STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:	*	**Settlement Tracking No.**
	*	**SA-HE-11-0050**
LAMP RECYCLERS OF LOUISIANA, INC.	*	
	*	**Enforcement Tracking No.**
AI # 24512	*	**HE-CN-09-0145**
	*	
PROCEEDINGS UNDER THE LOUISIANA	*	
ENVIRONMENTAL QUALITY ACT	*	
LA. R.S. 30:2001, ET SEQ.	*	

SETTLEMENT

The following Settlement is hereby agreed to between Lamp Recyclers of Louisiana, 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 universal waste recycling facility located in Hammond, Tangipahoa Parish, Louisiana ("the Facility").

II

On June 11, 2009, the Department issued to Respondent a Consolidated Compliance Order & Notice of Potential Penalty, Enforcement No. HE-CN-09-0145, which was based upon the following findings of fact:

The Respondent owns and/or operates a universal waste recycling facility located at 46257 Morris Road in Hammond, Tangipahoa Parish, Louisiana. The facility is permitted as a hazardous waste storage facility (LA0000365668 OP-1) and as a large quantity generator and transporter of hazardous waste with EPA identification number LA0000365668.

On or about December 10, 2007, a representative of the Department performed an inspection of the facility and noted the following:

A. The Respondent failed to attempt to reconcile three (3) manifest discrepancies with the waste generators and to notify the Office of Environmental Services of the discrepancies and attempts to reconcile them, in violation of Permit Number LA0000365668 OP-1 Condition III.A.2, LAC 33:V.309.A, and LAC 33:V.1516.C.3.

B. The Respondent failed to include all applicable waste codes on a manifest for an outbound shipment of hazardous waste as specified in LAC 33:V.1107.B.1.e, in violation of Permit Number LA0000365668 OP-1 Condition III.M, LAC 33:V.309.A, and LAC 33:V.1516.B.3.

C. The Respondent failed to sign and date two (2) manifests for hazardous waste received by the facility, in violation of Permit Number LA0000365668 OP-1 Condition III.M, LAC 33:V.309.A, and LAC 33:V.1516.B.3. The manifests were signed and dated at the time of the inspection, thus correcting this violation.

D. The Respondent received hazardous wastes that were not listed in their hazardous waste permit as acceptable wastes, in violation of Permit Number LA0000365668 OP-1 Condition III.A.2 and LAC 33:V.309.A.

E. The Respondent failed to obtain a detailed chemical and physical analysis of a representative sample of hazardous waste before it was received for storage, in violation of Permit Number LA0000365668 OP-1 Condition III.C, LAC 33:V.309.A, and LAC 33:V.1519.A.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 FOUR THOUSAND AND NO/100 DOLLARS ($4,000.00), of which Two Thousand Three Hundred Twenty-One and 77/100 Dollars ($2,321.77) represents the Department's enforcement costs, in settlement of the claims set forth in this agreement.

V

Respondent, in addition to the penalty amount specified in Paragraph IV above and as part of this Settlement, agrees to expend the amount of $10,000.00 to implement and/or perform the following beneficial environmental projects:

A. Respondent will issue a credit of five thousand dollars ($5,000.00) to each of the following governmental entities – the City of Hammond and St. Tammany Parish. These credits are to be used for the collection of elemental mercury, universal waste lamps, batteries, mercury containing equipment, and electronics during household hazardous waste collection events to be held by these municipalities. The credits will cover labor, transportation, and recycling/disposal of accepted items. The labor includes the collection, documentation, packing, loading, and unloading of the waste items. The transportation includes the use of a LEI truck and trailer, and fuel needed for the round trip back to the LEI facility. Finally, the

recycling/disposal credit is the dollar amount LEI will give for the cost of recycling and/or disposing of accepted materials at standard pricing. The credits will be broken down as follows:

1. City of Hammond

   * LEI Labor – (1 class A driver and 2 Labors @ $790.00 per day)
   * Transportation – Truck and Trailer = ($600.00 per day)
   * Recycling/Disposal – $3,610.00
   * Total Even - $5,000.00

2. St. Tammany Parish

   * LEI Labor – (1 class A driver and 2 Labors @ $790.00 per day)
   * Transportation – Truck and Trailer = ($600.00 per day)
   * Recycling/Disposal – $3,610.00
   * Total Even - $5,000.00

3. The DEQ agrees that LEI may apply the applicable credits to another municipality in the event one of the listed municipalities does not hold a household hazardous waste event in 2014. Specifically, the Respondent would be allowed to add St. Tammany's credit to the City of Hammond if St. Tammany chooses not to hold an event, and vice versa.

B. Respondent shall submit monthly reports regarding its progress on the projects. The first shall be due on the 5th of the month following the date the Department signs this Settlement. Monthly reports shall be submitted on the 5th of every month thereafter until the project is completed. Each such monthly report shall include a description of the project, tasks completed, tasks remaining, the

percentage completed, and money expended on each project through the date of the report. Upon completion of all projects required under this Settlement, Respondent shall submit a final report to include a summary of all the information previously submitted and a total amount spent on the projects listed above. It shall also contain a certification that the projects were completed as described.

C. If Respondent does not spend the amount of $10,000.00, then it shall, in its final report, propose additional projects for the Department's approval (or pay to the Department) in an amount equal to the difference between the amount of money agreed to be spent and the amount of money actually spent.

D. The total amount of money expended by Respondent on cash payments to the Department and on beneficial environmental projects, as described above, shall be considered a civil penalty for tax purposes, as required by La. R.S. 30: 2050.7(E)(1).

VI

Respondent further agrees that the Department may consider the inspection report(s), the Consolidated Compliance Order & 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.

VII

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.

VIII

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 and the rules relating to beneficial environmental projects set forth in LAC 33:I.Chapter 25.

IX

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

X

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 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).

XI

In consideration of the above, any claims for penalties are hereby compromised and settled in accordance with the terms of this Settlement.

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.

LAMP RECYCLERS OF LOUISIANA, 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