

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:

TANGIPAHOA PARISH GOVERNMENT

AI # 152237, 43470

PROCEEDINGS UNDER THE LOUISIANA  
ENVIRONMENTAL QUALITY ACT  
LA. R.S. 30:2001, ET SEQ.

\* Settlement Tracking No.  
\* SA-SE-15-0070  
\*  
\* Enforcement Tracking No.  
\* SE-CN-14-00175  
\* SE-CN-15-00599  
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\* Docket No. 2015-7219-EQ  
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SETTLEMENT

The following Settlement is hereby agreed to between Tangipahoa Parish Government (“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 governmental entity that owns and/or operates facilities located in Tangipahoa Parish, Louisiana (“the Facilities”).

II

On November 21, 2014, the Department issued to Respondent a Consolidated Compliance Order & Notice of Potential Penalty, Enforcement No. SE-CN-14-00175, which was based upon the following findings of fact:

“The Respondent owns and/or operates a firing range, known as the Tangipahoa Parish Firing Range (Agency Interest Number 152237), located at 58111 Rutland Road in Amite, Tangipahoa Parish, Louisiana. The Respondent also owns and/or operates a permitted Type I, II

landfill known as Tangipahoa Regional Solid Waste Facility (Agency Interest Number 43470) located at 57510 Hano Road in Independence, Tangipahoa Parish, Louisiana. The Respondent's landfill is permitted as a Type I, II solid waste landfill under Solid Waste Permit P-0127R1. On or about June 19, 2008, the Department granted approval for the construction of the firing range using processed waste tire material as the core of the levees comprising the firing range adjacent to the landfill.

Inspections conducted by the Department on or about December 11, 2013, and October 6, 2014, revealed the following violations:

- A. The Respondent caused and/or allowed the deposition of regulated solid waste without a permit and/or authority from the Department, in violation of La. R.S. 30:2155, and LAC 33:VII.315.C. Specifically, waste tire material was deposited in and along the edge of a water filled pit located at the west end of the Tangipahoa Parish Firing Range (AI# 152237) without approval from the Department. Additionally, waste tire material was spread on the ground around the northwest corner of the berm/levee. During the October, 6, 2014 inspection, representatives of the Department dug approximately six (6) holes in areas around the berm/levee and found waste tire material in approximately four (4) excavations at depths ranging from two (2) to six (6) inches in areas north of the berm/levee and west of the berm/levee. Partially buried waste tire material was also observed scattered around the west and north sides of the berm/levee.
- B. The Respondent failed to submit monthly reports as required for the Tangipahoa Regional Solid Waste Facility (AI#43370), in violation of LAC 33:VII.10537.A. Specifically, a September 28, 2006, letter from the Department to the Respondent stated, "...the department classified the Tangipahoa Landfill as a Qualified Recycler in accordance with Section 10531 of the Solid Waste Regulations. As part of this classification, you are now required to submit monthly reports to the Department detailing the amounts of processed tire material received from Louisiana Waste Tire Processors and the quantity used in approved projects. These reports shall be submitted to the Office of Management and Finance." To date, no monthly reports have been received."

On June 12, 2015, the Department issued to Respondent a Consolidated Compliance Order & Notice of Potential Penalty, Enforcement No. SE-CN-15-00599, which was based upon the following findings of fact:

“The Respondent owns and/or operates a firing range, known as the Tangipahoa Parish Firing Range (Agency Interest Number 152237), located at 58111 Rutland Road in Amite, Tangipahoa Parish, Louisiana. The Respondent also owns and/or operates a permitted Type I, II landfill known as Tangipahoa Regional Solid Waste Facility (Agency Interest Number 43470) located at 57510 Hano Road in Independence, Tangipahoa Parish, Louisiana. The Respondent’s landfill is permitted as a Type I, II solid waste landfill under Solid Waste Permit P-0127R1. On or about June 19, 2008, the Department granted approval for the construction of the firing range using processed waste tire material as the core of the levees comprising the firing range adjacent to the landfill.

Inspections conducted by the Department on or about December 11, 2013, and October 6, 2014, resulted in the issuance of **COMPLIANCE ORDER AND NOTICE OF POTENTIAL PENALTY SE-CN-14-00175** to the Respondent for the Tangipahoa Parish Firing Range (AI# 152237) and the Tangipahoa Regional Solid Waste Facility (AI# 43470) on or about November 21, 2014. The Respondent received the action on December 2, 2014, via certified mail, and requested an adjudicatory hearing on or about December 31, 2014.

Inspections conducted by the Department on or about March 18, 2013, and April 2, 2013, resulted in the issuance of **NOTICE OF POTENTIAL PENALTY SE-PP-14-00575** to the Respondent for the Tangipahoa Regional Solid Waste Facility (AI# 43470) on or about January 12, 2015. The Respondent submitted a response on or about February 9, 2015.

Inspections conducted by the Department on or about April 30, 2015 of the Tangipahoa Parish Firing Range (AI# 152237) and the Tangipahoa Regional Solid Waste Facility (AI# 43470), revealed the following violations:

- A. The Respondent caused and/or allowed the deposition of regulated solid waste without a permit and/or authority from the Department, in violation of La. R.S.

30:2155, and LAC 33:VII.315.C. Specifically, per manifests provided by the Respondent, approximately 12.7 million pounds of waste tire material has been delivered to the landfill (AI# 43470) and the Tangipahoa Parish Firing Range (AI# 152237) from January 1, 2015, through April 29, 2015. A large pile was observed near the northwest corner of the firing range berm, which is not part of the permitted landfill. According to the Respondent's approved Qualified Recycler plan, waste tire material is only to be stockpiled at the northwest corner of the landfill when the Respondent has a Department approved recycling project. The Site Manager stated that the waste tire material is being stockpiled in anticipation of approved projects by the Department. A review of the Department's records shows there are currently no approved current or ongoing projects at the landfill. Letters from the Department to the Respondent dated September 28, 2006, and October 5, 2006, disallow the stockpiling of waste tire material in anticipation of approved projects and stated that any previously approved general use projects without a specific time frame are invalid. In a letter from the Department dated October 31, 2013, the Tangipahoa Parish Government was approved to use 185,478,000 pounds of waste tire material for the construction of the firing range. The Department's records show the construction activities have exceeded the approved amount by 648,900 pounds for a total of 186,126,900 pounds, and no request to increase the approved amount has been submitted to the Department. Additionally, waste tire material was observed in the borrow pit located to the south of the firing range berm, as noted in photos #1 and #2 of the inspection report for AI# 152237 dated April 30, 2015. Waste tire material was also discovered buried along the north and west sides of the firing range berm. Excavations performed by the Department confirm an unknown amount of waste tire material is buried along the north and west sides of the firing range berm, and partially buried on the shore between the firing range berm and the borrow pit along the north and west sides of the berm and along the eastern shore of the borrow pit, at depths ranging from three (3) to twelve (12) inches, as noted in photos #7, #8, #9, #10, #11 and #12 of the inspection report for AI# 152237 dated April 30, 2015. None of these areas are approved for recycling or storage of waste tire material. Furthermore, a deteriorating plastic drum filled with foam was observed disposed on the side of an access road located to the east of the landfill.

- B. The Respondent failed to submit monthly reports as required for the Tangipahoa Regional Solid Waste Facility, in violation of LAC 33:VII.10537.A. Specifically, a September 28, 2006, letter from the Department to the Respondent stated, "...the department classified the Tangipahoa Landfill as a Qualified Recycler in accordance with Section 10531 of the Solid Waste Regulations. As part of this classification, you are now required to submit monthly reports to the Department detailing the amounts of processed tire material received from Louisiana Waste Tire Processors and the quantity used in approved projects. These reports shall be submitted to the Office of Management and Finance." To date, no monthly reports have been received.

- C. The Respondent failed to comply with the Qualified Recycler Approval issued by the Department on or about March 16, 2006, in violation of LAC 33:VII.10537.A. Specifically, the Respondent was approved as a Qualified Recycler on or about March 16, 2006. This approval was based on the Respondent's Application for Qualified Waste Tire Recyclers which was submitted to the Department on or about September 27, 2005, and on a Response to Notices of Deficiency submitted on or about January 27, 2006. Section III, Item 1 of the Response to Notices of Deficiency states that waste tire material will be stored at the northwest corner of the Tangipahoa Regional Solid Waste Facility. As noted in photo #3 of the inspection report for AI# 43470 dated April 30, 2015, no waste tire material is being stored at this location. The Respondent is stockpiling waste tire material at the northwest corner of the firing range berm, as noted in photos #3 and #4 of the inspection report for AI# 152237 dated April 30, 2015. Therefore, when the Respondent was allowed to stockpile waste tire material, it was stockpiled in an unapproved location. The Respondent is no longer allowed to stockpile any waste tire material.
- D. The Respondent signed a manifest showing delivery of waste tire material to the landfill when in fact the waste tire material was delivered to the Tangipahoa Parish Firing Range, in violation of LAC 33:VII.10533.B.2.”

### III

In response to the Consolidated Compliance Orders & Notices of Potential Penalty, Respondent made timely requests for a hearing.

### 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 SIX THOUSAND FIVE HUNDRED SEVENTY-TWO AND 95/100 DOLLARS (\$6572.95), which represents the Department's enforcement costs, in settlement of the claims set forth in this agreement.

## VI

The Respondent agrees to supply to the Department, in writing within thirty (30) days of the effective date of this Agreement, a detailed plan for addressing all waste tire material being stored on either the area of the Tangipahoa Parish Regional Solid Waste Facility Landfill or the Tangipahoa Parish Firing Range. The detailed plan shall provide for the removal, disposal, or recycling of the waste tire material. The detailed plan shall also provide a timetable for taking the actions necessary to complete the removal, disposal, or recycling of the material within one hundred and eighty days (180) from the approval of the detailed plan by the Department.

## VII

Respondent, in addition to the settlement amount specified in Paragraph V above and as part of this Settlement, agrees to expend the amount of TEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$10,500.00) to implement and/or perform the following beneficial environmental projects:

- A. The Respondent will conduct one or more parish wide Household Hazardous Material Collection Day(s) event or events commencing within six months of the date of the signing of this agreement until the cost of the event(s) result in the expenditure of the agreed upon amount. During these events, Tangipahoa Parish residents will be allowed to drop off household hazardous materials, paint, paint thinner, florescent bulbs, batteries, auto products, metallic mercury, tires (no more than four) and lawn and garden products. The funding shall be used to cover labor, transportation, and recycling/disposal of accepted material. The labor cost includes the collection, documentation, packing, loading and unloading of waste items. Transportation cost includes the cost for fuel needed to transport collected

material to final place of disposition and recycling/disposal cost is the dollar amount the Respondent will give or pay for the cost of recycling and/or disposing of accepted material at standard pricing.

- B. The Respondent shall submit monthly reports regarding its progress on completing the BEP. The first report shall be due on the 15th of the month following the date the Settlement Agreement becomes final and shall be submitted every month thereafter until the project is completed. Each monthly report shall include a description of the project, tasks completed, tasks remaining, percentage completed and the amount of money expended on the project through the date of the monthly report. Upon completion of the BEP, Respondent shall submit a final report to include a summary of all the information previously submitted and a total amount spent of the project listed above. The final report shall contain a certification that the project was completed as described.
- C. If Respondent does not spend the amount of \$10,500.00, 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 expended by Respondent on cash payments to the Department on the beneficial environmental project, as described above, shall be considered a civil penalty for tax purposes, as required by La. R.S. 30:2050.7(E)(1).

### VIII

Failure to complete the tasks enumerated in paragraph VI above on time shall constitute a violation of this agreement from which stipulated penalties will become immediately due. Those

stipulated penalties set at two hundred and fifty dollars per day (\$250.00) for failing to submit reports on time. Respondent will not be liable for stipulated penalties based on any untimely delays occasioned through the department's approval process once submissions of projects have been submitted to the department. Failure to conduct the BEP within six months of the effective date on this agreement shall result in stipulated penalties of five hundred dollars (\$500.00) per day until the Hazardous Material Collection Day(s) activities take place. There shall be no appeal of a stipulated penalty under this Settlement Agreement. The Respondent may ask for an extension of the deadlines in this Settlement Agreement which may be granted by the Department. The grant of the extension is at the sole discretion of the Department.

#### IX

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

#### X

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.



## XI

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.

## XII

As required by law, the Department has submitted this Settlement Agreement to the Louisiana Attorney General for approval or rejection. The Attorney General's concurrence is appended to this Settlement Agreement.

## XIII

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 and wording 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.

## XIV

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).

XV

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

XVI

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.

TANGIPAHOA PARISH GOVERNMENT

BY: Gordon A. Burgess  
(Signature)

GORDON A. BURGESS  
(Printed)

TITLE: PRES. PSH.

THUS DONE AND SIGNED in duplicate original before me this 28 day of December, 2015, at Amite, La.

[Signature]  
NOTARY PUBLIC (ID # Bar Roll # 20721)

Beau James Brock  
(stamped or printed)

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY  
Chuck Carr Brown, Ph.D., Secretary

BY: [Signature]

THUS DONE AND SIGNED in duplicate original before me this 28<sup>th</sup> day of March, 2016, at Baton Rouge, Louisiana.

[Signature]  
NOTARY PUBLIC (ID # 43905)

Herman Robinson  
(stamped or printed)

Approved: [Signature]  
D. Chance McNeely, Assistant Secretary