

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:

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**Settlement Tracking No.
SA-HE-06-0043**

**LAMP RECYCLERS OF
LOUISIANA, INC.
AI # 123236**

**Enforcement Tracking No.
HE-PP-05-0182**

**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 who owns and/or operates a lamp recycling facility at 11441 Fontana Lane in Independence, Tangipahoa Parish, Louisiana ("the Facility").

II

On July 25, 2005, the Department issued a Notice of Potential Penalty, Enforcement No. HE-PP-05-0182, to Respondent, which was based upon the following findings of fact:

On or about March 23, 2005, an inspection of Lamp Environmental Industries (LEI), Inc. Independence Facility, owned and/or operated by Lamp Recyclers of Louisiana, Inc. (Respondent), was performed to determine the degree of compliance with the Louisiana

Environmental Quality Act (the Act) and the Hazardous Waste Regulations. The facility is located at 11441 Fontana Lane in Independence, Tangipahoa Parish, Louisiana.

The following violation was noted during the course of the inspection:

The facility was storing hazardous and universal wastes without a permit and/or authority from the Department, in violation of LAC 33:V.1305.C. Specifically, three (3) trailers at the site contained hazardous and universal wastes.

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 TWO THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$2,800.00), of which One Thousand Two Hundred Sixty-Seven and 85/100 Dollars (\$1,267.85) represents DEQ'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 FORTY-THREE THOUSAND FIFTY-SIX AND 70/100 DOLLARS (\$43,056.70) to implement and/or perform the following beneficial environmental projects:

A. The American Red Cross of Baton Rouge

Respondent will provide gratis labor and equipment use to the American Red Cross of Baton Rouge for the 2007 year to help them transport materials, such as clothes, furniture, and non-

perishable goods, to any location within the state of Louisiana. Respondent agrees to provide a worker to help load and unload materials and a box truck to transport the materials. Such tasks will be performed by the Respondent a maximum of three (3) times for the 2007 year (January 1, 2007 to December 31, 2007). The American Red Cross – Baton Rouge – projecting approximately \$900 in gratis labor and equipment use.

Total cost \$924.00 (between 1 to 3 trips per year).

B. Household Hazardous Waste Events

Respondent commits to twenty-seven (27) month obligation, which begins on October 5, 2006 through December 31, 2008, to accept all universal waste, lighting ballast, and elemental mercury from the following Household Hazardous Waste events.

a. Baton Rouge	unknown date in 2007	unknown date in 2008
b. Metairie	unknown date in 2007	unknown date in 2008
c. Luling	5/12/07	unknown date in 2008
d. Gramercy	unknown date in 2007	unknown date in 2008
e. LaPlace	5/12/07	unknown date in 2008
f. Hammond	10/28/06	unknown date in 2007
g. Lake Charles	4/14/07	unknown date in 2008
h. Mandeville	10/28/06	3/24/07
i. Greensburg	10/21/06	10/20/07

Respondent agrees to provide its services, free of charge, to the events in the form of labor, transportation, and recycling/disposal. Respondent will transport all materials it collects to the LEI facility for recycling. Any remaining materials which cannot be recycled

will be sent to a vendor for proper disposal. Respondent will cover all cost. Respondent also agrees to provide educational materials to the participants at the event on the proper disposal method of such materials.

The labor estimate includes the collection, documentation, packing, loading, and unloading of the waste items. The educational estimate includes the cost of pamphlets and fliers. Transportation cost includes the use of an LEI driver, truck and trailer, and fuel needed for the round trip back to the LEI facility. Finally, recycling/disposal cost is the revenue LEI would normally make from the acceptance of the previously mentioned waste.

- a. Baton Rouge - \$3,090.00 per year for 2 years. Total \$6,180.00
- b. Metairie - \$1,123.00 per year for 2 years. Total \$2,246.00
- c. Luling - \$1,146.00 per year for 2 years. Total \$2,292.00
- d. Gramercy - \$1,130.00 per year for 2 years. Total \$2,260.00
- e. LaPlace - \$1,135.00 per year for 2 years. Total \$2,270.00
- f. Hammond - \$5,471.35 per year for 2 years. Total \$10,942.70
- g. Lake Charles (Calcasieu Parish) - \$3,180.00 per year for 2 years. Total \$6,360.00
- h. Mandeville (St. Tammany Parish) - \$2,190.00 per year for 2 years. Total \$4,380.00
- i. Greensburg (St. Helena Parish) - \$1,068.00 per year for 2 years. Total \$2,136.00

<u>Total Cost for 2 years</u>	<u>\$39,066.70</u>
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C. St. Tammany Parish School Board

Respondent agrees to a one time pick up, transport and recycling of fluorescent lamps from the St. Tammany Parish School Board. Respondent will recycle at its facility approximately 2,925 eight foot fluorescent lamps. The fluorescent lamps will be picked up from the St.

Tammany Parish School Board on April 2, 2007 and taken to the LEI facility for recycling. LEI will be responsible for the cost of labor, transportation and recycling.

Total cost \$3,066.00

GRAND TOTAL FOR ALL BENEFICIAL ENVIRONMENTAL PROJECTS – \$43,056.70

- D. 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 settlement becomes final. Monthly reports shall be submitted on the 5th of every month thereafter until the project is completed. Each 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 that will 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.
- E. If Respondent does not spend the amount of FORTY-THREE THOUSAND FIFTY-SIX AND 70/100 DOLLARS (\$43,056.70), then it shall, in its final report, propose additional projects for the Department's approval or pay to the Department an amount equal to the difference between the amount of money agreed to be spent and the amount of money actually spent.
- F. The total amount of money expended by Respondent on cash payments to DEQ 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 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, East Baton Rouge Parish, St.

Helena Parish, St. Tammany Parish, and Calcasieu Parish, Jefferson Parish, St. Charles Parish, St. James Parish, and St. John the Baptist 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.

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/her respective party, and to legally bind such party to its terms and conditions.

LAMP RECYCLERS OF LOUISIANA, INC.

BY: [Signature]
(Signature)

A. Landyn Oller
(Print)

TITLE: Compliance Manager

THUS DONE AND SIGNED in duplicate original before me this 18th day of MAY, 20 07, at HAMMOND, LA.

[Signature]
NOTARY PUBLIC (ID # _____)

TASHA LAMKIN-DAMERON
NOTARY PUBLIC #1558107
(Print) STATE OF LA TANGIPAHOLA PARISH
MY COMMISSION EXPIRES AT DEATH

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
Mike D. McDaniel, Ph.D., Secretary

BY: [Signature]
Harold Leggett, Ph.D., Assistant Secretary
Office of Environmental Compliance

THUS DONE AND SIGNED in duplicate original before me this 21 day of AUGUST, 20 07, at Baton Rouge, Louisiana.

[Signature]
NOTARY PUBLIC (ID # 29408)

CLAUDIA I. RUSH
(Print)

Approved: [Signature]
Harold Leggett, Ph.D., Assistant Secretary