

**IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OHIO  
WESTERN DIVISION**

THE UNITED STATES OF AMERICA,

Plaintiff,

v.

LIMA REFINING COMPANY,

Defendant.

Case No. 3:24-cv-1659

Judge:

**CONSENT DECREE**

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**CONSENT DECREE**

WHEREAS, Plaintiffs the United States of America (“United States”), on behalf of the United States Environmental Protection Agency (“EPA”) filed a complaint (“Complaint”) against Defendant Lima Refining Company (“LRC”) for alleged violations of the Clean Air Act (“CAA” or “Act”), 42 U.S.C. § 7401 *et seq.*, with respect to benzene emissions at LRC’s petroleum refinery in Lima, Ohio (“Refinery” or “Lima Refinery”);

WHEREAS, the Complaint alleges that LRC violated one or more of the following CAA requirements:

- a. The New Source Performance Standards (“NSPS”) promulgated at 40 C.F.R. Part 60, Subpart QQQ (“QQQ”), pursuant to Section 111 of the CAA, 42 U.S.C. § 7411;
- b. The National Emission Standards for Hazardous Air Pollutants (“NESHAPS”) promulgated at 40 C.F.R. Part 61, Subpart FF (“Subpart FF” or “BWON”), pursuant to Section 112 of the CAA, 42 U.S.C. § 7412;
- c. The NSPS and NESHAP general provisions promulgated at 40 C.F.R. Part 60, Subpart A, and 40 C.F.R. Part 61, Subpart A; and
- d. Portions of the Title V permit for the Lima Refinery that adopt, incorporate, or implement the provisions cited above;

WHEREAS, the Lima Refinery is subject to the BWON regulations set forth at 40 C.F.R. Part 61, Subpart FF;

WHEREAS, the Total Annual Benzene (“TAB”) for the Lima Refinery is greater than 10 megagrams per year (Mg/yr) (11 ton/yr);

WHEREAS, LRC has chosen to comply with BWON’s 6 megagrams per year (“6 BQ”) compliance option set forth at 40 C.F.R. § 61.342(e);

WHEREAS, on June 27–30, 2022, EPA inspected the Lima Refinery and identified multiple alleged violations of QQQ and BWON, including exceedances of the NDE standard, at multiple Waste Management Units;

WHEREAS, LRC responded to EPA’s alleged exceedances of the NDE standard and repaired all detectable emissions of 500 ppm or greater and other BWON deficiencies allegedly identified by EPA during the June 27–30, 2022 inspection;

WHEREAS, LRC responded to EPA’s alleged deficiencies of QQQ by sealing junction boxes and manhole covers as well as reestablishing water seals or caps on QQQ-applicable drains;

WHEREAS, LRC completed installation of a new emergency vent on the East Corrugated Plate Interceptor unit (“CPI”) in March 2024;

WHEREAS, LRC completed updates to its enhanced biodegradation unit (“EBU”) including submerging the inlets into the EBU in July 2022;

WHEREAS, LRC completed a validation of its waste stream inventory and submitted the inventory as part of its 2023 TAB Report on January 30, 2024;

WHEREAS, as of the Date of Lodging, LRC completed an NDE Engineering Assessment for each piece of NDE Equipment currently operational at the Lima Refinery, and LRC will prepare NDE engineering assessments for future NDE Equipment that becomes operational after the Date of Lodging in accordance with the terms of this Decree;

WHEREAS, as of the Date of Lodging, LRC completed a review of its sewer system inventory and its current compliance strategy for all BWON and QQQ IDS components, including, but not limited to, drains, cleanouts, and junction boxes;

WHEREAS, prior to the Date of Lodging, LRC updated its written facility-wide BWON and QQQ program documents;

WHEREAS, EPA issued a September 27, 2022 Finding of Violation Notice No. EPA-5-22-OH-06 (“FOV”) to LRC relating to the Lima Refinery’s compliance with its Title V operating permit and the BWON and QQQ requirements of the CAA and its implementing regulations;

WHEREAS, as of the Date of Lodging, LRC does not use carbon canisters to control emissions as part of its BWON or QQQ compliance program;

WHEREAS, prior to the Date of Lodging, LRC identified all components within individual drain systems (“IDSs”) that are subject to BWON and/or QQQ at the Lima Refinery, as set forth in Appendix D;

WHEREAS, LRC does not currently operate external floating roof tanks that constitute BWON Equipment as defined herein;

WHEREAS, unless expressly stated herein, nothing in this Consent Decree shall be construed to amend the existing 2017 Consent Decree entered on November 7, 2017 in Case No. 3:17-cv-01320 (Dkt. 11);

WHEREAS, LRC denies the allegations in the Complaint and FOV and does not admit any liability to the United States arising out of the transactions or occurrences alleged in the Complaint or the FOV;

WHEREAS, the Parties recognize, and the Court by entering the Consent Decree finds, that the Consent Decree has been negotiated at arm’s length and in good faith, will avoid litigation among the Parties, and that the Consent Decree is fair, reasonable, and in the public interest;

NOW THEREFORE, with respect to the matters set forth in the Complaint, and in Section XI (Effect of Settlement), and before the taking of any testimony, without adjudication of any issue of fact or law, and upon the consent and agreement of the Parties to the Consent Decree, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

## **I. JURISDICTION AND VENUE**

1. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355. In addition, this Court has jurisdiction over the subject matter of this action pursuant to Section 113(b) of the CAA, 42 U.S.C. § 7413(b) and over the Parties.

2. Venue lies in this District pursuant to Section 113(b) of the CAA, 42 U.S.C. § 7413(b), and 28 U.S.C. §§ 1391(b) and (c) and 1395(a) because the violations alleged in the Complaint filed concurrently with the Decree are alleged to have occurred in, and LRC conducts business in, this judicial district. For purposes of this Decree, or any action to enforce this Decree, LRC consents to the Court's jurisdiction over this Decree, and any such action, and over LRC and consents to venue in this judicial district.

3. For purposes of this Consent Decree, LRC agrees that the Complaint alleges claims upon which relief may be granted pursuant to the CAA.

4. Notice of this action was given to the State of Ohio as required by Section 113(b) of the CAA, 42 U.S.C. § 7413(b).

## **II. APPLICABILITY AND BINDING EFFECT**

5. The obligations of this Consent Decree apply to and are binding upon the United States and upon LRC and any successors, assigns, or other entities or persons otherwise bound by law.

6. From the Effective Date of this Consent Decree until termination pursuant to Section XVII (Termination), LRC agrees that the Lima Refinery is covered by this Consent Decree. From the Effective Date of this Consent Decree until termination, LRC shall give written notice of this Consent Decree to any successors in interest to the Lima Refinery prior to transfer of ownership or operation of any portion of the Lima Refinery. At least 30 Days prior to such

transfer, LRC shall provide a copy of this Consent Decree to the proposed transferees and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written agreement (which may be designated as Confidential Business Information (“CBI”) in accordance with 40 C.F.R. Part 2), to EPA and DOJ in accordance with Section XIII (Notices).

7. LRC shall condition any such transfer, in whole or in part, of ownership of, operation of, or other interest (exclusive of any non-controlling, non-operational shareholder or membership interest) in the Lima Refinery on the execution by the transferee of a modification to this Consent Decree that makes the terms and conditions of this Consent Decree applicable to the transferee. If LRC retains any ownership interest in, or operational control of, the Lima Refinery, it must remain a party to the Consent Decree (in addition to the transferee), and it shall not be relieved of its obligations to ensure the terms of the Consent Decree are implemented.

8. By no earlier than 60 Days after notice is provided pursuant to Paragraph 6, LRC may file a motion requesting that this Court modify this Consent Decree to make the terms and conditions of this Consent Decree applicable to the transferee. LRC shall be released from the obligations and liabilities of this Consent Decree unless the United States opposes the motion, and the Court finds that the transferee does not have the financial and technical ability to assume the obligations and liabilities under this Consent Decree.

9. Any attempt to transfer ownership or operation of the Lima Refinery without complying with this Section constitutes a violation of this Consent Decree.

10. Except as provided in Paragraphs 7 and 8, LRC shall be solely responsible for ensuring that performance of the work required under this Consent Decree is undertaken in



accordance with the deadlines and requirements contained in this Consent Decree and its appendices.

11. LRC shall provide a copy of the applicable provisions of this Consent Decree (or a link to the information on the internet) to all its officers, the Lima Refinery plant manager, the Lima Refinery Environmental manager, and all personnel with responsibilities for BWON or QQQ compliance, including each consulting or contracting firm that is retained to perform work required under this Consent Decree, upon execution of any contract relating to such work. Copies of the applicable portions of this Consent Decree, or a link to the information on the internet, do not need to be supplied to firms retained solely to supply materials or equipment to satisfy the requirements of this Consent Decree.

### **III. DEFINITIONS**

12. Unless otherwise defined herein, terms used in this Consent Decree shall have the meaning given to those terms in the CAA and the implementing regulations promulgated thereunder. The following terms used in this Consent Decree shall be defined, solely for purposes of this Consent Decree and the reports and documents submitted pursuant thereto, as follows:

a. “BWON Equipment” shall mean all equipment at the Lima Refinery that is subject to the BWON control standards under 40 C.F.R. Part 61, Subpart FF. BWON Equipment includes, but is not limited to, the following: valves, agitators, connectors, pumps, pressure relief devices, IDSs (including, but not limited to, junction boxes and manhole covers), induced gas flotation units (“IGFUs”), conservation vents, dissolved nitrogen flotation units (“DNFs”), corrugated plate interceptors (“CPIs”), oil-water separators, and tanks.

b. “BWON/QQQ Audit Commencement Date” or “Commencement of a

BWON/QQQ Audit” shall mean the first day of the on-site inspection that accompanies a BWON/QQQ Audit.

c. “BWON/QQQ Audit Completion Date” or “Completion of a BWON/QQQ Audit” shall mean 120 Days after the BWON/QQQ Audit Commencement Date.

d. “Calendar Quarter” shall mean any one of the three-month periods ending on March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup>.

e. “Consent Decree” or “Decree” shall mean this Decree and all its appendices.

f. “Date of Entry” shall mean the date on which this Consent Decree is entered by the United States District Court for the Northern District of Ohio.

g. “Date of Lodging” shall mean the date this Consent Decree is lodged with the United States District Court for the Northern District of Ohio.

h. “Day” or “day” shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or Federal Holiday, the period shall run until the close of business on the next working day unless a compliance date is specified in this Consent Decree, in which case compliance must be achieved on or before that date.

i. “Difficult-to-monitor Equipment” or “DTM Equipment” shall have the same definition set forth in 40 C.F.R. § 60.482-7a(h)(1), except that references to “valve” shall mean valves or connectors subject to BWON or QQQ regulations.

j. “Effective Date” shall mean the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court’s docket.

k. “Individual Drain System” or “IDS” shall have the same definition as set forth in 40 C.F.R. § 61.341 (for BWON Equipment) and 40 C.F.R. § 60.691 (for QQQ Equipment).

l. “Internal Floating Roof Tanks” shall mean internal floating roof tanks currently identified as Tank Nos. 6, 26, 28, 77, 78, 79, 128, 172, 173, 216, 253, 255, 256 and any other floating roof tank(s) that becomes BWON Equipment during the term of this Consent Decree.

m. “Inaccessible Equipment” shall have the same definition as set forth in 40 C.F.R. § 60.482–11b(f), except references to “connector” shall mean valves or connectors subject to BWON or QQQ regulations. Insulated valve packing shall not be classified as Inaccessible Equipment.

n. “Lima Refinery” shall mean the refinery owned and operated by LRC located at 1150 S. Metcalf Street in Lima, Ohio.

o. “Low-Emissions Packing or Low-Emissions Injectable Packing” (“Low-E Packing”) shall mean a valve packing product that meets the specifications set forth in Subparagraphs 12.o.i or 12.o.ii below. “Low-E Injectable Packing” is a type of Low-E Packing product that meets the specifications of Subparagraphs 12.o.i or 12.o.ii below. Examples include products that are capable of being injected through a pre-drilled tap port supplied as part of the original valve design by the valve manufacturer, or a standard “drill-and-tap” repair of the valve as described in Subparagraph 40.b of the Consent Decree.

i. A valve packing product, independent of any specific valve, for which the manufacturer has issued a written warranty that the packing will not emit fugitive emissions at greater than 100 ppm,

and that, if it does emit greater than 100 ppm at any time in the first five years after installation, the manufacturer will replace the product and the valve packing product is rated for wastewater service; provided, however, that no packing product shall qualify as Low-E Packing by reason of written warranty unless the packing was first tested by the manufacturer or a qualified testing firm pursuant to generally accepted good engineering practices for testing fugitive emissions for use in wastewater service; or

- ii. A valve packing product, independent of any specific valve, that has been tested by the manufacturer or a qualified testing firm pursuant to generally accepted good engineering practices for testing fugitive emissions, and that, during the test, at no time leaked at greater than 500 ppm and, on average, leaked at less than 100 ppm.

- p. “Low-Emissions Valve” or “Low-E Valve” shall mean either of the

following:

- i. A valve, including its specific packing assembly or stem sealing component, for which the manufacturer has issued a written warranty that it will not emit fugitive emissions greater than 100 ppm, and that, if it does emit fugitive emissions greater than 100 ppm at any time in the first five years after installation, the manufacturer will replace the valve; provided, however, that no valve shall qualify as a Low-E Valve by reason of written warranty

unless the valve (including its specific packing assembly) either:

(a) first was tested by the manufacturer or a qualified testing firm pursuant to generally accepted good engineering practices for testing fugitive emissions and rated for wastewater service; or (b) is an “extension” of another valve that qualified as a Low-E Valve that is rated for wastewater service under this Subparagraph; or

- ii. A valve, including its specific packing assembly, that either: (a) has been tested by the manufacturer or a qualified testing firm pursuant to generally accepted good engineering practices for testing fugitive emissions and that, during the test, at no time leaked at greater than 500 ppm, and on average, leaked at less than 100 ppm; or (b) is an extension of another valve that qualified as Low-E Valve under this Subparagraph. For purposes of this Subparagraph, being an “extension of another valve” means that the characteristics of the valve that affect sealing performance (e.g., type of valve, stem motion, tolerances, surface finishes, loading arrangement, and stem and body seal material, design, service type, and construction) are the same or essentially equivalent as between the tested and the untested valve.

**q.** “Maintenance Shutdown” for purposes of Subsection H below, shall mean a shutdown of a process unit that is done for the purpose of scheduled maintenance and lasts longer than 21 Days.

**r.** “NESHAP Sewer System” shall mean the sewer system that manages

BWON-controlled wastewater at the Lima Refinery.

**s.** “No detectable emissions” or “NDE” shall mean less than 500 parts per million by volume (“ppmv”) above background levels, as measured by a detection instrument reading in accordance with the procedures specified in 40 C.F.R. § 61.355(h), and 40 C.F.R. § 60.691.

**t.** “NDE Equipment” shall mean BWON Equipment or QQQ Equipment subject to an NDE standard.

**u.** “Paragraph” shall mean a portion of this Consent Decree identified by an Arabic numeral.

**v.** “QQQ Equipment” shall mean all IDSs, oil-water separators, and all aggregate facilities at the Lima Refinery that are subject to QQQ or that become subject to QQQ during the term of this Consent Decree.

**w.** “Routed” shall mean to direct a waste stream to its intended disposition except for any leaks, valve leak-by, maintenance waste, or sampling of the waste stream.

**x.** “Screening Value” shall mean the highest emission level that is recorded at each piece of equipment monitored in accordance with Method 21.

**y.** “Treatment Process” shall have the same meaning as set forth in 40 C.F.R. § 61.341.

**z.** “Unsafe-to-Monitor Equipment” or “UTM Equipment” shall have the same definition as set forth in 40 C.F.R. § 60.482-11b(e).

**aa.** “Waste Management Unit” shall have the same meaning as set forth in 40 C.F.R. § 61.341.

#### IV. CIVIL PENALTY

13. Within 30 Days after the Effective Date, LRC shall pay \$19,000,000 as a civil penalty, together with interest accruing from the Effective Date, at the rate specified in 28 U.S.C. § 1961 as of the Effective Date.

14. LRC shall pay the civil penalty due, together with interest by FedWire Electronic Funds Transfer to the DOJ account, in accordance with instructions provided to LRC by the Financial Litigation Unit (“FLU”) of the United States Attorney’s Office for the Northern District of Ohio after the Effective Date. The payment instructions provided by the FLU will include a Consolidated Debt Collection System (“CDCS”) number, which LRC shall use to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions to:

Neil Murdoch  
Sr. Mgr., Finance, Lima Refinery  
1150 S. Metcalf Street  
Lima, OH 45804  
Phone: (403) 766-3768  
Email: [neil.murdoch@cenovus.com](mailto:neil.murdoch@cenovus.com)

on behalf of LRC. LRC may change the individual to receive payment instructions on its behalf by providing written notice of such change to DOJ and EPA in accordance with Section XIII (Notices).

15. At the time of payment, LRC shall send notice that payment has been made: (i) to EPA via email at [cinwd\\_acctsreceivable@epa.gov](mailto:cinwd_acctsreceivable@epa.gov) or via regular mail at EPA Cincinnati Finance Office, 26 W. Martin Luther King Drive, Cincinnati, Ohio 45268; (ii) to EPA via email in accordance with Section XIII (Notices); and (iii) to DOJ via email in accordance with Section XIII (Notices). Such notice shall state that the payment is for the civil penalty owed pursuant to

the Consent Decree in *United States v. Lima Refining Company*, and shall reference the civil action number, CDCS Number, and DOJ case number 90-5-2-1-12782.

**V. COMPLIANCE REQUIREMENTS**

LRC shall undertake the following measures to minimize fugitive benzene waste and VOC emissions at its Lima Refinery. Nothing in this Section shall relieve LRC of its independent obligation to comply with the requirements of the BWON and QQQ regulations.

**A. BWON Compliance**

16. 6 BQ Compliance Option. LRC shall comply with the compliance option set forth at 40 C.F.R. § 61.342(e) known as the “6 BQ Option” or the “6 Mg Option” of BWON for the term of this Consent Decree and subject to Paragraph 56.

17. LRC shall ensure that all Waste Management Units and treatment processes at the Lima Refinery handle organic benzene wastes in compliance with all applicable BWON control standards.

18. For purposes of complying with the 6 Mg Option, all Waste Management Units at the Lima Refinery handling aqueous benzene wastes shall either: (a) meet the applicable control standards of BWON (e.g., 40 C.F.R. §§ 61.343–61.347 and 40 C.F.R. § 61.348(a)); or (b) have their uncontrolled benzene quantity count toward the 6 Mg compliance limit. Nothing in this sub-paragraph shall be construed to limit the ability of LRC to treat and manage aqueous benzene wastes in accordance with the requirements of 40 C.F.R. § 61.355(k)(4).

19. Annual TAB Report. On or before April 1st of each calendar year, LRC shall submit its annual TAB report for the preceding calendar year as required pursuant to 40 C.F.R. § 61.357(d)(2).



20. LRC shall account for and include in the annual TAB Report all slop oil recovered from its oil-water separators or sewer system until recycled or put into a feed tank in accordance with 40 C.F.R. § 61.342(a).

21. Appendix D to this Consent Decree includes all IDSs that come within the definition of either BWON Equipment or QQQ Equipment as of the Date of Lodging. If any of the capital projects described in Section V (Compliance Requirements) or other process changes result in an IDS listed in Appendix D no longer being subject to BWON, those IDSs shall be subject to NSPS QQQ. All IDSs that become operational after the Effective Date that come within the definition of BWON Equipment shall be subject to NSPS QQQ as well.

22. All IDSs, oil-water separators, and aggregate facilities subject to NSPS QQQ and not BWON shall be identified and labeled as subject to NSPS QQQ and not BWON in Appendix D. LRC shall comply with all applicable provisions of NSPS QQQ for these IDSs, oil-water separators, and aggregate facilities and any new IDSs, oil-water separators, and aggregate facilities that come within NSPS QQQ applicability and not BWON applicability after the Effective Date.

**B. Facility Compliance Status**

23. Management of Change (“MOC”). For each MOC process or analysis, LRC shall evaluate each piece of BWON Equipment or QQQ Equipment removed from the refinery and each such piece of equipment added to the refinery to determine if it is or was subject to the BWON or QQQ regulations, and to ensure that each piece of BWON Equipment or QQQ Equipment is removed or added, as applicable, to the initial or ongoing monitoring program set forth herein and the annual TAB report. Any changes shall be reflected in LRC’s facility-wide BWON and QQQ program documents.

24. LRC shall review and make necessary updates to its facility-wide BWON and QQQ Program Document at least once annually by December 31, beginning January 1, 2025.

**C. Waste Stream Inventory**

25. Annual Program. LRC shall continue to implement an annual program of reviewing process information for the Lima Refinery, including, but not limited to, construction projects, to ensure that all new benzene waste streams are included in its waste stream inventory and the annual TAB report required by the BWON regulations, and to ensure that all new Waste Management Units are properly accounted for and managed in accordance with BWON. LRC shall designate each new waste stream identified pursuant to this Paragraph in its annual TAB report and determine whether it will be controlled for benzene emissions.

26. Release Evaluation. At least once per calendar year, LRC shall review all records of spills and releases at the Lima Refinery to determine if any benzene was present in the waste stream generated. LRC shall:

- a. Include the benzene waste generated by the spill or release in the facility's TAB; and
- b. Account for such benzene wastes in its annual TAB waste calculation and report, and its impact on the 6 Mg compliance limit.

27. Groundwater Conveyance Systems. LRC shall manage all groundwater conveyance systems located at the Lima Refinery in accordance with, and to the extent required by, 40 C.F.R. § 61.342(a).

**D. Initial Monitoring Requirements**

28. By no later than January 1, 2025, LRC shall initiate the following monitoring of BWON Equipment and QQQ Equipment and conduct the monitoring for a period of no less than

12 consecutive months. Vacuum trucks and mobile waste containers are exempt from Subparagraphs 28.a through 28.d. LRC shall properly characterize DTM and inaccessible equipment in accordance with the terms of this Decree.

a. Quarterly Method 21 Monitoring. Except for Internal Floating Roof Tanks, LRC shall conduct quarterly monitoring, in accordance with 40 C.F.R. Part 60, Appendix A-7, Method 21 (“Method 21”) of BWON Equipment and QQQ Equipment using a Flame Ionization Detector (“FID”) attached to a datalogger, or equivalent equipment, which directly electronically records the Screening Value detected, the date and time that each Screening Value is taken, and the identification numbers of the monitoring equipment and technician. Notwithstanding the foregoing, LRC may use paper logs where necessary (e.g., small rounds, re-monitoring, or when data loggers are not available). Any manual recorded monitoring data shall be transferred to the electronic database within seven Days of monitoring.

- i. LRC is not required to conduct Method 21 monitoring of Inaccessible Equipment pursuant to Subparagraph 28.a unless otherwise required by other federal, state, or local standards;
- ii. If LRC encounters a hazard that prevents a quarterly monitoring event, it may skip such monitoring event, limited to the quarter during which the hazard occurred and must resume monitoring the following quarter;
- iii. Notwithstanding the quarterly requirements in Subparagraph 28.a, LRC is required to conduct annual Method 21 monitoring of NDE Equipment, as required by 40 C.F.R. §§ 61.343–61.347, for DTM Equipment;

- iv. LRC shall conduct Method 21 monitoring of connectors quarterly;  
and
- v. LRC shall conduct repairs in accordance with the requirements of  
Subsection J (Repairs).

b. Semi-annual Optical Gas Imaging (“OGI”) Monitoring. LRC shall conduct semi-annual OGI monitoring of BWON Equipment and QQQ Equipment (including Internal Floating Roof Tanks) and save a recording of each OGI-imaged emission observation.

- i. LRC shall contemporaneously document any OGI-imaged emission observation;
- ii. For Internal Floating Roof Tanks, LRC shall conduct OGI monitoring of the breather vents on the side of the tank and all deck fittings on the fixed roof of the tank;
- iii. LRC shall conduct confirmatory Method 21 monitoring only on NDE Equipment within one day of each OGI-imaged emission observation except for Internal Floating Roof Tanks, DTM Equipment, or Inaccessible Equipment;
- iv. For each OGI-imaged emission observation where a hazard exists that prevents Method 21 monitoring, LRC is not obligated to perform confirmatory Method 21, but shall complete repairs in accordance with the requirements of Subsection J (Repairs); and
- v. LRC shall conduct repairs in accordance with the requirements of Subsection J (Repairs).

c. Quarterly Visual Inspections. LRC shall conduct quarterly visual inspections of all BWON Equipment and QQQ Equipment (excluding Internal Floating Roof Tanks) to monitor for visual observations, or conditions that would reduce the effectiveness of any controls, such as cracking in caulk or epoxy or liquid material visible on any interface where any detectable emissions could occur.

- i. LRC shall contemporaneously document each visual inspection observation;
- ii. For each documented visual inspection observation, except for Internal Floating Roof Tanks, DTM Equipment, or Inaccessible Equipment, LRC shall conduct Method 21 monitoring within one day of the visual to confirm whether the observation is a source of detectable emissions unless a repair has already been completed;
- iii. LRC shall visually observe the flow indicators or the indicators on tight shutoff valves on process sewers for indications of flow on a weekly basis; and
- iv. LRC shall conduct repairs in accordance with the requirements of Subsection J (Repairs).

d. Method 21 and visual inspections may be completed independently or concurrently. OGI inspections shall not be conducted concurrently with Method 21 and visual inspections. Each inspection type must be documented.

**E. Ongoing Monitoring Requirements**

29. Monitoring Requirements Until Benzene Flash Column Capital Project is Operational. Upon completion of the 12-month initial monitoring period required in Paragraph 28, LRC shall perform the following monitoring of BWON Equipment and QQQ Equipment, and conduct repairs as required, until the benzene flash column is operational pursuant to Paragraph 47. Thereafter, monitoring of only NDE Equipment will be required as set forth in Paragraph 30.

a. Quarterly Method 21 Monitoring. Except for Internal Floating Roof Tanks, LRC shall conduct quarterly Method 21 monitoring of BWON Equipment and QQQ Equipment using an FID attached to a datalogger, or equivalent equipment, which directly electronically records the Screening Value detected, the date and time that each Screening Value is taken, and the identification numbers of the monitoring equipment and technician. Notwithstanding the foregoing, LRC may use paper logs where necessary (e.g., small rounds, re-monitoring, or when data loggers are not available). Any manual recorded monitoring data shall be transferred to the electronic database within seven Days of monitoring.

- i. LRC is not required to conduct Method 21 monitoring of Inaccessible Equipment pursuant to Subparagraph 29.a unless otherwise required by other federal, state, or local standards;
- ii. If LRC encounters a hazard that prevents a quarterly monitoring event, it may skip such monitoring event, limited to the quarter during which the hazard occurred and must resume monitoring the following quarter;
- iii. Notwithstanding the requirements in Subparagraph 29.a, LRC is

- required to conduct annual Method 21 testing of NDE Equipment,  
as required by 40 C.F.R. §§ 61.343–61.347, for DTM Equipment;
- iv. Except for NDE Equipment, LRC is not required to conduct  
Method 21 monitoring of connectors quarterly;
- v. LRC shall conduct Method 21 monitoring of connectors annually;  
and
- vi. LRC shall conduct repairs in accordance with the requirements of  
Subsection J (Repairs).

b. Semi-Annual OGI Monitoring. LRC shall conduct semi-annual OGI  
monitoring of BWON Equipment and QQQ Equipment (including Internal Floating Roof Tanks)  
and save a recording of each OGI-imaged emission observation.

- i. LRC shall contemporaneously document any OGI-imaged  
emission observation;
- ii. For Internal Floating Roof Tanks, LRC shall conduct OGI  
monitoring of the breather vents on the side of the tank and all  
deck fittings on the fixed roof of the tank;
- iii. LRC shall conduct confirmatory Method 21 monitoring only on  
NDE Equipment within one day of each OGI-imaged emission  
observation except for Internal Floating Roof Tanks, DTM  
Equipment, or Inaccessible Equipment;
- iv. For each OGI-imaged emission observation where a hazard exists  
that prevents Method 21 monitoring, LRC is not obligated to  
perform confirmatory Method 21, but shall complete repairs in

accordance with the requirements of Subsection J (Repairs); and

- v. LRC shall conduct repairs in accordance with the requirements of Subsection J (Repairs).

c. Quarterly Visual Inspections. LRC shall conduct a visual inspection of all BWON Equipment and QQQ Equipment (excluding Internal Floating Roof Tanks) to monitor visual observations, and for conditions that would reduce the effectiveness of any controls, such as cracking in caulk or epoxy or visible liquid material on any interface where any detectable emissions could occur.

- i. LRC shall contemporaneously document any visual inspection observation;
- ii. For each visual inspection observation, except Internal Floating Roof Tanks, DTM Equipment, or Inaccessible Equipment, LRC shall conduct Method 21 monitoring within one day of the visual observation;
- iii. LRC shall visually observe the flow indicators or the indicators on tight shutoff valves on process sewers for indications of flow on a weekly basis; and
- iv. LRC shall conduct repairs in accordance with the requirements of Subsection J (Repairs).

d. LRC shall conduct the monitoring required in Subparagraphs 29.a and 29.b such that quarterly Method 21 and semi-annual OGI monitoring events in each process unit do not occur within the same calendar month and there is a period of at least three weeks between each monitoring event. Each inspection type must be documented.



30. Monitoring Requirements After Benzene Flash Column Capital Project is Operational. After the benzene flash column capital is operational pursuant to Paragraph 47, LRC shall continue to perform monitoring as set forth in Paragraph 29, except that the monitoring requirements will only apply to NDE Equipment. The monitoring required by this Paragraph shall continue until the termination of this Consent Decree.

31. Equipment Out of Service. For equipment subject to the quarterly monitoring requirements of Paragraphs 28 and 29 that is out of service, if the out of service date occurs in the first calendar month of the quarter, the visual and Method 21 requirements do not apply for the partial quarter preceding the out of service date. If the out of service or date occurs in the second calendar month within the quarter, either a visual or Method 21 inspection is required for the partial quarter preceding the out of service date. If the out of service date occurs in the third calendar month within the quarter, two of the three inspections (visual or Method 21) are required for the partial quarter preceding the out of service date.

32. Equipment Returning to Service. For equipment subject to the monitoring requirements of Paragraphs 28 and 29 that returns to service, if greater than two weeks remains in a calendar quarter, Method 21 and visual inspections are required. If less than one week remains in a calendar quarter, visual inspections are required.

**F. New BWON Equipment and QQQ Equipment Monitoring**

33. By no later than 30 Days following the in-service date of any new BWON Equipment or QQQ Equipment at the Lima Refinery, LRC shall include the newly installed equipment in the monitoring program as set forth in either Paragraph 28 (Initial Monitoring Requirements) or Paragraphs 29–30 (Ongoing Monitoring Requirements), as applicable.

**G. BWON and QQQ NDE Engineering Assessment**

34. Prior to installing new or modified NDE Equipment, LRC shall complete an NDE Engineering Assessment as set forth below:

- a. The NDE Engineering Assessment shall evaluate and document the following elements of each piece of NDE Equipment:
  - i. The engineering design basis for the equipment and its associated controls, including an assessment of the specific components of each piece of equipment;
  - ii. The operational design specifications of the equipment;
  - iii. Existing and newly developed repair methodologies to be used in maintaining the engineering and the operational design of each piece of equipment; and
  - iv. Preventative maintenance necessary to maintain the NDE status of equipment and its associated controls, including frequency of monitoring and measures to be implemented.
- b. LRC shall timely conduct all preventative maintenance as set forth by each NDE Engineering Assessment.
- c. LRC may retain a qualified third-party firm or use LRC personnel to perform the required NDE Engineering Assessment pursuant to Paragraph 34.a.
- d. LRC shall provide a copy of each NDE Engineering Assessment to EPA within 30 Days of completion. The NDE Engineering Assessment must be reviewed and approved by both a qualified engineer and the LRC Environmental Manager at the Lima Refinery.

- e. EPA may provide comments to LRC on the NDE Engineering Assessment.
- f. LRC shall address any comments provided by EPA by no later than 90 Days of receipt of EPA's comments. If LRC requires additional time to respond, LRC may request an extension from EPA in writing.
- g. LRC shall maintain each NDE Engineering Assessment for the life of the NDE Equipment and store each NDE Engineering Assessment within LRC's electronic document retention system.

35. LRC shall not operate any new or modified NDE Equipment before completion of an NDE Engineering Assessment that concludes the NDE Equipment meets NDE.

**H. Low-Emission or Leak-Free Design Components**

36. By no later than 90 Days of the Effective Date, LRC shall install and use low-emission components or leak-free design components on NDE Equipment where emissions are detected above the NDE standard set forth in BWON.

a. For all valves subject to BWON, LRC shall repack or replace valves with detectable emissions of 500 ppm or greater above background with Low-E Packing or Low-E Valves unless the Low-E Valves or Low-E Packing are not commercially available based on an analysis conducted pursuant to Appendix A.

b. LRC shall undertake the valve replacement or repacking by no later than 30 Days after the monitoring event that triggers the replacement or repacking requirement unless the replacement or repacking requires a process unit shutdown. If the replacement or repacking requires a process unit shutdown, LRC shall undertake the replacement or repacking during the Maintenance Shutdown that immediately follows the monitoring event that triggers the

requirement to replace or repack the valve.

c. Emissions at or above 500 ppm detected during the first month after installation of the Low-E Valve or a valve using Low-E Packing will not invalidate the “Low-E” status or use of that type of valve or packing technology and will not compel the replacement of other non-leaking Low-E valves or Low-E packing technology of the same type installed on other valves. LRC shall comply with the requirements of this Consent Decree, including its repair, replacement, and reporting requirements, if emissions at or above 500 ppm are detected after the first month following the installation of the Low-E Valve or a valve using Low-E Packing.

d. Beginning on January 1, 2025, LRC shall annually determine whether improved and commercially available low leak technologies or repair methods are available.

**I. Root Cause Analysis**

37. Within 90 Days of the Effective Date and continuing until termination, LRC shall conduct a root cause analysis for every piece of NDE Equipment where detectable emissions above an NDE standard have occurred twice at the same emission interface within 72 months of the Effective Date.

a. LRC need not perform a root cause analysis if LRC finds one occurrence of detectable emissions above NDE on two distinct emission interface types on the same piece of NDE Equipment.

b. LRC must commence each root cause analysis by no later than 10 Days after the second occurrence of detectable emissions above the NDE standard.

c. Nothing in this paragraph amends LRC’s obligation to complete repair attempts as required in Subsection J (Repairs) of this Consent Decree.

d. For each root cause analysis, LRC must evaluate the relevant engineering document(s) developed and approved pursuant to Paragraph 34, including an evaluation of whether improved and commercially available low leak repair methods or repair technologies are suitable for use to reduce the occurrence of detectable emissions above NDE from the relevant emission interface;

e. LRC shall identify the root cause(s) and corrective actions (“Root Cause Analysis CAP”) to prevent detectable emissions above NDE from recurring and to prevent the reoccurrence of the same type of detectable emissions, as expeditiously as practicable, but no later than 55 Days after the second occurrence of detectable emissions above the NDE standard;

f. LRC shall implement the necessary corrective actions as expeditiously as practicable, but no later than 45 Days from identifying the root cause(s) in the Root Cause Analysis CAP. Except as specified in Paragraph 40, if any corrective action is not completed or is not expected to be completed within 45 Days from identification of the root cause(s) in the Root Cause Analysis CAP, LRC shall submit to EPA an NDE Corrective Action Plan (“NDE CAP”) that explains the delay, together with a proposed schedule for completion of the action(s) as expeditiously as practicable. If LRC anticipates its schedule will extend more than 90 Days from identifying the root cause(s), LRC shall seek approval of its schedule from EPA in writing.

g. A dispute arising with respect to any aspect of an NDE CAP shall be resolved in accordance with the dispute resolution provisions of this Consent Decree, Section IX (Dispute Resolution).

h. Within 45 Days of completing the root-cause analysis and corrective action identified above, LRC must update and maintain in its electronic document retention system the relevant engineering document(s) with any corrective action(s) taken to prevent the

reoccurrence of the same type of detectable emissions.

i. Nothing in this Subsection is intended to relieve LRC from its obligations under BWON to record and report corrective actions required pursuant to 40 C.F.R. §§ 61.356 and 61.357.

**J. Repairs**

38. By no later than the Effective Date and continuing until termination, LRC shall perform a repair of BWON Equipment and QQQ Equipment in accordance with the following provisions.

- a. LRC shall perform a repair in the following situations:
  - i. A Method 21 reading exceeding one of the following thresholds:
    - a. NDE Equipment: 500 ppm above background;
    - b. Non-NDE valves, conservation vents, and all other non-NDE Equipment: 500 ppm above background;
    - c. Non-NDE pumps: 2,000 ppm above background; or
  - ii. An OGI-imaged emission observation; or
  - iii. A visual inspection observation.

b. First Attempt at Repair. LRC shall make a first repair attempt at fixed roof tanks within 15 Days of any situation in Subparagraph 38.a.

39. LRC shall make a first repair attempt at all other BWON Equipment and QQQ Equipment (except for Internal Floating Roof Tanks) within five Days of any situation in Subparagraph 38.a.

a. If LRC determines that a first attempt at repair will cause damage to the BWON Equipment or the QQQ Equipment or poses a hazard to repair personnel and is therefore

unable to make a first attempt at repair, LRC shall document this determination as follows:

- i. LRC shall document why a repair cannot be completed and the harm, including hazards, that will be caused by using any repair technique;
- ii. LRC shall require concurrence in this determination by LRC's Environmental Manager located at the Lima Refinery.

b. For Internal Floating Roof Tanks, if an OGI-imaged emissions observation indicates emissions from seals, fittings, or welds of any Internal Floating Roof Tank, LRC shall inspect and, if necessary, repair an OGI-imaged emission observation within 45 Days of the OGI-imaged observation of emissions unless a federal, state, or local regulation requires the repair to be completed sooner.

c. Completion of Repair. LRC shall complete a repair of fixed roof tanks within 30 Days of any situation in Subparagraph 38.a, LRC shall complete a repair of all other BWON Equipment and QQQ Equipment within 15 Days of any situation in Subparagraph 38.a. Repairs of Internal Floating Roof Tanks shall be completed as set forth in Subparagraph 39.b above. For each repair other than Internal Floating Roof Tanks, LRC shall conduct Method 21 verification within two Days after the repair is completed.

40. Repair Delays. LRC may delay certain repairs only as follows:

a. Except for valves, LRC may delay a required repair if it determines delay of repair ("DOR") is needed after repairs have been attempted.

b. LRC shall use drill-and-tap on valves (other than control valves) that are not able to be repaired using other repair attempts before placing such components on DOR pursuant to 40 C.F.R. § 61.350, unless drill-and-tap would cause a safety, mechanical, product

quality, or environmental issue, in which case LRC shall document the reason(s) why drill-and-tap was not attempted prior to placing the component on the DOR list.

c. LRC may place only one of each of its two DNFs, three APIs, two IGFUs, or two CPIs on DOR at a time. The DNF, API, IGFU or CPI placed on DOR shall be on DOR for a period of not more than 30 Days. LRC shall document the decision to place a DNF, API, IGFU, or CPI on DOR and, at a minimum, LRC must use existing repair methods that include bolt tightening, drill-and-tap, and/or caulk repairs, as appropriate.

d. LRC's Environmental Manager located at the Lima Refinery must approve the placement of any piece of BWON Equipment or QQQ Equipment on DOR before it is so designated. LRC shall monitor components on DOR monthly using Method 21 while the unit is operating under DOR, and then continue monitoring in accordance with Paragraph 28 (Initial Monitoring Requirements) or Paragraphs 29–30 (Ongoing Monitoring Requirements), as applicable following completion of repair.

**K. VOC Connector Monitoring and Repair**

41. Initial VOC Connector Monitoring. By no later than January 1, 2027, LRC shall use Method 21 to monitor all accessible light liquid and gas vapor connectors in the NSPS GGGa process units listed in Appendix B for leaks.

42. LRC is not required to use Method 21 to monitor UTM connectors or inaccessible connectors, as defined in 40 C.F.R. § 60.482-11b(e) and (f), unless required by other federal, state, or local standards.

43. LRC shall hang a leak identification tag on any connector with a leak detected at 500 ppm or above.



44. VOC Connector Repair. For any connector with a detected leak at or above 500 ppm, LRC shall take the following actions:

a. Conduct a first attempt at repair within five Days of discovery of the leak;

b. Complete the final repair within 15 Days of discovery of the leak unless a repair requires a process unit shutdown, in which case LRC shall:

- i. Obtain approval from the Refinery Manager, an operations manager, or an area superintendent located at the Lima Refinery to place the connector on DOR;
- ii. Place the connector on DOR; and
- iii. Complete the final repair as soon as possible, but by no later than the next process unit shutdown.

45. Ongoing VOC Connector Monitoring. Following the initial connector monitoring required by Paragraph 41, LRC shall within 24 months of the initial monitoring, use Method 21 to monitor all accessible connectors in the NSPS GGGa process units listed in Appendix B for leaks. Following the second connector monitoring event, LRC shall within 24 months, use OGI to monitor all accessible connectors in the NSPS GGGa process units listed in Appendix B for leaks. The monitoring and repairs shall be conducted in accordance with the requirements of Paragraphs 42 through 44.

**L. Hazardous Air Pollutant Monitoring System (“HMS”)**

46. LRC shall implement the installation, operation, and maintenance of a speciated HMS at agreed upon locations in accordance with the criteria, terms, and procedures set forth in Appendix C.

**M. Benzene Emission Reduction Activities and Capital Projects**

47. Capital Projects

a. Benzene Flash Column. By no later than June 30, 2028, any desalter effluent stream(s) and either the oil movements and storage (OM&S) stream or any stream determined pursuant to Subparagraph 47.b. of equivalent benzene quantity, shall be Routed to and controlled by a benzene flash column and associated equipment. The benzene flash column shall be operated as follows:

- i. Any desalter effluent stream(s) shall be Routed to the benzene flash column except during flash column downtime that may not exceed 88 hours calculated on a 365-day rolling average.
- ii. Flash column design must include an option selected pursuant to Subparagraph 47.c.
- iii. Except for downtime periods not to exceed 88 hours, the benzene flash column must operate with an effluent limit of a flow-weighted average benzene concentration of no more than 2.0 ppmw on a weekly average for the initial three months of operation, and thereafter on a 12-month rolling average.
- iv. LRC shall monitor and record the benzene effluent concentration in Subparagraph 47.a.ii by sampling effluent from the outlet of the benzene flash column in accordance with the procedures, but not the sampling frequency, set forth in 40 C.F.R. § 61.355(c)(3) by no later than June 30, 2028.
- v. If LRC reaches capacity at the surge tank fed by the OM&S (or

equivalent stream(s)) that is Routed to the benzene flash column while the benzene flash column is not operating, LRC shall:

- a. Reduce or cease tank water draws to prevent exceeding capacity at the surge tank; and
  - b. Route the OM&S or equivalent stream(s) to the CPIs to maintain compliance.
- vi. LRC shall ensure off-gas from the benzene flash column is continuously Routed to a control device or fuel gas system in accordance with 40 C.F.R. Part 61, Subpart FF.
- vii. The benzene flash column shall be monitored continuously in accordance with 40 C.F.R. § 61.354(a)(2), and on an hourly basis. LRC shall identify the parameters to be monitored in the pre-startup engineering design evaluation specified in Subparagraph 47.a.ix.
- viii. Each of the parameters specified in Paragraph 47.a.ix shall be continuously recorded and maintained at the minimum or maximum required levels.
- ix. By no later than December 31, 2027, LRC shall submit a pre-startup engineering design evaluation for the benzene flash column that sets the parametric monitoring values to be recorded and maintained as set forth in Subparagraph 47.a.vii.
- x. LRC shall inform EPA of any parametric monitoring value changes in the semi-annual reports required by this Consent Decree.

b. LRC may Route additional streams to the flash column provided it provides written notice to EPA upon identification of such stream and LRC demonstrates such Routing will maintain the requirements of Subparagraph 47.a.

c. By December 31, 2025, LRC shall select one of the three oil/solids removal options to implement by June 30, 2028:

- i. Design pretreatment into the flash column (e.g., cone bottom, oil skim nozzle);
- ii. Install a Subpart FF compliant Waste Management Unit between the desalter and flash column (e.g., oil-water separator); or
- iii. Install a second flash column.

d. Any waste streams resulting from the leaks, valve leak-by, maintenance waste, and sampling associated with the waste streams in Subparagraph 47.a are not required to be Routed to the benzene flash column and shall be managed in accordance with BWON.

48. Induced Gas Flotation Units (“IGFUs”). LRC shall comply with the following requirements for its IGFUs.

a. By no later than June 30, 2028, LRC shall:

- i. Cease operation of its existing East and West IGFUs; or
- ii. Install and operate new pressure vessel-designed IGFUs.

b. LRC shall account for waste generated from decommissioning its existing IGFUs in accordance with Section A.

49. Collection Lift Station (“CLS”). By no later than October 31, 2028, LRC shall upgrade its existing CLS as set forth below. LRC shall:

- a. Redesign the CLS pumps to be able to perform maintenance without

opening the sump to atmosphere;

b. Redesign the CLS to eliminate sewer back-up and upstream overflow to the uncontrolled sewer; and

c. Redesign the CLS to allow for pump maintenance without interrupting operation.

50. Equalization Tank (“E-Tank”).

a. By no later than June 30, 2029, LRC shall either cease operation of or implement the following design changes to its existing E-Tank:

- i. New pressure safety valves with tight over-pressure control;
- ii. A new vent header routed to a control device or fuel gas system in accordance with 40 C.F.R. Part 61, Subpart FF; and
- iii. Upgraded valves and gaskets with Low-E Packing.

b. Prior to June 30, 2028, LRC may cease operation of the E-Tank for unplanned maintenance for a period not to exceed 45 Days in a calendar year. During the unplanned maintenance, LRC must demonstrate that inlets to EBU comply with 40 C.F.R. § 61.355(k).

c. After the flash column is installed, if E-Tank is offline or ceases operation, LRC shall either ensure a uniform stream enters the EBU (mixing zone) or complete two engineering studies prior to removal from service as follows:

- i. Flash column operational: feasibility of multiple inlets to EBU; and
- ii. Flash column not operational: demonstration that inlets to EBU comply with 40 C.F.R. § 61.355(k).

d. If LRC ceases operation of the E-Tank, it shall conduct performance testing of microorganisms in EBU for organic removal efficiency that meets the requirements of 40 C.F.R. § 61.348(b)(ii)(B).

51. Vapor and Flare Gas Recovery System (“FGRS”) Upgrades. LRC shall comply with the following requirements for its FGRS:

a. By no later than November 30, 2027, LRC shall complete a FGRS evaluation (“FGRS Evaluation”) to determine if enough capacity is available for the capital projects and upgrades required by this Section. The FGRS Evaluation shall be submitted to EPA by no later than December 30, 2027.

b. If the FGRS Evaluation determines that not enough capacity is available for the capital projects and upgrades required by this Section, LRC shall install and operate equipment that will increase the FGRS capacity to a sufficient amount for the capital projects and upgrades by no later than October 31, 2028.

c. The results of the FGRS Evaluation notwithstanding, by no later than October 31, 2028, LRC shall install and operate the following equipment:

- i. A redundant blower for the NESHAP system;
- ii. West LIU and Off-Spec blowers; and
- iii. A new vapor header from the West LIU & Off-Spec blowers.

52. Vent Replacement Program. LRC shall:

a. Replace emergency vents on the West CPI and Tank 72 with a vent designed to operate in compliance with the NDE standard by June 30, 2025; and

b. Replace pressure-vacuum vents on the APIs and DNFs with tight shutoff valves by March 31, 2026.

**N. Training**

53. By no later than the Effective Date, LRC shall develop and implement a BWON Equipment and QQQ Equipment training protocol that includes inspection training as follows:

- a. LRC shall ensure that all staff and contractors conducting visual inspections of BWON Equipment or QQQ Equipment receive semi-annual training.
  - i. At least one semi-annual training each year must include a test that verifies understanding of key concepts necessary for effective visual inspections.
  - ii. At least one semi-annual training each year must include two or more different on-the-job (“OJT”) training elements. OJT training elements may include field visits, simulated physical inspections, or virtual inspections.

**O. BWON/QQQ Audits**

54. Within 12 months of the Effective Date, and no sooner than every 24 months thereafter, LRC shall conduct a third-party BWON/QQQ Audit as set forth below:

- a. LRC shall retain a third-party auditor with experience conducting refinery BWON and refinery QQQ audits to conduct the audits.
- b. The selected third-party auditor shall not be a contractor that LRC has retained since the Date of Lodging to implement the operational requirements of this Consent Decree unless LRC obtains advance written approval from EPA.
- c. Each BWON/QQQ Audit shall include, but not be limited to, reviewing compliance with BWON and QQQ, the requirements of this Consent Decree, and the following activities for BWON Equipment and QQQ Equipment up through the date of operation of the

benzene flash column, and only for NDE Equipment thereafter:

i. Calculating a Comparative Monitoring Audit Leak Percentage.

For each process unit that is audited, each type of BWON Equipment and QQQ Equipment subject to Method 21 monitoring requirements in this Consent Decree shall be monitored to calculate a leak percentage broken down by process unit and specific categories of BWON Equipment and QQQ Equipment, including above ground lines, IDSs, oil-water separators, and other Waste Management Units (the “Comparative Monitoring Audit Leak Percentage”). For the purposes of this calculation, the NESHAP Sewer System will be considered a process unit.

ii. The monitoring that takes place during the audit shall be called “comparative monitoring,” and the leak percentages derived from the comparative monitoring shall be called the “Comparative Monitoring Audit Leak Percentage.” The third-party auditor shall conduct a comparative monitoring audit pursuant to this Paragraph during each BWON/QQQ Audit.

iii. Calculating the Historic Average Leak Percentage from Prior Periodic Monitoring Events. The third-party auditor shall calculate the historic average leak percentage for each type of BWON Equipment and QQQ Equipment that is subject to the comparative monitoring third-party audits. The percentage shall be derived from the prior monitoring period completed during the



immediately preceding 24 months and shall be called the “Historic Average Leak Percentage.”

- iv. Calculating the Comparative Monitoring Leak Ratio. For each process unit that is audited, the ratio of the Comparative Monitoring Audit Leak Percentage from Subparagraph 54.c.i to the Historic Average Leak Percentage from Subparagraph 54.c.iii shall be calculated and called the “Comparative Monitoring Leak Ratio.” If the Comparative Monitoring Leak Ratio yields an infinite result, LRC shall assume one leaking piece of equipment was found in the process unit through its routine monitoring during the 24-month period before the audit, and the Comparative Monitoring Leak Ratio shall be recalculated.

d. LRC is required to complete three BWON/QQQ Audits, sequenced as set forth above, except that the third and final audit shall be conducted after all capital projects in Section M are completed and operational. LRC may undertake additional BWON/QQQ Audits at its own discretion.

55. Audit Corrective Action Plan (“Audit CAP”).

a. Requirements of the Audit CAP. By no later than 30 Days after each BWON/QQQ Audit Completion Date, LRC shall develop an Audit CAP if the results of a BWON/QQQ Audit identify any deficiencies or if the Comparative Monitoring Leak Ratio calculated pursuant to Subparagraph 54.c is 3.0 or higher. The Audit CAP shall describe the actions that LRC shall take to correct the deficiencies and/or the systemic causes of a Comparative Monitoring Leak Ratio that is 3.0 or higher. The Audit CAP shall also include a

schedule by which those actions shall be completed. LRC shall complete each corrective action as expeditiously as possible, with the goal of completing each action within 90 Days after the BWON/QQQ Audit Completion Date.

b. If any action is not completed or is not expected to be completed within 90 Days after the BWON/QQQ Audit Completion Date, LRC shall explain the reasons in a subsequent CAP (“Revised Audit CAP”) to be submitted pursuant to Subparagraph 55.c, together with a proposed schedule for completion of the action(s) as expeditiously as practicable.

c. Submission of the Audit/Revised Audit CAP to EPA. By no later than 120 Days after the BWON/QQQ Audit Completion Date, LRC shall submit the Audit CAP and the Revised Audit CAP (if necessary) to EPA, together with a certification of the completion of corrective action(s) set forth in the Audit CAP. LRC shall provide the status of any ongoing CAPs in the semi-annual reports required by this Consent Decree.

d. CAP Review.

- i. The CAPs shall be deemed presumptively approved unless EPA disapproves all or part of the CAPs’ proposed actions and/or implementing schedules within 60 Days of receipt. EPA shall not unreasonably withhold its consent, and any disapproval shall be explained in writing.
- ii. Each item that is not specifically disapproved shall be deemed approved. Except for good cause, EPA may not disapprove any action within the CAP that already has been completed.
- iii. Within 45 Days of receipt of any disapproval from EPA, LRC shall submit an amended CAP that addresses the deficiencies that EPA

identified. LRC shall implement the amended CAP either pursuant to the schedule that EPA proposed or, if EPA did not so specify, as expeditiously as practicable.

- iv. A dispute arising with respect to any aspect of a CAP shall be resolved in accordance with the dispute resolution provisions of this Consent Decree, Section IX (Dispute Resolution).

**P. Incorporation of Consent Decree Requirements into Federally Enforceable Permit**

56. LRC shall incorporate each of the following Subsections into a Title I federally enforceable permit or SIP revision for all emission controls and limits prior to submitting any request to terminate this Consent Decree:

- a. Subsection A (maintain 6 BQ and QQQ applicability)
- b. Subsection E (Ongoing Monitoring for NDE Equipment)
- c. Subsection G (NDE Engineering Assessments for BWON Equipment and QQQ Equipment installed in the future)
- d. Subsection J (Repairs for Ongoing Monitoring of NDE Equipment)
- e. Subsection L, Appendix C, Paragraph 1 (Lima Refinery Air Monitoring)
- f. Subsection M (Capital Projects)

**Q. BWON/QQQ Program Recordkeeping**

57. LRC shall retain all records required to be maintained in accordance with this Consent Decree for a period of five years or until termination, whichever is longer, unless applicable regulations require the records to be maintained longer.

58. By no later than 365 Days following the Effective Date, LRC shall maintain records as follows:

a. BWON/QQQ inspection results collected pursuant to Paragraphs 28 through 33 shall be stored in a centralized database system such as LeakDAS or an analogous database system; and

b. BWON/QQQ program data shall be stored in a centralized system such as a spreadsheet workbook or a database. At a minimum, this includes all data necessary to generate the annual TAB report and a comprehensive list of controlled Waste Management Units.

59. Nothing in Paragraphs 57 and 58 shall relieve LRC of the obligation to comply with Section X (Information Collection and Retention).

**R. End of Line (“EOL”) Benzene Sampling**

60. LRC shall conduct quarterly EOL benzene determinations as follows:

a. If no changes will be made to the sampling locations or methods for flow calculations currently used in the quarterly and annual benzene determinations for the Lima Refinery, LRC shall comply with and continue sampling in accordance with the Lima Refinery’s existing EOL Sampling Plan;

b. LRC shall sample all uncontrolled waste streams that count toward the 6 Mg compliance limit and contain greater than 0.05 Mg/yr of benzene on an annual basis; and

c. If LRC concludes that changes in processes, operations, or other factors at the Lima Refinery render the EOL Sampling Plan to no longer provide a representative basis for estimating the Lima Refinery’s annual or quarterly EOL benzene quantity, then by no later than 90 Days after LRC makes this determination, LRC shall submit a revised EOL Sampling Plan for EPA review. LRC shall comply with and commence sampling under the revised EOL Sampling Plan by no later than the first full Calendar Quarter following submittal of the plan to EPA,

regardless of whether the plan has been approved at that time.

**S. Miscellaneous Measures**

61. By no later than the Effective Date, LRC shall identify/mark all area drains that are segregated stormwater drains.

**VI. REPORTING AND RECORDKEEPING**

62. Semi-Annual Compliance Status Reports. LRC shall submit to EPA a semi-annual report in accordance with the schedule in Paragraph 64 that contains the information specified below. The Parties may revise the requirements of this Paragraph by mutual agreement of LRC and EPA in writing, and that revision shall not require a modification of this Consent Decree:

- a. A table with the status update for each compliance requirement in Section V (Compliance Requirements);
- b. A summary by equipment type of components omitted from MOCs, if any, and dates of duration missed pursuant to Paragraph 23. If the component existed prior to the Effective Date, indicate this in the summary;
- c. Annual updates to the BWON and QQQ Program Document required pursuant to Paragraph 24;
- d. A summary of each waste stream inventory change completed annually pursuant to Paragraph 25;
- e. A copy of the annual TAB report if it must be submitted to EPA during the semi-annual reporting period;
- f. In only the first two semi-annual reports, a summary of the initial monitoring broken down by equipment type and each finding by detection method (i.e., Method

21, OGI, or visual) pursuant to Paragraph 28;

g. In all reports after the first two semi-annual reports, a summary of ongoing monitoring broken down by equipment type and each finding by detection method (i.e., Method 21, OGI, or visual) pursuant to Paragraph 29;

h. Start and end dates for equipment that is out of service pursuant to Paragraph 31;

i. Identification of each new piece of BWON Equipment and QQQ Equipment at the Lima Refinery pursuant to Paragraph 33;

j. The NDE Engineering Assessment for each new piece of BWON Equipment and QQQ Equipment, including a timeline of the assessment, pursuant to Paragraph 34;

k. A summary of the installation of low-emission components or leak-free design components (valves and non-valves), and the evaluation of commercially available low-leak repair methods or repair technologies pursuant to Paragraph 36;

l. Each root cause analysis, root cause analysis CAP, and NDE CAP prepared pursuant to Paragraph 37, including a status report on any CAPs that have received or requested an extension;

m. A summary of equipment repairs, including the timing and methodology of each repair, documentation of any first attempt at repair that was not made because it would cause damage to BWON or QQQ Equipment, and documentation of concurrence in this determination by LRC's Environmental Manager located at the Lima Refinery, pursuant to Paragraphs 38 and 39;

n. A list of any equipment placed on DOR, the amount of time the equipment

has been on DOR, the approval of the Environmental Manager located at the Lima Refinery and its underlying documentation;

o. A summary of VOC connector monitoring, including repair timing, and a list of connectors placed on DOR pursuant to Paragraphs 41–45;

p. As applicable, a status report on the development of each capital project, including projected timelines and anticipated delays, including information addressing any parametric value changes, pursuant to Subparagraph 47.a.x;

q. A summary of all training completed for the reporting period, including any personnel who did not receive timely training, pursuant to Paragraph 53;

r. A status report on incorporating each element into a Title I federally enforceable permit or SIP revision for all emission controls and limits pursuant to Paragraph 56;

s. A summary of the EOL quarterly sampling results pursuant to Paragraph 60;

t. A summary of emissions data collected from each HAP monitoring station listed in Appendix C, Subparagraphs 2.a and 3.a, including any monitoring not completed and specifying the monitoring station(s) and an explanation for the incomplete monitoring; and

u. Identification of any new IDS(s) that were not originally included in Appendix D and that come within the definition of BWON Equipment; and

63. Emissions Data. In the semi-annual reports required by this Consent Decree due on February 28 of each year, LRC shall provide a summary of annual emission data from the prior year that includes a list of all detectable emissions above the leak thresholds in Subparagraph 38.a. and a determination of the benzene emissions from detectable emissions above the leak thresholds from types of BWON Equipment. LRC shall include the detailed

calculations and any assumptions underlying the determination of the calculated benzene emissions. Calculated benzene emissions shall be included in the 6 BQ compliance option calculation as uncontrolled benzene.

64. Due Dates. The first semi-annual compliance status report shall be due two months after the first full half-year after the Effective Date of this Consent Decree (i.e., either: (i) February 28 of the year after the Effective Date, if the Effective Date is between January 1 and June 30 of the preceding year; or (ii) August 30 of the year after the Effective Date, if the Effective Date is between July 1 and December 31). The initial report shall cover the period between the Effective Date and the first full half-year after the Effective Date (a “half-year” runs between January 1 and June 30 and between July 1 and December 31). Until termination of this Decree, each subsequent report will be due on February 28 and August 30 and shall cover the prior half-year (i.e., January 1 to June 30 or July 1 to December 31).

65. Each report submitted by LRC under this Section shall be signed by an official of the submitting party and include the following certification:

I certify under penalty of perjury that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than 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.

66. This certification requirement does not apply to emergency or similar notifications where compliance would be impractical.



67. The reporting requirements of this Consent Decree do not relieve LRC of any reporting obligations required by the CAA or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

68. Any information provided pursuant to this Consent Decree may be used by the United States in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

## **VII. STIPULATED PENALTIES**

69. A violation of this Consent Decree includes failing to perform any obligation required by the terms of this Decree, including any work plan or schedule approved under this Decree, according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree. LRC shall be liable for stipulated penalties to the United States for violations of this Consent Decree as specified below, unless excused under Section VIII (Force Majeure).

70. Late Payment of Civil Penalty. If LRC fails to pay the civil penalty required to be paid under Section IV (Civil Penalty) when due, LRC shall pay a stipulated penalty of \$10,000 per Day for each Day that the payment is late.

71. NDE Exceedance. LRC shall pay a stipulated penalty of \$750 per each detectable emission above the NDE standard for NDE Equipment.

Consent Decree Violation	Stipulated Penalty
a. Violation of Paragraph 16. Failure to comply with the 6 BQ Compliance Option.	\$60,000 for each 0.5 Mg (or any portion thereof) by which the 6 BQ Option uncontrolled benzene limit is exceeded.

Consent Decree Violation	Stipulated Penalty
b. Violation of Paragraph(s) 17, 20, 26, or 27. Failure to submit a complete annual TAB Report, including spills and organic waste as required.	<u>Uncontrolled Waste Stream</u> <u>Penalty per year</u> Stream <0.03 Mg/yr                      \$250 Stream $\geq$ 0.03 and <0.1 Mg/yr      \$1,000 Stream $\geq$ 0.1 and <0.5 Mg/yr      \$5,000 Stream $\geq$ 0.5 Mg/yr                      \$10,000  <u>Controlled Waste Stream</u> \$500
c. Violation of Paragraph 22. Failure to comply with the monitoring and control requirements of QQQ for each IDS, oil-water separator, and aggregate facility that is subject to QQQ under this Consent Decree.	\$20,000 per missed IDS or oil water separator per quarter; if the IDS has multiple drains or junction boxes, \$500 per drain or \$2,000 per junction box, not to exceed \$20,000 per IDS, per quarter.
d. Violation of Paragraph 23. Failure to add a piece of BWON Equipment or QQQ Equipment as required during MOC process to the initial or ongoing monitoring program, the annual TAB report, as applicable, and facility-wide BWON and QQQ program documents.	\$500 per piece of BWON Equipment or QQQ Equipment (plus the amount, if any, due as a result of missed monitoring events related to a component that should have been added to the BWON or QQQ program but was not).
e. Violation of Paragraph 23. Each failure to remove a piece of BWON Equipment or QQQ Equipment as part of the required MOC process to the initial or ongoing monitoring program, the annual TAB report, as applicable, and facility-wide BWON and QQQ program documents.	\$300 per failure per piece of BWON Equipment or QQQ Equipment.
f. Violation of Paragraph 24. Failure to timely review and update the BWON and QQQ Program Document on an annual basis as required.	<u>Period of noncompliance</u> <u>Penalty per day</u> 1–15 Days                              \$300 16–30 Days                            \$400 31 Days or more                      \$500
g. Violation of Paragraph 25. Failure to timely complete and implement each annual waste stream verification program as required.	\$10,000 per annual verification not completed or not implemented as required.

Consent Decree Violation	Stipulated Penalty
h. Violation of Paragraph(s) 28 through 33 or 40.d. Failure to conduct monitoring as required.	<p><u>For missed Method 21 monitoring:</u> \$500 per piece of BWON Equipment or QQQ Equipment per missed monitoring event.</p> <p><u>For missed OGI monitoring:</u> \$500 per piece of BWON Equipment or QQQ Equipment per missed monitoring event.</p> <p><u>For missed visual inspections:</u> \$500 per piece of BWON Equipment or QQQ Equipment per missed monitoring event.</p>
i. Violation of Subparagraphs 28.a or 29.a. Failure to timely transfer monitoring data to an electronic database as required.	\$150 per day.
j. Violation of Subparagraphs 28.a.i, 28.a.iii, 28.c.ii, 29.a.i, 29.a.iii, or 29.c.ii. Improper characterization of BWON Equipment or QQQ Equipment as a hazard or as DTM or as Inaccessible Equipment.	\$500 per piece of BWON Equipment or QQQ Equipment.
k. Violation of Paragraph 34. Failure to complete an NDE Engineering Assessment as required for each piece of NDE Equipment prior to installing new or modified NDE Equipment.	\$75,000 per piece of NDE Equipment under this Consent Decree. A Waste Management Unit that has multiple pieces of NDE Equipment shall be considered one piece of equipment.
l. Violation of Paragraph 34. Failure to maintain records required by this paragraph.	\$20,000 per piece of NDE Equipment, per month. A Waste Management Unit that has multiple pieces of NDE Equipment shall be considered one piece of equipment.
m. Violation of Subparagraph 34.b. Failure to conduct preventative maintenance necessary to maintain NDE status of equipment for all NDE equipment as required.	\$500 per day per piece of NDE Equipment.
n. Violation of Subparagraph 34.d. Failure to submit the NDE Engineering Assessment for EPA review with approval by a qualified engineer and the LRC Environmental Manager.	\$5,000 per piece of BWON Equipment or QQQ Equipment per month. A Waste Management Unit that has multiple pieces of BWON Equipment or QQQ Equipment shall be considered one piece of equipment.
o. Violation of Subparagraph 34.f. Failure to timely address EPA comments related to the NDE Engineering Assessment as required.	\$10,000 per piece of BWON Equipment or QQQ Equipment, per month. A Waste Management Unit that has multiple pieces of BWON Equipment or QQQ Equipment shall be considered one piece of equipment.

Consent Decree Violation	Stipulated Penalty
p. Violation of Paragraph 37. Failure to timely initiate a root cause analysis as required.	\$500 per piece of BWON Equipment or QQQ Equipment, per day, not to exceed \$5,000 per piece of BWON Equipment or QQQ Equipment.
q. Violation of Subparagraph 37.f. Failure to timely complete a root cause analysis as required.	\$1,000 per piece of BWON Equipment or QQQ Equipment, per day, not to exceed \$20,000 per piece of BWON Equipment or QQQ Equipment.
r. Violation of Paragraph 35. Operation of any new or modified NDE Equipment without determining through the NDE Engineering Assessment that the new or modified NDE Equipment can comply with the NDE standard.	\$50,000 per piece of NDE Equipment, per month. A Waste Management Unit that has multiple pieces of NDE Equipment shall be considered one piece of equipment.
s. Violation of Paragraph 36. Failure to timely install low emission components or leak-free design components as required.	\$500 per day per each component, not to exceed \$15,000 per component.
t. Violation of Subparagraphs 36.a, 36.b, or Paragraph 4 of Appendix A. Failure to timely install a Low-E Valve or Low-E Packing on valves subject to BWON as required.	\$5,000 per valve.
u. Violation of Subparagraph 36.d; violation of Appendix A. Failure to complete the annual review of commercially available low-leak repair methods or repair technologies as required.	\$10,000 per event
v. Violation of Subparagraph 37.f. Failure to timely identify and implement corrective action(s) as required.	\$500 per piece of BWON Equipment or QQQ Equipment, per day, not to exceed \$50,000 per piece of BWON Equipment or QQQ Equipment.
w. Violation of Subparagraph 37.h. Failure to update and maintain relevant engineering document(s) with any corrective action(s) as required.	\$2,500 per document.

Consent Decree Violation	Stipulated Penalty		
x. Violation of Paragraphs 38 or 39. Failure to timely attempt or complete a repair (both NDE and non-NDE); failure to timely inspect, and, if necessary, repair OGI-imaged emission observations on Internal Floating Roof Tanks as required.	<u>Equipment type</u>	<u>Penalty per component per day</u>	<u>Not to exceed per component</u>
	<u>Non-NDE equipment</u>	\$300	\$45,000
	<u>Non-NDE pumps, agitators</u>	\$1,200	\$150,000
	<u>NDE equipment</u>	\$5,000	\$350,000
	<u>Non-NDE tank equipment</u>	\$2,000	\$250,000
y. Violation of Subparagraph 39.a.ii or 40.d. Failure to secure approval of the Environmental Manager located at the Lima Refinery to place a piece of BWON Equipment or QQQ Equipment on DOR.	\$500 per piece of BWON Equipment or QQQ Equipment.		
z. Violation of Paragraph 40. Improper placement of BWON Equipment or QQQ Equipment on DOR (i.e., placing a piece of BWON Equipment and QQQ Equipment on DOR even though repair is feasible by the repair deadline without a complete or partial process unit shutdown).	<u>Equipment type</u>	<u>Penalty per component per day</u>	<u>Not to exceed per component</u>
	<u>Non-NDE Equipment</u>	\$300	\$45,000
	<u>Non-NDE Pumps, agitators</u>	\$1,200	\$150,000
	<u>NDE Equipment</u>	\$5,000	\$350,000
	<u>Non-NDE Tank Equipment</u>	\$2,000	\$250,000

Consent Decree Violation	Stipulated Penalty	
aa. Violation of Subparagraph 40.b. Failure to use the drill-and-tap method or document the reason(s) why drill-and-tap was not attempted as required.	<u>Period of noncompliance</u>  Between 1–15 Days Between 16–30 Days Over 30 Days	<u>Penalty per component per day</u>  \$500 \$1,000 \$1,500 per day for each day over 30, not to exceed \$45,000
bb. Violation of Subparagraph 40.c. Failure to properly document a DOR determination; failure to use existing repair methods while the units listed in this subparagraph are on DOR as required.	\$25,000 per failure.	
cc. Violation of Subparagraph 40.c. Placing more than one DNF, two APIs, one IGFU, and one CPI on DOR; Failure to limit DOR period of any DNF, API, IFGU, or CPI to 30 days.	\$50,000 per DNF, API, IGFU, or CPI, per month or any fraction thereof.	
dd. Violation of Paragraphs 41 or 45. Failure to monitor all accessible connectors in the NSPS GGGa process units listed in Appendix B as required.	\$150 per connector, per missed monitoring event.	
ee. Violation of Subparagraph 44.a. Failure to timely make a first attempt at connector repair.	\$150 per connector, per day, not to exceed \$1,500.	
ff. Violation of Subparagraph 44.b. Failure to timely complete repair of each connector.	\$300 per connector, per day, not to exceed \$45,000.	
gg. Violation of Paragraph 46; violation of Subparagraph 2.a of Appendix C. Failure to timely propose locations for new community monitoring stations as required.	\$25,000 per month.	
hh. Violation of Paragraph 46; violation of Appendix C. Failure to timely install each monitor as required.	\$20,000 per monitor, per month.	

Consent Decree Violation	Stipulated Penalty												
ii. Violation of Paragraph 46; violation of Appendix C. Failure to continuously operate each monitor as required.	<table> <tr> <th><u>Period of noncompliance</u></th><th><u>Penalty per day</u></th></tr> <tr> <td>Between 1–30 Days</td><td>\$1,000</td></tr> <tr> <td>Between 31–60 Days</td><td>\$2,000</td></tr> <tr> <td>Beyond the 60<sup>th</sup> day</td><td>\$3,000</td></tr> </table>	<u>Period of noncompliance</u>	<u>Penalty per day</u>	Between 1–30 Days	\$1,000	Between 31–60 Days	\$2,000	Beyond the 60 <sup>th</sup> day	\$3,000				
<u>Period of noncompliance</u>	<u>Penalty per day</u>												
Between 1–30 Days	\$1,000												
Between 31–60 Days	\$2,000												
Beyond the 60 <sup>th</sup> day	\$3,000												
jj. Violation of Paragraph 46; violation of Subparagraph 2.f of Appendix C. Failure to conduct VOC summa canister sampling at monitoring stations as required.	\$10,000 per missed summa canister sampling per monitoring location.												
kk. Violation of Paragraph 46; violation of Subparagraph 2.h of Appendix C. Failure to timely post results to a publicly available website as required.	\$15,000 per month.												
ll. Violation of Subparagraphs 47.a, 47.a.i, or 47.a.vi. Failure to Route each benzene waste or off-gas stream to a benzene flash column or flare gas recovery header as required.	<table> <tr> <th><u>Period of noncompliance</u></th><th><u>Penalty per day</u></th></tr> <tr> <td>Between 1–90 Days</td><td>\$8,000</td></tr> <tr> <td>Between 91–180 Days</td><td>\$16,000</td></tr> <tr> <td>Beyond 180 Days</td><td>\$24,000</td></tr> </table>	<u>Period of noncompliance</u>	<u>Penalty per day</u>	Between 1–90 Days	\$8,000	Between 91–180 Days	\$16,000	Beyond 180 Days	\$24,000				
<u>Period of noncompliance</u>	<u>Penalty per day</u>												
Between 1–90 Days	\$8,000												
Between 91–180 Days	\$16,000												
Beyond 180 Days	\$24,000												
mm. Violation of Subparagraph 47.a.i. Failure to maintain the required uptime for the benzene flash column.	\$500 per hour, per stream.												
nn. Violation of Subparagraph 47.a.ii. Failure to meet the required effluent concentration for the benzene flash column.	<p><u>Per benzene flash column, per monitoring period (weekly and 12-month rolling average):</u></p> <table> <tr> <td colspan="2"><u>Weekly</u></td></tr> <tr> <td>&gt;2.0 and &lt;10.0 ppmw</td><td>\$ 5,000</td></tr> <tr> <td>≥10 ppm<sub>w</sub></td><td>\$ 10,000</td></tr> <tr> <td colspan="2"><u>12-month rolling average</u></td></tr> <tr> <td>&gt;2.0 and &lt;10.0 ppmw</td><td>\$ 25,000</td></tr> <tr> <td>≥10 ppm<sub>w</sub></td><td>\$ 50,000</td></tr> </table>	<u>Weekly</u>		>2.0 and <10.0 ppmw	\$ 5,000	≥10 ppm <sub>w</sub>	\$ 10,000	<u>12-month rolling average</u>		>2.0 and <10.0 ppmw	\$ 25,000	≥10 ppm <sub>w</sub>	\$ 50,000
<u>Weekly</u>													
>2.0 and <10.0 ppmw	\$ 5,000												
≥10 ppm <sub>w</sub>	\$ 10,000												
<u>12-month rolling average</u>													
>2.0 and <10.0 ppmw	\$ 25,000												
≥10 ppm <sub>w</sub>	\$ 50,000												

Consent Decree Violation	Stipulated Penalty								
oo. Violation of Subparagraphs 47.a.iv or 47.a.vii. Failure to monitor and/or sample and record each listed parameter, as required.	\$250 per parameter, per hour.								
pp. Violation of Subparagraph 47.a.ix. Failure to timely submit the pre-startup engineering design evaluation for the Benzene flash column as required.	\$5,000 per report, per day.								
qq. Violation of Subparagraph 47.a.x. Failure to inform EPA of any parametric monitoring value changes as required.	\$25,000 per parameter, per semi-annual report.								
rr. Violation of Subparagraphs 48.a.i or 48.a.ii. Failure to timely cease operation of the existing IGFUs and install and operate new pressure vessel-designed IGFUs as required; failure to timely and permanently cease use of the existing IGFUs.	<table> <tr> <td><u>Period of noncompliance</u></td><td><u>Penalty per IGFU, per day</u></td></tr> <tr> <td>Between 1–30 Days</td><td>\$1,250</td></tr> <tr> <td>Between 31–60 Days</td><td>\$2,500</td></tr> <tr> <td>Beyond the 60<sup>th</sup> day</td><td>\$5,500</td></tr> </table>	<u>Period of noncompliance</u>	<u>Penalty per IGFU, per day</u>	Between 1–30 Days	\$1,250	Between 31–60 Days	\$2,500	Beyond the 60 <sup>th</sup> day	\$5,500
<u>Period of noncompliance</u>	<u>Penalty per IGFU, per day</u>								
Between 1–30 Days	\$1,250								
Between 31–60 Days	\$2,500								
Beyond the 60 <sup>th</sup> day	\$5,500								
ss. Violation of Paragraph 49. Failure to timely upgrade the existing CLS as required.	<table> <tr> <td><u>Period of noncompliance</u></td><td><u>Penalty per day</u></td></tr> <tr> <td>Between 1–30 Days</td><td>\$1,000</td></tr> <tr> <td>Between 31–60 Days</td><td>\$2,000</td></tr> <tr> <td>Beyond the 60<sup>th</sup> day</td><td>\$3,000</td></tr> </table>	<u>Period of noncompliance</u>	<u>Penalty per day</u>	Between 1–30 Days	\$1,000	Between 31–60 Days	\$2,000	Beyond the 60 <sup>th</sup> day	\$3,000
<u>Period of noncompliance</u>	<u>Penalty per day</u>								
Between 1–30 Days	\$1,000								
Between 31–60 Days	\$2,000								
Beyond the 60 <sup>th</sup> day	\$3,000								



Consent Decree Violation	Stipulated Penalty								
tt. Violation of Paragraph 50. Failure to timely install and operate the listed equipment on the existing E-Tank as required.	<table> <tr> <th><u>Period of noncompliance</u></th><th><u>Penalty per day</u></th></tr> <tr> <td>Between 1–30 Days</td><td>\$1,000</td></tr> <tr> <td>Between 31–60 Days</td><td>\$2,000</td></tr> <tr> <td>Beyond the 60<sup>th</sup> day</td><td>\$3,000</td></tr> </table>	<u>Period of noncompliance</u>	<u>Penalty per day</u>	Between 1–30 Days	\$1,000	Between 31–60 Days	\$2,000	Beyond the 60 <sup>th</sup> day	\$3,000
<u>Period of noncompliance</u>	<u>Penalty per day</u>								
Between 1–30 Days	\$1,000								
Between 31–60 Days	\$2,000								
Beyond the 60 <sup>th</sup> day	\$3,000								
uu. Violation of Subparagraph 51.a. Failure to timely complete or timely submit a FGRS Evaluation as required.	\$2,500 per day.								
vv. Violation of Subparagraph 51.b. Failure to timely install and operate additional FGRS capacity as required.	<table> <tr> <th><u>Period of noncompliance</u></th><th><u>Penalty per day</u></th></tr> <tr> <td>Between 1–30 Days</td><td>\$1,500</td></tr> <tr> <td>Between 31–60 Days</td><td>\$3,000</td></tr> <tr> <td>Beyond the 60<sup>th</sup> day</td><td>\$5,000</td></tr> </table>	<u>Period of noncompliance</u>	<u>Penalty per day</u>	Between 1–30 Days	\$1,500	Between 31–60 Days	\$3,000	Beyond the 60 <sup>th</sup> day	\$5,000
<u>Period of noncompliance</u>	<u>Penalty per day</u>								
Between 1–30 Days	\$1,500								
Between 31–60 Days	\$3,000								
Beyond the 60 <sup>th</sup> day	\$5,000								
ww. Violation of Subparagraph 51.c. Failure to timely install and operate the listed equipment as required.	<table> <tr> <th><u>Period of noncompliance</u></th><th><u>Penalty per day</u></th></tr> <tr> <td>Between 1–30 Days</td><td>\$1,000</td></tr> <tr> <td>Between 31–60 Days</td><td>\$2,000</td></tr> <tr> <td>Beyond the 60<sup>th</sup> day</td><td>\$3,000</td></tr> </table>	<u>Period of noncompliance</u>	<u>Penalty per day</u>	Between 1–30 Days	\$1,000	Between 31–60 Days	\$2,000	Beyond the 60 <sup>th</sup> day	\$3,000
<u>Period of noncompliance</u>	<u>Penalty per day</u>								
Between 1–30 Days	\$1,000								
Between 31–60 Days	\$2,000								
Beyond the 60 <sup>th</sup> day	\$3,000								
xx. Violation of Paragraph 53. Failure to conduct semi-annual training as required.	\$2,000 per individual, per semi-annual training period.								
yy. Violation of Paragraph 54. Failure to timely complete each of the three BWON/QQQ Audits as required.	\$20,000 per Audit, per month late.								
zz. Violation of Subparagraphs 54.a or 54.b. Failure to select a third-party that meets the required criteria.	\$10,000 per criterion, per Audit.								

Consent Decree Violation	Stipulated Penalty								
aaa. Violation of Subparagraph 54.c. Failure to conduct BWON/QQQ Audit as required.	\$20,000 per Audit.								
bbb. Violation of Subparagraphs 55.a, 55.c, or 55.d.iii. Failure to timely prepare a CAP following the BWON/QQQ Audit (if necessary).	\$25,000 per instance.								
ccc. Violation of Subparagraph 55.a. Failure to include each deficiency or systemic cause of a Comparative Monitoring Leak Ratio that is 3.0 or higher in the CAP following the BWON/QQQ Audit.	\$25,000 per instance.								
ddd. Violation of Subparagraphs 55.a or 55.b. Failure to timely complete each corrective action as required.	\$500 per day for failing to complete each corrective action needed.								
eee. Violation of Paragraphs 57 or 58. Failure to maintain each category of records.	\$1,000 per missing category of record per semi-annual reporting period.								
fff. Violation of Paragraph 60. Failure to timely conduct EOL sampling as required.	\$10,000 per quarter.								
ggg. Violation of Subparagraph 60.c. Failure to timely submit a revised EOL Sampling Plan as required.	10,000 per month.								
hhh. Violation of Paragraph 61. Failure to identify/mark segregated stormwater drains as required.	\$10,000 per drain, per failure.								
iii. Violation of Paragraphs 62 or 64. Failure to timely submit each semi-annual report as required by this Consent Decree.	<table> <tr> <th><u>Period of noncompliance</u></th><th><u>Penalty per day</u></th></tr> <tr> <td>Between 1–30 Days</td><td>\$300</td></tr> <tr> <td>Between 31–60 Days</td><td>\$1,000</td></tr> <tr> <td>Beyond the 60<sup>th</sup> day</td><td>\$2,000</td></tr> </table>	<u>Period of noncompliance</u>	<u>Penalty per day</u>	Between 1–30 Days	\$300	Between 31–60 Days	\$1,000	Beyond the 60 <sup>th</sup> day	\$2,000
<u>Period of noncompliance</u>	<u>Penalty per day</u>								
Between 1–30 Days	\$300								
Between 31–60 Days	\$1,000								
Beyond the 60 <sup>th</sup> day	\$2,000								
jjj. Violation of Section VI. Failure to comply with reporting requirements not covered elsewhere.	\$2,000 per element of report missed, per semi-annual report.								
kkk. Violation of Paragraph 63. Failure to calculate and report benzene emissions as required.	\$2,000 per each missed calculation of each detectable emission.								

Consent Decree Violation	Stipulated Penalty	
III. Violation of Paragraph 65. Failure to timely submit a certification as required.	<u>Period of noncompliance</u>	<u>Penalty per day per violation</u>
	1–15 Days	\$100
	16–30 Days	\$250
	31 Days or more	\$500, not to exceed \$75,000
mmm. Violation of Paragraph 116. Failure by the Refinery Manager located at the Lima Refinery to personally review documentation underlying the termination request and/or to document that review.	\$100,000 per termination request.	

72. Stipulated penalties under this Section shall begin to accrue on the day after performance is due or on the day a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree.

73. LRC shall pay stipulated penalties to the United States within 30 Days of a written demand by the United States.

74. The United States may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due it under this Consent Decree.

75. Stipulated penalties shall continue to accrue during any Dispute Resolution as provided in Paragraph 72, but need not be paid until the following:

a. If the dispute is resolved by agreement between the United States and LRC or by a decision of EPA that is not appealed to the Court, LRC shall pay accrued penalties determined to be owing, together with interest, to the United States within 30 Days of the effective date of the agreement or the receipt of EPA's decision or order.

b. If the dispute is appealed to the Court and the United States prevails in whole or in part, LRC shall pay all accrued penalties determined by the Court to be owing,

together with interest, within 60 Days of receiving the Court's decision or order except as provided in Subparagraph 75.c, below.

c. If any Party appeals the District Court's decision, LRC shall pay all accrued penalties determined to be owing, together with interest, within 15 Days of receiving the final appellate court decision.

76. LRC shall pay stipulated penalties owing to the United States in the manner set forth in Paragraph 14 along with confirmation notices required by Paragraph 15, except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid.

77. If LRC fails to pay stipulated penalties according to the terms of this Consent Decree, LRC shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States from seeking any remedy otherwise provided by law for LRC's failure to pay any stipulated penalties.

78. The payment of penalties and interest, if any, shall not alter in any way LRC's obligation to complete the performance of the requirements of this Consent Decree.

79. Non-Exclusivity of Remedy. Stipulated penalties are not the United States' exclusive remedy for violations of this Consent Decree. Subject to the provisions of Section XI (Effect of Settlement), the Plaintiffs expressly reserve the right to seek any other relief they deem appropriate for LRC's violation of this Decree or applicable law, including, but not limited to, an action against LRC for statutory penalties, additional injunctive relief, mitigation or offset measures, and/or contempt. However, the amount of any statutory penalty assessed for a

violation of this Consent Decree shall be reduced by an amount equal to the amount of any stipulated penalty assessed and paid pursuant to this Consent Decree.

### **VIII. FORCE MAJEURE**

80. “Force majeure,” for purposes of this Consent Decree, means any event arising from causes beyond the control of LRC, of any entity controlled by LRC, or of LRC’s contractors, that delays or prevents the performance of any obligation under this Consent Decree despite LRC’s best efforts to fulfill the obligation. Given the need to protect public health and welfare and the environment, the requirement that LRC exercise “best efforts to fulfill the obligation” includes using best efforts to anticipate any potential force majeure and best efforts to address the effects of any potential force majeure (a) as it is occurring and (b) following the potential force majeure, such that any delay or non-performance is, and any adverse effects of the delay or non-performance are, minimized to the greatest extent possible. “Force majeure” does not include financial inability to perform any obligation under this Consent Decree.

81. If any event occurs for which LRC will or may claim a force majeure, LRC shall provide notice in accordance with Section XIII (Notices). The deadline for the initial notice is fifteen Days after LRC first knew that the event would likely delay or prevent performance. LRC shall be deemed to know of any circumstance of which any contractor of, subcontractor of, or entity controlled by LRC knew or should have known.

82. Regardless of whether LRC seeks to assert a claim of force majeure concerning the event, within fifteen Days after the notice under Paragraph 81, LRC shall submit a further notice to EPA that includes (a) an explanation and description of the event and its effect on LRC’s completion of the requirements of the Consent Decree; (b) a description and schedule of all actions taken or to be taken to prevent or minimize the delay and/or other adverse effects of

the event; (c) if applicable, the proposed extension of time for LRC to complete the requirements of the Consent Decree; (d) LRC's rationale for attributing such delay to a force majeure (if it intends to assert such a claim); (e) a statement as to whether, in the opinion of LRC, such event may cause or contribute to an endangerment to public health or welfare or the environment; and (f) all available proof supporting any claim that the delay was attributable to a force majeure.

83. Failure to submit a timely or complete notice or claim under Paragraphs 81 or 82 regarding an event precludes LRC from asserting any claim of force majeure regarding that event, provided, however, that EPA may, in its unreviewable discretion, excuse such failure if it is able to assess to its satisfaction whether the event is a force majeure, and whether LRC has exercised its best efforts, under Paragraph 81.

84. After receipt of any claim of force majeure, EPA will notify LRC of its determination whether LRC is entitled to relief under Paragraph 80, and, if so, the excuse of, or the extension of time for, performance of the obligations affected by the force majeure. An excuse of, or extension of the time for performance of, the obligations affected by the force majeure does not, of itself, excuse or extend the time for performance of any other obligation.

85. If LRC elects to invoke the dispute resolution procedures set forth in Section IX (Dispute Resolution), it shall do so no later than 30 Days after receipt of EPA's notice. In any such proceeding, LRC has the burden of proving that it is entitled to relief under Paragraph 80, that its proposed excuse or extension was or will be warranted under the circumstances, and that it complied with the requirements of Paragraphs 80 through 82. If LRC carries this burden, the delay or non-performance at issue shall be deemed not to be a violation by LRC of the affected obligation of this Consent Decree identified to EPA and the Court.

## **IX. DISPUTE RESOLUTION**

86. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. LRC's failure to seek resolution of a dispute under this Section concerning an issue of which it had notice and an opportunity to dispute under this Section prior to an action by the United States to enforce any obligation of LRC arising under this Decree precludes LRC from raising any such issue as a defense to any such enforcement action.

87. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when LRC sends DOJ and EPA a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 20 Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within 30 Days after the conclusion of the informal negotiation period, LRC invokes formal dispute resolution procedures as set forth below.

88. Formal Dispute Resolution. LRC shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by sending DOJ and EPA a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting LRC's position, and any supporting documentation relied upon by LRC.

89. The United States will send LRC its Statement of Position within 45 Days of receipt of LRC's Statement of Position. The United States' Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position, and any supporting documentation relied upon by the United States. The United States' Statement of Position is binding on LRC, unless LRC files a motion for judicial review of the dispute in accordance with the following Paragraph.

90. Judicial Dispute Resolution. LRC may seek judicial review of the dispute by filing with the Court and serving on the United States a motion requesting judicial resolution of the dispute. The motion (a) must be filed within 30 Days of receipt of the United States' Statement of Position pursuant to the preceding Paragraph; (b) may not raise any issue not raised in informal dispute resolution pursuant to Paragraph 87, unless the Plaintiffs raise a new issue of law or fact in the Statement of Position; (c) shall contain a written statement of LRC's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and (d) shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

91. The United States shall respond to Defendant's motion within the time period allowed by the Local Rules of this Court. LRC may file a reply memorandum, to the extent permitted by the Local Rules.

92. Standard of Review. In all disputes arising under the Consent Decree, LRC shall bear the burden of demonstrating that its position complies with this Consent Decree and the CAA and that it is entitled to relief under applicable principles of law. The United States reserves the right to argue that its position is reviewable only on the administrative record and



must be upheld unless arbitrary and capricious or otherwise not in accordance with law, and LRC reserves the right to argue to the contrary.

93. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of LRC under this Consent Decree unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 75. If LRC does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VII (Stipulated Penalties).

**X. INFORMATION COLLECTION AND RETENTION**

94. The United States and its representatives, including attorneys, contractors, and consultants, shall have the right of entry into any facility covered by this Consent Decree, at all reasonable times, upon presentation of credentials, to:

- a. monitor the progress of activities required under this Consent Decree;
- b. verify any data or information submitted to the United States in accordance with the terms of this Consent Decree;
- c. obtain samples and, upon request, splits of any samples taken by LRC or its representatives, contractors, or consultants;
- d. obtain documentary evidence, including photographs and similar data; and
- e. assess LRC's compliance with this Consent Decree.

95. Upon request, LRC shall provide EPA or its authorized representatives splits of any samples taken by LRC. Upon request, EPA shall provide LRC splits of any samples taken by EPA.

96. Until five years after the termination of this Consent Decree, LRC shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to LRC's performance of its obligations under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States, LRC shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

97. At the conclusion of the information-retention period provided in the preceding Paragraph, LRC shall notify the United States at least 90 Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States, LRC shall deliver any such documents, records, or other information to EPA.

98. LRC may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal law. If LRC asserts such a privilege, it shall provide the following: (a) the title of the document, record, or information; (b) the date of the document, record, or information; (c) the name and title of each author of the document, record, or information; (d) the name and title of each addressee and recipient; (e) a description of the subject of the document, record, or information; and (f) the privilege asserted by LRC. However, no documents, records, or other information created or

generated pursuant to the requirements of this Consent Decree shall be withheld on grounds of privilege.

99. LRC may also assert that information required to be provided under this Section is protected as CBI under 40 C.F.R. Part 2. As to any information that LRC seeks to protect as CBI, LRC shall follow the procedures set forth in 40 C.F.R. Part 2.

100. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States pursuant to applicable federal laws, regulations, or permits, nor does it limit or affect any duty or obligation of LRC to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

## **XI. EFFECT OF SETTLEMENT**

101. This Consent Decree resolves only the civil claims of the United States for the violations alleged in the Complaint filed in this action through the Date of Lodging. Entry of this Consent Decree shall also resolve the civil claims of the United States for the violations that occurred through the Date of Lodging as alleged in FOV.

102. The United States reserves all legal and equitable remedies available to enforce the provisions of this Consent Decree. This Consent Decree shall not be construed to limit the rights of the United States to obtain penalties or injunctive relief under the CAA or implementing regulations, or under other federal laws, regulations, or permit conditions, except as expressly specified in Paragraph 101. The United States further reserves all legal and equitable remedies to address any conditions if there is or may be an imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, the Lima Refinery, whether related to the violations addressed in this Consent Decree or otherwise.

103. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, civil penalties, other appropriate relief relating to the Lima Refinery or LRC's CAA violations, LRC shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, claim preclusion (*res judicata*), issue preclusion (*collateral estoppel*), claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 101. LRC shall not use any emission reductions that result from actions required by this Consent Decree for the purposes of obtaining project decreases, netting reductions or emission offset credits, including applying for, obtaining, trading, or selling any emission reductions credits.

104. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. LRC is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; and LRC's compliance with this Consent Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States does not, by its consent to the entry of this Consent Decree, warrant or aver in any manner that LRC's compliance with any aspect of this Consent Decree will result in compliance with provisions of the CAA, 42 U.S.C. § 7401, *et seq.*, or with any other provisions of federal, State, or local laws, regulations, or permits.

105. This Consent Decree does not limit or affect the rights of LRC or of the United States against any third parties, not party to this Consent Decree, nor does it limit the rights of third parties, not party to this Consent Decree, against LRC, except as otherwise provided by law.

106. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

## **XII. COSTS**

107. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of the civil penalty or any stipulated penalties due but not paid by LRC.

## **XIII. NOTICES**

108. Unless otherwise specified in this Decree, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made exclusively electronically and sent to the following email addresses:

As to DOJ:	<a href="mailto:eescdcopy.enrd@usdoj.gov">eescdcopy.enrd@usdoj.gov</a> Re: 90-5-2-1-12782  <a href="mailto:zachary.moor@usdoj.gov">zachary.moor@usdoj.gov</a>
As to EPA Region 5:	<a href="mailto:R5AirEnforcement@epa.gov">R5AirEnforcement@epa.gov</a>  <a href="mailto:neudorf.laura@epa.gov">neudorf.laura@epa.gov</a> <a href="mailto:fischer.veronica@epa.gov">fischer.veronica@epa.gov</a> <a href="mailto:loukeris.constantinos@epa.gov">loukeris.constantinos@epa.gov</a>
As to LRC:	<a href="mailto:uslegaldepartment@cenovus.com">uslegaldepartment@cenovus.com</a> <a href="mailto:jsavage@sidley.com">jsavage@sidley.com</a> <a href="mailto:pwhitfield@sidley.com">pwhitfield@sidley.com</a>

109. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

110. Notices submitted pursuant to this Section shall be deemed submitted upon transmission by email, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

#### **XIV. EFFECTIVE DATE**

111. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket; provided, however, that LRC hereby agrees that it shall be bound to perform duties scheduled to occur prior to the Effective Date. In the event the United States withdraws or withholds consent to this Consent Decree before entry, or the Court declines to enter the Consent Decree, then the preceding requirement to perform duties scheduled to occur before the Effective Date shall terminate.

#### **XV. RETENTION OF JURISDICTION**

112. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections IX (Dispute Resolution) and XVI (Modification), or effectuating or enforcing compliance with the terms of this Decree.

#### **XVI. MODIFICATION**

113. The terms of this Consent Decree, including any attached appendices, may be modified only by a subsequent written agreement signed by all the Parties. Where the modification constitutes a material change to this Consent Decree, it shall be effective only upon approval by the Court.

114. Any disputes concerning modification of this Consent Decree shall be resolved pursuant to Section IX (Dispute Resolution), provided, however, that, instead of the burden of

proof provided by Paragraph 92, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

## **XVII. TERMINATION**

115. Termination: Conditions Precedent. Prior to termination, LRC must have completed all of the following requirements of this Consent Decree:

- a. Payment of all civil penalties and outstanding stipulated penalties;
- b. Satisfactory compliance with relevant provisions of Section V;
- c. Application for and receipt of all non-Title I air permits necessary to ensure survival of the provisions of Paragraph 56 after termination of this Consent Decree; and
- d. Application for a Title I permit to incorporate the limits and standards in Paragraph 47.

116. Termination: Procedure.

a. At such time as required by this Decree, LRC may serve upon the United States a Request for Termination, certifying that LRC has satisfied those requirements, together with all necessary supporting documentation. The Request for Termination shall be signed by the Refinery Manager located at the Lima Refinery and shall bear the certification language set forth in Paragraph 65. The Refinery Manager located at the Lima Refinery shall personally review all documents relied upon in the termination request and shall document his or her review.

b. Following receipt by the United States of LRC's Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether LRC has satisfactorily complied with the requirements for termination of

this Consent Decree. If the United States agrees that the Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Decree.

c. If the United States does not agree that the Consent Decree may be terminated, the United States shall provide written notice to LRC within 150 Days of receiving LRC's request for termination that explains why it does not agree. Upon receipt of this written notice, LRC may then invoke dispute resolution under Section IX (Dispute Resolution) of this Consent Decree.

### **XVIII. PUBLIC PARTICIPATION**

117. This Consent Decree shall be lodged with the Court for a period of not less than 30 Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. LRC consents to entry of this Consent Decree without further notice and agrees not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless the United States has notified LRC in writing that it no longer supports entry of the Decree.

### **XIX. SIGNATORIES/SERVICE**

118. Each undersigned representative of LRC and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.

119. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. LRC agrees to accept service of process by mail with respect to all



matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court. LRC need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

## **XX. INTEGRATION**

120. This Consent Decree, including deliverables that are subsequently approved pursuant to this Decree, constitutes the entire agreement among the Parties regarding the subject matter of the Decree and supersedes all prior representations, agreements and understandings, whether oral or written, concerning the subject matter of the Decree herein.

## **XXI. 26 U.S.C. SECTION 162(f)(2)(A)(ii) IDENTIFICATION**

121. For purposes of the identification requirement in Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26 C.F.R. § 1.162-21(b)(2), performance of Paragraphs 10–11, 17–66 (except 65.d.iii), 95–97, 100, and Appendices A and C is restitution, remediation, or required to come into compliance with law.

## **XXII. HEADINGS**

122. Headings to the Sections and Subsections of this Consent Decree are provided for convenience and do not affect the meaning or interpretation of the provisions of this Consent Decree.

## **XXIII. FINAL JUDGEMENT**

123. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States and LRC. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.


Dated and entered this \_\_\_\_ day of \_\_\_\_\_, 2024

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UNITED STATES DISTRICT JUDGE

FOR THE UNITED STATES OF AMERICA:

TODD KIM  
Assistant Attorney General  
Environment and Natural Resources Division  
United States Department of Justice



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ZACHARY N. MOOR  
Senior Attorney  
U.S. Department of Justice  
Environment and Natural Resources Division  
Environmental Enforcement Section  
P.O. Box 7611  
Washington, D.C. 20044-7611  
Telephone:(202) 514-4185  
zachary.moor@usdoj.gov

FOR THE UNITED STATES OF AMERICA (Continued):

REBECCA C. LUTZKO  
UNITED STATES ATTORNEY  
Northern District of Ohio

s/ Guillermo Rojas  
GUILLERMO ROJAS (OH 0069882)  
Assistant United States Attorney  
Four Seagate, Suite 308  
Toledo, OH 43604-2624  
Voice: 419-259-6376  
Fax: 419- 259-6360  
Guillermo.Rojas@usdoj.gov

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

DAVID  
UHLMANN



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UHLMANN  
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DAVID M. UHLMANN  
Assistant Administrator  
Office of Enforcement and Compliance Assurance  
U.S. Environmental Protection Agency  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460


ROSEMARIE A. KELLEY  
Director, Office of Civil Enforcement  
U.S. Environmental Protection Agency  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460

MARY E. GREENE  
Director, Air Enforcement Division  
Office of Civil Enforcement  
U.S. Environmental Protection Agency  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460

JOHANNA ADASHEK  
Attorney-Advisor, Air Enforcement Division  
Office of Civil Enforcement  
U.S. Environmental Protection Agency  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (Continued):


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ROBERT A. KAPLAN  
Regional Counsel  
U.S. Environmental Protection Agency  
Region 5  
77 West Jackson Blvd.  
Chicago, IL 60604-3590

MARY  
MCAULIFFE

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MCAULIFFE  
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MARY T. McAULIFFE  
Associate Regional Counsel  
U.S. Environmental Protection Agency  
Region 5  
77 West Jackson Blvd.  
Chicago, IL 60604-3590

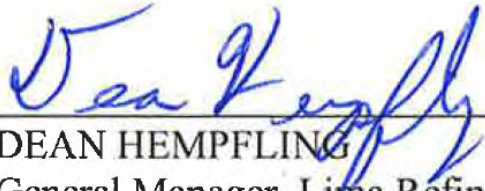
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SOPHIE GRUETERICH  
Associate Regional Counsel  
U.S. Environmental Protection Agency  
Region 5  
77 West Jackson Blvd.  
Chicago, IL 60604-3590

FOR LIMA REFINING COMPANY:



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DEAN HEMPFLING  
General Manager, Lima Refinery  
Lima Refining Company  
1150 S. Metcalf Street  
Lima, OH 45804

## **APPENDIX A**

### **Determining Commercial Availability of Low-Leaking Valve or Packing Technology**

Summary: This Appendix outlines the factors LRC shall consider, and a process it shall follow, when determining whether a valve that is subject to Subsection I.HH is Low-E Valve or Low-E Packing and is “commercially available” pursuant to Subsection H of this Consent Decree. LRC may consider additional factors other than those identified in this Appendix when making its determination.

1. Commercial Availability Determination Factors. LRC shall consider the following factors when determining the commercial availability of Low-E Valve or Low-E Packing:

- a. Valve type;
- b. Valve service and operating conditions;
- c. Type of refinery process equipment in which the valve is used;
- d. Seal performance;
- e. Service life;
- f. Packing friction;
- g. Temperature and pressure limitations; and
- h. Retrofit applications (e.g., re-piping or space limitations).

2. Additional Factors. LRC may also choose to consider the following factors, depending on the process unit or equipment at issue:

- a. Valve or valve packing specifications identified by the licensor of the process unit or equipment in use at the refinery, including components that are part of a design package by a specialty-equipment provider as part of a larger process unit; or
- b. Valve or valve packing vendor or manufacturer recommendations for the relevant refinery unit and/or process unit components.



3. Commercial Availability Determination Process. LRC shall comply with the following process when determining the availability of a Low-E Valve or Low-E Packing:

a. Except as set forth below, LRC must consult with a reasonable number of vendors of valves and valve packing technologies, taking into account the relevant factors identified above, before asserting that a Low-E Valve or Low-E Packing is not commercially available for valve replacement. For purposes of this Consent Decree, a reasonable number of vendors shall mean at least three vendors of valves and three vendors of valve packing technologies.

b. LRC shall obtain a written representation or equivalent documentation from each vendor that the valve or valve packing does not meet the specifications for a Low-E Valve or Low-E Packing.

c. If LRC consults with fewer than three vendors of valve or valve packing technologies, the determination of whether that lesser number is reasonable shall be based on the factors provided in Paragraph 2, or on a demonstration that fewer than three vendors offer valves or valve packing technologies for the service and operating conditions of the valve to be replaced, in consideration of the factors provided in Paragraph 1, as applicable.

d. LRC shall prepare a written report fully explaining the basis for each claim that a valve or valve packing is not commercially available and include all documentation and other relevant information supporting the claim. The report shall also identify the commercially available valve or packing technology that comes closest to meeting the requirements for a Low-E Valve or Low-E Packing that is selected and installed by LRC. This report shall be included in the semi-annual reports required by this Consent Decree for the reporting period during which the valve or valve packing is replaced.

4. EPA Review of Claim of Commercial Unavailability. If, upon discretionary review of any claim of commercial unavailability, EPA disagrees that a valve or valve-packing technology is commercially unavailable, EPA shall notify LRC in writing, specifying the valve or valve packing EPA believes to be commercially available and the basis for that determination. LRC shall install the valve or valve-packing technology within 30 Days of EPA notification unless DOR is required.

5. Dispute Resolution. Any disputes arising under this Appendix A shall be subject to the dispute resolution provisions in Section IX (Dispute Resolution) of this Consent Decree.

**APPENDIX B**  
**VOC Connector Monitoring Units**

- a. LRC shall perform initial and ongoing VOC Connector Monitoring in accordance with

Paragraphs 41–45 of the Consent Decree at the following units:

- a. Gasoline Desulfurization Unit (GDU)
- b. Isocracker
- c. FCC
- d. Tetra (Arom)
- e. Crude
- f. OMS
- g. Coker
- h. LPG
- i. DHT
- j. Boilerhouse
- k. C3 Splitter
- l. Distillate Blend
- m. FGR
- n. Isom
- o. KHT
- p. NESHAPS
- q. Offsite Benzene
- r. Sat Gas
- s. SRU
- t. Ultraformer

**APPENDIX C**  
**HAP Monitoring System Project**

In addition to its current hazardous air pollutant monitoring program undertaken pursuant to 40 C.F.R. Part 63, Subpart CC (“MACT CC”), LRC shall perform additional fenceline monitoring as set forth in this Appendix.

1. Expanded Lima Refinery Air Monitoring

a. By no later than 90 Days of the Effective Date, LRC shall add two new monitoring stations within the Lima Refinery fenceline, one between the E-Tank and Aeration Basins and one near the IGFUs/CPIs in locations depicted in Attachment 1 to this Appendix.

b. Each of the two monitoring stations required by this Subparagraph shall measure the target analytes benzene, toluene, and xylene.

c. For the two new monitoring stations required by this Subparagraph, LRC shall commence sampling by no later than 120 Days of the Effective Date and shall comply with Methods 325A and B except for 325A section 8.2 “Determining Sampling Locations,” 325A section 9.3 “Duplicates and Field Blanks,” and 325B section 8.3 “Calculating the Number of Tubes Required for a Monitoring Exercise.”

d. A 14-day sampling period must be used. A sampling period is defined as the period during which a sampling tube is deployed at a specific sampling location with the diffusive sampling end cap in-place. The sampling period does not include the time required to analyze the sample. For the purpose of this Subparagraph, a 14-day sampling period may be no shorter than 13 calendar Days and no longer than 15 calendar Days, but the routine sampling period must be 14 calendar Days.

e. The frequency of sample collection must be once each contiguous 14-day sampling period, such that the next 14-day sampling period begins immediately upon the completion of the previous 14-day sampling period.

f. The benzene, toluene, and xylene data collected by the two new monitoring stations located within the Lima Refinery fenceline shall be provided to EPA in the semi-annual reports required by this Consent Decree.

g. The benzene monitoring at each monitoring station required pursuant to this Subparagraph must be incorporated into a Title I federally enforceable permit that will continue after the termination of this Consent Decree.

2. Community Air Monitoring Outside of the Lima Refinery Fenceline

a. By no later than 90 Days of the Effective Date, LRC shall propose six locations for new monitoring stations outside of the Lima Refinery fenceline for EPA's approval. EPA shall not unreasonably withhold its consent. The location of these monitoring stations will be determined by LRC, in consultation with EPA and interested members of the community and shall be located in the community surrounding the Lima Refinery. LRC shall install the 6 new monitoring stations within 90 Days of EPA's approval.

b. The target analytes for the six monitoring stations required by this Subparagraph shall be benzene, toluene, and xylene.

c. For the six monitoring stations required by this Subparagraph, LRC must commence sampling within 120 Days of EPA's approval of the monitoring station siting and shall comply with EPA Methods 325A and B except for 325A section 8.2 "Determining Sampling Locations," 325A section 9.3 "Duplicates and Field Blanks," and 325B section 8.3 "Calculating the Number of Tubes Required for a Monitoring Exercise."

d. A 14-day sampling period must be used. A sampling period is defined as the period during which a sampling tube is deployed at a specific sampling location with the diffusive sampling end cap in-place. The sampling period does not include the time required to analyze the sample. For the purpose of this Subparagraph, a 14-day sampling period may be no shorter than 13 calendar Days and no longer than 15 calendar Days, but the routine sampling period must be 14 calendar Days.

e. The frequency of sample collection must be once each contiguous 14-day sampling period, such that the next 14-day sampling period begins immediately upon the completion of the previous 14-day sampling period.

f. Within 365 Days of operation of the six new monitoring stations required by this Subparagraph, and once per calendar year thereafter, LRC shall conduct 24-hour summa canister sampling at each of the six new monitoring stations, analyze the summa canister samples using Compendium Method TO-15 and include the results in the semi-annual reports required by this Consent Decree.

g. By no later than 90 Days of the Effective Date, LRC must submit a written report to EPA detailing how it will publicly post sampling results from the community air monitoring stations required by this Subparagraph. The plan must provide an active/live/not password protected URL to a mockup of the publicly available website to be used to report monitoring data and confirmation that the website is properly indexed (including, but not limited to, the following search terms: “Benzene,” “Xylene,” Toluene,” “Lima”) with the major search engines (e.g., Google, Bing, Yahoo) to allow the public to easily find the website.

h. By no later than 35 Days after the commencement of sampling at the six monitoring stations required by this Subparagraph, LRC shall post the collected sampling data for

the first sampling period for all target analytes on a publicly available website that must meet the following criteria:

- i. The website must be accessible through a URL that can be provided to the public.
- ii. LRC must post each individual sample result for each individual monitoring station. The website must include a map of the six community monitoring stations and make clear which sampling results correlate with which monitoring station. LRC shall post a periodic summary as well as the raw data for each individual monitoring station.
- iii. Data shall be posted on a frequency of no less than once every 28 Days.
- iv. All sampling periods that concluded 21 or more Days prior to the posting deadline shall be included on the website.
- v. Any sampling data that cannot be posted in accordance with the foregoing timeframes, attributable exclusively to laboratory delays, shall be posted within 48 hours upon receipt by LRC.
- vi. Sampling data from past sampling periods must be available and properly organized by calendar month and sampling period.

### 3. General Provisions

a. Following the first complete year of monitoring pursuant to Paragraph 1 (two new monitoring stations within the refinery fenceline) and Paragraph 2 (six community monitoring stations and summa canister sampling), LRC must submit a report for EPA's review and approval that summarizes issues or concerns related to the monitoring or sampling and a rationale to adjust these monitoring requirements if such issues or concerns are present. Upon receipt of EPA approval, LRC shall commence monitoring in accordance with the approved adjustments.

b. In any termination request submitted pursuant to Section XVII (Termination), LRC may request any monitor in Paragraph 1 that has recorded exclusively non-detect emissions of benzene in the preceding 12 months be excluded from the Title I permitting incorporation requirements set forth in Paragraph 56 of the Consent Decree.



## **Attachment 1**

### **Location of Monitoring Stations Within the Lima Refinery Fenceline**

Locations:

1. Between CPI and IGFU

2. Between Aeration Tank and  
Aeration Basin





**APPENDIX D**  
**IDS Identification by Process Unit**

**BWON:**

<b><u>Process Unit</u></b>	<b><u>Component Tag</u></b>	<b><u>Component Type</u></b>
NESHAPS	49611	Drain
NESHAPS	107900	Drain
NESHAPS	97770	Drain
NESHAPS	49614	Drain
NESHAPS	100011	Drain
NESHAPS	107340	Drain
NESHAPS	49601	Drain
NESHAPS	100415	Drain
NESHAPS	107899	Drain
NESHAPS	49602	Drain
NESHAPS	49621	Drain
NESHAPS	107339	Drain
NESHAPS	97769	Drain
NESHAPS	49612	Drain
NESHAPS	49610	Drain
AROMATICS	49603	Drain
NESHAPS	49620	Drain
NESHAPS	186401	Drain
NESHAPS	49609	Drain
NESHAPS	176484	Drain
NESHAPS	191334	Drain
NESHAPS	49608	Drain
NESHAPS	49622	Drain
AROMATICS	D-178273	Drain
AROMATICS	CB1	Drain
AROMATICS	CB2	Drain
AROMATICS	CB2-1	Drain
AROMATICS	CB2-2	Drain
AROMATICS	CB2-3	Drain
AROMATICS	CB3	Drain
AROMATICS	CB3-1	Drain
AROMATICS	CB3-2	Drain
AROMATICS	CB3-3	Drain
AROMATICS	CB3-4	Drain
AROMATICS	CB4	Drain
AROMATICS	CB4-1	Drain
AROMATICS	CB4-2	Drain
AROMATICS	CB5	Drain
AROMATICS	CB5-1	Drain
AROMATICS	CB5-2	Drain
AROMATICS	CB5-3	Drain

AROMATICS	CB6	Drain
AROMATICS	CB6-1	Drain
AROMATICS	CB6-2	Drain
AROMATICS	CB6-3	Drain
AROMATICS	CB6-4	Drain
AROMATICS	CB7	Drain
AROMATICS	CB7-1	Drain
AROMATICS	CB7-2	Drain
AROMATICS	CB7-3	Drain
AROMATICS	CB7-4	Drain

**Subpart QQQ:**

<b><u>Process Unit</u></b>	<b><u>Component Tag</u></b>	<b><u>Component Type</u></b>
NESHAPS	T-1-LIU FURN	Drain
NESHAPS	T-2-LIU FURN	Drain
NESHAPS	T-3-LIU FURN	Drain
NESHAPS	T-4-LIU FURN	Drain
NESHAPS	T-5-LIU FURN	Drain
NESHAPS	CB-1-LIU FURN	Drain
NESHAPS	CB-2-LIU FURN	Drain
NESHAPS	CB-3-LIU FURN	Drain
NESHAPS	CB-1-LIU	Drain
NESHAPS	CB-2-LIU	Drain
NESHAPS	CB-3-LIU	Drain
NESHAPS	CB-4-LIU	Drain
NESHAPS	CB-5-LIU	Drain
NESHAPS	CB-6-LIU	Drain
NESHAPS	CB-7-LIU	Drain
NESHAPS	CB-8-LIU	Drain
NESHAPS	CB-9-LIU	Drain
NESHAPS	CB-1-WWTP	Drain
NESHAPS	CB-2-WWTP	Drain
NESHAPS	CB-3-WWTP	Drain
NESHAPS	CB-4-WWTP	Drain
NESHAPS	CB-5-WWTP	Drain
NESHAPS	CB-6-WWTP	Drain
NESHAPS	CB-7-WWTP	Drain
NESHAPS	CB-8-WWTP	Drain
NESHAPS	CB-9-WWTP	Drain
NESHAPS	T-1-WWTP	Drain
NESHAPS	T-2-WWTP	Drain
NESHAPS	T-3-WWTP	Drain
NESHAPS	T-4-WWTP	Drain
NESHAPS	T-5-WWTP	Drain
NESHAPS	T-6-WWTP	Drain
NESHAPS	T-7-WWTP	Drain
NESHAPS	T-8-WWTP	Drain
NESHAPS	T-9-WWTP	Drain
NESHAPS	T-10-WWTP	Drain
NESHAPS	T-11-WWTP	Drain
NESHAPS	T-1-RACK	Drain
NESHAPS	T-3-RACK	Drain
NESHAPS	T-5-RACK	Drain
NESHAPS	T-6-RACK	Drain
NESHAPS	T-8-RACK	Drain
NESHAPS	T-2-RACK	Drain
NESHAPS	T-4-RACK	Drain
NESHAPS	T-7-RACK	Drain
NESHAPS	T-9-RACK	Drain
NESHAPS	T-10-RACK	Drain
NESHAPS	T-32-A	Drain
NESHAPS	T-6-B	Drain
NESHAPS	T-6-C	Drain
NESHAPS	T-6-D	Drain
NESHAPS	T-6-E	Drain
NESHAPS	T-6-F	Drain
NESHAPS	T-6-G	Drain
NESHAPS	T-6-H	Drain
NESHAPS	T-6-I	Drain
NESHAPS	T-6-J	Drain

NESHAPS	T-35-A	Drain
NESHAPS	T-35-B	Drain
NESHAPS	T-35-C	Drain
NESHAPS	T-1-FLARE	Drain
NESHAPS	T-3-FLARE	Drain
NESHAPS	T-4-FLARE	Drain
NESHAPS	T-5-FLARE	Drain
NESHAPS	T-2-FLARE	Drain
NESHAPS	T-35-D	Drain
NESHAPS	T-11-RACK	Drain
NESHAPS	MH-1-FURN	Junction Box
NESHAPS	MH-2-FURN	Junction Box
NESHAPS	MH-3-FURN	Junction Box
NESHAPS	MH-1-LIU	Junction Box
NESHAPS	MH-2-LIU	Junction Box
NESHAPS	MH-3-LIU	Junction Box
NESHAPS	MH-4-LIU	Junction Box
NESHAPS	MH-5-LIU	Junction Box
NESHAPS	MH-6-LIU	Junction Box
NESHAPS	C-1-LIU	Junction Box
NESHAPS	CO-1-WWTP	Junction Box
NESHAPS	MH-10-WWTP	Junction Box
NESHAPS	MH-11-WWTP	Junction Box
NESHAPS	MH-12-WWTP	Junction Box
NESHAPS	MH-13-WWTP	Junction Box
NESHAPS	MH-14-WWTP	Junction Box
NESHAPS	MH-15-WWTP	Junction Box
NESHAPS	E-1-WWTP	Junction Box
NESHAPS	CO-1-RACK	Junction Box
NESHAPS	CO-2-RACK	Junction Box
NESHAPS	CO-3-RACK	Junction Box
NESHAPS	MH-1-API	Junction Box
NESHAPS	MH-2-API	Junction Box
NESHAPS	MH-3-API	Junction Box
NESHAPS	MH-4-API	Junction Box
NESHAPS	MH-5-MAIN	Junction Box
NESHAPS	MH-6-MAIN	Junction Box
NESHAPS	G-TANK 1	Oil-Water Separator
NESHAPS	G-TANK 2	Oil-Water Separator
NESHAPS	G-TANK 3	Oil-Water Separator
NESHAPS	MH-74-A	Junction Box
NESHAPS	MH-74-B	Junction Box
NESHAPS	MH-74-C	Junction Box
NESHAPS	MH-32-A	Junction Box
NESHAPS	MH-32-B	Junction Box
NESHAPS	MH-32-C	Junction Box
NESHAPS	MH-32-D	Junction Box
NESHAPS	CO-6-A	Junction Box
NESHAPS	CO-6-B	Junction Box
NESHAPS	J-6-A	Junction Box
NESHAPS	MH-4A-WWTP	Junction Box
NESHAPS	MH-4B-WWTP	Junction Box
NESHAPS	MH-6-A	Junction Box
NESHAPS	MH-6-B	Junction Box
BOILERHOUSE	CB-6-C	Drain
NESHAPS	MH-6-D	Junction Box
NESHAPS	MH-6-E	Junction Box
NESHAPS	MH-6-F	Junction Box
NESHAPS	CO-35-A	Junction Box
NESHAPS	CO-35-B	Junction Box
NESHAPS	CO-35-C	Junction Box

NESHAPS	CD-35-A	Junction Box
NESHAPS	CD-35-B	Junction Box
NESHAPS	CD-35-C	Junction Box
NESHAPS	J-35-A	Junction Box
NESHAPS	LID-1-CENTRAL	Junction Box
NESHAPS	MH-1-CENTRAL	Junction Box
NESHAPS	MH-2-CENTRAL	Junction Box
NESHAPS	MH-3-CENTRAL	Junction Box
NESHAPS	MH-4-CENTRAL	Junction Box
NESHAPS	MH-5-CENTRAL	Junction Box
NESHAPS	MH-6-CENTRAL	Junction Box
NESHAPS	MH-7-CENTRAL	Junction Box
NESHAPS	MH-8-CENTRAL	Junction Box
NESHAPS	MH-9-CENTRAL	Junction Box
NESHAPS	CB-10-CENTRAL	Drain
NESHAPS	MH-1-FLARE	Junction Box
NESHAPS	MH-2-FLARE	Junction Box
NESHAPS	MH-3-FLARE	Junction Box
NESHAPS	MH-4-FLARE	Junction Box
NESHAPS	MH-5-FLARE	Junction Box
NESHAPS	MH-6-FLARE	Junction Box
NESHAPS	CO-1-FLARE	Junction Box
NESHAPS	CO-2-FLARE	Junction Box
NESHAPS	CO-3-FLARE	Junction Box
NESHAPS	CO-4-FLARE	Junction Box
NESHAPS	T-12-WWTP	Drain
NESHAPS	T-13-WWTP	Drain
NESHAPS	T-14-WWTP	Drain
NESHAPS	MH-5A-WWTP	Junction Box
NESHAPS	MH-6-C	Junction Box
NESHAPS	MH-3-BH	Junction Box
NESHAPS	MH-2-BH	Junction Box
NESHAPS	MH-1-BH	Junction Box
NESHAPS	CB-1-BH	Drain
NESHAPS	CO-6-C	Junction Box
NESHAPS	CB-1-API	Drain
NESHAPS	MH-4-MAIN	Junction Box
NESHAPS	7-BOX	Junction Box
NESHAPS	CO-4-RACK	Junction Box
NESHAPS	MH-5-API	Junction Box
NESHAPS	G-TANK INLET	Junction Box
NESHAPS	G-TANK OUTLET	Junction Box