit a Title V semiannual monitoring report to the Department in a timely manner is a violation of General Condition K of Air Permit Number 3120-00071-V0, LAC 33:III.501.C.4, and Section 2057(A)(2) of the Act.

Monitoring Period	Report Due Date	Date Submitted (Postmarked Date)
April 23-June 30, 2000	September 30, 2000	December 4, 2003
July 1-December 31, 2000	March 31, 2001	December 4, 2003
January 1-June 30, 2001	September 30, 2001	December 4, 2003
July 1-December 31, 2001	March 31, 2002	December 4, 2003
January 1-June 30, 2002	September 30, 2002	December 4, 2003
July 1-December 31, 2002	March 31, 2003	December 4, 2003
January 1-June 30-2003	September 30, 2003	December 4, 2003

- B. The Respondent failed to submit their Title V annual compliance certifications in a timely manner as indicated in the table below. Each failure to submit a Title V annual compliance certification in a timely manner is a violation of General Condition M of Air Permit Number 3120-00071-V0, LAC 33:III.501.C.4, and Section 2057(A)(2) of the Act.

Monitoring Period	Report Due Date	Date Submitted (Postmarked Date)
April 23-December 31, 2000	March 31, 2001	November 25, 2003
January 1-December 31, 2001	March 31, 2002	November 25, 2003
January 1-December 31, 2002	March 31, 2003	November 25, 2003

### 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 AND NO/100 DOLLARS (\$5,000.00) of which Two Hundred Ninety-five and 95/100 Dollars (\$295.95) represents DEQ'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 DEQ 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 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 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 a proof-of-publication affidavit 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 Darryl Serio, Office of Management and Finance, 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/her respective party, and to legally bind such party to its terms and conditions.

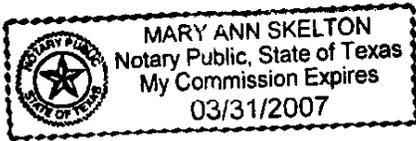
TRINITY MARINE PRODUCTS, INC.

BY: Paul E Mauer  
(Signature)

Paul E. Mauer  
(Printed or Typed)

TITLE: PRESIDENT

THUS DONE AND SIGNED in duplicate original before me this 3<sup>rd</sup> day of AUGUST, 2005, at 8:10 A.M., DALLAS, TX.



Mary A Skelton  
NOTARY PUBLIC (ID # \_\_\_\_\_)

MARY ANN SKELTON  
(Printed or Typed)

STATE OF LOUISIANA

Mike D. McDaniel, Ph.D., Secretary  
Department of Environmental Quality

BY: Harold Leggett  
Harold Leggett, Ph.D., 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 # \_\_\_\_\_)

(Printed or Typed)

Approved: Harold Leggett  
Harold Leggett, Ph.D., Assistant Secretary