

**U. S. ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D. C.**

_____)	
In the Matter of:)	
)	
Statoil Marketing & Trading (USA), Inc.)	SETTLEMENT AGREEMENT
)	AED/MSEB - 6081
Respondent.)	
_____)	

THIS AGREEMENT is made and entered into by and between the United States Environmental Protection Agency (EPA) and Statoil Marketing & Trading (USA), Inc., 225 High Ridge Road, Stanford, Connecticut 06905 (Respondent or Statoil).

Preliminary Statement

1. On August 14, 2002, a Notice of Violation was issued to Respondent for violation of § 211(k) of the Clean Air Act (CAA), 42 U.S.C. § 7545(k), and the fuels regulations promulgated thereunder at 40 C.F.R. Part 80 (Fuels Regulations). The Fuels Regulations require conventional gasoline to meet certain emission standards and impose on importers a number of quality assurance, recordkeeping, and reporting requirements. Violators of this law are subject to a maximum civil penalty of \$27,500 per day for each violation and the amount of the economic benefit or savings resulting from the violation.
2. After considering the gravity of the alleged violations, Respondent's history of compliance with the regulations, and the size of Respondent's business, EPA proposed in the Notice of Violation a civil penalty of \$118,660 (the proposed penalty).
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. By entering into this Agreement, Respondent does not admit that it is in any way responsible for the alleged violations or that any violations have occurred.
6. 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 an importer as defined within the meaning of 40 C.F.R. § 80.2.
 - b. On June 6, 2002, EPA conducted a audit of the Anti-Dumping Batch Reports from Statoil. The investigation was conducted to determine compliance with the CAA and the Fuels Regulations.
 - c. As a result of the audit, EPA alleged that on July 26, 2000, Respondent imported Batch # 4083-00001-00-000005 (Batch # 5) that had a RVP of 9.17 psi, and contained 5,933,017 gallons of conventional gasoline. As the importer who sold, offered for sale, dispensed, supplied, offered for supply, or transported gasoline that exceeded the volatility standard, Statoil is liable for one (1) violation of 40 C.F.R. § 80.28.
7. Respondent denied the allegations, asserting that Batch Number 5 complied with the 9.0 psi RVP standard, and attributed the 9.17 psi test result to errors that may have been committed by the testing laboratory. Respondent also asserted that at most there was only one (1) day of violation, that it received no economic benefit from the violation, and that any gasoline RVP noncompliance was immediately corrected when the gasoline was unloaded into shore tanks and mixed with low RVP gasoline.
 8. In light of the information proffered by the Respondent, EPA has determined to mitigate the civil penalty to \$84,000 subject to the successful completion of the terms of this Agreement. This reduction in penalty is also conditional upon the accuracy of the Respondent's representations to EPA, as memorialized in letters to EPA dated September 17, 2002 and December 12, 2003, and e-mails to EPA concerning Statoil's economic benefit, or the lack thereof for the violation.

Respondent agrees to pay \$84,000 to the United States of America within thirty (30) 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 - 6081

A photocopy of the check shall be mailed simultaneously to:

J. L. Adair, Attorney/Advisor
U.S. Environmental Protection Agency
AED/MSEB (2242A)
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Attn.: AED/MSEB - 6081

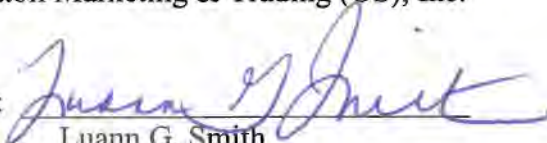
9. Time is of the essence to this Agreement. Upon failure to timely perform pursuant to paragraph 8 of this Agreement, Respondent agrees to pay a stipulated penalty of \$84,000. This stipulated penalty is in addition to the proposed penalty. Upon such default this amount shall be immediately due and 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.
10. EPA agrees to provide a written notice to Respondent before finding Respondent in default of this Agreement. EPA agrees to send the notice by certified mail, return receipt requested. Respondent shall have five (5) business days to receive the notice in the mail. Thereafter, Respondent shall have ten (10) business days to cure the default. The notice shall be sent to Respondent at its last known business address.
11. This Agreement becomes effective upon the date executed by EPA, at which time a copy will be returned to Respondent.
12. 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.
13. 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.
14. 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.

15. The validity, enforceability, and construction of all matters pertaining to this Agreement shall be determined in accordance with applicable federal law.
16. 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:

Statoil Marketing & Trading (US), Inc.

by:


Luann G. Smith
President

Date: August 27, 2004



United States Environmental Protection Agency

by:


Adam M. Kushner
Acting Director
Air Enforcement Division

Date: 8/23/04