UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 6
1445 Ross Avenue, Suite 1200
Dallas, Texas 75202 - 2733

SEP 1 2015

Ms. Virginia King
Assistant General Counsel
Marathon Petroleum Company LP
539 South Main Street
Findlay, Ohio 45840-3295

Re: *In the Matter of Marathon Petroleum Company LP*, Docket No. CAA-06-2015-3348

Dear Ms. King:

Enclosed please find your copy of the Consent Agreement and Final Order ("CAFO") for the above referenced matter. The CAFO has been signed on behalf of EPA and filed with the Regional Judicial Officer. Please note the penalty payment is due within thirty (30) days of the effective date.

Thank you for your assistance in resolving this matter. Should you have any questions, please contact Ms. Angela Hodges, Assistant Regional Counsel at (214) 665-2796 or hodges.angela@epa.gov.

Sincerely,

John Blevins
Director
Compliance Assurance and
Enforcement Division

Enclosure

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6
DALLAS, TEXAS

IN THE MATTER OF:	
MARATHON PETROLEUM COMPANY LP FINDLAY, OHIO	DOCKET NO. CAA-06-2015-3348
LOUISIANA REFINING DIVISION GARYVILLE, LOUISIANA	
RESPONDENT	

CONSENT AGREEMENT AND FINAL ORDER

The Director of the Compliance Assurance and Enforcement Division of the United States Environmental Protection Agency (EPA), Region 6 (Complainant) and Marathon Petroleum Company LP (Respondent) in the above-referenced proceeding, hereby agree to resolve this matter through the issuance of this Consent Agreement and Final Order (CAFO).

I. PRELIMINARY STATEMENT

1. This proceeding for the assessment of civil penalties is brought by EPA pursuant to Section 113(d) of the Clean Air Act (CAA), 42 U.S.C. § 7413(d), and is simultaneously commenced and concluded through the issuance of this CAFO pursuant to 40 C.F.R. §§ 22.13(b), 22.18(b)(2) and (3), and 22.34.

2. For the purposes of this proceeding, the Respondent admits the jurisdictional allegations contained herein; however, the Respondent neither admits nor denies the specific factual allegations or conclusions of law contained in this CAFO.

3. The Respondent explicitly waives any right to contest the allegations and its right to appeal the proposed Final Order set forth therein, and waives all defenses which have been raised or could have been raised to the claims set forth in the CAFO.

4. Compliance with all the terms and conditions of this CAFO shall only resolve Respondent's liability for civil penalties for those claims which are set forth herein.

5. The Respondent consents to the issuance of the CAFO, to the assessment and payment of the civil penalty in the amount and by the method set forth in this CAFO, and the conditions specified in the CAFO.

6. Each undersigned representative of the parties to this agreement certifies that he or she is fully authorized by the party represented to enter into the terms and conditions of this agreement, to execute it, and to legally bind that party to it.

7. This CAFO shall apply to and be binding upon the Respondent and its successors and assigns.

II. FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. PRELIMINARY ALLEGATIONS

8. Marathon Petroleum Company LP (Respondent) is a Delaware limited partnership authorized to do business in the State of Louisiana.

9. "Person" is defined in Section 302(e) of the CAA, 42 U.S.C. § 7602(e), as "an individual, corporation, partnership, association, State, municipality, political subdivision of a State, and any agency of the United States and any officer, agent, or employee thereof."

10. The Respondent is a "person" as defined by Section 302(e) of the CAA, 42 U.S.C. § 7602(e), and within the meaning of Section 113(d) of the CAA, 42 U.S.C. § 7413(d).

11. The Respondent owns and operates a refinery located at the intersection of Highway 61 and Marathon Avenue, Garyville, Louisiana 70669.

12. "Stationary source" is defined by Section 112(r)(2)(C) of the CAA, 42 U.S.C. § 7412(r)(2)(C), and 40 C.F.R. § 68.3 as meaning:

> any buildings, structures, equipment, installations or substance emitting stationary activities which belong to the same industrial group, which are located on one or more contiguous properties, which are under the control of the same person (or persons under common control), and from which an accidental release may occur.

13. The Respondent's facility identified in Paragraph 11 is a "stationary source" as that term is defined by Section 112(r)(2)(C) of the CAA, 42 U.S.C. § 7412(r)(2)(C), and 40 C.F.R. § 68.3.

14. The Respondent is the owner and/or operator of the stationary source identified in Paragraph 11.

15. Hydrogen Sulfide, Hydrofluoric Acid, Butane, Ethane, Hydrogen, Methane, Pentane, and Propane are each a "regulated substance", as set forth in 40 C.F.R. § 68.130.

16. "Process" is defined in 40 C.F.R. § 68.3 as meaning:

> any activity involving a regulated substance including any use, storage, manufacturing, handling, or on-site movement of such substances, or combination of activities. For the purpose of this definition, any group of vessels that are interconnected, or separate vessels that are located such that a regulated substance could be involved in a potential release, shall be considered a single process.

17. The Respondent has the following processes at the stationary source identified in Paragraph 11:

A. Unit 211 Naptha Hydrotreater;
B. Unit 210 Crude;
C. Unit 205 Delayed Coker;
D. Unit 212 – CCR Platformer;
E. Unit 214 Kerosene Hydrotreater;
F. Unit 222 Saturates Gas and Merox;
G. Unit 243 Fuel Gas Treater;

H. Unit 259 Flare System (Ground Flare);
I. Unit 10 Crude Unit;
J. Unit 22- Saturated Gas Plant;
K. Unit 23 – Saturated Propane Merox;
L. Unit 24 Saturated Butane Merox;
M. Unit 43 -- Fuel System;
N. Unit 59 – Flare System;
O. Unit 7 – Rose Unit;
P. Unit 8 – Light Straight Run Hydrotreater;
Q. Unit 9 -- Penex Unit;
R. Unit 27 – HF Alkylation;
S. Unit 28 – Butane Isomerization;
T. Unit 16 – FCC Gas Merox;
U. Unit 17 – FCC Unsaturated LPG Merox;
V. Unit 25 – Fluid Catalytic Cracker Unit;
W. Unit 26 – FCC Gas Concentration;
X. Unit 11 – Naphtha Hydrotreater;
Y. Unit 12 – Platformer;
Z. Unit 14. Light Gas Oil Unit;
AA. Unit 15 – Heavy Gas Oil Hydrotreater;
BB. Unit 19 – Amine/Sour Water Stripper;
CC. Unit 21 – Tail Gas;
DD. Unit 66 (250-1/250-2) - Refrigerator Storage (Flammable Mixture);
EE. Unit 63 – Tank Farm;
FF. Unit 64 – Railcar Rack;
GG. Unit 46 – Propylene Splitter;
HH. Unit 5 – Coker Unit;
II. Unit 55 – Gasoline Desulfurization Unit (GDU);
JJ. Unit 56 – Distillate Hydrotreater (NDHT);
KK. Unit 234 Sulfur Recovery;
LL. Unit 215 Hydrocracker; and,
MM. Domain 5 Sulfur Complex (Units 20, 32, 34, 45, 47, 48, 220, 221, 232, 233, & 247).

18. 40 C.F.R. § 68.130 specifies the following threshold quantities for the regulated substances listed below:

A. Flammable Mixtures containing one percent or greater[1] of one or more of the following: Butane, Ethane, Hydrogen, Methane, Pentane, and Propane – 10,000 pounds;

B. Hydrogen Sulfide – 10,000 pounds; and,

[1] See 40 C.F.R. § 68.115.

C. Hydrofluoric Acid – 1,000 pounds.

19. The Respondent has exceeded the threshold quantity for one or more of the following regulated substances at the processes identified in Paragraph 17:

A. Flammable Mixtures containing one percent or greater of one or more of the following: Butane, Ethane, Hydrogen, Methane, Pentane, and Propane;

B. Hydrogen Sulfide; and,

C. Hydrofluoric Acid.

20. "Covered process" is defined in 40 C.F.R. § 68.3 as meaning "a process that has a regulated substance present in more than a threshold quantity as determined under § 68.115."

21. Each process identified in Paragraph 17 is a "covered process" as that term is defined by 40 C.F.R. § 68.3.

22. The covered processes identified in Paragraph 17 are subject to the "Program 3" requirements of the Risk Management Program (RMP) regulations and must, among other things, comply with the Program 3 Prevention Program of 40 C.F.R. Part 68, Subpart D.

23. On or about April 29 – May 2, 2013, an EPA inspector conducted an inspection of the Respondent's facility.

24. Section 113(d)(1) of the CAA, 42 U.S.C. § 7413(d)(1), authorizes EPA to bring an administrative action when penalties that exceed $320,000[2] or when the first alleged date of violation occurred more than twelve (12) months prior to the initiation of the action, if the

[2] The maximum penalty that can be assessed (without a waiver) under Section 113 of the Clean Air Act was increased by the Civil Monetary Penalty Inflation Adjustment Rule codified at 40 C.F.R. Part 19 to $220,000 for violations occurring between January 30, 1997 and March 15, 2004, to $270,000 for violations occurring between March 15, 2004 and January 12, 2009, to $295,000 for violations occurring between January 12, 2009 and December 6, 2013, and to $320,000 for violations occurring after December 6, 2013.

Administrator and the United States Attorney General jointly determine that the matter is appropriate for administrative action.

25. EPA and the U.S. Department of Justice have jointly determined that the Complainant can administratively assess a civil penalty even though the penalty might exceed the statutory amount and the alleged violations have occurred more than twelve (12) months prior to the initiation of the administrative action.

B. VIOLATIONS

Count One – Operating Procedures

26. 40 C.F.R. § 68.69(c) provides that the operating procedures shall be reviewed as often as necessary to assure that they reflect current operating practice, including changes that result from changes in process chemicals, technology, and equipment, and changes to stationary sources. The owner or operator shall certify annually that these operating procedures are current and accurate.

27. As of December 31, 2013, Marathon failed to certify annually at least fourteen operating procedures.

Count Two – Mechanical Integrity

28. 40 C.F.R. § 68.69(d)(1) requires that inspections and tests shall be performed on process equipment, and § 68.69(d)(2) that the inspection and test procedures employed shall follow recognized and generally accepted good engineering practices.

29. As of December 31, 2013, Marathon failed to schedule and conduct inspections and tests on at least sixteen components in covered processes at the facility.

Count Three – Equipment Deficiencies

30. 40 C.F.R. § 68.73(f)(2), provides that appropriate checks and inspections shall be performed to assure that equipment is installed properly and consistent with design specifications and the manufacturer's instructions.

31. Pursuant to the Respondent's Specification for Removable Insulation Covers, SP-80-08 (REV. 5, dated 1/27/1995), an "Air Gap" is required to leave bolts exposed in the following services:

A. 4" thru 8" flanges, above 400° F operating - 2" Air Gap at flange mate up.

B. 10" and above flanges, above 250° F operating - leave 3/4" Air Gap at flange mate up.

32. On July 29, 2010, a small fire occurred under insulation on a flange on the inlet of Reactor #2 in the Unit 212 Reformer.

33. An insulation blanket was inappropriately placed on the hot flange thereby allowing an Air Gap and the studs to become overheated and stretch, which then resulted in a small flange leak that auto-ignited.

34. The unit was shut down and depressurized. Prior to restarting the unit, the insulation blanket was removed and the flange gasket and studs were replaced and torqued.

35. On August 18, 2010, another small fire occurred under insulation on a flange on the outlet of Reactor #3 in the Unit 212 Reformer.

36. This fire was also caused by an insulation blanket inappropriately being placed on the hot flange.

37. As in the previous fire, the insulation allowed the studs to become overheated and stretch, which then resulted in a small flange leak which auto-ignited.

38. The fire was snuffed-out with steam hoses and the insulation blanket removed.

39. Marathon failed to follow design specifications described in Paragraph 31 requiring Air Gaps above certain temperatures for a Reactor #2 flange and a Reactor #3 flange in the Unit 212 Reformer as described in Paragraphs 32 and 35, respectively.

Count Four –Incident Investigation

40. The factual allegations of Count Three relating to the June 29, 2010 and August 18, 2010, fires are restated herein.

41. According to 40 C.F.R. § 68.81(e) owners or operators must establish a system to promptly address and resolve the incident report findings and recommendations and to document these resolutions and corrective actions.

42. Pursuant to the Respondent's Thermal and Acoustic Insulation Refining Core Specification SP-80-01 (REV. 19, dated 12/21/2011), any fixed or rotating equipment nozzle flanges operating above 400° F shall not be insulated.

43. On February 7, 2013, a fire occurred under insulation surrounding a flange on the 2501 Reactor Outlet Line in the Distillate Hydrotreater, Unit 56.

44. An insulation blanket was inappropriately placed on the hot flange thereby allowing the studs to become overheated and stretch, which then resulted in a small flange leak that auto-ignited.

45. The fire was extinguished with water and steam, and the insulation was removed.

46. Marathon failed to promptly address and resolve the July 29, 2010, and August 18, 2010, incident report findings and recommendations, which allowed a third incident to occur involving the improper use of insulation blankets.

III. TERMS OF SETTLEMENT

A. CIVIL PENALTY

47. For the reasons set forth above, the Respondent has agreed to pay a civil penalty of Fifty-Four Thousand Dollars ($54,000).

48. Within thirty (30) days of the effective date of this CAFO, the Respondent shall pay the assessed civil penalty by certified check, cashier's check, or wire transfer, made payable to "Treasurer, United States of America, EPA - Region 6." Payment shall be remitted in one of three (3) ways: regular U.S. Postal mail (including certified mail), overnight mail, or wire transfer. For regular U.S. Postal mail, U.S. Postal Service certified mail, or U.S. Postal Service express mail, the check should be remitted to:

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

For overnight mail (non-U.S. Postal Service, e.g. Fed Ex), the check should be remitted to:

U.S. Bank
Government Lockbox 979077
US EPA Fines & Penalties
1005 Convention Plaza
SL-MO-C2-GL
St. Louis, MO 63101
Phone No. (314) 418-1028

For wire transfer, the payment should be remitted to:

Federal Reserve Bank of New York
ABA: 021030004
Account No. 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, NY 10045

Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency" with a phone number of (412) 234-4381".

PLEASE NOTE: Docket Number CAA-06-2015-3348 shall be clearly typed on the check or other method of payment to ensure proper credit. If payment is made by check, the check shall also be accompanied by a transmittal letter and shall reference the Respondent's name and address, the case name, and docket number of the CAFO. If payment is made by wire transfer, the wire transfer instructions shall reference the Respondent's name and address, the case name, and docket number of the CAFO. The Respondent shall also send a simultaneous notice of such payment, including a copy of the check and transmittal letter, or wire transfer instructions to the following:

Marie Stucky
Enforcement Officer
Surveillance Section (6EN-AS)
U.S. EPA, Region 6, Suite 1200
1445 Ross Avenue
Dallas, TX 75202

Lorena Vaughn
Regional Hearing Clerk (6RC-D)
U.S. EPA, Region 6
1445 Ross Avenue, Suite 1200
Dallas, TX 75202-2733

The Respondent's adherence to this request will ensure proper credit is given when penalties are received in the Region.

49. The Respondent agrees not to claim or attempt to claim a federal income tax deduction or credit covering all or any part of the civil penalty paid to the United States Treasurer.

50. If the Respondent fails to submit payment within thirty (30) days of the effective date of this Order, the Respondent may be subject to a civil action to collect any unpaid portion of the assessed penalty, together with interest, handling charges and nonpayment penalties as set forth below.

51. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, unless otherwise prohibited by law, EPA will assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim. Interest on the civil penalty assessed in this CAFO will begin to accrue thirty (30) days after the effective date of the CAFO and will be recovered by EPA on any amount of the civil penalty that is not paid by the respective due date. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 13.11(a). Moreover, the costs of the Agency's administrative handling of overdue debts will be charged and assessed monthly throughout the period the debt is overdue. See 40 C.F.R. § 13.11(b).

52. EPA will also assess a $15.00 administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the payment is due and an additional $15.00 for each subsequent thirty (30) day period that the penalty remains unpaid. In addition, a penalty charge of up to six percent per year will be assessed monthly on any portion of the debt which remains delinquent more than ninety (90) days. See 40 C.F.R. § 13.11(c). Should a penalty charge on the debt be required, it shall accrue from the first day payment is delinquent. See 31 C.F.R. § 901.9(d). Other penalties for failure to make a payment may also apply.

53. Pursuant to Section 113(d)(5) of the CAA, 42 U.S.C. § 7413(d)(5), any person who fails to pay on a timely basis a civil penalty ordered or assessed under this section shall be

required to pay, in addition to such penalty and interest, the United States enforcement expenses, including but not limited to, attorneys' fees and costs incurred by the United States for collection proceedings, and a quarterly nonpayment penalty for each quarter during which such failure to pay persists. Such nonpayment penalty shall be 10 percent of the aggregate amount of such Respondent's outstanding penalties as set forth in Paragraph 47 and nonpayment penalties, accrued as of the beginning of each quarter.

54. This CAFO is considered an "enforcement response" for the purpose of demonstrating a "history of noncompliance" under the Clean Air Act Stationary Source Penalty Policy, and the Combined Enforcement Policy for Clean Air Act Sections 112(r)(1), 112(r)(7), and 40 C.F.R. Part 68 (June 2012).

B. SUPPLEMENTAL ENVIRONMENTAL PROJECT

55. The Respondent shall undertake the following supplemental environmental project (SEP), which the parties agree is intended to secure significant environmental or public health protection and improvement.

56. The Respondent has selected the St. John the Baptist Parish Department of Emergency Preparedness ("St. John"), LaPlace Louisiana, to receive the SEP. Within two hundred seventy (270) days of the effective date of this CAFO, Respondent shall purchase, at its sole expense, approximately 41 MSA G1 SCBA air packs for St. John.

57. The SEP will improve St. John's ability to safely respond to chemical emergencies. As such, the SEP will protect the health of St. John's first responders and increase the potential for reducing exposure of humans and the environment to chemical releases.

58. The Respondent is responsible for the satisfactory completion of the SEPs. The total expenditure for the SEPs described in Paragraph 56 shall be no less than Two Hundred Two

Thousand Five Hundred Dollars ($202,500). The Respondent hereby certifies that the cost information provided to EPA in connection with EPA's approval of the SEP is complete and accurate, and that the Respondent in good faith estimates that the cost to implement the SEP is no less than Two Hundred Two Thousand Five Hundred Dollars ($202,500). Eligible SEP costs do not include inventory on hand, overhead, additional employee time and salary, administrative expenses, legal fees, and oversight of a contractor. The Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report.

59. The Respondent hereby certifies that as of the date of this CAFO, the Respondent is not required to perform or develop the SEP by any federal, state or local law or regulation; nor is the Respondent required to perform or develop the SEP by any other agreement, grant, or as injunctive relief in this or any other case. The Respondent further certifies that the SEP was not a project that the Respondent was planning or intending to construct, perform, or implement other than in settlement of this action. Finally, the Respondent certifies that it has not received, and is not presently negotiating to receive credit in any other enforcement action for this SEP, and that the Respondent will not receive reimbursement for any portion of the SEP from another person or entity.

60. The Respondent also certifies that it is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as the SEP described in Paragraph 56, and that it has inquired of St. John whether either is a party to an open federal financial assistance transaction that is funding or could fund the same activity as the SEP and has been informed by the St. John that neither is a party to such a transaction.

61. Any public statement, oral or written, in print, film, or other media, made by the Respondent making reference to the SEP under this CAFO from the date of its execution of this

CAFO shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action against Marathon Petroleum Company LP, taken on behalf of the EPA to enforce federal laws."

62. For federal income tax purposes, the Respondent agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP.

SEP Completion Report

63. The Respondent shall submit a SEP Completion Report to EPA within thirty (30) days after completion of the SEP. The SEP Completion Report shall contain the following information:

A. A description of the SEP as implemented;

B. A description of any operating or logistical problems encountered and the solutions thereto;

C. Copies of receipts for all expenditures and a written confirmation from St. John that it has received the MSA G1 SCBA air packs; and

D. Certification that the SEP has been fully implemented pursuant to the provisions of this CAFO.

64. The Respondent agrees that failure to timely submit the final SEP Completion Report shall be deemed a violation of this CAFO and Respondent shall become liable for stipulated penalties pursuant to Paragraph 67.

65. In itemizing its costs in the SEP Completion Report, Respondent shall clearly identify and provide acceptable documentation for all eligible SEP costs. Where the SEP Completion Report includes costs not eligible for SEP credit, those costs must be clearly

identified as such. For purposes of this Paragraph, "acceptable documentation" includes invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment is being made. Canceled drafts do not constitute acceptable documentation unless such drafts specifically identify and itemize the individual costs of the goods and/or services for which payment is being made.

66. The Respondent shall submit the following certification in the SEP Completion Report, signed by a responsible corporate official:

> I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

Stipulated Penalties for Failure to Complete SEP/Failure to Spend Agreed-On Amount

67. If the Respondent fails to complete the SEP described in Paragraph 56 by two hundred seventy (270) days of the effective date of this CAFO and/or to the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP described in Paragraph 58 above, the Respondent agrees to pay a lump sum stipulated penalty of one hundred thirty percent (130%) of the minimum SEP amount set forth in Paragraph 58, minus documented costs already expended by the Respondent in pursuit of the SEP, payable not later than thirty (30) days of receipt by the Respondent of a written demand by EPA for such penalty. The method of payment shall be in accordance with the provisions of Paragraph 48. In the event that circumstances outside of the Respondent's control (e.g. shipping delays, discontinuation or unavailability of equipment subject to the SEP) will delay or make impossible the timely performance of some or all of the SEP, the Respondent will provide notice to EPA within fifteen

(15) calendar days of the Respondent's actual notice of such circumstances and may, at its election, propose a reasonable alternative schedule and/or substitution of equivalent equipment to EPA to be satisfactorily completed in lieu of payment of the stipulated penalty. EPA may, in its discretion, accept the Respondent's proposal, which acceptance shall not be unreasonably withheld.

68. The EPA may, in its unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this CAFO.

C. NOTIFICATION

69. Unless otherwise specified elsewhere in this CAFO, whenever notice is required to be given, whenever a report or other document is required to be forwarded by one party to another, or whenever a submission or demonstration is required to be made, it shall be directed to the individuals specified below at the addresses given (in addition to any action specified by law or regulation), unless these individuals or their successors give notice in writing to the other party that another individual has been designated to receive the communication:

Complainant:

Marie Stucky
Enforcement Officer
Surveillance Section (6EN-AS)
U.S. EPA, Region 6, Suite 1200
1445 Ross Avenue
Dallas, TX 75202

Respondent:

Ms. Virginia King
Assistant General Counsel
Marathon Petroleum Company LP
539 South Main Street
Findlay, Ohio 45840-3295

D. COMPLIANCE

70. The Respondent hereby certifies that, as of the date of the execution of this CAFO, the facility identified in Paragraph 11 has corrected the violations alleged herein.

E. MODIFICATION

71. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except as otherwise specified in this CAFO, or upon the written agreement of the Complainant and the Respondent, and approved by the Regional Judicial Officer, and such modification or amendment being filed with the Regional Hearing Clerk.

F. RETENTION OF ENFORCEMENT RIGHTS

72. EPA does not waive any rights or remedies available to EPA for any other violations by the Respondents of Federal or State laws, regulations, or permitting conditions.

73. Nothing in this CAFO shall relieve the Respondent of the duty to comply with Section 112(r) of the CAA, 42 U.S.C. § 7412(r), and 40 C.F.R. Part 68.

74. Nothing in this CAFO shall limit the power and authority of EPA or the United States to take, direct, or order all actions to protect public health, welfare, or the environment, or prevent, abate or minimize an actual or threatened release of hazardous substances, pollutants, contaminants, hazardous substances on, at or from the Respondent's facility whether related to the violations addressed in this CAFO or otherwise. Furthermore, nothing in this CAFO shall be construed or to prevent or limit EPA's civil and criminal authorities, or that of other Federal, State, or local agencies or departments to obtain penalties or injunctive relief under other Federal, State, or local laws or regulations.

75. The Complainant reserves all legal and equitable remedies available to enforce the provisions of this CAFO. In any such action to enforce the provisions of this CAFO, the

Respondent shall not assert, and may not maintain, any defense of laches, statute of limitations, or any other equitable defense based on the passage of time. This CAFO shall not be construed to limit the rights of the EPA or United States to obtain penalties or injunctive relief under the CAA or its implementing regulations, or under other federal or state laws, regulations, or permit conditions.

76. In any subsequent administrative or judicial proceeding initiated by the Complainant or the United States for injunctive relief, civil penalties, to enforce the provisions of this CAFO, or other appropriate relief relating to this Facility, the Respondent shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the Complainant or the United States in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims for civil penalties that have been specifically resolved pursuant to this CAFO.

77. The Respondent waives any right it may possess at law or in equity to challenge the authority of the EPA or the United States to bring a civil action in a United States District Court to compel compliance with this CAFO and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action. The Respondent also consents to personal jurisdiction in any action to enforce this CAFO in the appropriate Federal District Court.

78. The Respondent also waives any and all remedies, claims for relief, and otherwise available rights to judicial or administrative review that the Respondent may have with respect to any issue of law or fact set forth in this CAFO, including any right of judicial review under Section 307(b)(1) of the CAA, 42 U.S.C. § 7607(b)(1).

79. This CAFO is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. The Respondent is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits. The Respondent's compliance with this CAFO shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The Complainant does not warrant or aver in any manner that the Respondent's compliance with any aspect of this CAFO will result in compliance with provisions of the CAA or with any other provisions of federal, State, or local laws, regulations, or permits.

G. COSTS

80. Each party shall bear its own costs and attorney's fees.

H. TERMINATION

81. At such time as the Respondent believes it is in compliance with all of the requirements of this CAFO, it may request that EPA concur whether all of the requirements of this CAFO have been satisfied. Such request shall be in writing and shall provide the necessary documentation to establish whether there has been full compliance with the terms and conditions of this CAFO. EPA will respond to said request in writing within ninety (90) days of receipt of the request. This CAFO shall terminate when all actions required to be taken by this CAFO have been completed, and the Respondents have been notified by the EPA in writing that this CAFO has been satisfied and terminated or ninety (90) days after U.S. EPA's receipt of Respondent's written request if EPA fails to respond.

I. EFFECTIVE DATE

82. This CAFO, and any subsequent modifications, become effective upon filing with the Regional Hearing Clerk.

THE UNDERSIGNED PARTIES CONSENT TO THE ENTRY OF THIS CONSENT AGREEMENT AND FINAL ORDER:

FOR THE RESPONDENT:

Marathon Petroleum Company LP
By: MPC Investment LLC, its General Partner

Date: 8/28/15

R. D. Bedell

FOR THE COMPLAINANT:

Date: 9·1·15

John Blevins
Director
Compliance Assurance and Enforcement Division
EPA – Region 6

FINAL ORDER

Pursuant to the Section 113 of the CAA, 42 U.S.C. § 7413, and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, 40 C.F.R. Part 22, the foregoing Consent Agreement is hereby ratified. This Final Order shall not in any case affect the right or EPA or the United States to pursue appropriate injunctive relief or other equitable relief for criminal sanctions for any violations of law. This Final Order shall resolve only those causes of action alleged herein. Nothing in this Final Order shall be construed to waive, extinguish or otherwise affect the Respondent's (or their officers, agents, servants, employees, successors, or assigns) obligation to comply with all applicable federal, state, and local statutes and regulations, including the regulations that were the subject of this action. The Respondent is ordered to comply with the terms of settlement as set forth in the Consent Agreement. Pursuant to 40 C.F.R. § 22.31(b), this Final Order shall become effective upon filing with the Regional Hearing Clerk.

Date: 9/3/15

Thomas Rucki
Regional Judicial Officer

CERTIFICATE OF SERVICE

I hereby certify that on the 3rd day of September, 2015, the original and one copy of the foregoing Consent Agreement and Final Order (CAFO) was hand delivered to the Regional Hearing Clerk, U.S. EPA - Region 6, 1445 Ross Avenue, Dallas, Texas 75202-2733, and that a true and correct copy of the CAFO was sent to the following by certified mail, return receipt requested:

Ms. Virginia King
Assistant General Counsel
Marathon Petroleum Company LP
539 South Main Street
Findlay, Ohio 45840-3295

Sandra Hardy