

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:

CITY OF ST. MARTINVILLE

AI # 34059

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

* Settlement Tracking No.
* SA-AE-17-0048
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* Enforcement Tracking No.
* AE-CN-13-00642
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SETTLEMENT

The following Settlement is hereby agreed to between City of St. Martinville (“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 governmental entity that owns and/or operates a facility located in St. Martin Parish, Louisiana (“the Facility”).

II

“On November 5, 2013, the Department issued to Respondent a Consolidated Compliance Order & Notice of Potential Penalty, Enforcement No. AE-CN-13-00642, which was based upon the following findings of fact:

The Respondent owns and/or operates the City of St. Martinville Water Treatment Plant (the facility), located at 1220 Aubrey Ozenne Road in St. Martinville, St. Martin Parish, Louisiana.

On or about April 16, 2013, the Department conducted an inspection of the facility to determine compliance with the Act and the Air Quality Regulations.

While the Department's investigation is not yet complete, the following violations were discovered during the course of the inspection:

- A. The Respondent failed to compile and maintain up-to-date safety information. Specifically, safe upper and lower temperatures, pressures, and flows related to the regulated substances, processes, and equipment were not included in the safety information. This is a violation of LAC 33:III.5901.A which incorporates by reference 40 CFR 68.48(a)(3).
- B. The Respondent failed to conduct two hazard reviews which are required at least once every five years. The last hazard review was conducted on July 1, 2003. This is a violation of LAC 33:III.5901.A which incorporates by reference 40 CFR 68.50(d).
- C. The Respondent failed to conduct two compliance audits which are required at least every three years to verify that procedures and practices are adequate and are being followed. The last compliance audit was conducted on November 28, 2005. This is a violation of LAC 33:III.5901.A which incorporates by reference 40 CFR 68.58(a)."

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 THREE THOUSAND FOUR HUNDRED THIRTY-THREE AND 98/100 DOLLARS (\$3,433.98), which represents the Department's enforcement costs and benefit of noncompliance, in settlement of the claims set forth in this agreement.

V

Respondent, in addition to the enforcement costs and benefit of noncompliance specified in Paragraph IV above and as part of this Settlement, agrees to expend the amount of SIX THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$6,500.00) to implement and/or perform the following

beneficial environmental projects:

- A. Prepare and conduct a discharge exercise involving local and State response organizations. Introduce attending personnel to facility operations, locations of hazardous material, and specific facility layout. Use this exercise to review emergency planning material for facility, and prepare updates to manuals and documents as necessary.
- B. Introduce capabilities and provide basic understanding of the EPA's CAMEO suite of software to local response personnel.
- C. Provide local response organizations with digital files indicating registered Tier I facilities with St. Martin Parish, including most recently reported lists of inventories. Digital files could be utilized by first responders with GIS programs such as the CAMEO suite, Google Earth, etc.
- D. Respondent shall submit monthly reports regarding its progress on the projects. The first shall be due on the 5th of the month following the date the Department signs this Settlement. Monthly reports shall be submitted on the 5th of every month thereafter until the project is completed. Each such monthly report shall include a description of the project, tasks completed, tasks remaining, the percentage completed, and money expended on each project through the date of the report. Upon completion of all projects required under this Settlement, Respondent shall submit a final report to include a summary of all the information previously submitted and a total amount spent on the projects listed above. It shall also contain a certification that the projects were completed as described.
- E. If Respondent does not spend the amount of \$6,500.00, then it shall, in its final report,

propose additional projects for the Department's approval or pay to the Department in an amount equal to the difference between the amount of money agreed to be spent and the amount of money actually spent.

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

VI

Respondent further agrees that the Department may consider the inspection report(s), the Consolidated Compliance Order & 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.

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 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.

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 and the rules relating to beneficial environmental projects set forth in LAC 33:I.Chapter 25.

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 Respondent has caused a public notice advertisement to be placed in the official journal of the parish governing authority in St. Martin 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.

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.

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.

CITY OF ST. MARTINVILLE

BY: Melinda Mitchell
(Signature)

Melinda Mitchell
(Printed)

TITLE: Mayor

THUS DONE AND SIGNED in duplicate original before me this 8th day of January, 20 19, at St. Martinville, LA.

Lorrie M. Poirier
NOTARY PUBLIC (ID # _____)

LORRIE M. POIRIER
NOTARY PUBLIC #67553
MY COMMISSION IS FOR LIFE
(stamped or printed)

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

BY: [Signature]
Lourdes Iturrealde, Assistant Secretary
Office of Environmental Compliance

THUS DONE AND SIGNED in duplicate original before me this 15th day of Oct, 20 19, at Baton Rouge, Louisiana.

[Signature]
NOTARY PUBLIC (ID # 19181)

Perry Theriot
(stamped or printed)

Approved: [Signature]
Lourdes Iturrealde, Assistant Secretary