

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:

ENABLE MCLEOD, LLC

AI # 31720

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

* Settlement Tracking No.
* SA-AE-15-0076
*
* Enforcement Tracking No.
* AE-PP-14-00505
*
*
*
*

SETTLEMENT

The following Settlement is hereby agreed to between Enable McLeod, 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 a natural gas, crude oil, and saltwater collection and separation facility located in Caddo Parish, Louisiana (“the Facility”).

II

On May 14, 2015, the Department issued to Respondent a Notice of Potential Penalty, Enforcement No. AE-PP-14-00505, which was based upon the following findings of fact:

“On or about April 15, 2015, a file review of Mooringsport Compressor Station, (the facility), a natural gas, crude oil, and saltwater collection and separation facility, owned and/or operated by Enable McLeod, LLC (Respondent), was performed to determine the degree of compliance with the Louisiana Environmental Quality Act (the Act) and the Air Quality

Regulations. The facility is located five miles southwest of Mooringsport, in Caddo Parish, Louisiana. The facility operates, or has operated, under Air Permits as shown in Table A:

TABLE A

Permit No.	Permit Issue Date
0500-00104-02	May 7, 2003
0500-00104-03	April 30, 2013

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 file review:

In correspondence dated January 22, 2014, the Respondent reported that the facility had not met the necessary engine oil maintenance on Caterpillar Engine C-3 (EQT 0002) as required by 40 CFR 63 Subpart ZZZZ. The requirement is to perform an oil analysis or execute an oil change at an interval of 1,440 run hours, or annually, whichever occurs first. The Respondent's rental/maintenance contractor was topping off the engine, rather than changing or analyzing the oil. In electronic correspondence dated May 30, 2014, the Respondent stated that the engine was put in service on or about October 19, 2014. In electronic correspondence dated June 17, 2014, the Respondent verified that the oil was changed on or about January 22, 2014, and that the engine had 1,751 run hours at that time. The failure to perform the specified maintenance is a violation of Specific Requirement No. 3 of Air Permit No. 0500-00104-03, LAC 33:III.501.C.4, La. R.S. 30:2057(A)(1) and 30:2057(A)(2)."

Since the issuance of this enforcement action on May 14, 2015 the facility was issued amended air permit 0500-00104-04 on September 2, 2015. For clarification the engine was placed into service on October 19, 2013.

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 TWO THOUSAND SEVEN HUNDRED EIGHTY-SEVEN AND 25/100 DOLLARS (\$2,787.25) of which Seven Hundred Eighty Seven and 25/100 Dollars (\$787.25) 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), 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 La. R. S. 30:2025(E) of the Act.

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 Caddo 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.

ENABLE MCLEOD, 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)

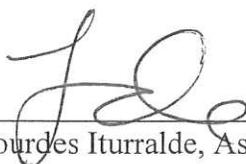
LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
Chuck Carr Brown, Ph.D., Secretary

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