

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:

PILOT TRAVEL CENTERS LLC

AI # 88504

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

* Settlement Tracking No.
* SA-WE-17-0070
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* Enforcement Tracking No.
* WE-CN-16-00384
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SETTLEMENT

The following Settlement is hereby agreed to between Pilot Travel Centers 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 owns and/or operates a facility located in St. Martin Parish, Louisiana (“the Facility”).

II

On October 20, 2016, the Department issued to Respondent a Consolidated Compliance Order & Notice of Potential Penalty, Enforcement No. WE-CN-16-00384, which was based upon the following findings of fact:

“The Respondent owns and/or operates Pilot Travel Center #274 located at 2112 Rees Street, Breaux Bridge, St. Martin Parish, Louisiana. The Respondent submitted a LPDES Notice of Intent (NOI) to discharge wastewater from light commercial facilities on or about July 14, 2016. The application was determined administratively complete on July 20, 2016. The Department granted

authorization under LPDES Permit LAG481021 on August 11, 2016, which became effective on the date of authorization, and which will expire on November 30, 2020. Under the terms and conditions of LPDES Permit LAG481021, the Respondent is authorized to discharge exterior vehicle and equipment wash water comingled with stormwater runoff into local drainage, thence into Bayou Teche, waters of the state.”

On or about January 15, 2016, an inspection was conducted by the Department. The inspection revealed the following violation(s):

“The Respondent failed to submit a completed permit application or notice of intent for authorization under a LPDES permit to discharge to waters of the state. Specifically, the Respondent has an oil/water separator which receives runoff from diesel islands, truck scale, and AST Tank Farm. The oil/water separator goes to a stormwater pond on site. A discharge pipe from the stormwater pond to an adjacent ditch was observed during a previous inspection conducted on or about April 10, 2006, and the discharge pipe was still present during an inspection conducted on or about June 8, 2009. At the time of the inspection conducted on or about January 15, 2016, the water level in the ditch was above the ditch discharge line. The failure to apply for a LPDES permit is a violation of La. R.S. 30:2076(A)(3), LAC 33:IX.501.A, and LAC 33:IX.2511.A.1.e. The unauthorized discharge of wastewater is a violation of La. R.S. 30:2075. A LPDES Notice of Intent (NOI) to discharge wastewater from light commercial facilities was received by the Department on or about July 14, 2016. According to the NOI submitted by the Respondent, operations began at the site on November 6, 2000.”

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 TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), of which Five Hundred Sixty-Four and 41/100 Dollars (\$564.41) 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

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 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.

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.

PILOT TRAVEL CENTERS LLC

BY: [Signature]
(Signature)

Joey Cupp
(Printed)

TITLE: Director, Environmental

THUS DONE AND SIGNED in duplicate original before me this 7th day of August, 20 18, at Knoxville, TN.



Melody S. Mayville
NOTARY PUBLIC (ID # _____)

Melody S. Mayville
(stamped or printed)

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY

Chuck Carr Brown, Ph.D., Secretary

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

THUS DONE AND SIGNED in duplicate original before me this 29th day of Oct, 20 18, at Baton Rouge, Louisiana.

[Signature]
NOTARY PUBLIC (ID # 19181)

Perry Theriot
(stamped or printed)

Approved: [Signature]
Lourdes Iturralde, Assistant Secretary