STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:	*	**Settlement Tracking No.**
	*	**SA-HE-14-0037**
BP AMERICA PRODUCTION COMPANY	*	
LAFOURCHE PARISH	*	**Enforcement Tracking No.**
AI # 97273	*	**HE-CN-10-01509**
	*	
PROCEEDINGS UNDER THE LOUISIANA	*	
ENVIRONMENTAL QUALITY ACT	*	
LA. R.S. 30:2001, ET SEQ.	*	

SETTLEMENT

The following Settlement is hereby agreed to between BP America Production Company ("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 a port facility located in Lafourche Parish, Louisiana ("the Facility").

II

On May 13, 2011, the Department issued to Respondent a Consolidated Compliance Order & Notice of Potential Penalty, Enforcement No. **HE-CN-10-01509**, which was based upon the following findings of fact:

"The Respondent owns and/or operates a port facility that conducts operations supporting the transportation of chemicals and materials to oil and gas exploration rigs located in the Gulf of Mexico known to the Department as BP America Production Company - Port Fourchon Shorebase. The facility is located at 106 Ninth Street, Lot 1, Port Fourchon, Lafourche Parish, Louisiana. The

facility has notified the Department as a large quantity generator of hazardous waste and operates under the EPA facility identification number LAR000048611.

On or about September 10, 2010, Respondent notified the Department's Office of Environmental Compliance, Emergency and Radiological Services Division, Single Point of Contact (SPOC) of an incident associated with a 55-gallon container of hazardous paint waste (D001) that was transported from the Respondent's Port Fourchon facility to the River Birch Landfill (a permitted, Type I & II Solid Waste Landfill in Kenner, Louisiana) inside of a roll-off container of non-hazardous wastes. The 55- gallon container of hazardous paint waste (D001) was subsequently disposed of within the River Birch Landfill along with the non-hazardous contents of the roll-off container that had been purposefully sent to the landfill for disposal. The River Birch Landfill is not authorized and/or permitted to accept hazardous wastes for storage, treatment, and/or disposal. An assessment of the circumstances associated with the aforementioned incident, and subsequent file review conducted by the Department on or about September 17, 2010, revealed the following violations:

A. The Respondent offered its generated hazardous waste to a facility that did not have the required permits (or other authorization) necessary to receive and manage the generator's waste, in violation of LAC 33:V.1105.C. Specifically, the Respondent shipped a 55-gallon container of paint waste, a D001 ignitable hazardous waste, to a RCRA Subtitle D Landfill facility that was not authorized to receive offsite-generated hazardous waste.

B. The Respondent transported or offered for transportation, hazardous waste for off-site treatment, storage, or disposal, or a treatment, storage, and disposal facility, without preparing a Uniform Hazardous Waste Manifest, in violation of LAC 33:V.1107.A.1.

Specifically, the Respondent shipped a 55-gallon container of paint waste, a D001 ignitable hazardous waste, without preparing a Uniform Hazardous Waste Manifest.

C. The Respondent failed to submit a written notification report to SPOC within seven (7) calendar days of an incident notification provided by the Respondent in accordance with LAC 33:I.3923, in violation of LAC 33:1.3925."

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 FOUR THOUSAND FORTY-FIVE AND 62/100 DOLLARS ($4,045.62), of which Three Hundred Ninety-Five and 62/100 Dollars ($395.62) 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 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.

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

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

BP AMERICA PRODUCTION COMPANY

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: _____
Cheryl Sonnier Nolan, 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: _____
Cheryl Sonnier Nolan, Assistant Secretary