

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:

RYDER TRUCK RENTAL, INC.

AI # 10039

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

* **Settlement Tracking No.**
* **SA-UE-08-0032**

* **Enforcement Tracking No.**
* **UE-P-05-0133**

* **Docket No. 2006-2444-EQ**

SETTLEMENT

The following Settlement is hereby agreed to between Ryder Truck Rental, Inc. ("Respondent") and the Department of Environmental Quality ("LDEQ" 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 that owns and/or operates an underground storage tank system facility located at 2510 Lakeshore Drive in Shreveport, Caddo Parish, Louisiana ("the Facility").

II.

On September 13, 2004, the LDEQ issued to Respondent a Consolidated Compliance Order & Notice of Potential Penalty, Enforcement No. UE-CN-04-0074, which stated that it was based upon the following findings of fact:

The Respondent owns and/or operates one (1) Underground Storage Tank system located at Ryder Truck Rental, Inc., 2510 Lakeshore Drive in Shreveport, Caddo Parish, Louisiana. The facility operates under Identification Number 09-01111.

On or about March 23, 2003, the Respondent submitted a Corrective Action Plan for remediating contaminated soils and groundwater to the Department. The Department approved the plan on or about May 16, 2003; as of March 22, 2004, the Corrective Action Plan was still not implemented. The Respondent's failure to implement the Corrective Action Plan upon approval of the Department is a violation of LAC 33:IX.715.G.3.

On or about November 3, 2003, April 23, 2004, and May 4, 2004, a representative of the Department conducted inspections of the facility which disclosed that the Respondent failed to maintain the groundwater monitoring wells in accordance with LADOTD Regulations and as required by the Corrective Action Plan, in violation of LAC 33:XI.715.G.3. Specifically, during the November 3, 2004, inspection, it was noted that monitoring wells numbered 2, 4, 5, 6, and 8 were missing bolts from their covers. The protective casing on wells 4, 5, and 8 was full of water. It was noted during the April 23, 2004, inspection that all groundwater monitoring wells except for well number 6 were observed as not having their covers bolted down. Most of the wells were filled with water and/or sediment. The inspector also discovered an unmarked monitoring well near the former used oil UST. The May 4, 2004, inspection disclosed that monitoring well number 8 was repaired. On June 16, 2004, the inspector verified that all groundwater monitoring wells were repaired, thus addressing this violation.

An inspection conducted by a representative of the Department on or about November 3, 2003, disclosed the following:

The Respondent failed to submit the quarterly groundwater sampling reports on a semi-annual basis as required by B.2.5.11 of the document entitled "Louisiana Department of Environmental Quality Risk Evaluation/Corrective Action Program (RECAP)", in violation of LAC 33:I.1307.A. Specifically, the last semi-annual monitoring report submitted to the Department was

for the period of April 1, 2002, through September 30, 2002. On or about January 21, 2004, the Department received the semi-annual monitoring report for the quarterly sampling periods of May 2002 through June 2003. The reports for the quarterly sampling periods from July 2003 through June 2004 are still outstanding.

On April 24, 2006, the Department issued to Respondent a Penalty Assessment, Enforcement No. UE-P-05-0133, in the amount of \$19,948.72, which set forth the following findings of fact:

The Respondent owns and/or operates one (1) Underground Storage Tank system located at Ryder Truck Rental, Inc., 2510 Lakeshore Drive in Shreveport, Caddo Parish, Louisiana. The facility operates under Identification Number 09-0111.

On or about March 23, 2003, the Respondent submitted a Corrective Action Plan for remediating contaminated soils and groundwater to the Department. The Department approved the plan on or about May 16, 2003; as of March 22, 2004, the Corrective Action Plan was still not implemented. The Respondent's failure to implement the Corrective Action Plan upon approval of the Department is a violation of LAC 33:IX.715.G.3.

On September 13, 2004, a Consolidated Compliance Order & Notice of Potential Penalty (CONOPP), Enforcement Tracking No. UE-CN-04-0074, was issued to the Respondent. The CONOPP was received by the Respondent's Agent of Service on September 21, 2004.

III.

In response to the Penalty Assessment, Enforcement No. UE-P-05-0133, Respondent made a timely request 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 LDEQ agrees to accept, a payment in the amount of TWELVE THOUSAND SIX HUNDRED FIFTY-ONE AND NO/100 DOLLARS (\$12,651.00), of which Eight Hundred Fifty-four and 62/100 Dollars (\$854.62) represents the LDEQ'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 LDEQ 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 LDEQ may consider the inspection report(s), the Penalty Assessment, the Consolidated Compliance Order and 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 LDEQ 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 settlement 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 LDEQ 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 LDEQ considered the factors for issuing civil penalties set forth in LSA- R. S. 30:2025(E) of the Act.

IX.

Respondent has caused a public notice advertisement to be placed in the official journal of the parish governing authority in Caddo Parish, Louisiana. The advertisement, in form, wording, and size approved by the LDEQ, 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 LDEQ and, as of the date this Settlement is executed on behalf of the LDEQ, more than forty-five (45) days have elapsed since publication of the notice.

X.

Payment is to be made within fifteen (15) 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 LDEQ. 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.

XIII.

This agreement is the complete and entire agreement between the parties and any contrary representations, alleged understandings, promises or reservations are hereby voided and superseded.

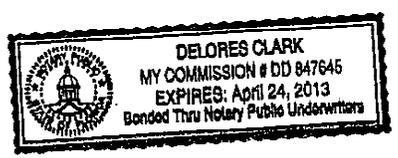
RYDER TRUCK RENTAL, INC.

BY: _____
(Signature)

Sanford J. Hodcs
(Print)

TITLE: VP - Deputy General Counsel

THUS DONE AND SIGNED in duplicate original before me this 7th day of May, 20 09, at Miami-Dade County.



Delores Clark
NOTARY PUBLIC (ID # 874645)

DELORES CLARK
(Print)

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

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

THUS DONE AND SIGNED in duplicate original before me this 10th day of July, 20 09, at Baton Rouge, Louisiana.

Christopher A. Pateloff
NOTARY PUBLIC (ID # 10149)

Christopher A. Pateloff
(Print)

Approved: Peggy M. Hatch
Peggy M. Hatch, Assistant Secretary