

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:

EXXON MOBIL CORPORATION

AI # 3230

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

* Settlement Tracking No.
* SA-SE-17-0063
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* Enforcement Tracking No.
* SE-CN-14-00530
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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 that owns and/or operates a resin finishing facility located in East Baton Rouge Parish, Louisiana (“the Facility”).

II

On November 17, 2014, the Department issued to Respondent a Consolidated Compliance Order & Notice of Potential Penalty, Enforcement No. SE-CN-14-00530, which was based upon the following findings of fact:

“The Respondent owns and/or operates the Baton Rouge Resin Finishing Plant (the Site) located at 12480 Scenic Highway in Baton Rouge, East Baton Rouge Parish, Louisiana.

On or about March 24, 2014, an inspection was conducted by a representative of the Department which revealed the following violations:

- A. The Respondent failed to conduct ground water sampling for ethyl benzene or sulfates, as specified in Appendix H of the permit application, in violation of permit condition Nos. 6 & 7 of Permit P-0401, and LAC 33:VII.901.A. Specifically, the facility was not sampling the ground water for ethyl benzene or sulfates as directed in Appendix H of the permit application. The facility submitted correspondence to the Department stating that a request was made to include ethyl benzene and sulfates to the monitoring parameter list.
- B. The Respondent failed to ensure that all monitoring wells have protective casings with locking covers and a secure locking device in place, in violation of LAC 33:VII.805.A.3.c.i. Specifically, ground water monitoring well H-3 was not locked at the time of the inspection. This violation was corrected at the time of inspection.
- C. The Respondent failed to permanently affix a sign or plate to protective well casings that prominently displays the well identification number, identification of the well as upgradient or downgradient, the elevation of the top of the well casing to NGVD, screen depth in relation to NGVD, and the date of well installation and any subsequent repairs, in violation of LAC 33:VII.805.A.3.c.iv. Specifically, monitoring well H-6 was not labeled and did not have the well information posted. The facility sent correspondence to the Department verifying that this violation was corrected.”

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

ELEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$11,500.00), of which Four Hundred Eighty-Three and 75/100 Dollars (\$483.75) 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), 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 East Baton Rouge 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 sixty (60) 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: Jennifer Dunphy
(Signature)

Jennifer Dunphy
(Printed)

TITLE: Plant Manager

THUS DONE AND SIGNED in duplicate original before me this 26th day of June, 2018, at 3:23pm.

Charles H. Populme
NOTARY PUBLIC (ID # 081074)

(stamped or printed)

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
Chuck Carr Brown, Ph.D., Secretary

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

THUS DONE AND SIGNED in duplicate original before me this 29th day of Oct, 2018, at Baton Rouge, Louisiana.

[Signature]
NOTARY PUBLIC (ID # 19181)

Approved: [Signature]
Loures Iturralde, Assistant Secretary

Perry Theriot
(stamped or printed)