STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:	*	**Settlement Tracking No.**
	*	**SA-AE-05-0020**
BROWNING OIL COMPANY, INC.	*	
AI # 120001	*	
	*	
PROCEEDINGS UNDER THE LOUISIANA	*	**Enforcement Tracking No.**
ENVIRONMENTAL QUALITY ACT	*	**AE-PP-04-0260**
LA. R.S. 30:2001, ET SEQ.	*	

SETTLEMENT

The following Settlement is hereby agreed to between Browning Oil Company ("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 operates a tank battery facility (State Lease 1777, No. 1 Tank Battery) located off Shell Beach Road, 3 miles south of Pierre Part in Assumption Parish, Louisiana ("the Facility").

II.

On November 18, 2004, the Department issued a Notice of Potential Penalty, Enforcement No. AE-PP-04-0260, to Respondent, which was based upon the following findings of fact:

On or about August 9, 2004, an inspection of State Lease 1777, No. 1 Tank Battery, owned and/or operated by Browning Oil Company, Inc., was performed to determine the degree of compliance with the Louisiana Environmental Quality Act and the Air Quality Regulations.

The facility is located off Shell Beach Road, 3 miles south of Pierre Part in Assumption Parish, Louisiana.

The following violation was noted during the course of the inspection:

> The facility began operation in October 2003 prior to obtaining a permit. An application to obtain an air permit was submitted on January 20, 2004. Air Permit Number 0200-00049-00 was issued on April 19, 2004. The Respondent failed to obtain approval from the permitting authority prior to the construction or operation of a facility which ultimately may result in an initiation or increase in emissions of air contaminants. This is a violation of LAC 33:III.501.C.2 and Sections 2057(A)(1) and 2057(A)(2) of the Act.

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 FOUR HUNDRED TWENTY-FIVE AND NO/100 DOLLARS ($425.00) of which One Hundred Ninety-Eight and 24/100 Dollars ($198.24) represents DEQ's enforcement costs, in settlement of the claims set forth in this agreement.

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 Assumption 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 Settlement 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 Darryl Serio, Office of Management and Finance, 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/her respective party, and to legally bind such party to its terms and conditions.

BROWNING OIL COMPANY, INC.

BY: _____
(Signature)

_____
(Print)

TITLE: _____

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

_____
NOTARY PUBLIC (ID #_____)

_____
(Print)

STATE OF LOUISIANA
Mike D. McDaniel, Ph.D., Secretary
Department of Environmental Quality

BY: _____
Harold Leggett, Ph.D., 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 # _____)

_____
(Print)

Approved: _____
Harold Leggett, Ph.D., Assistant Secretary