

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:

EXCELL SERVICES, INC. (NEVADA)

AI # 86797

PROCEEDINGS UNDER THE LOUISIANA

ENVIRONMENTAL QUALITY ACT

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

- * **Settlement Tracking No.**
- * **SA-RE-08-0038**
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- * **Enforcement Tracking No.**
- * **RE-PP-07-0008**
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SETTLEMENT

The following Settlement is hereby agreed to between Excell Services, Inc. (Nevada) (Respondent) and the Department of Environmental Quality (Department), under authority granted by the Louisiana Environmental Quality Act, La. R.S. 30:2001, et seq. (the Act).

I

Respondent is a corporation that owns and/or operates Mosley Wireline Service, a wireline services facility, located at 3000 Highway 80 East in Haughton, Bossier Parish, Louisiana (“the Facility”).

II

On February 28, 2007, the Department issued to Respondent a Notice of Potential Penalty, Enforcement Action No. RE-PP-07-0008, which was based upon the following findings of fact:

On or about August 22, 2006, an inspection of Mosley Wireline Service, owned and/or operated by Excell Services, Inc. (Nevada) (Respondent), was performed to determine the degree of compliance with the Louisiana Environmental Quality Act (the Act) and the Radiation Protection

Regulations. The facility is located at 3000 Highway 80 East in Haughton, Bossier Parish, Louisiana.

The following violations were noted during the course of the inspection:

- A. The Respondent failed to have a written agreement with the well operator, well owner, drilling contractor, or land owner prior to performing wireline service operations with a sealed source, in violation of LAC 33:XV.2004.A.
- B. The Respondent failed to calibrate the Ludlum model 3 (serial number 167505) survey meter at intervals that did not exceed six months, in violation of LAC 33:XV.2013.B.1.
- C. The Respondent failed to test the Gammatron model AN-HP sealed source (serial number N584) at intervals that did not exceed six months, in violation of LAC 33:XV.2014.C.1.
- D. The quarterly inventory report did not include the quantity of radiation, in violation of LAC 33:XV.2015.A. This violation was adequately addressed prior to the conclusion of the inspection.
- E. The Respondent failed to keep and maintain the operating and emergency procedures at the field station for the inspection by the Department, in violation of LAC 33:XV.2042.A.2.
- F. The Respondent failed to keep and maintain the survey records required pursuant to LAC 33:XV.2041 at the field station for inspection by the Department, in violation of LAC 33:XV.2042.A.9.
- G. The Respondent failed to keep and maintain training records required pursuant to LAC 33:XV.2020 at the field station for inspection by the Department, in violation of LAC 33:XV.2042.A.10. This violation was adequately addressed on or about August 23, 2006.

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

EIGHTEEN THOUSAND NINE HUNDRED FORTY-TWO AND 89/100 DOLLARS (\$18,942.89), of which Three Hundred Seventeen and 89/100 Dollars (\$317.89) 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), 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 Bossier 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 an original proof-of-publication affidavit and 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.

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

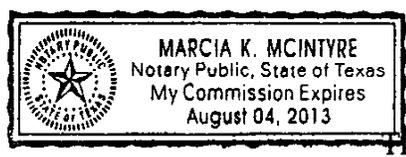
In consideration of the above, any claims for penalties are hereby compromised and settled in accordance with the terms of this Settlement.

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.

EXCELL SERVICES, INC. (NEVADA)

BY: C.D. Daniels
(Signature)



C. D. Daniels
(Print)

TITLE: Exec. Vice President

THUS DONE AND SIGNED in duplicate original before me this 1st day of October, 2009, at 15508 Wright Brothers Dallas TX

Marcia K. McIntyre
NOTARY PUBLIC (ID # _____)

Marcia K. McIntyre
(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 29th day of December, 2009, at Baton Rouge, Louisiana.

T. R. Boyles, Jr.
NOTARY PUBLIC (ID # 40534)

Tel R. Boyles, Jr.
(Print)

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