

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:

BAYOU TECHE WATER WORKS, INC.

AI # 143785

PROCEEDINGS UNDER THE LOUISIANA ENVIRONMENTAL QUALITY ACT

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

* Settlement Tracking No.
* SA-WE-08-0024

* Enforcement Tracking No.
* WE-PP-06-0396

*
*
*
*

SETTLEMENT

The following Settlement is hereby agreed to between Bayou Teche Water Works, 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 potable water treatment plant facility located at 702 Coteau Holmes Road, in Loreauville, Iberia Parish, Louisiana ("the Facility").

II

On November 14, 2007, the Department issued to Respondent a Notice of Potential Penalty, Enforcement No. WE-PP-06-0396, which was based upon the following findings of fact:

On or about September 5, 2006, an inspection of a potable water treatment plant owned and/or operated by Bayou Teche Water Works, Inc. (Respondent), was performed, in response to a citizen's complaint, and to determine the degree of compliance with the Louisiana Environmental Quality Act (the Act) and the Water Quality Regulations. The facility is located at 702 Coteau Holmes Road, in Loreauville, Iberia Parish, Louisiana.

The Respondent was granted coverage under Louisiana Pollutant Discharge Elimination System (LPDES) Permit LA0122394 on April 25, 2007, with an effective date of June 1, 2007, and an expiration date of May 31, 2012. Under the terms and conditions of the LPDES permit, the Respondent is authorized to discharge iron filter backwash and softener regeneration wastewater from Outfall 001 into Bayou Teche, waters of the state.

The following violations were noted during the course of the inspection conducted by the Department on or about September 5, 2006, and a subsequent file review conducted by the Department on or about October 1, 2007:

- A. An inspection conducted by the Department pursuant to a citizen's complaint, revealed the Respondent did cause or allow the unauthorized discharge of iron filter backwash wastewaters. The file review conducted by the Department revealed that the Respondent has operated the facility from 1974. A file review of information provided to the Department on or about November 14, 2006, and December 5, 2006, and a site visit conducted by the Department on or about December 14, 2006, revealed that the facility discharges into Bayou DuPortage and upon receiving an LPDES permit the discharge would be re-routed to Bayou Teche. However, as of October 26, 2007, the Respondent was still discharging to Bayou DuPortage. Each unauthorized discharge is into an unnamed local drainage ditch, thence into Bayou DuPortage, thence to Lake Dautrive, all waters of the state. Each unauthorized discharge of iron filter backwash wastewater from 1974 is in violation of La. R.S. 30:2075, La. R.S. 30:2076(A)(1)(a), La. R.S.30:2076(A)(3), LAC 33:IX.501.A, LAC 33:IX.501.C, LAC 33:IX.501.D, and LAC 33:IX.2311.A.1.
- B. A file review conducted by the Department on or about October 1, 2007, revealed that the Respondent failed to submit Discharge Monitoring Reports (DMRs). Specifically, the Respondent failed to submit monthly DMRs for the monitoring periods of June 2007. Each failure to submit DMRs is a violation of LPDES permit LA0122394 (Part I, Page 2 of 3, and Part III, Sections A.2 and D.4), La. R.S. 30:2076 (A) (3), LAC 33:IX.501.A, LAC 33:IX.2701.A, and LAC 33:IX.2701.L.4.a.

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 FIVE THOUSAND AND NO/100 DOLLARES (\$5,000.00), of which Five Hundred Forty-three and 33/100 Dollars (\$543.33) represents DEQ'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 DEQ 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 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 LSA- R. S. 30:2025(E) of the Act.

VIII

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

IX

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).

X

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

XI

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.

BAYOU TECHE WATER WORKS, INC.

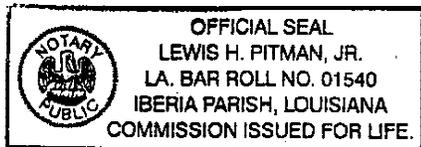
BY: Charles A. Miller
(Signature)

Charles A. Miller
(Print)

TITLE: President

THUS DONE AND SIGNED in duplicate original before me this 23rd day of
September, 20 08, at New Iberia, LA

Lewis H. Pitman, Jr.
NOTARY PUBLIC (ID # 01540)



Lewis H. Pitman, Jr.
(Print)

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
Harold Leggett, Ph.D., Secretary

BY: Peggy M. Hatch
Peggy M. Hatch, Assistant Secretary
Office of Environmental Compliance

THUS DONE AND SIGNED in duplicate original before me this 24th day of
December, 20 08, at Baton Rouge, Louisiana.

Perry Theriot
NOTARY PUBLIC (ID # 19101)

Perry Theriot
(Print)

Approved: Peggy M. Hatch
Peggy M. Hatch, Assistant Secretary