

**UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
Washington, D.C.**

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In the Matter of: )	
)	
)	
<b>Marathon Ashland Petroleum LLC</b> )	<b>SETTLEMENT AGREEMENT</b>
)	<b>EPA File No. MSEB/AED - 7031</b>
Respondent. )	
_____ )	

**THIS AGREEMENT** is made and entered into by and between the United States Environmental Protection Agency (hereinafter "EPA") and Marathon Ashland Petroleum LLC, located at 539 South Main Street, Findlay, Ohio 45840 (hereinafter "Respondent").

A. Preliminary Statement

1. On August 18, 2004, a Notice of Violation ("Notice") was issued to the Respondent alleging that the Respondent violated the gasoline detergent additization regulations, 40 C.F.R. Part 80, Subpart G ("detergent regulations"). The detergent regulations, at 40 C.F.R. § 168(a)(1) and 40 C.F.R. § 80.168(b), respectively, provide that no person may blend detergent additive into gasoline unless in conformity with the detergent certification requirements of 40 C.F.R. § 80.161 and with the volumetric additive reconciliation ("VAR") requirements of 40 C.F.R. § 80.170. Violators of these regulations are subject to a maximum civil penalty of \$27,500 per day for each violation occurring between January 30, 1997 and March 14, 2004, and the amount of the economic benefit or savings resulting from each violation.

2. After considering the gravity of the violations, Respondent's history of compliance with the regulations, and the size of Respondent's business, EPA proposed in the Notice a civil penalty of \$33,000.

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.

## B. Terms of Agreement

1. The parties stipulate and agree to the following matters. It is further agreed that these stipulations are applicable to this settlement agreement (“Agreement”) and any enforcement or penalty proceeding arising out of this Agreement or the subject matter of this Agreement:

a. The parties agree that the settlement of this matter is in the public interest and that this Agreement is the most appropriate means of resolving the matter.

b. 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.

c. At all relevant times, Respondent was a distributor of detergent within the meaning of 40 C.F.R. § 80.140.

d. Between January 1998 and February 2003, Respondent sold to Exxon mobil, the detergent blender and operator of a gasoline terminal at Standard and MacCorkle Streets, Charleston, West Virginia (the “Charleston Terminal”), two detergent additives diluted from certified detergent specifications.

e. Exxon mobil used these additives at the Charleston Terminal to additize approximately 1,100,000 gallons of generic gasoline which did not conform with detergent certification requirements.

f. EPA alleged in the August 18, 2004 Notice that, as the distributor of the two detergents to Exxon mobil, the Respondent is responsible for the violations of 40 C.F.R. § 80.168(d) identified in Paragraph B-1-d, above, pursuant to 40 C.F.R. § 80.169(a)(3)(ii).

g. EPA further alleged in the August 18, 2004 Notice that, as the distributor of the two detergents, the Respondent caused the presence in the Charleston Terminal’s distribution system of gasoline, identified in Paragraph B-1-e, above, that was not additized in conformity with detergent certification requirements in violation of 40 C.F.R. § 80.168(a)(1), and is liable for these violations pursuant to 40 C.F.R. § 80.169(a)(1)(ii).

h. In its response to the August 18, 2004 Notice, the Respondent has instituted additional training of its employees to prevent re-occurrence of violations involving the use of diluted detergents.

2. After considering the gravity of the violations, the Respondent’s history of compliance

with the detergent regulations, the terms of this Agreement, and other facts presented by the Respondent, EPA has determined to remit and mitigate the civil penalty for the violations identified in the August 18, 2004 Notice to \$29,800.

3. As a means of resolving the detergent program violations identified in the August 18, 2004 Notice, the Respondent agrees to pay to EPA a civil penalty of \$29,800 within 60 days of receipt of the fully executed Agreement from the EPA (the "penalty due date"). Late payment of this civil penalty is subject to interest and fees as specified in 31 U.S.C. § 3717. The Respondent agrees to pay this penalty to EPA by cashier's check or certified check, with the notation "AED/MSEB - 7031", payable to the "United States of America". The penalty is to be mailed to the following address:

U.S. Environmental Protection Agency  
Washington Accounting Operations  
P.O. Box 360277M  
Pittsburgh, Pennsylvania 15251  
Attention: AED/MSEB - 7031

A copy of the penalty check shall be simultaneously forwarded to Judy Lubow at the following address:

Judy Lubow, Attorney  
U.S. Environmental Protection Agency  
12345 West Alameda Parkway  
Suite 214  
Denver, CO 80228

4. The effect of the settlement described in paragraph B-9, below, is conditional upon the accuracy of the Respondent's representations to EPA, as memorialized in Paragraph B-1-h, above.

5. Time is of the essence to this Agreement. Upon the Respondent's failure to timely pay the civil penalty by the penalty due date identified in paragraph B-3 of this Agreement, the civil penalty of \$29,800 shall immediately become due and owing by the Respondent. Upon such failure to timely perform, the EPA may commence an action to enforce this Agreement, or to recover civil penalties for the violations identified in the August 18, 2004 Notice pursuant to

§ 205 of the Clean Air Act, or pursue any other remedies available to it. The Respondent specifically agrees that in the event of such default or failure to comply, EPA may proceed in an action based on a claim of violations of § 211 of the Act, 42 U.S.C. § 7545, and the 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 the passage of time.

6. This Agreement becomes effective upon the date signed by the EPA, after which time a copy will be forwarded to the Respondent.

7. The parties hereby represent that the individual executing this Agreement on behalf of the respective party is authorized to do so and that such execution is intended and is sufficient to bind the party and, as applicable, its officers, agents, directors, owners, heirs, assigns, and successors.

8. The Respondent waives its rights, if any, to a hearing, trial or any other proceeding on any issue of fact or law relating to matters agreed to herein.

9. The terms of this Agreement shall be the complete settlement of all civil and administrative claims and causes of action under the detergent regulations for the violations identified in the August 18, 2004 Notice. The Respondent's full completion of the terms of this Agreement shall terminate this matter, subject to the condition that the Respondent's representations identified in Paragraph B-1-h, above, are accurate.


10. Nothing herein shall limit the right of the EPA to proceed against the 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.

11. 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.

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

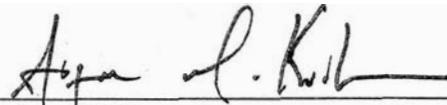
The following agree to the terms of this Agreement:

**Marathon Ashland Petroleum LLC**

by:   
Typed Name Clifford C. Cook  
Typed Title Senior Vice President

Date: Jan. 11, 2005

**United States Environmental Protection Agency**

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

Date: 2/1/05

