STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

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| **IN THE MATTER OF:** | * | **Settlement Tracking No.** |
| | * | **SA-AE-10-0024** |
| **WALTER OIL & GAS CORPORATION** | * | |
| | * | **Enforcement Tracking No.** |
| **AI # 140631** | * | **AE-PP-08-0153** |
| | * | |
| **PROCEEDINGS UNDER THE LOUISIANA** | * | |
| **ENVIRONMENTAL QUALITY ACT** | * | |
| **LA. R.S. 30:2001, ET SEQ.** | * | |

## SETTLEMENT

The following Settlement is hereby agreed to between Walter Oil & Gas Corporation ("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 that owns and/or operates an oil and gas production facility located 0.2 miles north of Crowley, Acadia Parish, Louisiana ("the Facility").

II

On March 10, 2009, the Department issued to Respondent a Notice of Potential Penalty, Enforcement No. AE-PP-08-0153, which was based upon the following findings of fact:

On or about July 22, 2008, an inspection of Carrol E Bratton #1 Production Facility, owned and/or operated by Walter Oil & Gas Corporation (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 0.2 miles north of Crowley, Acadia Parish, Louisiana. The facility currently operates under Air Permit No. 0040-00165-00, issued on November 24, 2008.

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

A. During the course of the inspection, the inspector noted the facility was operating without an air permit. According to correspondence from the Respondent dated October 14, 2008, the facility was built around November 1, 2006. On or about October 21, 2008, the Respondent submitted an air permit application to the Department. The Respondent failed to submit a permit application to the permitting authority prior to constructing the facility. This is a violation of LAC 33:III.501.C.1 and La. R.S. 30:2057(A)(1) and 30:2057(A)(2).

B. During the course of the inspection, the inspector noted that the facility was operating without an air permit. According to correspondence from the Respondent's representative dated October 14, 2008, production began on December 6, 2006, at the facility. The facility's Air Permit No. 0040-00165-00 was approved on November 24, 2008. Operating the facility between December 6, 2006, and November 24, 2008, without an air permit is a violation of LAC 33:III.501.C.2 and La. R.S. 30:2057(A)(1) and 30:2057(A)(2).

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 ONE HUNDRED AND NO/100 DOLLARS ($2,100.00), of which One Hundred Forty-Five and 80/100 Dollars ($145.80) 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 Acadia 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 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.

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.

**WALTER OIL & GAS CORPORATION**

BY: _____
(Signature)

_____
(Print)

TITLE: _____

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

_____
NOTARY PUBLIC (ID #_____)

_____
(Print)

**LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY**
Peggy M. Hatch, Secretary

BY: _____
Beau James Brock, 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: Paul D. Miller
Paul D. Miller, P.E., Assistant Secretary