STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:	*	**Settlement Tracking No.**
	*	**SA-WE-15-0003**
FLOPAM, INC.	*	
	*	**Enforcement Tracking No.**
AI # 166443	*	**WE-CN-14-00416**
	*	
PROCEEDINGS UNDER THE LOUISIANA	*	
ENVIRONMENTAL QUALITY ACT	*	
LA. R.S. 30:2001, ET SEQ.	*	

SETTLEMENT

The following Settlement is hereby agreed to between Flopam, Inc. ("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 organic chemical manufacturing facility located in Plaquemine, Iberville Parish, Louisiana ("the Facility").

II

On August 12, 2014, the Department issued to Respondent a Consolidated Compliance Order & Notice of Potential Penalty, Enforcement No. **WE-CN-14-00416**, which was based upon the following findings of fact:

"The Respondent owns and/or operates an organic chemical manufacturing facilty located at 26790 Highway 405, Plaquemine, Iberville Parish, Louisiana. The Respondent is authorized under LPDES permit LA0125270 to discharge treated process wastewater, stormwater runoff, utility wastewaters, hydrostatic test wastewater, miscellaneous wastewaters, and treated sanitary wastewater

into the Mississippi River; and utility wastewater, stormwater runoff, hydrostatic test wastewater, and miscellaneous wastewaters into Bayou LaButte, all waters of the state.

The Respondent failed to comply with LPDES permit LA0125270. Specifically, between January 31, 2012 and March 31, 2014, the Respondent reported 25 exceedences of permit effluent limitations for BOD5, Oil and Grease, TSS, Fecal Coliform, and TOC. (Table 1) (LPDES permit LA0125270 (Part I, Effluent Limitations and Monitoring Requirements), La. R.S. 30:2076(A)(3), and LAC 33:IX.501.A):

Table 1
Effluent Limitation Exceedances

Monitoring Period	Outfall	Parameter	Limit	Reported Value
01/31/2012	302A	BOD5 Daily Max.	119.48 mg/L	487 mg/L
		BOD5 Monthly Avg.	44.8 mg/L	126.25 mg/L
03/31/2012	102Q	TSS Monthly Avg.	30 mg/L	37.5 mg/L
06/30/2012	102Q	Fecal Coliform Daily Max.	400 #/100mL	1000 #/100mL
		Fecal Coliform Monthly Avg.	200#/100ml	1000 #/100mL
07/31/2012	302A	TSS Daily Max.	182.6 mg/L	226 mg/L
09/30/2012	102Q	Fecal Coliform Daily Max.	400 #/100ml	1000 #100/mL
		Fecal Coliform Monthly Avg.	200 #/100ml	501 #/100mL
11/30/2012	402A	TOC Daily Max.	50 mg/L	59 mg/L
12/31/2012	102Q	BOD5 Daily Max.	45 mg/L	66.4 mg/L
		BOD5 Monthly Avg.	30 mg/L	36.4 mg/L
		TSS Daily Max.	45 mg/L	2140 mg/L
		TSS Monthly Avg.	30 mg/L	1073.75 mg/L
03/31/2013	402A	TOC Daily Max.	50 mg/L	53.9 mg/L
07/31/2013	302A	TSS Daily Max.	182.6 mg/L	372 mg/L
		TSS Monthly Avg.	56.9 mg/L	58.9 mg/L
10/31/2013	302A	BOD5 Daily Max.	119.48 mg/L	205 mg/L
		BOD5 Monthly Avg.	44.8 mg/L	105.5 mg/L
		Oil & Grease Daily Max.	15 mg/L	17 mg/L
12/31/2013	102Q	TSS Daily Max.	45 mg/L	128 mg/L
		TSS Monthly Avg.	30 mg/L	128 mg/L
03/31/2014	102Q	BOD5 Monthly Avg.	30 mg/L	32.4 mg/L
		TSS Daily Max.	45 mg/L	63.3 mg/L
		TSS Monthly Avg.	30 mg/L	63.3 mg/L"

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 SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($7,500.00) of which Four Hundred Ninety- Two and 38/100 Dollars ($492.38) 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)/permit record(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

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.

IX

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

X

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).

XI

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

XII

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.

FLOPAM, 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