

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:

SITEK OMNI SERVICES, LLC

AI # 131143

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

* **Settlement Tracking No.**
* **SA-AE-25-0063**
*
* **Enforcement Tracking No.**
* **AE-PP-23-00017**
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SETTLEMENT AGREEMENT

The following Settlement Agreement is hereby agreed to between Sitek Omni Services, 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 conducted an asbestos abatement project at a facility located in Laplace, St. John the Baptist Parish, Louisiana (“the Facility”).

II

On April 7, 2025, the Department issued to Respondent a Notice of Potential Penalty, Enforcement Tracking No. AE-PP-23-00017 (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 ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,500.00), of which One Thousand Two Hundred Eighty-Five and 82/100 Dollars (\$1,285.82) 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 St. John the Baptist 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 Accounts Receivable, Financial Services Division, Department of Environmental Quality, Post Office Box 4303, Baton Rouge, Louisiana, 70821-4303 or by Electronic Funds Transfer (EFT) to the Department of Environmental Quality, in accordance with instructions provided to Respondent by the Financial Services Division. 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.

SITEK OMNI SERVICES, 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**
Courtney J. Burdette, 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

JEFF LANDRY
GOVERNOR



AURELIA S. GIACOMETTO
SECRETARY

State of Louisiana
DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF ENVIRONMENTAL COMPLIANCE

APR 07 2023

CERTIFIED MAIL (9589 0710 5270 0478 1461 91)
RETURN RECEIPT REQUESTED



SITEK OMNI SERVICES, LLC
c/o Northwest Registered Agent LLC
Agent for Service of Process
201 Rue Beauregard, Ste. 202
Lafayette, Louisiana 70508

RE: NOTICE OF POTENTIAL PENALTY
ENFORCEMENT TRACKING NO. AE-PP-23-00017
AGENCY INTEREST NO. 131143

Dear Sir/Madam:

On or about July 27, 2022, an inspection of an asbestos abatement project at **ASCENSION OF OUR LORD SCHOOL (FACILITY)**, an elementary school, conducted by **SITEK OMNI SERVICES, LLC (RESPONDENT)**, was performed by the Louisiana Department of Environmental Quality (the Department) to determine the degree of compliance with the Louisiana Environmental Quality Act (the Act) and the Air Quality Regulations. The facility is located at 1809 Greenwood Drive in Laplace, St. John the Baptist Parish, Louisiana. The Roman Catholic Church of the Archdiocese of New Orleans, the owner of the facility, contracted the asbestos abatement project to Cotton Global Disaster Solutions, who subsequently subcontracted the asbestos abatement project to the Respondent. The Respondent is recognized by the Louisiana State Licensing Board for Contractors to perform asbestos abatement activities.

The Department received a Notification of Demolition and Renovation and Asbestos Contaminated Debris Activity Form AAC-2(a) (AAC-2) dated June 30, 2022. The AAC-2 listed the Respondent as the asbestos abatement contractor for an asbestos renovation activity scheduled to begin on July 15, 2022 and end on July 26, 2022 at the facility. The asbestos renovation activity consisted of the removal of regulated asbestos-containing material (RACM) which included 930 square feet (20 cubic yards) of vinyl asbestos tile (VAT) and category I/II non-friable asbestos-containing material (ACM) which included 4,170 square feet (40 cubic yards) of VAT and mastic in the Pre-K 1 Building of the facility.

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While the investigation by the Department is not yet complete, the following violations were noted during the course of the inspection:

- A. The Respondent failed to have an accredited asbestos contractor/supervisor present during the asbestos renovation activity. Specifically, the Respondent's site supervisor stated to the Department's inspector that he had left the site on July 25, 2022 to return to Houston and was driving back the morning of July 27, 2022. The Department's inspector had requested a copy of the sign-in sheets from the site. A representative of the Respondent emailed the copies of the sign-in sheets to the Department's inspector on August 23, 2022. The sign-in sheets indicated the site supervisor was at the facility on July 27, 2022 from 6:00 AM to 5:00 PM. When the Department's inspector spoke with the site supervisor on July 27, 2022 between 9:45 AM to 10:45 AM, he was told the site supervisor was driving in from Houston. The Department's inspector was at the facility at the time of the phone call. The failure to have an accredited asbestos contractor/supervisor present during the asbestos renovation activity is a violation of LAC 33:III.5151.F.3.h.i and La. R.S. 30:2057(A)(2).
- B. The Respondent failed to provide evidence of asbestos accreditation for workers at the facility upon request by the Department. Specifically, at the time of the Department's inspection, the Department's inspector was unable to verify accreditation of the workers at performing asbestos abatement activities at the facility. The failure to provide evidence of accreditation for the asbestos abatement workers at the facility is a violation of LAC 33:III.2739.B.5 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 Alissa Cockerham at (225) 219-3785 or Alissa.cockerham@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

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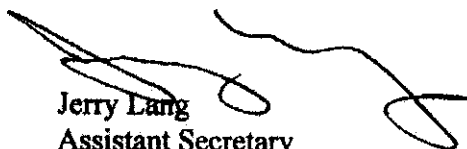
statement within ten (10) days, it will be viewed by the Department as an admission that the Respondent has the ability to pay the statutory maximum penalty as outlined in La. R.S. 30:2025.

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 may submit the settlement offer within one hundred and eighty (180) days of receipt of this **NOTICE OF POTENTIAL PENALTY**. 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.

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,



Jerry Lang
Assistant Secretary
Office of Environmental Compliance

JL/ARC/arc
Alt ID No. N/A

c: Sitek Omni Services, LLC
c/o Jon Woodward
1780 Roughneck Drive
Humble, Texas 77338

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.	AE-PP-23-00017	Contact Name	Allssa Cockerham	
Agency Interest (AI) No.	131143	Contact Phone No.	(225) 219-3785	
Alternate ID No.	N/A			
Respondent:	Sitek Omnl Services, LLC	Facility Name:	Ascension of Our Lord School	
	c/o Northwest Registered Agent LLC	Physical Location:	1809 Greenwood Drive	
	Agent for Service of Process			
	201 Rue Beauregard, Ste. 202	City, State, Zip:	Laplace, Louisiana 70068	
	Lafayette, Louisiana 70508	Parish:	St. John the Baptist	
OPTIONAL <i>(check the applicable option)</i>				
_____	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.			
_____	In order to resolve any claim for civil penalties for the violations in NOTICE OF POTENTIAL PENALTY (AE-PP-23-00017), the Respondent is interested in entering into settlement negotiations with the Department and would like to set up a meeting to discuss settlement procedures.			
_____	The Respondent may submit the settlement offer within one hundred and eighty (180) days of receipt of this NOTICE OF POTENTIAL PENALTY (AE-PP-23-00017).			
_____	In order to resolve any claim for civil penalties for the violations in NOTICE OF POTENTIAL PENALTY (AE-PP-23-00017), 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. • 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.			
_____	The Respondent has reviewed the violations noted in NOTICE OF POTENTIAL PENALTY (AE-PP-23-00017) and has attached a justification of its offer and a description of any BEPs if included in settlement offer.			
CERTIFICATION STATEMENT				
<i>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.</i>				
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: Allssa Cockerham				