

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:

ST. JAMES PARISH

AI # 121401

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

* Settlement Tracking No.
* SA-SE-10-0087
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* Enforcement Tracking No.
* SE-CN-09-0591
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SETTLEMENT

The following Settlement is hereby agreed to between St. James Parish (“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 a collection facility for residential solid waste located in Vacherie, St. James Parish, Louisiana (“the Facility”).

II

On February 9, 2010, the Department issued to Respondent a Consolidated Compliance Order & Notice of Potential Penalty, Enforcement No. SE-CN-09-0591, which was based upon the following findings of fact:

The Respondent owns and/or operates the St. James Parish West Bank Pick-Up Station (the Site), located at 39305 Highway 3127, Vacherie, St. James Parish, Louisiana. The Site is a collection facility for residential solid waste.

On or about November 15, 2007, and January 28, 2008, inspections conducted at the Site revealed roll-off storage containers used for the collection of solid waste were not covered at the

end of the operation day to keep out water. A Notice of Deficiency (NOD) was sent to the Respondent on or about April 17, 2008. The Respondent indicated, in the response to the NOD dated on or about May 22, 2008, that tarps had been purchased and would be placed over the container after each day. The Department issued a Deficiency Clear letter on or about July 9, 2008, for this violation.

On or about September 10, 2009, an inspection was conducted by a representative of the Department which revealed the following violation:

The Respondent failed to store collected solid waste in containers that keep out water and prevent leakage and minimize odors and access by rodents and insects, in violation of LAC 33:VII.507.C.2 & 3. Specifically, the collection containers used to store the collected solid waste are not covered. Some of these storage containers are corroded with visible holes near the bottom.

III

Respondent denies it committed any violations or that it is liable for any fines, forfeitures and/or penalties. Respondent notes for the record, that the storage containers are the property of a private company under contract with the Respondent.

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 EIGHT HUNDRED AND NO/100 DOLLARS (\$800.00), of which Two Hundred One and 71/100 Dollars (\$201.71) represents the Department's enforcement costs, in settlement of the claims set forth in this agreement.

Respondent, in addition to the penalty amount specified in Paragraph IV above and as part of this Settlement, agrees to expend the amount of \$1,000.00 to implement and/or perform the following beneficial environmental projects:

- A. The Respondent also submits a commitment to purchase \$1,000.00 of native Louisiana trees and plant those trees on public property adjacent to the collection site. The trees will be planted during the next planting season and the Respondent will submit receipts to the Dept for verification.
- 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 project was completed as described.
- C. If Respondent does not spend the amount of \$1,000.00, 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.

IX

The Respondent has caused a public notice advertisement to be placed in the official journal of the parish governing authority in St. James 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 twenty-five (25) 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.

ST. JAMES PARISH

BY: _____
(Signature)

(printed)

TITLE: _____

THUS DONE AND SIGNED in duplicate original before me this _____ day of _____, 20_____, at _____.

NOTARY PUBLIC (ID # _____)

(stamped or printed)

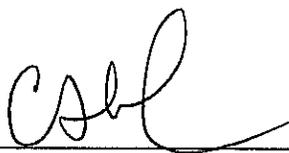
LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
Peggy M. Hatch Secretary

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