

Cause No. D-1-GN-22-007073

**STATE OF TEXAS,
Plaintiff,**

v.

**TOTALENERGIES
PETROCHEMICALS &
REFINING USA, INC.,
Defendant.**

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IN THE DISTRICT COURT OF

TRAVIS COUNTY, TEXAS

200TH JUDICIAL DISTRICT

AGREED FINAL JUDGMENT AND PERMANENT INJUNCTION

On this day, Plaintiff the State of Texas (“Plaintiff”), acting by and through the Texas Commission on Environmental Quality (“TCEQ”), and Defendant TotalEnergies Petrochemicals & Refining USA, Inc. (formerly Total Petrochemicals & Refining USA, Inc.) (“Defendant”) (collectively, “Parties”) submitted to the Court this Agreed Final Judgment and Permanent Injunction (“Agreed Judgment”). By presenting this Agreed Judgment to the Court, Plaintiff announces that it has published notice of this Agreed Judgment in the *Texas Register* for 30 days, as required by Texas Water Code § 7.110, and received no comments that indicate the proposed settlement is inappropriate, improper, inadequate, or inconsistent with applicable law.

By the duly authorized signatures subscribed to this Agreed Judgment, the Parties represent to the Court that they agree to its terms, and that it represents the

compromise and settlement of all claims that were placed in controversy by State of Texas's *Original Petition and Application for Injunctive Relief* filed in this cause.

WHEREAS this Court finds that it has jurisdiction over the subject matter of this action pursuant to Chapter 7 of the Texas Water Code and after reviewing the pleadings, finds this Agreed Judgment to be proper, necessary, and in the best interest of justice.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED as follows:

1. DEFINITIONS

1.1 As used in this Agreed Judgment, the words and terms set forth below shall have the following meanings:

- a. "Agreed Judgment" means this Agreed Final Judgment and Permanent Injunction.
- b. "Appendix A" means the Appendix to this Agreed Judgment that identifies the Corrective Actions that Defendant is enjoined to complete and the Compliance Deadlines by which completion is ordered. Appendix A is attached hereto, and its terms are incorporated into the Permanent Injunction contained within this Agreed Judgment.
- c. "Calendar Quarter" means each of: the period beginning on and including January 1 and ending on and including March 31; the period beginning on and including April 1 and ending on and including June 30; the period beginning on and including July 1 and ending on and including September 30; and the period beginning on and including October 1 and ending on and including December 31.
- d. "Corrective Actions" means the prohibitory and mandatory injunctive orders identified in Appendix A.

- e. “Compliance Deadlines” means the deadlines prescribed in Appendix A for completion of the Corrective Actions.
- f. “Day” means a calendar day, unless otherwise noted.
- g. “Defendant” means TotalEnergies Petrochemicals & Refining USA, Inc. (formerly Total Petrochemicals & Refining USA, Inc.).
- h. “Effective Date” means the date this Court signs this Agreed Judgment.
- i. “Emissions Event” means any upset event or unscheduled maintenance, startup, or shutdown activity, from a common cause that results in unauthorized emissions of air contaminants from one or more emissions points at a regulated entity as set forth at 30 Tex. Admin. Code § 101.1(28).
- j. “NSR Permit No. 46396” means the New Source Review (“NSR”) Permit No. 46396 issued by TCEQ to Defendant, as amended, pursuant to Texas Administrative Code Title 30, Chapter 116.
- k. “Parties” means the State of Texas and TotalEnergies Petrochemicals & Refining USA, Inc.
- l. “Petition” means the State of Texas’s Original Petition and Application for Injunctive Relief in Cause No. D-1-GN-22-007073, in the 200th Judicial District Court of Travis County, Texas.
- m. “Plaintiff” means the State.
- n. “Refinery” means TotalEnergies Petrochemicals & Refining USA, Inc.’s petroleum refinery located at 7600 32nd Street in Port Arthur, Jefferson County, Texas.
- o. “State” means the State of Texas, acting by and through the TCEQ.
- p. “TCEQ” means the Texas Commission on Environmental Quality.
- q. “TCEQ Investigations” means the investigations conducted by the TCEQ and documented in the Investigation Reports with the following TCEQ-assigned identification numbers:

- i. 1422518;
- ii. 1453654;
- iii. 1471957;
- iv. 1472692;
- v. 1497720;
- vi. 1498640;
- vii. 1499579;
- viii. 1507561;
- ix. 1513134;
- x. 1517179;
- xi. 1523237;
- xii. 1537046;
- xiii. 1538329;
- xiv. 1553343;
- xv. 1576867;
- xvi. 1582049;
- xvii. 1596452;
- xviii. 1596474;
- xix. 1604352;
- xx. 1637280;
- xxi. 1638025;
- xxii. 1638864;
- xxiii. 1638971;
- xxiv. 1652245;
- xxv. 1669787;
- xxvi. 1692351;
- xxvii. 1763550; and
- xxviii. 1775141.

r. "Texas Clean Air Act" means Texas Health and Safety Code Chapter 382.

s. "Title V Permit No. 1267" means the Title V Federal Operating Permit No. 1267 issued by TCEQ to Defendant as amended, pursuant to Texas Administrative Code Title 30, Chapter 122.

2. STIPULATIONS

2.1 In agreeing to this Agreed Judgment, the Parties hereby stipulate to the following:

2.2 Plaintiff and Defendant understand and agree to the terms of this Agreed Judgment and waive the right to appeal its validity.

2.3 The State of Texas's *Original Petition and Application for Injunctive Relief* filed in this cause has alleged violations of Texas Clean Air Act, Texas Health and Safety Code, Chapter 382; Title 30, Texas Administrative Code, Chapters 101, 113, 115, 116, and 122; 40 C.F.R. parts 60 and 63, and Title V Permit No. 1267; and/or NSR Permit No. 46396, arising from the events described in the Investigation Reports. Defendant has entered a General Denial.

2.4 This Agreed Judgment represents a resolution of all claims placed in controversy by and between the Parties in this lawsuit.

2.5 This Agreed Judgment complies with all statutory, jurisdictional, and procedural requisites necessary for entry and enforcement.

2.6 The Parties agree that they actively participated in the negotiations leading up to this Agreed Judgment, they understand the duties placed upon them by this Agreed Judgment, they have read the terms of the Agreed Judgment, and that the Agreed Judgment is not ambiguous.

2.7 Defendant is willing to comply with the terms of this Agreed Judgment and waives the necessity of the issuance and service of writs of injunction pursuant to Rules 688 and 689 of the Texas Rules of Civil Procedure.

2.8 Defendant denies it has violated or continues to violate any of the statutory and regulatory requirements set forth in the Petition and denies any liability to the State of Texas arising out of the occurrences alleged in the Petition.

2.9 This Agreed Judgment is enforceable pursuant to Rule 692 of the Texas Rules of Civil Procedure.

3. PERMANENT INJUNCTION

IT IS ORDERED, ADJUDGED, AND DECREED that in accordance with Rule 683 of the Texas Rules of Civil Procedure, Defendant TotalEnergies Petrochemicals & Refining USA, Inc., and its officers, agents, servants, employees, and all persons in active concert or participation with it who receive actual notice of the order by personal service or otherwise, are enjoined as follows:

3.1 Defendant shall comply with the Corrective Actions identified in the chart attached hereto as Appendix A, and shall complete each Corrective Action by the Compliance Deadline prescribed therein. Corrective Actions completed prior to the Effective Date shall satisfy compliance with this Agreed Judgment. If Defendant complies with a Corrective Action identified in Appendix A prior to the Effective Date or prior to the Compliance Deadline, Defendant shall describe and certify such

compliance through the submittal of the first quarterly progress report pursuant to Paragraph 3.2 of this Agreed Judgment.

3.2 After the Effective Date, Defendant shall commence submittal of quarterly progress reports to the State. The first quarterly progress report shall be due 30 Days after the first full Calendar Quarter following the Effective Date and shall describe the actions taken to comply with the Agreed Judgment since the Effective Date. Subsequent quarterly progress reports shall be due 30 Days after each subsequent Calendar Quarter and shall describe the actions taken to comply with the Agreed Judgment in the preceding Calendar Quarter. Defendant shall provide information reasonably sufficient to substantiate actions taken with respect to Corrective Actions as described and certified in any quarterly progress report. Such information shall include, but is not limited to, contracts, bids, receipts, written procedures, policies, work orders, management of change documentation, and photographs. Quarterly progress reports shall identify each Corrective Action identified in Appendix A of this Agreed Judgment that was completed within the preceding Calendar Quarter. Defendant is not required to submit interim reports upon the completion of Corrective Actions. Every quarterly progress report shall include the following certification:

“I certify under penalty of law that I have personally examined and am familiar with the information submitted and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted

information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

3.3 After Defendant submits any documentation that is required to be provided to the State by this Agreed Judgment, if the TCEQ requests additional information, Defendant shall respond to the TCEQ’s request within 15 Business Days (*i.e.*, Monday through Friday, excluding State and Federal holidays) of the request, or by any later deadline specified by the TCEQ in the request. Defendant may request, and TCEQ may grant, reasonable extensions of time for responding to a request for additional information.

4. FORCE MAJEURE

4.1 “Force majeure,” for purposes of this Agreed Judgment, is defined as any event arising from causes beyond the control of Defendant, of any entity controlled by Defendant, or of Defendant’s contractors, which delays or prevents the performance of any obligation under this Agreed Judgment despite Defendant’s best efforts to fulfill the obligation. The requirement that Defendant exercise “best efforts to fulfill the obligation” includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any potential force majeure event (a) as it is occurring and (b) following the potential force majeure, such that the delay and any adverse effects of the delay are minimized. “Force

Majeure” does not include Defendant’s financial inability to perform any obligation under this Agreed Judgment.

4.2 If any event occurs or has occurred that may delay the performance of any obligation under this Agreed Judgment, whether or not caused by a force majeure event, Defendant shall provide notice orally or by electronic or facsimile transmission to the State within 5 Business Days (*i.e.*, Monday through Friday, excluding State and Federal holidays) of when Defendant first knew that the event might cause a delay. Within seven Business Days thereafter, Defendant shall provide in writing to the State an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Defendant’s rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of Defendant, such event may cause or contribute to an endangerment to public health, welfare, or the environment. Defendant shall include with any notice available documentation sufficient to support the claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Defendant from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Defendant shall be deemed to

know of any circumstance of which Defendant, any entity controlled by Defendant, or Defendant's contractors knew or should have known.

4.3 If the State agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Agreed Judgment that are affected by the force majeure event will be extended for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, by itself, extend the time for performance of any other obligation. The State will notify Defendant in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

4.4 If the State does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, the Plaintiff will notify Defendant in writing of such decision.

5. CIVIL PENALTIES & STIPULATED PENALTIES

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED as follows:

5.1 The State shall have judgment against Defendant for civil penalties in the amount of One Million Three Hundred Thousand Dollars (\$1,300,000.00). Defendant shall make full payment of this amount within 60 Days of the Effective Date of this Agreed Judgment in accordance with Section 8 of this Agreed Judgment.

5.2 Defendant shall be liable to the State for violations under this Agreed Judgment, unless excused under Section 4 (Force Majeure). A violation includes failing to perform any obligation required by the terms of this Agreed Judgment, including the implementation, maintenance, or completion of each Corrective Action identified in Appendix A of this Agreed Judgment within the time specified by (*e.g.*, by the Compliance Deadline) or approved under the Agreed Judgment.

5.2.1 If Defendant (1) fails to pay any portion of the civil penalties required to be paid under Section 5 of this Agreed Judgment when due, or (2) fails to pay any portion of the attorney's fees required to be paid under Section 6 of this Agreed Judgment when due, Defendant shall pay a stipulated penalty of \$5,000.00 per Day for each Day that the payment is late to the State. Late payment of the civil penalties and/or attorney's fees and any accrued stipulated penalties shall be made in accordance with Section 8 of the Agreed Judgment.

5.2.2 If Defendant fails to implement, maintain, or complete any Corrective Action identified in Appendix A to this Agreed Judgment within the time specified by (*e.g.*, by the Compliance Deadline) or approved under the Agreed Judgment, Defendant shall pay a stipulated penalty of \$2,500.00 per Day for each Day for each violation of each Corrective Action identified in Appendix A. Payment of any accrued

stipulated penalties shall be made in accordance with Section 8 of the Agreed Judgment.

5.3 Stipulated penalties under this Section shall begin to accrue on the Day after performance is due (*e.g.*, the Compliance Deadline) or on the Day the violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Agreed Judgment.

5.4 Defendant shall pay any stipulated penalties that accrue pursuant to Section 5 of the Agreed Judgment within 60 Days of receiving a written demand by the State. Defendant shall make payments in accordance with Section 8 of this Agreed Judgment.

5.5 If Defendant fails to pay stipulated penalties according to the terms of this Agreed Judgment, Defendant shall be liable for interest on such the stipulated penalties, at the legal rate of five percent (5%) per annum, accruing as of the date payment is due. Nothing in this Paragraph shall be construed to limit the State from seeking any remedy otherwise provided by law for Defendant's failure to pay any stipulated penalties.

5.6 The payment of penalties and interest, if any, shall not in any way affect Defendant's obligation to complete the performance of the requirements of this Agreed Judgment.

5.7 Stipulated penalties are not the State's exclusive remedy for violations of this Agreed Judgment. The State expressly reserves the right to seek any other relief it deems appropriate for Defendant's violation of this Agreed Judgment or applicable law, including but not limited to, an action for administrative penalties, civil penalties, additional injunctive relief, and/or contempt. However, the amount of any administrative or civil penalty assessed for a violation of this Agreed Judgment shall be reduced by any amount equal to the amount of any stipulated penalty assessed and paid pursuant to this Agreed Judgment.

6. ATTORNEY'S FEES

6.1 The State shall have judgment for attorney's fees from and against Defendant in the amount of One Hundred Thousand Dollars (\$100,000.00). Defendant shall make full payment of this amount within 60 Days of the Effective Date of this Agreed Judgment in accordance with Section 8 of this Agreed Judgment.

7. COURT COSTS

7.1 The State of Texas shall have judgment against Defendant for its court costs in the amount of Three Hundred Fifty Dollars (\$350.00). Defendant shall make full payment of this amount within 60 Days of the Effective Date of this Agreed Judgment in accordance with Section 8 of this Agreed Judgment.

8. PAYMENTS

8.1 All amounts required to be paid to the State of Texas in accordance with this Agreed Judgment, shall be paid by electronic payment made payable to the “State of Texas” and shall reference “AG# CX5292784935.” All payments shall be made in accordance with instructions provided to Defendant by counsel for the State of Texas.

8.2 Defendant shall pay post-judgment interest on all penalties assessed in Paragraph 5.1, the State’s judgment for attorney’s fees in Paragraph 6.1, and the State’s judgment for court costs in Paragraph 7.1 of this Agreed Judgment at the legal rate of seven percent (7%) per annum beginning on the 61st Day after the Effective Date of this Agreed Judgment.

9. PUBLIC NOTICE

9.1 The signature on this Agreed Judgment for the State is subject to public notice and comment as required by Tex. Water Code § 7.110. This Agreed Judgment will not be presented to the Court and the State’s consent will not be effective until public notice of this Agreed Judgment has been published in the *Texas Register*, the public has been given 30 Days during which to comment to the State on the terms of this Judgment, and the State has re-affirmed its consent, after considering any comments, by presenting the Agreed Judgment to the Court for signature and entry.

10. GENERAL PROVISIONS

10.1 This Agreed Judgment may be executed in multiple parts which together shall constitute a single original instrument. Any executed signature page to this Agreed Judgment may be transmitted by facsimile transmission or email to the other Party, which shall constitute an original signature for all purposes. Parties agree that the execution of the Agreed Judgment may be conducted by electronic means with electronic signatures

10.2 This Agreed Judgment constitutes the entire agreement between the Parties and supersedes any and all prior agreements or understanding between the Parties relating to the referenced cause, including, but not limited to, Rule 11 agreements between the Parties prior to the signing of this Agreed Judgment.

10.3 This Court retains jurisdiction over both the subject matter of this Agreed Judgment and the Parties for the duration of the performance of the terms and provisions of this Agreed Judgment for the purpose of enabling the State or Defendant to apply to the Court at any time for such further directions or relief as may be necessary or appropriate for the construction or modification of this Judgment, to effectuate or enforce compliance with its terms, or to resolve disputes related to it.

10.4 Any physical written report, request, plans, schedules, submittals, specifications, other documentation or notice required by this Agreed Judgment shall be made in writing and sent physically and electronically to the following addresses:

As to the State of Texas: Office of the Attorney General
Environmental Protection Division
Phillip Ledbetter
Re: AG# CX5292784935
P.O. Box 12548, MC-066
Austin, Texas 78711-2548
Phillip.Ledbetter@oag.texas.gov

As to the TCEQ: Texas Commission on Environmental Quality
Enforcement Division, MC 149A
P.O. Box 13087
Austin, Texas 78711-3087

Air Section Manager
Beaumont Regional Office
Texas Commission on Environmental Quality
3870 Eastex Freeway
Beaumont, TX 77703-1830

As to Defendant: Stella Pulman, Assistant General Counsel – HSE
TotalEnergies American Services, Inc.
1201 Louisiana Street, Suite 1600
Houston, TX 77002
stella.pulman@totalenergies.com

TotalEnergies Port Arthur Refinery
c/o Environmental Superintendent
P.O. Box 849
Port Arthur, TX 77641-0849

10.5 Plaintiff shall be allowed such writs and processes as may be needed for the enforcement and collection of this Agreed Judgment.

10.6 Plaintiff may abstract and record this Agreed Judgment in the exercise of its discretion and as permitted by law.

10.7 This Agreed Judgment shall not be construed in any way to relieve Defendant or its agents or contractors from the obligation to comply with any federal, state, or local law.

10.8 This Agreed Judgment is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation. Defendant is responsible for achieving and maintaining complete compliance with all applicable federal, state, and local laws, regulations, and permits; and Defendant's compliance with this Agreed Judgment shall be no defense to any action commenced pursuant to any such laws, regulations, or permits. Plaintiff does not, by signing this Agreed Judgment, warrant or aver in any manner that Defendant's compliance with this Agreed Judgment will constitute or result in compliance with the requirements of any federal, state, or local laws, regulations, or permits.

10.9 Nothing in this Agreed Judgment shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Agreed Judgment.

10.10 The obligations in this Agreed Judgment apply to and are binding upon Defendant and any successors, assigns, or other entities or persons otherwise bound by law. No change in ownership or corporate status of Defendant including, but not

limited to, any transfer of assets of real or personal property, shall in any way alter Defendant's responsibilities under this Agreed Judgment.

10.11 At least 30 Days prior to any proposed transfer of ownership or operation of the assets comprising the Refinery, Defendant shall provide a copy of this Agreed Judgment to the proposed transferee. Within 30 Days following transfer of ownership or operation of the assets comprising the Refinery, Defendant shall provide written notice of the transfer to Plaintiff in writing. No transfer, whether in compliance with the procedures of this Paragraph or otherwise, relieves Defendant of its obligation to ensure that the terms of this Agreed Judgment are implemented, unless the transferee agrees to undertake the obligations in this Agreed Judgment and to be substituted for Defendant as a Party under this Agreed Judgment and thus bound by the terms hereof.

10.12 Each of the undersigned representatives of a Party to this Agreed Judgment certifies that he or she is fully authorized to enter into the terms and conditions of the Agreed Judgment and to legally execute and bind that Party to this Agreed Judgment.

10.13 All relief not specifically granted herein is denied.

10.14 This Agreed Judgment disposes of all Parties and all claims filed in this suit.

11. RESERVATION OF RIGHTS

1.11 Notwithstanding any other provision of this Agreed Judgment, the State reserves, and this Agreed Judgment is without prejudice to, all rights against Defendant with respect to all other matters, including, but not limited to, the following:

- a. claims that are not within the enforcement authority of TCEQ;
- b. claims based on a failure of Defendant to meet the requirements of this Agreed Judgment;
- c. criminal liability;
- d. liability for violations of federal, state, or local law that occur on or after the Effective Date of this Agreed Judgment; and
- e. liability for violations of federal, state, or local law that occurred prior to the Effective Date of this Agreed Judgment but were not placed in controversy by the State's Petition in this cause.

1.12 The TCEQ and the State reserve their right to seek administrative and/or civil penalties for violations of the Texas Health and Safety Code, the Texas Water Code, and/or rules of TCEQ that were not placed in controversy by the State's Original Petition in this cause or that occur after the Effective Date of this Agreed Judgment.

SIGNED ON March 14, 2023.



JUDGE PRESIDING
JESSICA MANGRUM

AGREED AS TO FORM AND SUBSTANCE AND ENTRY REQUESTED:

KEN PAXTON
Attorney General of Texas

BRENT WEBSTER
First Assistant Attorney General

GRANT DORFMAN
Deputy First Assistant Attorney General

SHAWN COWLES
Deputy Attorney General for Civil Litigation

PRISCILLA M. HUBENAK
Chief, Environmental Protection Division



PHILLIP LEDBETTER
Assistant Attorney General
State Bar No. 24041316
Phillip.Ledbetter@oag.texas.gov

KATIE B. HOBSON
Assistant Attorney General
State Bar No. 24082680
Katie.Hobson@oag.texas.gov

Office of the Attorney General
Environmental Protection Division
P.O. Box 12548, MC-066
Austin, Texas 78711-2548
Phone: (512) 475-4152
Fax: (512) 320-0911

**ATTORNEYS FOR PLAINTIFF
THE STATE OF TEXAS**

AGREED AS TO FORM AND SUBSTANCE AND ENTRY REQUESTED:



MADELEINE BOYER KADAS

State Bar No. 00790352

mboyer@bdlaw.com

LAURA LOUISE LAVALLE

State Bar No. 00789058

llavalle@bdlaw.com

Beveridge & Diamond, P.C.

400 W. 15th Street, Suite 1410

Austin, Texas 78701-1648

Phone: (512) 391-8020

ATTORNEYS FOR DEFENDANT

TOTALENERGIES PETROCHEMICALS & REFINING USA, INC.

DocuSigned by:

Christophe Vuillez

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CHRISTOPHE VUILLEZ

PRESIDENT & CEO

TOTALENERGIES PETROCHEMICALS & REFINING USA, INC.

Appendix A

Corrective Actions and Compliance Deadlines

| | Corrective Actions | Compliance Deadlines |
|---------|--|---|
| (a) | Commence the conduct of weekly Naptha Stabilizer Overhead Receiver 17V-302 (“the NSOR”) local level gauge-to-level transmitter reading comparisons, and correct any divergence greater than 15% detected between readings from these devices within 7 days of discovery. | To be completed within 30 Days of the Effective Date. |
| (b) | Install redundant level instrumentation (e.g., radar level instrumentation) on the NSOR. | To be completed within 30 Days of the Effective Date. |
| (c) | Make the following improvements to the operation of the Refinery’s Flare Gas Recovery System (“FGRS”) identified in subparagraphs (c.i) through (c.v): | |
| (c.i) | Implement sour gas or acid gas shedding procedures to reduce sour gas production when the Sour Gas Compressor (05C-200) and Sour Gas Back-Up Compressor (67C-200A) are unavailable; | To be completed within 30 Days of the Effective Date. |
| (c.ii) | Eliminate high suction pressure trip functions from FGRS No. 2; | To be completed within 30 Days of the Effective Date. |
| (c.iii) | Inspect and replace FGRS No. 2 compressor mechanical seals; | To be completed within 30 Days of the Effective Date. |
| (c.iv) | Inspect and replace FGRS No. 1 compressor mechanical seals; and | To be completed within 24 months of the Effective Date. |
| (c.v) | Install high-level discharge pressure alarms (with an urgent label that Refinery operators can hear and see on a console board) for any Distillate Hydrotreater Hydrogen Recycle Compressor. | To be completed within 30 Days of the Effective Date. |

| | Corrective Actions | Compliance Deadlines |
|-----|---|---|
| (d) | Remove the fuel gas valve associated with the Low-Pressure Fuel Gas Mix Drum (14V-106A) from the Refinery's car seal list to prevent personnel from mistakenly changing the position of the valve. | To be completed within 30 Days of the Effective Date. |
| (e) | Replace the Refinery's level instrumentation equipment (e.g., level transmitter (02LT-46) for the Recontact Accumulator (02V-410), to prevent erroneous level readings and/or establish and implement a procedure to conduct weekly Recontact Accumulator local level gauge-to-level reading comparisons by Refinery personnel in order to detect any divergence between readings on these devices. | To be completed within 30 Days of the Effective Date. |
| (f) | To the maximum extent practicable and consistent with good air pollution control practices and plant operational safety, minimize tail gas bypassing around any portion of a Shell Claus Off-Gas Treater ("SCOT") unit during startup of any Sulfur Recovery Unit ("SRU"). | To be completed no later than December 31, 2023. |
| (g) | Cease removing sulfur solidification or plugging from any SRU (including any tail gas lines or piping) by any procedure whereby the sulfur material is heated above its melting point (e.g., a "sulfur melt-out"). | To be completed within 30 Days of the Effective Date. |
| (h) | Redesign, replace, and/or make improvements to SRU 4 and SRU 5 that will eliminate sulfur pit gases solidifying in or plugging tail gas lines and/or piping. | SRU 4 related Corrective Actions to be completed within 30 Days of the Effective Date. SRU 5 related Corrective Actions to be completed no later than December 31, 2023. |

| | Corrective Actions | Compliance Deadlines |
|-----|---|---|
| (i) | Implement an interlock on SRU 4 & 5 that prohibits the electric blower from being disengaged (<i>e.g.</i> , when shut down for maintenance) until the steam turbine blower is providing sufficient air flow to prevent a change in acid gas flow rates and/or the incineration of any untreated acid gas in any tail gas thermal oxidizers (“TTOs”). | SRU 4 related Corrective Actions to be completed within 30 Days of the Effective Date. SRU 5 related Corrective Actions to be completed no later than December 31, 2023. |
| (j) | Require all level indicators associated with the Makeup Compressor Suction Drum (“MCSD”) to generate alarms when they are disconnected and/or generate bad or null values. | To be completed no later than December 31, 2023. |
| (k) | Develop, implement, and maintain written processes requiring all level instrumentation to be reconnected to local level indicators during and/or after turnarounds and maintenance activities. | Turnaround related Corrective Actions to be completed within 30 Days of the Effective Date. Maintenance related Corrective Actions to be completed within 90 Days of the Effective Date. |
| (l) | Prevent inadvertent and/or improper diversion of process gases (<i>e.g.</i> , acid gas) from the Refinery’s SRUs to flares and the Refinery’s FGRS by ensuring that all relevant valves and valve openings (<i>e.g.</i> , Valve Opening 34PV-4731B) are included in the Refinery’s Flare Flow Group, such that operators can quickly view and identify the point of origin of process gases into the flares and FGRS. | To be completed within 30 Days of the Effective Date. |

| | Corrective Actions | Compliance Deadlines |
|-----|--|---|
| (m) | Develop, implement, and maintain written processes or procedures requiring the purge of liquids from gas pipeline headers before putting them into operation. | To be completed within 90 Days of the Effective Date. |
| (n) | Develop, implement, and maintain written procedures requiring regular corrosion under insulation (“CUI”) risk based inspections, and implementation of Inspection Work Requests (“IWR”) on timelines consistent with American Petroleum Institute (“API”) Standards, including API Standard 581, notwithstanding any change in personnel responsible for CUIs. | To be completed within 30 Days of the Effective Date. |
| (o) | Install audible alarm on seal pots of pumps 22P807, 807A, 808A/B and 22P809A/B in the Oil Movements and Storage control room on the distributed control system (“DCS”). | To be completed within 30 Days of the Effective Date. |
| (p) | Develop, implement, and maintain written procedures requiring that liquids are drained from the discharge piping of compressors C300A and C300B on at least a semi-weekly basis. | To be completed within 90 Days of the Effective Date. |
| (q) | Amend the work authorization process to require that power is maintained to process safety instrumentation (<i>e.g.</i> , the SRU 4 Shell Claus Off-Gas Treater (“SCOT 4”) in-line burner eyes) when performing maintenance and/or troubleshooting procedures on upstream power supply or redundant power supply (<i>e.g.</i> , an uninterrupted power supply (“UPS”) unit). | To be completed within 90 Days of the Effective Date. |
| (r) | Remove the stand-alone UPS units currently utilized for the SRU 4 SCOT, the SRU 4 TTO, the SRU 5 SCOT, and the SRU 5 TTO, and replace them with a UPS system (<i>e.g.</i> , the Process Unit’s UPS system) to minimize the potential for power losses to process safety instrumentation during maintenance and/or troubleshooting activities. | SRU 4 SCOT and SRU 4 TTO related Corrective Actions to be completed within 30 Days of the Effective Date. |

| | Corrective Actions | Compliance Deadlines |
|-----|--|---|
| | | SRU 5 SCOT and SRU 5 TTO related Corrective Actions to be completed within no later than December 31, 2023. |
| (s) | Update and maintain procedures requiring that any fabrication and installation projects, including those undertaken by third parties (<i>e.g.</i> , contractors and/or fabricators) during a turn around and inspection (“T&I”), are subject to quality assurance/quality control (“QA/QC”) processes, and any deviations are mitigated before placing the relevant equipment into service. | To be complete within 30 Days of the Effective Date. |
| (t) | Develop an operating policy requiring that Refinery personnel be trained on proper procedures to de-inventory and/or clear liquids from Refinery units (<i>e.g.</i> , from the Naphtha Aromatics Complex) before such de-inventorying and/or clearing of liquids commences. | To be completed within 90 Days of the Effective Date. |
| (u) | Only Refinery personnel and outside contractors with proper authorization shall be permitted to open atmospheric vent valves. For purposes of this provision, the term “proper authorization” means: (1) the task falls within the express job duties of the individual; (2) the task falls within the express duties identified by contract; or (3) the individual is granted express authorization to perform the task through a written work authorization permit. To prevent Refinery personnel and outside contractors from manually opening any Refinery atmospheric vent valve without proper authorization, the Refinery shall perform the following Corrective Actions identified in subparagraphs (u.i) through (u.iii): | To be completed within 30 Days of the Effective Date. |

| | Corrective Actions | Compliance Deadlines |
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| (u.i) | Install physical locks on all manual overrides for such valves at the Coker Structure; | To be completed within 30 Days of the Effective Date. |
| (u.ii) | Develop, maintain, and implement monthly inspections for locks on all motor operated vent valves. | To be completed within 30 Days of the Effective Date. |
| (u.iii) | Develop, maintain, and implement specific training procedures requiring that all manual overrides remain locked during steady state operation unless specifically authorized in writing. | To be completed within 90 Days of the Effective Date. |
| (v) | Develop, implement, and maintain a written policy requiring that Refinery procedures are updated as often as necessary and all Refinery operators are properly instructed, provided with accurate training manuals, and subjected to tests to ensure they are aware of proper operation related to their activities at the Refinery (<i>e.g.</i> , anyone engaged in operations related to the Sulfur Recovery Unit shall be trained to ensure their activities are consistent with the proper operation of such SRUs). | To be completed no later than September 30, 2023. |
| (w) | Develop, implement, and maintain a written policy requiring that Refinery procedures are updated as frequently as necessary and all Refinery instrument technicians are properly instructed, provided with accurate training manuals, and participate in a peer-to-peer critical task observation process to ensure they are aware of proper installation, repair, and instrument calibration procedures and processes, as well as the completion of accompanying reports for such processes (<i>e.g.</i> , Control Valve & Calibration Reports). | Implementation shall commence within 90 Days of the Effective Date. Compliance for the entire Refinery shall occur no later than March 31, 2025. |
| (x) | Develop, implement, and maintain written procedures for routing liquid petroleum gas ("LPG") to the Fluid Catalytic Cracking ("FCC") gas plant to prevent upset conditions in the FCC. | To be completed within 30 Days of the Effective Date. |

| | Corrective Actions | Compliance Deadlines |
|------|---|---|
| (y) | Make improvements to the Refinery's SRU sulfur pits to eliminate venting of emissions from the pits. | To be completed no later than December 31, 2023. |
| (z) | Develop, implement, and maintain written procedures to address and prevent the plugging of strainers on Distillate Hydrotreater No. 3 ("DHT-3") caused by polymer formation in feed material. | To be completed within 90 Days of the Effective Date. |
| (aa) | Revise hydrogen system schematic on all operation consoles to include setpoint values for each control valve, train all affected console operators on proper staggering of the hydrogen system pressures, and update the Pressure Swing Absorber unit startup procedure to include the staggered setpoints. | To be completed within 90 Days of the Effective Date. |
| (bb) | Develop, implement, and maintain written procedures, policies, plans, and/or maintenance/inspection schedules to confirm that flow meters and transmitters associated with the Pressure Swing Absorption Unit are properly installed and operating. | To be completed within 90 Days of the Effective Date. |
| (cc) | Confirm that every blower and blower motors related to any Sulfur Recovery Unit, Shell Claus Off-Gas Treaters, and tail gas thermal oxidizers are equipped with fuses, motor circuit protectors ("MCPs"), and overload devices that meet proper specifications. | To be completed within 90 Days of the Effective Date. |
| (dd) | Develop, implement, and maintain written procedures requiring that Refinery personnel and contractors can correctly identify equipment (e.g., 15C-4 Blower Motion SCOT-1) when conducting any work on such equipment. | To be completed within 30 Days of the Effective Date. |
| (ee) | Inspect, and if necessary, repair or replace, pressure safety valve ("PSV") 03PSV-503 to ensure that it reseats properly (e.g., without needing to be blocked in by a field operator). | To be completed within 30 Days of the Effective Date. |

| | Corrective Actions | Compliance Deadlines |
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| (ff) | Develop, implement, and maintain written procedures requiring that secondary pumps are started and prepared to replace pumps in service (<i>e.g.</i> , DEMEX Unit pump 3P-4C) that exhibit operational indicia (<i>e.g.</i> , vibration durations and levels) that threaten to lead to a shutdown of that pump. | To be completed within 90 Days of the Effective Date. |
| (gg) | Redesign, replace, and/or make improvements to the Refinery's DMO Phase Pumps to significantly reduce or eliminate the vibrations these pumps generate and thereby prevent such vibrations from contributing to emissions events like those documented in TCEQ Investigation No. 1604352 and STEERS Incident 319423, or in the alternative, take the DEMEX unit out of service and only restart the unit after such improvements have been implemented. | To be completed no later than December 31, 2024. |
| (hh) | Develop, implement, and maintain written procedures requiring that Refinery personnel overseeing electrical work have the requisite authority and training to stop electrical contractors from performing work that does not comply with the contractor's protocols. | To be completed within 30 Days of the Effective Date. |
| (ii) | Develop, implement, and maintain written quality control procedures to confirm that Refinery personnel correctly implement acid gas shedding procedures whenever a power interruption occurs, or any related equipment is shut down. | To be completed within 90 Days of the Effective Date. |
| (jj) | Replace the Delayed Coker Unit ("DCU") Wet Gas Compressor's ("WGC's") Gimel Trip and Throttle valve (3OXV-8890) with a new trip and throttle valve. | To be completed within 30 Days of the Effective Date. |
| (kk) | Repair or replace control oil circuit pressure safety valve 30PSV-9003. | To be completed within 30 Days of the Effective Date. |

| | Corrective Actions | Compliance Deadlines |
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| (ll) | Redesign or replace the DCUWGC's second stage anti-surge valve position switch to eliminate the potential for the switch component to malfunction due to corrosion. | To be completed within 30 Days of the Effective Date. |
| (mm) | Inspect the filter elements installed in the DCU WGC oil circuit, and replace any filter elements that are/were incorrectly installed (<i>e.g.</i> , replace 104-micron filter elements with 10-micron filter elements where necessary). | To be completed within 30 Days of the Effective Date. |
| (nn) | Develop, implement, and maintain a tracking system requiring that oil samples are routinely taken and analyzed for the DCU WGC and any other rotating equipment equipped with a circulating oil system. | To be completed within 30 Days of the Effective Date. |
| (oo) | Install a visual and auditory alarm that will notify Central Console Operators when two pumps are being used in the DCU WGC oil circuit. | To be completed within 30 Days of the Effective Date. |
| (pp) | Develop, implement, and maintain written operating procedures requiring operators to follow correct startup sequence procedures for the DCU WGC (<i>e.g.</i> , the Trip-Start of 30C-401 Cooker Gas Compressor and 30CTU-401 Turbine). | To be completed within 90 Days of the Effective Date. |
| (qq) | Take the 30XV-8890 trip and throttle valve oil circuit piping out of service and conduct an inspection and cleaning of the same. | To be completed within 30 Days of the Effective Date. |
| (rr) | Maintain adequate frequency of preventative maintenance ("PM") activities on natural gas pressure regulators at the Gas House and the SRUs to prevent false readings and/or failures. | To be completed within 90 Days of the Effective Date. |

| | Corrective Actions | Compliance Deadlines |
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| (ss) | Replace the single-point trip logic utilized by the Fluid Catalytic Cracking Unit Wet Gas Compressor's safety instrumented system to measure lube oil pressure with a 2-out-of-3 trip logic system. | To be completed no later than December 31, 2023. |
| (tt) | Update procedures regarding where and how to route off-spec LPG for storage. | To be completed within 90 Days of the Effective Date. |
| (uu) | Develop, implement, and maintain a policy preventing scheduled maintenance from being performed on more than one high pressure (≥ 600 psig) steam generating unit at the same time to the extent possible. | To be completed within 90 Days of the Effective Date. |
| (vv) | Conduct periodic inspections of the insulation on all high-pressure (≥ 600 psig) steam headers of the Refinery's steam generation and management systems to prevent degraded insulation from contributing to any loss or mismanagement of steam pressure. | To be completed within 90 Days of the Effective Date. |
| (ww) | Develop, implement, and maintain a policy that insulation repairs are made as promptly as possible, but no later than within 45 Days, whenever degraded insulation is identified on high pressure (≥ 600 psig) steam headers. In the case of extreme weather events resulting in insulation damage, the policy shall provide that all repairs on high pressure steam headers must be completed as promptly as possible, but no later than within 6 months of the date of discovery. | To be completed within 90 Days of the Effective Date. |
| (xx) | Replace differential pressure level transmitters on fired boilers (<i>i.e.</i> , H-300, H-350, and H-400) with an alternate type of level transmitter. | To be completed no later than December 31, 2024. |
| (yy) | Revise written procedures to include the evaluation/reassignment of Management of Change ("MOC") responsibilities to prevent personnel turnover from disrupting or preventing the correct implementation of MOC activities. | To be completed within 90 Days of the Effective Date. |