

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:

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*

TIRE WORLD, INC.

* **Enforcement Tracking No.**

* **SE-PP-02-0349**

**PROCEEDINGS UNDER THE LOUISIANA
ENVIRONMENTAL QUALITY ACT**

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LA. R.S. 30:2001, ET SEQ.

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SETTLEMENT

The following Settlement is hereby agreed to between Tire World, 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 business corporation operating a tire sales outlet located at 1806 N. Causeway Boulevard in Mandeville, St. Tammany Parish, Louisiana. (the “Facility”).

II

While the Department’s investigation is not yet complete, on June 19, 2003, the Department issued a Notice of Potential Penalty, SE-PP-02-0349 to Respondent based upon the following findings of fact:

The Respondent failed to submit the Monthly Waste Tire Fee Reports and waste tire fees on a monthly basis on or before the twentieth day following the month covered, for the months of January – February 1995, May 1995 – August 1996, third – fourth quarter of 1992, 1993, 1994, June 1997 – March 1998, and September 1998 – February 1999, in violation of LAC 33:VII.10519.D.

The Respondent submitted the Monthly Waste Tire Fee Reports and final payments for the waste tire fees on March 20, 1997, (for the first audit),

March 29, 1999, (for the second audit), and September 21, 2000, (for the third audit).

III

In response to the Notice of Potential Penalty, Respondent made a Settlement offer of fifteen hundred (\$1, 500.00) dollars which was accepted by the Department.

IV

Respondent denies it committed any violations or that it is liable for any fines, forfeitures and/or penalties.

V

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 fifteen hundred (\$1, 500.00) dollars of which \$1, 135.26 represents DEQ's enforcement costs, in settlement of the claims set forth in this agreement.

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.

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 LSA- R. S. 30:2025(E) of the Act.

IX

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

XI

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. Penalties are to be made payable to the Department of Environmental Quality and mailed to the attention of Darryl Serio, Office of Management and Finance, Financial Services Division, Department of Environmental Quality, Post Office Box 4303, Baton Rouge, Louisiana, 70821-4303.

XII

In consideration of the above, any claims for penalties are hereby compromised and settled in

accordance with the terms of this Settlement.

XIII

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.

WITNESSES:

Shawn Humbrecht

[Signature]

RESPONDENT

BY: Rodney Acquistapace
(Signature)

RODNEY ACQUISTAPACE
(Printed)

TITLE: President

THUS DONE AND SIGNED in duplicate original before me this 9th day of September 9, 2003, in Madenville, LA ~~LA~~ ST. TAMMANY PARISH, LOUISIANA

[Signature]
NOTARY PUBLIC
MARTIN BENDERMAN, #01

WITNESSES:

Holly Smith
Jerry M. Datch

STATE OF LOUISIANA
Hall Bohlinger, Secretary
Department of Environmental Quality

BY: [Signature]
R. Bruce Hammatt, Assistant Secretary
Office of Environmental Compliance

THUS DONE AND SIGNED in duplicate original before me this 29 day of April, 2004, in Baton Rouge, Louisiana.

[Signature]
NOTARY PUBLIC

Approved: [Signature]
R. Bruce Hammatt, Assistant Secretary



CHARLES C. FOTI, JR.
ATTORNEY GENERAL

State of Louisiana
DEPARTMENT OF JUSTICE
P.O. BOX 94005
BATON ROUGE
70804-9005

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APR 21 2004
LA. DEPT. OF ENV. QUALITY
LEGAL AFFAIRS DIVISION

April 19, 2004

Mike D. McDaniel, Secretary
La. Department of Environmental Quality
Office of the Secretary
P.O. Box 4301
Baton Rouge, LA 70821-4301

Re: Review of DEQ Settlement;
Tire World, Inc.
SE-PP-02-0349

Dear Secretary McDaniel:

Pursuant to the authority granted to me by R.S. 30:2050.7(E)(2)(a), I approve the above referenced settlement.

Sincerely,


NICHOLAS GACHASSIN
First Assistant Attorney General

NG/cbw