

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF UTAH

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THE UNITED STATES OF AMERICA,	)	
THE STATE OF WYOMING,	)	
AND THE STATE OF NORTH DAKOTA	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Civil Action No. 2:23cv252
	)	
MPLX LP,	)	
	)	
Defendant.	)	

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**CONSENT DECREE**

**TABLE OF CONTENTS**

I. BACKGROUND ..... 2

II. JURISDICTION AND VENUE ..... 4

III. APPLICABILITY AND SALES OR TRANSFERS OF OWNERSHIP AND OPERATION INTERESTS..... 5

IV. DEFINITIONS..... 7

V. CIVIL PENALTY ..... 21

VI. INJUNCTIVE RELIEF..... 23

VII. ENVIRONMENTAL MITIGATION PROJECTS..... 77

VIII. INCORPORATION OF CONSENT DECREE REQUIREMENTS INTO FEDERALLY ENFORCEABLE PERMITS..... 78

IX. REPORTING REQUIREMENTS ..... 84

X. NOTICES..... 95

XI. APPROVAL OF DELIVERABLES..... 98

XII. STIPULATED PENALTIES ..... 99

XIII. FORCE MAJEURE ..... 118

XIV. DISPUTE RESOLUTION ..... 120

XV. INFORMATION COLLECTION AND RETENTION ..... 122

XVI. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS..... 124

XVII. COSTS ..... 127

XVIII. EFFECTIVE DATE..... 127

XIX. RETENTION OF JURISDICTION ..... 127

XX. MODIFICATION ..... 127

XXI. TERMINATION..... 128

XXII. PUBLIC PARTICIPATION ..... 129

XXIII. SIGNATORIES/SERVICE..... 130

XXIV. INTEGRATION ..... 130

XXV. 26 U.S.C. SECTION 162(f)(2)(A) IDENTIFICATION..... 131

XXVI. FINAL JUDGMENT ..... 131

## **APPENDICES**

Appendix A Region 8 Engines List

Appendix B Factors to be Considered and Procedures to be Followed to Claim Commercial Unavailability

Appendix C Environmental Mitigation Projects

WHEREAS, Plaintiffs the United States of America (“United States”), by the authority of the Attorney General of the United States and through its undersigned counsel, acting at the request and on behalf of the United States Environmental Protection Agency (“EPA”), the State of Wyoming, on behalf of the Wyoming Department of Environmental Quality (“WDEQ”), and the State of North Dakota, on behalf of the North Dakota Department of Environmental Quality (“NDDEQ”), have filed a complaint against Defendant MPLX LP (“MPLX”) (“the Complaint”) alleging violations of the Clean Air Act (“CAA”), 42 U.S.C. § 7401 et seq. and applicable State laws, rules, regulations, and permits incorporating and implementing CAA requirements;

WHEREAS, the Complaint alleges that MPLX violated and/or continues to violate the CAA, Section 112(d), 42 U.S.C. § 7412(d), and the CAA’s implementing regulations for the National Emission Standards for Hazardous Air Pollutants (“NESHAP”) at 40 C.F.R. Part 63; Subpart HH (NESHAP for Oil and Natural Gas Production Facilities); NESHAP at 40 C.F.R. Part 63, Subpart ZZZZ (NESHAP for Stationary Reciprocating Internal Combustion Engines (RICE)); Section 111 of the CAA, 42 U.S.C. § 7411, and the CAA’s implementing regulations for New Source Performance Standards (“NSPS”) at 40 C.F.R. Part 60; and Section 502(b) of the CAA, 42 U.S.C. §§ 7661-7661f, and its implementing regulations for Title V Permits at 40 C.F.R. Part 71 at one or more of the Subject Compressor Stations (as defined herein) and Robinson Lake Gas Plant;

WHEREAS, the Complaint also alleges that MPLX violated and/or continues to violate the NSPS regulations found at 40 C.F.R. Part 60, Subpart KKK (Standards of Performance for Equipment Leaks of Volatile Organic Compounds From Onshore Natural Gas Processing Plants for which Construction, Reconstruction, or Modification commenced after January 20, 1984, and on or before August 23, 2011) (“Subpart KKK”); 40 C.F.R. Part 60, Subpart OOOO (Standards

of Performance for Crude Oil and Natural Gas Production, Transmission and Distribution for which Construction, Modification or Reconstruction Commenced After August 23, 2011, and on or before September 18, 2015) (“Subpart OOOO”); and 40 C.F.R. Part 60, Subpart OOOOa (Standards of Performance for Crude Oil and Natural Gas Facilities for which Construction, Modification or Reconstruction Commenced After September 18, 2015) (“Subpart OOOOa”) at one or more of the Subject Gas Plants (as defined herein);

WHEREAS, MPLX has waived any applicable federal or state requirements of statutory notice of the alleged violations;

WHEREAS, MPLX does not admit any liability to the United States or the State Co-Plaintiffs (as defined herein) arising out of the transactions or occurrences alleged in the Complaint or in this Consent Decree; and

WHEREAS, the United States, the State Co-Plaintiffs, and MPLX recognize, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest;

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section II, and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

## **I. BACKGROUND**

1. MPLX owns and operates the following compressor stations in the Uinta Basin in Utah: Chapita Compressor Station, Coyote Wash Compressor Station, and Wonsits Valley Compressor Station (“Subject Compressor Stations”).

2. Questar Gas Management Company (“Questar”), a predecessor of Andeavor, entered into a consent decree (“Questar CD”) with the United States on July 3, 2012, to resolve alleged violations of several MACT HH and MACT ZZZZ requirements at the Coyote Wash, Chapita, Island, River Bend, and Wonsits Valley Compressor Stations.

3. On December 4, 2014, Questar was acquired by Tesoro Logistics LP, which later changed its name to Andeavor Logistics, LP.

4. The Questar CD was terminated on June 4, 2014; however, several requirements from the decree survived termination by the express terms of the Questar CD, including Paragraphs 17, 19, 20, and 23. These requirements were incorporated into Title V permits for facilities that were subject to the Questar CD, some of which are at issue in this Consent Decree.

5. On July 30, 2019, Andeavor Logistics LP was acquired by MPLX.

6. On March 2, 2020, MPLX sold the Island Compressor Station to Dominion Energy Wexpro, d/b/a Wexpro Company. Island Compressor Station is therefore not a Subject Compressor Station in this Consent Decree.

7. On July 26, 2021, the United States, EPA, and MPLX entered into an agreement to modify Paragraph 23 of the Questar CD to allow MPLX to use Test Method 320 of 40 C.F.R. Part 63, appendix A in lieu of Method 7E of 40 C.F.R. Part 60 (Method 7E) and Method 10 of 40 C.F.R. part 60 for the measurement of nitrogen oxides (NOx) and carbon monoxide (CO), respectively, at the Subject Compressor Stations.

8. MPLX and its subsidiaries own and/or operate natural gas processing plants located near the following areas: Belfield, North Dakota; New Town, North Dakota; Palermo, North Dakota; Vernal, Utah; Jensen, Utah; Granger, Wyoming; and Rock Springs, Wyoming (the “Subject Gas Plants”).

9. MPLX acquired the Subject Gas Plants on or around July 30, 2019, when it merged with the previous owner, Andeavor Field Services LLC (“Andeavor”). Andeavor was acquired by MPLX’s parent company, Marathon Petroleum Company, on October 1, 2018.

10. On January 8, 2019, shortly before MPLX acquired the Subject Gas Plants, it entered into a consent decree with the United States, the State of Oklahoma, the Commonwealth of Pennsylvania, Pennsylvania Department of Environmental Protection, the State of West Virginia, and various MPLX-related entities in the Northern District of Ohio, Civil Action No. 3:18-cv-2526, to resolve alleged Clean Air Act violations and related state claims involving Leak Detection and Repair (“LDAR”) deficiencies at 20 natural gas processing plants (the “2019 MPLX LDAR Consent Decree”). The relief required of the Subject Gas Plants in this Consent Decree is similar to the relief required in the 2019 MPLX LDAR Consent Decree.

## **II. JURISDICTION AND VENUE**

11. This Court has jurisdiction over the subject matter of this action and over the Parties, pursuant to 28 U.S.C. §§ 1331, 1345, 1355, and 1367, and Section 113(b) of the CAA, 42 U.S.C. § 7413(b). Venue is proper in this judicial district pursuant to Section 113(b) of the CAA, 42 U.S.C. § 7413(b), and 28 U.S.C. §§ 1391(b) and (c), and 1395(a), because MPLX does business in this district. MPLX consents to and shall not challenge entry of this Consent Decree or this Court’s jurisdiction to enter and enforce this Decree and further consents to venue in this judicial district solely for the purpose of entering and enforcing this Consent Decree. Authority to bring this suit is vested in the United States Department of Justice by 28 U.S.C. §§ 516 and 519 and Section 305 of the CAA, 42 U.S.C. § 7605, and in State Co-Plaintiffs by Section 304 of the CAA, 42 U.S.C. § 7604.

12. For purposes of this Consent Decree, MPLX agrees that the Complaint states claims upon which relief may be granted.

### **III. APPLICABILITY AND SALES OR TRANSFERS OF OWNERSHIP AND OPERATION INTERESTS**

13. The obligations of this Consent Decree apply to and are binding upon the United States, State Co-Plaintiffs, and MPLX, and any of their respective successors or assigns, or other entities or persons otherwise bound by law.

14. In the event that MPLX proposes to sell or transfer ownership or operation, in whole or in part, of any of the Subject Gas Plants or Subject Compressor Stations (collectively “Subject Facilities”) to an entity unrelated to MPLX (“Third Party”), MPLX shall notify the Third Party in writing of the existence of this Consent Decree prior to the closing of such sale or transfer. MPLX shall send a copy of this written notification to the United States and the Applicable State Co-Plaintiff(s) pursuant to Section X (Notices) at least 30 Days prior to the proposed closing.

15. MPLX shall condition any sale or transfer, in whole or part, of ownership or operation of any of the Subject Facilities upon the execution by the Third Party of a modification to this Consent Decree to make the terms and conditions of this Consent Decree related to the ownership or operation of the transferred Subject Facility(ies) applicable to the Third Party. No earlier than thirty (30) Days after giving notice of a successor in interest pursuant to Paragraph 14, MPLX may file a motion to modify this Consent Decree with the Court to make the terms and conditions of the Consent Decree related to the ownership or operation of the transferred Subject Facility(ies) applicable to the Third Party. MPLX shall be released from the prospective requirements of this Consent Decree with respect to the transferred Subject Facility(ies) unless



the Court finds that the Third Party does not have the financial or technical ability to comply with the requirements of this Consent Decree.

16. This Consent Decree shall not be construed to impede the sale or transfer of any asset or interest between MPLX and any Third Party so long as the requirements of this Consent Decree are met.

17. Paragraphs 14-16 shall not be construed to affect or apply to mergers or other corporate transactions in which MPLX is acquired by a Third Party and the surviving entity, by operation of law, assumes all of such MPLX's assets and liabilities pursuant to the Consent Decree relating to the Subject Facilities.

18. No later than thirty (30) Days after the Effective date, MPLX shall: (a) provide a copy of this Consent Decree to all officers of MPLX and managers who will be responsible for implementation of the terms of this Consent Decree, and ensure that any employees and contractors whose duties might reasonably include compliance with any provision of this Consent Decree are made aware of this Consent Decree and the provisions that fall within such persons' duties; and (b) place an electronic version of the Consent Decree on its internal environmental website. MPLX shall be responsible for ensuring that all employees and contractors involved in performing any work pursuant to this Consent Decree perform such work in compliance with the requirements of this Consent Decree.

19. In any action to enforce this Consent Decree, MPLX shall not raise as a defense to liability or stipulated penalty the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree. This Paragraph does not preclude MPLX from holding any employee, agent, or contractor who is alleged to have not complied with this Consent Decree liable for their actions. Nor does this

Paragraph preclude MPLX in an action to enforce this Consent Decree pursuant to Section XIII (Force Majeure), from raising the failure of any contractor to take any actions necessary to comply with the provisions of this Consent Decree as a mitigating factor with regard to any penalty sought.

#### IV. DEFINITIONS

20. The terms used in this Consent Decree that are defined in the CAA or in federal and state regulations promulgated pursuant to the CAA shall have the meaning assigned to them in the CAA or such regulations, unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

- a. “Affected Facility” shall include any apparatus at a Subject Gas Plant that meets one of the types constituting an “affected facility” in 40 C.F.R. § 60.5365a(b) through (h), regardless of the apparatus’ actual date of construction, modification, or reconstruction except for the T-1 condensate atmospheric storage tank (84,000 gallon capacity) and T-2 slop oil atmospheric storage tank (21,000 gallon capacity) located at the Ironhorse Complex Gas Plant as specified in Paragraph 30.b.
- b. “Alarm” shall mean a sensor that instantaneously and remotely notifies MPLX of a variance in a monitored parameter.
- c. “Annual” or “annually” shall mean a calendar year, except as otherwise provided in applicable LDAR regulations.
- d. “Average” shall mean the arithmetic mean.
- e. “Bottom Dome Vapor Recovery Piping” shall mean the piping that connects the bottom dome of a pilot to a pressure relief valve of a pilot-operated modulating pressure relief valve.

f. “Bypass-1” shall mean the bypass vent and diverter valve located at Flare-1 of the Wonsits Valley Compressor Station which is utilized as a safety control device while maintenance is performed on Flare-1. A flow indicator (timer) is installed as required by 40 C.F.R. § 63.771(c)(3)(i)(A).

g. “CAP” shall mean the Corrective Action Plan described in Paragraph 46 of this Consent Decree.

h. “Clean Air Act” or “Act” or “CAA” shall mean the federal Clean Air Act, 42 U.S.C. §§ 7401-7671q, and its implementing regulations.

i. “Complaint” shall mean the Complaint filed by the United States and the State Co-Plaintiffs in this action.

j. “Consent Decree” or “Decree” shall mean this Consent Decree and all appendices attached hereto, but in the event of any conflict between the text of this Consent Decree and any Appendix, the text of this Consent Decree shall control.

k. “Continuous Parameter Monitoring System” or “CPMS” shall mean a system which electronically monitors and in an archive system records process and control system operational parameters that affect emissions levels or control efficiencies.

l. “Control Valve” shall mean a device capable of modulating fluid flow in response to a signal from an external device to keep a regulated process variable as close as possible to the desired set point.

m. “Covered Equipment” shall mean the following equipment in all Covered Process Units: All valves, pumps, pressure relief devices, and connectors in VOC or wet gas service that are regulated under any “equipment leak” provision of 40 C.F.R. Part 60, or any applicable state equipment leak regulation.

n. “Covered Process Unit” shall mean any process unit that is, or under the terms of this Consent Decree becomes, subject to the equipment leak provisions of 40 C.F.R. Part 60, Subpart OOOOa (and by reference 40 C.F.R. Part 60, Subpart VVa).

o. “Date of Lodging” shall mean the date that the United States files a “Notice of Lodging” of this Consent Decree with the Clerk of this Court for the purpose of providing notice and comment to the public.

p. “Day,” for purposes of requirements uniquely imposed by the LDAR and Compressor Station Programs under this Consent Decree, and not by any applicable LDAR Regulations, shall mean a calendar day. In computing any period of time under this Consent Decree for submittal of reports, where the last Day would fall on a Saturday, Sunday, or federal or state holiday, the period shall include the next Day that is not a Saturday, Sunday, or federal or state holiday. For all other purposes related to the Subject Gas Plants, “Day” shall have the meaning provided in the applicable LDAR Regulations.

q. “Dehydrator(s)” shall mean any or all of the following:

- i. “Dehydrator-1 at Wonsits Valley” is the 100 MMscfd triethylene glycol dehydrator located at the Wonsits Valley Compressor Station which is considered a “large glycol dehydration unit” under MACT HH and the Title V Permit V-UO-000005-2018.00 for the facility;
  - ii. “Dehydrator-1 and -2 at Robinson Lake” are the two 87.5 MMscfd ethylene glycol dehydration units located at the Robinson Lake Gas Plant; each is considered a “large glycol dehydration unit” under MACT HH and the Title V Permit AOP-28404 v.1.0 for the facility;
- and

- iii. “Dehydrator-3” is the 60.0 MMscfd triethylene glycol dehydration unit located at the Robinson Lake Gas Plant, which is considered a “large dehydration unit” under MACT HH and the Title V Permit AOP-28404 v.1.0 for the facility.
- r. “Distillation Unit” shall mean a device or vessel in which distillation operations occur, including all associated internals (such as trays or packing) and accessories (such as reboiler, condenser, vacuum pump, steam jet, etc.), plus any associated recovery system.
- s. “DOR” shall mean Delay of Repair.
- t. “Effective Date” shall have the meaning given in Section XVIII (Effective Date).
- u. “Environmental Mitigation Projects” shall mean the requirements set forth in Section VII (Environmental Mitigation Projects) and Appendix C to mitigate the environmental harm allegedly caused by noncompliance at MPLX’s Subject Facilities.
- v. “EPA” shall mean the United States Environmental Protection Agency and any of its successor departments or agencies.
- w. “Existing Connectors” shall mean connectors that are installed in a Covered Process Unit prior to the Effective Date.
- x. “Existing Valves” shall mean valves that are installed in a Covered Process Unit prior to the Effective Date.
- y. “Fin Fan Unit” shall mean an air-cooled heat exchanger.
- z. “Flare(s)” shall mean any or all of the following:
  - i. “Flare-1” shall mean the flare located at Wonsits Valley Compressor

Station that is utilized to control emissions from Dehydrator-1 as required by Wonsits Valley's Title V operating permit (V-UO-000005-2018.00) and 40 C.F.R. § 63.771(d)(4)(i);

- ii. "Flare-2" shall mean the flare located at Robinson Lake Gas Plant that is utilized as the primary flare for the triethylene glycol dehydrator (Dehydrator-3) as required by Robinson Lake's Title V operating permit AOP-28404 v.1.0. It is also the backup flare to Flare-3 to control emissions from Dehydrators -1, and -2; and
- iii. "Flare-3" shall mean the flare located at Robinson Lake Gas Plant that is the primary flare utilized to control emissions from Dehydrators-1 and -2, as required by Robinson Lake's Title V operating permit AOP-28404 v.1.0. It is the backup flare for Dehydrator-3.

aa. "Interest" shall mean interest at the rate specified in 28 U.S.C. § 1961.

bb. "Isolation Valve" shall mean a valve that temporarily (or permanently) isolates a part or piece of equipment, correspondingly removing that part or piece from VOC services.

cc. "LDAR" or "Leak Detection and Repair" shall mean the leak detection and repair activities required by any applicable "equipment leak" regulations set forth in 40 C.F.R. Part 60, Subparts KKK, OOOO, OOOOa, (and by reference 40 C.F.R. Part 60, Subparts VV and VVa), as well as any applicable state or local equipment leak requirements that require the use of Method 21 or OGI, as applicable to the alternative work practice as specified in 40 C.F.R. § 60.18(g), to monitor for equipment leaks and also require the repair of leaks discovered through such monitoring.

dd. “LDAR Audit Commencement Date” or “Commencement of an LDAR Audit” shall mean the first Day of the on-site inspection that accompanies an LDAR audit.

ee. “LDAR Audit Completion Date” or “Completion of an LDAR Audit” shall mean 120 Days after the LDAR Audit Commencement Date.

ff. “LDAR Auditor” shall mean the person or entity selected pursuant to Paragraph 45.b and responsible for conducting any LDAR Audit and preparing any Audit Report required under Paragraph 45 (LDAR Audits).

gg. “LDAR Database” shall mean an electronic database used to record data generated for compliance with LDAR Regulations and that is capable of exporting data in a reasonably usable format.

hh. “LDAR Personnel” shall mean all MPLX’s contractors and employees who perform any of the following activities at a Subject Gas Plant: LDAR monitoring; LDAR data input; maintenance of LDAR monitoring devices; leak repairs on equipment subject to LDAR; and/or any other field duties generated by LDAR Regulations or the LDAR Program. LDAR Personnel does not include the LDAR Auditor.

ii. “LDAR Program” shall mean the Leak Detection and Repair Program specified in Paragraphs 31-47 of this Consent Decree which includes:

(i) Requirements to achieve and ensure compliance with the LDAR requirements for natural gas processing plants at 40 C.F.R. Part 60, Subparts KKK, OOOO, OOOOa (and by reference 40 C.F.R. Part 60, Subparts VV and VVa), as well as any state or local equipment leak requirements; and

(ii) Required measures to mitigate environmental harm caused by alleged noncompliance at the Subject Gas Plants (including drill-and-tap requirements in Paragraph 37, the valve replacement and improvement program in Paragraph 39, and the connector replacement and improvement program in Paragraph 40.)

jj. “LDAR Regulations” shall collectively mean the regulations and requirements referenced in Paragraph 20.ii(i) as well as any permits incorporating such requirements.

kk. “Leak” shall mean:

(i) A Screening Value at or above the leak definition in the applicable LDAR Regulations, and as set forth in Table 3 of this Consent Decree;

(ii) Any emissions detected through olfactory, visual, or auditory (“OVA”) inspection; or

(iii) Any emissions imaged by an OGI instrument.

ll. “Low-Emissions Packing” or “Low-E Packing” shall mean a valve packing product that meets the specifications set forth in Subparagraphs (i) or (ii) below:

(i) A valve packing product, independent of any specific valve, for which the manufacturer has issued a written warranty that the packing will not emit fugitives at greater than 100 parts per million (ppm), and that, if it does so emit at greater than 100 ppm at any time in the first five years after installation, the manufacturer will replace the product; provided, however, that no packing product shall qualify as “Low-E” by reason of



written warranty unless the packing first was tested by the manufacturer or a qualified testing firm pursuant to generally-accepted good engineering practices for testing fugitive emissions; or

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

mm. “Low-E Injectable Packing” is a type of Low-E Packing product (also meeting Paragraphs 20.11(i) and (ii) above), that can be injected into a valve during a “drill-and-tap” repair of the valve as described in Paragraph 37.e of the Consent Decree.

nn. “Low-Emissions Valve” or “Low-E Valve” shall mean either of the following:

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

1. first was tested by the manufacturer or a qualified testing firm pursuant to generally-accepted good engineering practices for testing fugitive emissions; or

2. is an “extension” of another valve that qualified as “Low-E” under Subparagraph (i) above;

or

- (ii) A valve (including its specific packing assembly) that:
  1. has been tested by the manufacturer or a qualified testing firm pursuant to generally-accepted good engineering practices for testing fugitive emissions and that, during the test, at no time leaked at greater than 500 ppm, and on average, leaked at less than 100 ppm; or
  2. is an “extension” of another valve that qualified as “Low-E” under Subparagraph (i) above.

For purposes of Paragraph 20.nn, being an “extension of another valve” means that the characteristics of the valve that affect sealing performance (e.g., type of valve, stem motion, tolerances, surface finishes, loading arrangement, and stem and body seal material, design, and construction) are the same or essentially equivalent as between the tested and the untested valve.

oo. “MACT HH” shall mean 40 C.F.R. Part 63, Subpart HH (National Emission Standards for Hazardous Air Pollutants from Oil and Natural Gas Production Facilities).

pp. “MACT ZZZZ” shall mean 40 C.F.R. Part 63, Subpart ZZZZ (National Emission Standards for Hazardous Air Pollutants for Stationary Reciprocating Internal Combustion Engines).

qq. “Method 21” shall mean the test method found at 40 C.F.R. Part 60, Appendix A-7, Method 21. To the extent that the Covered Equipment is subject to

regulations that modify Method 21, those modifications shall be applicable.

rr. “Monthly” shall mean a calendar month (e.g., January 1-January 31) except as otherwise provided in applicable Federal Regulations.

ss. “NSPS JJJJ” shall mean 40 C.F.R. Part 60, Subpart JJJJ (Standards of Performance for Stationary Spark Ignition Internal Combustion Engines).

tt. “Optical Gas Imaging Instrument” or “OGI” shall mean an instrument that images a gas cloud, not visible to the naked eye, and can absorb/emit radiant energy at the waveband of the infrared camera. The waveband must contain at least the range of 3.2 to 3.4 micrometers.

uu. “OVA” shall mean an inspection conducted utilizing olfactory, auditory, and visual means of observation.

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

ww. “Parties” shall mean the United States, the State Co-Plaintiffs, and MPLX.

xx. “Pilot-Operated Modulating Pressure Relief Valve” or “PORV” shall mean a pilot valve (or control pilot) used to control or limit the pressure in a system or which can build up for a process upset, instrument or equipment failure, or fire.

yy. “Pre-existing Tap” shall mean a PORV that contains an existing port on the pressure relief valve allowing for vapor recovery from the bottom dome of the pilot valve (or control pilot) to the process.

zz. “Process Unit” shall mean “components [equipment] assembled for the extraction of natural gas liquids from field gas, the fractionation of the liquids into natural gas products, or other operations associated with the processing of natural gas products.

A process unit can operate independently if supplied with sufficient feed or raw materials and sufficient storage facilities for the products.” 40 C.F.R. § 60.5430a.

aaa. “Process Unit Shutdown” means a work practice or operational procedure that stops production from a Covered Process unit or part of a Covered Process Unit during which it is technically feasible to clear process material from a Covered Process Unit or part of a Covered Process Unit consistent with safety constraints and during which repairs can be accomplished. The following are not considered Process Unit Shutdowns: (a) an unscheduled work practice or operational procedure that stops production from a Covered Process Unit or part of a Covered Process Unit for less than 24 hours; (b) an unscheduled work practice or operational procedure that would stop production from a Covered Process Unit or part of a Covered Process Unit for a shorter period of time than would be required to clear the Covered Process Unit or part of the Covered Process Unit of materials and start up the unit, and would result in greater emissions than delay of repair of leaking components until the next scheduled Process Unit Shutdown; and (c) the use of spare equipment and technically feasible bypassing of equipment without stopping production.

bbb. “Quarter” or “quarterly” shall mean a calendar quarter (January through March, April through June, July through September, October through December) except as otherwise provided in applicable LDAR Regulations.

ccc. “Region 8” shall mean the EPA regional office that serves the States of Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming, and 28 tribal nations.

ddd. “Repair Verification Monitoring” shall mean monitoring in order to determine whether the Screening Value is below the applicable leak definition in the

LDAR Regulations or LDAR Program or that the Leak has been eliminated.

eee. “Root Cause Analysis” shall mean an assessment conducted through a process of investigation to determine the primary and contributing cause(s), if any, of the following compressor station requirements: failures of automatic Shutdown of a Dehydrator in accordance with Paragraph 27.c (Shutdown of Glycol Dehydrators ); outages of a Flare that require manual shutdown and any missing or invalid data for a Flare or Dehydrator, Paragraph 27.d(ii) (Audit of Flare, Pump or Flow Indicator CPMS Data, and Alarm Log) and ), Paragraph 27.d(iii). (Visual Evaluations of Flare Pilot Flame, Bypass Valve Position, and Dehydrator Glycol Circulation Rate); and engine performance testing failure pursuant to Paragraphs 28.c(iv) (Root Cause Analysis for Failed Engine Performance Test).

fff. “Screening Value” shall mean the highest emission level that is recorded at Covered Equipment as it is monitored for the relevant monitoring event in accordance with Method 21.

ggg. “Section” shall mean a portion of this Consent Decree that has a heading identified by a Roman numeral.

hhh. “Shutdown” shall mean (1) that an engine at the Subject Compressor Stations ceases operation and cannot compress natural gas for re-entry to the natural gas pipelines; (2) heat is removed from the glycol system by shutting off hot oil circulation; or (3) that glycol stops circulating through a Dehydrator via cessation of the glycol pumps at Wonsits Valley Compressor Station or Robinson Lake Gas Plant.

iii. “State Co-Plaintiffs” shall mean the States of Wyoming and North Dakota. An “Applicable State Co-Plaintiff” is the State Co-Plaintiff with jurisdiction over

an individual facility listed in definition III. (“Subject Facility”) at which an action is taken or decision made under this Consent Decree.

jjj. “Subject Compressor Stations” shall mean the compressor station facilities owned and operated by MPLX at the following locations:

- (i) Chapita Compressor Station (Latitude 40.036310, Longitude -109.426042)
- (ii) Coyote Wash Compressor Station (Latitude 40.038379, Longitude -109.441328)
- (iii) Wonsits Valley Compressor Station (Latitude 40.140792, Longitude -109.49322)

kkk. “Subject Gas Plants” shall mean the following natural gas processing plants owned and operated by MPLX at the following locations:

- (i) Belfield Gas Plant (Latitude 46.859808, Longitude -103.208236)
- (ii) Robinson Lake Gas Plant (Latitude 48.065965, Longitude -102.35095)
- (iii) Stanley Compressor Station (Latitude 48.254036, Longitude -102.351926)
- (iv) Ironhorse Complex Gas Plant (Latitude 40.03617, Longitude -109.454827)
- (v) Red Wash/24B Gas Plant (Latitude 40.196672, Longitude -109.28061)

(vi) Blacks Fork Gas Plant (Latitude 41.55450, Longitude - 110.04820)

(vii) Vermillion Gas Plant (Latitude 41.05872, Longitude - 108.761538)

lll. “Subject Facilities” shall mean the Subject Compressor Stations and Subject Gas Plants.

mmm. “Subparagraph” shall mean a subordinate paragraph of this Consent Decree identified by a lowercase letter or Roman numeral in lower case.

nnn. “Subpart Dc” shall mean 40 C.F.R. Part 60, Subpart Dc, Standards of Performance for Small Industrial-Commercial-Institutional Steam Generating Units.

ooo. “Subpart NNN” shall mean 40 C.F.R. Part 60, Subpart NNN (Standards of Performance for VOC From Synthetic Organic Chemical Manufacturing Industry Distillation Operations).

ppp. “Subpart OOOOa” shall mean 40 C.F.R. Part 60, Subpart OOOOa (Standards of Performance for Crude Oil and Natural Gas Production, Transmission and Distribution for which Construction, Modification or Reconstruction commenced after September 18, 2015).

qqq. “Subpart VV” shall mean 40 C.F.R. Part 60 Subpart VV (Standards of Performance for Equipment Leaks of VOC in the Synthetic Organic Chemicals Manufacturing Industry for which Construction, Reconstruction, or Modification Commenced After January 5, 1981, and on or Before November 7, 2006).

rrr. “Subpart VVa” shall mean 40 C.F.R. Part 60, Subpart VVa (Standards of Performance for Equipment Leaks of VOC in the Synthetic Organic Chemicals

Manufacturing Industry for Which Construction, Reconstruction, or Modification Commenced After November 7, 2006).

sss. “Subsection” shall mean a portion of a Section of this Consent Decree that has a heading identified by a capital letter.

ttt. “United States” shall mean the United States of America, acting on behalf of EPA.

uuu. “Volatile Organic Compounds” or “VOCs” shall mean volatile organic compounds as defined in 40 C.F.R. §§ 60.2, 60.481, 60.481a, and 51.100.

vvv. “Week” or “weekly” shall mean the standard calendar period, except as otherwise provided in applicable Federal Regulations.

## V. CIVIL PENALTY

21. By no later than 30 Days after the Effective Date of this Consent Decree, MPLX shall pay civil penalties totaling \$2,000,000 plus Interest from the Date of Lodging, as follows: (i) \$1,558,100 to the United States; (ii) \$325,200 to the State of North Dakota; (iii) \$116,700 to the State of Wyoming.

22. Payment of the civil penalty to the United States shall be made by Electronic Funds Transfer (“EFT”) to the U.S. Department of Justice account, in accordance with written instructions to be provided to MPLX by the Financial Litigation Unit (“FLU”) of the U.S. Attorney’s Office for the District of Utah after the Effective Date. Payment instructions provided by the FLU will include a Consolidated Debt Collection System (“CDCS”) number, which MPLX shall use to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide payment instructions to MPLX in accordance with Section X of this Decree (Notice). At the time of payment, MPLX shall send a copy of the EFT authorization



form, the EFT transaction record, and a transmittal letter: (i) to the United States in the manner set forth in Section X of this Decree (Notices), (ii) by email to [cinwd\\_acctsreceivable@epa.gov](mailto:cinwd_acctsreceivable@epa.gov); and (iii) by mail to:

EPA Cincinnati Finance Office  
26 W. Martin Luther King Drive  
Cincinnati, Ohio 45268

The transmittal letter shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in *United States, et al. v. MPLX LP*, and shall reference the civil action number, CDCS number, and DOJ case number 90-5-2-1-11374/2.

23. State Payment Instructions.

a. Payment to the State of Wyoming shall be made by means of a check made payable to the Wyoming Department of Environmental Quality and mailed to:

Department of Environmental Quality, Air Quality Division  
Attention: Ann Shed  
200 West 17<sup>th</sup> Street  
Cheyenne, Wyoming

b. Payment to the State of North Dakota shall be made by means of a check made payable to the North Dakota Department of Environmental Quality and mailed to:

North Dakota Department of Environmental Quality  
Attention: L. David Glatt, Director  
4201 Normandy St.  
Bismarck, ND 58503-1324

24. If any portion of the civil penalty due to the United States or a State Co-Plaintiff is not paid when due, MPLX shall pay Interest on the amount past due, accruing from the Effective Date through the date of payment. Interest payment under this Paragraph shall be in addition to any stipulated penalty due.

25. Not Tax Deductible. MPLX shall not deduct any penalties paid under this Section or Section XII (Stipulated Penalties) in calculating their federal, state, or local income tax.

26. Upon the Effective Date, this Consent Decree shall constitute an enforceable judgment for purposes of post-judgment collection in accordance with Federal Rule of Civil Procedure 69, the Federal Debt Collection Procedure Act, 28 U.S.C. §§ 3001-3308, and other applicable federal authority. The United States and State Co-Plaintiffs shall be deemed judgment creditors for purposes of collecting any unpaid amounts of the civil and stipulated penalties and Interest.

## VI. INJUNCTIVE RELIEF

### A. Compressor Station Program

27. **Continuous Monitoring at Wonsits Valley Compressor Station and Robinson Lake Gas Plant.** On or before the Effective Date, MPLX shall install and operate a Continuous Parameter Monitoring System (“CPMS”) for Flare-1 at Wonsits Valley Compressor Station and for Flares-2 and -3 at Robinson Lake Gas Plant, to monitor pilot status via a thermocouple of the Flares, in accordance with the requirements of 40 C.F.R. §§ 63.773(d)(1) and (3)-(7), as applicable. On or before the Effective Date, MPLX shall install and operate a CPMS for Bypass-1 at Wonsits Valley which shall monitor Bypass-1 for the closed-vent system in accordance with the requirements of 40 C.F.R. § 63.771(c)(3). On or before the Effective Date, MPLX shall install and operate a CPMS for Dehydrator-1 at Wonsits Valley and a CPMS for Dehydrator-1, -2, and -3 at Robinson Lake, which shall monitor the glycol pump status, hot oil flow status, or flow switch for each Dehydrator. If any supervisory control and data acquisition (SCADA) system fails to record data at a CPMS, an Alarm shall notify MPLX. MPLX shall account for

any CPMS remote data loss by reviewing and integrating the local timer data. In addition, MPLX shall conduct the following:

a. Site Specific Monitoring Plan. MPLX submitted to the EPA, for approval, a CPMS Site-Specific Monitoring Plan (“Monitoring Plan”) for the Dehydrator-1, Flare-1, and Bypass-1 at the Wonsits Valley Compressor Station. The EPA approved the CPMS Site-Specific Monitoring Plan (“Monitoring Plan”) for the Dehydrator-1, Flare-1, and Bypass-1 at the Wonsits Valley Compressor Station on January 19, 2023. Within 30 Days of the Effective Date, MPLX shall submit a Monitoring Plan for Robinson Lake Gas Plant Dehydrators-1, -2, and -3 and Flares-2 and -3, to the EPA for approval, in consultation with NDDEQ. MPLX may update or revise the monitoring plans, as appropriate, and shall submit revisions to EPA for re-approval in the next Semi-Annual Report. MPLX must implement the Monitoring Plans by the training implementation deadline set forth in Paragraph 27.b. The Monitoring Plans shall specify each CPMS’s design, data collection, and quality assurance and control procedures in accordance with 40 C.F.R. § 63.773(d)(1)(ii) and 40 C.F.R. § 63.8(d). At a minimum, the Monitoring Plans shall address, in detail:

(i) Identification of the equipment being monitored, the parameter(s) being monitored, and a description of the monitoring equipment, including:

1. Manufacturer and model number for primary CPMS components;

2. Performance criteria and design specifications for the monitoring system equipment, including the sample interface, detector signal analyzer and data acquisition and calculations;
3. Placement of the CPMS readout or visual display; and
4. Description of the sampling interface (e.g., thermocouple) location such that the monitoring system will provide representative measurements.

(ii) Equipment performance checks, system accuracy audits , or other audit procedures including those required by Paragraph 27.d.(i) (Equipment Performance Checks), Paragraph 27.d.(ii) (Audit of Flare, Pump or Flow Indicator CPMS Data, and Alarm Log), and Paragraph 27.d.(iii) (Visual Evaluations of Flare Pilot Flame, Bypass Valve Position, and Dehydrator Glycol Circulation Rate); ongoing operation and maintenance procedures in accordance with § 63.8(c)(1) and (3) and § 63.8(d), including:

1. Preventative maintenance of the CPMS, including spare parts inventory;
2. Verification of operational status shall, at a minimum, include completion of manufacturer's written specifications or recommendations for installation, operation, and calibration of the system;
3. Initial and any subsequent calibration of the CPMS; and
4. Program of corrective action for a malfunctioning CPMS.

(iii) Procedures for the Alarm described in Paragraph 27.c (Automatic Shutdown of Glycol Dehydrator), including a flowchart of personnel to be notified and timelines for immediate notification and response.

(iv) Detail of ongoing reporting and recordkeeping procedures in accordance with § 63.10(c), (e)(1), and (e)(2)(i), which requires:

1. All required measurements including monitoring data recorded during unavoidable CPMS breakdowns;
2. The date and time identifying each period during which the CPMS is inoperative except for zero (low level) and high-level checks;
3. The specific identification (i.e. the date and time of commencement and completion) of each period of excess emissions and parameter monitoring exceedances, as defined by the relevant standard(s), that occurs during periods other than startup, shutdowns, and malfunctions at the affected source;
4. The nature and cause of any malfunction (if known);
5. The corrective action taken or preventative measures adopted;
6. The nature of the repairs or adjustments to the CPMS that was inoperative;
7. The total process operating time during the reporting period;

8. All procedures that are a part of a quality control program developed and implemented for CPMS under § 63.8(d); and
9. A copy of a written report of the results of the CPMS performance evaluation, as required under 40 C.F.R. § 63.8(e).

b. Training Plan. Within 30 Days of EPA's approval of the Site-Specific Monitoring Plan, MPLX shall submit to EPA for review and approval a training plan for all personnel, whether employed or contracted by MPLX, who operate or maintain CPMS at the Wonsits Valley Compressor Station and Robinson Lake Gas Plant. The training plan for Wonsits Valley shall incorporate the Site-Specific Monitoring Plan for Flare-1, Bypass-1, and Dehydrator-1. The training plan for Robinson Lake shall incorporate the Site-Specific Monitoring Plan for Flares-2, -3, and Dehydrators-1, -2, and -3. MPLX shall implement the training plan and Wonsits Valley Site-Specific Monitoring Plan for Flare-1, Bypass-1, and Dehydrator-1 within 60 Days of the Effective Date. MPLX shall implement the training plan and Robinson Lake Site-Specific Monitoring Plan for Flares-2, -3, and Dehydrators-1, -2, and -3 within 60 Days of receipt of the EPA's approval of the training plan for Robinson Lake. The training plans shall, at a minimum, include the following:

- (i) Schedules for completing initial training of all relevant personnel, annual training thereafter, and training schedules for any newly hired personnel;
- (ii) Description of how the CPMS operates and requirements for maintenance and spare parts inventories;

(iii) Procedures for CPMS upsets or malfunctions, including an organizational contact chart for immediate notification of events to supervisors;

(iv) Procedures for conducting CPMS equipment performance checks;

(v) Procedures for investigating and determining the cause of (1) any flare outages, and (2) any periods of missing or invalid CPMS data, as set forth in Paragraph 27.d(ii) (Audit of Flare, Pump or Flow Indicator CPMS Data, and Alarm Log), below;

(vi) Recordkeeping and reporting requirements for the CPMS; and

(vii) Local supervisor(s) shall certify that all necessary personnel successfully complete the training.

c. Shutdown of Glycol Dehydrators at Wonsits Valley and Robinson Lake.

(i) *Shutdown of Glycol Dehydrator-1 at Wonsits Valley*

*Compressor Station.* At all times when Dehydrator-1 is operating at Wonsits Valley, MPLX must operate Flare-1 as required by 40 C.F.R. § 63.771(d)(4)(i). If Flare-1 is non-operational, as indicated by an unlit pilot flame observed during an OVA inspection, the OVA inspector shall confirm that Dehydrator-1 is Shutdown and if it is not, then MPLX shall immediately manually Shutdown Dehydrator-1 and initiate an Alarm. If Flare-1 is non-operational as indicated by the CPMS, failure of the monitoring equipment, local control panel, or programmable logic controller (“PLC”), then the CPMS for Flare-1 must Alarm MPLX

personnel, and the CPMS must automatically Shutdown Dehydrator-1, as described in the Site-Specific Monitoring Plan. Dehydrator-1 must remain Shutdown until MPLX performs the following: (i) corrective actions(s), and (ii) confirmation that Flare-1 is operation as required by 60 C.F.R. § 63.771(d)(4)(i). MPLX personnel shall conduct a follow-up OVA inspection of Flare-1 for no less than fifteen minutes while Dehydrator-1 is operating to validate a successful restart and following completion of corrective action(s). If Dehydrator-1 fails to automatically Shutdown, MPLX shall conduct a Root Cause Analysis and record the Root Cause(s) for the failure of the automatic Shutdown.

(ii) *Shutdown of Dehydrator-1, -2, and -3 at Robinson Lake Gas Plant.* At all times when Dehydrator-1, -2, and -3 are operating at Robinson Lake Gas Plant, MPLX must operate Flare-3 or Flare-2, as required by 40 C.F.R. § 63.771(d)(4)(i). If Dehydrators-1, -2, or -3 over-pressurize, the CPMS must automatically Shutdown the over-pressurized Dehydrators at Robinson Lake. If Flare-2 and Flare-3 are non-operational, as indicated by unlit pilot flames observed during an OVA inspection, MPLX shall immediately manually Shutdown Dehydrators-1, -2, and -3, and initiate an Alarm. If Flare-2 and Flare-3 are non-operational, as indicated by the CPMS, failure of the monitoring equipment, local control panel, or PLC, then the CPMS for Flare-2 and Flare-3 must Alarm MPLX personnel, and the CPMS automatically Shutdown the affected Dehydrators at Robinson Lake, as described in the Site-Specific



Monitoring Plan. Dehydrator-1, -2, and -3 must remain Shutdown until MPLX performs the following: (i) corrective action(s), and (ii) confirm that Flare-2 and Flare-3 are operating as required by 40 C.F.R. § 63.771(d)(4)(i). MPLX personnel shall conduct follow-up OVA inspections of Flare-2 and Flare-3 for no less than fifteen minutes while Dehydrator-1, -2, and -3 are operating to validate a successful restart and following completion of correction action(s). If Dehydrator-1, -2, or -3 fails to automatically Shutdown, MPLX shall conduct a Root Cause Analysis

d. CPMS Equipment Performance Checks and Data Audits. MPLX shall conduct periodic performance checks on the CPMS at the Wonsits Valley Compressor Station Flare-1, Bypass-1, and Dehydrator-1, and the CPMS at Robinson Lake Gas Plant Dehydrators-1, -2, and -3, and Flares-2 and -3. All records specified in this Paragraph shall be submitted in the next Semi-Annual Report due at least 30 Days after performance of the requirement. MPLX shall perform the following:

(i) *Equipment Performance Checks.* In accordance with Paragraph 27.a (Site-Specific Monitoring Plan), MPLX shall conduct and record quarterly equipment performance evaluations of all CPMS in accordance with the relevant Site-Specific Monitoring Plan applicable to each CPMS. MPLX shall conduct the first equipment performance evaluation within 60 Days of EPA's approval of each Site-Specific Monitoring Plan. After four consecutive quarterly evaluations at a CPMS that result in a passing performance, as determined by the data quality objectives and quality

assurance and quality control criteria specified in each Site-Specific Monitoring Plan, MPLX may reduce the evaluation frequency to annual. If any evaluation of a CPMS (either annual or quarterly) results in a performance failure, MPLX shall reset the frequency of evaluations back to quarterly with a requirement to begin again with four subsequent, consecutive quarterly evaluations before any reduction in frequency (e.g., number three out of four evaluations within the same year at the Dehydrator CPMS fails and MPLX must restart the evaluations at number one). Any change in the evaluation frequency shall require MPLX to report the change in the next Semi-Annual Report, including the date that the revised evaluation frequency was implemented.

(ii) *Audit of Flare, Pump or Flow Indicator CPMS Data, and Alarm Log.* No less than monthly, MPLX shall conduct a detailed audit of the Wonsits Valley CPMS data and Alarms for Dehydrator-1, Bypass-1, and Flare-1 and the Robinson Lake CPMS data and alarms for Dehydrators-1, -2, -3, Flares-2 and -3. Each audit shall be conducted at least 14 Days apart. MPLX shall verify that during any downtime of any Flare, the flare offline timer accurately tracked the duration of the downtime and the CPMS for any Dehydrator recorded the pump or flow status as “non-operational or off” throughout the Flare downtime duration. MPLX shall verify that during any operation of the Dehydrator pumps or hot oil flow, the bypass timer accurately tracked the duration of the event(s). If MPLX determines during a monthly data audit that the pumps

on any Dehydrator were operating or hot oil was flowing while any Flare was not operating, or if Bypass-1 was in the diverted position, MPLX shall conduct a Root Cause Analysis to determine the cause(s) of the failed automatic Shutdown of the Dehydrator. During the monthly data audit, MPLX shall also review Alarms generated by the CPMS and conduct a Root Cause Analysis to determine the cause(s) of any missing or invalid data for the Flares, Bypasses, or Dehydrators that is five minutes or greater in duration during the monthly audit period.

(iii) *Visual Evaluations of Flare Pilot Flame, Bypass Valve Position, and Dehydrator Glycol Circulation Rate at Wonsits Valley Compressor Station and Robinson Lake Gas Plant.* Each day a trained MPLX operations representative is on site, and no less frequently than weekly, MPLX shall conduct and record visual evaluations to ensure the presence of a pilot flame at all Flares, valve position of Bypass-1 at Wonsits Valley, and shall visually confirm and record the glycol circulation rate on the Dehydrators. If, during a visual evaluation, MPLX observes that the pilot flame on any Flare is unlit, MPLX personnel shall initiate an Alarm and immediately confirm that the applicable Dehydrator is Shutdown. If the Dehydrator is not Shutdown, MPLX shall immediately manually Shutdown the Dehydrator, and it shall remain Shutdown until:

- (1) the Flare is operating as required by 40 C.F.R. §63.771(d)(4)(i); and
- (2) corrective action is completed. MPLX personnel shall conduct a follow-up OVA inspection of the Flare for no less than fifteen minutes

while the Dehydrator is operating to validate a successful restart and following completion of corrective action(s). MPLX shall report the results of the visual and OVA inspections and any corresponding Root Cause(s) in the next Semi-Annual Report due at least 30 Days after completion of the monthly data audit.

e. Disconnection of Backup Combustor at Wonsits Valley. By the Date of Lodging, MPLX shall decommission and remove the backup combustor (Combustor-2) for Dehydrator-1 at the Wonsits Valley Compressor Station. MPLX shall provide EPA with notification of the date of removal with photograph confirming the Combustor-2 removal within 60 Days of the date of Combustor-2 removal.

f. Removal of Manual Vents and Installation of Stainless-Steel Lines at Robinson Lake Gas Plant. Within 30 Days of the Effective Date, MPLX shall remove the 3-inch manual valves downstream of Dehydrator-1 and -2 to eliminate any potential manual venting of emissions from those Dehydrators at Robinson Lake Gas Plant. Also, within 180 Days after the Effective Date, MPLX shall replace the EG BTEX vapor carbon steel line to Flare-3 with stainless-steel lines along the Dehydrator vent lines at Robinson Lake Gas Plant.

28. **Engines Owned and Operated by MPLX in Region 8.** MPLX shall perform the following program at all engines listed on Appendix A:

a. Catalyst Operation and Maintenance Standard Operating Procedure. On May 11, 2021, MPLX submitted to EPA, a Catalyst Operation and Maintenance SOP (“Catalyst O&M SOP”) which was approved by the EPA on September 9, 2022. MPLX shall implement the Catalyst O&M SOP at all engines listed on Appendix A within 60

Days of the Date of Lodging. MPLX may update or revise the SOP for Engines, as appropriate, and shall submit revisions to EPA for re-approval with the next Semi-Annual Report in the relevant reporting period.

b. Training of Personnel for Engines. Within 60 Days after the Date of Lodging, MPLX shall submit dated certifications of training for all personnel and contractors who are responsible for implementing the requirements of Paragraph 28.a (Catalyst O&M SOP). Certifications of training shall certify that personnel are trained in the Catalyst O&M SOP and must operate the engines in compliance with the SOP. A supervisor shall sign and certify that all necessary personnel successfully complete annual training. MPLX shall develop and implement internal procedures to ensure that all new personnel are trained on the SOP for Engines within 60 Days of their start date. Training on the SOP for Engines shall take place annually after the initial training. MPLX shall submit certifications in the next Semi-Annual Report due following completion of training.

c. Enhanced Engine Performance Testing. MPLX shall test all engines listed in Table 1, below, for MACT ZZZZ or NSPS JJJJ compliance, as applicable, and as set forth in this Paragraph:

(i) *MACT ZZZZ Testing.* On a semi-annual basis during the term of this Consent Decree, MPLX shall test all engines that are subject to MACT ZZZZ listed on Table 1 and that have operated for more than 168 cumulative hours during the semi-annual period. MPLX will submit performance test results in the next Semi-Annual Report due following the reporting period during which MPLX conducted the testing. Following a

demonstration of four consecutive compliant MACT ZZZZ performance tests at a single engine, MPLX may reduce testing of the engine to an annual frequency. If, following the four compliant engine tests, an engine: (1) fails a subsequent test by not meeting an emission limitation as set forth in MACT ZZZZ; or (2) the engine deviates from any of the operating limitations required by MACT ZZZZ, then MPLX must reinstate semi-annual testing for the engine. MPLX shall again be required to demonstrate four consecutive, semi-annual tests (conducted no more than 8 months and no less than 4 months apart) in compliance with MACT ZZZZ on any engine that fails an annual test. MPLX shall also conduct a performance test to re-establish catalyst pressure drop baseline and demonstrate compliance with MACT ZZZZ emission limits on each engine listed in Table 1 within seven (7) Days of any planned catalyst replacement or thirty (30) days of any unplanned catalyst replacement; prenotification requirements are waived. All testing shall be conducted in accordance with the performance test requirements at 40 C.F.R. § 63.6620 and in Table 4 of Subpart ZZZZ of 40 C.F.R. Part 63 or MPLX may use Test Method 320 of 40 C.F.R. part 63, appendix A (Method 320 of 40 C.F.R. part 63, Appendix A) in lieu of Method 7E of 40 CFR part 60 (Method 7E and Method 10 of 40 C.F.R. part 60 (Method 10) for the measurement of nitrogen oxides and carbon monoxide, respectively at the Subject Compressor Stations. MPLX shall submit a testing protocol in accordance with MACT ZZZZ to EPA 30 Days prior to the day of the

performance testing. MPLX shall submit the performance test results to EPA within 60 Days of completion of the performance test.

(ii) *NSPS JJJJ Testing.* MPLX shall test each engine on Table 1, below, that is subject to NSPS JJJJ every three (3) years or every 8,760 hours of operation, whichever comes first. MPLX shall also conduct a performance test to demonstrate compliance with NSPS JJJJ emission limits on each engine listed in Table 1 within seven (7) Days of any planned catalyst replacement or thirty (30) Days of any unplanned catalyst replacement presuming prenotification requirements are waived. All testing shall be conducted in accordance with requirements at 40 C.F.R. § 60.4244(c). MPLX shall submit a testing protocol for performance testing to EPA 30 Days prior to the day of the performance testing. MPLX shall submit the performance test results to EPA within 60 Days of completion of the performance test.

(iii) *Shutdown of Engines under MACT ZZZZ or NSPS JJJJ.* If performance testing is not possible within 7 Days of the planned catalyst replacement, MPLX shall Shutdown the engine until performance testing can be performed. If any engine listed on Table 1 fails to demonstrate compliance with NSPS JJJJ or MACT ZZZZ during a performance test, MPLX shall immediately Shutdown the engine. Additional requirements to engines that fail performance testing apply as follows:

1. MPLX may continue operations for no longer than the next calendar day to actively troubleshoot causes to the failed

performance test and perform a retest under the previously submitted testing protocol.

2. MPLX shall maintain records in support of continued operation for this limited purpose. MPLX shall notify EPA by writing or email within 24-hours of any failed engine performance test in accordance with Section X (Notices). The notice must include the operating status of the engine following the test failure.
3. MPLX shall perform corrective actions in compliance with the engine's manufacturer specifications and the EPA-approved SOP for Engines. Corrective actions shall include, as appropriate, catalyst or engine replacement.
4. Prior to returning the engine to Normal Operations, MPLX must demonstrate compliance with the applicable emissions limits through a re-test of the engine under the previously accepted protocol.
5. Results of a re-test of the engine shall be submitted to EPA within 30 Days of completion of the re-test.

(iv) *Root Cause Analysis for Failed Engine Performance Test.* At all engines on Appendix A, not later than 30 Days after any failed engine performance test under MACT ZZZZ or NSPS JJJJ, MPLX shall conduct a Root Cause Analysis to determine the primary cause and contributing cause(s), if any, of the failed performance test. MPLX shall then evaluate all other engines on Appendix A to determine whether the cause of the



performance test failure is an applicable consideration for the other engines. MPLX shall update its Catalyst O&M SOP, as applicable, following completion of the Root Cause Analysis. MPLX shall report the results of any Root Cause Analyses in the next Semi-Annual Report due at least 30 Days after completion of the analysis.

<b>Table 1: Engines Subject to Enhanced Performance Testing</b>		
<b>Compressor Station</b>	<b>NSPS JJJJ Engine(s)</b>	<b>MACT ZZZZ Engine(s)</b>
<b>Chapita</b>	C300	C100, C200, C300
<b>Coyote Wash</b>	C500	C100, C200, C300, C400, C500
<b>Flat Rock</b>	C200	
<b>Wonsits Valley</b>	C202, C203, C204, C206, C207	C202, C203, C204, C206, C207

d. Engine Catalyst Inlet Temperatures. MPLX shall continuously monitor catalyst inlet temperatures of all engines in Region 8 States that have CPMS for continuous catalyst inlet temperature monitoring, as identified on Appendix A.

- (i) If a catalyst inlet temperature falls below 475°F for more than 45 minutes while the engine is running:
1. An Alarm shall be initiated, and an operator shall be dispatched to arrive at the compressor station within 12 hours. MPLX shall ensure that the appropriate controls and environmental groups are contacted for response to the Alarm.

2. The dispatched operator shall verify the low inlet temperature and analyze causes of the low temperature. The dispatched operator shall correct the catalyst inlet temperature or Shutdown the affected engine prior to leaving the compressor station.
3. If the operator corrects the catalyst inlet temperature, the operator shall monitor the engine and inlet temperature for 1-hour to verify that the catalyst inlet temperature is between 475-1325°F.
  - (ii) If a catalyst inlet temperature exceeds the upper range of 1325°F for 15-minutes any length of time:
    1. An Alarm shall be initiated, and an operator shall be dispatched to arrive at the compressor station within 12 hours. MPLX shall ensure that the appropriate controls and environmental groups are contacted for response to the Alarm.
    2. The operator will arrive on site within 12 hours of the Alarm to verify that the temperature has exceeded 1325°F. If the temperature monitoring is not operating correctly, the operator will attempt corrective action for no more than 12-hours. MPLX shall Shutdown the engine if attempt at corrective action fails to fix temperature monitoring within 12-hours of the initial attempt. If the temperature monitoring is accurately

recording a temperature exceedance, the operator will immediately Shutdown the engine.

3. If the engine is Shutdown due to a temperature exceedance, the operator shall inspect the catalyst for damage and if the catalyst has been damaged, it will be replaced before the engine is restarted.
4. If the catalyst shows no sign of damage the operator will restart the engine and monitor the inlet temperature for at least 1 hour to ensure that the temperature is between 475-1325°F.

29. **Recordkeeping.** MPLX shall maintain the following records required by this Consent Decree for a term of not less than five years after the Termination of this Decree:

- a. All final and subsequent resubmissions of Site-Specific Monitoring Plans as required by Paragraph 27.a;
- b. All final and subsequent resubmissions of Training Plans on the Site-Specific Monitoring Plan as required by Paragraph 27.b;
- c. All certifications of completion of training on the on the Site-Specific Monitoring Plans as required by Paragraph 27.b;
- d. Auto-Shutdown logs, Root Cause Analysis, records of corrective action, confirmation of Flare pilot light function, and confirmation logs of 15-minute OVA post-failure inspection of Flares, Bypass-1, and Dehydrators, as required by Paragraph 27.c(i)-(ii);
- e. CPMS Equipment Performance records required by Paragraph 27.d;
- f. Removal and installation of applicable equipment records as required by

Paragraphs 27.e-27.f;

g. All final and subsequent resubmissions of the Catalyst O&M SOP as required by Paragraph 28.a;

h. All documentation of compliance with the Catalyst O&M SOP approved by the EPA under Paragraph 28.a;

i. All final and subsequent resubmissions of Training Plan on the Catalyst O&M SOP as required by Paragraph 28.b;

j. All certifications of training on the Catalyst O&M SOP as required by Paragraph 28.b;

k. Root Cause Analyses for failed engine performance tests as required by Paragraph 28.c; and

l. Records of any out-of-range catalyst inlet temperatures as required by Paragraph 28.d.

**B. Subpart OOOOa Applicability to Process Units at Subject Gas Plants**

30. **NSPS and Covered Process Units Applicability.** Upon the Effective Date, MPLX shall accept applicability of and comply with 40 C.F.R. Part 60, Subpart OOOOa at all Affected Facilities at all of the Subject Gas Plants, except as set forth below:

a. The requirements of this Paragraph shall not apply to the Red Wash/24B Gas Plant while it is non-operational (i.e., has suspended production and ceased daily operations). If the Red Wash/24B Gas Plant resumes operations prior to termination of the Consent Decree, MPLX must notify EPA and the Applicable State Co-Plaintiff in accordance with Section X (Notices) and comply with this Paragraph immediately.

b. The requirements of this Paragraph shall not apply to the Ironhorse

Complex Gas Plant T-1 condensate atmospheric storage tank and T-2 slop oil atmospheric storage tank. MPLX shall comply with the conditions set forth in its Title V permit application at the Ironhorse Complex. Upon issuance of the Title V permit for the Ironhorse Complex, MPLX shall comply with its terms and conditions. MPLX shall comply with Paragraph 49 (Optical Gas Imaging Program) of this Consent Decree at the Ironhorse Complex Gas Plant T-1 condensate atmospheric storage tank and T-2 slop oil atmospheric storage tank. Within 90 Days of the Effective Date, MPLX shall also submit an engineering evaluation to the EPA which demonstrates that the vapor control system that manifolds the Ironhorse Complex Gas Plant T-1 condensate atmospheric storage tank and the T-2 slop oil atmospheric storage tank together is adequately designed to route all vapors to the control device.

**C. LDAR Program at Subject Gas Plants**

31. Applicability.

a. The requirements of this LDAR Program shall apply to all Covered Equipment and all Covered Process Units at the Subject Gas Plants, except the requirements under Paragraphs 36.a-42 shall not apply to the Stanley -Compressor, Vermillion, and Red Wash/24B Gas Plants. Moreover, the requirements of Paragraphs 32-44 shall not apply to the Red Wash/24B Gas Plant while it is non-operational (i.e., has suspended production and ceased daily operations). If the Red Wash/24B Gas Plant resumes operation prior to termination of the Consent Decree, MPLX must notify EPA and the Applicable State Co-Plaintiff in accordance with Section X (Notices) and comply with Paragraphs 32-44 immediately. The requirements of this LDAR Program are in addition to, and not in lieu of, the requirements of any other LDAR Regulation that may

be applicable to a piece of Covered Equipment. If there is a conflict between an LDAR Regulation and this LDAR Program, MPLX shall follow the more stringent requirement.

b. Summary. As more fully described in this section, the LDAR Program requires MPLX to:

<b>Requirement</b>	<b>Paragraph</b>	<b>Subject Gas Plants</b>
Develop an LDAR Document for each Subject Gas Plant	32 (Facility-Wide LDAR Document)	Belfield, Robinson Lake, Ironhorse Complex, Blacks Fork, Stanley Compressor Station, Red Wash/24B, Vermillion
Conduct LDAR monitoring of Covered Equipment using Method 21 and a data logger (or equivalent instrument)	33 (Method 21 Data Logging)	Belfield, Robinson Lake, Ironhorse Complex, Blacks Fork, Stanley Compressor Station, Red Wash/24B, Vermillion
Monitor Covered Equipment at frequency specified in Paragraph 34	34 (Monitoring Frequency)	Belfield, Robinson Lake, Ironhorse Complex, Blacks Fork, Stanley Compressor Station, Red Wash/24B, Vermillion
Level at which a Leak is detected	35 (Action Levels)	Belfield, Robinson Lake, Ironhorse Complex, Blacks Fork, Stanley Compressor Station, Red Wash/24B, Vermillion
Repair Leaking Covered Equipment	36 (Repairs)	Belfield, Robinson Lake, Ironhorse Complex, Blacks Fork, Stanley Compressor Station, Red Wash/24B, Vermillion
Perform Repair Verification Monitoring	36.a. (Repair Verification Monitoring)	Belfield, Robinson Lake, Ironhorse Complex, Blacks Fork
Drill-and-Tap of Leaking Covered Equipment	37 (Drill-and-Tap for Valves)	Belfield, Robinson Lake, Ironhorse Complex, Blacks Fork
Follow the Consent Decree's requirements for any Covered Equipment placed on DOR	38 (Delay of Repair)	Belfield, Robinson Lake, Ironhorse Complex, Blacks Fork

<b>Table 2: LDAR Program Summary</b>		
<b>Requirement</b>	<b>Paragraph</b>	<b>Subject Gas Plants</b>
Implement a Valve Replacement and Improvement Program	39 (Valve Replacement and Improvement Program)	Belfield, Robinson Lake, Ironhorse Complex, Blacks Fork
Implement a Connector Replacement and Improvement Program	40 (Connector Replacement and Improvement Program)	Belfield, Robinson Lake, Ironhorse Complex, Blacks Fork
Comply with Management of Change requirements	41 (Management of Change)	Belfield, Robinson Lake, Ironhorse Complex, Blacks Fork
Implement training protocols	42 (Training)	Belfield, Robinson Lake, Ironhorse Complex, Blacks Fork
Daily certification by monitoring technicians	43 (Daily Certification by Monitoring Technicians)	Belfield, Robinson Lake, Ironhorse Complex, Blacks Fork, Stanley Compressor Station, Red Wash/24B, Vermillion
Implement a quality assurance/quality control program	44 (QA/QC)	Belfield, Robinson Lake, Ironhorse Complex, Blacks Fork, Stanley Compressor Station, Red Wash/24B, Vermillion
Conduct LDAR audits of each Subject Gas Plant	45 (LDAR Audit) and 46 (Corrective Action)	Belfield, Robinson Lake, Ironhorse Complex, Blacks Fork, Stanley Compressor Station, Red Wash/24B, Vermillion

32. **Facility-Wide LDAR Document.** On August 17, 2022, the EPA, in consultation with the State Co-Plaintiffs, approved a template facility-wide LDAR document (“LDAR Document”). No later than 45 Days after the Effective Date, MPLX shall develop, for each Subject Gas Plant, a LDAR Document that describes: (i) applicability of the LDAR Program and LDAR Regulations to process units or specific equipment, including Leak definitions and monitoring frequencies; (ii) a tracking program (e.g., Management of Change Program, as provided in Paragraph 41) that ensures that new pieces of equipment added to the Subject Gas

Plant for any reason are integrated into the LDAR Program and that pieces of equipment that are taken out of service are removed from the LDAR Program; (iii) the roles and responsibilities of all LDAR Personnel at the Subject Gas Plant and the training each will receive under Paragraph 42 (Training); (iv) an analysis demonstrating that the number of personnel dedicated to LDAR functions is sufficient to satisfy the requirements of the LDAR Program; and (v) an explanation of how MPLX plans to implement this LDAR Program at the Subject Gas Plant.

a. MPLX shall review the LDAR Document annually, update it by no later than December 31 of each year, and shall make the LDAR Document available to EPA and the Applicable State Co-Plaintiff upon request.

**33. Method 21 Data Logging.**

a. Method 21 Data Logging. Beginning on the Effective Date, for all Covered Equipment, MPLX shall comply with Method 21 in performing LDAR monitoring, using an instrument attached to a data logger (or an equivalent instrument) which directly records electronically the Screening Value detected at each piece of Covered Equipment, the date and time of the Screening Value, and the identification numbers of the monitoring instrument and the technician. MPLX shall transfer this monitoring data to an electronic database on at least a weekly basis for recordkeeping purposes.

b. If, during LDAR monitoring in the field, a piece of Covered Equipment is discovered that is not listed in the data logger, MPLX is permitted to monitor the piece of Covered Equipment and record, by any means available, the Screening Value, the date and time of the Screening Value, the identification numbers of the monitoring instrument and technician, and the identification number of the Covered Equipment monitored, if



available. In such an instance, the failure to initially record the information electronically, in the data logger, does not constitute a violation of this Paragraph's requirement to record the required information electronically, provided that MPLX adds the piece of Covered Equipment and the information regarding the monitoring event to the LDAR Database within 10 Days.

c. If MPLX obtains approval from EPA to utilize an alternative means of emission limitation (AMEL) during the life of the Consent Decree, the requirements of the AMEL would apply.

**34. Monitoring Frequency.**

a. Monitoring Frequency. Beginning no later than 90 Days after the Effective Date, for all Covered Equipment, MPLX shall comply with the following periodic monitoring frequencies, unless: (i) more frequent monitoring is required by federal, state, or local laws or regulations; or (ii) the relevant Covered Process Unit has been permanently shut down:

- (i) Valves – Quarterly
- (ii) Pumps – Monthly
- (iii) Connectors – Annually
- (iv) Pressure Relief Devices in Gas/Vapor Service - Quarterly

b. Compliance with the monitoring frequencies in this Paragraph is not required when an applicable LDAR Regulation excludes or exempts, fully or partially, monitoring at a periodic frequency (e.g., an exemption for equipment that is designated as unsafe-to-monitor or difficult-to-monitor or an exemption for pumps that have no externally actuated shaft), provided that MPLX satisfy all applicable conditions and

requirements for the exclusion or exemption set forth in the regulation.

c. The monitoring requirements of this Paragraph shall apply and MPLX shall not use the skip/alternative monitoring provisions in 40 C.F.R. §§ 60.483-1a, 60.483-2a, and 60.482-11a(b)(3)(ii) or (iii).

35. **Action Levels.** Beginning on the Effective Date of this Consent Decree and continuing until termination of this Consent Decree, for all leaks from Covered Equipment detected at or above the leak definitions listed in Table 3 for each of the specific types of Covered Equipment, MPLX shall perform repairs, replacements, or repacking in accordance with Paragraphs 36-40.

<b>Table 3: Leak Definitions for Types of Covered Equipment</b>	
<b>Equipment Type</b>	<b>Lower Leak Definition (ppm)</b>
Valves	500
Connectors	500
Pressure Relief Devices in Gas/Vapor Service	500
Pumps	2,000

a. MPLX may elect to adjust or not to adjust the monitoring instrument readings for background pursuant to any provisions of applicable LDAR Regulations that address background adjustment, provided that MPLX complies with the requirements for doing so or not doing so.

b. Beginning no later than 90 Days after the Effective Date of this Consent Decree, for all Covered Equipment and all valves and pumps in heavy liquid service, if evidence of a potential Leak is detected through OVA inspection at any time, including

outside of periodic monitoring, MPLX shall comply with all applicable regulations and, if repair is required, with Paragraphs 36 (Repairs), 37 (Drill-and-Tap for Valves), and 38 (Delay of Repair).

36. **Repairs.** No later than five Days after detecting a Leak at Covered Equipment, MPLX shall perform a first attempt at repair. No later than 15 Days after detection, MPLX shall repair the Covered Equipment or place the Covered Equipment on the DOR list provided that MPLX has complied with all applicable LDAR Regulations and with the requirements of this Paragraph, Paragraph 37 (Drill-and-Tap for Valves), Paragraph 38 (Delay of Repair), Paragraph 39 (Valve Replacement and Improvement), and Paragraph 40 (Connector Replacement and Improvement), as applicable to the Subject Gas Plant.

a. Repair Verification Monitoring. Beginning on the Effective Date of this Consent Decree and continuing until termination of this Consent Decree, MPLX shall perform Repair Verification Monitoring no later than the next Day after each attempt at repair of the Covered Equipment. No Covered Equipment will be considered repaired until Repair Verification Monitoring demonstrates there is no Leak. Repair Verification Monitoring shall confirm a Leak is repaired if:

(i) For a Leak detected using Method 21, the Screening Value is below the applicable Leak definition in the LDAR Program; or

(ii) For a Leak detected using an OGI instrument, no emissions are imaged by OGI or the Screening Value is below the applicable leak definition in the LDAR Program.

b. Nothing in this Paragraph is intended to prevent MPLX from taking a Leaking piece of Covered Equipment out of service; provided, however, that prior to

placing the Leaking piece of Covered Equipment back in service, MPLX must repair the Leak or must comply with the requirements of Paragraph 38 (Delay of Repair) to place the piece of Covered Equipment on the DOR list.

37. **Drill-and-Tap for Valves (other than Control Valves).** Beginning on the Effective Date, MPLX shall attempt at least one drill-and-tap repair (with a second injection of an appropriate sealing material if the first injection is unsuccessful at repairing the leak) of any Leaking valve in accordance with this Paragraph before placing the valve on the DOR list.

a. Valves Subject to Drill-and-Tap Requirements. This Paragraph applies to valves (other than Control Valves) for which other repair attempts have failed to reduce emissions below the applicable Leak definition and that MPLX is unable to remove from service.

b. Required Sealant Re-Injection. If the first sealant injection performed as part of the drill-and-tap repair is unsuccessful at repairing the Leak, MPLX shall perform a second injection of an appropriate sealing material.

c. Drill-and-Tap Exceptions. Drill-and-Tap is not required:

(i) When Paragraph 39 (Valve Replacement and Improvement Program) applies; or

(ii) When there is a safety, major mechanical, major product quality, or environmental issue with repairing the valve using the drill-and-tap method, in which case, MPLX shall document the reason(s) why any drill-and-tap attempt was not performed prior to placing any valve (other than Control Valves) on the DOR list.

d. Timing for Drill-and-Tap Repairs & Provisional DOR Listing.

(i) If a drill-and-tap attempt can reasonably be completed within the 15-Day repair period, MPLX shall complete the drill-and-tap attempt in that time period.

(ii) If a drill-and-tap attempt cannot reasonably occur within the 15-Day repair period (e.g., if MPLX's drill-and-tap contractor is not local and must mobilize to the Subject Gas Plant), MPLX provisionally may place the valve on the DOR list pending attempting the drill-and-tap repair as expeditiously as practical. Absent one of the exceptions found in Paragraph 37.c. above or as otherwise agreed to in writing by EPA, in consultation with the Applicable State Co-Plaintiff, in no event may MPLX take more than 30 Days from the initial Leak detection to attempt a drill-and-tap repair. If upon Repair Verification Monitoring in accordance with Paragraph 36.a. verifies that emissions are below the Leak definitions in Paragraph 35 (Action Levels), the valve shall be removed from the provisional DOR list and considered repaired.

e. As an alternative to the drill-and-tap repair method for leaking valves (other than control valves) set forth in this Paragraph or in circumstances where Low-E Packing is required under Paragraph 39.e., MPLX may attempt a drill-and-tap repair using Low-E Injectable Packing. If a drill-and-tap repair using Low-E Injectable Packing fails to reduce emissions below the applicable leak definition after one injection of Low-E Injectable Packing, MPLX shall place the valve on the DOR list.

38. **Delay of Repair.** Beginning no later than the Effective Date of this Consent Decree, for all Covered Equipment placed on the DOR list, MPLX shall:

a. Require sign-off from the relevant process unit supervisor or person of similar authority that the piece of Covered Equipment is technically infeasible to repair without a Process Unit Shutdown, and maintain records of such supervisor sign-off in accordance with Section X (Notices);

b. Undertake periodic monitoring of the Covered Equipment placed on the DOR list at the frequency specified in Paragraph 34 (Monitoring Frequency) (unless more frequent monitoring is required under applicable LDAR Regulations); and either

(i) Repair the Covered Equipment within the time frame required by the applicable LDAR Regulation; or

(ii) If Paragraph 39 (Valve Replacement and Improvement Program) or Paragraph 40 (Connector Replacement and Improvement Program) applies, replace, repack, or improve the Covered Equipment according to the timeframes set forth in Paragraphs 39-40.

39. **Valve Replacement and Improvement Program.** Beginning no later than 90 Days after the Effective Date, MPLX shall implement the Valve Replacement and Improvement Program set forth in this Paragraph.

a. All references to “valves” in this Paragraph exclude pressure relief valves.

b. List of all Existing Valves in the Covered Process Units. In the initial annual report required by Paragraph 74.a.(ii).10., MPLX shall include a list, organized by Covered Process Unit, of the tag numbers of all valves subject to this LDAR Program. The valves on this list shall be the “Existing Valves” for purposes of this Paragraph.

c. Proactive Valve Monitoring Work Practices for Each Newly Installed or Repacked Valve. MPLX shall undertake the work practices specified in this Paragraph

with respect to each new valve that is subject to LDAR Regulations that is installed (whether the new valve replaces an Existing Valve or is newly added to a Covered Process Unit) and each Existing Valve that is repacked. Upon installation (or re-installation in the case of repacking) and within 14 Days of the valve's exposure (or re-exposure, in the case of repacking) to process fluids, MPLX shall use OGI or Method 21 to ensure that the valve's packing gland nuts or their equivalent (e.g., pushers) are not Leaking. If a Leak is detected, MPLX shall repair (or, if applicable, replace) and re-monitor Leaking Covered Equipment in accordance with Paragraphs 36-39.

d. Installing New Valves. Except as provided in Paragraph 39.g, MPLX shall ensure that each new valve (other than a valve that serves as the closure device on an open-ended line) that it installs in each Covered Process Unit, and that, when installed, will be regulated under applicable LDAR Regulations, either is a Low-E Valve or is fitted with Low-E Packing. This requirement applies to entirely new valves that are added to a Covered Process Unit and to Existing Valves that are replaced for any reason in a Covered Process Unit.

(i) Paragraph 39.d shall not apply in emergencies or exigent circumstances requiring immediate installation or replacement of a valve where a Low-E Valve or Low-E Packing is not available on a timely basis. Any such instance shall be reported in the next LDAR Program compliance status report.

(ii) Paragraph 39.d. shall not apply to valves that are installed temporarily for a short-term purpose and then removed (e.g., valves connecting a portion of the Covered Process Unit to a testing device).

e. Replacing or Repacking Existing Valves with Low-E Valves or Low-E Packing.

(i) *Existing Valves Required to Be Replaced or Repacked.* Except as provided in Paragraph 39.g (Commercial Unavailability), for each Existing Valve that has a Screening Value at or above 500 ppm twice in any 4-year period, MPLX shall either replace or repack the Existing Valve with a Low-E Valve or with Low-E Packing.

(ii) *Timing: If Replacing or Repacking Does Not Require a Process Unit Shutdown.* If replacing or repacking does not require a Process Unit Shutdown, MPLX shall replace or repack the Existing Valve no later than 30-Days after the monitoring event that triggers the replacing or repacking requirement, unless MPLX complies with the following:

1. Prior to the 30-Day deadline, MPLX must take actions necessary to obtain the required Low-E Valve or Low-E Valve packing, including all necessary associated materials, as expeditiously as practical, and retain documentation of the actions taken and the date of each such action;
2. If, despite MPLX's efforts to comply with Paragraph 39.e(ii)(1), the required valve or valve packing, including all necessary associated materials, is not available in time to complete the installation within 30 Days, MPLX must take all reasonable actions to minimize emissions from the valve pending completion of the required replacing or repacking.



Examples include: 1) repair; 2) more frequent monitoring, with additional repairs as needed; or 3) where practical, interim replacing or repacking of a valve with a valve that is not a Low-E Valve or with packing that is not Low-E Packing; and

3. MPLX must promptly perform the required replacing or repacking after MPLX's receipt of the Low-E Valve or Low-E Valve packing, including all necessary associated materials.

(iii) *Timing: If Replacing or Repacking Requires a Process Unit Shutdown.* If replacing or repacking requires a Process Unit Shutdown, MPLX shall replace or repack the Existing Valve during the first Process Unit Shutdown that follows the monitoring event that triggers the requirement to replace or repack the valve, unless MPLX documents that insufficient time existed between the monitoring event and the Process Unit Shutdown to enable MPLX to purchase and install the required valve or valve packing technology. In that case, MPLX shall undertake the replacing or repacking at the next Process Unit Shutdown that occurs after MPLX's receipt of the valve or valve packing, including all necessary associated materials.

(iv) *Applicable Requirements Pending Replacement or Repacking.*

1. *Applicability of Drill-and-Tap Requirements:* MPLX shall not be required to comply with the drill-and-tap requirements of Paragraph 37, pending replacing or repacking pursuant to Paragraph 39.e if MPLX completes the replacing or repacking

by the date that is no later than 30 Days after detecting the Leak. If MPLX does not complete the replacing or repacking within 30 Days, or if at the time of the leak detection MPLX reasonably can anticipate that they might not be able to complete the replacing or repacking within 30 Days, MPLX shall comply with all applicable requirements of Paragraphs 36-38.

2. Actions Required Pursuant to Applicable Regulations: For each Existing Valve that has a Screening Value at or above 500 ppm, MPLX shall comply with all applicable LDAR Regulations and the LDAR Program, including Paragraphs 36 (Repairs), 37 (Drill-and-Tap for Valves), and 38 (Delay of Repair) pending replacing or repacking pursuant to Paragraph 39.e.

f. Provisions Related to Low-E Valves and Low-E Packing.

- (i) *Low-E Status Not Affected by Subsequent Leaks.* If, during monitoring or after installation, a Low-E Valve or a valve using Low-E Packing has a Screening Value at or above 500 ppm, the leak is not a violation of this Consent Decree, does not invalidate the “Low-E” status or use of that type of valve or packing technology, and does not require replacing other, non-leaking valves or packing technology of the same type.

(ii) *Repairing Low-E Valves.* If, during monitoring after installation, a Low-E Valve or a valve using Low-E Packing has a Screening Value at or above 500 ppm, Paragraphs 36-38 shall apply.

(iii) *Replacing or Repacking Low-E Valves.* MPLX shall replace or repack a Low-E Valve or a valve using Low-E Packing in accordance with the procedures and requirements for replacing or repacking leaking Existing Valves under Paragraph 39.e. when:

1. the Low-E Valve or valve with Low-E Packing is found Leaking twice in any 4-year period (excluding Repair Verification Monitoring conducted in accordance with Paragraph 36.a or monitoring conducted while the valve is on DOR); or
2. MPLX replaces or repacks a Low-E Valve or valve with Low-E Packing for any reason.

g. Commercial Unavailability of a Low-E Valve or Low-E Packing. MPLX shall not be required to utilize a Low-E Valve or Low-E Packing to replace or repack a valve if a Low-E Valve or Low-E Packing is commercially unavailable. The factors relevant to the question of commercial unavailability and the procedures that MPLX must follow to assert that a Low-E Valve or Low-E Packing is commercially unavailable are set forth in Appendix B.

h. Records of Low-E Valves and Low-E Packing. Prior to installing any Low-E Valves or Low-E Packing (or if not possible before installation, then as soon as possible after installation), MPLX shall secure from each manufacturer documentation

that demonstrates that the proposed valve or packing technology meets the definition of “Low-E Valve” and/or “Low-E Packing.” MPLX shall make the documentation available upon request by EPA or the Applicable State Co-Plaintiff.

i. Nothing in Paragraphs 39.d.- 39.g requires MPLX to utilize any valve or valve packing technology that is not appropriate for its intended use in a Covered Process Unit.

40. **Connector Replacement and Improvement.** Beginning no later than 90 days after the Effective Date, for each connector that Leaks on Covered Equipment in any two of three consecutive monitoring periods, MPLX shall replace or improve the connector in accordance with the applicable replacement or improvement described in Paragraph 40.a. In determining the applicability of this Paragraph, MPLX need not consider Repair Verification Monitoring conducted in accordance with Paragraph 36.a or monitoring conducted while the connector is on DOR. MPLX shall use best efforts to install a replacement or improvement that, using good engineering judgment, will be the least likely to Leak for the service, operating conditions, and type of piping or tubing to which the connector is connected.

a. MPLX shall replace or improve Existing Connectors in accordance with

Table 4:

<b>Table 4: Connector Replacement or Improvements</b>	
<b>Connector Type</b>	<b>Replacement or Improvement Description</b>
Flanged	Replacement or improvement of the gasket
Threaded	Replacement or improvement of the thread sealing material or replacement of the connector with a like-kind connector or other
Compression	Replacement or improvement of compression fitting or replacement of the connector with a like-kind connector or other

CamLock	Replacement or improvement of the gasket or replacement or improvement of the CamLock
Quick Connect	Replacement or improvement of the gasket, if applicable, or replacement of the connector (with either a like-kind connector or other), if there is no gasket
Any Type	Elimination (e.g., through welding, pipe, etc.)

For purposes of this Paragraph, “gasket” means a sealing element that includes, but is not limited to, an O-ring, gasket, or D-ring.

b. Like-Kind Replacement Requirements. In cases where a like-kind replacement is utilized as the method for replacing or improving an existing connector (e.g., a Quick Connect replaces another Quick Connect), the following provisions shall apply.

(i) If there are types, models, or styles of a like-kind connector that are less likely to leak than the existing connector, and one or more of those types, models, or styles is technically feasible to use (considering the service, operating conditions, and type of piping or tubing that the connector is in), and would not create a safety, major mechanical, major product quality, regulatory, or other issue, MPLX shall select a like-kind connector from among such types, models or styles.

(ii) If Paragraph 40.b(i). does not apply, MPLX may install a like-kind connector that is the same type, model, or style as the existing connector.

c. Timing. If the replacement or improvement of a connector does not require a Process Unit Shutdown, MPLX shall undertake the replacement or improvement within 30 Days after the monitoring event that triggers the replacement or

improvement requirement. If the replacement or improvement requires a Process Unit Shutdown, MPLX shall undertake the replacement or improvement during the first Process Unit Shutdown that follows the monitoring event that triggers the requirement to replace or improve the connector, unless MPLX documents that insufficient time existed between the monitoring event and the Process Unit Shutdown to enable MPLX to secure and install the replacement or improvement. In that case, MPLX shall undertake the replacement or improvement at the next Process Unit Shutdown that follows thereafter.

d. Nothing in the Paragraph requires MPLX to utilize any connector that is not appropriate for its intended use in a Covered Process Unit, or to eliminate any Existing Connector listed in Table 4.

41. **Management of Change.** To the extent not already done, beginning no later than the Effective Date of this Consent Decree, MPLX shall implement a “Management of Change Protocol” at each of the Subject Gas Plants that ensures:

a. Each valve, pump, and connector added to a Covered Process Unit at any of the Subject Gas Plants for any reason is evaluated to determine if it is subject to LDAR Regulations;

b. Each valve, pump, and connector that was subject to the LDAR Program is eliminated from the LDAR Program if it is physically removed from a Covered Process Unit;

c. Information, including monitoring relating to any Covered Equipment that is removed from any Covered Process Unit, is maintained in accordance with the applicable LDAR Regulations and this Consent Decree; and

d. Information pertaining to any non-Covered Equipment that remains in the

LDAR Database is not included in LDAR compliance calculations (e.g., the percentage of valves found leaking).

42. **Training.**

a. No later than 180 Days after the Effective Date, MPLX shall develop, for each Subject Gas Plant, a training protocol (or, as applicable, require its contractor(s) to develop a training protocol for the contractor's employees) and shall ensure that all LDAR Personnel have completed training on all aspects of LDAR, including this LDAR Program, that are relevant to the person's duties. Once per calendar year starting in the calendar year after completion of initial training, MPLX shall ensure that refresher training is performed with respect to each employee and contractor; provided, however, that refresher training is not required if an individual's employment at the Subject Gas Plant ceases prior to the end of the calendar year or no longer involves duties relevant to LDAR. Beginning no later than the Effective Date and continuing until termination of this Consent Decree, MPLX shall ensure (or as applicable, require its contractor to ensure for the contractor's employees) that new LDAR Personnel are sufficiently trained no more than 90 Days prior to any field involvement (other than supervised involvement for purposes of training) with LDAR and/or the LDAR Program.

43. **Daily Certification by Monitoring Technicians.** No later than 30 Days after the Effective Date, MPLX shall ensure that at the end of each Day that monitoring occurs, the monitoring technician that conducted the monitoring certifies that the data collected accurately represents the monitoring performed for that Day by requiring the monitoring technician to sign a form that includes the following certification:

On [insert date], I reviewed the monitoring data that I collected today and to the

best of my knowledge and belief, the data accurately represents the monitoring that I performed today.

44. **QA/QC.**

a. No later than 90 days after the Effective Date, an LDAR-trained employee or contractor of MPLX, who does not serve on a routine basis as an LDAR monitoring technician at the Subject Gas Plant, shall undertake the following at times that are not announced to the LDAR monitoring technicians no less than once per calendar Quarter at such Subject Gas Plant:

- (i) Verify that equipment was monitored at the appropriate frequency;
- (ii) Verify that proper documentation and signoffs have been recorded for all equipment placed on the DOR list;
- (iii) Ensure that repairs have been performed in the required periods;
- (iv) Review monitoring data and equipment counts (e.g., number of pieces of equipment monitored per Day) for feasibility and unusual trends;
- (v) Verify that proper calibration records and monitoring instrument maintenance information are maintained;
- (vi) Verify that LDAR records are maintained as required; and
- (vii) Observe in the field each LDAR monitoring technician who is conducting leak detection monitoring to ensure that monitoring during the quarterly QA/QC is being conducted as required.

b. MPLX shall promptly correct any deficiencies detected or observed



through the QA/QC Review in Paragraph 44 and maintain, in electronic format (preferred), a log that: (i) records the date and time that the reviews, verifications, and observations required by this Paragraph 44.a are undertaken; and (ii) describes the nature and timing of any corrective actions taken. MPLX shall submit the log, including any planned corrective actions, to the United States and the Applicable State Co-Plaintiff within 30 days of completing the quarterly QA/QC Review.

**45. LDAR Audits.**

a. Audit Schedule.

(i) MPLX shall complete at least three LDAR Audits of all Covered Process Units at the Belfield, Robinson Lake, Ironhorse Complex, and Blacks Fork Gas Plants no later than 5 years after the Effective Date of the Consent Decree. Absent a written agreement between the Parties providing otherwise, the LDAR Audits shall be performed in accordance with the following schedule: for the first LDAR Audit, the LDAR Audit Commencement Date shall be no later than 365 Days after the Effective Date of this Consent Decree; for each subsequent LDAR Audit, the LDAR Audit Completion Date shall occur within the same calendar Quarter that the first LDAR Audit Completion Date occurred and shall be no sooner than 2 years from the Completion Date of the prior LDAR Audit.

(ii) MPLX shall complete at least two LDAR Audits of all Covered Process Units at the Stanley Compressor Station, Vermillion, and Red Wash/24B Gas Plants no later than 5 years after the Effective Date of the

Consent Decree in accordance with the following schedule: for the first LDAR Audit, the LDAR Audit Commencement Date shall be no later than 730 Days after the Effective Date of this Consent Decree; for the subsequent LDAR Audit, the LDAR Audit Completion Date shall occur in the fifth calendar year of the Consent Decree.

(iii) If any facility set forth in Paragraph 45.a(i) or (ii) is non-operational (i.e., has suspended production and ceased daily operations) during the calendar quarter when an audit is required to be performed, and continues to be non-operational for a period of at least four consecutive calendar quarters after the audit is required to be performed for a total of at least five consecutive calendar quarters, MPLX is not required to perform an audit. If MPLX restarts the facility after the period of five consecutive calendar quarters, MPLX shall recommence the audit schedule required by Paragraph 45.a. MPLX shall not be excused from performing the final audit (the third audit required by subparagraphs 45.a(i) and the second audit required by subparagraph 45.a(ii)) unless such facility remains continuously shutdown from the period of five consecutive quarters identified above to the date termination of this Consent Decree is sought. In this circumstance, as part of its termination request MPLX must submit a report explaining why any audit(s) has not been performed and document that it has surrendered all construction and operating permits prior to submitting any request for termination.

b. Requirements related to persons conducting LDAR Audits. For the LDAR

Audits required under this Consent Decree, MPLX shall retain a third-party with experience in conducting LDAR Audits, except that, at its discretion, MPLX may conduct the initial LDAR Audit at the Subject Gas Plants subject to 45a(ii). and the middle LDAR Audit at the Subject Gas Plants subject to 45a(i). internally with its own personnel, provided that: the personnel MPLX uses are not employed at the Subject Gas Plant being audited but rather are employed centrally or at one or more other facilities owned or operated by MPLX; and the personnel are experienced in conducting LDAR Audits at such other facilities that have previously implemented or are currently implementing an LDAR Program. For each third-party LDAR Audit, MPLX shall select a different company than the Facility's regular LDAR contractor to perform the third-party LDAR Audit and MPLX may not hire that company as the Subject Gas Plant's regular LDAR contractor during the life of this Consent Decree.

c. Audit Scope & Content. For each Covered Process Unit, the LDAR Auditor in each LDAR audit shall:

- (i) Review compliance with all applicable LDAR Regulations, including a determination of the LDAR requirements applicable to each Covered Process Unit at the Facility and review LDAR requirements related to valves and pumps in heavy liquid service.
- (ii) Review or verify the same items that are required to be reviewed or verified in Paragraph 44;
- (iii) Verify that all Covered Equipment is included in the LDAR Program;

(iv) Perform “comparative monitoring” as described in Paragraph 45.d; and

(v) In each subsequent Audit after the first audit at each Subject Gas Plant, review the Subject Gas Plant’s compliance with the LDAR Program.

d. Comparative Monitoring. Comparative monitoring during LDAR Audits shall be undertaken as follows:

(i) *Calculating a Comparative Monitoring Audit Leak Percentage*. Covered Equipment shall be monitored in order to calculate a leak percentage for the Covered Process Units. For descriptive purposes under this Paragraph, the monitoring that takes place during an LDAR Audit shall be called “comparative monitoring” and the leak percentages derived from the comparative monitoring shall be called the “Comparative Monitoring Audit Leak Percentages.” MPLX shall undertake comparative monitoring of the Covered Equipment in the Covered Process Units during each LDAR Audit. In undertaking Comparative Monitoring, MPLX shall not be required to monitor every component in each Covered Process Unit.

(ii) *Calculating the Historic, Average Leak Percentage from Prior Periodic Monitoring Events*. MPLX shall average the Leak percentages from the following monitoring periods immediately preceding the comparative monitoring to calculate the “Historic, Average Leak Percentage” for each type of Covered Equipment. The Historic, Average

Leak Percentage shall be broken down by each Process Unit and type of Covered Equipment.

1. Valves – four (4) quarterly monitoring periods;
2. Pumps – twelve (12) monthly monitoring periods;
3. Connectors – four (4) annual monitoring periods. MPLX shall use all available monitoring periods if four (4) annual monitoring periods are not available at the time of the comparative monitoring.

(iii) *Calculating the Comparative Monitoring Leak Ratio.* For the Covered Process Units, the ratio of the Comparative Monitoring Audit Leak Percentage from Paragraph 45.d.(i). to the Historic, Average Leak percentage from Paragraph 45.d.(ii). shall be calculated. This ratio shall be called the “Comparative Monitoring Leak Ratio.” If the denominator in this calculation is “zero,” it shall be assumed (for purposes of this calculation but not for any other purpose under this Consent Decree or under any applicable laws and regulations) that one leaking piece of Covered Equipment was found in the Process Unit through routine monitoring during the monitoring periods referenced in Paragraph 45.d.(ii) before the Comparative Monitoring.

e. Audit Report. No later than 120 Days after the LDAR Audit

Commencement Date for any LDAR Audit of a Subject Gas Plant, the LDAR Auditor shall prepare and MPLX shall submit to EPA and the Applicable State Co-Plaintiff a written report (“Audit Report”) that describes:

- (i) A summary of findings with respect to the topics specified in Paragraphs 45.c(i). through 45.c.(iii). and 45.c(v).;
- (ii) The raw data in spreadsheet format with respect to the comparative monitoring described in Paragraph 45.d;
- (iii) The Comparative Monitoring Audit Leak Percentage for each Process Unit calculated pursuant to Paragraph 45.d(i).; and
- (iv) The Comparative Monitoring Leak Ratio for each Process Unit calculated pursuant to Paragraph 45.d(iii).

**46. Corrective Action.**

- a. Scope of Corrective Action. MPLX shall complete necessary corrective action(s) at the Subject Gas Plants to address:
  - (i) Any noncompliance or deficiencies identified during, or as a result of, the LDAR Audit; and
  - (ii) Any equipment Leaks from Covered Equipment if the Comparative Monitoring Leak Ratio calculated pursuant to 45.d.(iii). is 3.0 or higher and the Comparative Monitoring Audit Leak Percentage calculated pursuant to Paragraph 45.d.(i). is greater than or equal to 0.5 percent at a Covered Process Unit.
- b. Timing/Schedule for Corrective Action. If MPLX has not completed (or does not expect to complete) each corrective action required under Paragraph 46.a. within 90 Days of submitting the Audit Report, MPLX shall develop a Corrective Action Plan (“CAP”) for the Subject Facility in accordance with Paragraph 46.c.
- c. CAP.

(i) *Required Contents of a CAP.* A CAP shall:

1. Explain the reasons why corrective action under Paragraph 46.a. was not completed within 90 Days of the Audit Report;  
and
2. Propose a schedule for prompt completion of all such corrective action(s) as expeditiously as practical.

(ii) *Submission of the CAP.* By no later than 120 Days after submission of the LDAR Audit Report, MPLX shall submit the CAP to EPA and the Applicable State Co-Plaintiff.

(iii) *Review of the CAP.* EPA, in consultation with the Applicable State Co-Plaintiff, may submit comments on the CAP. Within 30 Days after receipt of any comments from EPA, MPLX may submit a reply. Disputes arising with respect to any aspect of a CAP shall be resolved in accordance with Section XIV (Dispute Resolution).

(iv) *CAP Implementation.* MPLX shall implement the corrective action(s) in the CAP in accordance with the schedule and, if applicable, any CAP modification.

(v) *CAP Modification.* MPLX shall notify EPA and the Applicable State Co-Plaintiff of any modification of the CAP (including modification to the type of corrective action(s) performed or to the schedule of completion) by a written submission that includes an explanation of the reasons for the modification and that otherwise complies with Paragraph 46.c.(i). The proposed CAP modification shall be submitted in accordance

with Paragraph 46.c.(ii) and reviewed in accordance with Paragraph 46.c.  
(iii).

47. **Certification of Compliance.** No later than 180 Days after the LDAR Audit Completion Date, MPLX shall certify to EPA and the Applicable State Co-Plaintiff that, to the signer's best knowledge and belief formed after reasonable inquiry: (i) except as otherwise identified, the Subject Gas Plant is in compliance with all applicable LDAR Regulations and this LDAR Program; (ii) MPLX has completed all corrective actions, if applicable, or is in the process of completing all corrective actions pursuant to a CAP; and (iii) all equipment at the Facility that is regulated under LDAR has been identified and included in the LDAR program.

a. To the extent that MPLX cannot make the certification in all respects, it shall specifically identify any deviations from Items (i)–(iii) in the above Paragraph.

b. If all corrective actions required under Paragraph 46 are not complete at the time of initial certification under Paragraph 47, MPLX shall submit a supplemental certification by no later than 30 Days after the date of completion of any such corrective action.

48. **Optical Gas Imaging Program.**

a. OGI Protocol. MPLX shall develop a protocol for OGI monitoring of all Covered Equipment, and Fin Fan Unit plugs in light liquid and/or gas/vapor service (as defined in 40 C.F.R. § 60.481a), at Subject Facilities. The OGI Protocol shall ensure:

(i) Use of an optical gas imaging instrument (“OGI Instrument”) that complies with the requirements of 40 C.F.R. § 60.18(i)(1);

(ii) Consideration of parameters such as viewing distance, thermal background, wind speed, interferences (e.g., steam), and operator training,



unless sufficiently addressed by the instrument manufacturer's operating parameters. If MPLX is relying on manufacturer's operating parameters, those parameters must be included in the OGI Protocol;

(iii) An instrument check that complies with the requirements of 40 C.F.R. § 60.18(i)(2) is performed on the OGI Instrument each day it is used to ensure that the OGI Instrument can effectively detect Leaks under the conditions outlined in Paragraph 48.a.(ii). above;

(iv) Maintenance of the OGI Instrument is performed in accordance with the manufacturer's recommendations;

(v) Operation of the OGI Instrument is performed in accordance with the manufacturer's operating parameters;

(vi) OGI Leaks are defined consistent with Paragraph 20.kk.; and

(vii) Performance of OGI monitoring by a technician certified to detect Leaks using OGI.

b. Submission and Approval of the OGI Protocol. No later than 60 Days after the Effective Date, MPLX shall submit the OGI Protocol to EPA and State Co-Plaintiffs for review and approval. EPA's review and approval of the OGI Protocol, in consultation with the States, shall follow the procedures set forth in Section XI (Approval of Deliverables).

c. Semi-Annual OGI Monitoring Program.

(i) Starting no later than 30 Days after EPA's approval of the OGI Protocol, MPLX shall conduct its first semi-annual OGI monitoring of all Covered Equipment in accordance with the EPA-approved OGI Protocol.

OGI monitoring shall be conducted semi-annually after the first monitoring.

(ii) By no later than 30 Days after EPA's approval of the OGI Protocol, MPLX shall identify all Fin Fan Units at each Subject Gas Plant that are in light liquid and/or gas/vapor service, as defined in 40 C.F.R. § 60.481a, and MPLX shall commence to monitor all plugs on such Fin Fan Units, while operating, in accordance with the EPA-approved OGI Protocol. OGI monitoring shall be conducted semi-annually after the first monitoring.

(iii) No later than 30 Days after EPA's approval of the OGI Protocol, MPLX shall comply with Paragraph 48.d. below.

d. Repairs of Leaks. This Paragraph applies to all Leaks that are detected during an OGI monitoring event regardless of whether such Leaks were found with the OGI Instrument or whether the Leaks are detected using OVA inspections during an OGI survey.

(i) *Covered Equipment*: MPLX shall repair (or, if applicable, replace) and re-monitor Leaking Covered Equipment in accordance with Paragraphs 36-40.

(ii) *Fin Fan Unit Plugs*: With respect to Leaking Fin Fan Unit plugs, MPLX shall:

1. Perform a first attempt at repair no later than five Days after detecting a Leak;

2. Repair the Leaking Fin Fan Unit plug (a) No later than 15 Days after detecting the Leak unless such repair requires a Process Unit Shutdown; or (b) If repair requires a Process Unit Shutdown, complete the repair no later than the end of the next Process Unit Shutdown; and
3. Perform Repair Verification Monitoring in accordance with Paragraph 36.a.

**49. Leaks from Equipment Other than Covered Equipment or Fin Fan Unit**

**Plugs.** If, during OGI monitoring under Paragraph 48, MPLX detects Leaking equipment that is not Covered Equipment or a Fin Fan Unit plug, MPLX shall repair the equipment as may be required by Subpart OOOOa or any other applicable LDAR Regulation.

**D. Pilot Operated Modulating Pressure Relief Valves**

50. As of the Effective Date of this Consent Decree, MPLX shall install and operate Bottom Dome Vent Piping on any new PORV that is or will be subject to the requirements of Subpart OOOOa, with the exception of the PORV categories identified in Paragraphs 50.a. or b.:

- a. Atmospheric PORVs that are not otherwise required to be routed through a closed-vent system; or
- b. Snap-action PORVs.

51. Beginning with the first full calendar Quarter after the Effective Date of the Consent Decree, MPLX shall monitor using Method 21 or the alternative work practice in accordance with 40 C.F.R. § 60.18(g)-(i), the PORVs subject to Subpart OOOOa on a quarterly frequency, unless: (i) more frequent monitoring is required by federal, state, or local laws or regulations; or (ii) the relevant Covered Process Unit has been permanently shut down.

52. MPLX shall repair all leaks of PORVs detected at or above 500 ppm in accordance with this Paragraph:

a. By no later than five Days after detecting a leak, MPLX shall perform a first attempt at repair of the PORV. By no later than 15 Days after detection, MPLX shall perform a final attempt at repair of the PORV or place it on the DOR list provided that MPLX has complied with all applicable regulations.

b. MPLX shall conduct Repair Verification Monitoring after repair of any leaks.

c. For all PORVs placed on the DOR list, MPLX shall:

(i) Require sign-off from the relevant process unit supervisor or person of similar authority that the PORV is technically infeasible to repair without a Process Unit Shutdown;

(ii) Undertake monthly Method 21 monitoring of PORVs placed on the DOR list; and

(iii) Repair the PORV within the time frame required by the applicable LDAR regulation.

53. By no later than 180 Days after the Effective Date, MPLX shall install Bottom Dome Vapor Recovery Piping on any existing PORV, that is subject to Subpart OOOOa, and that has a Pre-existing Tap and Isolation Valve, with the exception of the PORV categories identified in Paragraphs 50.a. or 50.b.

54. For each leak identified under Paragraph 52 above, MPLX shall record the following information: the date the leak was identified and the Screening Value; the date of all repair attempts; the repair methods used during each repair attempt; the date, time, and Screening

Values for all re-monitoring events; and, if applicable, documentation of compliance with Paragraph 52.c. for PORVs placed on the DOR list.

**E. Small Hot Oil Heaters Subject to NSPS Dc**

55. By no later than 180 Days after the Effective Date, each steam generating unit at the Blacks Fork Facility with a design firing rate of 29 Megawatts (100 MMBtu/h) or less, but greater than or equal to 2.9 Megawatts (10 MMBtu/h) (“Small Hot Oil Heaters”), shall comply with 40 C.F.R. §§ 60.40c-.48c (NSPS Subpart Dc) as set forth below.

56. By no later than 180 Days after the Effective Date, MPLX shall submit an initial notification for each Small Hot Oil Heater subject to Paragraph 55, above, in accordance with 40 C.F.R. § 60.48c.

**F. Subpart NNN**

57. Beginning no later than 180 Days after the Effective Date, the following Subject Gas Plants shall comply with Subpart NNN as specified in Paragraph 58 at Distillation Units that are “affected facilities” as defined under 40 C.F.R. § 60.660: Blacks Fork, Robinson Lake, and Belfield Gas Plants.

58. MPLX shall comply with 40 C.F.R. § 60.660(d) by complying with the provisions in 40 C.F.R. Part 65, Subpart D, to satisfy the requirements of 40 C.F.R. §§ 60.662 through 60.665 and 60.668.

**G. Compliance Recordkeeping Requirements for Subject Gas Plants**

59. MPLX shall keep all records required by this Paragraph to document compliance with Section VI (Injunctive Relief) as provided in Paragraph 115. Upon request by EPA or a State Co-Plaintiff, MPLX shall make all such documents available to the requesting party and

shall provide, in electronic format if so requested, all LDAR monitoring data generated during the term of this Consent Decree.

a. Paragraph 36 (Repairs) and Paragraph 37 (Drill-and-Tap for Valves).

MPLX shall record the following information for all repairs pursuant to Paragraphs 36 and 37 in the LDAR Database:

(i) the date of all repair attempts;

(ii) the repair methods used during each repair attempt;

(iii) the date, time, and Screening Values for all Repair Verification Monitoring or, if the OGI is used, the video recording of the successful repair must be preserved pursuant to Paragraph 115; and

(iv) if applicable, documentation of compliance with Paragraphs 37 (Drill-and-Tap) and 38 (Delay of Repair) for Covered Equipment placed on DOR.

b. Paragraph 42 (Training). MPLX shall maintain a record of the dates of initial and refresher training for all LDAR Personnel, including a list of attendees. Upon written request by EPA or a State Co-Plaintiff, MPLX shall provide the training records for LDAR Personnel.

c. Paragraph 44 (QA/QC). MPLX shall maintain a log that includes:

(i) The date and time that the reviews, verifications, and observations required by Paragraph 44 are undertaken and the names of the individuals who completed these actions;

(ii) A description of all deficiencies detected or observed during the QA/QC review required pursuant to Paragraph 44, and

- (iii) A description of the nature and timing of any corrective actions taken.
- d. Paragraph 45 (LDAR Audits). MPLX shall maintain all Audit Reports prepared under Paragraph 45.
- e. Paragraph 48 (Optical Gas Imaging). MPLX shall maintain the following records for five years from the date of inspection:
  - (i) Identification of any Fin Fan Units in light liquid and/or gas/vapor service at the Subject Gas Plant;
  - (ii) The date, time, location, and camera operator for each OGI survey;
  - (iii) Records of the instrument checks required pursuant to 40 C.F.R. § 60.18(i)(4)(v);
  - (iv) Identification and location of Leaks on Covered Equipment and Fin Fan Plugs and associated video recordings;
  - (v) Timing and efficacy of all first attempt and final repairs; and
  - (vi) Repair Verification Monitoring on all Leaking equipment and Fin Fan Units.
- f. Subsection G (Small Hot Oil Heaters Subject to NSPS Dc). Beginning no later than 180 Days after the Effective Date of this Consent Decree, MPLX shall measure or estimate and record, in accordance with 40 C.F.R. § 60.48c(g)(2), fuel usage during each calendar month by each Small Hot Oil Heater. The maximum design heat rate may be used to estimate heater fuel flow rate per 40 C.F.R. § 60.46c(g)(3).

## VII. ENVIRONMENTAL MITIGATION PROJECTS

60. MPLX shall implement the Environmental Mitigation Project(s) (“Projects”) described in Appendix C in compliance with the approved plan and schedule for each Project and other terms of this Consent Decree.

61. MPLX shall maintain, and within 30 Days of EPA request provide copies of, all documents to identify and substantiate the costs expended to implement the projects in Appendix C (Mitigation Projects).

62. Public Transparency. All plans and reports prepared by MPLX pursuant to requirements of this Section VII (Environmental Mitigation Projects) shall be submitted to EPA and shall be made available to the public from MPLX upon request and without charge.

63. Project Certification. MPLX shall certify, as part of each plan submitted to EPA for any Project, that:

a. MPLX is not required to perform the Project by any federal, state, or local law or regulation or by any agreement, grant, or as injunctive relief awarded in any other action in any forum;

b. The Project is not a project that MPLX was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this Consent Decree; and

c. MPLX has not received and will not receive credit for the Project in any other enforcement action. MPLX shall neither generate nor use any pollutant reductions, pollutant offsets, or apply for, obtain, trade, or sell any pollutant reduction credits.



64. MPLX shall use its best efforts to secure as much environmental benefit as possible for the Projects and cost expended, consistent with the applicable requirements and limits of this Consent Decree.

65. MPLX shall comply with the reporting requirements described in Appendix C.

66. In connection with any communication to the public or MPLX's shareholders regarding MPLX's actions or expenditures relating in any way to the Projects in this Decree, MPLX shall include prominently in the communication that the actions and expenditures of the Projects were required as part of this Consent Decree.

67. Project Completion Notice. Within 60 Days following the completion of each Project required under this Consent Decree (including any applicable periods of demonstration or testing), MPLX shall submit to EPA a report that documents the date the Project was completed, the results achieved by implementing the Project, including a general discussion of the environmental benefits and, where feasible, the estimated emissions reductions, and the costs expended by MPLX in implementing the Project. MPLX shall post the Project Completion Notice on its public domain website for a term of no less than one year after termination of this Consent Decree.

#### **VIII. INCORPORATION OF CONSENT DECREE REQUIREMENTS INTO FEDERALLY ENFORCEABLE PERMITS**

68. **Permits Needed to Meet Compliance Obligations.**

a. If any compliance obligation under Section VI of this Consent Decree (Injunctive Relief) requires MPLX to obtain a federal, state, or local permit or approval, MPLX shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. All applications must be submitted no later than 2 years after the Effective Date of this Consent Decree. Any permit required under State

law must comply with all applicable State statutory and regulatory requirements for obtaining such permit.

b. Notice. Upon completion of each requirement in Paragraphs 69-72, MPLX shall submit a Notice to EPA in accordance with Section X (Notices).

69. **Wonsits Valley Compressor Station Title V Permit Modification.** Within 30 Days of the Effective Date, MPLX shall submit to EPA Region 8, an application to modify its Title V operating permit at Wonsits Valley Compressor Station, as follows:

a. MPLX shall remove all references to C-2 throughout the Wonsits Valley Title V Permit.

b. Modification of Paragraph V.B(1)(a) of the Wonsits Valley Title V Permit. Paragraph V.B(1)(a) of the Wonsits Valley Title V Permit shall be replaced with the following language:

“The flare installed shall achieve a 95% by weight or greater reduction of volatile organic compound (VOC) emissions for the glycol dehydrator process vent stream at all times except during periods of time when the pilot flame at the flare is off, the Permittee shall automatically shut-down the glycol dehydrator (D-1) glycol pumps and re-light the flare pilot flame prior to restarting the glycol pumps.”

70. **Federally Enforceable Permits at Wonsits Valley, Coyote Wash, and Chapita Compressor Stations.** By no later than the Effective Date of this Consent Decree, MPLX shall apply for federally enforceable permits pursuant to 40 C.F.R. part 71. MPLX shall include in its federally enforceable permit applications, the conditions set forth in this Paragraph. MPLX shall comply with the conditions set forth in this Paragraph at the Wonsits Valley, Coyote Wash, and Chapita Compressor Stations during the permit application period and upon issuance of the federally enforceable permits:

a. Condensate Tanks. MPLX shall maintain the connection between the condensate storage tanks at the Chapita (TO-1, TO-2) and Wonsits Valley Facilities (T-1) to the existing combustor at those Facilities. MPLX shall maintain the thermocouples on these combustors to continuously monitor the presence of a pilot flame. MPLX shall monitor and record the presence of a pilot flame with a continuous recording device, such as a chart recorder or similar device.

b. RICE Requirements. For RICE with a site rating of 500 hp or greater operated at Coyote Wash, Chapita, Wonsits Valley Compressor Stations in Uintah County, Utah, MPLX shall comply with the requirements specified below:

- i. Rich burn engines. MPLX has installed and is operating a non-selective catalytic reduction (NSCR) control device and an air-fuel ratio (AFR) device on the rich-burn RICE at the Coyote Wash Facility. The rich burn RICE at Coyote Wash shall not exceed emission limits of 1.0 grams per horse power hour (g/hp-hr) for NO<sub>x</sub> and 1.0 g/hp-hr for CO.
- ii. Lean Burn engines. MPLX has installed and is operating an oxidation catalyst control device for each lean burn RICE. All lean burn RICE at the Coyote Wash and Wonsits Valley Compressor Stations shall not exceed an emission limit of 1.0 g/hp-hr for NO<sub>x</sub> and 1.0 g/hp-hr for CO, except that engine C206 (Waukesha A21, serial number C-13271/2) at the Wonsits Valley Compressor Station shall not exceed an emission limit of 1.30 g/hp-hr for NO<sub>x</sub>. The three existing lean burn RICE at the Chapita Compressor Station shall not exceed 2.5 g/hp-hr

for NO<sub>x</sub> and 1.0 g/hp-hr for CO.

- iii. Emission Controls Maintenance. Oxygen sensors shall be replaced within 2000 hours of engine run time.
- iv. MPLX shall retest each RICE semi-annually using the test protocol selected from the list below. MPLX shall submit to EPA the test results for NO<sub>x</sub> and CO with the semi-annual report required pursuant to Subpart ZZZZ.
- v. The test must be conducted at any load condition within plus or minus 10 percent of 100 percent load unless the engine cannot achieve plus or minus 10 percent of 100 percent load at the time of the test. Under such circumstances the engine shall be tested at maximum achievable load, and the differential pressure across the catalyst shall be monitored and shall be maintained consistent with operating limitations in Subpart ZZZZ. If the engine load is increased by 20 percent or greater averaged over a 30-day period commencing within 60 days of the last test, then the engine shall be re-tested at the newly achievable maximum load and the corresponding differential pressure established. For purposes of this provision regarding engine load during and after performance testing, MPLX shall monitor and record load at each engine.
- vi. MPLX shall select among the following test methods: 40 C.F.R. Part 60, Appendix A, Method 1 or 1A – Sampling port location and number of traverse points; 40 C.F.R. Part 60, Appendix A, Method 3, 3A, or

3B – O<sub>2</sub> concentration at inlet and outlet; 40 C.F.R. Part 60, Appendix A, Method 4 – Moisture Content; 40 C.F.R. Part 60, Appendix A, Method 7E – Determination of nitrogen oxides (NO<sub>x</sub>) emissions; 40 C.F.R. Part 60, Appendix A, Method 10 – Determination of carbon monoxide (CO) emissions. MPLX may also use Test Method 320 of 40 C.F.R. Part 63, Appendix A in lieu of Method 7E of 40 C.F.R. Part 60 and Method 10 of 40 C.F.R. Part 60 for the measurement of NO<sub>x</sub> and CO emissions respectively.

c. At Wonsits Valley Compressor Station, MPLX shall include the Title V Permit condition at Paragraph 69.b of this Consent Decree.

**71. Permits to Ensure Survival of Consent Decree Limits and Standards for Subject Gas Plants after Termination of Consent Decree.**

a. Prior to termination of this Consent Decree, MPLX shall submit complete applications, amendments, and/or supplements for all Subject Gas Plants to incorporate as “applicable requirements” the limits and standards consistent with the compliance parameters specified in the referenced Paragraph 70.b into non-Title V, federally enforceable permits that will survive termination of this Consent Decree to applicable permitting authorities.

b. The limits and standards imposed by the following Subparagraphs of this Consent Decree and its Appendices shall be incorporated into non-Title V, federally enforceable permits prior to Termination:

(i) The automatic Shutdown requirements of Paragraph 27(c)(ii) at Robinson Lake Gas Plant;

- (ii) MACT HH as it applies to all Dehydrators and Flares at Robinson Lake Gas Plant;
- (iii) Subpart OOOOa as it applies to Subject Gas Plants (Paragraph 30);
- (iv) OGI as it applies to the Subject Gas Plants (Paragraph 48).
- (v) Pilot-Operated Modulating Pressure Relief Valves (Subsection D);
- (vi) Subpart Dc as it applies to affected Small Hot Oil Heaters (Subsection E), and
- (vii) Subpart NNN as it applies to process units that are affected facilities (Subsection F).

**72. Modifications to Subject Gas Plants' Title V Operating Permits.** Prior to termination of this Consent Decree, MPLX shall, for any Subject Gas Plants with a Title V Operating Permit, submit complete applications to applicable permitting authorities to modify, amend or revise such Title V permit to incorporate the applicable limits and standards identified in the preceding Paragraph into the Title V Permit. The Parties agree that the incorporation of these emission limits and standards into Title V Permits shall be done in accordance with applicable state or local Title V rules. The Parties agree that the incorporation may be by "amendment" under 40 C.F.R. § 70.7(d) and analogous state Title V rules, where allowed by state law.

## IX. REPORTING REQUIREMENTS

### A. Reporting Requirements for Compressor Station Program and Robinson Lake Gas Plant

73. MPLX must submit the following reports regarding compliance with Consent Decree Requirements:

a. Standalone Notices identifying compliance with specified Consent Decree requirements as the requirements are met and as summarized in Table 5, below.

b. Semi-Annual Report for Compressor Station Program and Robinson Lake Gas Plant Injunctive Relief includes information that the Consent Decree requires to be submitted by April 30th and October 30th of each year. Each Semi-Annual Report shall include all records as identified in Table 6 and in accordance with the certification statement set forth in Paragraph 79. The Parties may, by written agreement, change the types of records required to be submitted in the Semi-Annual Report. The April 30 Semi-Annual Report shall include all required reporting for the Reporting Period of October 1-March 31. The October 30 Semi-Annual Report shall include all required reporting for the Reporting Period of April 1-September 30 of each year. The initial Semi-Annual Report shall be submitted to the EPA, with copies to NDEQ and WDEQ, on October 30, 2023.

<b>Table 5: Standalone Notice Reports for Compressor Station Program Robinson Lake Gas Plant Injunctive Relief</b>	
<b>Paragraph Reference</b>	<b>Requirement</b>
Paragraph 27.e	Disconnection and removal of backup combustor at Wonsits Valley Compressor Station including the date of removal and photographs by the Date of Lodging
Paragraph 27.f	Removal of manual vents within 30 Days of the Effective Date including date(s) of the removal and installation and updated

<b>Table 5: Standalone Notice Reports for Compressor Station Program Robinson Lake Gas Plant Injunctive Relief</b>	
<b>Paragraph Reference</b>	<b>Requirement</b>
	process and instrumentation diagrams for Robinson Lake Gas Plant
Paragraph 27.f	Replacement of EG BTEX vapor carbon steel line to Flare-3 with stainless steel within 180 Days of the Effective Date including date(s) of the removal and installation and updated process and instrumentation diagrams for Robinson Lake Gas Plant
Paragraph 69.b	Wonsits Valley Title V Permit Modification Notice within 30 Days of the Effective Date
Paragraph 28.b	Certifications of Training of Personnel on the Catalyst O&M SOP
Paragraph 28.c(i)	Engine Performance Testing Protocol to EPA 30 Days prior to day of MACT ZZZZ performance testing
Paragraph 28.c(i)	Results of MACT ZZZZ engine testing within 60 Days of completion of performance test
Paragraph 28.c(ii)	Testing Protocol for NSPS JJJJ Testing to EPA 30 Days prior to day of performance testing
Paragraph 28.c(ii)	Results of NSPS JJJJ engine testing within 60 Days of completion of performance test
Paragraph 28.c(iii)(5)	Re-testing results for Shutdown of Engines within 30 Days of completion of re-test

<b>Table 6: Semi-Annual Report for Compressor Station Program and Robinson Lake Gas Plant Injunctive Relief</b>	
<b>Paragraph Reference</b>	<b>Requirement</b>
Paragraph 27.a	Revisions to Site-Specific Monitoring Plans
Paragraph 27.b	Revisions to Training Plan on Site-Specific Monitoring Plans
Paragraph 27.b(iv)	Certifications of Training on Site Specific Monitoring Plans
Paragraph 27.c	Shutdowns of the Glycol Dehydrators pursuant to scenarios described in Paragraph 27.c(i)-(ii) within the Reporting Period,



<b>Table 6: Semi-Annual Report for Compressor Station Program and Robinson Lake Gas Plant Injunctive Relief</b>	
<b>Paragraph Reference</b>	<b>Requirement</b>
	including the following information: the results of the Root Cause Analysis for any Shutdown; corrective actions; confirmation of Flare operation; and confirmation of 15-minute monitoring of Flares, Bypasses, and Dehydrators through OVA inspection.
Paragraph 27.d(i)	CPMS Equipment Performance Evaluations within the Reporting Period
Paragraph 27.d(ii)	Results of each monthly Audit of Flare, Pump or Flow Indicator CPMS Data, and Alarm Log
Paragraph 27.d(iii)	Visual Evaluations of Flare Pilot Light Flame, Bypass Valves, and Dehydrator Glycol Circulation Rate and OVA Inspection Results
Paragraph 28.a	Any revisions or updates to the Catalyst O&M SOP within the Reporting Period
Paragraph 28.a	In a spreadsheet format, records of compliance with the Catalyst O&M SOP including the dates and results of the periodic emissions checks (no less than quarterly), the dates and results of the periodic physical inspections, and the dates that the catalyst are either washed or replaced (and identified as such)
Paragraph 28.b	Certifications of Training on Catalyst O&M SOP
Paragraph 28.c(iv)	Root Cause Analyses for Failed Engine Performance Test(s)
Paragraph 28.d	Record of any out-of-range catalyst inlet temperatures during the Reporting Period
N/A	A description of any non-compliance with the requirements of this Consent Decree during the reporting period and an explanation of the likely cause, remedial steps taken, or to be taken, to prevent or minimize such a violation.

## **B. Reporting Requirements for the Subject Gas Plants**

74. After the Effective Date and until termination of this Decree pursuant to Section XXI (Termination), MPLX shall submit to EPA and the Applicable State Co-Plaintiffs an annual

report on the status of the Section VI (Injunctive Relief) for each Subject Gas Plant. The initial annual report shall be submitted with the Compressor Station Semi-Annual Report (Table 6 Semi-Annual Report for Compressor Station Program and Robinson Lake Gas Plant Injunctive Relief) on April 30, 2024. The Parties may, by written agreement, change the types of records required to be submitted in the annual report. All subsequent annual reports for the Subject Gas Plants shall be submitted jointly with the Compressor Station Semi-Annual Report on April 30th of each year.

a. Each annual report shall contain the following information for the LDAR Program:

(i) The number of LDAR Personnel at the Subject Gas Plants (excluding LDAR Personnel whose functions involve the non-monitoring aspects of repairing leaks) and the approximate percentage of time each such person dedicated to performing LDAR functions.

(ii) Valve Replacement and Improvement Program (Paragraph 39).

In each report, MPLX shall include a separate section that describes the actions MPLX took to comply with Paragraph 39, including:

1. An identification of each piece of equipment that triggered a requirement under Paragraph 39;
2. The post-installation, -repacking, or -improvement Screening Value for each piece of equipment that triggered a requirement under Paragraph 39;
3. The date(s) of the action or activity taken to comply with Paragraph 39; and

4. The repair method or type of action taken (i.e., replacement, repacking, or improvement);
5. A list of any valves, including component ID, for which replacement or repacking is delayed beyond 30 days under Paragraph 39.e. and an explanation for the delay;
6. If applicable, a description of the emergency or exigent circumstances for each instance when MPLX did not perform the required replacement or repacking in accordance with Paragraph 39.d(i).;
7. Identifies and explains any requirements of Paragraph 39 that were not completed;
8. Identifies the schedule for any known future replacements, repackings, improvements, or valve eliminations, or any planned action to comply with Paragraph 39;
9. A description of any claims of commercial unavailability in accordance with Paragraph 39.g. and Appendix B;
10. In the initial annual report only, a list of Existing Valves in Covered Process Units as described in Paragraph 39.b.

(iii) Connector Replacement and Improvement (Paragraph 40). In each annual report, MPLX shall include a description of the actions MPLX took to comply with Paragraph 40, including:

1. An identification of each piece of equipment that triggered replacement or improvement under Paragraph 40.a;

2. The monitoring results (Method 21 readings or OGI results) for each piece of equipment that triggered replacement or improvement under Paragraph 40.a; after installation;
3. A description of the existing and replacement connector types;
4. The date(s) of the action or activity taken to comply with Paragraph 40.a;
5. Identification of any actions required under Paragraph 40.a; that were not taken along with an explanation for why the action was not taken; and
6. The schedule for any planned future action to comply with Paragraph 40.c.

(iv) Training (Paragraph 42). A description of the training conducted in accordance with Paragraph 42, as well as the dates of the training. EPA may request the names of LDAR Personnel who received the training.

(v) QA/QC (Paragraph 44). Any deviations identified in the QA/QC performed under Paragraph 44, as well as any corrective action taken under that Paragraph.

(vi) Corrective Action (Paragraph 46). A summary of corrective action(s) taken to address each of the deficiencies identified in the Audit Report, in accordance with Paragraph 46, including:

1. A summary of all corrective actions taken pursuant to Paragraph 46.a during the reporting period and the specific

deficiency (or deficiencies) in the Audit Report the corrective action addresses; and

2. The status of all actions under any CAP that was submitted during the reporting period, unless the CAP was submitted less than 30 Days before the status report was due.

b. Optical Gas Imaging Program (Paragraph 48). In each annual report, MPLX shall include a description of the actions MPLX took to comply with Paragraph 48, including:

- (i) An identification and description of any non-compliance with the requirements of Paragraph 48;
- (ii) The date and location (including the unique equipment identification number, if applicable) of each Leak detected during monitoring performed under Paragraph 48;
- (iii) The date and location (including the unique equipment identification number, if applicable) of each potential Leak identified during monitoring performed under Paragraph 48 that MPLX subsequently verified were not Leaks using Method 21 instrument readings;
- (iv) The date of all repair attempts performed pursuant to Paragraph 48;
- (v) The repair method or type used during each repair attempt performed pursuant to Paragraph 48;

(vi) The date, time, and results of any post-repair re-monitoring with the OGI Instrument or Method 21 performed pursuant to Paragraph 48; and

(vii) If applicable, documentation of compliance with:

1. Paragraph 38 for Covered Equipment placed on the DOR list;
2. Paragraph 48.d(ii) for delayed repair of Fin Fan Unit plugs; or
3. Paragraph 49 for delayed repair of equipment other than Covered Equipment or Fin Fan Unit plugs.

c. Reporting Requirements for Pilot-Operated Modulating Pressure Relief Valves. Each annual report shall contain the following information:

(i) The number of PORVs subject to Subpart OOOOa that have Bottom Dome Vapor Recovery Piping.

(ii) The date of installation for the Bottom Dome Vapor Recovery Piping for the PORVs listed in Subparagraph (i).

(iii) The number of PORVs subject to Subpart OOOOa that do not have Bottom Dome Vapor Recovery Piping.

(iv) The number of PORVs subject to Subpart OOOOa that do not have Bottom Dome Vapor Recovery Piping but have Pre-existing Taps and Isolation Valves.

(v) The information required to be recorded under Paragraph 52.

(vi) The number of PORVs subject to Subpart OOOOa that do not have Bottom Dome Vapor Recovery Piping that have triggered the requirement for installation of Bottom Dome Vapor Recovery Piping.

(vii) The number of PORVs subject to Subpart OOOOa that have been equipped with Bottom Dome Vapor Recovery Piping in compliance with Paragraph 53 of this Consent Decree and the installation dates.

(viii) For any PORV subject to Subpart OOOOa that has triggered the requirement for installation of Bottom Dome Vapor Recovery Piping under Paragraph 53 but has not had such piping installed, the estimated date when such piping will be installed and operating.

(ix) The number of any new PORV installed that is not a replacement for an existing PORV, and whether the new PORV is subject to Subpart OOOOa and whether the PORV has Bottom Dome Vapor Recovery Piping.

d. Reporting Requirements for NNN. Each annual report shall contain the following information:

(i) MPLX shall provide the information required to demonstrate compliance with Paragraph 58 (NSPS Subpart NNN).

e. Each annual report shall also contain a description of any problems encountered or anticipated in complying with this Consent Decree, together with proposed solutions; and a description of any noncompliance with the requirements of this Consent Decree and an explanation of the noncompliance's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such noncompliance. If the cause of a noncompliance cannot be fully explained at the time the report is due, MPLX shall so state in the report. MPLX shall investigate the cause of the noncompliance and shall then submit an amendment to the report, including a full explanation of the cause of

the noncompliance, within 30 Days of determining the cause of the noncompliance.

Nothing in this Paragraph or the following Paragraph shall relieve MPLX of its obligation to provide the notice required by Section XIII (Force Majeure).

**C. General Reporting Requirements**

75. Each annual or semi-annual report, as applicable, should include the status of permits and permit applications as set forth in Section VIII (Incorporation of Consent Decree Requirements in Federally Enforceable Permits).

76. **Violation Reports.** If MPLX violates, or has reason to believe that it may violate, any requirement of this Consent Decree, except for the requirements found in Sections VI.B through VI.G of this Consent Decree, MPLX shall notify the United States and the Applicable State Co-Plaintiff of such violation and its likely duration, in writing, within 10 business Days of the Day MPLX first becomes aware of the violation, with an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation. If the cause of a violation cannot be fully explained at the time the report is due, MPLX shall so state in the report. MPLX shall investigate the cause of the violation and shall then submit an amendment to the report, including a full explanation of the cause of the violation, within 30 Days of the Day MPLX becomes aware of the cause of the violation. Nothing in this Paragraph or the following Paragraph relieves MPLX of its obligation to provide the notice required by Section XIII (Force Majeure) for any claimed force majeure.

77. Whenever any violation of this Consent Decree, any applicable permits or approvals, or any other event affecting MPLX's performance under this Decree or the performance of a Subject Facility, may pose an immediate threat to the public health or welfare or the environment, MPLX shall notify the United States and the Applicable State Co-Plaintiff



orally or by electronic mail as soon as possible, but no later than 24 hours after MPLX first knew of the violation or event. Within 10 business Days of the Day MPLX first becomes aware of the violation, MPLX shall provide a report to the United States and the Applicable State Co-Plaintiff containing an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation. If the cause of a violation cannot be fully explained at the time the report is due, MPLX shall so state in the report. MPLX shall investigate the cause of the violation and shall then submit an amendment to the report, including a full explanation of the cause of the violation, within 30 Days of the Day MPLX becomes aware of the cause of the violation. Nothing in this Paragraph or the following Paragraph relieves MPLX of its obligation to provide the notice required by Section XIII (Force Majeure).

78. All reports shall be submitted in accordance with the requirements of Section X (Notices).

79. Each report submitted by MPLX under Section IX shall be signed by an official responsible for environmental management and compliance and shall include the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

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

## X. NOTICES

81. Each report, study, notification, or other communications between Parties to this Consent Decree shall be submitted as specified in this Paragraph and Paragraphs 82-86 below. Where this Consent Decree requires that notices and submissions are to be made to the “United States” they shall be made to the U.S. Department of Justice, EPA Headquarters, and the EPA Regional Office(s) for the Subject Facility(ies) the submission concerns. Where this Consent Decree requires that notices and submissions are to be made to a State Co-Plaintiff(s), they shall be made to the Applicable Co-Plaintiff(s) and/or Permitting Authority for the jurisdiction(s) in which the Subject Facility(ies) are located.

82. Unless otherwise provided herein, notifications to or communications between the Parties shall be deemed submitted on the date they are postmarked and sent by U.S. Mail, postage pre-paid, or shipped by a delivery service with confirmation of delivery, except for notices under Section XIII (Force Majeure) and Section XIV (Dispute Resolution) which shall be sent either by overnight mail or by certified or registered mail, return receipt requested.

83. If the date for submission of a report, study, notification, or other communication falls on a Saturday, Sunday, or legal holiday, the report, study, notification, or other communication shall be deemed timely if it is submitted the next Day.

84. Where an e-mail address is provided below, MPLX may submit any reports, notification, certifications, or other communications required by this Consent Decree electronically (other than submission of a permit application required by this Consent Decree, payment of penalties under Section V (Civil Penalty) or Section XII (Stipulated Penalties) and notices under Section XIII (Force Majeure) and Section XIV (Dispute Resolution) in lieu of submission by U.S. Mail. Electronic submissions shall be deemed submitted on the date they are

transmitted electronically. Any report, notification, certification, or other communication that cannot be submitted electronically shall be submitted in hard-copy as provided in this Section X.

85. Except as otherwise provided herein, all reports, notifications, certifications, or other communications required or allowed under this Consent Decree to be submitted or delivered to the United States, EPA, Applicable EPA Regional Office, the State Co-Plaintiffs, and MPLX shall be addressed as follows:

As to the United States by mail:

EES Case Management Unit  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611  
Re: DOJ No. 90-5-2-1-11374/2

Overnight Address:  
601 D. Street N.W.  
Washington, DC 20004

As to the United States by email:

eescdcopy.enrd@usdoj.gov  
Re: DOJ No. 90-5-2-1-11374/2

EPA Headquarters by mail:

Director, Air Enforcement Division  
Office of Civil Enforcement  
U.S. Environmental Protection Agency  
Mail Code 2242-A  
1200 Pennsylvania Avenue N.W.  
Washington, DC 20460-0001

As to EPA Headquarters by email:

Lee.jennifer@epa.gov

EPA Region 8 by mail:

Branch Chief, Air & Toxics Enforcement Branch  
Enforcement and Compliance Assurance Division  
Environmental Protection Agency, Region 8  
1595 Wynkoop Street

Denver, CO 80202

EPA Region 8 by email:

R8AirReportEnforcement@epa.gov

Loiacono.sara@epa.gov

Hammond.lauren@epa.gov

Dean.abigail@epa.gov

Patefield.Scott@epa.gov

Notice or submission to State Co-Plaintiffs:

Department of Environmental Quality, Air Quality Division

Attention: Ann Shed

200 West 17th Street

Cheyenne, WY 82002

Emails: ann.shed@wyo.gov, jeff.wendt@wyo.gov

North Dakota Department of Environmental Quality

Attention: Kari Thorsteinson, Air Quality Division

4201 Normandy St.

Bismarck, ND 58503-1324

Email: kmThorsteinson@nd.gov

Notice or submission as to MPLX:

General Counsel

MPLX LP

539 South Main Street

Findlay, OH 45840

Managing Counsel – Operations

MarkWest Energy Partners, L.P.

1515 Arapahoe St., Suite 1600

Denver, CO 80202

Electronic copies to:

lawdepartment.noticesGnP@mplx.com

clrimkus@mplx.com

86. Any Party may change either the notice recipient or the address for providing notices to it by serving all other parties with a notice setting forth such new notice recipient or address. In addition, the nature, means of submission (e.g., electronic instead of paper copies), and frequency of reports required by this Consent Decree may be modified by mutual consent of

the Parties. The consent of the United States to such modification shall be in the form of a written notification from EPA but need not be filed with the Court to be effective.

## **XI. APPROVAL OF DELIVERABLES**

87. **Approval of Deliverables.** This Paragraph applies to the Site-specific Monitoring Plan required by Paragraph 27.a, the Training Plan required by Paragraph 27.b, the Catalyst O&M SOP required by Paragraph 28.a, the LDAR Document required by Paragraph 32, the OGI Protocol required by Paragraph 48.a, and the project plan for the North Dakota Mitigation Project(s) for VOC and HAP Emissions Reduction in Appendix C, Paragraph VI(a).

a. As applicable, after review of any plan, report, or other item submitted under this Consent Decree and that requires EPA approval, EPA, after consultation with the Applicable State Co-Plaintiff, shall in writing: (1) approve the submission; (2) approve the submission upon specified conditions; (3) approve part of the submission and disapprove the remainder; or (4) disapprove the submission.

b. If the submission is approved pursuant to this Paragraph, MPLX shall take all actions required by the plan, report, or other document, in accordance with the schedules and requirements of the plan, report, or other document, as approved. If the submission is conditionally approved or approved only in part pursuant to Paragraphs 87.a(2). or 87.a(3)., MPLX shall, upon written direction from EPA, after consultation with the Applicable State Co-Plaintiff, take all actions required by the approved plan, report, or other item that EPA, after consultation with the Applicable State Co-Plaintiff, determines are technically severable from any disapproved portions, subject to MPLX's right to dispute only the specified conditions or the disapproved portions, under Section XIV (Dispute Resolution).

c. If the submission is disapproved in whole or in part pursuant to Paragraphs 87.a(4) or 87.a(3), MPLX shall, within 45 Days or such other time as the Parties agree to in writing, correct all deficiencies and resubmit the plan, report, or other item, or disapproved portion thereof, for approval, in accordance with this Paragraph. If the resubmission is approved in whole or in part, MPLX shall proceed in accordance with the preceding subparagraph.

d. If a resubmitted plan, report, or other item, or portion thereof, is disapproved in whole or in part, EPA, after consultation with the Applicable State Co-Plaintiff, may again require MPLX to correct any deficiencies, in accordance with the preceding subparagraphs, subject to MPLX's right to invoke Dispute Resolution and the right of the United States and the Applicable State Co-Plaintiff to seek stipulated penalties as provided in Section XII (Stipulated Penalties).

e. Any stipulated penalties applicable to the original submission, as provided in Section XII (Stipulated Penalties), shall accrue during the 45 Day period or other specified period, but shall not be payable unless the resubmission is untimely or is disapproved in whole or in part; provided that, if the original submission was so deficient as to constitute a material breach of MPLX's obligations under this Decree, the stipulated penalties applicable to the original submission shall be due and payable notwithstanding any subsequent resubmission.

## **XII. STIPULATED PENALTIES**

88. MPLX shall be liable for stipulated penalties to the United States and the Applicable State Co-Plaintiff for violations of this Consent Decree as specified below, unless excused under Section XIII (Force Majeure). A violation includes failing to perform any

obligation required by the terms of this Decree, including any work plan or schedule approved under this Decree, according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree. Stipulated penalties will be split 50% to the United States and 50% to the Applicable State Co-Plaintiff.

a. **Demand for Stipulated Penalties.** Subject to Section XIV (Dispute Resolution) MPLX shall pay stipulated penalties upon written demand by a Plaintiff no later than 30 Days after receipt of such a demand. The United States and the Applicable State Co-Plaintiff shall consult with each other prior to making a demand. The Plaintiff making a demand for payment of a stipulated penalty shall simultaneously send a copy of the demand to the other Plaintiff. MPLX shall pay 50% of the total stipulated penalty amount due to the United States and 50% to the Applicable State Co-Plaintiff. A demand for the payment of stipulated penalties shall identify the particular violation(s) to which the stipulated penalty relates, the stipulated penalty amount that the Plaintiffs are demanding for each violation (as can be best estimated), and the calculation method underlying the demand.

b. **Payment of Stipulated Penalties.** MPLX shall pay stipulated penalties owing to the United States and the Applicable State Co-Plaintiff in the manner set forth and with the confirmation notices required by Section V (Civil Penalty), except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid.

c. **Failure to Pay Civil Penalty.** If MPLX fails to pay the civil penalty required to be paid under Section V (Civil Penalty) when due, MPLX shall pay a stipulated penalty of \$5,000 per Day for each Day that the payment is late.

89. **Violations of Section VI Injunctive Relief at Compressor Stations and Robinson Lake Gas Plant.** MPLX shall be liable for the following stipulated penalties for violations of the following Section VI Injunctive Relief at Compressor Stations and Robinson Lake Gas Plant.

<b>Table 7. Stipulated Penalties for Compressor Station Program and Robinson Lake Gas Plant Injunctive Relief</b>		
<b>Stipulated Penalty Number</b>	<b>Compliance Requirement</b>	<b>Stipulated Penalty</b>
1.	Failure to install and operate a Continuous Parameter Monitoring System per C.F.R. 63.773(d) for Flares, Bypass-1, and Dehydrator-1 at Wonsits Valley Compressor Station in accordance with Paragraph 27 (Continuous Monitoring at Wonsits Valley Compressor Station and Robinson Lake Gas Plant); or failure to install and operate a Continuous Parameter Monitoring System per C.F.R. 63.773(d) for Flares and Dehydrators at Robinson Lake Gas Plant in accordance with Paragraph 27.	\$2,500 per day for the first 15 days; \$5,000 per day thereafter.
2.	Failure to timely submit a Site-Specific Monitoring Plan for Dehydrators and Flares for approval to the EPA, in accordance with Paragraph 27.a (Site-Specific Monitoring Plan).	\$1,500 per day for the first 15 days; \$2,500 per day thereafter.
3.	Failure to implement the approved Site-Specific Monitoring Plan(s) at Flares and Dehydrators in accordance with Paragraph 27.a (Site-Specific Monitoring Plan).	\$2,500 per day for the first 15 days; \$5,000 per day thereafter.
4.	Failure to timely submit a training plan for operation of continuous parameter monitoring systems at the	\$1,500 per day for the first 15 days; \$2,500 per day thereafter.



	Wonsits Valley Compressor Station and Robinson Lake Gas Plant in accordance with Paragraph 27.b (Training Plan).	
5.	Failure to implement the training plan for operation of continuous parameter monitoring systems at the Wonsits Valley Compressor Station and Robinson Lake Gas Plant in accordance with Paragraph 27.b (Training Plan).	\$2,500 per day for the first 15 days; \$5,000 per day thereafter.
6.	Failure to shut down the Glycol Dehydrators at Wonsits Valley Compressor Station and Robinson Lake Gas Plant if a Flare is non-operational in accordance with Paragraph 27.c(i)-(ii) (Shutdown of Glycol Dehydrators at Wonsits Valley and Robinson Lake).	\$10,000 per day for the first 15 days; \$15,000 per day thereafter
7.	Failure to perform corrective action, confirmation of adequate Flare operation, a follow-up OVA inspection for 15-minutes, perform a Root Cause Analysis and record the Root Causes for the failed operation of Flare in accordance with Paragraph 27.c (Shutdown of Glycol Dehydrator).	\$5,000 per day for the first 15 days; \$10,000 per day thereafter.
8.	Failure to perform CPMS equipment performance checks in accordance with Paragraph 27.d(i) (Equipment Performance Checks).	\$25,000 per missed performance check.
9.	Failure to perform audit of flare and pump CPMS data in accordance with Paragraph 27.d(ii) (Audit of Flare, Pump or Flow Indicator CPMS Data, and Alarm Log).	\$25,000 per missed audit event.
10.	Failure to perform visual evaluations of Flare(s) pilot light flame and Dehydrator(s) Glycol Circulation rate as	\$5,000 per missed visual evaluation.

	required in Paragraph 27.d(iii) (Visual Evaluations of Flare Pilot Flame, Bypass Valve Position, and Dehydrator Glycol Recirculation Rate).	
11.	Failure to record equipment performance checks in accordance with Paragraph 27.d(iii) (Visual Evaluations of Flare Pilot Flame, Bypass Valve Position, and Dehydrator Glycol Recirculation Rate).	\$15,000 per missed performance check.
12.	Failure to remove manual vent lines at Robinson Lake Gas Plant or failure to install stainless-steel vent line along the Dehydrator line at Robinson Lake Gas Plant in accordance with Paragraph 27.f (Removal of Manual Vents and Installation of Stainless-Steel Lines at Robinson Lake Gas Plant)	\$2,500 per day for the first 15 days; \$5,000 per day thereafter.
13.	Failure to conduct periodic emissions tests no less than quarterly, failure to conduct periodic physical inspections, failure to replace or wash catalysts in accordance with the approved Catalyst Operation and Maintenance SOP at all engines on Appendix A Paragraph 28.a (Catalyst Operator and Maintenance Standard Operating Procedure).	\$10,000 per event.
14.	Failure to timely train all personnel on the Catalyst O&M SOP in accordance with Paragraph 28.b (Training of Personnel for Engines).	\$5,000 per day for the first 15 days; \$10,000 per day thereafter.
15.	Failure to submit signed certifications of training of personnel on the Catalyst O&M SOP in accordance with Paragraph 28.b (Training of Personnel for Engines).	\$2,500 per semi-annual period.

16.	Failure to conduct enhanced performance testing on engines listed in Table 1 in accordance with Paragraph 28.c(i) (MACT ZZZZ Testing).	\$5,000 per day for the first 15 days; \$10,000 per day thereafter.
17.	Failure to submit a testing protocol to the EPA 30 days prior to the day of performance testing, in accordance with Paragraph 28.c(i) (MACT ZZZZ Testing).	\$500 per day for the first 15 days; \$1,000 per day thereafter.
18.	Failure to submit the engine performance test results to the EPA within 60 days of completion of the test, as required by Paragraph 28.c(i) (MACT ZZZZ Testing)	\$1,000 per day for the first 15 days; \$2,000 per day thereafter.
19.	Failure to demonstrate compliance with NSPS JJJJ or MACT ZZZZ during engine performance test, as required by 28.c(i)-(ii) (MACT ZZZZ Testing and NSPS JJJJ Testing).	\$15,000 per event.
20.	Failure to conduct enhanced performance testing on engines listed in Table 1 in accordance with Paragraph 28.c(ii) (NSPS JJJJ Testing).	\$5,000 per day for the first 15 days; \$10,000 per day thereafter.
21.	Failure to submit a testing protocol to the EPA 30 days prior to the day of performance testing, in accordance with Paragraph 28.c(ii) (NSPS JJJJ Testing)	\$2,500 per day for the first 15 days; \$5,000 per day thereafter.
22.	Failure to submit the engine performance test results to the EPA within 60 days of completion of the test, as required by Paragraph 28.c(ii) (NSPS JJJJ Testing)	\$2,500 per day for the first 15 days; \$5,000 per day thereafter.
23.	Failure to Shut-down an engine as required by Paragraph 28.c(iii) (Shutdown of Engines under MACT ZZZZ and NSPS JJJJ).	\$10,000 per day for the first 15 days; \$15,000 per day thereafter.
24.	Failure to notify the EPA within	\$2,500 per day for the first

	24-hours of any failed engine test in accordance with Paragraph 28.c(iii)(2) (Shutdown of Engines under MACT ZZZZ and NSPS JJJJ).	15 days; \$5,000 per day thereafter.
25.	Failure to take appropriate corrective action to fix the failed engine, demonstrate compliance through a re-test, or provide results of a retest to the EPA within 30 days as required by Paragraph 27.c(iii)(3)-(5) (Failure of a retest without returning to normal operation does not constitute a violation of this paragraph).	\$5,000 per day for the first 15 days; \$10,000 per day thereafter.
26.	Failure to perform a Root Cause Analysis on any engine that fails a performance test under MACT ZZZZ or NSPS JJJJ in accordance with Paragraph 28.c(iv) (Root Cause Analysis for Failed Engine Performance Test).	\$5,000 per day for the first 15 days; \$10,000 per day thereafter.
27.	Failure to continuously monitor catalyst inlet temperatures of all appropriate engines on Appendix A in accordance with Paragraph 28.d (Engine Catalyst Inlet Temperatures).	\$5,000 per day for the first 15 days; \$10,000 per day thereafter.
28.	Failure to take the required steps to respond to an Alarm as required by Paragraph 28.d (Engine Catalyst Inlet Temperatures).	\$10,000 per day for the first 15 days; \$15,000 per day thereafter.
29.	Failure to maintain any of the required records generated and set forth in Paragraph 29.a-1.	\$2,500 per violation.

90. **Violations of Section VI LDAR Injunctive Relief at Subject Gas Plants.**

MPLX shall be liable for the following stipulated penalties for violations of the following

Section VI Injunctive Relief requirements at Subject Gas Plants:

Consent Decree Violation	Stipulated Penalty	
<p>a. <u>Paragraph 30</u>: Failure to implement any applicable provision of NSPS Subpart OOOOa not otherwise specified in the stipulated penalties below.</p>	Period of Delay or Noncompliance	Penalty per Violation per Day
	1 – 15 Days	\$500
	16 – 30 Days	\$1,000
	31 Days or More	\$2,000
<p>b. <u>Paragraph 32 (Facility-Wide LDAR Document)</u>: Failure to timely develop and complete a written LDAR Document for each Subject Gas Plant or failure to timely update the document on an annual basis.</p>	Period of Noncompliance	Penalty per Day late
	1 – 15 Days	\$300
	16 – 30 Days	\$400
	31 Days or More	\$500
<p>c. <u>Paragraph 33 (Method 21 Data Logging)</u>: Each failure to comply with Method 21 in performing LDAR monitoring.</p>	Monitoring Frequency for the component	Penalty per monitoring event per Process Unit
	Annual	\$20,000
	Quarterly	\$10,000
	Monthly	\$5,000
<p>d. <u>Paragraph 33 (Use of Data Logger)</u>: For each failure to use a monitoring device that is attached to a data logger (or an equivalent instrument or application), and for each failure, during each monitoring event, to directly electronically record the Screening Value, date, time, and identification number of the monitoring instrument, and the identification of the technician.</p>	<p>\$100 per failure per piece of Covered Equipment monitored</p>	
<p>e. <u>Paragraph 33 (Monitoring Data Transfer)</u>: Each failure to transfer monitoring data to LDAR Database on at least a weekly basis.</p>	<p>\$150 per Day for each Day the transfer is late.</p>	

f. <u>Paragraph 34 (Monitoring Frequency)</u> : Each failure to perform monitoring at the frequencies specified in Paragraph 34.	\$100 per component per missed monitoring event, not to exceed \$25,000 per 30-Day period per Covered Process Unit.		
g. <u>Paragraph 36 (First Attempt at Repair)</u> : Each failure to timely perform a first attempt at repair as required by Paragraph 36. For purposes of these stipulated penalties, the term “repair” includes the required Repair Verification Monitoring in Paragraph 36.a after the repair attempt. If stipulated penalties are collected under this subparagraph, the stipulated penalties in Paragraph 90.i do not apply.	\$150 per Day for each late Day, not to exceed \$1,500 per missed repair.		
h. <u>Paragraph 36 (Final Attempt at Repair)</u> : Each failure to timely perform a final attempt at repair as required by Paragraph 36 unless not required to do so under Paragraph 38 (Delay of Repair). For purposes of these stipulated penalties, the term “repair” includes the required Repair Verification Monitoring in Paragraph 36.a. after the repair attempt. If stipulated penalties are collected under this subparagraph, the stipulated penalties in Paragraph 90.i do not apply.	Equipment Type	Penalty per component per Day late	Not to exceed
	Valves/Connectors Pumps	\$300 \$1,200	\$45,000 \$150,000
i. <u>Paragraph 36.a (Repair Verification Monitoring)</u> : Each failure to timely perform Repair Verification Monitoring as required by Paragraph 36 in circumstances where the first attempt to repair the piece of equipment to eliminate the Leak was made within 5 Days and the final attempt to repair the piece of equipment to eliminate the Leak was made within 15 Days.	Equipment Type	Penalty per component per Day late	Not to exceed
	Valves/Connectors Pumps	\$150 \$600	\$18,750 \$75,000

j. <u>Paragraph 37 (Drill and Tap for Valves)</u> : Each failure to implement the drill-and-tap method as required by Paragraph 37.	Period of noncompliance		Penalty per Day late
	1 – 15 Days 16 – 30 Days 31 Days or More		\$200 \$350 \$500 per Day for each Day over 30, not to exceed \$45,000
k. <u>Paragraph 38 (Delay of Repair)</u> : Each improper placement of a piece of Covered Equipment on the DOR list (e.g., placing a piece of Covered Equipment on the DOR list even though it is feasible to repair it without a Process Unit Shutdown) required by Paragraph 38.	Equipment type	Penalty per component per Day on DOR list	Not to exceed
	Valves/Connectors Pumps	\$300 \$1,200	\$75,000 \$300,000
l. <u>Paragraph 38.a (Supervisor Sign-Off for Delay of Repair)</u> : Each failure to comply with the requirement that a relevant supervisor sign off on placing a piece of Covered Equipment on the DOR list.	\$250 per piece of Covered Equipment.		
m. <u>Paragraph 38.b(i) (Repair of Devices on Delay of Repair)</u> : Each failure to comply with the requirements of Paragraph (i).	Refer to applicable stipulated penalties in Paragraphs 90.g and h.		
n. <u>Paragraph 38.b(ii) (Valve Replacement and Improvement on Delay of Repair)</u> : Each failure to comply with the requirements of Paragraph 38.b.(ii).	Refer to applicable stipulated penalties in Paragraph 90.q.		
o. <u>Paragraph 39.c (Work Practices)</u> : Each failure to comply with the work practice standards in Paragraph 39.c.	\$50 per violation per valve per Day, not to exceed \$30,000 for all valves in a Covered Process Unit per Quarter.		
p. <u>Paragraph 39.d (Installing New Valves)</u> : Each failure to install a Low-E Valve or a valve fitted with Low-E Packing when required to do so under Paragraph 39.d.	\$20,000 per failure, except as provided in Paragraph 90.q.		
q. <u>Paragraph 39.e (Replacement or Repacking)</u> : Each failure, in violation of	\$500 per Day per failure, not to exceed \$20,000 per failure, except as provided in Paragraph 91,		

Paragraph 39.e, to timely comply with the requirements to install a Low-E Valve or Low-E Packing if a process unit shutdown is not required.	below.	
r. <u>Paragraph 39.e(iii) (Delay due to Required Process Unit Shutdown)</u> : Each failure, in violation of Paragraph (iii), to install a Low-E Valve or Low-E Packing when required to do so during a process unit shutdown.	\$20,000 per failure, except as provided in Paragraph 91, below.	
s. <u>Paragraph 40 (Connector Replacement and Improvement)</u> : Each failure to timely comply with the requirements regarding the replacement, improvement, or repair requirements for connectors under Paragraph 40.	\$100 per Day per failure, not to exceed \$5,000 per failure.	
t. <u>Paragraph 41 (Covered Equipment Addition)</u> : Each failure to add a piece of Covered Equipment to the LDAR Program when required to do so pursuant to the evaluation required by Paragraph 41.	\$300 per piece of Covered Equipment.	
u. <u>Paragraph 41 (Covered Equipment Deletion)</u> : Each failure to remove a piece of Covered Equipment from the LDAR program when required to do so pursuant to Paragraph 41.	\$150 per failure per piece of Covered Equipment.	
v. <u>Paragraph 42 (Training Protocol)</u> : Each failure to timely develop a training protocol as required by Paragraph 42.	\$50 per Day late.	
w. <u>Paragraphs 42 (LDAR Personnel Training)</u> : Each failure to perform initial, refresher, or new LDAR Personnel training as required by Paragraphs 42.	\$1,000 per person per month late.	
x. <u>Paragraph 44 (QA/QC)</u> : Each failure to perform any of the requirements relating to QA/QC in Paragraph 44.	\$1,000 per missed requirement per quarter.	
y. <u>Paragraph 45.a (LDAR Audit Schedule)</u> : Each failure to conduct an	Period of noncompliance	Penalty per Day late



LDAR Audit for a Subject Gas Plant in accordance with the schedule set forth in Paragraph 45.a.	1 – 15 Days 16 – 30 Days 31 Days or More	\$300 \$400 \$500, not to exceed \$100,000 per LDAR Audit
z. <u>Paragraph 45.b (LDAR Auditor Selection)</u> : Each failure to use a third party as an auditor as required under Paragraph 45.b; each use of a third-party auditor that is not experienced in LDAR Audits, and each use of MPLX’s regular LDAR contractor or LDAR Personnel for a third-party LDAR Audit of a Subject Gas Plant. If MPLX elects to perform the Second LDAR Audit using its own personnel as permitted under Paragraph 45.b, each use of personnel employed at the Subject Gas Plant; each use of personnel not experienced in the LDAR Program; each use of personnel who are not currently implementing or have not implemented an LDAR Program.	\$25,000 per LDAR Audit.	
aa. <u>Paragraph 45.c (Audit Scope and Content)</u> : Except where comparative monitoring is required under Paragraph 45.c, each failure to comply with the requirements of Paragraph 45.c	\$100,000 per LDAR Audit.	
bb. <u>Paragraph 45.d (Comparative Monitoring)</u> : Each failure to comply with the Comparative Monitoring requirements of Paragraph 45.d.	\$50,000 per LDAR Audit.	
cc. <u>Paragraph 45.e (Audit Report)</u> : Each failure to timely submit an LDAR Audit Report.	Period of noncompliance	Penalty per Day late
	1 – 15 Days 16 – 30 Days 31 Days or More	\$300 \$400 \$500 not to exceed \$100,000 per LDAR Audit

dd. <u>Paragraph 46 (Corrective Action)</u> : Each failure to implement a corrective action within 90 Days after the LDAR Audit Completion Date or pursuant to the schedule that MPLX must propose under Paragraph 46.b if the corrective action cannot be completed in 90 Days.	Period of noncompliance	Penalty per Day Late
	1 – 15 Days	\$500
	16 – 30 Days	\$750
	31 Days or More	\$1,000 per Day, not to exceed \$200,000 per LDAR Audit
ee. <u>Paragraphs 46.b-46.c (Corrective Action Plan Submittal)</u> : Each failure to timely submit a Corrective Action Plan that conforms to the requirements of Paragraphs 46.b-46.c.	Period of noncompliance	Penalty per Day late
	1 – 15 Days	\$100
	16 – 30 Days	\$250
	31 Days or More	\$500, not to exceed \$100,000 per LDAR Audit
ff. <u>Paragraph 47 (Certification of Compliance)</u> : Each failure to timely submit a Certification of Compliance that conforms to the requirements of Paragraph 47.	Period of noncompliance	Penalty per Day late
	1 – 15 Days	\$100
	16 – 30 Days	\$250
	31 Days or More	\$500, not to exceed \$75,000
gg. <u>Paragraph 48.a (OGI Protocol)</u> : Each failure to develop an OGI Protocol complying with the requirements of Paragraph 48.a.	Period of noncompliance	Penalty per Day late
	1 – 15 Days	\$300
	16 – 30 Days	\$400
	31 Days or More	\$500, not to exceed \$50,000
hh. <u>Paragraph 48.b (Submission of OGI Protocol)</u> : Each failure to timely submit the OGI Protocol required by Paragraph 48.b.	Period of noncompliance	Penalty per Day late
	1 <sup>st</sup> through 15 <sup>th</sup> Day	\$300
	16 <sup>th</sup> through 30 <sup>th</sup> Day	\$400
	31 Days or More	\$500, not to exceed \$50,000
ii. <u>Paragraph 48.c (Semi-Annual OGI Monitoring)</u> : Each failure to conduct OGI monitoring of Covered Equipment in accordance with the OGI Protocol, required by Paragraph 48.c.	\$10,000 per missed event	
jj. <u>Paragraph 48 (Fin Fan Unit OGI Monitoring)</u> : Each failure to conduct OGI	\$10,000 per missed event	

monitoring at Fin Fan Units as required by Paragraph 48.c.			
kk. <u>Paragraph 48.d (Repairs of Leaks)</u> : Each failure to perform timely repair of covered equipment Leaks identified through OGI or failure to conduct timely repair of Fin Fan Unit Leaks identified through OGI, as required by Paragraph 48.d.	Equipment Type	Penalty per component per Day late	Not to exceed
	Valves	\$300	\$45,000
	Pumps	\$1,200	\$150,000
	Fin Fan Plug	\$500	\$50,000
ll. <u>Paragraph 59 (Section G Recordkeeping Requirements)</u> : Each failure to comply with any recordkeeping requirement in Paragraph 59 not specifically identified above in this Table.			
			\$2,500 per violation.

91. Stipulated Penalties in Lieu of those in Paragraphs 90.p, q, and r.

a. For purposes of this Paragraph, the term “Non-Compliant Valve” means a valve that is either: (i) not a Low-E Valve; or (ii) not fitted with Low-E Packing. The term “Compliant Valve” means a valve that is either: (i) a Low-E Valve; or (ii) fitted with Low-E Packing.

b. The stipulated penalties in Paragraph 91.c are to be used instead of those in Paragraphs 90.p, q, and r. when a Non-Compliant Valve is installed instead of a Compliant Valve and all of the following requirements are met:

- (i) MPLX, and not a government agency, discovers the failure involved;
- (ii) MPLX promptly reports the failure to EPA and the Applicable State Co-Plaintiff;
- (iii) In the report, MPLX sets forth a schedule for promptly replacing the Non-Compliant Valve with a Compliant Valve; provided,

however that MPLX shall not be required to carry out an unscheduled shutdown of the affected Covered Process Unit in proposing the schedule unless MPLX so chooses;

(iv) MPLX monitors the Non-Compliant Valve once a month from the time of its discovery until the valve is replaced with a Compliant Valve and no Screening Values above 500 ppm are recorded;

(v) MPLX replaces the Non-Compliant Valve or Valve Packing with a Compliant Valve or Valve Packing in accordance with the schedule set forth in Paragraph 91.b(iii); and

(vi) MPLX demonstrates that in good faith it intended to install a Compliant Valve but inadvertently installed a Non-Compliant Valve.

c. The following stipulated penalties shall apply under the circumstances in Paragraph 91.b:

(i) In lieu of the penalty in Paragraph 90.p, \$2,000 per Day per failure, not to exceed \$2,000.

(ii) In lieu of penalty in Paragraph 90.q, \$50 per Day per failure, not to exceed \$2,000.

(iii) In lieu of the penalty in Paragraph 90.r, \$2,000 per failure.

92. Violations of Other Requirements under Section VI at Subject Gas Plants.

Consent Decree Violation	Stipulated Penalty	
<p>a. <u>Violation of Paragraph 50 (New PORVs)</u>. Each failure to install and operate Bottom Dome Vent Piping on any new PORV that is or will be subject to the requirements of Subpart OOOOa.</p>	<p>Period of Delay or Noncompliance</p>	<p>Penalty per Violation per Day</p>
	<p>1 – 15 Days 16 – 30 Days 31 Days or More</p>	<p>\$300 \$400 \$500</p> <p>Not to exceed \$50,000 per failure.</p>
<p>b. <u>Violation of Paragraph 51 (PORV Method 21 Monitoring)</u>. Each failure to conduct Method 21 monitoring on a PORV subject to Subpart OOOOa within the required monitoring frequency in accordance with Paragraph 51.</p>	<p>\$2,000 per PORV monitoring period.</p>	
<p>c. <u>Violation of Paragraph 52 (PORV Repair Requirements)</u>. Each failure to comply with the requirements of Paragraph 52.</p>	<p>\$300 per Day for each late Day of compliance, not to exceed \$45,000 per leak.</p>	
<p>d. <u>Violation of Paragraph 53</u>. Each failure to install and operate Bottom Dome Vapor Recovery Piping Installation on an existing PORV subject to Subpart OOOOa that has a Pre-existing Tap and has an Isolation Valve, in accordance with the requirements of Paragraph 53.</p>	<p>\$500 per Day per failure, not to exceed \$45,000 per failure.</p>	
<p>e. <u>Violation of Paragraph 56</u>. Failure to submit an initial notification under Subpart Dc for each Small Hot Oil Heater in accordance with Paragraph 56.</p>	<p>Period of Delay or Noncompliance</p>	<p>Penalty per Violation per Day</p>
	<p>1 – 15 Days 16 – 30 Days 31 Days or More</p>	<p>\$1,000 \$2,000 \$3,000</p>
<p>f. <u>Violation of Paragraph 57 (Subpart NNN)</u>. Each failure to comply with the applicable Subpart NNN control requirement or test methods and procedures by complying with the provisions in 40 C.F.R. Part 65, Subpart D in accordance with Paragraph 57.</p>	<p>Period of Delay or Noncompliance</p>	<p>Penalty per Violation per Day</p>
	<p>1 – 15 Days 16 – 30 Days 31 Days or More</p>	<p>\$1,000 \$2,000 \$3,000</p>

g. <u>Paragraph 59 (Section G Recordkeeping Requirements)</u> : Each failure to comply with any recordkeeping requirement in Paragraph 59 not specifically identified above in this Table.		
		\$2,500 per violation.

93. **Violations of Section VII Environmental Mitigation Projects.** MPLX shall be liable for the following stipulated penalties for violations of Section VII Mitigation Projects:

a. Mitigation Project Requirements.

Consent Decree Violation	Stipulated Penalty
<u>Section VII (Environmental Mitigation Projects)</u> : Failure to complete the Environmental Mitigation Projects in compliance with and by the deadlines set forth in Section VII and Appendix C of this Consent Decree.	\$5,000 per Day per violation

94. **Other Requirements.** MPLX shall be liable for the following stipulated penalties for violations of these Consent Decree requirements:

Consent Decree Violation	Stipulated Penalty	
<u>Section VIII (Permits)</u> : Failure to timely apply for any permit or approval in accordance with Section VIII.	\$1,000 per Day per violation	
<u>Section IX (Reporting Requirements)</u> : The following stipulated penalties shall accrue per violation per Day for each violation of the reporting requirements of this Consent Decree.	Period of noncompliance	Penalty per Day late
	1 <sup>st</sup> through 15 <sup>th</sup> Day	\$300
	16 <sup>th</sup> through 30 <sup>th</sup> Day	\$750
	31 Days or More	\$1,500

95. **Other Stipulated Penalties.** Any other violation of this Consent Decree not otherwise specified in the stipulated penalties above: \$1,000 per violation per Day.

96. **Waiver or Reduction of Payment.** The United States or the Applicable State Co-Plaintiff may in the unreviewable exercise of its discretion reduce or waive stipulated penalties otherwise due under this Consent Decree.

97. **Accrual of Stipulated Penalties.**

a. Stipulated penalties will begin to accrue on the Day after performance is due or the Day a violation occurs, whichever is applicable, and will continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree. The penalties that accrue for each violation or failure to perform an obligation do not increase from one period of noncompliance to the next unless the violations or failures to perform are continuous.

b. Accrual of Stipulated Penalties During Dispute Resolution. Stipulated penalties shall continue to accrue during any Dispute Resolution, but need not be paid until the following:

(i) If the dispute is resolved by agreement or a decision by EPA and the Applicable State Co-Plaintiff that is not appealed to the Court, MPLX shall pay accrued penalties determined to be owing, together with Interest, to the United States and the Applicable State Co-Plaintiff within 30 Days of the effective date of the agreement or the expiration of the period for seeking judicial resolution of a dispute set forth in Paragraph 110.

(ii) If the dispute is appealed to the Court and the United States and the Applicable State Co-Plaintiff prevail in whole or in part, MPLX shall

pay all penalties determined by the Court to be owed, together with Interest, within 60 Days of receiving the Court's final decision or order, except if the District Court's decision is appealed, and then as provided in Paragraph 97.b(iii), below.

(iii) If any Party appeals the District Court's decision, MPLX shall pay all penalties determined to be owing by the final decision of the appellate court, together with Interest, within 30 Days of receiving the final appellate court decision.

98. If MPLX fails to pay stipulated penalties according to the terms of this Consent Decree, MPLX shall be liable for Interest on such penalties, accruing as of the date payment became due.

99. The payment of stipulated penalties and Interest, if any, shall not alter in any way MPLX's obligation to complete the performance of this Consent Decree's requirements.

100. **Non-Exclusivity of Remedy.** Stipulated penalties are not the United States' or Applicable State Co-Plaintiff's exclusive remedy for violations of this Consent Decree. Subject to the provisions of Section XVI (Effect of Settlement/Reservation of Rights), the United States and the Applicable State Co-Plaintiff expressly reserve the right to seek any other relief it deems appropriate for MPLX's violation of this Decree or applicable law, including but not limited to an action against MPLX for statutory penalties, additional injunctive relief, mitigation or offset measures, and/or contempt. However, the amount of any statutory penalty assessed for a violation of this Consent Decree shall be reduced by an amount equal to the amount of any stipulated penalty assessed and paid pursuant to this Consent Decree.



### **XIII. FORCE MAJEURE**

101. “Force majeure,” for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of MPLX, of any entity controlled by MPLX, or of MPLX’s contractors, that delays or prevents the performance of any obligation under this Consent Decree despite MPLX’s best efforts to fulfill the obligation. The requirement that MPLX 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 MPLX’s financial inability to perform any obligation under this Consent Decree.

102. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, MPLX shall provide notice orally or by e-mail to EPA and the Applicable State Co-Plaintiff within 72 hours of when MPLX first knew that the event might cause a delay. Within seven (7) Days thereafter, MPLX shall provide in writing to EPA and the Applicable State Co-Plaintiff 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; MPLX’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 MPLX, such event may cause or contribute to an endangerment to public health, welfare or the environment. MPLX shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude MPLX 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. MPLX shall be deemed to know of any circumstance of which MPLX, any entity controlled by MPLX, or MPLX's contractors knew or should have known.

103. If EPA, after consultation with the Applicable State Co-Plaintiff, agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by EPA, after consultation with the Applicable State Co-Plaintiff, 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, of itself, extend the time for performance of any other obligation. EPA will notify MPLX in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

104. If EPA, after consultation with the Applicable State Co-Plaintiff, does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify MPLX in writing of its decision.

105. If MPLX elects to invoke the dispute resolution procedures set forth in Section XIV (Dispute Resolution), it shall do so no later than 15 Days after receipt of EPA's notice. In any such proceeding, MPLX shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that MPLX complied with the requirements of Paragraphs 101 and 102. If MPLX carries this

burden, the delay at issue shall be deemed not to be a violation by MPLX of the affected obligation of this Consent Decree identified to EPA and the Court.

#### **XIV. DISPUTE RESOLUTION**

106. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree.

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

108. **Formal Dispute Resolution.** MPLX shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States and the Applicable State Co-Plaintiff a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting MPLX's position and any supporting documentation relied upon by MPLX.

109. The United States, after consultation with the Applicable State Co-Plaintiff, shall serve its Statement of Position within 45 Days of receipt of MPLX's Statement of Position. The United States' Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The United States' Statement of Position shall be binding on MPLX, unless MPLX files a motion for judicial review of the dispute in accordance with the following Paragraph.

110. MPLX may seek judicial review of the dispute by filing with the Court and serving on the United States and the Applicable State Co-Plaintiff, in accordance with Section X (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within 10 Days of receipt of the United States' Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of MPLX's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

111. The United States and the Applicable State Co-Plaintiff shall respond to MPLX's motion within the time period allowed by the Local Rules of this Court. MPLX may file a reply memorandum to the extent permitted by the Local Rules.

112. **Standard of Review.**

a. Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 108 pertaining to the adequacy or appropriateness of plans, procedures to implement plans, schedules or any other items requiring approval by EPA under this Consent Decree; the

adequacy of the performance of work undertaken pursuant to this Consent Decree; and all other disputes that are accorded review on the administrative record under applicable principles of administrative law, MPLX shall have the burden of demonstrating, based on the administrative record, that the position of the United States is arbitrary and capricious or otherwise not in accordance with law.

b. Other Disputes. Except as otherwise provided in this Consent Decree, in any other dispute brought under Paragraph 108, MPLX shall bear the burden of demonstrating that its position complies with this Consent Decree and better furthers the objectives of the Consent Decree.

c. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of MPLX under this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 97. If MPLX does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XII (Stipulated Penalties).

#### **XV. INFORMATION COLLECTION AND RETENTION**

113. EPA and the State Co-Plaintiffs and their representatives, including attorneys, contractors, and consultants, shall have the right of entry into any facility covered by this Consent Decree, at all reasonable times, upon presentation of credentials, to:

- a. monitor the progress of activities required under this Consent Decree;
- b. verify any data or information submitted to the United States in accordance with this Consent Decree's terms;

- c. obtain samples and, upon request, splits of any samples taken by MPLX or its representatives, contractors, or consultants;
- d. obtain documentary evidence, including photographs and similar data; and
- e. assess MPLX's compliance with this Consent Decree.

114. Upon request, MPLX shall provide EPA and the Applicable State Co-Plaintiff, or their authorized representatives, splits of any samples taken by MPLX. Upon request, EPA and the Applicable State Co-Plaintiff shall provide MPLX splits of any samples taken by EPA or the Applicable State Co-Plaintiff.

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

116. At the conclusion of the information-retention period provided in the preceding Paragraph, MPLX shall notify EPA and the Applicable State Co-Plaintiff at least 90 Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by EPA or the Applicable State Co-Plaintiff, MPLX shall deliver any such documents, records, or other information to either agency. MPLX may

assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal law. If MPLX asserts such a privilege, it shall provide the following: (a) the title of the document, record, or information; (b) the date of the document, record, or information; (c) the name and title of each author of the document, record, or information; (d) the name and title of each addressee and recipient; (e) a description of the subject of the document, record, or information; and (f) the privilege asserted by MPLX. However, no documents, records, or other information created or generated pursuant to the requirements of this Consent Decree shall be withheld on grounds of privilege.

117. Except for emissions data, including Screening Values and OGI monitoring recordings, MPLX may also assert that information required to be provided under this Section is protected as Confidential Business Information (“CBI”) under 40 C.F.R. Part 2. As to any information that MPLX seeks to protect as CBI, MPLX shall follow the procedures set forth in 40 C.F.R. Part 2.

118. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by EPA or a State Co-Plaintiff pursuant to applicable federal or state laws, regulations, or permits, nor does it limit or affect any duty or obligation of MPLX to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

## **XVI. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS**

119. This Consent Decree resolves the civil claims of the United States and the State Co-Plaintiffs as follows:

- a. At the Subject Gas Plants, violations arising under the LDAR provisions in 40 C.F.R. Part 60, Subparts KKK, OOOO, OOOOa (and by reference 40 C.F.R. Part

60, Subparts VV and VVa) from the date of those claims accrued through the Date of Lodging, the violations alleged in the Complaint filed in this action and the December 1, 2020, Notice of Violation issued to MPLX Operating Company, LP through the Date of Lodging;

b. at Robinson Lake Gas Plant, the violations alleged in the Complaint filed in this action through the Date of Lodging; and

c. at the Subject Compressor Stations, the violations alleged in the Complaint filed in this action, and the allegations alleged against MPLX in the November 22, 2019, Notice of Violation through the Date of Lodging.

120. Upon the Effective Date, the requirements of this Consent Decree shall supersede all terms and conditions of the 2012 Questar CD that survived the June 4, 2014 termination of that consent decree, including Paragraphs 17, 19, 20, and 23, and the 2012 Questar CD shall be deemed terminated in its entirety.

121. The United States and the State Co-Plaintiffs reserve all legal and equitable remedies available to enforce this Consent Decree's provisions. This Consent Decree shall not be construed to limit the rights of the United States or the State Co-Plaintiffs to obtain penalties or injunctive relief under the Act or implementing regulations, or under other federal laws or state laws, regulations, or permit conditions. The United States and the State Co-Plaintiffs further reserve all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, the Subject Facilities, whether related to the violations addressed in this Consent Decree or otherwise.

122. In any subsequent administrative or judicial proceeding initiated by the United States or the State Co-Plaintiffs for injunctive relief, civil penalties, other appropriate relief



relating to the Subject Facilities or MPLX's violations, MPLX 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 United States or the State Co-Plaintiffs in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 119.

123. This Consent Decree is not a permit, or a modification of any permit, under any federal, state, or local laws or regulations. MPLX is responsible for achieving and maintaining complete compliance with all applicable federal, state, and local laws, regulations, and permits; and MPLX's compliance with this Consent Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States and the State Co-Plaintiffs do not, by their consent to the entry of this Consent Decree, warrant or aver in any manner that MPLX's compliance with any aspect of this Consent Decree will result in compliance with provisions of the CAA, 42 U.S.C. §§ 7411 and 7412 or with any other provisions of federal, state, or local laws, regulations, or permits.

124. This Consent Decree does not limit or affect the rights of MPLX or of the United States and the State Co-Plaintiffs against any third parties, not party to this Consent Decree, nor does it limit the rights of third parties, not party to this Consent Decree, against MPLX, except as otherwise provided by law.

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

**XVII. COSTS**

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

**XVIII. EFFECTIVE DATE**

127. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket.

**XIX. RETENTION OF JURISDICTION**

128. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections XIV and XX, or effectuating or enforcing compliance with the terms of this Decree.

**XX. MODIFICATION**

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

130. Any disputes concerning modification of this Decree shall be resolved pursuant to Section XIV (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 112, the Party seeking the modification bears the burden of demonstrating

that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

## **XXI. TERMINATION**

131. After MPLX has completed the following requirements of this Paragraph and demonstrates that it has maintained compliance with the Consent Decree for two years preceding the Request for Termination, MPLX may send the United States and the State Co-Plaintiffs a Request for Termination of this Consent Decree, which shall be certified in accordance with Section IX (Reporting Requirements), stating that MPLX has satisfied those requirements, along with all necessary supporting documentation, including a back-up copy of the LDAR Database for each Subject Gas Plant:

- a. Completed the requirements of Paragraphs 27-28 (Injunctive Relief for Compressor Stations and Robinson Lake Gas Plant);
- b. Completed the requirements of Paragraphs 30-59 (Injunctive Relief for Subject Gas Plants);
- c. Completed the third LDAR audit required pursuant to Paragraph 45 (LDAR Audits);
- d. Completed the reporting requirements at Paragraph 73 (Reporting Requirements for Compressor Station Program and Robinson Lake Gas Plant);
- e. Completed the reporting requirements at Paragraph 74 (Reporting Requirements for Subject Gas Plants);
- f. Applied for and received the applicable permits for the Subject Facilities in accordance with Section VIII (Incorporation of Consent Decree Requirements into Federally Enforceable Permits);

- g. Paid all applicable permitting fees due (including but not limited to Title V or NSR permits) for Subject Facilities;
- h. Paid the civil penalty and any accrued stipulated penalties as required by this Consent Decree; and
- i. Completed the Environmental Mitigation Project requirements at Section VII and Appendix C.

132. Following receipt by the United States and States of MPLX's Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether MPLX has satisfactorily complied with the requirements for termination of this Consent Decree. If the United States, after consultation with the State Co-Plaintiffs agree that the Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Decree.

133. If the United States, after consultation with the State Co-Plaintiffs, does not agree that the Decree may be terminated, MPLX may invoke Dispute Resolution under Section XIV of this Decree. However, MPLX shall not seek Dispute Resolution of any dispute regarding termination until 45 Days after service of its Request for Termination.

## **XXII. PUBLIC PARTICIPATION**

134. This Consent Decree shall be lodged with the Court for a period of not less than 30 Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. MPLX consents to entry of this Consent Decree without further notice and agrees not to withdraw from or oppose entry of this Consent Decree by the Court or to

challenge any provision of the Decree, unless the United States has notified MPLX in writing that it no longer supports entry of the Decree.

### **XXIII. SIGNATORIES/SERVICE**

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

136. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. MPLX agrees to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons. MPLX need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

### **XXIV. INTEGRATION**

137. This Consent Decree and its Appendices constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree and supersede all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. Other than deliverables that are subsequently submitted and approved pursuant to this Decree, the Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree.

**XXV. 26 U.S.C. SECTION 162(f)(2)(A) IDENTIFICATION**

138. For purposes of the identification requirement of Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), performance of Section III (Applicability), Paragraph 18; Section VI (Injunctive Relief), Paragraphs 27–59; Section VIII (Incorporation of Consent Decree Requirements into Federally Enforceable Permits), Paragraphs 68-72; Section IX (Reporting Requirements), Paragraphs 73-80; and Section XV (Information Collection and Retention), Paragraph 113-114 is restitution or required to come into compliance with law.

**XXVI. FINAL JUDGMENT**

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

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UNITED STATES DISTRICT JUDGE  
District of Utah

THE UNDERSIGNED PARTY enters into this Consent Decree in this action captioned United States, the State of Wyoming, and the State of North Dakota v. MPLX L.P.

**FOR THE UNITED STATES OF AMERICA:**

TODD KIM  
Assistant Attorney General  
Environment and Natural Resources Division  
U.S. Department of Justice

4/18/23  
Date

  
JAMES D. FREEMAN  
Senior Attorney  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice

THE UNDERSIGNED PARTY enters into this Consent Decree in this action captioned United States, the State of Wyoming, and the State of North Dakota v. MPLX L.P.

FOR THE U.S. ENVIRONMENTAL PROTECTION  
AGENCY:



4/18/2023

LAWRENCE E. STARFIELD  
Acting Assistant Administrator  
Office of Enforcement and Compliance Assurance  
U.S. Environmental Protection Agency  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460

ROSEMARIE A. KELLEY  
Director, Office of Civil Enforcement  
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MARY E. GREENE  
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JENNIFER LEE  
Attorney Advisor, Air Enforcement  
Division  
U.S. Environmental Protection Agency,  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460



THE UNDERSIGNED PARTY enters into this Consent Decree in this action captioned United States, the State of Wyoming, and the State of North Dakota v. MPLX L.P.

**FOR THE U.S. ENVIRONMENTAL PROTECTION  
AGENCY**

**KATHLEEN  
BECKER** Digitally signed by  
KATHLEEN BECKER  
Date: 2023.04.10  
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KATHLEEN BECKER  
Regional Administrator  
U.S. Environmental Protection Agency, Region 8

**KENNETH  
SCHEFSKI** Digitally signed by  
KENNETH SCHEFSKI  
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KENNETH C. SCHEFSKI  
Regional Counsel  
Office of Regional Counsel  
U.S. Environmental Protection Agency, Region 8

**SUZANNE  
BOHAN** Digitally signed by  
SUZANNE BOHAN  
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13:55:24 -06'00'

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SUZANNE J. BOHAN  
Division Director, Enforcement and Compliance Assurance  
Division  
U.S. Environmental Protection Agency, Region 8

**ABIGAIL  
DEAN** Digitally signed by  
ABIGAIL DEAN  
Date: 2023.03.23  
06:44:07 -06'00'

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ABIGAIL DEAN  
Senior Assistant Regional Counsel  
Office of Regional Counsel  
U.S. Environmental Protection Agency, Region 8

**LAUREN  
HAMMOND** Digitally signed by  
LAUREN HAMMOND  
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06:26:11 -06'00'

---

LAUREN R. HAMMOND  
Senior Assistant Regional Counsel  
Office of Regional Counsel  
U.S. Environmental Protection Agency, Region

THE UNDERSIGNED PARTY enters into this Consent Decree in this action captioned United States, the State of Wyoming, and the State of North Dakota v. MPLX L.P.

**FOR THE STATE OF WYOMING**



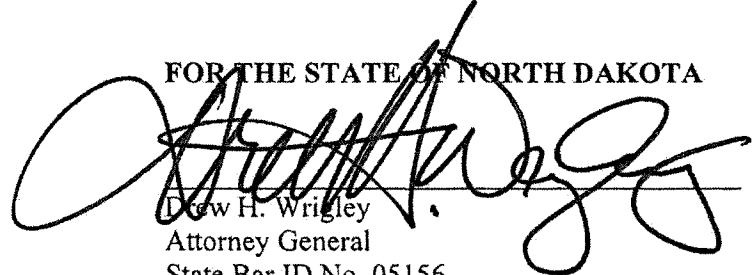
Alan Edwards, Deputy Director  
Wyoming Department of Environmental Quality



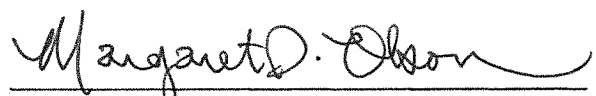
Approval as to form  
D. David DeWald, Deputy Attorney General  
Wyoming Attorney General's Office

THE UNDERSIGNED PARTY enters into this Consent Decree in this action captioned United States, the State of Wyoming, and the State of North Dakota v. MPLX L.P.

3/24/23  
Date

**FOR THE STATE OF NORTH DAKOTA**  
  
Dew H. Wrigley  
Attorney General  
State Bar ID No. 05156  
Office of Attorney General  
600 East Boulevard Avenue, Dept. 125  
Bismarck, ND 58505-0040

3/24/23  
Date

  
Margaret I. Olson  
Assistant Attorney General  
State Bar ID No. 06352  
Office of Attorney General  
500 North 9th Street  
Bismarck, ND 58501-4509

THE UNDERSIGNED PARTY enters into this Consent Decree in this action captioned United States, the State of Wyoming, and the State of North Dakota v. MPLX L.P.

**FOR MPLX L.P.**



A handwritten signature in blue ink, appearing to read "Gregory S. Floerke", written over a horizontal line.

Gregory S. Floerke  
*EVP & Chief Operating Officer*  
MPLX GP LLC, general partner of MPLX LP

## APPENDIX A

## List of Engines Subject to Consent Decree

State	Facility	Source Name	Manufacturer	Model	Engine Type	Lat.	Long.	Catalyst (yes/no)	CPMS for Catalyst Inlet Temper ature (yes/no)
ND	Stanley Compressor Station	ENG-1	Caterpillar	G-3606LE	4SLB	48.254 0	- 102.351 9	yes	yes
ND	Stanley Compressor Station	ENG-2	Caterpillar	G-3606LE	4SLB	48.254 0	- 102.351 9	yes	yes
ND	Stanley Compressor Station	ENG-3	Waukesha	L-7044GSI	4SRB	48.254 0	- 102.351 9	yes	yes
ND	Stanley Compressor Station	ENG-4	Waukesha	L-7044GSI	4SRB	48.254 0	- 102.351 9	yes	yes
UT	Canyons Compressor	ENG-01	Caterpillar	G-3616TALE	4SLB	39.836 0	- 110.204 5	yes	no
UT	Chapita Compressor Station	C100	Caterpillar	G-3606TALE	4SLB	40.036 3	- 109.426 0	yes	yes
UT	Chapita Compressor Station	C200	Caterpillar	G-3606TALE	4SLB	40.036 3	- 109.426 0	yes	yes

State	Facility	Source Name	Manufacturer	Model	Engine Type	Lat.	Long.	Catalyst (yes/no)	CPMS for Catalyst Inlet Temper ature (yes/no)
UT	Coyote Wash	C100	Caterpillar	G-3608LE	4SLB	40.038 4	- 109.441 3	yes	yes
UT	Coyote Wash	C200	Caterpillar	G-3608LE	4SLB	40.038 4	- 109.441 3	yes	yes
UT	Coyote Wash	C300	Caterpillar	G-3616LE	4SLB	40.038 4	- 109.441 3	yes	yes
UT	Coyote Wash	C400	Caterpillar	G-3616LE	4SLB	40.038 4	- 109.441 3	yes	yes
UT	Coyote Wash	BC100	Waukesha	L-7042GSI	4SRB	40.038 4	- 109.441 3	yes	yes
UT	Coyote Wash	C500	Caterpillar	G-3616LE	4SLB	40.038 4	- 109.441 3	yes	yes
UT	Ironhorse Complex	SC-PK-1100A	Caterpillar	G-3606LE	4SLB	40.036 2	- 109.454 8	yes	no
UT	Ironhorse Complex	SC-PK-1100B	Caterpillar	G-3606LE	4SLB	40.036 2	- 109.454 8	yes	no

State	Facility	Source Name	Manufacturer	Model	Engine Type	Lat.	Long.	Catalyst (yes/no)	CPMS for Catalyst Inlet Temperature (yes/no)
UT	Ironhorse Complex	SC-PK-2100	Caterpillar	G-3406TA	4SRB	40.036 2	- 109.454 8	yes	no
UT	Red Wash 24B	C302	Waukesha	L7042GSIU	4SRB	40.196 7	- 109.280 6	yes	no
UT	Red Wash 24B	C-5100	Waukesha	F3524 GSI	4SRB	40.196 7	- 109.280 6	yes	no
UT	Wonsits Valley CS	C202	Caterpillar	G-3612LE	4SLB	40.140 8	- 109.494 3	yes	yes
UT	Wonsits Valley CS	C203	Caterpillar	G-3612LE	4SLB	40.140 8	- 109.494 3	yes	yes
UT	Wonsits Valley CS	C204	Caterpillar	G-3612LE	4SLB	40.140 8	- 109.494 3	yes	yes
UT	Wonsits Valley CS	C207	Caterpillar	G-3616LE	4SLB	40.140 8	- 109.494 3	yes	yes
UT	Wonsits Valley CS	C206	Waukesha	12V-AT27GL	4SLB	40.140 8	- 109.494 3	yes	yes

State	Facility	Source Name	Manufacturer	Model	Engine Type	Lat.	Long.	Catalyst (yes/no)	CPMS for Catalyst Inlet Temperature (yes/no)
WY	Blacks Fork Gas Plant	ENG1	Waukesha	L-7042GSI	4SRB	41.554 5	- 110.048 2	yes	no
WY	Blacks Fork Gas Plant	ENG6	Waukesha	L-7044GSI	4SRB	41.554 5	- 110.048 2	yes	no
WY	Blacks Fork Gas Plant	BFC1	Waukesha	L-7044GSI	4SRB	41.554 5	- 110.048 2	yes	no
WY	Blacks Fork Gas Plant	ENG7	Caterpillar	G-3616TALE	4SLB	41.554 5	- 110.048 2	yes	no
WY	Blacks Fork Gas Plant	ENG8	Caterpillar	G3608 TALE	4SLB	41.554 5	- 110.048 2	yes	no
WY	Blacks Fork Gas Plant	ENG9	Caterpillar	G-3612TALE	4SLB	41.554 5	- 110.048 2	yes	no
WY	Dripping Rock Compressor Station	E1	Waukesha	L-7042GSI	4SRB	41.185 0	- 108.011 9	yes	no
WY	Dripping Rock Compressor Station	E2	Waukesha	L-7042GSI	4SRB	41.185 0	- 108.011 9	yes	no



State	Facility	Source Name	Manufacturer	Model	Engine Type	Lat.	Long.	Catalyst (yes/no)	CPMS for Catalyst Inlet Temperature (yes/no)
WY	Dripping Rock Compressor Station	E3	Caterpillar	G-3608TA	4SLB	41.185 0	- 108.011 9	yes	no
WY	Lateral 1127 South Moxa Compressor Station	E1	Caterpillar	G-3516TALE	4SLB	41.534 6	- 110.049 8	yes	no
WY	Mesa 14-16 CGF	ENG1	Caterpillar	G-399TA	4SRB	42.741 7	- 109.839 8	yes	no
WY	Mesa 15-6 CGF	ENG4	Caterpillar	G-3512	4SLB	42.770 7	- 109.872 2	yes	no
WY	Pinedale Complex	E-1	Caterpillar	G-3608TA	4SLB	42.688 4	- 109.808 1	yes	no
WY	Pinedale Complex	E-2	Caterpillar	G-3608TA	4SLB	42.688 4	- 109.808 1	yes	no
WY	Pinedale Complex	E-3	Caterpillar	G-3616TA	4SLB	42.688 4	- 109.808 1	yes	no
WY	Pinedale Complex	E-4	Caterpillar	G-3616TA	4SLB	42.688 4	- 109.808 1	yes	no

State	Facility	Source Name	Manufacturer	Model	Engine Type	Lat.	Long.	Catalyst (yes/no)	CPMS for Catalyst Inlet Temperature (yes/no)
WY	Pinedale Complex	E-5	Caterpillar	G-3616TA	4SLB	42.6884	-109.8081	yes	no
WY	Pinedale Complex	E-6	Caterpillar	G-3616TA	4SLB	42.6884	-109.8081	yes	no
WY	South Deer Canyon Compressor Station	ENG1	Caterpillar	G-3406TA	4SRB	41.9220	-109.1058	yes	no
WY	Vermillion Gas Plant	E7	Caterpillar	CG137-12 TA	4SRB	41.0587	-108.7615	yes	no
WY	Vermillion Gas Plant	E1	Waukesha	L-5794GSI	4SRB	41.0587	-108.7615	yes	no
WY	Vermillion Gas Plant	E3	Waukesha	L-7044GSI	4SRB	41.0587	-108.7615	yes	no
WY	Vermillion Gas Plant	E2	Waukesha	L-5794GSI	4SRB	41.0587	-108.7615	yes	no
WY	Vermillion Gas Plant	E4	Waukesha	L-7044GSI	4SRB	41.0587	-108.7615	yes	no

State	Facility	Source Name	Manufacturer	Model	Engine Type	Lat.	Long.	Catalyst (yes/no)	CPMS for Catalyst Inlet Temper ature (yes/no)
WY	Vermillion Gas Plant	E6	Waukesha	L-7044GSI	4SRB	41.058 7	- 108.761 5	yes	no
WY	Wilson Ranch Compressor Station	E1	Caterpillar	G398 NAHC	4SRB	41.612 8	- 110.088 7	yes	no

## APPENDIX B

### **Factors to be Considered and Procedures to be Followed to Claim Commercial Unavailability**

This Appendix outlines the factors to be taken into consideration and the procedures to be followed for MPLX to assert that a certified Low-Emissions Valve or a valve that utilizes certified Low-Emissions Packing is “commercially unavailable” pursuant to Paragraph 39.g of the Consent Decree.

#### **I. FACTORS FOR DETERMINING COMMERCIAL UNAVAILABILITY**

A. Nothing in this Consent Decree or this Appendix requires MPLX to utilize any valve or packing that is not suitable for its intended use in a Covered Process Unit.

B. The following factors are relevant in determining whether a certified Low-Emissions Valve or a valve that utilizes certified Low-Emissions Packing is commercially unavailable to replace or repack an Existing Covered Valve:

1. Valve type (e.g., ball, gate, butterfly, needle) (neither the Consent Decree nor this Appendix requires consideration of a different type of valve than the type that is being replaced);
2. Nominal valve size (e.g., 2 inches, 4 inches);
3. Compatibility of materials of construction with process chemistry and product quality requirements;
4. Valve operating conditions (e.g., temperature, pressure);
5. Service life;
6. Packing friction (e.g., impact on operability of valve);
7. Whether the valve is part of a packaged system;
8. Retrofit requirements (e.g., re-piping or space limitations);
9. Other relevant considerations

C. The following factors may also be relevant, depending upon the Process Unit or equipment where the valve is located:

1. In cases where the valve is a component of equipment that MPLX is licensing or leasing from a third party, valve or valve packing specifications identified by the lessor or licensor of the equipment of which the valve is a component;

2. Valve or valve packing vendor or manufacturer recommendations for the relevant Process Unit components.

**II. PROCEDURES FOR ASSERTING COMMERCIAL UNAVAILABILITY:** MPLX shall comply with the following procedures if it seeks to assert commercial unavailability under Paragraph 39.g of the Consent Decree:

- A. MPLX must contact a reasonable number of vendors of valves or valve packing that MPLX, in good faith, believes may have valves or valve packing suitable for the intended use, taking into account the relevant factors listed in Section I of this Appendix.
  1. For purposes of this Consent Decree, a reasonable number of vendors presumptively shall mean no less than three.
  2. If fewer than three vendors are contacted, the determination of whether such fewer number is reasonable shall be based on Factors set forth in Section I.C., above, or on a demonstration that fewer than three vendors offer valves or valve packing considering Factors set forth in Section I.B., above.
- B. MPLX shall obtain a written representation from each vendor, or equivalent documentation, that a particular valve or valve packing is not available as “Low-Emissions” from that vendor for the intended conditions or use.
  1. “Equivalent documentation” may include e-mail or other correspondence or data showing that a valve or valve packing suitable for the intended use does not meet the definition of Low-Emissions Valve or Low-Emissions Packing in the Consent Decree or that the valve or packing is not suitable for the intended use.
  2. If a vendor does not respond or refuses to provide a written representation or equivalent documentation, “equivalent documentation” may consist of records of MPLX’s attempts to obtain a response from such vendor.
- C. Each status report required by Paragraph 74 of the Consent Decree shall identify each instance when a Low-Emissions Valve or a valve that utilizes Low-Emissions Packing was not commercially available. MPLX shall provide a complete explanation of the basis for its claim of commercial unavailability, including, as an attachment to the status report, all relevant documentation. This report shall be valid for a period of 365 Days from the date of the report for the specific valve involved and all other similar valves, taking into account the factors listed in Section I.

## APPENDIX C

### Environmental Mitigation Projects

MPLX shall comply with the requirements of this Appendix and with Section VII (Environmental Mitigation Projects) of the Consent Decree to implement and secure the environmental benefits of the Project described in this Appendix.

#### I. General

- a. MPLX has submitted and the EPA has reviewed and approved the following project plans:
  - i. Flat Rock Engine Catalyst Project, approved on October 6, 2022.
  - ii. Residue Gas Monitoring Project, approved on September 23, 2022.
  - iii. Compressor Station Monitoring Project, approved on September 23, 2022.
  - iv. Pig Launch Receiver Project, approved on November 11, 2022.
- b. Each project plan contains a summary-level budget for the project, a list of locations where the project will be completed, a timeline for completion of the mitigation project, and a summary of the anticipated environmental benefits of the projects.
- c. MPLX shall implement the mitigation project in North Dakota meeting the requirements set forth in Section VI(a), below. No project plan is required to be submitted for the project in Section VI(a).
- d. Nothing in this Appendix shall relieve MPLX of its obligation to comply with all applicable federal, state, and local laws and regulations, including, but not limited to any obligations to obtain permits pursuant to the Clean Air Act in implementing the Project Plans.

## II. Flat Rock Engine Catalyst Mitigation Project

- a. Within 30 Days of the Effective Date, consistent with the Consent Decree, this Appendix, and its Flat Rock Mitigation Project Plan, MPLX installed an oxidation catalyst at engine C-201 located at Flat Rock Compressor Station in the Uinta Basin, Utah. Prior to the installation of the oxidation catalyst, the engine did not have a catalyst that controlled carbon monoxide (CO), volatile organic compounds (VOCs), and formaldehyde (HCHO) emissions.
- b. Description of Flat Rock Engine Catalyst Mitigation Project. The oxidation catalyst on engine C-201 at Flat Rock Compressor Station is designed to meet the minimum reduction requirements of 93% CO, 75% VOC, and 90% HCHO.
  - i. Engine Performance Testing on Engine C-201. Within 60 days of installation of the catalyst, and every three years or 8,760 hours of operation, thereafter, MPLX shall conduct performance testing on engine C-201 to determine HCHO reduction efficiency across the catalyst. Testing shall consist of three 1-hour test runs and shall be conducted at 100% load  $\pm$  10% (or the highest achievable load at the time of testing) using EPA Method 320 (or other method as approved by EPA), to demonstrate that the HCHO emissions are reduced by at least 90%. Results of the initial and all subsequent performance tests shall be submitted to the EPA within 60-Days of test completion.
  - ii. Should the catalyst on engine C-201 be replaced during the term of this Consent Decree, MPLX shall conduct a performance test to determine HCHO reduction efficiency across the catalyst within 30 days of catalyst

replacement. Testing shall consist of three 1-hour test runs and shall be conducted at 100% load  $\pm$  10% (or the highest achievable load at the time of testing) using EPA Method 320 (or other method as approved by EPA), to demonstrate that HCHO emissions are reduced by at least 90%. Results of the performance test shall be submitted to the EPA within 60 days of test completion.

- iii. MPLX must notify EPA and the engine owner within 7 Days of any failed performance test (as indicated by a HCHO emissions reduction of less than 90%) via e-mail to [r8airreportenforcement@epa.gov](mailto:r8airreportenforcement@epa.gov) and [loiacono.sara@epa.gov](mailto:loiacono.sara@epa.gov). Following any failed performance test, MPLX must determine the cause of the failed performance test, perform any necessary corrective action(s), and conduct a re-test within 14 Days of completion of corrective action(s). MPLX shall not count hours of operation of the engine with the catalyst for periods between failed test and the subsequent passing test in the hours allowed in the 40,000 hours needed to meet the requirement of the Project. Results of the re-test shall be submitted to the EPA within 30 days of test completion.
- iv. Monthly Testing for Continuous Compliance. On a monthly basis, MPLX shall measure the pressure drop across the catalyst to ensure that the catalyst operates such that the pressure drop across the catalyst does not change by more than 2 inches of water at 100% load plus or minus 10% from the pressure drop across the catalyst that was measured during the initial performance test. If, the catalyst is not operating within the limits,



MPLX may troubleshoot engine operation for 24-hours. Any hours of operation between the out-of-range pressure drop reading and a performance test that passes the requirements of Paragraph II(b)(i) shall not count towards this mitigation project's required total hours of operation as set forth in Paragraph II(c), below.

- c. Project Plan Period. MPLX shall operate engine C-201 with an oxidation catalyst for at least 40,000 hours in order to achieve the estimated emissions reductions set forth in the Project Plan. If at the end of five years, the engine has not operated for a total of 40,000 hours or more, MPLX shall submit to the EPA for approval either:
  1. A proposal to extend the Project Plan Period until engine C201 has operated with controls for a total of 40,000 hours; or
  2. A project plan for a new mitigation project to mitigate the equivalent amount of excess hazardous air pollutant (HAP) emissions that the remaining operational hours of the engine C-201 at the Flat Rock Compressor Station would have mitigated according to the detailed emissions reduction estimates in the Project Plan.
- d. Costs and Emissions Reduction Estimates. MPLX estimates that the total cost for the manufacture and installation of the oxidation catalyst to be \$28,000. Annual maintenance costs will also be accrued but cannot be currently estimated. MPLX estimates a total of 89.0 tons of CO to be reduced, 11.1 tons of VOCs, and 11.2 tons of HCHO.

- e. Periodic Reporting Requirements. MPLX shall submit the following information pertaining to the Project in each Semi-Annual Report required by Paragraph 73(b) of the Consent Decree:
  - i. Inventory. Identification of the engine on which a catalyst was installed during the reporting period, including the facility name, engine make/model, serial number, catalyst make/model, and date of catalyst installation.
  - ii. Pressure Drop Monitoring and Engine Test Reports. Results of monthly pressure drop readings, and a summary of any field testing conducted pursuant to the Mitigation Project Plan and Paragraph II(b)(iv) during the reporting period, including the date(s) of testing and summary of the results.
  - iii. Engine Run Time. Engine hours of operation during the reporting period and engine hours cumulative to date for the Project.
  - iv. Summary. A summary of expenditures and emission reductions during the reporting period and cumulative expenditures and emission reductions, as of the end of the reporting period.
- f. Project Completion. Within 60 Days following completion of the Project, MPLX shall submit to the EPA a report (“Project Completion Notice”) that documents the required information in Paragraph 67 of the Consent Decree.

### **III. Residue Gas Monitoring Project**

- a. By no later than the first full calendar quarter following the Effective Date, and consistent with the Consent Decree and this Appendix, MPLX shall, in

accordance with its Project Plan for Residue Gas Monitoring, conduct Semi-Annual optical gas imaging (OGI) on all equipment in residue gas service at the following locations where Semi-Annual monitoring is not required by regulation:

<b>Table 1. Locations of Residue Gas Monitoring</b>		
<b>North Dakota</b>	<b>Wyoming Stations</b>	<b>Utah</b>
Belfield	Blacks Fork	Ironhorse
Robinson Lake	Vermillion	Redwash/24B
Stanley Booster		

- b. Description of the Residue Gas Monitoring Project. The purpose of this Project is to conduct more frequent monitoring of residue gas equipment which emit methane emissions, to identify leaks on a timely basis, and repair the leaks to reduce methane emissions. MPLX shall conduct Semi-Annual OGI monitoring on all residue gas equipment for each of the locations in Table 1, above. MPLX shall survey equipment at least 90-days apart but no longer than 200-days apart. All leaks shall be repaired within 15-days of discovery of the leak. MPLX shall record the location of each leak, the date of the leak, and date of repair of the leak in its LeakTracker Pro database. MPLX shall be allowed delay of repair for leaks that require a process unit shutdown pursuant to 40 C.F.R. § 60.482-9a.
- c. Costs and Emissions Reductions Estimates. MPLX estimates it will cost \$230,000 per year to conduct Semi-Annual OGI monitoring at all residue gas equipment at the Table 1 facilities and increased maintenance costs. MPLX estimates methane emission reductions of 67.3 tons per year.

d. Periodic Reporting Requirements.

- i. In the Annual Report required by Paragraph 74 of the Consent Decree, MPLX shall report the dates of all Semi-Annual residue gas OGI monitoring in each reporting period.
- ii. Include the locations of equipment leaks, leak date, description, date of repair, and reason for delay of repair, if applicable.
- iii. Updated annual methane emission reductions.
- iv. Annual summary of costs associated with the Residue Gas Monitoring Project.

**IV. Compressor Station Monitoring Project**

- a. By the first full calendar quarter after the Effective Date, consistent with the Consent Decree and this Appendix, MPLX shall conduct quarterly OGI monitoring at the following compressor stations:

<b>Table 2. Compressor Station Quarterly Monitoring</b>		
<b>Utah Stations</b>	<b>Wyoming Stations</b>	<b>North Dakota Stations</b>
Coyote Wash	Lateral 1127 South Moxa	Rupple
Ponderosa	South Deer Canyon	
Wonsits Valley	Vermillion Creek	
	Wilson Ranch	

- b. Description of Compressor Station Monitoring Project. Currently, none of the fugitive emission components are subject to monitoring under the New Source Performance Standards, Subpart OOOOa, MPLX shall conduct quarterly OGI monitoring at fugitive emission components located at each compressor station in Table 2. Specifically, MPLX shall meet the following requirements for monitoring fugitive emissions at compressor stations:

- i. 40 C.F.R. § 60. 5397a (a)(1);
  - ii. 40 C.F.R. § 60. 5397a(b);
  - iii. 40 C.F.R. § 60. 5397a(c)(1)-(7);
  - iv. 40 C.F.R. § 60. 5397aa(d)(1) and (3);
  - v. 40 C.F.R. § 60. 5397a (e);
  - vi. 40 C.F.R. § 60.5397a(g)(3)-(4); and
  - vii. 40 C.F.R. § 60.5397a(h)-(j).
- c. Costs and Estimates of Emission Reductions. MPLX estimates that annual costs for increased monitoring under this project shall cost \$32,000 annually. The associated increased annual maintenance costs are estimated to be \$320,000 per year. MPLX estimates the following emission reductions:

<b>Table 3. Estimates of VOC Emission Reductions for Quarterly OGI Monitoring at Compressor Stations</b>	
<b>VOC Emissions Reduced by State</b>	<b>Value in TPY</b>
Utah	3.8
Wyoming	5.1
North Dakota	1.3

<b>Table 4. Estimates of Methane Emission Reductions for Quarterly OGI Monitoring at Compressor Stations</b>	
<b>Methane Emissions Reduced by State</b>	<b>Value in TPY</b>
Utah	20.3
Wyoming	27.1
North Dakota	6.8

- d. Periodic Recordkeeping.
- i. MPLX shall submit in each Annual Report required by Paragraph 74 in the Consent Decree the following records required by 40 C.F.R. §

60.5420a(b)(7)(ii) for each fugitive emissions monitoring survey performed during the Reporting Period:

1. Date of the survey;
2. Monitoring instrument used;
3. Any deviations from the monitoring plan elements under § 60.5391a(c)(1), (2), and (7) and (c)(8)(i) or a statement that there were no deviations from these elements of the monitoring plan;
4. Number and type of components for which fugitive emissions were detected;
5. Number and type of fugitive emission components (including designation as difficult-to-monitor or unsafe-to-monitor, if applicable) on delay of repair and an explanation for each delay of repair; and
6. Date of planned shutdown(s) that occurred during the reporting period if there are any components that have been placed on delay of repair.

ii. MPLX shall maintain the records required by 40 C.F.R.

§ 60.5420a(c)(15)(vi)-(viii) in compliance with the record retention requirements in Paragraph 115 of the Consent Decree.

**V. Pig Launch Receiver and High-Low Jumper Project**

- a. Within 270 Days of the Effective Date, and consistent with the Consent Decree and this Appendix, MPLX shall, in accordance with its Pig Ramp Launcher

Receiver Project Plan MPLX shall install pig ramps at locations identified in

Table 5:

<b>Table 5. Locations for Installations of Pig Ramps</b>	
<b>Utah</b>	<b>Wyoming</b>
West End Road Receiver	Rendezvous 5 Receiver
16" Wonsit to 24B	Rendezvous 12" Original
Ponderosa Pipeline 16" West	Rendezvous 16"
SD Wonsit 12" East	Lovatt Draw 12" Tie
	Lateral 1127 Receiver
	JL 88 8" Receiver
	JL-88 12" Receiver
	Steward Point 4-33
	Mesa 6-5 NG Loop
	Stewart Point 3-28 Trunk NG
	Lateral 1128

- b. Within 365 Days of the Effective Date, and consistent with the Consent Decree and this Appendix, MPLX shall, in accordance with its Pig Ramp Launcher Receiver Project Plan MPLX shall install high-low jumpers at Knife River 16" Steel Discharge Launcher in North Dakota and flare connectors shall be installed at Rendezvous VI Connectivity located at the Blacks Fork Plant in Wyoming and at the Ponderosa Receiver at Stagecoach Plant in Utah.
- c. Description of High-Low Jumper and Flare Connections Project. The purpose of this Project is to install flares or high-to-low jumper lines to control emissions from depressurizing sections of pipeline. The flares will combust gases that are routed to them when a section of the pipeline is depressurized and blown down.

Without the connection to the flares, the emissions from the blow down event are emitted directly to the atmosphere. A high-to-low jumper line routes high-pressure gas to a lower-pressure pipeline before the barrel door on a pig launcher or receiver is opened. This reduces the quantity of emissions released to the atmosphere by the difference in pressures between the high pressure and low pressure lines.

- d. Costs and Estimates of Emission Reductions. MPLX estimates that the installation of pig ramps will cost \$40,000 in total. MPLX estimates that the cost of high-low jumpers, and connections to flares will be \$383,000. MPLX estimates methane emission reductions from the high-low jumper installation to be 0.6 tons of VOCs per year. MPLX estimates that the annual emission reductions for the flare connector installation at the Rendezvous VI Connectivity located at the Black Fork Plant and the Ponderosa Receiver at the Stagecoach Facility to be 1.2 tons of VOCs and 13.1 tons of methane. Due to the variability in field gas constituents and pipe diameters and other variables, emissions reductions were not estimated for the pig launchers/receivers.
- e. Project Completion Notice: Within 60 Days of installation of the pig launcher/receiver projects, flare connections, and installation of the high-low jumper, MPLX shall submit to the EPA and the Applicable State Co-Plaintiffs the following:
  - i. Photographs of each high-low jumper installation, flare connectors, and pig launcher/receiver;
  - ii. Dates of installation of each piece of equipment; and



iii. All other information required by Paragraph 67 of the Consent Decree.

**VI. North Dakota Abandoned Oil and Gas Well Mitigation Project for VOC and HAP Emissions Reductions.**

a. Mitigation Funds for Abandoned Oil and Gas Well Remediation. MPLX shall pay \$1.2 million to the North Dakota Industrial Commission (“NDIC”) “Abandoned Oil and Natural Gas Well Plugging and Site Reclamation Fund” as established by N.D.C.C. § 38-08-04.5, for the permanent plugging and remediation of at least four orphaned and abandoned oil and gas wells from Table 6, below.

b. Payment Instructions. MPLX shall make the payments in two installments over two calendar years. The first installment of \$600,000 shall be paid within 30 Days of the Effective Date. The second installment of \$600,000 shall be paid no later than 365 Days from the first installment – which will act to satisfy all monetary obligations of MPLX for the mitigation project required under this Section.

MPLX shall make payment in the form of a check, made payable to the “Industrial Commission of North Dakota, Oil and Gas Division,” and shall be directed to the attention of Lynn Helms, Department of Mineral Resources, 1016 East Calgary Avenue, Bismarck, ND 58503-5512. MPLX shall also notify the United States, the EPA, and North Dakota representatives as identified in Paragraph 85 (Notices) of the Consent Decree as well as:

Cody Vanderbusch  
Reclamation Specialist  
North Dakota Industrial Commission  
cwwanderbusch@nd.gov

c. Mitigation Project Objective. The mitigation project objective is to permanently plug four abandoned oil and gas wells from the list of abandoned wells (without a

solvent or known owner/operator) on Table 6 using NDIC's abandoned well plugging and reclamation program. One or more similarly situated oil and gas well may be substituted for one or more of the wells identified on Table 6 upon written agreement between the EPA, MPLX, and NDDEQ. Such agreement shall not, in and of itself, constitute a modification of this Consent Decree. The NDIC may use up to \$6,000 of the Mitigation Funds to survey wells from Table 6 and nearby wells to determine an estimate of the emission reductions the mitigation project will achieve for purposes of the reporting requirement at (d)(iii), below. NDIC shall use the entire remainder of MPLX's payment for the work of plugging and surface remediation of the four oil and natural gas wells, which is estimated to cost a total of \$1.2 million. In the event the \$1.2 million payment exceeds the cost of plugging and surface remediation of four wells selected from Table 6, NDIC shall use such excess funds to plug or remediate one or more additional wells.

- d. Mitigation Project Reporting. In the first four Semi-Annual Reports required by Paragraph 73(b) of the Consent Decree, MPLX shall work with NDIC to submit the following information to the EPA, with a copy to NDDEQ:
- i. A list and the locations of each well plugged or well surface area remediated;
  - ii. The beginning and end dates of all plugging or surface remediation work conducted during the Reporting Period;

- iii. A summary of the environmental benefit, including an estimate of VOC, HAP, and methane emission reductions for each oil and gas well plugged, including the calculation methodology for each estimate;
- iv. A summary of costs for all expenditure of the Mitigation Funds for Oil and Gas Well Remediation; and
- v. As applicable, a proposed timeline for any remaining expenditure of the Mitigation Funds for Oil and Gas Well Remediation.

<b>Table 6. List of Abandoned Oil and Gas Wells for Plugging and Surface Remediation</b>						
<b>Well Name</b>	<b>County</b>	<b>STR</b>	<b>Wh_Qt r</b>	<b>Field</b>	<b>Latitude</b>	<b>Longitude</b>
HEDGES 1-R	BOTTINE AU	30-162-81	SWSE	WAYNE	48.82187026	-101.2194345
STEINHAUS 1	BOTTINE AU	30-162-81	SESE	WAYNE	48.82232532	-101.215988
ESTHER STEINHAUS 1	BOTTINE AU	29-162-81	SWSW	WAYNE	48.82231404	-101.2105055
HEDGES 6	BOTTINE AU	30-162-81	NWSW	WAYNE	48.82642932	-101.2310342
HEDGES 5-R	BOTTINE AU	30-162-81	SWSW	WAYNE	48.82371353	-101.2302944
EVANSON 2	BOTTINE AU	31-162-81	SESW	WAYNE	48.81599631	-101.2254297
ANDERSON 25- 1	BOTTINE AU	25-162-82	NESE	WAYNE	48.82688305	-101.2363543
HEDGES 7H	BOTTINE AU	30-162-81	SESW	WAYNE	48.82399474	-101.2238711
HEDGES/STEIN HAUS 8H	BOTTINE AU	30-162-81	SESE	WAYNE	48.82242108	-101.21333
HEDGES/STEIN HAUS 9H	BOTTINE AU	30-162-81	SESE	WAYNE	48.82402964	-101.2132247

<b>Table 6. List of Abandoned Oil and Gas Wells for Plugging and Surface Remediation</b>						
<b>Well Name</b>	<b>County</b>	<b>STR</b>	<b>Wh_Qt r</b>	<b>Field</b>	<b>Latitude</b>	<b>Longitude</b>
HEDGES/STEIN HAUS 10H	BOTTINE AU	30-162-81	SESE	WAYNE	48.82163171	-101.2133286
EVENSON 3H	BOTTINE AU	31-162-81	SENW	WAYNE	48.81406956	-101.2245887
HEDGES/STEIN HAUS 11H	BOTTINE AU	30-162-81	NWSW	WAYNE	48.82791572	-101.2330395
HEDGE/STEIN HAUS 12 H	BOTTINE AU	30-162-81	SESW	WAYNE	48.82222572	-101.2278446
HEDGES/STEIN HAUS 13H	BOTTINE AU	30-162-81	SESE	WAYNE	48.82318057	-101.2134143