

COPY

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:

EXXON MOBIL CORPORATION

AI # 13422

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

- * **Settlement Tracking No.**
- * **SA-UE-08-0023**
- *
- * **Enforcement Tracking No.**
- * **UE-P-03-0243**
- * **UE-P-03-0243A**
- *
- * **Docket No. 2005-4151-EQ**
- * **2005-5917-EQ**

SETTLEMENT

The following Settlement is hereby agreed to between Exxon Mobil Corporation ("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 who owns and/or operates underground storage tanks (USTs) at the Elmwood Exxon, a closed gasoline service station formerly located at 419 Clearview Parkway South in Jefferson, Jefferson Parish, Louisiana ("the Facility").

II

On May 28, 2004, the Department issued to Respondent a Penalty Assessment, Enforcement No. UE-P-03-0243, in the amount of \$13,884.64, which was based upon the following findings of fact:

The Respondent owned and/or operated three (3) underground storage tanks (USTs) at the Elmwood Exxon, a closed gasoline service station formerly located at 419 Clearview Parkway South

in Jefferson, Jefferson Parish, Louisiana. The Respondent submitted a complete registration form for the USTs and the facility, which was assigned facility identification number 26-004145.

On or about December 3, 2002, and March 11, 2003, inspections of the facility revealed the following violations:

- A. The Respondent failed to maintain records of release detection, as required by LAC 33:XI.509.B, in violation of LAC 33:XI.509.C. Specifically, records of release detection on the UST piping were not maintained and records of line leak detector testing were not available for review within twenty-four (24) hours after a request for inspection.
- B. The Respondent failed to perform an annual test of the line leak detectors, in violation of LAC 33:XI.703.B.2.a.i.
- C. The Respondent failed to perform release detection for the piping of the UST system from June 2000 to October 1, 2002, in violation of LAC 33:XI.701.B.1.

On July 9, 2003, a Notice of Potential Penalty (NOPP), Enforcement Tracking number UE-PP-03-0080 was issued to the Respondent.

On July 25, 2005, the Department issued to Respondent an Amended Penalty Assessment, Enforcement No. UE-P-03-0243A, which amended Enforcement No. UE-P-03-0243 as follows:

“The Department hereby amends Paragraph II, item B of the Findings of Fact to read as follows:

The Respondent failed to perform an annual test of the line leak detectors, in violation of LAC 33:XI.701.B.1.

The Department hereby amends Paragraph II, item C of the Findings of Fact to read as follows:

The Respondent failed to perform release detection for the piping of the UST system from June 2000 to October 1, 2002, in violation of LAC 33:XI.703.B.2.a.ii.

The Department incorporates all of the remainder of the original Penalty Assessment, Enforcement Tracking No. UE-P-03-0243 and Agency Interest No. 13422, as if reiterated herein.

This Amended Penalty Assessment is effective upon receipt.”

III

In response to the Penalty Assessment, Enforcement No. UE-P-03-0243, and the Amended Penalty Assessment, Enforcement No. UE-P-03-0243A, Respondent made timely requests for a hearing.

IV

Respondent denies it committed any violations or that it is liable for any fines, forfeitures and/or penalties.

V

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 FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), of which Five Hundred and No/100 Dollars (\$500.00) represents DEQ'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 DEQ as described above, shall be considered a civil penalty for tax purposes, as required by La. R.S. 30:2050.7(E)(1).

VI

Respondent further agrees that the Department may consider the inspection report(s), the Penalty Assessment, the Amended Penalty Assessment 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.

VII

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.

VIII

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 LSA- R. S. 30:2025(E) of the Act.

IX

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

proof-of-publication affidavit 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.

EXXON MOBIL CORPORATION

BY: [Signature]
(Signature)

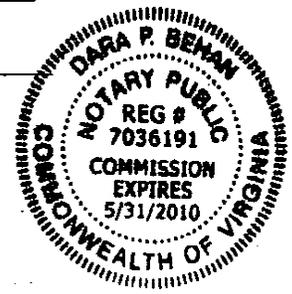
[Print Name]
(Print)

TITLE: AGENT & ATTORNEY-IN-FACT

THUS DONE AND SIGNED in duplicate original before me this 4th day of February, 20 09, at Fairfax, Virginia.

[Signature]
NOTARY PUBLIC (ID # 7036191)

DARA P BEHAN
(Print)



LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
Harold Leggett, Ph.D., Secretary

BY: [Signature]
Peggy M. Hatch, Assistant Secretary
Office of Environmental Compliance

THUS DONE AND SIGNED in duplicate original before me this 8th day of May, 20 09, at Baton Rouge, Louisiana.

[Signature]
NOTARY PUBLIC (ID # 10159)

Christopher A. Ratcliff
(Print)

Approved: [Signature]
Peggy M. Hatch, Assistant Secretary