

**BEFORE THE HEARING EXAMINER FOR THE BROWARD COUNTY
ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT
IN AND FOR BROWARD COUNTY, FLORIDA**

BROWARD COUNTY,

Petitioner,

vs.

NOTICE OF VIOLATION
NOV17-0001

MJP DISTRIBUTION LLC,

Respondent

JOINT MOTION FOR AGREED FINAL ORDER

BROWARD COUNTY, by and through its Environmental Protection and Growth Management Department ("County"), and MJP DISTRIBUTION LLC ("Respondent"), (collectively the "Parties"), hereby file this Joint Motion for Agreed Final Order in the above-styled case pursuant to Subsection 27-21(d) of the Broward County Code of Ordinances ("Code") and state as follows:

1. This cause had been set for a hearing before a Hearing Examiner on June 22, 2017, to determine whether Respondent violated Section 27-180(b)(2) of the Code, which states:

"In accordance with the requirement of the NESHAP, an original Notice of Asbestos Renovation or Demolition form shall be submitted to EPGMD using the form provided by DEP, as amended. The Notice of Asbestos Renovation or Demolition shall be accompanied by a survey to indicate the presence or absence of asbestos containing material in the subject project area of the building. The survey shall be prepared by or under the supervision of an asbestos consultant licensed in the state of Florida, pursuant to Chapter 469, F.S., herein referred to as a Florida Licensed Asbestos Consultant. The survey shall be a documented report, either in printed or typed format, and shall bear the original signature of the Florida Licensed Asbestos Consultant performing the survey."

JOINT MOTION FOR AGREED FINAL ORDER
NOTICE OF VIOLATION NO: NOV17-0001
RESPONDENT: MJP DISTRIBUTION, LLC

And Section 27-173 of the Code, which states:

"The following provisions of the Florida Administrative Code ('F.A.C.'), as amended, are adopted and incorporated by reference into this article: . . . 62-204 'Air Pollution Control - General Provisions,'"

2. Notice of Violation NOV17-0001 alleged that on or about December 13, 2016, at 3900 NW 37th Street, Lauderdale Lakes, FL 33309, Respondent failed to submit to the Environmental Protection and Growth Management Department an original Notice of Asbestos Renovation or Demolition form as required by NESHAP, 40 CFR 61.145 and an asbestos survey at least ten (10) working days prior to commencement of renovation; failed to have at least one on-site representative trained in the provisions of asbestos regulations during renovation activity; failed to contain asbestos in leak-tight wrapping; discharged visible emissions of asbestos-containing material and failed to dispose of all asbestos containing materials as soon as practical by the waste generator at an authorized waste disposal site.
3. In furtherance of possible resolution of this action without the need for a hearing, the Parties have agreed to the terms of the proposed Agreed Final Order, attached as Exhibit A. The Parties acknowledge that they have had the opportunity to seek and receive whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations which attach by entry of the proposed Agreed Final Order.

(Remainder of page intentionally blank)

JOINT MOTION FOR AGREED FINAL ORDER
NOTICE OF VIOLATION NO: NOV17-0001
RESPONDENT: MJP DISTRIBUTION, LLC

WHEREFORE, the Parties request that the Hearing Examiner enter the proposed Agreed Final Order and promptly render it in the files of County.

Respectfully submitted by the Parties on this _____ day of _____, 2017.

RESPONDENT
MJP DISTRIBUTION, LLC

By: 

(Signature)

Print Name: MIRZA SHAMS BAIG

Title: President

Company: MJP Distribution, LLC

BROWARD COUNTY
PETITIONER

Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By: _____
Benjamin Crego, Esq.
Assistant County Attorney
Florida Bar No. 111437
Primary Email: bcrego@broward.org
Secondary Email: gbusacca@broward.org
Counsel for Broward County

**BEFORE THE HEARING EXAMINER FOR THE BROWARD COUNTY
ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT
IN AND FOR BROWARD COUNTY, FLORIDA**

BROWARD COUNTY,

Petitioner,

vs.

NOTICE OF VIOLATION
NOV17-0001

MJP DISTRIBUTION, LLC,

Respondent.

AGREED FINAL ORDER

THIS CAUSE having come before the undersigned Hearing Examiner for the Broward County Environmental Protection and Growth Management Department on the joint motion of BROWARD COUNTY, by and through the Broward County Environmental Protection and Growth Management Department ("County"), and MJP DISTRIBUTION, LLC ("Respondent") (collectively the "Parties"), and having been advised in the premises, the Parties' Joint Motion for Agreed Final Order is hereby GRANTED and the following is hereby ORDERED:

Respondent shall pay a civil penalty of \$18,820 and administrative costs of \$300 for a total of \$19,120. It is agreed by the Respondent to enter into a payment plan for the \$19,120 referenced in this Agreed Final Order, which shall include interest at a rate of 5.17 percent per year beginning on the date that this Agreed Final Order is rendered by the Hearing Examiner in the County's files. The total shall be paid in twelve (12) consecutive monthly payments of \$1,638.30. The first payment is due within thirty (30) days from the date that this Agreed Final Order is rendered in the Petitioner's files by the Hearing Examiner, with subsequent payments due every thirty (30) days thereafter.

If at any time Respondent wishes to pay principal balance due, principal balance due at that time may be paid without additional interest. If at any time a specified payment is not received within the agreed time frame, the entire balance, at County's demand, shall become due, and the County reserves the right to take further legal action to collect the outstanding balance. Furthermore, Respondent agrees that if it fails to make payments

AGREED FINAL ORDER
NOTICE OF VIOLATION NO: NOV17-0001
RESPONDENT: MJP DISTRIBUTION, LLC

in accordance with this agreement, interest shall continue to accrue at the agreed upon rate until payment is made in full.

The Parties agree that these amounts are reasonable and shall not contest them in any subsequent action, except that the County reserves the right to enforce the Agreed Final Order. Any extensions to the time frames identified in this Agreed Final Order must be approved by the County in writing. The County may record this Agreed Final Order as a lien against Respondent's real and personal property.

The Parties have agreed to waive their rights to an administrative hearing in this action as set forth in Section 27-32 of the Code, except as to an action for enforcement of this Agreed Final Order.

Entry of this Agreed Final Order does not relieve the Respondent of the need to comply with all applicable federal, state, or local laws, regulations, or ordinances. Respondent recognizes its responsibility to take all reasonable measures necessary to prevent future violations of Chapter 27 of the Code. County hereby expressly reserves the right to initiate appropriate legal action to prevent or prohibit the future violation of applicable statutes or regulations, or to alleviate an immediate serious danger to the public health, safety, or welfare.

County does not waive the provisions of Subsections 27-4(20), 27-55(d)(7), and 27-63(b)(6) of the Code, regarding habitual violators, Subsection 27-22(a)(5), BCC, regarding history of noncompliance, and Subsection 27-38(d) regarding habitual citation violators. This Agreed Final Order shall be considered a settlement agreement for the purpose specified in Subsection 27-4(20) of the Code.

The Parties acknowledge that they have had the opportunity to seek and receive whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations which attach by entry of this Agreed Final Order. The terms and language agreed to express the Parties' mutual intent and this Agreed Final Order shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other because of such party's preparation of this Agreed Final Order.

DONE and ORDERED this _____ day of _____, 2017.

Renee Clark, Esq.
Hearing Examiner