

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:

DENNIS STEWART EQUIPMENT RENTAL,  
INC.

AI # 183884

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

\* Settlement Tracking No.  
\* SA-SE-17-0032  
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\* Enforcement Tracking No.  
\* SE-CN-14-00181  
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SETTLEMENT

The following Settlement is hereby agreed to between Dennis Steward Equipment Rental, 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 facility located in East Baton Rouge Parish, Louisiana ("the Facility").

II

On July 28, 2014, the Department issued to Respondent a Consolidated Compliance Order & Notice of Potential Penalty, Enforcement No. SE-CN-14-00181, which was based upon the following findings of fact:

"The Respondent owns and/or operates the Dennis Stewart Non-Processing Transfer Station (the Site) located on Joor Road South approximately 800 feet west of the Comite River in Baton Rouge, East Baton Rouge Parish, Louisiana. The facility was assigned Facility Identification Number

TNPTS-033-13473.

On or about January 9, 2014, and June 3, 2014, inspections were conducted at the Site which revealed the following violations:

- A. The Respondent failed to store regulated solid waste in containers that provide complete containment of waste, thereby preventing litter, discharges, odor, and other pollution of adjoining areas in accordance with LAC 33:VII.507.B and C, in violation of LAC 33:VII.503.A.2 and LAC 33:VII.508.K. Specifically, inspections conducted on January 9, 2014, and June 3, 2014, determined that regulated solid waste is being deposited onto a 60'X60'X20' concrete pad or onto the ground instead of being placed into adequate containment.
- B. The Respondent failed to conduct weekly inspections of the facility and maintain documentation of the inspections for at least two (2) years and have the records available for inspection within 24 hours of request in accordance with LAC 33:VII.507.D, in violation of LAC 33:VII.508.K. Specifically, the Respondent does not conduct weekly facility inspections or maintain records of inspections. The inspection conducted on June 3, 2014, determined that this violation has been addressed.
- C. The Respondent caused and/or allowed the disposal of regulated solid waste at the Site, in violation of LAC 33:VII.508.C and LAC 33:VII.315.C. Specifically, inspections conducted on January 9, 2014, and June 3, 2014, determined that construction and demolition (C&D) waste and household garbage is disposed on the ground.

- D. The Respondent failed to conduct visual inspections of open top loads before reaching the tipping floor, in violation of LAC 33:VII.508.C.2.b. Specifically, inspections are being conducted at the gate of the container rather than from the topside. Therefore, viewing from this position did not provide sufficient visual inspections of the loads prior to reaching the tipping floor. The June 3, 2014, inspection determined that the facility installed a video surveillance system to view incoming loads from the top. Therefore, this violation has been addressed.
- E. The Respondent failed to conduct inspections of the facility at the end of each operating day and place any remaining litter or waste into the last transportation vehicle, in violation of LAC 33:VII.508.H. The inspection conducted on June 3, 2014, determined that inspections are now being performed at the end of each operating day but the remaining litter or waste is not being placed into the last transportation vehicle.
- F. The Respondent failed to notify the Office of Environmental Services of their status as a generator of waste tires within thirty (30) days of commencement of business and obtain a waste tire generator identification number, in violation of LAC 33:VII.10519.A. Specifically, the Respondent generates waste tires by receiving waste loads that contain tires as part of business operations.”

### 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 SIX THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$6,500.00), of which Four Hundred Sixty-Three and 24/100 Dollars (\$463.24) represents the Department's enforcement costs, in settlement of the claims set forth in this agreement. The total amount of money expended by Respondent on cash payments to the Department as described above, shall be considered a civil penalty for tax purposes, as required by La. R.S. 30:2050.7(E)(1).

V

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.

VI

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.

VII

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.

#### VIII

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.

#### IX

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

#### X

Payment is to be made in two installments. The first installment of \$3,250.00 is due within ten (10) days from notice of the Secretary's signature, and the second installment of \$3,250.00 is due six (6) months after the first installment. 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.

DENNIS STEWART EQUIPMENT RENTAL, INC.

BY: [Signature]  
(Signature)

Dennis Stewart  
(Printed)

TITLE: Owner

THUS DONE AND SIGNED in duplicate original before me this 30 day of May, 20 18, at Baton Rouge, LA.

[Signature]  
NOTARY PUBLIC (ID # 17007)

John B King  
(stamped or printed) Comm for Life

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

BY: [Signature]  
Lourdes Iturralde, Assistant Secretary  
Office of Environmental Compliance

THUS DONE AND SIGNED in duplicate original before me this 20<sup>th</sup> day of July, 20 18, at Baton Rouge, Louisiana.

[Signature]  
NOTARY PUBLIC (ID # 19181)

Perry Theriot  
(stamped or printed)

Approved: [Signature]  
Lourdes Iturralde, Assistant Secretary