

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:

LOUISIANA LAND & WATER
COMPANY, INC., UTILITY DATA
SERVICE CORPORATION AND
GRACE UTILITIES, INC.

AI#s 31404, 38680, 43547, 43548, 31428,
31171, 43549, 43674, 43675, 43678, 18858,
43780, 43777, 43781, 85975

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

* Settlement Tracking No.
* SA-MM-15-0017
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* Enforcement Tracking No.
* MM-P-09-0037
* WE-P-09-0162
* WE-P-09-0163
*
* Docket Nos.
* 2009-8451-EQ
* 2009-8481-EQ
* 2009-8457-EQ
*

SETTLEMENT

The following Settlement is hereby agreed to between Louisiana Land & Water Company, Inc. , Utility Data Service Corporation and Grace Utilities, Inc., (“Respondents”) 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

Respondents are corporations that own and/or operate sewer treatment facilities located in Ouachita, Morehouse, Madison and Richland Parishes, Louisiana (“the Facilities”).

II

On June 30, 2009, the Department issued to **Louisiana Land & Water Company, Inc.** a Penalty Assessment, Enforcement No. **MM-P-09-0037 (Exhibit A)**, in the amount of \$143,353.38.

On June 30, 2009, the Department issued to **Utility Data Service Corporation** a Penalty Assessment, Enforcement No. **WE-P-09-0162 (Exhibit B)**, in the amount of \$142,068.91.

On June 30, 2009, the Department issued to **Grace Utilities, Inc.** a Penalty Assessment, Enforcement No. **WE-P-09-0163 (Exhibit C)**, in the amount of \$89,047.81.

III

In response to the Penalty Assessments Respondents made timely requests for a hearing.

IV

Respondents deny they committed any violations or that they are liable for any fines, forfeitures and/or penalties.

V

Nonetheless, Respondents, without making any admission of liability under state or federal statute or regulation, agree to pay, and the Department agrees to accept, a payment in the amount of FOURTEEN THOUSAND AND NO/00 DOLLARS (\$14,000.00) in settlement of the claims set forth in this agreement., which amount represents a portion of the Department's Eighteen Thousand Four Hundred Sixty Nine and 10/100 Dollars (\$18,469.10) enforcement response cost. The total amount of money expended by Respondents 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).

VI

Respondents further agree that the Department may consider the inspection report(s)/permit record(s), the Penalty Assessments and this Settlement for the purpose of determining compliance history in connection with any future enforcement or permitting action by the Department against Respondents, and in any such action Respondents shall be estopped from objecting to the above-referenced documents being considered as proving the violations alleged herein for the sole purpose of determining Respondents' compliance history.

VII

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 Respondents hereby waive 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.

VIII

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.

IX

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.

X

The Respondents have caused a public notice advertisement to be placed in the official journal of the parish governing authorities in Ouachita, Morehouse, Madison, and Richland Parishes, 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. Respondents have 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.

XI

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).

XII

In consideration of the above, any claims for penalties are hereby compromised and settled in accordance with the terms of this Settlement. The parties to the agreement fully release all other parties to this agreement, their officers, agents, and employees from any and all claims made or which could have been made in these or other proceedings.

XIII

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 LAND & WATER COMPANY, INC.

BY: _____
(Signature)

(Printed)
TITLE:

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

NOTARY PUBLIC (ID # _____)

(stamped or printed)

UTILITY DATA SERVICE CORPORATION

BY: _____
(Signature)

(Printed)

TITLE:

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

NOTARY PUBLIC (ID # _____)

(stamped or printed)

GRACE UTILITIES, INC.

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
Peggy M. Hatch Secretary

BY: _____
D. Chance McNeely, 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:  _____
D. Chance McNeely, Assistant Secretary