

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF INDIANA  
HAMMOND DIVISION

UNITED STATES OF AMERICA	)	
	)	
Plaintiff,	)	
	)	
and	)	
	)	Civil No. 2:96 CV 095 RL
THE STATE OF INDIANA, STATE OF OHIO	)	
and THE NORTHWEST AIR POLLUTION	)	Judge Rudy Lozano
AUTHORITY, WASHINGTON	)	
	)	Magistrate Judge Rodovich
Plaintiff-Intervenors,	)	
	)	
v.	)	
	)	
BP EXPLORATION & OIL CO., et al.,	)	
	)	
Defendants.	)	
_____	)	

**NINTH AMENDMENT TO THE CONSENT DECREE**

WHEREAS, the United States of America (hereinafter “the United States”); the State of Indiana, the State of Ohio, and the Northwest Pollution Control Authority of the State of Washington (hereinafter “Plaintiff-Intervenors”); and BP Products North America, Inc. (successor in interest to BP Exploration and Oil Co., and formerly known as Amoco Oil Company, and hereinafter referred to as “BP Products”), and BP West Coast Products LLC (the owner of refining assets previously owned by Atlantic Richfield Company) (hereinafter collectively referred to as “BP”) are parties to a Consent Decree entered by this Court on August 29, 2001 (hereinafter the “Consent Decree”); and

WHEREAS, BP sold its Mandan and Salt Lake City Refineries to Tesoro Petroleum Corporation (now known as Tesoro Corporation) (“Tesoro”) on September 6, 2001, and Tesoro

assumed the obligations of the Consent Decree as they relate to the Mandan and Salt Lake City Refineries pursuant to the First Amendment to the Consent Decree, which was approved and entered as a final order of the Court on October 2, 2001; and

WHEREAS, BP sold its Yorktown Refinery to Giant Yorktown, Inc. (referred to hereinafter as “Giant” but now known as Western Refining Yorktown, Inc.) on May 14, 2002, and Giant assumed the obligations of the Consent Decree as they relate to the Yorktown Refinery pursuant to the Second Amendment to the Consent Decree, which was approved and entered as a final order of the Court on June 7, 2002; and

WHEREAS, pursuant to the Second Amendment to the Consent Decree, for the purposes of Paragraph 15.B.i., the phrase “heaters and boilers” shall include the turbines associated with sources PRS4-410 and PRS4-420 at the Texas City Refinery; and

WHEREAS, BP sold a hydrogen plant located at its Texas City Refinery to Praxair on August 6, 2004, and Praxair assumed the obligations of the Consent Decree as they relate to that hydrogen plant pursuant to the Third Amendment to the Consent Decree, which was approved and entered as a final order of the Court on October 25, 2004; and

WHEREAS, a Fourth Amendment to the Consent Decree was entered by the Court on June 20, 2005, establishing, *inter alia*, final SO<sub>2</sub> and NO<sub>x</sub> emissions limits for a number of Fluidized Catalytic Cracking Units (“FCCUs”) owned and operated by BP; and

WHEREAS, a Fifth Amendment to the Consent Decree was entered by the Court on February 22, 2009, requiring, *inter alia*, Tesoro to install certain NO<sub>x</sub> controls on the Mandan FCCU/CO Furnace; and

WHEREAS, a Sixth Amendment to the Consent Decree was entered by the Court on September 19, 2011 that resolved alleged violations of the Consent Decree and Clean Air Act by BP Products at the Texas City Refinery; and

WHEREAS, the Sixth Amendment to the Consent Decree required the installation and operation of in-line gas chromatograph (“GC”) technology to continuously monitor for benzene concentration at each EOL sampling point identified in the End-of-Line Sampling Plan and at the combined inlet for the EBU tanks;

WHEREAS, the Sixth Amendment to the Consent Decree identifies training requirements associated with managing Asbestos Containing Material (ACM) for supervisory employees at the Texas City Refinery;

WHEREAS, the Natural Gas Conversion Supplemental Environmental Project (“Natural Gas Conversion SEP”) required by the Sixth Amendment was subsequently modified by a Second Joint Stipulation entered by the Court on January 11, 2013 specifying that BP Products remains exclusively responsible for completing the Natural Gas Conversion SEP notwithstanding the sale, transfer, or other assignment of the Texas City Refinery; and

WHEREAS, a Seventh Amendment to the Consent Decree was entered by the Court on December 28, 2012 that removed the Whiting Refinery from the 2001 Consent Decree; and

WHEREAS, Giant sold the Yorktown Refinery to Plains Marketing, L.P. (hereinafter “Plains”) on December 29, 2011, and Plains assumed the obligations of the Consent Decree as they relate to the Yorktown Refinery pursuant to the Eighth Amendment to the Consent Decree, which was entered as a final order of the Court on August 23, 2012; and

WHEREAS, BP Products and Marathon Petroleum Company LP (“MPC”) entered into an agreement to sell the Texas City Refinery to MPC, and MPC has directed BP Products to

assign the Refinery to Blanchard Refining Company LLC (“Blanchard”), a wholly owned subsidiary of MPC that has agreed to assume and undertake the obligations, terms, and conditions of the Consent Decree, as amended, as those obligations, terms, and conditions relate to the Texas City Refinery (which Blanchard now refers to as the “Galveston Bay Refinery”); and

WHEREAS, BP Products has undertaken an audit of compliance at the Texas City Refinery with Subpart QQQ of the New Source Performance Standards, 40 C.F.R. Part 60, Subpart QQQ, and the associated requirements found at 40 C.F.R. Part 60, Subpart A (hereinafter the “NSPS QQQ Audit”); and

WHEREAS, based on the NSPS QQQ Audit, BP Products has caused a report dated November 16, 2012 (ERM Project # 0178666) to be prepared that summarizes the findings of the NSPS QQQ Audit and recommends potential corrective actions (hereinafter the “NSPS QQQ Audit Report”); and

WHEREAS, Blanchard has agreed to undertake any necessary corrective actions to resolve the findings of the NSPS QQQ Audit and bring the Texas City Refinery into compliance with NSPS QQQ; and

WHEREAS, Blanchard has notified the United States of wastewater discharges to the Texas City Refinery’s wastewater flumes and/or stormwater surge basins (including the shock basin) occurring on or after February 1, 2013, and the United States alleges that such discharges constitute violations of the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901 *et seq.*, and Blanchard has agreed to implement interim and final actions to correct such alleged violations; and

WHEREAS, Blanchard represents that it has the financial and technical ability to assume the respective obligations and liabilities of the Consent Decree, as amended, as they relate to the Texas City Refinery; and

WHEREAS, this Ninth Amendment to the Consent Decree only affects the requirements of the Consent Decree, as amended, that apply to the Texas City Refinery and does not affect the interest of any parties to the Consent Decree other than the United States, BP Products, and Blanchard; and

WHEREAS, the United States, BP Products, and Blanchard desire to amend the Consent Decree and all applicable amendments to: 1) transfer to Blanchard the obligations, liabilities, rights, and covenants of the Consent Decree as they pertain to the Texas City Refinery; 2) make Blanchard a party to the Consent Decree, as amended, with respect to the Texas City Refinery; and 3) except with respect to completing the Natural Gas Conversion SEP pursuant to the Second Joint Stipulation, release BP Products from the requirements and obligations of the Consent Decree, as amended, as they pertain to the Texas City Refinery as of February 1, 2013; and

WHEREAS, each of the undersigned has reviewed and hereby consents to this Ninth Amendment to the Consent Decree; and

WHEREAS, Section II, Paragraph 6 of the Consent Decree provides for the transfer of ownership and/or operation of refineries that are subject to the Consent Decree, including the Texas City Refinery; and

WHEREAS, Paragraph 85 of the Consent Decree requires that this amendment be approved by the Court before it is effective;

NOW THEREFORE, the United States, BP Products, and Blanchard hereby agree that, upon approval of this amendment by the Court, the Consent Decree shall thereby be amended as follows:

1. Assumption of Consent Decree Obligations. Effective as of February 1, 2013, the date of sale of the Texas City Refinery from BP Products to MPC, and the assignment of the Texas City Refinery to Blanchard, Blanchard and MPC agree that:

a. Blanchard shall assume and undertake all obligations and liabilities imposed by the Consent Decree, as amended, as they relate to the Texas City Refinery. From February 1, 2013 forward, the terms and conditions of the Consent Decree as they relate to the Texas City Refinery shall exclusively apply to, be binding upon, and be enforceable against Blanchard to the same extent as if Blanchard were specifically identified and/or named in those provisions of the Consent Decree, except as provided in Paragraph 1.b of this amendment.

b. Blanchard shall not be responsible for any portion of the civil penalty provided for in Section IX of the Consent Decree, as amended, which the United States hereby acknowledges has been paid in full. Blanchard shall also not be responsible for any stipulated penalties that may have accrued for violations of the Consent Decree, as amended, based on actions, events, or failures to act occurring before February 1, 2013; provided that, if such violations continue or are ongoing after February 1, 2013, Blanchard shall be responsible for any stipulated penalties accruing after that date. In addition, notwithstanding any provision of the Ninth Amendment, Blanchard shall not be responsible for any of the requirements contained in the Second Joint Stipulation to Modify the Sixth Amendment. BP Products shall

remain exclusively responsible for completing all aspects of the Natural Gas Conversion SEP.

2. NSPS QQQ Corrective Actions.

a. Blanchard shall identify and implement any necessary corrective actions to remedy the violations of 40 C.F.R Part 60, Subparts A and QQQ identified in the NSPS QQQ Audit. These corrective actions shall, at a minimum, include the following:

- i. FCCU1 Pumpout Collection System: By no later than December 31, 2013, reroute the FCCU1 Flare knock out drum (F-503) drain from the oil water separator to the oil sump that pumps to the slop header.
- ii. PS3A Desalter PSV Reroute: By no later than December 31, 2013, reroute the PSV discharge from the sewer to a closed system.
- iii. Sewer and Flume Controls: By no later than five years from the date this Ninth Amendment to the Consent Decree is entered by the Court, control overflows of Aqueous Benzene Wastes from the battery unit separators in the eastern and central sectors of the Texas City Refinery (the "East Plant" and "Central Plant") by sealing or enclosing the overflows up to the secondary oil water separator. These corrective actions shall prevent the overflows from directly entering the flumes. Blanchard shall also control Aqueous Benzene Wastes from the tank farm drains in the East Plant and western sector of the refinery (the "West Plant"). All corrective actions and controls implemented

pursuant to this sub-paragraph shall, at a minimum, comply with the requirements of 40 C.F.R. Part 60, Subpart QQQ.

b. The requirements of Paragraph 2.a shall supersede the requirements of Paragraph 19.Y.ii.b of the Sixth Amendment and the East and Central Plant Overflow Control Study Summary and Implementation Plan submitted to EPA on December 17, 2010 by BP Products.

c. Schedule for Identifying Additional Corrective Actions. Within 180 Days of the date the Ninth Amendment to the Consent Decree is entered by the Court, Blanchard shall provide a written report to EPA (hereinafter the “180-Day Report”). The 180-Day Report shall identify any additional measures, beyond those required by sub-paragraph 2.a, that Blanchard intends to undertake or study to control overflows of Aqueous Benzene Wastes from the East Plant and Central Plant, prevent overflows of Aqueous Benzene Wastes from directly entering the flumes, control Aqueous Benzene Wastes from the East and West Plant tank farm drains, and comply with 40 C.F.R. Part 60, Subpart QQQ. Within 15 months of the date this Ninth Amendment to the Consent Decree is entered by the Court, Blanchard shall develop and submit to EPA an engineering analysis and plan of any measures selected from the 180-Day Report or any other measures necessary to comply with Paragraph 2.a.iii and 40 C.F.R. Part 60, Subpart QQQ (hereinafter the “15-Month Report”).

i. If Blanchard identifies any other violations of 40 C.F.R. Part 60, Subpart QQQ beyond those identified in the NSPS QQQ Audit as it performs the corrective actions required by sub-paragraph 2.c, Blanchard



may disclose such violations in the 180-Day Report and/or 15-Month Report. If Blanchard identifies any additional violations of 40 C.F.R. Part 60, Subpart QQQ after the 15-Month Report is submitted, Blanchard shall disclose such additional violations in a report that shall be submitted within 30 Days of the end of the Calendar Quarter in which the additional violations are identified (a "Quarterly Report"). A Quarterly Report is only required if additional violations of 40 C.F.R. Part 60, Subpart QQQ are identified in that Calendar Quarter. If Blanchard discloses such additional violations of Subpart QQQ, Blanchard shall also include a corrective action plan as part of the 180-Day Report, 15-Month Report, and/or Quarterly Report(s) that: (A) identifies all necessary corrective actions to resolve those violations or (B) explains how a previously identified corrective action will resolve the additional violation(s). These corrective actions shall be completed by no later than the time period required by sub-paragraph 2.d.

ii. While Blanchard is performing the corrective actions required by Paragraph 2, if any violations of the Benzene Waste Operations NESHAP, 40 C.F.R. Part 61, Subpart FF, or of RCRA, including, but not limited to, Section 3005(a) of RCRA, 42 U.S.C. § 6925(a), 40 C.F.R. Part 264, Subpart K, 40 C.F.R. Part 265, Subpart K, 40 C.F.R. §§ 262.11, 262.34, or 268.40, or counterpart requirements of the State of Texas' waste program as authorized by EPA under section 3006(b) of RCRA, 42 U.S.C. 6926(b), arise or occur as a result of wastewater discharges, storage, and/or

treatment in the Texas City Refinery's wastewater flumes and/or stormwater surge basins (including the shock basin), Blanchard may disclose such violations in the 180-Day Report, 15-Month Report, and/or Quarterly Report(s). If Blanchard discloses such additional violations, Blanchard shall also include: (A) a corrective action plan as part of the report that identifies all necessary corrective actions to resolve those violations, or (B) a statement in the report explaining how a previously identified corrective action(s) will resolve the additional violation(s). These corrective actions shall be completed by no later than the time period required by sub-paragraph 2.d.

iii. The United States reserves the right to assess and seek stipulated penalties pursuant to the Consent Decree, as amended, and/or civil penalties for violations disclosed in the Quarterly Report(s). However, nothing in this sub-paragraph is intended to limit or disqualify Blanchard from consideration under EPA's Audit Policy or any applicable State audit policy, on the grounds that information and/or violations timely disclosed by Blanchard in the Quarterly Report(s) was/were not discovered and disclosed timely and voluntarily.

iv. EPA reserves the right to review and comment upon the 180-Day Report, the 15-Month Report, and/or the Quarterly Report(s), subject to the Dispute Resolution provisions in Section XIV of the Consent Decree.

d. Schedule for Implementing Corrective Actions. By no later than five (5) years from the date this Ninth Amendment to the Consent Decree is entered by the

Court, Blanchard shall implement the corrective actions identified in the 180-Day Report, the 15-Month Report, and any Quarterly Report(s).

e. Final QQQ Notice. Within 60 Days of completing all corrective actions identified in the 180-Day Report, 15-Month Report, and any Quarterly Report(s), Blanchard shall submit a written report (hereinafter the “Final QQQ Notice”) to EPA, confirming that Blanchard has completed all of the corrective actions that it committed to undertake in the 180-Day Report, 15-Month Report, and any Quarterly Report(s).

3. RCRA Corrective Actions.

a. Cessation of Discharges. By no later than the time period required by subparagraph 2.a.iii, Blanchard shall eliminate the disposal, storage, and/or treatment of listed and/or characteristic hazardous wastes in the Texas City Refinery’s wastewater flumes and/or stormwater surge basins (including the shock basin).

b. As part of the 180-Day Report, Blanchard shall submit a plan to EPA outlining the measures it will take to eliminate the disposal, storage, and/or treatment of listed and/or characteristic hazardous wastes in the Texas City Refinery’s wastewater flumes and/or stormwater surge basins (including the shock basin).

c. Interim Measures to Prevent Discharges. Blanchard shall take all necessary actions to minimize the disposal, storage, and/or treatment of listed and/or characteristic hazardous wastes in the Texas City Refinery’s wastewater flumes and/or stormwater surge basins (including the shock basin) until the cessation of such discharges occurs. These actions include, but are not limited to, the following:

i. By no later than July 1, 2013, Blanchard shall commence implementation of studies and measures to minimize draining of benzene-containing wastes to the Texas City Refinery's East and Central Plant sewer systems.

ii. By no later than January 1, 2014, Blanchard shall establish and implement a routine schedule to clean and remove solids out of process unit oil/water separators in the East and Central Plants.

iii. By no later than May 1, 2014, Blanchard shall complete cleaning and maintenance of Tank 1056 and return it to operating service. Once Tank 1056 has been returned to operating service, Blanchard shall implement cleaning and maintenance of Tank 1054 and shall return Tank 1054 to operating service by no later than May 1, 2016. Cleaning and maintenance shall be conducted on a continuous basis until such actions are complete and both tanks are returned to operating service.

iv. By no later than April 1, 2014, Blanchard shall engineer and install covers on API Separator No. 3 (C & D cells) at the Texas City Refinery.

d. Closure Plan. Within 180 Days of the Effective Date of this Ninth Amendment, Blanchard shall submit a closure plan for the Texas City Refinery's wastewater flumes to the Texas Commission on Environmental Quality (TCEQ) for approval, with a copy sent to EPA. The closure plan shall meet the requirements of 30 T.A.C. § 335.8. Blanchard shall implement the submitted plan as approved or modified by TCEQ according to the schedule set by TCEQ. The parties acknowledge that the closure of Surge Basin No. 1, Surge Basin No. 2, Ballast Water Basin and

Shock Basin was accepted by the TCEQ via a letter dated December 18, 2012 in response to a Closure Certification Report dated October 24, 2012. TCEQ's December 18, 2012, letter identifies a continuing obligation to comply with 30 TAC § 335.4. If Blanchard identifies noncompliance with 30 TAC § 335.4, it shall report such noncompliance to TCEQ and EPA within thirty (30) Days of discovery, and thereafter implement agreed-upon further actions.

e. Sampling Plan and Monitoring.

- i. Within ninety (90) Days of the Effective Date of this Ninth Amendment, Blanchard shall develop and implement a sampling and analysis plan in accordance with the procedures set forth in "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods," EPA Publication SW-846 to sample wastewater that is discharged to the Texas City Refinery's wastewater flumes and stormwater surge basins (including the shock basin). The sampling and analysis plan shall be subject to EPA comment in accordance with Paragraphs 33.F.ii and 33.G. of the Consent Decree, as amended. The sampling and analysis plan shall be designed to detect VOCs, SVOCs, total metals, and pH in the wastewater, and shall use the corresponding method detection limits for such analytes in EPA Publication SW-846. The sampling and analysis plan shall provide that:
  - (A) samples of the water discharged into Surge Basin #1 be taken from the End-of-Line #4 pump station and/or the pump station from the wastewater flumes depending upon which stream(s) is/are being discharged to Surge Basin #1;
  - (B) samples of the water discharged into the Shock/Ballast

Water Basin be taken at the dedicated sump; and (C) samples from the Shock/Ballast Water Basin shall be representative of the water discharged into Surge Basin #2. Should an event occur in which water is discharged into Surge Basin #2 before water is discharged into the Shock/Ballast Water Basin, then Blanchard shall sample the water being discharged into Surge Basin #2. The sampling and analysis plan shall provide that when water is being discharged to one of Texas City Refinery's stormwater surge basins (including the shock basin), the samples shall be collected within the first sixty (60) minutes of the discharge event.

- ii. The sampling and analysis plan shall provide that Blanchard shall sample five locations in the wastewater flumes once per week for 90 Days after the sampling and analysis plan is implemented. Thereafter, Blanchard may submit a request, based on the results of the first three months of sampling, that the frequency and the constituents to be sampled pursuant to the sampling and analysis plan be reduced. Blanchard's request shall be subject to EPA approval in accordance with Paragraphs 33.F.i. and 33.G of the Consent Decree, as amended. However, if EPA does not respond in writing within 120 Days of Blanchard's request, the request shall be deemed disapproved and Blanchard shall have the right to invoke Dispute Resolution under Section XIV of the Consent Decree.
- iii. In addition to the sampling required by Paragraph 3.e.ii, within 120 Days after the Effective Date of the Ninth Amendment, Blanchard shall sample pursuant to the sampling and analysis plan after any rainfall

event that causes wastewater to be discharged into the Texas City Refinery's stormwater surge basins (including the shock basin).

- iv. Before disposing of any sediments in the Texas City Refinery's wastewater flumes or stormwater surge basins (including the shock basin), Blanchard shall sample the sediments for VOC's, SVOC's and total metals in accordance with EPA Publication SW-846.
- v. Blanchard shall submit the results of all sampling required by this Paragraph 3.e, along with the sample locations illustrated on an engineering diagram, in each Quarterly Report.

4. NSPS QQQ and Asbestos NESHAP Civil Penalty. Within 30 Days of the date this Ninth Amendment to the Consent Decree is entered by the Court, or within 30 Days of the receipt of payment instructions provided to BP Products by the Financial Litigation Unit of the U.S. Attorney's Office for the Northern District of Indiana, whichever is later, BP Products shall pay a civil penalty of \$950,000 to the United States (hereinafter the "Civil Penalty") by FedWire Electronic Funds Transfer ("EFT"). At the time of payment, BP Products shall send a copy of the EFT authorization form and the EFT transaction record, together with a transmittal letter, which shall state that the payment is for the civil penalty owed pursuant to this Ninth Amendment of the Consent Decree in United States v. BP Exploration & Oil Co., (Civil No. 2:96 CV 095 RL) to the United States, in accordance with Paragraph 82.A (Notices), as amended, by email to [acctsreceivable.CINWD@epa.gov](mailto:acctsreceivable.CINWD@epa.gov), and by mail to:

U.S. Environmental Protection Agency  
Fines and Penalties  
Cincinnati Finance Center  
P.O. Box 979077  
St. Louis, MO 63197-9000

The EFT authorization form, EFT transaction record, and transmittal letter shall all reference the civil action number, U.S. Attorney File Number, and DOJ case number: 90-5-2-1-08741/1.

Blanchard shall have no obligation under Paragraph 4.

5. Allocation of Heater and Boiler Firing Capacity.

a. The last sentence of Paragraph 15.B.i. of the Consent Decree, as modified by Paragraph 2 of the Seventh Amendment, is further modified to read as follows:

“For purposes of this subparagraph, 10,055.9 MMBtu in combined heater and boiler firing capacity shall be allocated to Blanchard, 4,973.5 MMBtu shall be allocated to the Whiting Refinery, and 8,008.6 MMBtu shall be allocated to the Carson, Cherry Point, and Toledo Refineries.”

b. The last sentence of Paragraph 15.B.ii. of the Consent Decree, as modified by Paragraph 3 of the Seventh Amendment, is hereby further modified to read as follows:

“For purposes of this subparagraph, 9,008.3 MMBtu in combined heater and boiler firing capacity shall be allocated to the Blanchard, 3,528.5 MMBtu shall be allocated to the Whiting Refinery, and 3701.2 MMBtu shall be allocated to the Carson, Cherry Point, and Toledo Refineries.”

c. Subparagraph F.i. of Paragraph 15 of the Consent Decree, as amended, is hereby further modified to read as follows:

F.i. Following installation of all controls required by Paragraph 15.B.i., BP shall demonstrate that the allowable emissions from the controlled heaters



and boilers at the Carson, Cherry Point, Toledo and Whiting Refineries satisfy the following inequality:

$$\sum_{i=1}^n (E_{\text{Final}})_i \leq \sum_{i=1}^n (E_{\text{Baseline}})_i - 5,921.1$$

Where:

$(E_{\text{Final}})_i$  = Permit allowable pounds of NOx per million Btu for heater or boiler  $i$  times the lower of permitted or maximum rated capacity in million Btu per hour for heater or boiler  $i$ ;

and

$(E_{\text{Baseline}})_i$  = The ton per year actual emissions shown in Appendix A for controlled heater or boiler  $i$ .

For purposes of this subparagraph, 5,039.4 tons per year of combined heater and boiler NOx emission reductions shall be allocated to the Whiting Refinery and 881.7 tons per year shall be allocated to the Carson, Cherry Point, and Toledo Refineries.

d. Subparagraph F.iv. of Paragraph 15 of the Consent Decree is hereby added to read as follows:

iv. Blanchard shall demonstrate that the allowable emissions from the controlled heaters and boilers at the Texas City Refinery satisfy the following inequality:

$$\sum_{i=1}^n (E_{\text{Final}})_i \leq \sum_{i=1}^n (E_{\text{Baseline}})_i - 3,368.9$$

Where:

$(E_{\text{Final}})_i$  = Permit allowable pounds of NOx per million Btu for heater or boiler  $i$  times the lower of permitted or maximum rated capacity in million Btu per hour for heater or boiler  $i$ ;

and

$(E_{\text{Baseline}})_i$  = The ton per year actual emissions shown in Appendix A for controlled heater or boiler i.

- e. Amended and restated Paragraph 15.I. is further amended to require that Blanchard operate and calibrate NO<sub>x</sub> CEMS on the following equipment: PS3B-402BE, PRS4-410 and PRS4-420. BP Products' obligation to install NO<sub>x</sub> CEMs at the Texas City Refinery pursuant to the Consent Decree, as amended, is subject to Paragraph 1.a herein.

6. EOL and EBU Sampling.

- a. Paragraph 19.N of the Consent Decree, as amended by the Sixth Amendment, is further amended by adding the following new sub-paragraph 19.N.i.c at the end of sub-paragraph 19.N.i:

19.N.i.c. As of the Effective Date of this Ninth Amendment to the Consent Decree, instead of conducting sampling of EOL2, EOL4, and the combined inlet of the F-8 and F-9 EBU tanks using GCs, as required by Paragraph 19.X of the Consent Decree, as amended, Blanchard shall sample EOL2 and EOL4 once every two weeks via grab samples, and shall sample the combined inlet of the F-8 and F-9 EBU tanks weekly via grab samples. As of the Effective Date of the Ninth Amendment, Blanchard shall determine compliance with the 6 BQ Option using the grab samples from EOL2 and EOL4, and based on the methods specified in 40 C.F.R. § 61.355(k). Except as specified herein with respect to EOL2, EOL4, and the combined inlet of the F-8 and F-9 EBU tanks, the

requirements of Paragraph 19.X. of the Consent Decree, as amended, remain in force.

7. Asbestos Compliance Measures.

a. Paragraph 24-B(B)(ii) of the Sixth Amendment to the Consent Decree is amended to read as follows by deleting the specification of example titles for supervisory employees and by clarifying that the obligation applies to each Plant Area:

**Supervisors.** By no later than one (1) year following the Date of Entry of the Sixth Amendment, Blanchard shall ensure that at least one full-time supervisory employee at each Plant Area within the Texas City Facility where ACM is located has successfully completed the U.S. EPA-approved training courses and periodic refresher courses required by 40 C.F.R. § 61.145(c)(8), as well as for the disciplines listed at 40 C.F.R. Part 763, Subpart E, Appendix C - Asbestos MAP, in the categories of Contractor/Supervisor (which also allows one to perform as a Worker) and Inspector.

b. Paragraph 24-B(B)(ii)(b) of the Sixth Amendment to the Consent Decree is deleted.

8. Stipulated Penalties.

BP Products and Blanchard shall be liable for stipulated penalties to the United States for violations of the Ninth Amendment as specified below. A violation includes failing to perform any obligation required by the terms of this Ninth Amendment, including any work plan or schedule approved under this Ninth Amendment, according to all applicable requirements of this

Ninth Amendment and within the specified time schedules established by or approved under this Ninth Amendment.

a. Late Payment of Civil Penalty. If BP Products fails to pay the civil penalty required to be paid under Paragraph 4 of this Ninth Amendment when due, BP Products shall pay a stipulated penalty of \$5,000 per Day for each Day that the payment is late, plus interest accruing from the date the payment was due, at the rate specified in 28 U.S.C. § 1961 as of the due date.

b. The following stipulated penalties shall accrue to Blanchard per violation per Day for each violation of Paragraphs 2-3 of the Ninth Amendment:

Penalty Per Violation Per Day	Period of Noncompliance
\$750	1st through 14th Day
\$1,250	15th through 30th Day
\$2,000	31st Day and beyond

Stipulated penalties for violations disclosed in Quarterly Reports pursuant to Paragraph 2.c herein shall accrue pursuant to the Consent Decree, as amended.

c. 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 Ninth Amendment. Per day penalties do not increase from one tier to the next unless the violations are continuous.

- d. BP Products and/or Blanchard shall pay any stipulated penalty within 30 Days of receiving the United States' written demand.
  - e. The United States may in the unreviewable exercise of its discretion, reduce or waive the amount of stipulated penalties that it seeks under this Consent Decree.
9. Effect of Entry of Ninth Amendment to the Consent Decree – BP Products.
- a. Upon the approval and entry of the Ninth Amendment, BP Products is hereby relieved of all obligations that it is required to perform under the Consent Decree, as amended, with respect to the Texas City Refinery as of February 1, 2013 and thereafter. BP Products shall retain liability for any violations of the Consent Decree that arose or occurred before February 1, 2013.
  - b. The Ninth Amendment shall not alter, modify, or amend BP Products' obligations under the Consent Decree, as amended, in any way, except as provided herein with respect to the Texas City Refinery.
  - c. Payment of the Civil Penalty shall resolve all civil liability of BP Products to the United States for the violations of: (i) 40 C.F.R. Part 60, Subparts A and QQQ at the Texas City Refinery arising from the affected facilities constructed, modified, or reconstructed as part of the historical refinery sewer changes identified as being subject to NSPS Subpart QQQ in Table 3-1 of the NSPS QQQ Audit Report (Table 3-1 is attached hereto as Exhibit 1) and (ii) 40 C.F.R. §§ 61.145(c)(1), 61.145(c)(6)(i), and 61.150(a)(1)(iii) arising from the asbestos removal work performed at the Texas City Refinery's Pipestill 3A process unit between November 2009 and February 2010.

10. Effect of Entry of Ninth Amendment to the Consent Decree – Blanchard.

a. NSPS QQQ. Provided that Blanchard has satisfactorily completed all of the requirements of Paragraph 2, submission of the Final QQQ Notice shall resolve, up to the date that the Final QQQ Notice is submitted, all civil liability of Blanchard to the United States for violations of 40 C.F.R. Part 60, Subparts A and QQQ at the Texas City Refinery that: (i) arise from the affected facilities constructed, modified, or reconstructed as part of the historical refinery sewer changes identified as being subject to NSPS Subpart QQQ in Table 3-1 of the NSPS QQQ Audit Report (Table 3-1 is attached hereto as Exhibit 1); and (ii) are disclosed by Blanchard in the 180-Day Report, 15-Month Report, and/or Quarterly Report(s).

b. Benzene Waste Operations NESHAP and RCRA. Provided that Blanchard has satisfactorily completed all of the requirements of Paragraphs 2-3 and paid any stipulated and/or civil penalties due to the United States, submission of the Final QQQ Notice shall resolve, up to the date that the Final QQQ Notice is submitted, all civil liability of Blanchard to the United States for violations disclosed by Blanchard pursuant to Paragraph 2(c)(ii) in the 180-Day Report, 15-Month Report, and/or Quarterly Report(s).

11. Notice. Paragraph 82 of the Consent Decree is hereby amended to include the following information:

As to Blanchard:

Environmental and Safety Manager,  
Refinery Operations  
Marathon Petroleum Company LP  
539 S. Main St.  
Findlay, OH 45840

Consent Decree Coordinator (QQQ Consent Decree)  
Marathon Petroleum Company LP  
539 S. Main St.  
Findlay, OH 45840

and

Assistant General Counsel – Environment, Safety & Security  
Marathon Petroleum Company LP  
539 S. Main St.  
Findlay, OH 45840

12. Each undersigned representative of BP Products, Blanchard, and the Acting 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 the Ninth Amendment and to execute and legally bind the Party he or she represents to this document.

13. The Ninth Amendment may be signed in counterparts, and its validity shall not be challenged on that basis.

**ORDER**

Before the taking of any testimony, without adjudication of any issue of fact or law, and upon the consent and agreement of the parties, it is:

ORDERED, ADJUDGED and DECREED that the foregoing Ninth Amendment to the Consent Decree is hereby approved and entered as a final order of this Court.

Dated and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

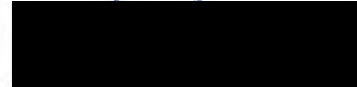
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Rudy Lozano  
United States District Judge

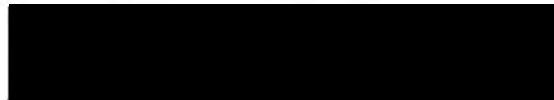


Subject to the notice and comment provisions of 28 C.F.R. § 50.7, THE UNDERSIGNED PARTIES enter into this Ninth Amendment to the Consent Decree entered in the matter of United States, et al., v. BP Exploration and Oil Co., et al., Civil No. 2:96 CV 095 RL (N.D. Ind.).

**FOR PLAINTIFF THE UNITED STATES OF AMERICA:**



ROBERT G. DREHER  
Acting Assistant Attorney General  
Environment and Natural Resources Division  
U.S. Department of Justice



STEVEN D. SHERMER  
Trial Attorney  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, DC 20044-7611

DAVID CAPP  
United States Attorney  
Northern District of Indiana

WAYNE AULT  
Assistant United States Attorney  
Northern District of Indiana  
5400 Federal Plaza, Suite 1500  
Hammond, IN 46320  
(219) 937-5650

Subject to the notice and comment provisions of 28 C.F.R. § 50.7, THE UNDERSIGNED PARTIES enter into this Ninth Amendment to the Consent Decree entered in the matter of United States, et al., v. BP Exploration and Oil Co., et al., Civil No. 2:96 CV 095 RL (N.D. Ind.).

**FOR THE UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY:**



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SUSAN SHINKMAN  
Director, Office of Civil Enforcement  
Office of Enforcement and Compliance Assurance  
United States Environmental Protection Agency  
Washington, D.C. 20460



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JOHN FOGARTY  
Associate Director, Office of Civil Enforcement  
Office of Enforcement and Compliance Assurance  
United States Environmental Protection Agency  
Washington, D.C. 20460

Subject to the notice and comment provisions of 28 C.F.R. § 50.7, THE UNDERSIGNED PARTIES enter into this Ninth Amendment to the Consent Decree entered in the matter of United States, et al., v. BP Exploration and Oil Co., et al., Civil No. 2:96 CV 095 RL (N.D. Ind.).

**FOR THE UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY,  
REGION 6:**



JOHN BLEVINS

Director

Compliance Assurance and  
Enforcement Division

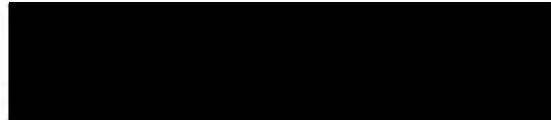
U.S. Environmental Protection Agency, Region 6

1445 Ross Ave.

Dallas, TX 75202-2733

THE UNDERSIGNED PARTIES enter into this Ninth Amendment to the Consent Decree entered in the matter of United States, et al., v. BP Exploration and Oil Co., et al., Civil No. 2:96 CV 095 RL (N.D. Ind.).

**FOR THE DEFENDANT BP PRODUCTS  
NORTH AMERICA INC.:**



ROBERT GENOVESE  
Vice President  
BP Products North America Inc.  
150 W. Warrenville Road  
Naperville, IL 60563



JESSICA L. GONZALEZ  
Senior Counsel  
BP America  
150 W. Warrenville Road  
Building 200, Office 1006V  
Naperville, IL 60563

**ATTORNEY FOR BP PRODUCTS NORTH  
AMERICA INC.**

THE UNDERSIGNED PARTIES enter into this Ninth Amendment to the Consent Decree entered in the matter of United States, et al., v. BP Exploration and Oil Co., et al., Civil No. 2:96 CV 095 RL (N.D. Ind.).

**FOR THE DEFENDANT BLANCHARD  
REFINING COMPANY LLC:**



R. D. BEDELL  
President - Blanchard Refining Company LLC  
539 South Main Street  
Findlay, OH 45840



VIRGINIA M. KING  
Assistant General Counsel  
Marathon Petroleum Company LP

**ATTORNEY FOR BLANCHARD REFINING  
COMPANY LLC.**

**EXHIBIT 1 (TABLE 3-1 OF NSPS QQQ AUDIT REPORT)**

Confidential Business Information

TABLE 3-1  
NSPS Subpart QQQ Applicability for Refinery Projects Since May 4, 1987  
NSPS Subpart QQQ Review and Audit  
BP Texas City Refinery

Project Number	Project Name	Year	Drains Added	Catch Basins Added	Junction Boxes Added	Oil Water Separators Added	Above-Grade Piping Added (ft)	Subject to NSPS Subpart QQQ?		Aggregate Facility: Project added new drains connected to new junction box	Exceeded 7% capital cost test	Aggregate Facility: Project added new drains, increased VOCs, and capital cost exceeded 7% Modification Cost Test	IDS: Project added components to previously affected IDS	Construction of new CWS	Construction of new IDS	Sewer changes commenced prior to May 4, 1987	Project was never implemented	Meets QQQ definition of storm water sewer system	IDS: Project added equipment subject to QQQ and increased VOCs, but capital cost did not exceed 7% threshold in Modification Cost Test	Project did not increase VOC emissions	Routine Maintenance Activity (1)	Project did not add or change QCC Standards		
								Yes	No															
1A	Hydrogen Recovery Unit (HRU) - Storm Sewers	1982	26	1		1					Yes				Yes									
1B	Hydrogen Recovery Unit (HRU) - Storm Sewers	1982	35							Yes														
2A	Residual Desalination Unit (RDU) - Storm Sewers	1982	41		6	1																		
2B	Residual Desalination Unit (RDU) - Storm Sewers	1982		13	9																			
3A	FCCU No. 3 Wet Gas Scrubber Process Water Sewer Components	2006	31								Yes													
3B	FCCU No. 3 Wet Gas Scrubber Drain System B	2006	8		1																			
3C	FCCU No. 3 Wet Gas Scrubber Drain System C	2006	6		1																			
4	FCCU No. 3 Selective Hydrogenation Unit (SHU)	2004	11																					
5A	Distillate Desulfurization Unit 300 (DDU 300) - Process Sewers	1983	13		1	1	200			Yes														
5B	Distillate Desulfurization Unit 300 (DDU 300) - Storm Sewers	1983	15		1	1	200																	
6A	Naphtha Desulfurization Unit (NDU) - Process Sewers	1983	43			1																		
6B	Naphtha Desulfurization Unit (NDU) - Storm Sewers	1983	176		6	2				Yes														
7A	Aromatics Unit No. 2 (AU2) - Process Sewers	1985	176		2	1				Yes														
7B	Aromatics Unit No. 2 (AU2) - Storm Sewers	1985	55		6	7																		
8	EE824 Stormwater Sewer Project	2010	10							Yes														
9	Torch 8 Blowdown Elimination Project	2007	5		2						Yes													
10	Pipestill 3B BSEL Blowdown Elimination Project	2007	5								Yes													
11	Pipestill 3B Hotwell Blowdown Elimination Project	2007	5								Yes													
12	FCCU No. 1 Blowdown Elimination Project	2007	1																					
13	Ultracluster Unit (ULC) Blowdown Elimination Project	2005	3								Yes													
14	Ultracluster Flare Blowdown Elimination Project	2005	15																					
15	Distillate Desulfurization Unit (DDU 300) Blowdown Elimination Project	2006	9							Yes														
16	Aromatics Recovery Unit (ARU) Blowdown Elimination Project	2005																						
17	Gas Feed Hydrotreater Unit (CFHU) Blowdown Elimination Project	2007																						
18	Pipestill 3A Blowdown Elimination Project	2010																						
19	Colker Blowdown Elimination Project	2010	2																					
20	Ultracluster Unit No. 3 (UU3) Blowdown Elimination Project	2009																						
21	Ultracluster Unit (ULC) Blowdown Elimination Project	2005																						
22	Catalytic Oxidizer at Lift Station No. 21	2010	10		1	2				Yes														
23	North/South Flume Lift Station No. 21, and Tank 1054	2/27/1987																						
24	Lift Station No. 18 Commissioned	2/27/1987																						
25	SDU Filter Press	1988			1																			
26	Tank 1054 Commissioned <sup>11</sup>	1989																						
27	Anecoo Tank Over WWTP and Surface Impoundments	1989																						
28	DAF Tank F-214 Commissioned	1990																						
29	API Separator No. 2 Replaced <sup>12</sup>	1988																						
30	Diversion Blocks installed in Sewers	1990																						

Yes Subject to NSPS Subpart QQQ  
No Not Subject to NSPS Subpart QQQ

[1] 40 CFR 60.143(1): Routine maintenance for a source category is not considered an NSPS Modification  
 [2] The manhole was replaced  
 [3] Project is a duplicate of Project 23  
 [4] Project is a duplicate of Project 35A  
 [5] This was done at 17 units and includes 24 drains associated with 24 separate junction boxes.  
 [6] Project is a duplicate of Project 61  
 [7] Project is a duplicate of Projects 55 and 56  
 [8] Project is a duplicate of Project 62  
 [9] Project is a duplicate of Project 33A  
 [10] Project is a duplicate of Project 33B  
 [11] Project is a duplicate of Project 64  
 [12] Project is a duplicate of Project 45

NOTES:  
The quantities listed for new drains, catch basins, and junction boxes added are the quantities constructed as part of the project. These quantities are not the total number of components added to the QCC program.

Confidential Business Information

TABLE 3-1 (cont'd)  
 NSPS Subpart CQO Applicability for Refinery Projects Since May 4, 1987  
 NSPS Subpart CQO Review and Audit  
 BP Texas City Refinery

Project Number	Project Name	Year	Drains Added	Catch Basins Added	Junction Boxes Added	Oil Water Separators Added	Above-Grade Piping Added (ft)	Subject to NSPS Subpart CQO?		Aggregate Facility: Project added new drains connected to new junction box	Aggregate Facility: Project exceeded 7% capital cost test	DS: Project added new oily water drains, increased VOCs, and capital cost exceeded 7% Modification Cost Test	IDS: Project added components to a previously affected DS	Construction of new OWS	Construction of new DS to May 4, 1987	Project was never implemented	Meets CQO definition of storm water sewer system	IDS: Project added equipment subject to CQO and increased VOCs, but capital cost did not exceed 7% threshold in Modification Cost Test	Project did not increase VOC emissions	Routine Maintenance Activity (1)	Project did not add or change Standards		
								Yes	No														
31	Two Dry Weather Sumps Installed at the Exchanger Pad <sup>[1]</sup>	circa 1990																					
32A	Tank 1055 Commissioned	1991				1								Yes									
32B	North Bay of Lift Station No. 21	1991			1														No				
33A	Lift Station No. 22 and Fred's Pond (Surge Basin No. 3)	1993		3	4																		
33B	Northwest Refinery Drainage Improvements	1993			2																		
33C	Drainage for Fred's Pond (Surge Basin No. 3)	1993	1																				
34	Process Waste Water Headers Built <sup>[4]</sup>	circa 1993/94																					
35A	Dry Weather Sumps and Process Waste Water Header Installed <sup>[5]</sup>	1992/93	24		24					Yes													
35B	Installed Covers on Unit Oil-Water Separators	1992/93																					
36	New Laboratory Constructed <sup>[4]</sup>	circa 1993/94																					
37	Lift Station No. 4 Modified by Re-arranging the Weir	circa 1993/94																					
38	Covered Dissolved Air Flotation Tanks	circa 1993/94																					
39	Cleaned Basins and Installed New Liners <sup>[7]</sup>	circa 1993/94																					
40	Drainage Conduit North of Tank 1056 Lined and Partially Covered	circa 1993/94																					
41	Aklylation Unit No. 3 (Akly 3) Debunzener Tower	1991	48		7					Yes													
42	Ultraformer Unit No. 4 (UUA) Packinox Heat Exchanger	1995	8																				
43	Ballast Water Pumped to Process Waste Water Header	circa 1995					800																
44	Benzene Storage Tank Conversion <sup>[4]</sup>	1995																					
45	Ultraformer Unit No. 3 (UUS) TUF Splitter	1996	22	5						Yes													
46	Ultraformer Unit No. 4 (UUA) Steam System Upgrade	1994	11																				
47	Pipstill 3B (PS3B) Heater Installations	circa 2000																					
48A	Green Power Cooling Tower Blowdown	2008																					
48B	Green Power Condensate Drains	2008	2																				
49	Selective Hydrogenation Unit (SHU) in Alkylation Unit No. 2 (Akly 2)	2009																					
50	Aromatics Recovery Unit (ARU) Solvent System Modified	2001																					
51	Elimination of Stormwater Runoff Sources	1992																					
52	ISOM NESHAP Project	1998																					
53	Oil Movements Control Center (OMCC)	1986																					
54	Laboratory Building Modernization	1989																					
55	Clean Out Surge Basin No. 1	1990																					
56	Clean Out Shock Basin	1990																					
57	Environmental Facilities Final Filter Replacement	1991																					
58	Modify/Replace DAF Equipment	1991																					
59A	Process Wastewater System <sup>[4]</sup>	1992																					
59B	Power Station No. 2 Drainage Improvements	1992		2	2																		
59C	Lift Station No. 11 thru No. 15 Weir Modifications	1991																					
60A	Northwest Refinery Drainage Improvements A <sup>[8]</sup>	1993																					

Yes Subject to NSPS Subpart CQO  
 No Not Subject to NSPS Subpart CQO

- [7] Project is a duplicate of Projects 55 and 56
- [8] Project is a duplicate of Project 62
- [9] Project is a duplicate of Project 33A
- [10] Project is a duplicate of Project 33B
- [11] Project is a duplicate of Project 64
- [12] Project is a duplicate of Project 45

- [1] 40 CFR 60.143(1): Routine maintenance for a source category is not considered an NSPS Modification
- [2] The mainline wire is replaced
- [3] Project is a duplicate of Project 23
- [4] Project is a duplicate of Project 35A
- [5] This was done at 17 units and includes 24 drains associated with 24 separate junction boxes.
- [6] Project is a duplicate of Project 61

NOTES:  
 The quantities listed for new drains, catch basins, and junction boxes added are the quantities constructed as part of the project. These quantities are not the total number of components added to the CQO program.



Confidential Business Information

TABLE 3-1 (cont'd)  
 NSPS Subpart QQQ Applicability for Refinery Projects Since May 4, 1987  
 NSPS Subpart QQQ Review and Audit  
 BP Texas City Refinery

Project Number	Project Name	Year	Drains Added	Catch Basins Added	Junction Boxes Added	Oil Water Separators Added	Above-Grade Pipeline Added (ft)	Subject to NSPS Subpart QQQ?		Aggregated facility. Project added new drains connected to new junction box	Aggregate Facility. Project exceeded 7% capital cost test	IDS: Project added new oily water drains, increased VOC%, and capital cost exceeded 7% Modification Cost Test	IDS: Project added components to a previously affected IDS	Construction of new OWS	Construction of new IDS	Sewer changes commenced prior to May 4, 1987	Project was never implemented	Meets QOC definition of storm water sewer system	IDS: Project added equipment subject to QOC and increased VOCs, but capital cost did not exceed 7% threshold in Modification Cost Test	Project did not increase VOC emissions	Routine Maintenance Activity (1)	Project did not add or change QOC	Standards		
								Yes	No																
60B	Northwest Refinery Drainage Improvements 8101	1983																							
60C	Water Treatment Plant No. 1 Drainage Improvements	1982																							
60D	Lift Station No. 1, 2 and 3 Piping Reroute at Lift Station No. 21	1992			7			1300				Yes								No					
60E	Lift Station No. 18 Piping Reroute	1992						200																	
60F	Lift Station No. 19 Piping Reroute	1992						100																	
60G	Lift Station No. 17 Clean Water Discharge	1992			3			100																	
60H	Surge Basin No. 2 Piping Reroute	1992						200																	
60(I)	API Separator No. 3 OSBL Sewer System Bypass	1992						280																	
60(J)	API Separator No. 3 OSBL Sewer System Bypass	1992						200					Yes												
60(K)	API Separator No. 1 Stormwater Bypass	1992						500				Yes	Yes												
60L	Vacuum Truck Discharge Routed to Process Waste Water Header	1992			3			500					Yes												
60M	West Plant Tank Turnaround Headers	1992						213					Yes												
60N	Power Station No. 4 Lift Station Discharge Reroute	1992						15000					Yes												
60O	West Plant Storm Sewer Improvements	1992						200									No								
60P	Refinery Drainage Improvements - Tunnels	1992															No								
61	New Laboratory	1984	>10		2												No								
62	Benzene Storage Tank Conversion	1994																							
63	Dry Weather Sump Pump Replacement	1997																							
64	West Plant Sewer Improvements (Box 1)	1997																							
65	West Plant Sewer Improvements (Box 2)(1)	1997																							
66A	Ultraformer Unit No. 3 (LUJ) NESHA Project	1998																							
66B	Residual Hydrotreating Unit (RHU) NESHA Project	1998																							
67	Outside Facilities Plant Air Compressor and Dryer	12/22/1987																							
68	Replacement of F-805 KO Drum at Flare No. 3	1984																							
69	Replacement of F-804 KO Drum at Flare No. 4	1984																							
70	311-E Depropanizer/Debutanizer Conversion at Ultraformer Unit No. 3 (LUJ)	1982																							
71	Improved Reformate Fractionation Project at Ultraformer Unit No. 3 (LUJ)(2)	1985																							
72	Exchanger Cleaning Facility East of Power Station No. 3	1986																							
73	Installation of Dry Weather Sump at Environmental Facilities	1987																							
74	Reroute of Process Waste Water Header	2009						>1000					Yes												

(1) 49 CFR 60.143(1). Routine maintenance for a source category is not considered an NSPS Modification  
 (2) The mantle was replaced  
 (3) Project is a duplicate of Project 23  
 (4) Project is a duplicate of Project 35A  
 (5) This was done at 17 units and includes 24 drains associated with 24 separate junction boxes.  
 (6) Project is a duplicate of Project 61

(7) Project is a duplicate of Projects 55 and 56  
 (8) Project is a duplicate of Project 62  
 (9) Project is a duplicate of Project 33A  
 (10) Project is a duplicate of Project 33B  
 (11) Project is a duplicate of Project 84  
 (12) Project is a duplicate of Project 45

NOTES:  
 The quantities listed for new drains, catch basins, and junction boxes added are the quantities constructed as part of the project. These quantities are not the total number of components added to the QOC program.

Yes  Subject to NSPS Subpart QQQ  
 No  Not Subject to NSPS Subpart QQQ