

**AREA AGENCY ON AGING OF  
DEEP EAST TEXAS  
VENDOR AGREEMENT**

**Polk County Aging**, hereinafter referred to as Vendor, and Area Agency on Aging (AAA) Deep East Texas do hereby agree to provide services effective beginning October 1, 2010, in accordance with the Older Americans Act of 1965 (OAA), as amended, regulations of the Department of Aging and Disability Services (DADS), the AAA Direct Purchase of Services program and the stated Scope of Services.

The AAA Direct Purchase of Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (60 years of age or older) and their caregivers. This agreement provides a mechanism for the creation of an individualized network of community resources accessible on a program participant-by-program participant basis in compliance with the Older Americans Act, as amended, and Texas DADS AAA Access and Assistance guidelines.

The purpose of the system of Access and Assistance is to develop cooperative working relationships with service providers to build an integrated service delivery system that ensures broad access to and information about community services, maximizes the use of existing resources, avoids duplication of effort, identifies gaps in services, and facilitates the ability of people who need services to easily find the most appropriate Vendor.

#### 1. SCOPE OF SERVICES

A. The Vendor agrees to provide the following service(s) as identified below to program participants authorized by the AAA staff, in accordance with the vendor application, all required assurances, licenses, certifications and rate setting documents, as applicable.

Service Definition: Congregate Meal

A hot or other appropriate meal served to an eligible older individual which meets 33 1/3 percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary of Agriculture, and which is served in a congregate setting. The objective is to reduce food insecurity and promote socialization of older individuals. There are two types of congregate meals:

- Standard meal – A regular meal from the standard menu that is served to the majority or all of the participants.
- Therapeutic meal or liquid supplement – a special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietician (e.g., diabetic diet, renal diet, pureed diet, tube feeding).

Unit Definition: One Meal.

Service Area: Polk County

All Texas Administrative Code standards are located at the Texas Secretary of State website: [www.sos.state.tx.us](http://www.sos.state.tx.us).

All Older Americans Act and other required rules and regulations are located at [http://www.aoa.gov/AoARoot/About/Authorizing\\_Statutes/index.aspx](http://www.aoa.gov/AoARoot/About/Authorizing_Statutes/index.aspx).

Targeting: AAA Access and Assistance services are designed to identify eligible program participants, with an emphasis on high-risk program participants and to serve older individuals with greatest economic and social need, low-income minorities and those residing in rural areas, as required by the OAA.

**B. Services & Reimbursement Methodology:**

<b>Service</b>	<b>Fixed Rate (include rate)</b>	<b>Variable Rate (identify range)</b>	<b>Cost Reimbursement</b>
	\$4.96 Per Meal per Authorized Client		

**2. TERMS OF AGREEMENT**

**A. The Vendor agrees to:**

1. Provide services in accordance with current or revised DADS policies and standards and the OAA.
2. Submit billings with appropriate documentation as required by the AAA by the close of business on the Eight (8) day of each month following the last day of the month in which services were provided.
  - a. If the Eight (8) day falls on a weekend or holiday, the information shall be delivered by the close of business on the preceding business day.
  - b. The AAA cannot guarantee payment of a reimbursement request received for more than 45 calendar days of service delivery.
  - c. No reimbursement for services provided will be made if vendor payment invoices are not submitted to the AAA within 45 days of service delivery
3. Encourage program participant contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on Vendor's financial reports if contributions are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Vendor agrees to expend all program income to expand or enhance the program/service under which it is earned.
4. Notify the AAA Access and Assistance division within twenty-four (24) hours/days if, for any reason, the Vendor becomes unable to provide the service(s).
5. Maintain communication and correspondence concerning program participants' status.
6. Establish a method to guarantee the confidentiality of all information relating to the program participant in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting AAA or any federal or state authorized

representative's right of access to program participant case records or other information relating to program participants served under this agreement.

7. Keep financial and program supporting documents, statistical records, and any other records pertinent to the services for which a claim for reimbursement was submitted to the AAA. The records and documents will be kept for a minimum of five years after close of contract year.

8. make available at reasonable times and for required periods all fiscal and program participant records, books, and supporting documents pertaining to services provided under this agreement, for purposes of inspection, monitoring, auditing, or evaluations by AAA staff, the Comptroller General of the United States and the State of Texas, through any authorized representative(s).

B. The Vendor further agrees:

1. The agreement may be terminated for cause or without cause upon the giving of Thirty (30) days advance written notice.

2. The agreement does not guarantee a total level of reimbursement other than for individual units/services authorized; contingent upon receipt of funds.

3. Acknowledgement it is an independent provider, NOT an agent of the AAA. Thus, the Vendor indemnifies, saves and holds harmless AAA Deep East Texas against expense or liability of any kind arising out of service delivery performed by the Vendor. Vendor must immediately notify the AAA if the Vendor becomes involved in or is threatened with litigation related to Access and Assistance participants.

4. Employees of the Vendor will not solicit or accept gifts or favors of monetary value by or on behalf of program participants as a gift, reward or payment.

C. Through the Direct Purchase of Services program, the AAA **Deep East Texas** agrees to:

1. Review program participant intake and assessment forms completed by the Vendor, as applicable, to determine program participant eligibility. Service authorization is based on program participant need and the availability of funds.

2. Provide timely written notification to Vendor of program participant's eligibility and authorization to receive services.

3. Maintain communication and correspondence concerning the program participants' status.

4. Provide timely technical assistance to Vendor as requested and as available.

5. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided.

6. Provide written policies, procedures, and standard documents concerning program participant authorization to release information (both a general and medical/health related release), client rights and responsibilities, contributions, and complaints/ grievances and appeals to all program participants.

7. Reimburse the Vendor based on the agreed reimbursement methodology, approved rate(s), service(s) authorized, and in accordance with subsection (A) (2) of this document, within 45 days of the AAA's receipt of Vendor's invoice.

8. Reimburse the Vendor upon receipt of a properly prepared vendor payment invoice, identified in (7) of this subsection, contingent upon the AAA's receipt of funds authorized for this purpose from DADS.

3. ASSURANCES

The Vendor shall comply with:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*)
- B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)
- C. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*)
- D. Age Discrimination in Employment Act of 1975 (42 U.S.C. §§6101-6107)
- E. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688)
- F. Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*)
- G. Drug Free Workplace Act of 1988
- H. Texas Senate Bill 1 - 1991, as applicable
- I. DADS administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement
- J. Certification Regarding Debarment - 45CFR §92.35 Sub awards to debarred and suspended parties; this document is required annually as long as this agreement is in effect.

4. ATTACHMENT

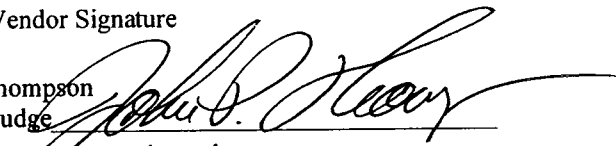
List of Focal Points in the Deep East Texas AAA Region.

Multi Congregate Meal sites for Senior throughout the 12 county regions.  
 Deep East Texas Area Agency on Aging  
 Texas Department of Aging and Disability Services

5. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective October 1, 2010.

Authorized Vendor Signature

John P. Thompson  
 County Judge   
 Date: 11/23/10

Polk County Aging  
 602 East Church St. Suite #145  
 Livingston, Texas 77351  
 (936) 327-6830

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Walter G. Diggles  
 Executive Director

Date: \_\_\_\_\_

Deep East Texas Council of Governments  
 210 Premier Dr.  
 Jasper, Texas 75951

COPY

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A. The Vendor agrees to provide the following service(s) as identified below to program participants authorized by the AAA staff, in accordance with the vendor application, all required assurances, licenses, certifications and rate setting documents, as applicable.

**Service Definition: HOME DELIVERED MEALS**

Hot, cold, frozen, dried, canned, fresh, or supplemental food (with a satisfactory storage life) which provides a minimum of 33 1/3 percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for American, published by the Secretary of Agriculture, and is delivered to an eligible participant in their place of residence. The objective is to reduce food insecurity help the recipient sustain independent living in a safe and healthful environment. There are two types of home delivered meals:

- Standard meal – A regular meal from the standard menu that is served to the majority or all of the participants.
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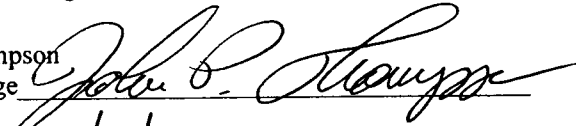
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Authorized Vendor Signature

John P. Thompson  
 County Judge   
 Date: 11/23/10

Polk County Aging  
 602 E. Church St. Suite # 145  
 Livingston, Texas 77351  
 (936) 327-6830

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Walter G. Diggles  
 Executive Director  
 Date: \_\_\_\_\_

Deep East Texas Council of Governments  
 210 Premier Dr.  
 Jasper, Texas 75951



COPY

## Penalty Calculation Worksheet (PCW)

Policy Revision 2 (September 2002)

PCW Revision October 30, 2008

TCEQ

<b>DATES</b>	<b>Assigned</b>	30-Aug-2010	<b>Screening</b>	7-Sep-2010	<b>EPA Due</b>	
	<b>PCW</b>	8-Sep-2010				

**RESPONDENT/FACILITY INFORMATION**

<b>Respondent</b>	Polk County		
<b>Reg. Ent. Ref. No.</b>	RN102668654		
<b>Facility/Site Region</b>	10-Beaumont	<b>Major/Minor Source</b>	Minor

**CASE INFORMATION**

<b>Enf./Case ID No.</b>	40361	<b>No. of Violations</b>	6
<b>Docket No.</b>	2010-1477-AIR-E	<b>Order Type</b>	1660
<b>Media Program(s)</b>	Air	<b>Government/Non-Profit</b>	Yes
<b>Multi-Media</b>		<b>Enf. Coordinator</b>	Heather Podlipny
		<b>EC's Team</b>	Enforcement Team 4
<b>Admin. Penalty \$ Limit Minimum</b>	\$0	<b>Maximum</b>	\$10,000

**Penalty Calculation Section**

<b>TOTAL BASE PENALTY (Sum of violation base penalties)</b>	<b>Subtotal 1</b>	\$9,100
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**ADJUSTMENTS (+/-) TO SUBTOTAL 1**

Subtotals 2-7 are obtained by multiplying the Total Base Penalty (Subtotal 1) by the indicated percentage.

<b>Compliance History</b>	20.0% Enhancement	<b>Subtotals 2, 3, &amp; 7</b>	\$1,820
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<b>Notes</b>	Enhancement for one order with denial.
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<b>Culpability</b>	No	0.0% Enhancement	<b>Subtotal 4</b>	\$0
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<b>Notes</b>	The Respondent does not meet the culpability criteria.
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<b>Good Faith Effort to Comply Total Adjustments</b>	<b>Subtotal 5</b>	\$1,810
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<b>Economic Benefit</b>	0.0% Enhancement*	<b>Subtotal 6</b>	\$0
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Total EB Amounts	\$775
Approx. Cost of Compliance	\$14,746

\*Capped at the Total EB \$ Amount

<b>SUM OF SUBTOTALS 1-7</b>	<b>Final Subtotal</b>	\$9,110
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<b>OTHER FACTORS AS JUSTICE MAY REQUIRE</b>	0.0%	<b>Adjustment</b>	\$0
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Reduces or enhances the Final Subtotal by the indicated percentage.

<b>Notes</b>	
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<b>Final Penalty Amount</b>	\$9,110
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<b>STATUTORY LIMIT ADJUSTMENT</b>	<b>Final Assessed Penalty</b>	\$9,110
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<b>DEFERRAL</b>	20.0% Reduction	<b>Adjustment</b>	-\$1,822
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Reduces the Final Assessed Penalty by the indicated percentage. (Enter number only; e.g. 20 for 20% reduction.)

<b>Notes</b>	Deferral offered for expedited settlement.
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<b>PAYABLE PENALTY</b>	\$7,288
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**Screening Date** 7-Sep-2010 **Docket No.** 2010-1477-AIR-E **PCW**  
**Respondent** Polk County *Policy Revision 2 (September 2002)*  
**Case ID No.** 40361 *PCW Revision October 30, 2008*  
**Reg. Ent. Reference No.** RN102668654  
**Media [Statute]** Air  
**Enf. Coordinator** Heather Podlipny  
**Violation Number** 1

**Rule Cite(s)** 30 Tex. Admin. Code §§ 122.143(4) and 122.145(2)(B), Tex. Health & Safety Code § 382.085(b), and Federal Operating Permit ("FOP") No. 2686, General Operating Permit ("GOP") No. 517, Site-wide Requirements ("SWR") No. (b)(2)

**Violation Description** Failed to submit semi-annual deviation reports. Specifically, the Respondent failed to submit semi-annual deviation reports for the following compliance periods: July 5, 2007 through January 3, 2008; January 4, 2008 through July 4, 2008; July 5, 2008 through January 3, 2009; January 4, 2009 through July 4, 2009; and July 5, 2009 through January 3, 2010.

**Base Penalty** \$10,000

>> **Environmental, Property and Human Health Matrix**

OR	Release	Harm			Percent
		Major	Moderate	Minor	
	Actual				0%
	Potential				

>> **Programmatic Matrix**

	Falsification	Major	Moderate	Minor	Percent
		x			10%

**Matrix Notes** 100% of the rule requirement was not met.

**Adjustment** \$9,000

\$1,000

**Violation Events**

Number of Violation Events   Number of violation days

mark only one with an x

daily	
weekly	
monthly	
quarterly	
semiannual	
annual	
single event	x

**Violation Base Penalty** \$5,000

Five single events are recommended based on the five semi-annual deviation reports that were not submitted.

**Good Faith Efforts to Comply**

**25.0%** Reduction

\$1,250

	Before NOV	NOV to EDRP/Settlement Offer
Extraordinary		
Ordinary	x	
N/A		(mark with x)

**Notes** The Respondent returned to compliance on August 4, 2010 and the NOE was dated August 23, 2010.

**Violation Subtotal** \$3,750

**Economic Benefit (EB) for this violation**

**Statutory Limit Test**

**Estimated EB Amount** \$302

**Violation Final Penalty Total** \$4,750

**This violation Final Assessed Penalty (adjusted for limits)** \$4,750

<b>Screening Date</b> 7-Sep-2010 <b>Respondent</b> Polk County <b>Case ID No.</b> 40361 <b>Reg. Ent. Reference No.</b> RN102668654 <b>Media [Statute]</b> Air <b>Enf. Coordinator</b> Heather Podlipny <b>Violation Number</b> <input type="text" value="2"/>	<b>Docket No.</b> 2010-1477-AIR-E <b>PCW</b> <i>Policy Revision 2 (September 2002)</i> <i>PCW Revision October 30, 2008</i>																			
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<b>Violation Description</b> Failed to maintain the required emissions data and/or records to verify eligibility for the claimed Permit By Rules ("PBRs") for the Site. Specifically, for PBRs in 30 Tex. Admin. Code §§ 106.227, 106.454, and 106.511, records of air emissions calculations, total solvent makeup, and maximum annual operating hours for engines/turbines were not available during the investigation.																				
<b>Base Penalty</b> <input type="text" value="\$10,000"/>																				
<b>&gt;&gt; Environmental, Property and Human Health Matrix</b>																				
<b>OR</b>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><b>Release</b></td> <td colspan="3" style="text-align: center;"><b>Harm</b></td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">Major</td> <td style="text-align: center;">Moderate</td> <td style="text-align: center;">Minor</td> <td></td> </tr> <tr> <td>Actual</td> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> <td rowspan="2" style="vertical-align: middle;"><b>Percent</b> <input type="text" value="0%"/></td> </tr> <tr> <td>Potential</td> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> </table>	<b>Release</b>	<b>Harm</b>					Major	Moderate	Minor		Actual	<input type="text"/>	<input type="text"/>	<input type="text"/>	<b>Percent</b> <input type="text" value="0%"/>	Potential	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Number of Violation Events <input type="text" value="1"/> <input type="text" value="53"/> Number of violation days																				
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daily	<input type="text"/>																			
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annual	<input type="text"/>																			
single event	x																			
<b>Violation Base Penalty</b> <input type="text" value="\$1,000"/>																				
<input style="width:100%; height: 30px;" type="text" value="One single event is recommended."/>																				
<b>Good Faith Efforts to Comply</b> <input type="text" value="10.0%"/> Reduction <input type="text" value="\$100"/>																				
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td></td> <td style="text-align: center;">Before NOV</td> <td style="text-align: center;">NOV to EDPRP/Settlement Offer</td> </tr> <tr> <td>Extraordinary</td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> <tr> <td>Ordinary</td> <td><input type="text"/></td> <td style="text-align: center;">x</td> </tr> <tr> <td>N/A</td> <td><input type="text"/></td> <td style="text-align: center;">(mark with x)</td> </tr> </table>		Before NOV	NOV to EDPRP/Settlement Offer	Extraordinary	<input type="text"/>	<input type="text"/>	Ordinary	<input type="text"/>	x	N/A	<input type="text"/>	(mark with x)							
	Before NOV	NOV to EDPRP/Settlement Offer																		
Extraordinary	<input type="text"/>	<input type="text"/>																		
Ordinary	<input type="text"/>	x																		
N/A	<input type="text"/>	(mark with x)																		
<b>Notes</b>	<input style="width:100%; height: 40px;" type="text" value="The Respondent returned to compliance on September 10, 2010 and the NOE is dated August 23, 2010."/>																			
<b>Violation Subtotal</b> <input type="text" value="\$900"/>																				
<b>Economic Benefit (EB) for this violation</b> <b>Statutory Limit Test</b>																				
<b>Estimated EB Amount</b> <input type="text" value="\$18"/>	<b>Violation Final Penalty Total</b> <input type="text" value="\$1,100"/>																			
<b>This violation Final Assessed Penalty (adjusted for limits)</b> <input type="text" value="\$1,100"/>																				

Screening Date 7-Sep-2010

Docket No. 2010-1477-AIR-E

PCW

Respondent Polk County

Policy Revision 2 (September 2002)

Case ID No. 40361

PCW Revision October 30, 2008

Reg. Ent. Reference No. RN102668654

Media [Statute] Air

Enf. Coordinator Heather Podlipny

Violation Number

Rule Cite(s) 30 Tex. Admin. Code §§ 106.454(1)(A)(ii), 122.143(4) and 122.144(1), Tex. Health & Safety Code § 382.085(b), and FOP No. 2686, GOP No. 517, SWR Nos. (b)(2) and (b)(5)(D)xxi

Violation Description Failed to maintain, on a monthly basis, inspection and solvent use records for the manufacturing shop degreasing unit.

Base Penalty

>> Environmental, Property and Human Health Matrix

OR

Release	Harm		
	Major	Moderate	Minor
Actual	<input type="text"/>	<input type="text"/>	<input type="text"/>
Potential	<input type="text"/>	<input type="text"/>	<input type="text"/>

Percent

>> Programmatic Matrix

Falsification	Major	Moderate	Minor
<input type="text"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Percent

Matrix Notes

100% of the rule requirement was not met.

Adjustment

Violation Events

Number of Violation Events

Number of violation days

mark only one with an x	daily	<input type="text"/>
	weekly	<input type="text"/>
	monthly	<input type="text"/>
	quarterly	<input type="text"/>
	semiannual	<input type="text"/>
	annual	<input type="text"/>
single event	<input checked="" type="checkbox"/>	

Violation Base Penalty

One single event is recommended.

Good Faith Efforts to Comply

Reduction

	Before NOV	NOV to EDPRP/Settlement Offer
Extraordinary	<input type="text"/>	<input type="text"/>
Ordinary	<input type="text"/>	<input checked="" type="checkbox"/>
N/A	<input type="text"/>	(mark with x)

Notes The Respondent returned to compliance on September 10, 2010 and the NOE is dated August 23, 2010.

Violation Subtotal

Economic Benefit (EB) for this violation

Statutory Limit Test

Estimated EB Amount

Violation Final Penalty Total

This violation Final Assessed Penalty (adjusted for limits)

Screening Date 7-Sep-2010

Docket No. 2010-1477-AIR-E

PCW

Respondent Polk County

Policy Revision 2 (September 2002)

Case ID No. 40361

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Media [Statute] Air

Enf. Coordinator Heather Podlipny

Violation Number 4

Rule Cite(s)

30 Tex. Admin. Code §§ 106.454(1)(E) and 122.143(4), Tex. Health & Safety Code § 382.085(b), and FOP No. 2686, GOP No. 517, SWR Nos. (b)(2) and (b)(5)(D)xxi

Violation Description

Failed to post a permanent and conspicuous label summarizing proper operating procedures to minimize emissions on or near the degreaser.

Base Penalty \$10,000

>> Environmental, Property and Human Health Matrix

OR

Release	Harm		
	Major	Moderate	Minor
Actual			
Potential			

Percent 0%

>> Programmatic Matrix

Falsification	Major	Moderate	Minor
	x		

Percent 10%

Matrix Notes

100% of the rule requirement was not met.

Adjustment \$9,000

\$1,000

Violation Events

Number of Violation Events 1

395 Number of violation days

mark only one with an x

daily	
weekly	
monthly	
quarterly	
semiannual	
annual	
Single event	x

Violation Base Penalty \$1,000

One single event is recommended.

Good Faith Efforts to Comply

25.0% Reduction

\$250

	Before NOV	NOV to EDPRP/Settlement Offer
Extraordinary		
Ordinary	x	
N/A		(mark with x)

Notes

The Respondent returned to compliance on August 4, 2010, and the NOE is dated August 23, 2010.

Violation Subtotal \$750

Economic Benefit (EB) for this violation

Statutory Limit Test

Estimated EB Amount \$14

Violation Final Penalty Total \$950

This violation Final Assessed Penalty (adjusted for limits) \$950

Screening Date 7-Sep-2010

Docket No. 2010-1477-AIR-E

PCW

Respondent Polk County

Policy Revision 2 (September 2002)

Case ID No. 40361

PCW Revision October 30, 2008

Reg. Ent. Reference No. RN102668654

Media [Statute] Air

Enf. Coordinator Heather Podlipny

Violation Number 5

Rule Cite(s) 30 Tex. Admin. Code §§ 122.143(4) and 122.146(1), Tex. Health & Safety Code § 382.085(b), and FOP No. 2686, GOP No. 517, SWR No. (b)(2)

Violation Description Failed to report all deviations and accurately certify compliance in the Annual Compliance Certification ("ACC"). Specifically, the Respondent failed to report the deviation for failing to post a permanent and conspicuous label summarizing proper operating procedures to minimize emissions on or near the degreaser in the ACC report for the reporting period from July 5, 2009 through July 4, 2010.

Base Penalty \$10,000

>> Environmental, Property and Human Health Matrix

OR

Release	Harm		
	Major	Moderate	Minor
Actual			
Potential			

Percent 0%

>> Programmatic Matrix

Falsification	Major	Moderate	Minor
			x

Percent 1%

Matrix Notes

More than 70% of the rule requirement was met.

Adjustment \$9,900

\$100

Violation Events

Number of Violation Events 1

38 Number of violation days

mark only one with an x	daily	
	weekly	
	monthly	
	quarterly	
	semiannual	
	annual	
single event	x	

Violation Base Penalty \$100

One single event is recommended based on the one incomplete report.

Good Faith Efforts to Comply

10.0% Reduction

\$10

	Before NOV	NOV to EDPRP/Settlement Offer
	Extraordinary	
Ordinary		x
N/A		(mark with x)

Notes The Respondent submitted corrective actions on September 10, 2010 and the NOE is dated August 23, 2010.

Violation Subtotal \$90

Economic Benefit (EB) for this violation

Statutory Limit Test

Estimated EB Amount \$13

Violation Final Penalty Total \$110

This violation Final Assessed Penalty (adjusted for limits) \$110

Screening Date 7-Sep-2010

Docket No. 2010-1477-AIR-E

PCW

Respondent Polk County

Policy Revision 2 (September 2002)

Case ID No. 40361

PCW Revision October 30, 2008

Reg. Ent. Reference No. RN102668654

Media [Statute] Air

Enf. Coordinator Heather Podlipny

Violation Number 6

Rule Cite(s)

30 Tex. Admin. Code §§ 111.111(a)(4)(A)(ii), 122.143(4) and 122.144(1), Tex. Health & Safety Code § 382.085(b), and FOP No. 2686, GOP No. 517, SWR No. (b)(2)

Violation Description

Failed to maintain records of the daily flare observations.

Base Penalty \$10,000

>> Environmental, Property and Human Health Matrix

OR

Release	Harm		
	Major	Moderate	Minor
Actual			
Potential			

Percent 0%

>> Programmatic Matrix

Falsification	Major	Moderate	Minor
	x		

Percent 10%

Matrix Notes

100% of the rule requirement was not met.

Adjustment \$9,000

\$1,000

Violation Events

Number of Violation Events 1

432 Number of violation days

mark only one with an x

daily	
weekly	
monthly	
quarterly	
semiannual	
annual	
single event	x

Violation Base Penalty \$1,000

One single event is recommended.

Good Faith Efforts to Comply

10.0% Reduction

\$100

	Reduction	
	Before NOV	NOV to EDPRP/Settlement Offer
Extraordinary		
Ordinary		x
N/A		(mark with x)

Notes The Respondent returned to compliance on September 10, 2010 and the NOE is dated August 23, 2010.

Violation Subtotal \$900

Economic Benefit (EB) for this violation

Statutory Limit Test

Estimated EB Amount \$286

Violation Final Penalty Total \$1,100

This violation Final Assessed Penalty (adjusted for limits) \$1,100