

3. 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.

Terms of Agreement

4. The parties agree that the settlement of this matter is in the public interest and that this Settlement Agreement ("Agreement") is the most appropriate means of resolving the matter.
5. The parties stipulate and agree to the following matters. It is further agreed that these stipulations are applicable to this Agreement and any enforcement or penalty proceeding arising out of this Agreement or the subject matter of this Agreement:
 - a. At all relevant times, Respondent was a refiner as defined within the meaning of 40 C.F.R. § 80.2.
 - b. During February of 1999, EPA audited Respondent to determine compliance with § 211(k) of the Clean Air Act ("Act"), 42 U.S.C. § 7545(k), and the fuels regulations issued thereunder at 40 C.F.R. Part 80.
 - c. As a result of EPA's audit of Gulf, EPA alleged that Gulf failed to comply with the fuels regulations as follows:
 - (1). failed to correlate results of aromatics analyzed by ASTM D-1319 to the GCMS for 1996 & 1997 as required by 40 C.F.R. § 80.46;
 - (2). failed to ensure that its attest auditors kept documentation supporting their findings as required by 40 C.F.R. § 80.130; and
 - (3). failed to report the correct batch volumes of four batches between 1996 & 1998 pursuant to 40 C.F.R. § 80.75.
 - d. By entering into this Agreement Respondent makes no admission of fact

nor does Respondent admit that it has violated any provisions of law.

6. Jurisdiction to settle this matter exists pursuant to § 211 of the Clean Air Act, 42 U.S.C. § 7545, 40 C.F.R. Part 80, and other provisions of law.
7. After considering the gravity of the alleged violations, Respondent's history of compliance with the regulations, the economic benefit or savings resulting from the violations, Respondent's size of business, and actions taken to remedy the violations, EPA has determined to mitigate the civil penalty to \$8,000 subject to successful completion of the terms of this Agreement.

Respondent agrees to pay \$8,000 to the United States of America within ninety (90) days from the date that this Agreement is executed by EPA and returned to Respondent by certified mail return receipt requested ("the due date"). Late payment of the civil penalty is subject to interest and fees as specified in 31 U.S.C. § 3717.

Respondent agrees to pay the amount by **check made payable to the "United States of America,"** and to **mail the payment to:**

U.S. Environmental Protection Agency
Washington Accounting Operations
P.O. Box 360277M
Pittsburgh, Pennsylvania 15251
Attn.: AED/MSEB - 6038

A photocopy of the check shall be mailed or faxed simultaneously to:

Jacqueline Robles Werner, Esq.
U.S. Environmental Protection Agency
Mobile Source Enforcement Branch
Air Enforcement Division
Mail code 2242-A
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Attn.: AED/MSEB - 6038
Fax: (202)564-0069

8. Time is of the essence to this Agreement. Upon failure to timely perform pursuant to paragraph 7 of this Agreement, Respondent agrees to pay a stipulated penalty of \$5,000. This stipulated penalty is in addition to the proposed penalty. Upon such default this amount shall be immediately due and owing. The parties further agree that upon such default or failure to comply, EPA may refer this matter to the United States Attorney General for collection pursuant to § 211(d) of the Clean Air Act, 42 U.S.C. § 7545(d), commence an action to enforce this Agreement or to recover the civil penalty pursuant to § 211 of the Clean Air Act; 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 claim of violation of § 211 of the Clean Air Act, 42 U.S.C. § 7545, 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.
9. This Agreement becomes effective upon the date executed by EPA, at which time a copy will be returned to Respondent.
10. Respondent hereby represents that the individual or individuals executing this Agreement on behalf of Respondent are authorized to do so and that such execution is intended and is sufficient to bind Respondent.
11. Respondent waives its rights, if any, to a hearing, trial or any other proceeding on any issue of fact or law relating to the matters consented to herein.
12. The terms of this Agreement are contractual and not a mere recital. If any provision or provisions of this Agreement are held to be invalid, illegal or unenforceable, the remaining provisions shall not in any way be affected or impaired thereby.
13. The validity, enforceability, and construction of all matters pertaining to this Agreement shall be determined in accordance with applicable federal law.

14. Upon completion of the terms of this Agreement, this matter shall be deemed terminated and resolved. Nothing herein shall limit the right of EPA to proceed against Respondent in the event of default or noncompliance with this Agreement; for violations of § 211 of the Clean Air Act, 42 U.S.C. § 7545, which are not the subject matter of this Agreement; or for other violations of law; or with respect to other matters not within the scope of the Agreement. This Agreement in no way affects, or relieves Respondent of responsibility to comply with other state, federal or local law or regulations.

The following agree to the terms of this Agreement:

Gulf Oil Limited Partnership

by: *K. M. Stee*

Date: 4/1/02

United States
Environmental Protection Agency

by: *Richard Bronck*

Date: 4/24/02

Bruce C. Buckheit, Director
Air Enforcement Division
Office of Enforcement and Compliance Assurance