

U.S. ENVIRONMENTAL PROTECTION AGENCY

WASHINGTON, D.C.

In the Matter of:)	
)	AED/MSEB No. 7166
)	
Motiva Enterprises LLC and)	
Equilon Enterprises LLC,)	SETTLEMENT AGREEMENT
d/b/a Shell Oil Products US;)	
)	
Respondents.)	

THIS AGREEMENT is made and entered into by and between the United States Environmental Protection Agency (hereinafter "EPA") and Motiva Enterprises LLC and Equilon Enterprises LLC, d/b/a Shell Oil Products US (hereinafter collectively referred to as "Respondents").

PRELIMINARY STATEMENT

1. EPA alleges that Respondents, 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. By entering into this Settlement Agreement, the Respondents neither admit nor deny that they are in any way responsible for the alleged violations or that any violations have occurred.
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. “Branded retail outlet” means a retail outlet where the corporate, trade, or brand name of Respondents or any of their marketing subsidiaries appears on the pump stand or is displayed at the retail outlet.

c. “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).

d. “Conventional gasoline” means conventional gasoline as defined in 40 C.F.R. § 80.2(ff).

e. “Covered area” means covered area as defined in 40 C.F.R. § 80.2(hh).

f. “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.

g. “Effective date of the Settlement Agreement” is the date of its execution by EPA.

h. “EPA” means the United States Environmental Protection Agency.

i. “Equilon” means Equilon Enterprises LLC, d/b/a Shell Oil Products US, a Delaware limited liability company.

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. “Motiva” means Motiva Enterprises LLC, a Delaware limited liability company.

l. “Paragraph” means a portion of this Settlement Agreement identified by a numeral (“subparagraph” by a letter or a numeral in parenthesis).

- m. "Person" means person as defined by Section 302(e) of the CAA, 42 U.S.C. § 7602(e).
- n. "Refiner" means refiner as defined in 40 C.F.R. § 80.2(i).
- o. "Refinery" means refinery as defined in 40 C.F.R. § 80.2(h).
- p. "Reformulated gasoline" means reformulated gasoline as defined in 40 C.F.R. § 80.2(ee).
- q. "Retail outlet" means retail outlet as defined in 40 C.F.R. § 80.2(j).
- r. "Settlement Agreement" means this Settlement Agreement, including the Attachments identified herein.
- s. 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.
- t. An Equilon or Motiva "wholesaler" means a person or entity marketing Shell-branded gasoline pursuant to a wholesale marketer agreement with Equilon or Motiva.

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. Respondents are each a person as defined by Section 302(e) of the CAA, 42 U.S.C. § 7602(e).
- b. Respondents are each a "refiner" as defined in 40 C.F.R. § 80.2(i).
- c. Respondents are each 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 nineteen occasions set forth in Attachment A, Violations of VOC Requirements Found at Branded Retail Outlets, constituting nineteen separate alleged 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), Respondents 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 Respondents, as refiners whose corporate, trade, or brand name, or whose marketing subsidiary's corporate, trade, or brand name, appeared at the facility where each of the nineteen alleged violations was found, are liable for each of the nineteen separate alleged violations of 40 C.F.R. § 80.78(a)(1)(v)(C) set forth in Subparagraph 5(d), pursuant to 40 C.F.R. § 80.79(a)(2).

f. Alleged Violations of Reid Vapor Pressure ("RVP") Requirements at Branded Outlets. EPA alleges that on the three occasions set forth in Attachment B, Violations of RVP Requirements, constituting three separate alleged violations 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, Equilon 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 Equilon, as a refiner whose corporate, trade, or brand name, or whose marketing subsidiary's corporate, trade, or brand name, appeared at each of the three retail outlets where the alleged violations were found, is liable for each of the three separate alleged violations of 40 C.F.R. § 80.27(a)(2) set forth in Subparagraph 5(f), pursuant to 40 C.F.R. § 80.28(e)(4).

h. Alleged Violation of VOC Requirements Found at Bridgeport, Connecticut Motiva Terminal. EPA alleges that on or about September 15, 1999, 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, Tank 14, at the Motiva Bridgeport terminal located in Bridgeport, Connecticut (which terminal was owned, leased, operated, controlled or supervised by a refiner, importer, oxygenate blender, carrier, distributor, reseller, retailer, or wholesale purchaser-consumer), Motiva manufactured and sold or distributed, offered for sale or distribution,

dispensed, supplied, offered for supply, stored, transported, or caused the transportation of premium 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.

i. EPA alleges that Motiva, as a refiner who owned, leased, operated, controlled or supervised the facility where the alleged violation was found, is liable for the alleged violation of 40 C.F.R. § 80.78(a)(1)(v)(C) set forth in Subparagraph 5(h), pursuant to 40 C.F.R. § 80.79(a)(1).

j. Alleged Violations Resulting from Contamination of Product at Motiva's Former Delaware City Refinery and Terminal. EPA alleges that on or about March 7, 2000, in violation of 40 C.F.R. § 80.78(a) and Section 211(k) of the CAA, 42 U.S.C. § 7545(k), at Motiva's former Delaware City Refinery and Terminal (which terminal was owned, leased, operated, controlled or supervised by a refiner, importer, oxygenate blender, carrier, distributor, reseller, retailer, or wholesale purchaser-consumer), Motiva manufactured and sold or distributed, offered for sale or distribution, dispensed, supplied, offered for supply, stored, transported, or caused the transportation of premium gasoline subject to complex model standards, represented as reformulated and intended for use in a covered area, which failed to comply with the requirements of 40 C.F.R. § 80.41.

k. EPA alleges that Motiva, as a refiner who owned, leased, operated, controlled or supervised the facility where the alleged violation was found, is liable for the alleged violation of 40 C.F.R. § 80.78(a) set forth in Subparagraph 5(j), pursuant to 40 C.F.R. § 80.79(a)(1).

l. Alleged Violations Resulting from Contamination of Product at St. Louis, Missouri, Equilon Terminal. EPA alleges that on or about February 7, 2000, 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 Equilon Terminal in St. Louis, Missouri (which terminal was owned, leased, operated, controlled or supervised by a refiner, importer, oxygenate blender, carrier, distributor, reseller, retailer, or wholesale purchaser-consumer), Equilon manufactured and sold or distributed, offered for sale or distribution, dispensed, supplied, offered for supply, stored, transported, or caused the transportation of

premium gasoline subject to complex model standards, represented as reformulated and intended for use in a covered area, which failed to comply with the requirements of 40 C.F.R. § 80.41.

m. EPA alleges that Equilon, as a refiner who owned, leased, operated, controlled or supervised the facility where the violation was found, is liable for the violation of 40 C.F.R. § 80.78(a) set forth in Subparagraph 5(l), pursuant to 40 C.F.R. § 80.79(a)(1).

n. Alleged RVP Violations at Equilon's Former Wood River Refinery. EPA alleges that on each of the seven occasions set forth below, 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 the former Equilon Wood River Refinery, Equilon 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 of 9.0 psi:

- (1) Batch 489 on 6/18/99.
- (2) Batch 521 on 6/29/99.
- (3) Batch 547 on 7/9/99.
- (4) Batch 554 on 7/11/99.
- (5) Batch 578 on 7/19/99.
- (6) Batch 628 on 8/8/99.
- (7) Batch 681 on 8/28/99.

o. Respondents, pursuant to 40 C.F.R. § 80.28(a), as a refiner, importer, distributor, reseller, and/or oxygenate blender who owned, leased, operated, controlled or supervised the facilities where each of the seven violations was found, are liable for each of the seven violations set forth in Subparagraph 5(n) of this Settlement Agreement.

p. Alleged Oxygen Content Violations. EPA alleges that on each of the four occasions set forth below, in violation of 40 C.F.R. § 80.78(a) and Section 211(k) of the CAA, 42 U.S.C. § 7545(k), at an Equilon terminal (which terminal was owned, leased, operated, controlled or supervised by a refiner, importer, oxygenate blender, carrier, distributor, reseller, retailer, or wholesale purchaser-consumer), Equilon manufactured and sold or distributed, offered for sale or distribution, dispensed, supplied, offered for supply, stored, transported, or caused the transportation of premium gasoline subject to complex model standards, represented as

reformulated and intended for use in a covered area, which failed to comply with the oxygen content requirements of 40 C.F.R. § 80.41:

(1) On or about July 5 through July 7, 2003, gasoline at the Equilon North St. Louis Terminal at 239 E. Prairie, St. Louis, Missouri, failed to comply with the oxygen content requirements of 40 C.F.R. § 80.41.

(2) On or about February 4 through February 7, 2002, gasoline at the Equilon St. Louis Terminal, St. Louis, Missouri failed to comply with the oxygen content requirements of 40 C.F.R. § 80.41.

(3) On or about October 4, 2002, or about that time, gasoline at the former Equilon Granville Terminal in Wisconsin failed to comply with the oxygen content requirements of 40 C.F.R. § 80.41.

(4) On or about November 27, 1999, gasoline at the former Equilon Argo Illinois Terminal failed to comply with the oxygen content requirements of 40 C.F.R. § 80.41.

q. EPA alleges that Respondents, as refiners and oxygen blenders who owned, leased, operated, controlled or supervised the facilities where the alleged violations were found, are liable for the alleged violations of 40 C.F.R. § 80.78(a) set forth in Subparagraph 5(p), pursuant to 40 C.F.R. § 80.79(a)(1).

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

s. Respondents have represented to EPA that they have taken actions to:
1) remedy the alleged violations as appropriate, such as stopping sales of contaminated product, replacing contaminated product with complying product, and testing and sampling to determine the scope of an alleged violation; and 2) reasonably prevent the recurrence of the same or similar alleged violations in the future through acceptable quality assurance programs including actions such as discovering and correcting the cause or causes of an alleged violation, implementing or requiring testing and sampling programs, and making technical changes to correct a process or failure in equipment that led to an alleged violation.

t. EPA recognizes that Respondents self-reported, by letter to EPA at or near the time of the alleged violations, the alleged violations set forth in Subparagraphs 5(j), 5(l), 5(p)(1), 5(p)(2), 5(p)(3), and 5(p)(4) for consideration under EPA's Audit Policy.

CIVIL PENALTY

6. Respondents shall pay to the United States a civil penalty of Six Hundred Thousand Dollars (\$600,000), 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 Paragraph 10(b) of this Settlement Agreement. Respondents agree that the civil penalty amount will be paid by cashier's check or certified 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. 7166

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 Respondents' names.

7. Respondents expressly agree 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, Respondents shall submit to EPA a Compliance Plan detailing measures already undertaken or to be undertaken by Respondents to remedy the alleged violations addressed by this Settlement Agreement, and to prevent the recurrence of similar alleged violations through acceptable quality assurance programs. Such Compliance Plan shall include a detailed description of the measures Respondents have represented to EPA that they have undertaken according to Subparagraph 5(s).

9. Submission of the Compliance Plan shall be accompanied by a transmittal letter referencing Paragraph 8 of this Settlement Agreement. Respondents shall, through a duly authorized representative having knowledge of the submission's contents, 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.

Respondents shall not object to the admissibility in evidence of any such submissions or correspondence in any proceeding to enforce this Settlement Agreement.

STIPULATED PENALTIES

10. Respondents 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, unless otherwise excused under this Settlement Agreement. Each Respondent shall be responsible for payment of stipulated civil penalties, if any, assessed against such Respondent and, Respondents shall not be responsible for payment of each other's stipulated civil penalties, if any.

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 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.

11. 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 Respondents' 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 Respondents' violations of this Settlement Agreement or the Act.

12. 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. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

13. Respondents shall pay stipulated penalties upon written demand by the EPA within 30 days after Respondents receives such demand. Stipulated penalties shall be paid by cashier's or certified check, payable to the "United States of America" and the payment shall be mailed to the EPA Washington Accounting Operations, P.O. Box 360277M, Pittsburgh, Pennsylvania 15251, Attn: AED/MSEB No. 7166 with a copy to EPA at the address noted in Paragraph 16. Each such check shall be identified with the correct case number and Respondents' names.

14. Respondents may challenge EPA's entitlement to or the appropriateness of stipulated penalties by providing written notice to EPA within 15 days of Respondents' receipt of EPA's demand, and setting forth in detail the grounds for such challenge. EPA shall make a determination on Respondents' challenge within sixty days of Respondents' written notice. Respondents shall not be responsible for paying the stipulated penalties that have been challenged until EPA has made its determination on the challenge, at which time the stipulated penalties shall be paid as set forth in EPA's determination.

GENERAL PROVISIONS

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

16. Unless otherwise provided herein, reports, submissions, notifications to, or communications with the EPA or Respondents 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 Respondents 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 Respondents:

Arnoldo Medina
Attorney for Equilon and Motiva
910 Louisiana
4860 One Shell Plaza
Houston, TX 77002

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 Respondents, 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. Respondents specifically agree 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, and Respondents expressly waive their

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 Respondents, their agents, employees, servants, successors, and assigns.

20. Respondents hereby represent that the individual executing this Settlement Agreement is authorized to do so on behalf of Respondents and that such execution is intended and is sufficient to bind Respondents, their agents, employees, servants, assigns, and successors.

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 24 of this Settlement Agreement is conditioned upon the truthfulness, accuracy and completeness of Respondents' 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.

EFFECT OF SETTLEMENT AGREEMENT

24. 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 Respondents 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 following agree to the terms of this Settlement Agreement:

Respondents:

Motiva Enterprises LLC

by:  _____

Date: 9-22-06

Bert Molina
Manager – Regulatory Affairs
Motiva Enterprises LLC

Equilon Enterprises LLC, d/b/a Shell Oil Products US

by:  _____

Date: 9-22-06

T.N. Smith
Vice President – Supply
Shell Oil Products US

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 A – 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), Respondents 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 29, 1999, with respect to gasoline at the retail outlet known as Uncle Ted's Trading Post located at 661 East DuPont Highway, Millsboro, Delaware, which had a VOC emissions reduction percentage of 5.87% 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 29, 1999, with respect to gasoline at the retail outlet known as Uncle Ted's Trading Post located at 661 East DuPont Highway, Millsboro, Delaware, which had a VOC emissions reduction percentage of 10.72% which is not greater than or equal to the applicable minimum percentage specified in 40 C.F.R. § 80.41 of 13.1%.

c. On or about June 23, 1999, with respect to gasoline at the retail outlet known as Bud's Texaco, Inc. located at 2889 North Highway 94, St. Charles, Missouri, which had a VOC emissions reduction percentage of 28.07% which is not greater than or equal to the applicable minimum percentage specified in 40 C.F.R. § 80.41 of 32.6%.

d. On or about July 21, 1999, with respect to gasoline at the retail outlet known as Bud's Texaco, Inc. located at 2889 North Highway 94, St. Charles, Missouri, which had a VOC emissions reduction percentage of 32.15% 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 26, 1999, with respect to gasoline at the retail outlet known as Convenient Food Mart #234 located at 2702 Doeste Road, St. Charles, Missouri, which had a

VOC emissions reduction percentage of 30.32% 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 27, 1999, with respect to gasoline at the retail outlet known as G & G Mini Mart located at 2609 North Downing St., Angelton, Texas, which had a VOC emissions reduction percentage of 26.12% which is not greater than or equal to the applicable minimum percentage specified in 40 C.F.R. § 80.41 of 32.6%.

g. On or about June 26, 1999, with respect to gasoline at the retail outlet known as Quick-Way Food Mart #7 located at 8106 Southwestern Blvd., Dallas, Texas, which had a VOC emissions reduction percentage of 16.14% which is not greater than or equal to the applicable minimum percentage specified in 40 C.F.R. § 80.41 of 32.6%.

h. On or about August 17, 1999, with respect to gasoline at the retail outlet known as Quick-Way Food Mart #7 located at 8106 Southwestern Blvd., Dallas, Texas, which had a VOC emissions reduction percentage of 28.62% which is not greater than or equal to the applicable minimum percentage specified in 40 C.F.R. § 80.41 of 32.6%.

i. On or about September 8, 1999, with respect to gasoline at the retail outlet known as Tripp's Service Center located at 817 Whalley Avenue, New Haven, Connecticut, which had a VOC emissions reduction percentage of 6.83% 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 2, 1999, with respect to gasoline at the retail outlet known as Goddard's Service Station located at 1699 Main Street, Pleasant Valley, New York, which had a VOC emissions reduction percentage of 8.0% which is not greater than or equal to the applicable minimum percentage specified in 40 C.F.R. § 80.41 of 13.1%.

k. On or about June 29, 1999, with respect to gasoline at the retail outlet known as Middlefield Service Center located at 165 Jackson Hill Road, Middlefield, Connecticut, which had a VOC emissions reduction percentage of -22.15% which is not greater than or equal to the applicable minimum percentage specified in 40 C.F.R. § 80.41 of 13.1%.

l. On or about July 21, 1999, with respect to gasoline at the retail outlet known as Middlefield Service Center located at 165 Jackson Hill Road, Middlefield, Connecticut, which

had a VOC emissions reduction percentage of -19.95% which is not greater than or equal to the applicable minimum percentage specified in 40 C.F.R. § 80.41 of 13.1%.

m. On or about July 21, 1999, with respect to gasoline at the retail outlet known as Middlefield Service Center located at 165 Jackson Hill Road, Middlefield, Connecticut, which had a VOC emissions reduction percentage of -19.4% which is not greater than or equal to the applicable minimum percentage specified in 40 C.F.R. § 80.41 of 13.1%.

n. On or about June 8, 2000, with respect to gasoline at the retail outlet known as O'Connell's Convenience Plus #17 located at 1025 South Street, Pittsfield, Massachusetts, which had a VOC emissions reduction percentage of 13.88% which is not greater than or equal to the applicable minimum percentage specified in 40 C.F.R. § 80.41 of 23.4%.

o. On or about June 8, 2000, with respect to gasoline at the retail outlet known as Texaco located at 455 Harvard St., Brookline, Massachusetts, which had a VOC emissions reduction percentage of 20.57% which is not greater than or equal to the applicable minimum percentage specified in 40 C.F.R. § 80.41 of 23.4%.

p. On or about June 25, 2000, with respect to gasoline at the retail outlet known as Texaco located at 14818 Highway 6, Arcola, Texas, which had a VOC emissions reduction percentage of 20.68% which is not greater than or equal to the applicable minimum percentage specified in 40 C.F.R. § 80.41 of 25%.

q. On or about June 1, 2001, with respect to the premium unleaded gasoline at the retail outlet known as Uncle Willie's Texaco located at Blades Causeway, Blades, Delaware, which had a VOC emissions reduction percentage of 20.61% which is not greater than or equal to the applicable minimum percentage specified in 40 C.F.R. § 80.41 of 32.6%.

r. On or about June 1, 2001, with respect to the premium unleaded gasoline at the retail outlet known as Al Blanchfield Texaco located at Route 16, Greenwood, Delaware, which had a VOC emissions reduction percentage of -.04% which is not greater than or equal to the applicable minimum percentage specified in 40 C.F.R. § 80.41 of 32.6%.

s. On or about June 8, 2001, with respect to the premium unleaded gasoline at the retail outlet known as Jeffery Bieck d/b/a Burlington Shell located at 680 Milwaukee Ave., Burlington, Wisconsin, which had a VOC emissions reduction percentage of -40.36% which is not

greater than or equal to the applicable minimum percentage specified in 40 C.F.R. § 80.41 of 32.6%.

ATTACHMENT B – Violations of RVP Requirements

EPA alleges that on the each of the following occasions, 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, Respondents sold, offered for sale, dispensed, supplied, offered for supply, transported or introduced into commerce gasoline whose Reid vapor pressure exceeded the applicable standard of 9.0 psi.

a. On or about June 9, 1999, with respect to gasoline at the retail outlet known as Fairfax County Store located at Highway 59 North, Fairfax, Missouri, whose Reid vapor pressure of 11.26 psi exceeded the applicable standard of 9.0 psi.

b. On or about August 3, 1999, with respect to gasoline at the retail outlet known as Fairfax County Store located at Highway 59 North, Fairfax, Missouri, whose Reid vapor pressure of 9.66 psi exceeded the applicable standard of 9.0 psi.

c. On or about August 3, 1999, with respect to gasoline at the retail outlet known as Fairfax County Store located at Highway 59 North, Fairfax, Missouri, whose Reid vapor pressure of 9.69 psi exceeded the applicable standard of 9.0 psi.