STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:                      * Settlement Tracking No.
FLOPAM, INC.                          * SA-WE-15-0003
AI # 166443                            * Enforcement Tracking No.

PROCEEDINGS UNDER THE LOUISIANA        * WE-CN-14-00416
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

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 facility 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>
<thead>
<tr>
<th>Monitoring Period</th>
<th>Outfall</th>
<th>Parameter</th>
<th>Limit</th>
<th>Reported Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/31/2012</td>
<td>302A</td>
<td>BOD5 Daily Max.</td>
<td>119.48 mg/L</td>
<td>487 mg/L</td>
</tr>
<tr>
<td></td>
<td></td>
<td>BOD5 Monthly Avg.</td>
<td>44.8 mg/L</td>
<td>126.25 mg/L</td>
</tr>
<tr>
<td>03/31/2012</td>
<td>102Q</td>
<td>TSS Monthly Avg.</td>
<td>30 mg/L</td>
<td>37.5 mg/L</td>
</tr>
<tr>
<td>06/30/2012</td>
<td>102Q</td>
<td>Fecal Coliform Daily Max.</td>
<td>400 #/100mL</td>
<td>1000 #/100mL</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fecal Coliform Monthly Avg.</td>
<td>200 #/100mL</td>
<td>1000 #/100mL</td>
</tr>
<tr>
<td>07/31/2012</td>
<td>302A</td>
<td>TSS Daily Max.</td>
<td>182.6 mg/L</td>
<td>226 mg/L</td>
</tr>
<tr>
<td>09/30/2012</td>
<td>102Q</td>
<td>Fecal Coliform Daily Max.</td>
<td>400 #/100mL</td>
<td>1000 #/100mL</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fecal Coliform Monthly Avg.</td>
<td>200 #/100mL</td>
<td>501 #/100mL</td>
</tr>
<tr>
<td>11/30/2012</td>
<td>402A</td>
<td>TOC Daily Max.</td>
<td>50 mg/L</td>
<td>59 mg/L</td>
</tr>
<tr>
<td>12/31/2012</td>
<td>102Q</td>
<td>BOD5 Daily Max.</td>
<td>45 mg/L</td>
<td>66.4 mg/L</td>
</tr>
<tr>
<td></td>
<td></td>
<td>BOD5 Monthly Avg.</td>
<td>30 mg/L</td>
<td>36.4 mg/L</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TSS Daily Max.</td>
<td>45 mg/L</td>
<td>2140 mg/L</td>
</tr>
<tr>
<td></td>
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<td>TSS Monthly Avg.</td>
<td>30 mg/L</td>
<td>1073.75 mg/L</td>
</tr>
<tr>
<td>03/31/2013</td>
<td>402A</td>
<td>TOC Daily Max.</td>
<td>50 mg/L</td>
<td>53.9 mg/L</td>
</tr>
<tr>
<td>07/31/2013</td>
<td>302A</td>
<td>TSS Daily Max.</td>
<td>182.6 mg/L</td>
<td>372 mg/L</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TSS Monthly Avg.</td>
<td>56.9 mg/L</td>
<td>58.9 mg/L</td>
</tr>
<tr>
<td>10/31/2013</td>
<td>302A</td>
<td>BOD5 Daily Max.</td>
<td>119.48 mg/L</td>
<td>205 mg/L</td>
</tr>
<tr>
<td></td>
<td></td>
<td>BOD5 Monthly Avg.</td>
<td>44.8 mg/L</td>
<td>105.5 mg/L</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Oil &amp; Grease Daily Max.</td>
<td>15 mg/L</td>
<td>17 mg/L</td>
</tr>
<tr>
<td>12/31/2013</td>
<td>102Q</td>
<td>TSS Daily Max.</td>
<td>45 mg/L</td>
<td>128 mg/L</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TSS Monthly Avg.</td>
<td>30 mg/L</td>
<td>128 mg/L</td>
</tr>
<tr>
<td>03/31/2014</td>
<td>102Q</td>
<td>BOD5 Monthly Avg.</td>
<td>30 mg/L</td>
<td>32.4 mg/L</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TSS Daily Max.</td>
<td>45 mg/L</td>
<td>63.3 mg/L</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TSS Monthly Avg.</td>
<td>30 mg/L</td>
<td>63.3 mg/L</td>
</tr>
</tbody>
</table>
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: Paul Weit
(Signature)

Paul Weit
(Printed)

TITLE: Site Mgr.

THUS DONE AND SIGNED in duplicate original before me this 16th day of March, 2016, at Plaquemine, La.

Lorna C. Canella
NOTARY PUBLIC (ID # 60473)
LORNA C. CANELLA NOTARY NO. 60473

(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 29th day of June, 2015, at Baton Rouge, Louisiana.

NOTARY PUBLIC (ID # 19181)

Perry Theriot
(stamped or printed)

Approved:
D. Chance McNeely, Assistant Secretary

SA-WE-15-0003