STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:	*	**Settlement Tracking No. SA-WE-15-0045**
LOUISIANA BLUE CRAB LLC	*	
AI # 12819	*	**Enforcement Tracking No. WE-CN-12-00345 WE-PP-13-01253**
PROCEEDINGS UNDER THE LOUISIANA ENVIRONMENTAL QUALITY ACT LA. R.S. 30:2001, ET SEQ.	*	

SETTLEMENT

The following Settlement is hereby agreed to between Louisiana Blue Crab LLC ("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 limited liability company that owns and/or operates facilities located in Vermilion Parish, Louisiana ("the Facilities").

II

On May 15, 2012, the Department issued to Respondent a Consolidated Compliance Order & Notice of Potential Penalty, Enforcement No. WE-CN-12-00345, which was based upon the following findings of fact:

"The Respondent owns and/or operates a wastewater treatment system that serves a seafood processing facility located at 5057 Honore Road in Maurice, Vermillion Parish, Louisiana. The Department received a Louisiana Pollutant Discharge Elimination System (LPDES) permit application to discharge wastewater from seafood facilities from the Respondent on or about

December 20, 2011. On April 9, 2012, the Department issued a draft LPDES permit to the Respondent. The Respondent does not have a final LPDES permit or other authority to discharge wastes and/or other substances to the waters of the state.

An inspection conducted by the Department on or about November 1, 2011, in response to a citizen's complaint, and a subsequent site visit conducted by the Department on or about April 4, 2012, revealed that the Respondent caused and/or allowed the unauthorized discharge of wastewater to waters of the state. Specifically, a discharge was observed during the inspection and site visit, which was from the wastewater treatment system to a roadside ditch, thence into Main Canal, thence into the Vermillion River, all waters of the state. Each unauthorized discharge of wastewaters to waters of the state is a violation of La. R.S. 30:2075."

On May 19, 2014, the Department issued to Respondent a Notice of Potential Penalty, Enforcement No. WE-PP-13-01253, which was based upon the following findings of fact:

"On or about October 17, 2013, an inspection of **LOUISIANA BLUE CRAB – MAURICE FACILITY** (the facility), a seafood processing facility, owned and/or operated by **LOUISIANA BLUE CRAB, LLC (RESPONDENT)**, was performed to determine the degree of compliance with the Louisiana Environmental Quality Act (the Act) and the Water Quality Regulations. The facility is located at 5057 Honore Road in Maurice, Vermilion Parish, Louisiana. The Respondent was issued Louisiana Pollutant Discharge Elimination System (LPDES) Permit LA0126021 with an effective date of August 1, 2012, and an expiration date of July 31, 2017. LPDES permit LA0126021 authorizes the Respondent to discharge treated sanitary wastewater and seafood process wastewater into local drainage, thence into Main Canal, thence into the Vermilion River, all waters of the state.

While the investigation by the Louisiana Department of Environmental Quality (the

Department) is not yet complete, the following violation was noted during the course of the inspection:

> The inspection revealed that the Respondent failed to properly operate and maintain the treatment plant that handles the process water from the facility. Specifically, it was observed that the discharge at the time was grey in color with a light odor present that persisted downstream of the facility in the storm drain. It was also noted that there was no aeration in the plant and the aeration basin, clarifier, and the chlorine contact chamber were grey in color with a strong odor present. Each failure to properly operate and maintain the facility is a violation of LPDES Permit LA0126021 (Part III, Sections A.2 and B.3.a), La. R.S. 30:2076(A)(3), and LAC 33:IX.2701.E. Correspondence received from the Respondent on December 12, 2013, indicated that the Respondent took actions to address the violation.

A file review conducted by the Department on or about February 18, 2014, revealed the following exceedances of permitted discharge limitations as reported by the Respondent on Discharge Monitoring Reports (DMRs):

Date	Outfall	Parameter	Permit Limit	Sample Value
12/2012	001	Fecal Coliform (Daily Maximum)	400 col./100 ml	4,100 col./100 ml
1/2013	001	Fecal Coliform (Daily Maximum)	400 col./100 ml	2,200 col./100 ml
8/2013	001	Fecal Coliform (Daily Maximum)*	400 col./100 ml	6,800 col./100 ml

*Also reported on a Noncompliance Report

Each exceedence of a permit discharge limitation is a violation of LPDES Permit LA0126021 (Part I, Page 2 of 2 and Part III, Section A.2), La. R.S. 30:2076(A)(3), and LAC 33:IX.501.A."

The following violation, although not cited in the foregoing enforcement action(s), is included within the scope of this settlement:

A file review conducted by the Department on or about October 1, 2014, revealed an exceedance of the permitted discharge limitation for fecal coliform as reported by the Respondent on the May 2014 DMR. The exceedance of the permit discharge limitation is a violation of LPDES

Permit LA0126021 (Part I, Page 2 of 2 and Part III, Section A.2), La. R.S. 30:2076(A)(3), and LAC 33:IX.501.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 SIX THOUSAND AND NO/100 DOLLARS ($6,000.00), of which Nine Hundred Ninety-Nine and 87/100 Dollars ($999.87) 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), permit record(s), Consolidated Compliance Order & Notice of Potential Penalty, 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.

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 Vermilion 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 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).

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.

LOUISIANA BLUE CRAB LLC

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
Chuck Carr Brown, Ph.D., Secretary

BY: _____
Lourdes Iturralde, 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: _____
Lourdes Iturralde, Assistant Secretary