STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:	*	**Settlement Tracking No.**
	*	**SA-WE-03-0009**
CITY OF WEST MONROE	*	
	*	**Enforcement Tracking No.**
Agency Interest No. 19103	*	**WE-CN-02-0821, WE-CN-04-0201**
	*	**WE-CN-06-0040**
PROCEEDINGS UNDER THE LOUISIANA	*	
ENVIRONMENTAL QUALITY ACT	*	**Docket No. 2005-4730-EQ**
LA. R.S. 30:2001, ET SEQ.	*	**2005-4732-EQ**

SETTLEMENT

The following Settlement is hereby agreed to between the City of West Monroe ("The 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.

The Respondent owns and/or operates a sewage treatment plant (the Facility) located at 250 East Martin Street in West Monroe, Ouachita Parish, Louisiana. The Respondent has been issued Louisiana Pollutant Discharge Elimination System (LPDES) permit LA0043982 effective November 1, 2004, which expires on October 31, 2009. Under LPDES permit LA0043982, the Respondent is authorized to discharge treated sanitary wastewater into an unnamed natural drainage ditch, thence into an unnamed natural slough, thence into the Ouachita River, all waters of the state.

II.

The Respondent has been issued the following enforcement actions:

A. The Respondent was issued **COMPLIANCE ORDER WC-87-246** on or about November 12, 1987, for allowing the discharge of truck washwater into local drainage without a valid permit.

The Order required the Respondent to submit an application for the discharge of treated washwater and to submit a written report, to include a detailed description of the circumstances of the cited violations, and corrective or remedial actions taken to mitigate damages resulting from the violations. **COMPLIANCE ORDER WC-87-246** is a final action of the Department and is not subject to further review.

B. The Respondent was issued **COMPLIANCE ORDER WE-C-92-0053** on or about April 29, 1992, for failing to submit a renewal application in a timely manner and causing or allowing the discharge of truck washwater, and unauthorized bypasses. The Order required the Respondent to immediately take any and all steps necessary to meet and maintain compliance with state permit LWDPS permit number WP0316, and to submit a written description of all noncompliances, including the cause, period, location, and steps taken to eliminate noncompliances. The Respondent submitted a written response in October of 1998. **COMPLIANCE ORDER WE-C-92-0053** is a final action of the Department and is not subject to further review.

C. The Respondent was issued **COMPLIANCE ORDER WE-C-97-0325** on or about December 15, 1998, for violating effluent limitations, record keeping, recording, sampling, and monitoring requirements, and operation and maintenance requirements. In addition, The Respondent failed to submit an approvable technically based local limits (TBLL) package. The Order required the Respondent to immediately take any and all steps necessary to meet and maintain compliance with LPDES permit LA0043982, and to submit a TBLL package. The Respondent submitted a written response in October of 1998. **COMPLIANCE ORDER & WE-C-97-0325** is a final action of the Department and is not subject to further review.

D. The Respondent was issued **COMPLIANCE ORDER WE-C-01-0110** on or about August 31, 2001, for violating effluent limitations, sampling and monitoring requirements, record keeping

and reporting requirements. The Order required the Respondent to immediately take any and all steps necessary to meet and maintain compliance with LPDES permit LA0043982. The Respondent submitted a written response on or about October 9, 2001. **COMPLIANCE ORDER WE-C-01-0110** is a final action of the Department and is not subject to further review. Each effluent violation in July 2001 and August 2001 is in violation of **COMPLIANCE ORDER WE-C-97-0325,** LPDES permit LA0043982 (Part I, Section A and Part III, Section A.2), La. R.S. 30:2076 (A) (1) (b), La. R.S. 30:2076 (A) (3), LAC 33:IX.501.A, LAC 33.IX.501.D, and LAC 33:IX.2355.A. Each effluent violation from September 2001 to date is in violation of **COMPLIANCE ORDER WE-C-01-0110,** LPDES permit LA0043982 (Part I, Section A and Part III, Section A.2), La. R.S. 30:2076 (A) (1) (b), La. R.S. 30:2076 (A)(3), LAC 33:IX.501.A, LAC 33:IX.501.D, and LAC 33:IX.2355.A.

E. The Respondent was issued **WARNING LETTER WE-L-02-0205** on or about June 28, 2002, for areas of concern noted in an inspection conducted on or about October 10, 2001 that revealed the time of analysis for Total Residual Chlorine and the time of sampling for pH was not being recorded on lab bench sheets. Each failure to keep records is in violation of **COMPLIANCE ORDER WE-C-01-0110,** LPDES permit LA0043982 (Part III, Section A.2 and C.4.a), La. R. S. 30:2076 (A)(3), LAC 33:IX.501.A, and LAC 33:IX.2355.A. The inspection on October 10, 2001 also revealed the flow measurement at Outfall 001 did not meet the requirement and intent of the permit. Specifically, the flow calculation at Outfall 001 revealed a –21.7 % error due to an error in the sampler. The problem was corrected by facility personnel on the day of inspection. The permit requires a maximum deviation of less than 10% from the true discharge rate. The failure to maintain a flow measuring device capable of ensuring accuracy of measurements is in violation of **COMPLIANCE ORDER WE-C-97-0325,** LPDES permit LA0043982 (Part III, Section A.2, Section C.5.b., and C.6), La. R. S. 30:2076 (A) (3), LAC 33:IX.501.A, LAC 33:IX.2355.A, and LAC

33:IX.2355.J.1. The inspection conducted by the Department on or about October 10, 2001, also showed that the pH buffers had expired. The Respondent submitted a written response on or about July 11, 2002.

F. The Respondent was issued **WARNING LETTER WE-L-02-0821** on or about August 22, 2002, pursuant to an inspection on or about October 10, 2001, and a subsequent file review conducted by the Department on or about October 25, 2002, revealed the following effluent violations for the monitoring periods from July 2001 through September 2002, as reported to the Department by the Respondent:

Date	Outfall	Parameter	Permit Limit	Reported Value
Jul-2001	001	BOD_5	45 mg/L (daily max)	53.50 mg/L
	001	Total Cu	25 ug/L (mo avg)	85.5 ug/L
	001	Total Cu	58 ug/L (daily max)	130 ug/L
	001	Total Cu	1.09 lbs/day (mo avg)	2.925 lbs/day
	001	Fecal Coliform	400 col/100 ml (daily max)	2,544 col/100 ml
Aug-2001	001	BOD_5	881 lbs/day (mo avg)	987.55 lbs/day
Sep-2001	001	BOD_5	45 mg/L (daily max)	67.90 mg/L
	001	TSS	30 mg/L (mo avg)	34.26 mg/L
	001	TSS	45 mg/L (daily max)	55 mg/L
Oct-2001	001	BOD_5	45 mg/L (daily max)	49.9 mg/L
	001	TSS	30 mg/L (mo avg)	32.1 mg/L
	001	TSS	45 mg/L (daily max)	55.5 mg/L
	001	Fecal Coliform	400 col/100 ml (daily max)	991 col/100 ml
Date	**Outfall**	**Parameter**	**Permit Limit**	**Reported Value**
Nov-2001	001	TSS	45 mg/L (daily max)	57 mg/L
Mar-2002	001	BOD_5	45 mg/L (daily max)	53.9 mg/L
Apr-2002	001	Fecal Coliform	400 col/100 ml (daily max)	2,351 col/100 ml
May-2002	001	TSS	30 mg/L (mo avg)	49.5 mg/L
	001	TSS	45 mg/L (daily max)	75 mg/L
	001	BOD_5	45 mg/L (daily max)	47.1 mg/L
Jun-2002	001	BOD_5	45 mg/L (daily max)	63.0 mg/L
	001	TSS	30 mg/L (mo avg)	45.88 mg/L
	001	TSS	45 mg/L (daily max)	78.0 mg/L
July-2002	001	BOD_5	1511 lbs/day (mo avg)	2762.86 lbs/day
	001	BOD_5	30 mg/L (mo avg)	47.85 mg/L

	001	BOD_5	45 mg/L (daily max)	121.90 mg/L
	001	TSS	30 mg/L (mo avg)	42.95 mg/L
	001	TSS	45 mg/L (daily max)	52.50 mg/L
Aug-2002	001	BOD_5	944 lbs/day (mo avg)	1286.38 lbs/day
	001	BOD_5	30 mg/L (mo avg)	91.0 mg/L
	001	TSS	30 mg/L (mo avg)	36.26 mg/L
	001	TSS	45 mg/L (daily max)	58.5 mg/L
	001	Fecal Coliform	400 col/100 ml (daily max)	460 col/100 ml
Sep-2002	001	BOD_5	45 mg/L (daily max)	46 mg/L
	001	TSS	30 mg/L (mo avg)	31.10 mg/L
	001	TSS	45 mg/L (daily max)	64.5 mg/L

G. The Respondent was issued **CONSOLIDATED COMPLIANCE ORDER AND NOTICE OF POTENTIAL PENALTY WE-CN-02-0821** on or about November 18, 2002, for the violation of effluent limitations, sampling and monitoring violations, as well as, record and reporting requirements. The Respondent received the Order on or about January 13, 2003. The Order required the Respondent to immediately take any and all steps necessary to meet and maintain compliance with LPDES permit LA0043982. The Respondent submitted a written response on or about February 3, 2003. The Respondent timely requested a hearing on **CONSOLIDATED COMPLIANCE ORDER AND NOTICE OF POTENTIAL PENALTY WE-CN-02-0821.**

H. The Respondent met with the Department on or about February 10, 2003, to discuss **CONSOLIDATED COMPLIANCE ORDER AND NOTICE OF POTENTIAL PENALTY WE-CN-02-0821.** During the meeting, the Respondent said a plan was being developed to address the effluent violations at its facility.

I. The Respondent submitted a supplemental response to **CONSOLIDATED COMPLIANCE ORDER AND NOTICE OF POTENTIAL PENALTY WE-CN-02-0821** on or about May 14, 2003. As part of a settlement offer for the aforementioned violations, the supplemental response

detailed a four-phase comprehensive plan to achieve and maintain compliance with LPDES permit LA0043982.

J. The Respondent was issued **WARNING LETTER WE-L-03-0896** on or about November 17, 2003. The Respondent submitted a written response to the Department on or about December 24, 2003, regarding **WARNING LETTER WE-L-03-0896**. In the letter, the Respondent said eleven (11) new aerators were installed on its oxidation ponds to address the effluent violations.

K. The Respondent was issued **CONSOLIDATED COMPLIANCE ORDER AND NOTICE OF POTENTIAL PENALTY WE-CN-04-0201** on or about February 23, 2004, for areas of concern noted in an inspection conducted by the Department on or about February 12, 2003. That inspection revealed that the Respondent's analytical results for BOD_5 were being reported incorrectly, resulting in inaccurate loading calculations. Specifically, BOD_5 results were being reported as 0 mg/L instead of <2.0 mg/L. Each failure to submit accurate Discharge Monitoring Reports (DMRs) is in violation of LPDES permit LA0043982 (Part II, Section A.2, and Part III, Section A.2), La. R.S. 30:2076 (A) (3), LAC 33:IX.501.A, LAC 33:IX.2355.A, LAC 33:IX.2355.L.4.a, and LAC 33:IX.2355.L.4.b. In connection with the inspection on February 12, 2003, a file review conducted by the Department on or about January 30, 2004, revealed the following permit violations from September 2002 through December 2003 as reported by the Respondent on its DMRs:

Date	Outfall	Parameter	Permit Limit	Reported Value
Oct-02	001	TSS	45 mg/L (daily max)	79.5 mg/L
Oct-02	001	TSS	30 mg/L (mo avg)	33.91 mg/L
Jan-03	001	BOD_5	45 mg/L (daily max)	97.3 mg/L
May-03	001	TSS	45 mg/L (daily max)	57 mg/L
Jun-03	001	TSS	30 mg/L (mo avg)	40.14 mg/L
Jun-03	001	TSS	45 mg/L (daily max)	73 mg/L
Sep-03	001	TSS	30 mg/L (mo avg)	47.3 mg/L

Sep-03	001	TSS	45 mg/L (daily max)	64.5 mg/L
Oct-03	001	BOD_5	445 lbs/day (daily avg)	846.3 lbs/day
Oct-03	001	TSS	30 mg/L (mo avg)	34 mg/L
Oct-03	001	TSS	45 mg/L (daily max)	53 mg/L
Nov-03	001	TSS	45 mg/L (daily max)	48.5 mg/L
Dec-03	001	TSS	45 mg/L (daily max)	55.5 mg/L

Each effluent excursion is in violation of LPDES permit LA0043982 (Part I, page 2 of 2, and Part III, Section A.2), La. R.S. 30:2076 (A) (1), La. R.S. 30:2076 (A) (3), LAC 33:IX.501.A, LAC 33:IX.501.D, and LAC 33:IX.2355.A.

L. Pursuant to a citizen complaint on or about May 3, 2004 the Department inspected the Respondent's sewage treatment collection system. The inspection revealed that untreated wastewater had over- flowed through a cleanout drain on to private property, as well as through a manhole cover on a public street on or about May 1, 2004, in violation of LPDES permit LA0043982 (Part III, Section B. 3.c), La. R.S. 30:2076 (A) (3), LAC 33:IX.501.A and LAC 33:IX.501.D.

M. The Respondent was issued **CONSOLIDATED COMPLIANCE ORDER AND NOTICE OF POTENTIAL PENALTY WE-CN-06-0040** on or about May 26, 2006, pursuant to an inspection of the Respondent's facility by the Department on or about June 16, 2005, and a subsequent file review conducted by the Department on or about April 20, 2006, revealed the following effluent excursions, as reported by the Respondent on its Discharge Monitoring Reports (DMRs) and Non-Compliance reports:

Date	Outfall	Parameter	Permit Limit	Sample Value
3/04	001A	TSS dly max	45 mg/L	77 mg/L
4/04	001A	TSS dly max	45 mg/L	81 mg/L
5/04	001A	TSS 30 day avg	30 mg/L	31.5 mg/L
6/04	001A	TSS 30 day avg	30 mg/L	36.48 mg/L
6/04	001A	TSS dly max	45 mg/L	51.5 mg/L
6/04	001A	Fecal dly max	400 cols/100mL	735 cols/100mL
7/04	001A	TSS 30 day avg	30 mg/L	33.2 mg/L

7/04	001A	TSS dly max	45 mg/L	52 mg/L
8/05	001A	TSS 30 day avg	692 lbs/day	865.16 lbs/day
9/05	001A	TSS 30 day avg	818 lbs/day	857.05 lbs/day
10/05	001A	TSS 30 day avg	629 lbs/day	733.65 lbs/day
11/05	001A	TSS 30 day avg	445 lbs/day	856.47 lbs/day
11/05	001A	TSS 30 day avg	30 mg/L	30.18 mg/L
11/05	001A	BOD 30 day avg	445 lbs/day	485.17 lbs/day
12/05	001A	TSS 30 day avg	445 lbs/day	787.2 lbs/day
12/05	001A	Fecal wkly avg	400 cols/100mL	2,880 cols/100mL
12/05	001A	BOD 30 day avg	445 lbs/day	539.14 lbs/day

Each effluent excursion is in violation of LPDES permit LA0043982 (Part I and Part III, Section A.2), La. R.S. 30:2076(A) (1), La. R.S. 30:2076(A) (3), LAC 33:IX.501.A, LAC 33:IX.501.D, and LAC 33:IX.2701.A. The inspection conducted by the Department on or about June 16, 2005, and the subsequent file review conducted by the Department on or about April 20, 2006, also showed that the Respondent failed to provide adequate Operations and Maintenance (O&M) on its POTW. The design capacity of the POTW is 5.3 MGD; a review of the flow/effluent records revealed flow levels exceeded the design capacity during the following months in 2004: March, April, May, June, and July; and in September and November, 2005 . The failure to provide adequate O&M is in violation of LPDES permit LA0043982 (Part III, Sections A.2 and B.3.a) La. R.S. 30:2076(A) (1), La. R.S. 30:2076(A) (3), LAC 33:IX.501.A, LAC 33:IX.2701.A, and LAC 33:IX.2701.E. During the same inspection conducted by the Department on or about June 16, 2005, and the same subsequent file review also revealed that the POTW exceeded the design capacity for the months of August through December, 2004, January through June, 2005, and January through March, 2006.

III.

In response to Consolidated Compliance Orders and Notices of Potential Penalty CO/NOPP Numbers WE-CN-02-0821, WE-CN-04-0201 and WE-CN-06-0040, Respondent filed timely requests for hearing.

IV.

Respondent denies it committed any violations or that it is liable for any fines, forfeitures and/or penalties.

V.

Nonetheless, the 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 Seventeen Thousand and No/100 Dollars ($17,000.00), of which One Thousand Nine and 31/100 Dollars ($1,009.31) represents DEQ's enforcement costs, in settlement of the claims set forth in this agreement.

VI.

Respondent, in addition to the penalty amount specified in Paragraph V above, and as part of this Settlement, agrees to perform work valued at an amount ranging from Nine Hundred Thousand and No/100 Dollars ($900,000.00) to One Million One Hundred Forty-Eight Thousand Three Hundred Sixty and No/100 Dollars ($1,148,360.00) to implement and/or perform the following projects or enhancements in an effort to achieve and maintain compliance with LPDES permit LA0043982. Within thirty (30) days after the effective date of this agreement, the Department and Respondent shall meet to determine whether or not a permit modification is necessary for the implementation of the comprehensive four-phase plan set forth in this agreement. If necessary, the Respondent shall prepare and submit to the Department an application for a permit modification within 60 days after the determination that a permit modification is necessary. Should a permit modification be necessary, the Department hereby authorizes the implementation of the plan set forth

herein. Furthermore, the Respondent shall have a two (2) year period, beginning with the effective date of this agreement to comply with the requirements of its current permit at issue in the enforcement actions and violations set forth in paragraph II of this agreement:

A. Phase 1: Immediate Phase-Procedural, Testing, and Monitoring Enhancements

The Respondent agrees to develop and implement procedural, testing, and monitoring improvements to its LPDES sampling program. The Respondent estimates a cost of $50,000 for completion of Phase 1 of the plan. Phase 1 of the plan shall include the following steps:

1. Appointment of a Laboratory Operator

The Respondent agrees to appoint an in-house Laboratory Operator with extensive laboratory experience. The Laboratory Operator will provide for increased monitoring of the treatment process as well as the collection, handling, and analyses of samples. The Respondent agrees that the Laboratory Operator will be assigned the following job duties:

a) conduct turbidity tests to be correlated with TSS for early recognition of problems with TSS;

b) conduct multiple daily checks on chlorine content of effluent to provide quicker response time for any malfunction of the chlorine systems;

c) periodically review the pond and rock filter biology, including test data and computations of the pond and rock filter treatment efficiencies;

d) conduct dissolved oxygen ("DO") test at various points in the pond and in the rock filter to assure a high level of DO;

e) have immediate and daily interaction with the testing laboratory to assure knowledge of invalid type test or unusual testing concerns on a daily basis; and

f) review all test results to assure that there are no abnormal values or values that are unexplained.

The specifications, frequency and necessary clarifications concerning the above tests, procedures, reviews and correlations will be set forth in the update and/or rewrite of the plant's Operations and Maintenance Manual, as required by Paragraph VI (A.6), below.

2. Procedures to Address Potential for Contamination of Samples

The Respondent agrees to implement safeguards and develop written procedures to prevent the accidental contamination of wastewater samples. The new or modified procedures and safeguards shall address the following:

a) increased frequency of cleaning the sampling tubes, sampling equipment, collection equipment, sample jars, bottles, and glassware; and

b) increased disinfection and additional caution in sampling and handling procedures to eliminate contamination of samples.

3. Duplicate Samples for Resolution of Inconsistent Individual and Composite Pond Results

Respondent shall obtain analysis of duplicate samples for BOD5/TSS and Fecal Coliform for a period of 90 days, and if the resulting data provides useful information, will continue analyzing duplicate samples until the cause of the previously unusual results concerning the individual results from the two ponds and the composite results have been resolved.

The Respondent agrees to develop and implement written procedures in order to collect duplicate samples for composite BOD_5, composite TSS, and fecal coliform analyses. The results of duplicate samples will be reported on Discharge Monitoring Reports (DMRs); however, the duplicate samples will also serve as back-up samples, in case the results from any sample analyses indicate inconsistent results, as compared with the individual pond analyses.

4. Flow Management

The Respondent agrees to develop and implement a written procedure to address and maintain flow management for each rock filter at the wastewater treatment plant. Development and implementation of these procedures will ensure that the mass loading discharge into the Ouachita River is within LPDES permit limitations.

5. Additional Data Accumulation

In Phase 1, the Respondent agrees to collect, review, and analyze the following data to evaluate and improve the efficiency of the wastewater treatment plant:

a) biological growth data from the ponds and rock filters at the facility;

b) effluent flow data into the ponds from West Monroe and West Ouachita collection systems;

c) raw sewage data for both systems;

d) data on heavy metals and other constituents of the influent;

e) data on the aeration and mixing effects in the ponds;

6. Update Operations and Maintenance Manual

The Respondent shall update and/or re-write the plant operations and maintenance manual, as needed to address any compliance issues identified by the data analysis required by Paragraph VI. D. 1 through 5, herein. Should additional revisions to the operations and maintenance manual became necessary, due to the information collected and analyzed in the remaining phases of this project, these revisions shall be completed by the end of Phase 4.

B. Phase 2: Short Term Phase-Flood Protection and Additional Improvements

To eliminate exceedances caused by flooding of the rock filters from the Ouachita River, the Respondent agrees to develop and implement a plan to protect the filters from floodwaters when the Ouachita River stage is between 68.5 feet and 79.0 feet. The Respondent estimates that completion of Phase 2 of the plan will cost of $640,710.00. The Respondent agrees to address the operational problems at the West Monroe Wastewater Treatment Plant associated with flooding events as follows:

1. Sluice gates - Sluice gates are currently installed at each of the outfall pipes. The Respondent agrees to modify the sluice gates with electric motors to allow plant operators to close the outfall pipes and prevent river water from entering the plant during flooding events.

2. Pumps - During flooding events, the sluice gates for the outfall pipes will be closed; therefore, wastewater will be manually pumped over the levee. The Respondent agrees to install a 50 horsepower, variable speed pump at each outfall location to allow the plant to continue operate properly during flooding events.

3. Transfer pipes and valves –At times of heavy rainfall, the Respondent must increase the flow rate of wastewater from the oxidation ponds to the rock filters. The Respondent agrees to install pipes with valves to allow the manual control of gravity flow between the ponds and the rock filters during flooding events.

1. Engineering – The Respondent agrees to survey, design, inspect, and test all of the above-mentioned elements associated with Phase 2 of the plan.

C. Phase 3: Mid Term Phase-Additional Improvements

Phase 3 of the plan involves the maintenance and refurbishment of existing equipment at the facility. The Respondent estimates that completion of Phase 3 of the plan will cost $457,650.00. The Respondent agrees to conduct the following work at its facility with regard to Phase 3:

1. Rock filters – The Respondent agrees to remove, clean, and refurbish all of the rock filters at its facility.

2. Engineering - The Respondent agrees to survey, design, inspect, and test all of the above-mentioned elements associated with Phase 3 of the plan.

D. Phase 4: Long Term Phase

The Respondent agrees to conduct a facility study/treatability study to evaluate the facility's capacity and efficiency. Phase 4 of the plan is comprised of the following elements:

1. evaluate performance, treatability studies, existing treatment plant processes, existing operational processes, existing testing procedures, and existing facilities;

2. determine, which, if any, of the following facility changes, should be implemented during Phase 4:

   a) the installation of additional aerators. If the Phase 4 study indicates additional aerators are appropriate, Respondent shall install all necessary aerators prior to the completion of Phase 4, as set forth herein below;

   b) a better and more efficient alternative to covering the final cell of each oxidation pond at the facility with fabric to achieve reduction or elimination of algae transferred by the pond effluent into the rock filters. If the Phase 4 study indicates there is no better alternative, then the Respondent shall install the pond liners; if there is a better alternative, the Respondent install/implement the agreed upon alternative prior to the completion date for Phase 4 as set forth herein; and

   c) design and installation of new and/or modified chlorine contact chambers for each of the rock filters at the facility. If the phase 4 study indicates that such is necessary, then the Respondent shall complete the design and installation of chlorine contact chambers by the end of Phase 4;

3. develop conceptual plans for additional recommended improvements, enhancements, and expansions to the facility;

4. develop a growth analysis for future requirements of the facility;

5. develop a schedule for implementation of facility improvements/changes recommended in the studies conducted pursuant to VI.D.1, VI.D.3 and VI.D.4.

6. test, troubleshoot, and address all compliance issues that may arise in order to achieve compliance with all environmental laws and regulations.

7. should additional revisions to the operation and maintenance manual become necessary, due to information collected and analyzed in Phases 2, 3, or 4 of this project, such revisions shall be completed by the end of Phase 4.

E. Schedules, Reporting, and Interim Progress Reports:

The Respondent shall complete each phase of the plan in accordance with the following schedule:

Phase	Completion Date
Phase 1: Immediate Phase	Within 30 days after the Settlement Agreement becomes final
Phase 2: Short Term Phase	Within 120 days after completion of Phase 1
Phase 3: Mid Term Phase	Within 240 days after completion of Phase 2
Phase 4: Long Term Phase	Within 310 days after completion of Phase 3

The Respondent shall submit a full written report within 30 days after the completion of each phase of the plan. Each written report shall summarize all steps taken to implement and complete the elements listed for each corresponding phase of the plan, list and describe all written procedures developed and implemented for each corresponding phase of the plan, and describe and list all capital improvements initiated and/completed at the facility to achieve and maintain compliance with LPDES permit LA0043982 for each corresponding phase of the plan.

In addition, the Respondent shall submit quarterly written progress reports to the Department regarding progress made to complete each phase of the plan. The first progress report is due within

90 days after the Settlement Agreement becomes effective. Interim quarterly progress reports shall be submitted to the Department until all phases of the plan are complete. A copy of all reports shall be submitted to the Administrator of Enforcement at Headquarters and the Manager at the Northeast Regional Office of LDEQ.

F. Compliance:

After completion of Phase 4, the Respondent shall demonstrate twelve (12) consecutive months of compliance with the terms and conditions of Louisiana Pollutant Discharge Elimination System (LPDES) permit LA0043982 or current LPDES permit. Should Respondent not be able to demonstrate twelve consecutive months of compliance with its LPDES permit after the completion of Phase 4, the Respondent shall submit for the Department's review additional remedial measures or projects to achieve compliance with the Respondent's current LPDES permit.

G. Expenditures:

The total amount of money expended by Respondent on cash payments to DEQ and on the projects and enhancements described above, shall be considered a civil penalty for tax purposes, as required by La. R.S. 30: 2050.7(E)(1).

VII.

The Respondent shall pay stipulated penalties as set forth herein below to the Department for any effluent violation(s) of its applicable LPDES permit occurring anytime beyond two years from the date this settlement agreement becomes effective. Under no circumstances shall stipulated penalties extend beyond December 31, 2009. The stipulated penalties are payable to the Department as follows:

Permit Violation	Penalty per day, per violation
Each exceedance of the daily maximum limit; or non-monthly average limit	$ 250.00
Each exceedance of monthly average limits	$ 500.00
Each failure to submit timely Monthly reports	$ 50.00
All other violations, per occurrence	$ 100.00

The Respondent shall notify the Department, in writing, within 24 hours of the discovery of any failure to comply with the terms of this settlement agreement where stipulated penalties are due. Nothing in this Settlement Agreement shall be construed as prohibiting, altering or in any way limiting the ability of the Department to seek other remedies or sanctions for any effluent violation(s).

VIII.

As long as the Respondent uses its best efforts to comply with this Settlement Agreement and uses due diligence to achieve compliance with LPDES permit effluent limitations and the compliance measures set forth in this Settlement Agreement, only stipulated penalties shall be applicable to violations of this Settlement Agreement. Stipulated penalties shall not be applicable after December 31, 2009, nor will the Department issue any additional penalties for any violation for which a stipulated penalty has been issued pursuant to paragraph VII. The payment of stipulated penalties shall not alter in any way the Respondent's obligation to complete the performance for the actions described in this Settlement Agreement. Notwithstanding any other provisions of Paragraph VII, the Department may, at its discretion, waive any portion of stipulated penalties pursuant to this Settlement Agreement. Other than as provided in this paragraph, nothing in this Settlement

Agreement shall be construed as prohibiting, altering or in any way limiting the ability of the Department to seek appropriate remedies, sanctions or penalties under any statute or regulation, should the Respondent violate the terms of this Settlement Agreement.

IX.

In full consideration of all matters precedent, the Respondent and the Department agree that the terms and conditions of this Settlement Agreement shall commence on the effective date of the Settlement Agreement until December 31, 2009. After the termination of this Settlement Agreement, the Department may seek any and all actions available under the Act against the Respondent. Notwithstanding the forgoing, in no event shall the December 31, 2009 termination date affect the parties' agreement that any and all claims for penalties for the violations in the Department's findings of fact set forth hereinabove are compromised and settled.

X.

For purposes of this Settlement Agreement, force majeure is any circumstance including weather, acts of God and other circumstances arising from causes beyond Respondent's reasonable control, despite Respondent's due diligence and good faith efforts. In the event of a valid force majeure occurrence, the time for the performance of any activity delayed by the force majeure event shall be extended for a time period commensurate with the delay caused by the unavoidable force majeure occurrence. However, under no circumstances shall any deadline be extended beyond the December 31, 2009. The Respondent shall notify the Department in writing no later than fifteen (15) days after Respondent becomes aware of a circumstance which may delay or prevent, or has delayed or prevented, performance of any activity set forth in this Settlement Agreement. The notice shall

give the cause of the delay, the anticipated length of time of the delay, the measures taken by Respondent to correct, prevent or minimize the delay as well as a time table outlining actions taken in the past or to be taken in the future.

XI.

Any dispute arising from this settlement shall be commenced by the Respondent providing a written Notice of Dispute to the Department no later than ten (10) days from the event causing the dispute. The written Notice of Dispute shall clearly set forth the matter(s) in dispute. Informal negotiations shall commence between the parties within fourteen (14) calendar days of the Department receiving the Notice of Dispute. Informal negotiations shall not exceed twenty (20) calendar days. Should the Respondent elect to proceed to formal Dispute Resolution, the Respondent shall submit to the Department a written Statement of Position regarding the matter(s) in dispute within five (5) calendar days from the expiration of the informal dispute resolution period. The statement shall include, but not be limited to, any relevant factual data, analysis or opinion supporting the Respondent's position, as well as any relevant documentation. The Department shall issue a written Statement of Decision replying to Respondent's Statement of Position within forty-five (45) days after receipt. Respondent may request an adjudicatory hearing on a disputed issued of material fact or law arising from the Department's Statement of Decision within fifteen (15) days after receipt. The request for adjudicatory hearing shall specify the provisions of the Statement of Decision on which the hearing is requested and shall briefly describe the basis for the request. In the event Respondent fails to file a written Notice of Dispute, Statement of Position or Hearing Request as set forth herein, Respondent will be bound by the Department's decision. Invoking dispute resolution procedures under this paragraph shall not extend, post pone or otherwise affect in any way any obligation of the Respondent under this settlement, not directly in dispute or related thereto,

unless the Department agrees otherwise. Stipulated Penalties with respect to the disputed matter shall continue to accrue during any period of dispute resolution, and payment of any Stipulated Penalties shall be stayed pending resolution of the dispute as provided herein. If the Respondent does not prevail on the disputed issues at an adjudicatory hearing, stipulated penalties shall be assessed. All work directly affected by the dispute shall proceed according to schedule.

XII.

Respondent further agrees that the Department may consider the inspection report(s), the Enforcement Actions named herein 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.

XIII.

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.

XIV.

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.

XV.

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

XVI.

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 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).

XVII.

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

XVIII.

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. This Settlement Agreement shall be effective upon notice that all parties have executed same.

CITY OF WEST MONROE

BY: _____
(Signature)

DAVE NORRIS
(Print)

TITLE: MAYOR

THUS DONE AND SIGNED in duplicate original before me this 24th day of August, 2006, at West Monroe, Louisiana

_____
NOTARY PUBLIC (ID # 16846)

Jayne C. Norton
Notary # 16846
(Print)

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
Mike D. McDaniel, Ph.D., Secretary

BY: _____
Harold Leggett, Ph.D., Assistant Secretary
Office of Environmental Compliance

THUS DONE AND SIGNED in duplicate original before me this 31st day of October, 2006, at Baton Rouge, Louisiana.

_____
NOTARY PUBLIC (ID # 20456)

Ted R. Doyle, Jr.
(Print)

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