STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:	*	**Settlement Tracking No.**
	*	**SA-AE-12-0044**
INTERCONTINENTAL TERMINALS	*	
COMPANY LLC	*	**Enforcement Tracking No.**
	*	**AE-PP-10-00852**
AI # 19556	*	
	*	
PROCEEDINGS UNDER THE LOUISIANA	*	
ENVIRONMENTAL QUALITY ACT	*	
LA. R.S. 30:2001, ET SEQ.	*	

SETTLEMENT

The following Settlement is hereby agreed to between Intercontinental Terminals Company LLC ("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 limited liability company that operates a storage, lock, and shipping facility located in West Baton Rouge Parish, Louisiana ("the Facility").

II

On October 20, 2010, the Department issued to Respondent a Notice of Potential Penalty, Enforcement No. AE-PP-10-00852, which was based upon the following findings of fact:

On or about June 10, 2010, a file review of Anchorage Chemical Terminal (Facility), owned and/or operated by Intercontinental Terminals Company LLC (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 at 2449 North River Road in Port Allen, West Baton Rouge Parish, Louisiana. The facility currently operates under Title V Permit No. 3120-00002-V0, issued on January 6, 2009.

The following violations were noted during the course of the file review:

In the Respondent's 2009 Title V Semiannual Monitoring Report dated September 30, 2009, and 2009 Title V Annual Compliance Certification dated March 29, 2010, the Respondent reported visible emissions from the facility's flare as shown in the following table. Emission Source Nos. 2-88 (Flare), 1-08 (Railcar/Truck Loading), and 2-08 (Marine Loading Operations) are associated with these flaring incidents.

Date	Duration	Cause
May 26, 2009	10 minutes	Purging railcar rack and truck rack various vessels and equipment while returning flare to service
September 2, 2009	34 minutes	Priming pumps prior to tank startup
September 2, 2009	10 minutes	Priming pumps prior to tank startup
September 3, 2009	6 minutes	Flare heal on a tankcar

Each incident is a violation of Title V Permit No. 3120-00002-V0, LAC 33:III.501.C.4, 40 CFR 60.18, which language has been adopted as a Louisiana regulation in LAC 33:III.3003, and La. R.S. 30:2057(A)(1) and 30:2057(A)(2).

The following deviations, although not included in the foregoing enforcement action, are included within the scope of the settlement herein.

A. On September 27, 2010, the intermittent flaring event began at 5:30 a.m. and ended at 3:00 p.m. Due to flaring, approximately 1,044 pounds of 1,3 butadiene and 1,044 pounds of mixed butylenes were released from the flare during the incident. The incident resulted in exceedances of the 1,3 butadiene, VOC and opacity limits. This is a violation of Air Permit No. 3120-00002-V0, LAC 33:III.501.C.4, and La. R.S. 30:2057(A)(1) and 30:2057(A)(2).

B. On September 27, 2010, the intermittent flaring event began at 5:30 a.m. and ended at 3:00 p.m. Due to flaring, approximately 1,044 pounds of 1,3 butadiene and 1,044 pounds of mixed butylenes were released from the flare during the incident. This is a violation of LAC 33:III.905 and La. R.S. 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 SIX THOUSAND SEVEN HUNDRED SEVENTY-TWO AND 87/100 DOLLARS ($6,772.87), of which Seven Hundred Seventy-Two and 87/100 Dollars ($772.87) 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 permit record, 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 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 West Baton Rouge 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.

INTERCONTINENTAL TERMINALS COMPANY LLC

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