

U.S. ENVIRONMENTAL PROTECTION AGENCY

WASHINGTON, D.C.

In the Matter of:)	
)	AED/MSEB No. 7165
)	
BP Products North America Inc.,)	SETTLEMENT AGREEMENT
)	
Respondent.)	

THIS AGREEMENT is made and entered into by and between the United States Environmental Protection Agency (hereinafter "EPA") and BP Products North America Inc., a Maryland Corporation, (hereinafter referred to as "Respondent").

PRELIMINARY STATEMENT

1. EPA alleges that Respondent, on numerous occasions, violated Section 211 of the Clean Air Act ("CAA"), 42 U.S.C. § 7545 and regulations promulgated thereunder at 40 C.F.R. Part 80. Respondent denies the allegations.
2. The parties, desiring to settle and resolve this matter, in consideration of the mutual covenants and agreements contained herein which consideration is acknowledged by the parties to be adequate, agree as set forth herein.
3. The parties agree that the settlement of this matter is in the public interest and that this Settlement Agreement is the most appropriate means of resolving the matter.

DEFINITIONS

4. Unless specifically defined in this paragraph or elsewhere in this Settlement Agreement, terms used herein shall have the meanings currently set forth in Sections 211, 216, and 302 of the CAA, 42 U.S.C. §§ 7545, 7550 and 7602 and in 40 C.F.R. § 80.2.
 - a. "Act" or "CAA" means the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.

- b. “BP Products North America Inc.”, “BP” or “Respondent” means BP Products North America Inc., a Maryland Corporation.
- c. “Branded retail outlet” means a retail outlet where the corporate, trade, or brand name of Respondent or any of its marketing subsidiaries appears on the pump stand or is displayed at the retail outlet.
- d. “Control period” or “regulatory control period” means June 1 through September 15 for retail outlets and wholesale purchaser-consumers and May 1 through September 15 for all other facilities as defined in 40 C.F.R. §§ 80.27(a)(1) and 80.78(a)(1)(v).
- e. “Conventional gasoline” means conventional gasoline as defined in 40 C.F.R. § 80.2(ff).
- f. “Covered area” means covered area as defined in 40 C.F.R. § 80.2(hh).
- g. “Day” means a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or Federal Holiday, the period shall run until the close of business of the next working day.
- h. “Effective date of the Settlement Agreement” is the date of its execution by EPA.
- i. “EPA” means the United States Environmental Protection Agency.
- j. “Interest” means interest at the rate specified for debts owed to departments or agencies of the United States pursuant to 31 U.S.C. § 3717.
- k. “Paragraph” means a portion of this Settlement Agreement identified by a numeral (“subparagraph” by a letter or a numeral in parenthesis).
- l. “Person” means person as defined by Section 302(e) of the CAA, 42 U.S.C. § 7602(e).
- m. “Refiner” means refiner as defined in 40 C.F.R. § 80.2(i).
- n. “Refinery” means refinery as defined in 40 C.F.R. § 80.2(h).
- o. “Reformulated gasoline” means reformulated gasoline as defined in 40 C.F.R. § 80.2(ee).
- p. “Retail outlet” means retail outlet as defined in 40 C.F.R. § 80.2(j).

q. “Settlement Agreement” means this Settlement Agreement, including the Attachments identified herein.

r. The “subject matter of this Settlement Agreement” or the “scope of this Settlement Agreement” means the alleged violations of Section 211 of the CAA, 42 U.S.C. § 7545 and of 40 C.F.R. Part 80 as is set forth in this Settlement Agreement.

s. A BP “wholesaler” means a person or entity marketing BP-branded gasoline or products pursuant to a wholesale marketer agreement with BP.

STIPULATIONS

5. The parties stipulate and agree to the following matters. It is further agreed that these stipulations are applicable to this Settlement Agreement and any proceeding arising out of this Settlement Agreement or the subject matter of this Settlement Agreement.

a. Respondent is a person as defined by Section 302(e) of the CAA, 42 U.S.C. § 7602(e).

b. Respondent is a “refiner” as defined in 40 C.F.R. § 80.2(i).

c. Respondent is a “distributor” as defined in 40 C.F.R. § 80.2(l).

d. Alleged Violations of VOC Requirements Found at Branded Retail Outlets. EPA alleges that on the eleven occasions set forth in Attachment 1, Alleged Violations of VOC Requirements Found at Branded Retail Outlets, constituting eleven separate violations of 40 C.F.R. § 80.78(a)(1)(v)(C) and Section 211(k) of the CAA, 42 U.S.C. § 7545(k), with respect to gasoline contained in a storage tank at a branded retail outlet (which retail outlet was owned, leased, operated, controlled or supervised by a refiner, importer, oxygenate blender, carrier, distributor, reseller, retailer, or wholesale purchaser-consumer), Respondent manufactured and sold or distributed, offered for sale or distribution, dispensed, supplied, offered for supply, stored, transported, or caused the transportation of gasoline subject to complex model standards, represented as reformulated and intended for use in a covered area, which had a VOC emissions reduction percentage which was not greater than or equal to the applicable minimum percentage specified in 40 C.F.R. § 80.41.

e. EPA alleges that Respondent, as a refiner whose corporate, trade, or brand name, or whose marketing subsidiary's corporate, trade, or brand name, appeared at the facility where each of the eleven alleged violations was found, is liable for each of the eleven separate alleged violations of 40 C.F.R. § 80.78(a)(1)(v)(C) set forth in Subparagraph 5(d) of this Settlement Agreement, pursuant to 40 C.F.R. § 80.79(a)(2).

f. Alleged Violation of Reid Vapor Pressure ("RVP") Requirements at Branded Outlet. EPA alleges that on or about June 1, 1999, in violation of 40 C.F.R. § 80.27(a)(2) and Section 211(c) of the CAA, 42 U.S.C. § 7545(c), with respect to gasoline at a branded retail outlet known as Jett's Service Station located at 109 East Boone Station, Ash Grove, Missouri, Respondent sold, offered for sale, dispensed, supplied, offered for supply, transported or introduced into commerce gasoline whose RVP exceeded the applicable standard of 9.0 psi.

g. EPA alleges that Respondent, as a refiner whose corporate, trade, or brand name, or whose marketing subsidiary's corporate, trade, or brand name, appeared at the retail outlet where the alleged violations were found, is liable for the alleged violation of 40 C.F.R. § 80.27(a)(2) set forth in Subparagraph 5(f) of this Settlement Agreement, pursuant to 40 C.F.R. § 80.28(e)(4).

h. Alleged Violations of the Detergent Regulations for Distribution of Base Gasoline. EPA alleges that during the period of time from June through August, 1999, as disclosed by Respondent to EPA on September 30, 1999, at approximately 35 terminals, Respondent was in violation of Section 211(l) of the CAA, 42 U.S.C. § 7545(l), and 40 C.F.R. § 80.168(a)(1), in that it sold, offered for sale, dispensed, supplied, offered for supply, transported, or caused the transportation of gasoline to the ultimate consumer for use in motor vehicles or off-road engines, or to a gasoline retailer or wholesale purchaser-consumer which was not additized in conformity with the requirements of 40 C.F.R. § 80.161.

i. EPA alleges that pursuant to 40 C.F.R. § 80.169, Respondent is liable for the violation of 40 C.F.R. § 80.168(a)(1) set forth in Subparagraph 5(h) of this Settlement

Agreement, as a refiner, importer, distributor, reseller, oxygenate blender and/or detergent blender who owned, leased, operated, controlled or supervised the facilities where each violation was found.

j. Alleged RVP Violations at a Terminal or Refinery. EPA alleges that on each of the eight occasions set forth in Attachment 2, Alleged RVP Violations at a Terminal/Refinery, in violation of 40 C.F.R. § 80.27(a)(2) and Section 211 of the CAA, 42 U.S.C. § 7545, with respect to gasoline at a terminal or refinery, Respondent manufactured, distributed, offered for sale or distribution, dispensed, supplied, offered for supply, sold, stored, transported, caused the transportation or introduced into commerce gasoline whose RVP exceeded the applicable standard.

k. EPA alleges that Respondent, pursuant to 40 C.F.R. § 80.28, as a refiner, importer, distributor, reseller, and/or oxygenate blender who owned, leased, operated, controlled or supervised the facilities where each violation was found, is liable for each separate violation set forth in Subparagraph 5(j) of this Settlement Agreement.

l. Alleged Violation of Annual NOx Standard. EPA alleges that for 2001, in violation of 40 C.F.R. § 80.78(a) and Section 211(k) of the CAA, 42 U.S.C. § 7545(k), at the Respondent's Yorktown Refinery (which refinery was owned, leased, operated, controlled or supervised by a refiner, importer, oxygenate blender, carrier, distributor, reseller, retailer, or wholesale purchaser-consumer), Respondent manufactured and sold or distributed, offered for sale or distribution, dispensed, supplied, offered for supply, stored, transported, or caused the transportation of gasoline, which failed to comply with the annual NOx requirements of 40 C.F.R. § 80.41.

m. EPA alleges that Respondent, pursuant to 40 C.F.R. § 80.79, as a refiner, importer, distributor, reseller, and/or oxygenate blender who owned, leased, operated, controlled or supervised the facilities where the violation was found, is liable for the violation set forth in Subparagraph 5(l) of this Settlement Agreement.

n. Alleged VOC Violations at a Terminal or Refinery. EPA alleges that on each of the four occasions set forth in Attachment 3, Alleged VOC Violations at a Terminal/Refinery, in violation of 40 C.F.R. § 80.78(a) and Section 211 of the CAA, 42 U.S.C. § 7545, with respect to gasoline at a terminal or refinery, Respondent manufactured, distributed,

offered for sale or distribution, dispensed, supplied, offered for supply, sold, stored, transported, caused the transportation or introduced into commerce gasoline that failed to meet the applicable VOC standard.

o. EPA alleges that Respondent, pursuant to 40 C.F.R. §§ 80.78 and 80.79, as a refiner, importer, distributor, reseller, and/or oxygenate blender who owned, leased, operated, controlled or supervised the facilities where each violation was found, is liable for each separate violation set forth in Subparagraph 5(n) of this Settlement Agreement.

p. Jurisdiction to settle this matter exists pursuant to Section 211 of the CAA, 42 U.S.C. § 7545 and other provisions of law.

q. Respondent has represented to EPA that it has taken actions: 1) to remedy the violations alleged herein; and 2) designed to prevent the recurrence of the same or similar violations in the future.

CIVIL PENALTY

6. Respondent shall pay to the United States a civil penalty of Nine Hundred Thousand Dollars (\$900,000), within sixty days of the effective date of this Settlement Agreement (the effective date is the date EPA signs the Settlement Agreement). Late payment of the civil penalty is subject to interest and fees as specified in 31 U.S.C. § 3717 and stipulated penalties under Subparagraph 11(c) of this Settlement Agreement. Respondent agrees that the civil penalty amount will be paid by cashier's check, certified check or Respondent's company check payable to the "United States of America" submitted to:

U.S. Environmental Protection Agency
EPA Washington Accounting Operations
P.O. Box 360277M
Pittsburgh, Pennsylvania 15251
ATTN: AED/MSEB No. 7165

Simultaneously, a photocopy of the check shall be mailed to EPA at the address specified in Paragraph 16 or faxed to (303) 236-9514 to the attention of Marcia S. Ginley, Attorney for EPA. The check shall be identified with the correct case number and Respondent's name.

7. Respondent expressly agrees that the amounts paid under the terms of this Settlement Agreement are not deductible with respect to any federal, state, local or other tax.

SUBMISSION OF COMPLIANCE PLAN

8. Within ninety days of the effective date of this Settlement Agreement, Respondent shall submit to EPA a Compliance Plan detailing measures already undertaken or to be undertaken by Respondent to remedy each alleged violation addressed by this Settlement Agreement, and to prevent the recurrence of similar alleged violations in the future. Such Compliance Plan shall include a description of all measures Respondent has represented to EPA that it has undertaken in Subparagraph 5(q).

9. Submission of the Compliance Plan shall be accompanied by a transmittal letter referencing Paragraph 8 of this Settlement Agreement. Respondent shall, through a duly authorized representative or representatives having knowledge of the submission's contents or portions thereof, sign and certify under 28 U.S.C. § 1746 that:

To the best of my knowledge, after thorough investigation, I certify that the information contained in or accompanying this submission is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Respondent may at its option submit more than one certification with the submission with individual certifications pertaining to compliance of specific business units with discrete portions of the remedial actions described in Paragraph 8. Respondent shall not object to the admissibility in evidence of any such submissions or correspondence in any proceeding to enforce this Settlement Agreement.

RECORD KEEPING

10. Respondent shall maintain appropriate records and documents regarding performance of the remedial actions set forth in the Compliance Plan pursuant to Paragraph 8 of this Settlement Agreement in a form suitable for inspection, such as computer information storage devices or card files, and which shall be made available to the EPA upon request. The records maintained by Respondent under this Paragraph 10 shall be relevant and appropriate to the nature

of the remedial actions specified in Paragraph 8. Those records may include the following types of records: 1) sample collection reports, 2) chain of custody documents, 3) log reports, 4) laboratory reports, 5) test results, 6) documents or records regarding any noncompliance with any applicable standards, 7) documents or records indicating efforts performed to remedy any noncompliance with an applicable standard, and 8) data management tracking records. The records shall be retained for a period as required by law or at least no less than three years following the effective date of the Settlement Agreement, whichever is longer.

STIPULATED PENALTIES

11. Respondent shall pay stipulated civil penalties to the EPA for failure to comply with the requirements of this Settlement Agreement in the amounts set forth below.

a. For failure to submit the Compliance Plan to EPA as required by Paragraphs 8 and 9 of this Settlement Agreement, within the specified time period, Respondent shall be liable for stipulated civil penalties with respect to each report due as follows:

<u>For each violation</u>	<u>Penalty</u>
1st to 10th day	\$ 100 per day
11th through 30th day	\$ 250 per day
After 30th day	\$ 500 per day

b. For failure to maintain records or documents as required by Paragraph 10 of this Settlement Agreement, Respondent shall be liable for stipulated civil penalties of \$200 per day with respect to each record or document up to a maximum of \$10,000 per record or document.

c. For failure to pay any civil penalty amount, interest payment, charge, or penalty on the principal amount, as required by Paragraph 6 of the Settlement Agreement, Respondent shall be liable for stipulated penalties with respect to each failure of \$500 per day per amount, payment, charge or penalty.

12. Stipulated penalties shall not be construed as prohibiting, altering, or in any way limiting the ability of the EPA from seeking any other remedies or sanctions available by virtue of Respondent's violation of this Settlement Agreement or of the statutes or regulations upon which it is based. The EPA reserves the right to pursue any other remedies to which it is entitled,

including, but not limited to, additional injunctive relief for Respondent's violations of this Settlement Agreement or the Act.

13. All stipulated penalties shall begin to accrue on the day after performance is due or the day a violation occurs, and shall continue to accrue until the day compliance is achieved, except to the extent penalties are limited by the terms of Paragraph 11. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

14. Respondent shall pay stipulated penalties upon written demand by the EPA within 60 days after Respondent receives such demand. If Respondent contests the appropriateness or amount of a stipulated penalty Respondent may file a written notice with EPA within thirty days of receiving EPA's demand for stipulated penalties, setting forth in detail the grounds in support of its position. EPA, after review of Respondent's notice and information in support thereof, shall make a good faith effort to consider the issues raised by Respondent. EPA shall within thirty days of receipt of Respondent's notice modify the stipulated penalties, if appropriate to do so, or notify Respondent that modification of the stipulated penalties is not appropriate. In the event that Respondent contests the appropriateness or amount of a stipulated penalty, then the stipulated penalty, or if it is modified, the stipulated penalty as modified, shall be due within 60 days after EPA notifies Respondent of its determination on Respondent's contested stipulated penalty notice. Stipulated penalties shall be paid by cashier's, certified check or Respondent's company check, payable to the "United States of America" submitted to the EPA Washington Accounting Operations, P.O. Box 360277M, Pittsburgh, Pennsylvania 15251, Attn: AED/MSEB No. 7165. Each such check shall be identified with the correct case number and Respondent's name. A copy of the transmittal letter and check shall be sent to EPA.

GENERAL PROVISIONS

15. This Settlement Agreement shall not relieve Respondent of its obligation to comply with any requirements imposed by any applicable federal, state, or local laws, regulations, or permits.

16. Unless otherwise provided herein submissions, notifications to, or communications with the EPA or Respondent shall be deemed submitted on the date they are postmarked and sent by first class mail, overnight receipt mail service, or by certified or registered mail, return receipt requested. Except as otherwise specifically provided herein, when written notification to or communication with the EPA, or Respondent is required by the terms of this Settlement Agreement, it shall be addressed as follows:

For EPA:

Marcia S. Ginley
Attorney for EPA
12345 W. Alameda Suite 214
Denver, CO 80228

As to Respondent:

James D. Pickett
BP America Inc.
Mail Code 4 West
4101 Winfield Road
Warrenville, IL 60555

17. Any party may change the address for providing notices to it by serving all other addressees identified above with a written notice setting forth such new address.

18. Time is of the essence to this Settlement Agreement. Failure to timely pay or perform pursuant to Paragraphs 6, 8 or 9 of this Settlement Agreement, or failure to timely pay or perform any of the terms of this Settlement Agreement by the Respondent, shall constitute material default of this Settlement Agreement. The parties agree that upon such default or failure to comply, EPA may refer this matter to the United States Attorney General for collection; commence an action to enforce this Settlement Agreement or to recover the civil penalty pursuant to Section 211 of the CAA, 42 U.S.C. § 7545; or pursue any other remedies available to it. Respondent specifically agrees that in the event of such default or failure to comply, EPA may proceed in an action based on the original claims of violation of Section 211 of the CAA, 42 U.S.C. § 7545 and the regulations at 40 C.F.R. Part 80 that are set forth in Paragraph 5 of this

Settlement Agreement, and Respondent expressly waives its right to assert that such action is barred by 28 U.S.C. § 2462, other statutes of limitation, or other provisions limiting actions as a result of passage of time.

19. The provisions of this Settlement Agreement shall apply to, inure to the benefit of, and be binding upon Respondent, its agents, employees, servants, successors, and assigns.

20. Respondent and EPA each hereby represent that the individual executing this Settlement Agreement is authorized to do so on its behalf and that such execution is intended and is sufficient to bind it, its agents, employees, servants, assigns, and successors. EPA further represents that it has obtained the necessary waiver from the Attorney General pursuant to Section 205(c)(1) of the CAA, 42 U.S.C. § 7524(c)(1), which thereby enables EPA to enter into this Settlement Agreement.

21. The terms of this Settlement Agreement are contractual and not a mere recital. If any provision or provisions of this Settlement Agreement are held to be invalid, illegal or unenforceable, the remaining provisions shall not in any way be affected or impaired thereby.

22. The validity, enforceability, and construction of and all other matters pertaining to this Settlement Agreement shall be determined in accordance with applicable federal law.

23. The Effect of Settlement Agreement described in Paragraph 25 of this Settlement Agreement is conditioned upon the truthfulness, accuracy and completeness of Respondent's disclosures and representations to EPA under this Settlement Agreement, including but not limited to representations regarding the prompt and complete remediation of any violations in accordance with this Settlement Agreement.

24. This Settlement Agreement shall not be deemed to be an admission of a violation of the CAA or any other statute, regulation, ordinance, order, or legal requirement by Respondent, its parents, subsidiaries, affiliates, representatives, agents, officers, directors, or employees. By Respondent's entry into this Settlement Agreement, except as is expressly set forth herein, Respondent does not admit the truth of any alleged facts contained herein. The parties acknowledge that, except as is expressly set forth herein, the agreements, statements, stipulations, and actions herein are made solely for the purpose of settling this matter economically and without litigation or further expense.

EFFECT OF SETTLEMENT AGREEMENT

25. Upon timely payment and performance under Paragraphs 6, 8 and 9 and the other terms of this Settlement Agreement, this matter shall be deemed terminated and resolved. Nothing herein shall limit the right of the EPA to proceed against Respondent in the event of default or noncompliance with this Settlement Agreement; for violations of Section 211 of the CAA, 42 U.S.C. § 7545, which are not the subject matter of this Settlement Agreement; for other violations of law; or with respect to other matters not within the scope of this Settlement Agreement. The scope of this Settlement Agreement is only those matters specifically set forth in this Settlement Agreement.

The following agree to the terms of this Settlement Agreement:

Respondent:

BP Products North America Inc.

by:  _____

Date: 9-21-06

Patrick E. Gower
Vice President-Refining

EPA

United States Environmental Protection Agency

by: 
Adam M. Kushner
Director, Air Enforcement Division
Office of Enforcement and Compliance Assurance

Date: 9/27/06

ATTACHMENT 1 – ALLEGED VIOLATIONS OF VOC REQUIREMENTS FOUND AT
BRANDED RETAIL OUTLETS

EPA alleges that on the each of the following occasions, in violation of 40 C.F.R. § 80.78(a)(1)(v)(C) and Section 211(k) of the CAA, 42 U.S.C. § 7545(k), with respect to gasoline contained in a storage tank at a branded retail outlet (which retail outlet was owned, leased, operated, controlled or supervised by a refiner, importer, oxygenate blender, carrier, distributor, reseller, retailer, or wholesale purchaser-consumer), Respondent manufactured and sold or distributed, offered for sale or distribution, dispensed, supplied, offered for supply, stored, transported, or caused the transportation of gasoline subject to complex model standards, represented as reformulated and intended for use in a covered area, which had a VOC emissions reduction percentage which was not greater than or equal to the applicable minimum percentage specified in 40 C.F.R. § 80.41:

a. On or about June 1, 1999, with respect to gasoline at the retail outlet known as On The Go Amoco located at 1399 Western Avenue, Chicago Heights, Illinois, which had a VOC emissions reduction percentage of 8.66% which is not greater than or equal to the applicable minimum percentage specified in 40 C.F.R. § 80.41 of 13.1%.

b. On or about June 7, 2000, with respect to gasoline at the retail outlet known as Stop N Go Amoco #276 located at 806 Grand Avenue, Hartford, Wisconsin, which had a VOC emissions reduction percentage of 6.26% which is not greater than or equal to the applicable minimum percentage specified in 40 C.F.R. § 80.41 of 23.4%.

c. On or about June 8, 1999, with respect to gasoline at the retail outlet known as O'Connor Quick Mart II located at 1229 S. Main Street, West Bend, Wisconsin, which had a VOC emissions reduction percentage of 4.71% which is not greater than or equal to the applicable minimum percentage specified in 40 C.F.R. § 80.41 of 13.1%.

d. On or about June 16, 1999, with respect to gasoline at the retail outlet known as Huck's Amoco located at 2875 St. Peters-Howell Road, St. Peters, Missouri, which had a VOC emissions reduction percentage of -54.29% which is not greater than or equal to the applicable minimum percentage specified in 40 C.F.R. § 80.41 of 32.6%.

e. On or about June 22, 1999, with respect to gasoline at the retail outlet known as Huck's Amoco located at 2875 St. Peters-Howell Road, St. Peters, Missouri, which had a VOC emissions reduction percentage of -25.9% which is not greater than or equal to the applicable minimum percentage specified in 40 C.F.R. § 80.41 of 32.6%.

f. On or about June 18, 1999, with respect to gasoline at the retail outlet known as Woodstown Amoco located at 90 West Avenue, Woodstown, New Jersey, which had a VOC emissions reduction percentage of -32.46% which is not greater than or equal to the applicable minimum percentage specified in 40 C.F.R. § 80.41 of 13.1%.

g. On or about June 1, 1999, with respect to gasoline at the retail outlet known as Pine Plains BP located at Route 199, Pine Plains, New York, which had a VOC emissions reduction percentage of -56.36% which is not greater than or equal to the applicable minimum percentage specified in 40 C.F.R. § 80.41 of 13.1%.

h. On or about June 29, 1999, with respect to gasoline at the retail outlet known as Pine Plains BP located at Route 199, Pine Plains, New York, which had a VOC emissions reduction percentage of -7.54% which is not greater than or equal to the applicable minimum percentage specified in 40 C.F.R. § 80.41 of 13.1%.

i. On or about June 29, 1999, with respect to gasoline at the retail outlet known as Pine Plains BP located at Route 199, Pine Plains, New York, which had a VOC emissions reduction percentage of -53.46% which is not greater than or equal to the applicable minimum percentage specified in 40 C.F.R. § 80.41 of 13.1%.

j. On or about June 26, 2000, with respect to gasoline at the retail outlet known as BP Turfway located at 7230 Turfway Road, Florence, Kentucky, which had a VOC emissions reduction percentage of 18.43% which is not greater than or equal to the applicable minimum percentage specified in 40 C.F.R. § 80.41 of 23.4%.

k. On or about July 11, 2000, with respect to gasoline at the retail outlet known as Amoco Bigfoot #119 located at 8801 Old Third Street Road, Louisville, Kentucky, which had a VOC emissions reduction percentage of 5.04% which is not greater than or equal to the applicable minimum percentage specified in 40 C.F.R. § 80.41 of 23.4%.

ATTACHMENT 2 – ALLEGED RVP VIOLATIONS AT A TERMINAL/REFINERY

EPA alleges that on the each of the following occasions, in violation of 40 C.F.R. § 80.27(a)(2) and Section 211 of the CAA, 42 U.S.C. § 7545, with respect to gasoline at a terminal or refinery, Respondent manufactured, distributed, offered for sale or distribution, dispensed, supplied, offered for supply, sold, stored, transported, caused the transportation or introduced into commerce gasoline whose Reid vapor pressure exceeded the applicable standard. EPA alleges that on or about the following dates, with respect to gasoline at the Respondent's Texas City Refinery (ID# 5904), the Reid vapor pressure exceeded the applicable standard:

- a. Batch number 297 on or about 5/14/2000
- b. Batch number 298 on or about 5/15/2000
- c. Batch number 340 on or about 6/1/2000
- d. Batch number 364 on or about 9/9/2000
- e. Batch number 415 on or about 6/29/2000
- f. Batch number 439 on or about 7/10/2000
- g. Batch number 512 on or about 8/14/2000
- h. Batch number 1854 on or about 7/2/1999