

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:

* Settlement Tracking No.

* SA-WE-14-0072

INTERSTATE LOGOS, L.L.C.

*

* Enforcement Tracking No.

AI # 25383

* WE-PP-12-01433

*

PROCEEDINGS UNDER THE LOUISIANA

*

ENVIRONMENTAL QUALITY ACT

*

LA. R.S. 30:2001, ET SEQ.

*

SETTLEMENT

The following Settlement is hereby agreed to between Interstate Logos, L.L.C. (“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 billboard graphics and aluminum sign production facility located in Baton Rouge, East Baton Rouge Parish, Louisiana (“the Facility”).

II

On May 2, 2014, the Department issued to Respondent a Notice of Potential Penalty, Enforcement No. WE-PP-12-01433, which was based upon the following findings of fact:

“On or about May 1, 2013, a file review of Interstate Logos LLC dba Lamar Graphics, a billboard graphics and aluminum signs production facility, owned and/or operated by Interstate Logos, L.L.C. (RESPONDENT), was performed to determine the degree of compliance with the Louisiana Environmental Quality Act (the Act) and the Water Quality Regulations. The facility is located at 1986 Beaumont Drive in Baton Rouge, East Baton Rouge Parish, Louisiana.

While the investigation by the Louisiana Department of Environmental Quality (the Department) is not yet complete, the following violation was noted during the course of the file review:

In a letter dated November 15, 2012, the Respondent notify the Department that the Respondent caused and/or allowed the unauthorized discharge of process wastewater into Jones Creek, waters of the state. Per the self-reported notification, on August 24, 2012, the Respondent discovered via a consultant walkthrough of the facility that the drain line for the process wastewater, which was originally set up to discharge directly to the city's sanitary sewer system when the equipment was first installed in 2002, was disconnected and was discharging to the storm water collection system. Upon discovery, process wastewater lines routed to the storm water system were disconnected and all process wastewater was collected and stored in drums and frac tanks to be properly disposed offsite. Records reviewed by the Respondent indicate that the rerouting of the discharge line is believed to have occurred during a major facility-wide renovation performed in late 2003 and early 2004. The Respondent initially estimated that approximately 24,000 gallons per month of process wastewater was discharged to Jones Creek via the storm water system from early 2004 through August 24, 2012. However, based on more accurate data submitted to the Department on February 12, 2014, the Respondent reports that an average of 20,612 gallons per month of process wastewater was discharged. Analysis conducted by Clean Harbors determined that the process wastewater was not a hazardous waste. The Respondent estimated that the following concentrations of pollutants are representative of the discharges occurring over the period of the unauthorized discharges:

Material/Pollutant	Quantity Released (mg/L)
COD	7,620
TOC	2,140
TSS	336
pH	3.9 s.u.
Oil and grease	12.7
Arsenic, Total	0.00179
Cadmium, Total	0.00011
Chromium, Total	0.00871
Copper, Total	0.106
Lead, Total	0.00736
Nickel, Total	0.0536
Silver, Total	0.0002
Zinc, Total	0.222
Cyanide, Total	0.0073
Phenols, Total	0.053
Naphthalene	0.243
Diethylene glycol	531

The unauthorized discharge of process wastewater is a violation of La. R.S. 30:2075.

On November 16, 2012, the Respondent was issued a wastewater discharge permit from the City of Baton Rouge, Department of Public Works. Upon receiving the official approval notification, the Respondent began discharging to the city sewer system on November 20, 2012. The city's wastewater discharge permit was renewed on November 1, 2013, with an expiration date of October 31, 2014."

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 FIFTEEN THOUSAND AND NO/100 (\$15,000.00), of which One Hundred Seventy-Nine and 40/100 Dollars (\$179.40) 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), 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 East 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.

X

Payment is to be made within thirty (30) 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.

INTERSTATE LOGOS, L.L.C.

BY: Keith Istre
(Signature)

KEITH ISTRE
(Printed)

TITLE: CFO

THUS DONE AND SIGNED in duplicate original before me this 4th day of May, 20 15, at Baton Rouge, LA.

Kristi E. Williams
NOTARY PUBLIC (ID # _____)
Kristi E. Williams
Notary Public No. 67017
State Of Louisiana
Parish Of East Feliciana
My Commission Is For Life

(stamped or printed)

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY

Peggy M. Hatch Secretary

BY: D. Chance McNeely
D. Chance McNeely, Assistant Secretary
Office of Environmental Compliance

THUS DONE AND SIGNED in duplicate original before me this 23rd day of July, 20 15, at Baton Rouge, Louisiana.

[Signature]
NOTARY PUBLIC (ID # 19181)

Perry Theriot
(stamped or printed)

Approved: D. Chance McNeely
D. Chance McNeely