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

THE UNITED STATES OF AMERICA, and THE STATE OF INDIANA, Plaintiffs, v. BP PRODUCTS NORTH AMERICA INC., Defendant.	)	Civil Action No. 2:23-cv-166

CONSENT DECREE

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CONSENT DECREE

WHEREAS, Plaintiffs the United States of America ("United States"), on behalf of the United States Environmental Protection Agency ("EPA"), and the State of Indiana ("Indiana"), by the authority of the Indiana Attorney General, acting at the request of the Indiana Department of Environmental Management ("IDEM"), have filed a complaint ("Complaint") against Defendant BP Products North America Inc. ("BPP") for alleged violations of the Clean Air Act ("CAA" or "Act"), 42 U.S.C. § 7401 *et seq.,* with respect to benzene emissions at BPP's petroleum refinery in Whiting, Indiana ("Refinery" or "Whiting Refinery");

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

a. The New Source Performance Standards ("NSPS") promulgated at 40 C.F.R. Part 60, Subpart QQQ ("QQQ"), pursuant to Section 111 of the CAA, 42 U.S.C. § 7411;

b. The National Emission Standards for Hazardous Air Pollutants ("NESHAPS") promulgated at 40 C.F.R. Part 61, Subpart FF ("Subpart FF" or "BWON"), pursuant to Section 112 of the CAA, 42 U.S.C. § 7412;

c. The NSPS and NESHAP general provisions promulgated at 40 C.F.R. Part 60, Subpart A, and 40 C.F.R. Part 61, Subpart A; and

d. Portions of the Title V permit for the Whiting Refinery that adopt, incorporate, or implement the provisions cited above;

WHEREAS, the United States, Indiana, the Plaintiff-Intervenors (*i.e.*, the Sierra Club, Save the Dunes, the Natural Resources Defense Council, the Hoosier Environmental Council, the Environmental Integrity Project, the Environmental Law & Policy Center, Susan Eleuterio, and Tom Tsourlis), and BPP are parties to a prior Consent Decree entered by this Court on November

6, 2012 ("2012 Consent Decree") in Case No. 2:12-cv-00207 [DE 10] for CAA violations at the Whiting Refinery;

WHEREAS, the First Amendment to the 2012 Consent Decree was filed with the Court on April 3, 2015 [DE 13], the Second Amendment to the 2012 Consent Decree was filed on June 8, 2020 [DE 59], the Third Amendment to the 2012 Consent Decree was filed on December 2, 2021 [DE 84], and the Fourth Amendment to the 2012 Consent Decree was filed on October 24, 2022 [DE 88];

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

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

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

WHEREAS, at present, the Whiting Refinery's primary waste stream that must be controlled in accordance with the BWON regulations, including complying with the no detectable emissions ("NDE") standard for applicable equipment, defined as less than 500 parts per million ("ppm") by volume of volatile organic compounds ("VOCs"), is the sewer associated with the wastewater treatment plant area located near Lake Michigan ("Lakefront WWTP");

WHEREAS, there are additional sewers that are required to be controlled in accordance with the BWON regulations, including compliance with the NDE standard for applicable equipment, at process units throughout the Whiting Refinery;

WHEREAS, on October 29, 2019, inspectors from EPA and IDEM inspected BPP's Lakefront WWTP and identified multiple violations of the BWON regulations' requirements,

including exceedances of the NDE standard, at the following equipment: the bar screen, junction boxes, conservation vents, the Tank 562 agitator, wastewater conveyance seals on covers, three dissolved nitrogen floatation tanks ("DNFs"), and manhole covers;

WHEREAS, BPP repaired all detectable emissions of 500 ppm or greater and other deficiencies identified by EPA during the October 29, 2019 inspection at each of its four DNFs, identified as Tank 310, Tank 320, Tank 330, and Tank 340, by installing new O-ring technology and implementing new sealing methods for online repairs;

WHEREAS, BPP made repairs to address all detectable emissions of 500 ppm or greater and other deficiencies identified by EPA during the October 29, 2019 inspection at its bar screen by using epoxy sealant, installing a new wiper seal, and upgrading seals on movable, rubber hatches. BPP will make permanent repairs as set forth below;

WHEREAS, BPP repaired all detectable emissions of 500 ppm or greater and other deficiencies identified by EPA during the October 29, 2019 inspection at manhole covers, agitators, and other equipment, including an underground source of emissions located next to a junction box;

WHEREAS, beginning in 2020, BPP hired a third party to audit and assess the Whiting Refinery's BWON and Subpart QQQ compliance at the Lakefront WWTP and process units and performed some of the corrective actions in response to the third party's findings and observations;

WHEREAS, BPP hired an additional third party to audit and assess the Whiting Refinery's BWON compliance at the process units not audited in the earlier audit;

WHEREAS, in response to the two third parties' findings, BPP commenced corrective actions to improve the Whiting Refinery's BWON compliance;

WHEREAS, BPP spent $103,000 to purchase and deploy an optical gas imaging camera ("OGI"), FLIR Model GFx320, to assist with the Whiting Refinery's BWON compliance, and to implement the requirements in this Consent Decree;

WHEREAS, in May 2021, BPP hired a different third party to conduct BWON and QQQ individual drain system ("IDS") inspections in addition to the routine inspections conducted by BPP personnel;

WHEREAS, on May 24, 2022, BPP completed a revalidation of its BWON waste stream inventory for the entire Whiting Refinery, excluding the final BWON-controlled IDSs, to identify and include any missing waste streams and verify that all existing streams and equipment comply with the BWON regulations' requirements;

WHEREAS, BPP completed an update of its End of Line ("EOL") Sampling Plan and submitted the update to EPA on August 31, 2022. EPA has reviewed and approved the EOL Sampling Plan;

WHEREAS, BPP submitted a waste stream inventory report to EPA on May 24, 2022. EPA reviewed the inventory and provided comments;

WHEREAS, BPP initiated an NDE Assessment according to the draft language of this Consent Decree. As of December 31, 2022, BPP completed an NDE Assessment for each piece of BWON Equipment and QQQ Equipment subject to an NDE standard in accordance with 40 C.F.R. § 61.356(d). The NDE Assessment will be evaluated in accordance with terms of this Consent Decree;

WHEREAS, EPA issued Findings of Violation notices on July 15, 2020 and December 31, 2021 relating to the Whiting Refinery's compliance with its Title V operating permit, various

provisions of the 2012 Consent Decree, and the BWON and QQQ requirements of the CAA and its implementing regulations;

WHEREAS, upon lodging of this Consent Decree, EPA shall issue a stipulated penalty demand of $8,576,000 for related BWON violations of the 2012 Consent Decree which BPP shall pay in accordance with the terms of the 2012 Consent Decree;

WHEREAS, because this Consent Decree incorporates all relevant BWON-related obligations and requirements of the 2012 Consent Decree, in addition to resolution of the matters described above and in the Complaint, the United States simultaneously lodged a Fifth Amendment to the 2012 Consent Decree with the Court that will terminate all BWON obligations under the 2012 Consent Decree applicable to the Whiting Refinery. That Fifth Amendment is not opposed by any of the parties to the 2012 Consent Decree. Subject to this Court's approval, that Fifth Amendment will become effective if and when the Court enters this Consent Decree;

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

WHEREAS, BPP does not admit any liability to the United States or Indiana arising out of the transactions or occurrences alleged in the Complaint or Findings of Violation;

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

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action and over the Parties pursuant to 28 U.S.C. §§ 1331, 1345, 1355, and 1367. In addition, this Court has jurisdiction over the subject matter of this action pursuant to Section 113(b) of the CAA, 42 U.S.C. § 7413(b). The United States' Complaint states a claim upon which relief may be granted for injunctive relief and civil penalties against BPP under the CAA. 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. Authority to bring this action for the People of the State of Indiana is vested in the Indiana Attorney General.

2. The Indiana Attorney General is the chief legal officer of the State of Indiana, having the powers and duties prescribed by the law, Ind. Code § 4-6-1-6. Under Ind. Code § 4-6-3-2, the Indiana Attorney General has charge of and directs the prosecution of all civil actions brought in the name of the State of Indiana or any state Agency. Pursuant to Ind. Code § 13-13-5-1, IDEM is charged with the administration and enforcement of the requirements for air pollution control for Indiana for all purposes of the CAA. Pursuant to Ind. Code § 13-13-5-2, IDEM may take any action necessary to secure for Indiana the benefits of the federal statutes described in Ind. Code § 13-13-5-1, which includes the CAA, as amended by the CAA Amendments of 1990.

3. Venue is proper in the Northern District of Indiana 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 BPP resides and is located in this judicial district, the violations alleged in the Complaint are alleged to have occurred in this judicial district, and BPP conducts business in this judicial district. BPP consents to venue in this jurisdiction.

4. BPP consents to the personal jurisdiction of this Court, waives any objections to venue in this District, and does not object to the participation of the State of Indiana in this action.

5. For purposes of this Consent Decree, or any action to enforce this Consent Decree, BPP consents to this Court's jurisdiction over this Consent Decree, over any action to enforce this Consent Decree, and over BPP.

6. For purposes of this Consent Decree, BPP does not contest that the Complaint states claims upon which relief may be granted.

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

II. APPLICABILITY AND BINDING EFFECT

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

9. BPP agrees not to contest the validity of this Consent Decree in any subsequent proceeding to implement or enforce its terms. BPP further agrees that, in any action to enforce this Consent Decree, it shall not raise as a defense 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.

10. From the Effective Date of this Consent Decree until termination pursuant to Section XIX (Termination), BPP agrees that the Whiting Refinery is covered by this Consent Decree. From the Effective Date of this Consent Decree until termination, BPP shall give written notice of this Consent Decree to any successors in interest to the Whiting Refinery prior to the transfer of ownership or operation of any portion of the refinery. At least 30 days prior to such

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

11. BPP shall condition any such transfer, in whole or in part, of ownership of, operation of, or other interest (exclusive of any non-controlling, non-operational shareholder or membership interest) in the Whiting Refinery upon the execution by the transferee of a modification to this Consent Decree that makes the terms and conditions of this Consent Decree applicable to the transferee.

12. By no earlier than 60 days after notice is provided pursuant to Paragraph 10, BPP may file a motion requesting that this Court modify this Consent Decree to make the terms and conditions of this Consent Decree applicable to the transferee. BPP shall be released from the obligations and liabilities of this Consent Decree unless the United States opposes the motion and the Court finds that the transferee does not have the financial and technical ability to assume the obligations and liabilities under this Consent Decree.

13. Any attempt to transfer ownership or operation of any portion of the Whiting Refinery without complying with this Section constitutes a violation of this Consent Decree.

14. Except as provided in Paragraphs 11 and 12, BPP shall be solely responsible for ensuring that performance of the work required under this Consent Decree is undertaken in accordance with the deadlines and requirements contained in this Consent Decree and its appendices. BPP shall provide a copy of the applicable provisions of this Consent Decree (or a link to the information on the internet) to all officers, employees, and agents whose duties might

reasonably include compliance with any provision of this Decree, including each consulting or contracting firm that is retained to perform work required under this Consent Decree, upon execution of any contract relating to such work. Copies of the applicable portions of this Consent Decree, or a link to the information on the internet, do not need to be supplied to firms retained solely to supply materials or equipment to satisfy the requirements of this Consent Decree.

III. DEFINITIONS

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

a. "Barscreen Mechanical Mechanism" shall mean the mechanical equipment that operates within a hatch that opens and closes as part of the existing barscreen.

b. "BWON Equipment" shall mean all equipment at the Whiting Refinery that is a potential source of air emissions, including point source and fugitive emissions, and is subject to BWON control standards, including, but not limited to, the following: valves, agitators, connectors, pumps, pressure relief devices, IDSs (including, but not limited to, junction boxes and manhole covers), bar screens, conservation vents, DNFs, oil-water separators, and tanks.

c. "BWON/QQQ Audit Commencement Date" or "Commencement of a BWON/QQQ Audit" shall mean the first day of the on-site inspection that accompanies a BWON/QQQ Audit.

d. "BWON/QQQ Audit Completion Date" or "Completion of a BWON/QQQ Audit" shall mean 120 calendar days after the BWON/QQQ Audit Commencement Date.

e. "Calendar Quarter" shall mean any one of the three-month periods ending on March 31st, June 30th, September 30th, and December 31st.

f. "Consent Decree" or "Decree" shall mean this Decree and all its appendices.

g. "Date of Entry" shall mean the date on which this Consent Decree is entered by the United States District Court for the Northern District of Indiana.

h. "Date of Lodging" shall mean the date this Consent Decree is lodged with the United States District Court for the Northern District of Indiana.

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

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

k. "Effective Date" shall mean the date that the Court approves entry of this Consent Decree.

l. "Inaccessible Equipment" shall have the same definition as set forth in 40 C.F.R. § 60.482-11a(f), except references to "connector" shall mean "BWON or QQQ valves or connectors." Insulated valve packing shall not be classified as Inaccessible Equipment. This definition shall also include BWON Equipment or QQQ Equipment within a Temporary Exclusion Zone.

m. "Lakefront BWON Equipment" shall mean all equipment located at the Lakefront WWTP that is a potential source of air emissions, including point source and fugitive emissions, and is subject to BWON control standards, including, but not limited to, the following: valves, agitators, connectors, pumps, pressure relief devices, IDSs (including, but not limited to, junction boxes and manhole covers), bar screens, conservation vents, DNFs, oil-water separators, and tanks.

n. "Low-Emissions Packing or Low-Emissions Injectable Packing" ("Low-E Packing") shall mean a valve packing product that meets the specifications set forth in Subparagraphs (i) or (ii) below. "Low-E Injectable Packing" is a type of Low-E Packing product that meets the specifications of Subparagraphs (i) or (ii) below that can be injected into a valve during a "drill-and-tap" repair of the valve as described in Subparagraph 40.b of the Consent Decree.

i. A valve packing product, independent of any specific valve, for which the manufacturer has issued a written warranty that the packing will not emit fugitive emissions at greater than 100 ppm, and that, if it does emit greater than 100 ppm at any time in the first five years after installation, the manufacturer will replace the product; provided, however, that no packing product shall qualify as Low-E Packing by reason of written warranty unless the packing was first tested by the manufacturer or a qualified testing firm pursuant to generally-accepted good engineering practices for testing fugitive emissions; 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.

o. "Low-Emissions Valve" or "Low-E Valve" shall mean either of the following:

i. A valve, including its specific packing assembly or stem sealing component, for which the manufacturer has issued a written warranty that it will not emit fugitive emissions greater than 100 ppm, and that, if it does emit fugitive emissions greater than 100 ppm at any time in the first five years after installation, the manufacturer will replace the valve; provided, however, that no valve shall qualify as a Low-E Valve by reason of written warranty unless the valve (including its specific packing assembly) either: (a) first was tested by the manufacturer or a qualified testing firm pursuant to generally accepted good engineering practices for testing fugitive emissions; or (b) is an "extension" of another valve that qualified as a Low-E Valve under this Subparagraph; or

ii. A valve, including its specific packing assembly, that either: (a) has been tested by the manufacturer or a qualified testing firm pursuant to generally accepted good engineering practices for testing fugitive emissions and that, during the test, at no time leaked at greater than

500 ppm, and on average, leaked at less than 100 ppm; or (b) is an extension of another valve that qualified as Low-E Valve under this Subparagraph. For purposes of this Subparagraph, being an "extension of another valve" means that the characteristics of the valve that affect sealing performance (e.g., type of valve, stem motion, tolerances, surface finishes, loading arrangement, and stem and body seal material, design, and construction) are the same or essentially equivalent as between the tested and the untested valve.

p. "Maintenance Shutdown" for purposes of Section H., below, shall mean a shutdown of a process unit that is done for the purpose of scheduled maintenance and lasts longer than 21 calendar days.

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

r. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral.

s. "QQQ Equipment" shall mean all IDSs and all oil-water separators that are subject to QQQ or that become subject to QQQ pursuant to the requirements of this Consent Decree.

t. "Routed" shall mean to direct a waste stream to its intended disposition except for any leaks, valve leak-by, maintenance waste, or sampling of the waste stream. However, any waste stream associated with leaks, valve leak-by, maintenance waste, and sampling of a waste stream shall be managed in accordance with BWON requirements.

u. "Screening Value" shall mean the highest emission level that is recorded at each piece of equipment monitored in accordance with Method 21.

v. "Temporary Exclusion Zone" shall mean an area of the refinery where access has been limited to essential personnel due to a temporary increased personnel or process safety risk such as during a unit startup or shutdown. BPP shall document the start date, end date, and the equipment impacted for each Temporary Exclusion Zone.

w. "Unsafe-to-Monitor" or "UTM Equipment" shall have the same definition as set forth in 40 C.F.R. § 60.482-11a(f), except references to "connector" shall mean "BWON or QQQ valves or connectors." Insulated valves shall not be classified as UTM Equipment unless they are UTM Equipment for another reason.

x. "Whiting Refinery" shall mean the refinery owned and operated by BPP located at 2815 Indianapolis Boulevard in Whiting, Indiana.

y. "2012 Consent Decree" shall mean the civil consent decree entered in *United States, et al. v. BP Products North America Inc.*, Civil No. 2:12 CV 207 (N.D. Ind.), on November 6, 2012 and as thereafter amended.

IV. CIVIL PENALTY

16. Within 30 days after the Effective Date, BPP shall pay a civil penalty of $31,424,000 as follows: BPP shall pay $25,139,200 as a civil penalty to the United States, and BPP shall pay $6,284,800 as a civil penalty to Indiana, as set forth below.

a. Payment to the United States. BPP shall pay the civil penalty due, together with any interest, to the United States by FedWire Electronic Funds Transfer ("EFT") to the DOJ account in accordance with instructions provided to BPP by the Financial Litigation Unit ("FLU") of the United States Attorney's Office for the Northern District of Indiana after the Effective Date.

The payment instructions provided by the FLU will include a Consolidated Debt Collection System ("CDCS") number, which BPP shall use to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions to:

Jessica Gonzalez, Esq.
Senior Counsel
BP America Inc.
30 S. Wacker Dr.
Chicago, IL 60606
Jessica.Gonzalez@bp.com

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

b. Payment to Indiana. BPP shall submit payment to Indiana by wire transfer or by certified check or checks or cashier's checks made payable to the "Environmental Management Special Fund" and referencing the name and address of the party making payment and the civil action number. BPP shall contact IDEM's counsel to arrange the wire transfer or send the check(s) to:

Indiana Department of Environmental Management
Cashier – MC 50-10C
100 North Senate Avenue
Indianapolis, IN 46204-2251.

c. At the time of payment, BPP shall send notice that payment has been made: (i) to EPA via email at cinwd_acctsreceivable@epa.gov or via regular mail at EPA Cincinnati Finance Office, 26 W. Martin Luther King Drive, Cincinnati, Ohio 45268; (ii) to EPA in accordance with Section XV (Notices); (iii) to DOJ via email in accordance with Section XV (Notices); and (iv) to Indiana in accordance with Section XV (Notices). Such notice shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in *United States, et*

al. v. BP Products North America Inc., and shall reference the civil action number, the CDCS Number, and DOJ case number: 90-5-2-1-09244/3.

17. BPP shall not deduct any penalties paid under this Decree pursuant to this Section or Section VIII (Stipulated Penalties) in calculating its federal income tax.

V. COMPLIANCE REQUIREMENTS

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

A. BWON Compliance

18. 6 BQ Compliance Option. BPP shall comply with the compliance option set forth at 40 C.F.R. § 61.342(e) known as the "6 BQ Option" or the "6 Mg Option" of BWON. BPP shall not change the compliance option applicable to the Whiting Refinery from the 6 BQ Option to the 2 Mg compliance option. Any other change in BPP's BWON compliance program not expressly prohibited by this Consent Decree must be completed in accordance with the BWON regulations.

19. BPP shall ensure that all waste management units at the Whiting Refinery handling organic benzene wastes containing 10 parts per million by weight ("ppmw") benzene or greater operate in compliance with all applicable BWON standards. Waste management units handling organic waste streams that contain less than 10 ppmw benzene shall either: (a) meet the applicable BWON control standards; or (b) have their uncontrolled benzene quantity count towards the 6 BQ compliance limit.

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

21. Beginning on the Effective Date, all IDSs that come within the definition of BWON Equipment at the Whiting Refinery shall be subject to QQQ and are set forth in Appendix D. IDSs added after the Effective Date that come within the definition of BWON Equipment shall then become subject to QQQ as well.

B. Facility Compliance Status

22. Facility-wide BWON and QQQ Program Document. Within 30 days after the Date of Entry, BPP shall develop a written facility-wide BWON and QQQ program document ("BWON and QQQ Program Document") for the Whiting Refinery that describes: (i) facility-wide BWON and QQQ programs and lists the applicability of BWON and QQQ regulations to each piece of BWON Equipment and QQQ Equipment at the Whiting Refinery as well as the monitoring frequencies, detectable emissions limits, repair requirements, and control requirements by equipment type; (ii) a tracking program, including management of change ("MOC"), that ensures that new pieces of equipment added to the Whiting Refinery for any reason are integrated into the BWON and QQQ programs, and that pieces of BWON Equipment and QQQ Equipment that are taken out of service are removed from the BWON or QQQ program; (iii) the roles and responsibilities of all employee and contractor personnel assigned to BWON and QQQ functions at the Whiting Refinery; (iv) identification of personnel, including contractors, dedicated to BWON and QQQ compliance at the Whiting Refinery and a demonstration that the number of personnel and their BWON/QQQ expertise is sufficient to satisfy the requirements of the BWON and QQQ and the requirements of this Consent Decree; (v) a UTM plan that requires monitoring of BWON Equipment and QQQ Equipment during safe-to-monitor times; (vi) a carbon canister monitoring plan; and (vii) BPP's plan to implement the BWON and QQQ requirements in this Consent Decree.

a. Management of Change. For each MOC process or analysis, BPP shall ensure that each piece of BWON Equipment or QQQ Equipment added or removed from the BWON and QQQ Program Document for any reason is evaluated to determine if it is or was subject to the BWON or QQQ regulations, and that such piece of BWON Equipment or QQQ Equipment is included or removed, as applicable, from the initial or on-going monitoring program and/or the annual TAB report.

b. BPP shall review its facility-wide BWON and QQQ Program Document on an annual basis and update it as needed by no later than December 31 of each year, beginning December 31, 2023.

C. Waste Stream Inventory

23. Annual Program. By no later than April 1, 2023, BPP shall continue to implement an annual program of reviewing process information for the Whiting Refinery, including, but not limited to, construction projects, to ensure that all new benzene waste streams are included in the Whiting Refinery's waste stream inventory and the annual TAB report required by the BWON regulations, and to ensure that all new waste management units are properly accounted for and managed in accordance with the BWON regulations. BPP shall identify and include each waste stream and whether it will be controlled for benzene emissions.

24. Benzene Releases. At least once per calendar year, BPP shall review all releases at the Whiting Refinery to determine if benzene waste was generated. BPP shall account for all benzene wastes generated through such releases in its annual TAB calculation and report. All benzene wastes generated through such releases that are not managed solely in controlled waste management units shall count toward the 6 Mg compliance limit.

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

D. Initial Monitoring Requirements

26. By no later than the Effective Date, BPP shall initiate the following monitoring of BWON Equipment and QQQ Equipment and conduct the monitoring for a period of no less than 12 consecutive months. Vacuum trucks and mobile waste containers are exempt from Subparagraphs 26.a through 26.g. BPP shall properly characterize Unsafe-to-Monitor ("UTM"), Difficult-to-Monitor ("DTM"), and inaccessible equipment in accordance with the terms of this Decree.

a. Monthly Method 21 Monitoring. BPP shall conduct monthly monitoring, in accordance with 40 C.F.R. Part 60, Appendix A-7, Method 21 ("Method 21"), of BWON Equipment and QQQ Equipment (excluding Tanks 5050, 5051, 5052, and any other floating roof tanks) using a Flame Ionization Detector ("FID") attached to a datalogger, or equivalent equipment, which directly electronically records the Screening Value detected, the date and time that each Screening Value is taken, and the identification numbers of the monitoring equipment and technician. Notwithstanding the foregoing, BPP may use paper logs where necessary (e.g., small rounds, re-monitoring, or when data loggers are not available). Any manual recorded monitoring data shall be transferred to the electronic database within seven days of monitoring.

i. BPP is not required to monitor Inaccessible Equipment pursuant to Subparagraph 26.a unless otherwise required by other federal, state, or local standards;

ii. BPP is not required to monitor UTM Equipment pursuant to Subparagraph 26.a unless the equipment becomes safe to monitor in accordance with the UTM plan;

iii. Notwithstanding the monthly requirements in Subparagraph 26.a, BPP is required to conduct annual Method 21 monitoring of NDE Equipment, as required by 40 C.F.R. §§ 61.343–61.347, for DTM Equipment;

iv. BPP is not required to monitor connectors monthly. BPP is required to monitor connectors quarterly; and

v. BPP shall repair each source of detectable emissions in accordance with the requirements of Section K (Detectable Emission Repairs).

b. Monthly OGI Monitoring. BPP shall conduct monthly OGI monitoring of BWON Equipment and QQQ Equipment (including Tanks 5050, 5051, 5052, and any other floating roof tanks) and save a recording of each OGI-imaged emission observation.

i. BPP shall contemporaneously document any OGI-imaged emission observation;

ii. For internal floating roof tanks, BPP shall conduct OGI monitoring of the breather vents on the side of the tank and all deck fittings on the fixed roof of the tank;

iii. For each OGI-imaged emission observation, except for floating roof tanks and UTM Equipment, DTM Equipment, or Inaccessible Equipment, BPP shall conduct Method 21 monitoring within one

day of the OGI-imaged emission observation to confirm whether the observation is a source of detectable emissions; and

iv. BPP shall repair each OGI-imaged emission observation in accordance with the requirements of Section K (Detectable Emission Repairs).

c. Weekly and Monthly Walkthrough Inspections. BPP shall conduct weekly walkthrough inspections of Lakefront BWON Equipment and monthly walkthrough inspections of all other BWON Equipment and QQQ Equipment (excluding internal floating roof tanks) to monitor for audio observations, olfactory observations, and visual observations, such as cracking in caulk or epoxy or liquid material visible on any interface where any detectable emissions could occur.

i. BPP shall contemporaneously document each walkthrough inspection observation;

ii. For each documented walkthrough inspection observation, except for floating roof tanks, UTM Equipment, DTM Equipment, or Inaccessible Equipment, BPP shall conduct Method 21 monitoring within one day of the walkthrough to confirm whether the observation is a source of detectable emissions; and

iii. BPP shall repair each walkthrough inspection observation in accordance with the requirements of Section K (Detectable Emission Repairs).

iv. BPP shall visually observe the flow indicators on all conservation vents on process sewers on a weekly basis.

d. For equipment that is out of service or within a Temporary Exclusion Zone, the weekly walkthrough requirements do not apply for the partial week preceding the out of service or Temporary Exclusion Zone date. The monthly walkthrough, Method 21, and OGI requirements do not apply for the partial month preceding the out of service or Temporary Exclusion Zone date.

e. For equipment that returns to service or returns from a Temporary Exclusion Zone, weekly walkthrough inspections are required starting the first full week following the return date. The monthly walkthrough, Method 21, and OGI inspections are required starting the first full calendar month following the return date.

f. Method 21, OGI, and walkthrough inspections may be completed independently or concurrently. Each inspection type must be documented.

g. Monitoring for all Lakefront BWON Equipment shall be conducted in accordance with this Paragraph 26 (Initial Monitoring Requirements) until each of the streams identified in Subparagraph 49.a are Routed to either a benzene stripper or a sour water stripper.

h. By no later than three months before the conclusion of the initial monitoring period, BPP shall submit a Mobile Container Monitoring Plan that shall propose enhanced monitoring for vacuum trucks and mobile waste containers. The Mobile Container Monitoring Plan shall be subject to EPA review and approval. BPP shall comply with and commence monitoring under the Mobile Container Monitoring Plan by no later than the first full Calendar Quarter following submittal of the plan to EPA, regardless of whether the plan has been approved at that time.

E. <u>Ongoing Monitoring Requirements</u>

27. Upon completion of the 12-month initial monitoring period required in Paragraph 26, BPP shall perform the following monitoring of BWON Equipment and QQQ Equipment, and

conduct repairs as required, until termination of this Consent Decree. Vacuum trucks and mobile waste containers are exempt from this Section and shall comply with the Mobile Container Monitoring Plan.

a. Quarterly Method 21 Monitoring. BPP shall conduct quarterly Method 21 monitoring of BWON Equipment and QQQ Equipment (excluding Tanks 5050, 5051, 5052, and any other floating roof tanks) using an FID attached to a datalogger, or equivalent equipment, which directly electronically records the Screening Value detected, the date and time that each Screening Value is taken, and the identification numbers of the monitoring equipment and technician. Notwithstanding the foregoing, BPP may use paper logs where necessary (e.g., small rounds, re-monitoring, or when data loggers are not available). Any manual recorded monitoring data shall be transferred to the electronic database within seven days of monitoring.

i. BPP is not required to monitor Inaccessible Equipment pursuant to Subparagraph 27.a unless otherwise required by other federal, state, or local standards.

ii. BPP is not required to monitor UTM Equipment pursuant to Subparagraph 27.a unless the equipment becomes safe to monitor in accordance with the UTM plan.

iii. Notwithstanding the requirements in Subparagraph 27.a, BPP is required to conduct annual Method 21 monitoring of NDE Equipment, as required by 40 C.F.R. §§ 61.343–61.347, for DTM Equipment.

iv. BPP is not required to monitor connectors quarterly. BPP is required to monitor connectors annually.

v. BPP shall repair each source of detectable emissions in accordance with the requirements of Section K (Detectable Emission Repairs).

b. Quarterly OGI Monitoring. BPP shall conduct quarterly OGI monitoring of BWON Equipment and QQQ Equipment (including Tanks 5050, 5051, 5052, and any other floating roof tank) and save a recording of each OGI-imaged emission observation.

i. For each OGI-imaged emission observation, except for tanks and UTM Equipment, DTM Equipment, or Inaccessible Equipment, BPP shall conduct Method 21 monitoring within one day of the OGI-imaged emission observation to confirm whether the observation is a source of detectable emissions; and

ii. BPP shall repair each OGI-imaged emission observation in accordance with the requirements of Section K (Detectable Emission Repairs).

c. BPP shall conduct the monitoring required in Subparagraphs 27.a and 27.b such that quarterly Method 21 and quarterly OGI monitoring events in each process unit do not occur within the same calendar month and there is a period of at least three weeks between each monitoring event.

d. Quarterly Walkthrough Inspections. During the calendar month that BPP is not conducting either a quarterly Method 21 monitoring event or a quarterly OGI monitoring event, BPP shall conduct a walkthrough inspection of all BWON Equipment and QQQ Equipment (excluding internal floating roof tanks) to monitor audio observations, olfactory observations, and visual observations, such as cracking in caulk or epoxy or visible liquid material on any interface where any detectable emissions could occur.

i. BPP shall contemporaneously document any walkthrough inspection observation;

ii. For each walkthrough inspection observation, except floating roof tanks, UTM Equipment, DTM Equipment, or Inaccessible Equipment, BPP shall conduct Method 21 monitoring within one day of the walkthrough;

iii. BPP shall repair each walkthrough inspection observation in accordance with the requirements of Section K (Detectable Emission Repairs); and

iv. BPP shall visually observe the flow indicators on all conservation vents on process sewers on a weekly basis.

28. Equipment Out of Service. For equipment that is out of service or within a Temporary Exclusion Zone, if the out of service or Temporary Exclusion Zone date occurs in the first calendar month of the quarter, the walkthrough, Method 21, and OGI requirements do not apply for the partial quarter preceding the out of service or Temporary Exclusion date. If the out of service or Temporary Exclusion Zone date occurs in the second calendar month within the quarter, either a walkthrough, Method 21, or OGI inspection is required for the partial quarter preceding the out of service or Temporary Exclusion Zone date. If the out of service or Temporary Exclusion Zone date occurs in the third calendar month within the quarter, two of the three inspections (walkthrough, Method 21, and OGI) are required for the partial quarter preceding the out of service or Temporary Exclusion Zone date.

29. Equipment Returning to Service. For equipment that returns to service or returns from a Temporary Exclusion Zone, if two full calendar months remain in the current quarter

following the return date, both Method 21 and OGI inspections are required for the remainder of the calendar quarter, and the walkthrough inspection is not required. If one full calendar month or greater remains in the quarter following the return date, a Method 21 inspection is required for the remainder of the quarter. If a Method 21 inspection was already completed in the calendar quarter, BPP shall conduct OGI monitoring. If less than two weeks remain in the calendar quarter, the walkthrough inspection, Method 21, and OGI inspections are not required for the remainder of the calendar quarter. If greater than two weeks remain in the calendar quarter, but less than one full calendar month remains, BPP shall complete a walkthrough inspection.

30. Junction Box Monitoring. In addition to the monitoring required in Paragraphs 27–29 above, by no later than the Effective Date, BPP shall commence quarterly monitoring in the vicinity of each junction box covered under the BWON Equipment and QQQ Equipment definitions until termination of the Consent Decree, as set forth below:

a. BPP shall conduct surface monitoring (*i.e.*, within one inch of the surface) on each junction box and around (*i.e.*, out to a three-foot radius in each direction in one-foot concentric arcs, or in one-foot concentric circles) each junction box using Method 21;

b. For junction boxes surrounded by concrete, if BPP detects a concentration of 100 ppm or above, BPP shall execute a repair in accordance with Section K (Detectable Emission Repairs);

c. For junction boxes not surrounded by concrete, if BPP detects a concentration of 100 ppm or above, BPP shall initiate excavation next to the junction box within 20 days to identify any source of detectable emissions of 500 ppm or above occurring near or from the junction box itself. BPP shall identify the source(s) of detectable emissions as expeditiously as practicable, but no later than 45 days from the initial 100 ppm detection. Except as specified in

Paragraph 40 (Delay of Repair), if identification of the source(s) is not completed or is not expected to be completed within 45 days of initial detection, BPP shall submit to EPA a Junction Box Excavation Corrective Action Plan ("Excavation CAP") that explains the reasons for the delay, together with a proposed schedule for the completion of the identification of source(s) as expeditiously as practicable. If BPP anticipates its schedule will extend more than 90 days from the date of initial detection, it shall seek approval of its schedule from EPA; and

d. If detectable emissions of 500 ppm or above are detected on or around the junction box, BPP shall make repairs in accordance with Section K (Detectable Emission Repairs).

F. New BWON Equipment and QQQ Equipment Monitoring

31. By no later than 30 days following the installation of any new BWON Equipment or QQQ Equipment at the Whiting Refinery, BPP shall include the newly installed equipment in the monitoring program as set forth in either Paragraph 26 (Initial Monitoring) or Paragraphs 27–30 (Ongoing Monitoring), as applicable.

G. BWON and QQQ NDE Engineering Assessment

32. BPP shall complete an NDE Engineering Assessment for each new piece of BWON Equipment and QQQ Equipment subject to an NDE standard in accordance with 40 C.F.R. § 61.356(d) as follows:

a. The NDE Engineering Assessment shall evaluate the following elements of each piece of BWON Equipment and QQQ Equipment:

i. The engineering design basis for the equipment and its associated controls, including an assessment of the specific components of each piece of equipment;

ii. The operational design specifications of the equipment;

iii. Existing and newly developed repair methodologies to be used in maintaining the engineering and the operational design of each piece of equipment; and

iv. Preventative maintenance necessary to maintain the NDE status of equipment and its associated controls, including frequency of monitoring and measures to be implemented.

b. BPP may retain a qualified third-party firm, use BPP personnel, or use both to conduct the required NDE Engineering Assessment.

c. By no later than three months following completion of each NDE Engineering Assessment, BPP shall do the following:

i. For each piece of BWON Equipment and QQQ Equipment that meets NDE, BPP shall finalize and maintain an engineering document that includes the NDE Engineering Assessment; or

ii. For each piece of BWON Equipment and QQQ Equipment that does not meet NDE based on either design or actual performance, BPP shall redesign and modify each piece of BWON Equipment and QQQ Equipment and establish and maintain another engineering document detailing the modified design; and

iii. For each piece of BWON Equipment and QQQ Equipment that is modified to meet the NDE requirements utilizing temporary controls, BPP shall develop a corrective action plan, including a timeline, to upgrade the temporary controls to permanent controls.

d. The NDE Engineering Assessment will exclude the Lakefront Barscreen Mechanical Mechanism. BPP shall replace the existing Lakefront Barscreen Mechanical Mechanism with a new mechanical screening and solids removal mechanism by no later than December 31, 2025.

i. An NDE Engineering Assessment of the new mechanical screening and solids removal mechanism must be completed prior to it becoming operational.

ii. The new mechanical screening and solids removal mechanism will be designed to remain closed during routine solids removal operations.

iii. The existing Lakefront Barscreen Mechanical Mechanism shall be decommissioned following startup of the new mechanical screening and solids removal mechanism. BPP shall complete an NDE Engineering Assessment of the new cover replacing the existing Lakefront Barscreen Mechanical Mechanism section of the barscreen within 90 days of decommissioning.

e. Deadlines. For each piece of BWON Equipment and QQQ Equipment operational as of the Date of Lodging, BPP shall submit to EPA for review all engineering documents resulting from the NDE Engineering Assessment as set forth in Subparagraph 32.c, including the corrective action plan in Subparagraph 32.c.iii, by no later than April 1, 2023. Future NDE Engineering Assessments for each piece of BWON Equipment and QQQ Equipment that becomes operational after the Date of Entry shall be submitted by BPP in accordance with the deadlines set forth in Subparagraph 32.c. The engineering documents and the corrective action

plans shall be approved and certified by both a senior engineer and the BPP HSSE Manager at the Whiting Refinery.

f. EPA may provide comments to BPP on the engineering documents.

g. BPP shall address any comments provided by EPA by no later than 90 days of receipt of EPA's comments.

h. BPP shall maintain and post on its intranet all engineering documents for each piece of BWON Equipment and QQQ Equipment.

33. BPP shall not operate any new piece of BWON Equipment or QQQ Equipment that is subject to an NDE standard before completion of an NDE Engineering Assessment.

H. BWON Low-Emissions Usage

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

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

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

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

d. For equipment other than valves, beginning on April 1, 2024, BPP shall annually review its existing NDE Engineering Assessments and engineering documents and determine whether improved and commercially available low-leak repair methods or repair technologies are suitable for use to reduce the occurrence of detectable emissions above NDE.

I. BWON NDE Applicability to QQQ Equipment

35. BPP agrees that the NDE engineering design documentation standard set forth in 40 C.F.R. § 61.356(d) shall be applicable to QQQ Equipment with an NDE standard for the duration of the Consent Decree.

J. Root Cause Analysis

36. By no later than 90 days of the Effective Date and continuing until termination, BPP shall conduct a root cause analysis for every piece of BWON Equipment or QQQ Equipment where detectable emissions above an NDE standard have occurred twice since the Effective Date. However, BPP need not perform a root cause analysis if BPP finds one occurrence of detectable emissions above NDE on two separate emission interface types on the same piece of BWON Equipment or QQQ Equipment. BPP must commence each root cause analysis by no later than 10 days after the second occurrence of detectable emissions above the NDE standard. Nothing in

this paragraph amends BPP's obligation to complete repair attempts as required in Paragraph 37 of this Consent Decree.

a. For each root cause analysis, BPP must evaluate the relevant engineering document(s) developed and approved pursuant to Paragraph 32;

b. BPP shall identify the root cause(s) and corrective actions ("Root Cause Analysis CAP") to prevent detectable emissions above NDE from recurring and to prevent the reoccurrence of the same type of detectable emissions, as expeditiously as practicable, but no later than 45 days after the second occurrence of detectable emissions above the NDE standard;

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

d. A dispute arising with respect to any aspect of an NDE CAP shall be resolved in accordance with the dispute resolution provisions of this Consent Decree.

e. Within 45 days of completing the root-cause analysis identified above, BPP must update and post to its intranet the relevant engineering document(s) with any corrective action(s) taken to prevent the reoccurrence of the same type of detectable emissions.

K. Detectable Emission Repairs

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

a. BPP shall perform a repair in the following situations:

i. A Method 21 reading exceeding one of the following thresholds:

a. NDE equipment: 500 ppm above background;

b. Junction boxes surrounded by concrete: 100 ppm above background;

c. Non-NDE valves, conservation vents, and all other non-NDE equipment: 500 ppm above background; and

d. Non-NDE pumps: 2,000 ppm above background.

ii. An OGI-imaged emission observation; or

iii. A walkthrough inspection observation.

38. First Attempt at Repair. BPP shall make a first repair attempt at fixed roof tanks within 15 days of either a detectable emission that exceeds the thresholds in Subparagraph 37.a, an OGI-imaged emission observation, or a walkthrough inspection observation. BPP shall make a first repair attempt at all other BWON Equipment and QQQ Equipment (except for floating roof tanks) within five days of either a detectable emission that exceeds the thresholds in Subparagraph 37.a, an OGI-imaged emission observation, or a walkthrough inspection observation.

a. If BPP determines that a first attempt at repair will cause damage to the BWON Equipment or the QQQ Equipment and is therefore unable to make a first attempt at repair, BPP shall document this determination as follows:

i. BPP shall document why a repair cannot be completed and the harm that will be caused by using any repair technique;

ii. BPP shall require concurrence in this determination by BPP's Environmental Manager located at the Whiting Refinery.

b. For floating roof tanks, if an OGI-imaged emissions observation indicates emissions from floating roof tanks, seals, fittings, or welds, BPP shall inspect and, if necessary, repair an OGI-imaged emission observation within 45 days of the OGI-imaged observation of emissions unless a federal, state, or local regulation requires the repair to be completed sooner.

39. Completion of Repair. BPP shall complete a repair of fixed roof tanks within 30 days of either a detectable emission that exceeds the thresholds in Subparagraph 37.a, an OGI-imaged emission observation, or a walkthrough inspection observation. BPP shall complete a repair of all other BWON Equipment and QQQ Equipment within 15 days of either a detectable emission that exceeds the thresholds in Subparagraph 37.a, an OGI-imaged emission observation, or a walkthrough inspection observation. Repairs of floating roof tanks shall be completed as set forth in Subparagraph 38.b above.

a. For each repair, BPP shall conduct Method 21 verification monitoring by the repair deadline; and

b. Repairs at junction boxes requiring excavation shall be completed within 30 days of discovery of the leak source.

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

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

b. BPP shall use drill-and-tap for the gasketed roof seal on DNFs and valves that are not able to be repaired using other repair attempts before placing such components on DOR pursuant to 40 C.F.R. § 61.350; and

c. BPP may place only one DNF on DOR at a time. A DNF placed on DOR shall be on DOR for a period of not more than 30 days. BPP shall document the decision to place a DNF on DOR and, at a minimum, BPP must use existing repair methods that include bolt tightening, drill-and-tap, and/or caulk repairs, as appropriate.

d. BPP's HSSE Manager located at the Whiting Refinery must approve the placement of any piece of BWON Equipment or QQQ Equipment on DOR before it is so designated.

e. During the DOR period, BPP shall monitor components monthly using Method 21 until the repair is completed, and then continue monitoring in accordance with Paragraph 26 (Initial Monitoring) or Paragraphs 27–29 (Ongoing Monitoring), as applicable.

f. BPP shall estimate benzene emissions during the DOR period in accordance with Paragraph 71.

L. Carbon Canister Monitoring

41. Carbon Canisters. At all locations within the Whiting Refinery where carbon canisters are currently installed and used as the control device for complying with BWON, BPP shall continue to comply with the following:

a. Dual Carbon Canisters/Beds.

i. BPP shall continue to install primary and secondary carbon canisters and operate them in series ("dual-canister"). BPP may comply with the requirements for dual-canisters required under this Subparagraph by using a single canister with a "dual carbon bed" if the dual carbon bed configuration allows for breakthrough monitoring between the primary and secondary beds in accordance with this Subparagraph.

ii. Breakthrough Monitoring. BPP shall conduct breakthrough monitoring between the primary and secondary carbon canisters or beds when there is actual flow to the carbon canister. Such monitoring shall be conducted in accordance with the frequency specified in 40 C.F.R. § 61.354(d) using the applicable breakthrough definition specified in Subparagraph 41.a.iii as the design basis. If a carbon canister or bed becomes unsafe to monitor because it is located within a Temporary Exclusion Zone, BPP shall monitor the canister or bed as soon as is practicable after the exclusion zone is no longer in effect, but in no case later than the frequency specified in 40 C.F.R. § 61.354(d) at the outlet of the secondary carbon canister or bed, or within three days of the end of the exclusion period, whichever is sooner.

iii. Breakthrough Definition. BPP may use either 50 ppmv VOC monitored using an FID, or 1 ppmv benzene monitored using a benzene-select photo-ionization detector, as the design value for the

primary carbon canister or bed. BPP may alternatively use 50 ppmv VOC using a photo-ionization detector as the design value for the primary carbon canister or bed where an FID is unable to sustain a flame. BPP shall immediately replace the primary carbon canister or bed when the design value for the primary canister or bed is exceeded (as monitored between the primary and secondary carbon canister or carbon bed). Unless both the primary and secondary carbon canisters or beds are replaced with fresh ones, the original secondary carbon canister or bed shall become the new primary carbon canister or bed and a fresh secondary carbon canister or bed shall be installed. In all cases, any carbon canister or bed used as the primary unit shall have sufficient capacity to meet the breakthrough definition of this Subparagraph. For purposes of this Subparagraph 41.a, "immediately" means no later than 24 hours from breakthrough.

iv. BPP shall maintain a sufficient supply of fresh carbon canisters and carbon beds at the Whiting Refinery at all times.

v. For any new waste management unit(s) or refinery process unit(s) at the Whiting Refinery where carbon canisters will be installed and used as the control device for BWON compliance, BPP shall comply with the dual-canister option except as provided in Subparagraph 41.b.

b. Alternative Control/Treatment Devices. Nothing in this Paragraph is intended to preclude BPP from electing to use other control devices at the Whiting Refinery to comply with the BWON regulations, instead of or in addition to carbon canisters/carbon adsorption, provided that the other control technology meets all applicable control and/or treatment requirements under the BWON regulations and the compliance monitoring point is unaffected by the use of such other control devices.

M. VOC Connector Monitoring and Repair

42. Initial VOC Connector Monitoring. By no later than 24 months of the Effective Date, BPP shall use Method 21 to monitor all accessible light liquid and gas vapor connectors in the NSPS GGGa process units listed in Appendix B for leaks.

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

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

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

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

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

i. Obtain approval from the Refinery Manager, an operations manager, or an area superintendent located at the Whiting Refinery to place the connector on DOR;

ii. Place the connector on DOR; and

iii. Complete the final repair as soon as possible, but by no later than the next process unit shutdown.

46. Ongoing VOC Connector Monitoring. Following the initial connector monitoring required by Paragraph 42, BPP shall use Method 21 to monitor all accessible connectors in the NSPS GGGa process units listed in Appendix B for leaks every two years until termination of the Consent Decree. The monitoring shall be conducted in accordance with the requirements of Paragraphs 43 and 44.

N. Hazardous Air Pollutant Monitoring System ("HMS")

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

O. Benzene Emission Reduction Activities and Capital Projects

48. Interim Capital Projects.

a. Sour Water Benzene Strippers. By no later than December 31, 2024, BPP shall Route the Pipestill D119 sour water stream to the Sulfur Recovery Complex sour water strippers ("Sour Water Benzene Strippers") except during maintenance downtime at a Sour Water Benzene Stripper. During maintenance downtime, BPP shall ensure that the D119 stream is managed in accordance with the BWON regulations' requirements.

b. Effluent from the Sour Water Benzene Strippers shall meet a flow-weighted average benzene concentration of no more than 2.0 ppmw on a weekly average for the initial three months of operation, and thereafter on a 12-month rolling average.

c. BPP shall record and report the flow-weighted average benzene concentrations required by Subparagraph 48.b as part of the semi-annual reports required by this Consent Decree.

d. BPP shall Route the Pipestill D119 sour water stream to the Sour Water Benzene Strippers until such time as the permanent benzene strippers required by Paragraph 49 are installed and BPP Routes the Pipestill D119 sour water stream for control to either the permanent benzene strippers or the Sour Water Benzene Strippers.

e. Brine Treatment Pilot Study. The following streams shall be Routed and controlled by gas stripping or a flash drum by no later than November 30, 2023: 11A Pipestill desalter brine, 11C Pipestill desalter brine, and 12 Pipestill desalter brine. Brine sampling streams associated with this equipment are exempt from this requirement.

f. By no later than March 31, 2023, BPP shall complete a pilot program that evaluates the two brine treatment options ("Treatment Options") described in this Subparagraph to reduce benzene loading from the brine streams described in Subparagraph 48.e as measured against a treated effluent with a flow-weighted average benzene concentration of no more than 8.0 ppmw on a 12-month rolling average: (i) installation of temporary benzene stripper(s); and (ii) operating the installed benzene stripper as a flash drum venting to a portable thermal oxidizer(s) ("Pilot Study"). BPP may use a third party to conduct the Pilot Study.

g. By no later than April 30, 2023, BPP shall submit a report for EPA review that summarizes the results of the Pilot Study ("Pilot Study Report"). The Pilot Study Report shall include the following:

i. An evaluation of both Treatment Options;

ii. An engineering analysis, with supporting data, demonstrating the anticipated reduction of flow-weighted average benzene concentrations in each controlled wastewater stream associated with each Treatment Option; and

iii. BPP's proposed Selected Treatment Option.

h. In the Pilot Study Report, BPP shall select the Treatment Option that results in the greatest reduction of benzene loading in the controlled wastewater ("Selected Treatment Option").

i. By no later than July 31, 2023, BPP shall submit a report relating to the Selected Treatment Option ("Selected Treatment Option Engineering Report") for EPA's review. The Selected Treatment Option Engineering Report shall include the following:

i. A pre-startup engineering design evaluation for the Selected Treatment Option that sets forth the parametric monitoring values to be recorded and maintained as set forth in Subparagraph 48.l.i;

ii. Operating parameters for the benzene concentrations in the wastewater outlet for the Selected Treatment Option, including an alternative concentration limit if the pilot demonstrates that 8.0 ppmw is not reasonably achievable; and

iii. Minimum uptime requirements based on maintenance downtime projections for the Selected Treatment Option.

j. By no later than November 30, 2023, BPP shall install the Selected Treatment Option demonstrated to show the greatest reduction of benzene loading in the controlled

wastewater and designed to operate in compliance with BPP's proposed operating requirements ("Installed Treatment Option").

k. The following benzene removal standards shall apply to the Installed Treatment Option:

i. Each waste stream must have an effluent with a flow-weighted average benzene concentration of no more than 8.0 ppmw, or the alternate limit established in Subparagraph 48.i.ii, on a weekly average for the initial three months of operation, and thereafter on a 12-month rolling average;

ii. Off-gas from the Installed Treatment Option must be continuously Routed to the wet gas system, fuel gas system, flare header, or a portable thermal oxidizer(s) that reduces vent stream emissions by at least 98%; and

iii. Each waste stream must meet the minimum uptime limits established in Subparagraph 48.i.iii.

l. If temporary benzene strippers are the Installed Treatment Option, BPP shall continuously monitor the operating parameters established pursuant to this Subparagraph in accordance with 40 C.F.R. § 61.354(a)(2) on an hourly basis.

i. BPP shall assign limits to the each of the following parameters in the Selected Treatment Option Report and they shall be continuously recorded and maintained at the required levels:

a. Minimum gas feed rate;

b. Maximum stripper feed flow rate; and

c. If a thermal oxidizer is installed, the minimum combustion temperature.

m. If a flash drum is the Installed Treatment Option, BPP shall continuously monitor the operating parameters established pursuant to this Subparagraph in accordance with 40 C.F.R. § 61.354(a)(2) on an hourly basis.

i. BPP shall assign limits to the each of the following parameters in the Selected Treatment Option Report, and they shall be continuously recorded and maintained at the required levels:

a. Maximum Selected Treatment Option feed flow rate; and

b. If a thermal oxidizer is installed, the minimum combustion temperature.

n. BPP shall inform EPA of any parametric monitoring value changes in the semi-annual reports required by this Consent Decree.

o. BPP must operate the Installed Treatment Option in accordance with the proposed parameters until the permanent benzene strippers required by Paragraph 49 are installed and BPP Routes the wastewater streams to the permanent benzene strippers.

p. If after installation and operation of the selected Installed Treatment Option EPA determines the Installed Treatment Option either: (a) cannot maintain compliance with Subparagraph 48.k.i; or (b) the wastewater streams from the units set forth in Subparagraph 48.e are not being Routed for control to the Installed Treatment Option, BPP shall continue to run the Installed Treatment Option. Stipulated Penalties shall accrue in accordance with Section VIII (Stipulated Penalties).

q. Disputes concerning the Selected Treatment Option or the Installed Treatment Option shall be resolved under Section XI (Dispute Resolution).

49. Permanent Capital Project.

a. The following streams shall be Routed and controlled by gas stripping and other equipment by no later than October 31, 2026:

i. 11A Pipestill desalter brine, 11C Pipestill desalter brine, 12 Pipestill desalter brine, and any future desalter brine streams. Brine sampling streams associated with these process units are exempt from this requirement; and

ii. 11 Pipestill D-119 sour water.

b. The streams in Subparagraph 49.a.i shall be Routed to one or more permanent benzene strippers. The stream in Subparagraph 49.a.ii shall be Routed to either a permanent benzene stripper or the Sour Water Benzene Strippers. Collectively, the chosen configuration of permanent benzene strippers and the Sour Water Benzene Strippers (if applicable) shall be referred to as the "Benzene Control System." The following benzene removal standards shall apply:

i. When being produced, each waste stream in Subparagraph 49.a.i and Subparagraph 49.a.ii must be Routed to the Benzene Control System at all times except for downtime not to exceed 88 hours calculated on a 365-day rolling average.

ii. BPP is not required to Route each waste stream in Subparagraph 49.a to the Benzene Control System during periods of required

maintenance of the Benzene Control System not to exceed 720 hours during any 60-month rolling period of operation.

iii. BPP shall monitor and record effluent from the Benzene Control System by no later than October 31, 2026.

iv. Each permanent benzene stripper must produce effluent with a flow-weighted average benzene concentration of no more than 2.0 ppmw on a weekly average for the initial three months of operation, and thereafter on a 12-month rolling average.

v. BPP shall ensure off-gas from each permanent benzene stripper is continuously Routed to the wet gas system or flare header.

vi. The Benzene Control System shall be continuously monitored in accordance with 40 C.F.R. § 61.354(a)(2) on an hourly basis. Each of the following parameters shall be continuously recorded and maintained at the required levels:

a. Minimum gas feed rate;

b. Maximum stripper feed flow rate; and

c. Minimum and maximum stripper feed temperature.

vii. By no later than August 31, 2026, BP shall submit a pre-startup engineering design evaluation for the Benzene Control System that sets the parametric monitoring values to be recorded and maintained as set forth in Subparagraph 49.b.vi.

viii. BPP shall inform EPA of any parametric monitoring value changes in the semi-annual reports required by this Consent Decree.

P. BWON Equipment and QQQ Equipment: Sewer System Evaluation

50. BPP shall perform the following sewer system evaluation for all BWON Equipment and QQQ Equipment:

a. By no later than April 1, 2023, BPP shall complete a review and inventory of its current compliance strategy for all IDS components, including, but not limited to, drains, cleanouts, and junction boxes.

b. By no later than June 1, 2023, BPP shall either permanently correct any deficient IDS components or submit to EPA a schedule for permanent corrections in a CAP.

c. Except as specified in Paragraph 40, BPP shall implement the necessary corrective actions as expeditiously as practicable, but no later than 45 days after identification of the root cause(s). If any corrective action is not completed or is not expected to be completed within 45 days from identifying the root cause(s), BPP shall submit to EPA a Sewer System Corrective Action Plan ("Sewer System CAP") that explains the reasons, together with a proposed schedule for completion of the action(s) as expeditiously as practicable. If BPP anticipates its schedule will extend more than 90 days from identification of the root cause(s), BPP shall seek approval of its schedule from EPA in writing.

d. A dispute arising with respect to any aspect of the Sewer System CAP shall be resolved in accordance with the dispute resolution provisions of this Consent Decree.

e. By no later than August 1, 2023, BPP shall identify any feasible upgrades for non-deficient IDS components, including components with temporary controls, and develop a schedule for implementation of the upgrades which must be implemented by no later than October 31, 2024.

f. BPP shall include the identified IDS component deficiencies, non-deficient IDS component upgrades, and the schedule for each in the semi-annual reports required by this Consent Decree.

Q. Training

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

a. BPP shall ensure that all staff and contractors conducting visual inspections of BWON Equipment or QQQ Equipment receive semi-annual training.

i. At least one semi-annual training each year must include a test that verifies understanding of key concepts necessary for effective visual inspections.

ii. At least one semi-annual training each year must include two or more different on-the-job ("OJT") training elements. OJT training elements may include field visits, simulated physical inspections, or virtual inspections.

R. BWON/QQQ Audits

52. By no later than 24 months after the Effective Date, and every two years thereafter until termination of the Consent Decree, BPP shall conduct a third-party BWON/QQQ Audit as set forth below:

a. BPP shall conduct no fewer than three BWON/QQQ Audits prior to termination of this Consent Decree.

b. BPP shall retain a third-party auditor with experience conducting refinery BWON and refinery QQQ audits to conduct the audits.

c. The selected third-party auditor shall not be a contractor that BPP has retained in the past to implement the operational requirements of this Consent Decree unless BPP obtains advance written approval from EPA.

d. Each BWON/QQQ Audit shall include, but not be limited to, reviewing compliance with 40 C.F.R. Part 61, Subpart FF, 40 C.F.R. Part 60, Subpart QQQ, the requirements of this Consent Decree, and the following activities for BWON Equipment and QQQ Equipment:

i. Calculating a Comparative Monitoring Audit Leak Percentage. For each process unit that is audited, each type of BWON Equipment and QQQ Equipment subject to Method 21 monitoring requirements in this Consent Decree shall be monitored to calculate a leak percentage broken down by process unit and specific categories of BWON Equipment and QQQ Equipment, including above ground lines, IDSs, oil-water separators, and other waste management units. For the purposes of this calculation, the Lakefront WWTP will be considered a process unit. The monitoring that takes place during the audit shall be called "comparative monitoring," and the leak percentages derived from the comparative monitoring shall be called the "Comparative Monitoring Audit Leak Percentage." The third-party auditor shall conduct a comparative monitoring audit pursuant to this Paragraph during each BWON/QQQ Audit.

ii. Calculating the Historic Average Leak Percentage from Prior Periodic Monitoring Events. The third-party auditor shall calculate the historic average leak percentage for each type of BWON

Equipment and QQQ Equipment that is subject to the comparative monitoring third-party audits. The percentage shall be derived from the prior monitoring period completed during the immediately preceding 24 months and shall be called the "Historic Average Leak Percentage."

iii. Calculating the Comparative Monitoring Leak Ratio. For each process unit that is audited, the ratio of the Comparative Monitoring Audit Leak Percentage from Subparagraph 52.d.i to the Historic Average Leak Percentage from Subparagraph 52.d.ii shall be calculated. If a calculated ratio yields an infinite result, BPP shall assume one leaking piece of equipment was found in the process unit through its routine monitoring during the 24-month period before the audit, and the ratio shall be recalculated.

53. Audit Corrective Action Plan ("Audit CAP").

a. Requirements of the Audit CAP. By no later than 30 days after each BWON/QQQ Audit Completion Date, BPP shall develop an Audit CAP if the results of a BWON/QQQ Audit identify any deficiencies or if the Comparative Monitoring Leak Ratio calculated pursuant to Subparagraph 52.d is 3.0 or higher. The Audit CAP shall describe the actions that BPP shall take to correct the deficiencies and/or the systemic causes of a Comparative Monitoring Leak Ratio that is 3.0 or higher. The Audit CAP shall also include a schedule by which those actions shall be completed. BPP shall complete each corrective action as expeditiously as

possible, with the goal of completing each action within 90 days after the BWON/QQQ Audit Completion Date.

b. If any action is not completed or is not expected to be completed within 90 days after the BWON/QQQ Audit Completion Date, BPP shall explain the reasons in a subsequent CAP ("Revised Audit CAP") to be submitted pursuant to Subparagraph 53.c, together with a proposed schedule for completion of the action(s) as expeditiously as practicable.

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

d. CAP Review.

i. The CAPs shall be deemed presumptively approved unless EPA disapproves all or part of the CAPs' proposed actions and/or implementing schedules within 60 days of receipt. EPA's disapproval shall be in writing.

ii. Each item that is not specifically disapproved shall be deemed approved. Except for good cause, EPA may not disapprove any action within the CAP that already has been completed.

iii. Within 45 days of receipt of any disapproval from EPA, BPP shall submit an amended CAP that addresses the deficiencies that EPA identified. BPP shall implement the amended CAP either pursuant

to the schedule that EPA proposed or, if EPA did not so specify, as expeditiously as practicable.

iv. A dispute arising with respect to any aspect of a CAP shall be resolved in accordance with the dispute resolution provisions of this Consent Decree.

S. Incorporation of Consent Decree Requirements into Federally Enforceable Permit

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

a. Subsection A (maintain 6 BQ and QQQ applicability)

b. Subsection E (Ongoing Monitoring)

c. Subsection G (NDE Assessments for BWON Equipment and QQQ Equipment installed in the future)

d. Subsection K (Repairs for Ongoing Monitoring)

e. Subsection L (Carbon Canisters)

f. Subsection N, Appendix C, Paragraph 2.a–2.g (Expanded Whiting Refinery Air Monitoring)

g. Subsection O (Permanent Capital Project)

T. BWON/QQQ Program Recordkeeping

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

56. By no later than 365 days following the Effective Date, BPP shall maintain records as follows:

a. BWON/QQQ inspection results collected pursuant to Paragraphs 26 through 30 shall be stored in a centralized database system such as LeakDAS or an analogous database system; and

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

57. Nothing in Paragraphs 55 and 56 shall relieve BPP of the obligation to comply with Section XII (Information Collection and Retention).

U. EOL Benzene Sampling

58. BPP shall conduct quarterly EOL benzene determinations as follows:

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

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

c. If BPP concludes that changes in processes, operations, or other factors at the Whiting Refinery render the EOL Sampling Plan to no longer provide a representative basis for estimating the Whiting Refinery's annual or quarterly EOL benzene quantity, then by no later than 90 days after BPP makes this determination, BPP shall submit a revised EOL Sampling Plan for EPA review and approval. BPP shall comply with and commence sampling under the revised

EOL Sampling Plan by no later than the first full Calendar Quarter following submittal of the plan to EPA, regardless of whether the plan has been approved at that time.

V. Miscellaneous Measures

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

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

VI. SUPPLEMENTAL ENVIRONMENTAL PROJECT

61. BPP shall implement a diesel emissions reduction Supplemental Environmental Project ("SEP") in accordance with all provisions of Appendix E. By no later than ninety (90) days after the Effective Date, BPP shall fund an interest-bearing escrow account with $5 million that BPP will use to pay for Eligible Costs as described in Appendix E. As detailed in Appendix E, the SEP shall increase community engagement and reduce diesel emissions in communities adjacent to the Refinery by replacing existing diesel transportation vehicles with lower emission vehicles. BPP shall use best efforts to complete the SEP by no later than 36 months after the Effective Date. However, the completion date for the SEP may be extended by written agreement of EPA and BPP.

62. BPP is solely responsible for the satisfactory completion of the SEP in accordance with the requirements of this Decree. The Parties agree that any diesel emissions reduction projects BPP selects pursuant to the process in Appendix E are intended to secure significant environmental and/or public health protection and improvements. Satisfactory completion means completion of the SEP set forth in Appendix E, including the expenditure of no less than $5 million. BPP may

use contractors or consultants in planning and implementing the SEP, including oversight and coordination for community engagement committees.

63. With regard to the SEP, BPP certifies the truth and accuracy of each of the following:

a. That all cost information provided to EPA in connection with EPA's approval of the SEP is complete and accurate and that BPP in good faith estimates that the cost to implement the SEP is $5 million over the life of the SEP;

b. That, as of the date of executing this Decree, BPP is not required to perform or develop the SEP by any federal, state, or local law or regulation and is not required to perform or develop the SEP by agreement, grant, or as injunctive relief awarded in any other action in any forum;

c. That the SEP is not a project that BPP was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this Decree;

d. That BPP has not received and will not receive credit for the SEP in any other enforcement action;

e. That BPP will not receive any reimbursement for any portion of the SEP from any other person; and

f. BPP certifies under penalty of perjury that it would have agreed to perform a comparably valued, alternative project other than a diesel emissions reduction SEP, if EPA were precluded by law from accepting a diesel emission reduction SEP.

64. SEP Completion Report. Within 60 Days of completing the SEP, BPP shall submit a SEP Completion Report to DOJ, EPA, and IDEM in accordance with Section XV (Notices). The SEP Completion Report shall contain the following information:

a. A detailed description of the SEP as implemented;

b. A description of any problems encountered in completing the SEP and the solutions thereto;

c. An itemized list of all Eligible Costs expended;

d. Certification that the SEP has been fully implemented pursuant to the provisions of this Decree; and

e. A description of the environmental and public health benefits resulting from implementation of the SEP (with a quantification of the benefits and pollutant reductions, if feasible).

65. EPA may, in its sole discretion, require information in addition to that described in the preceding Paragraph in order to evaluate BPP's completion report.

66. After receiving the SEP Completion Report, the United States will notify BPP whether BPP has satisfactorily completed the SEP. If BPP has not completed the SEP in accordance with this Decree, stipulated penalties may be assessed under Section VIII (Stipulated Penalties). Disputes concerning the satisfactory completion of the SEP will be resolved under Section XI (Dispute Resolution).

67. Each submission required under this Section shall be signed by an official with knowledge of the SEP and shall bear the certification language set forth in Paragraph 73.

68. Any public statement, oral or written, in print, film, or other media, made by BPP making reference to the SEP under this Decree shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action, *United States v. BPP*, taken on behalf of the U.S. Environmental Protection Agency pursuant to the Clean Air Act."

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

VII. REPORTING AND RECORDKEEPING

70. Semi-Annual Compliance Status Reports. BPP shall submit to EPA and IDEM a semi-annual report in accordance with the schedule in Paragraph 72 that contains the information specified below. The Parties may revise the requirements of this Paragraph by mutual agreement of BPP and EPA in writing, and that revision shall not require a modification of this Consent Decree:

a. A table with the status update for each compliance requirement in Section V (Compliance Requirements);

b. The initial facility-wide BWON and QQQ Program document required pursuant to Paragraph 22;

c. A summary by equipment type of components omitted from MOCs and dates of duration missed pursuant to Subparagraph 22.a. If the component existed prior to the Effective Date, indicate this in the summary;

d. Annual updates to the BWON and QQQ Program Document required pursuant to Subparagraph 22.b;

e. A summary of each waste stream inventory change completed annually pursuant to Paragraph 23;

f. A copy of the annual TAB report if it must be submitted to EPA during the semi-annual reporting period;

g. A summary of the initial monitoring broken down by equipment type and each finding by detection method (*i.e.*, Method 21, OGI, or visual) pursuant to Paragraph 26;

h. A summary of ongoing monitoring broken down by equipment type and each finding by detection method (*i.e.*, Method 21, OGI, or visual) pursuant to Paragraph 27;

i. Start and end dates for equipment that is either out of service or is affected equipment within a Temporary Exclusion Zone pursuant to Paragraph 28;

j. A summary of the junction box monitoring, findings of exceedances of the specified standards, and a summary of actions taken in response to those exceedances pursuant to Paragraph 30, including a copy of any Excavation CAP submitted to EPA during the time period covered by the semi-annual report;

k. Identification of each new piece of BWON/QQQ Equipment at the Whiting Refinery pursuant to Paragraph 31;

l. The NDE Assessment for a piece of new equipment, including a timeline of the assessment, pursuant to Paragraph 32;

m. A summary of the installation of low-emission components or leak-free design components (valves and non-valves), and the evaluation of commercially available low-leak repair methods or repair technologies pursuant to Paragraph 34;

n. Each root cause analysis, root cause analysis CAP, and NDE CAP prepared pursuant to Paragraph 36, including a status report on any CAPs that have received or requested an extension;

o. A summary of equipment repairs, including the timing and methodology of each repair, documentation of any first attempt at repair that was not made because it would cause damage to BWON or QQQ Equipment, and documentation of concurrence in this determination by BPP's Environmental Manager located at the Whiting Refinery, pursuant to Paragraphs 37–39;

p. A list of any equipment placed on DOR, the amount of time the equipment has been on DOR, the approval of the HSSE Manager located at the Whiting Refinery and its underlying documentation, and the estimated benzene emissions during the DOR period pursuant to Paragraph 40;

q. A summary of carbon canister monitoring, including the number of canisters monitored, the number of canisters that experienced breakthrough, a list of all canisters designated as unsafe to monitor, any canisters not timely replaced, and both a description and location of any alternative control technology used instead of or in addition to carbon canisters/carbon adsorption, pursuant to Paragraph 41;

r. A summary of bi-annual VOC connector monitoring, including repair timing, and a list of connectors placed on DOR pursuant to Paragraphs 42–46;

s. A status report on the interim capital projects, including, if applicable, the flow-weighted average benzene concentration of the Sour Water Benzene Stripper and any parametric monitoring value changes for the temporary benzene stripper, if installed, pursuant to Paragraph 48;

t. A status report on the development of the permanent capital project, including projected timelines and anticipated delays, including information addressing any parametric value changes, pursuant to Paragraph 49;

u. The sewer evaluation report and Sewer System CAP pursuant to Paragraph 50;

v. A summary of all training completed for the reporting period, including any personnel who did not receive timely training, pursuant to Paragraph 51;

w. A status report on incorporating each element into a Title I federally enforceable permit or SIP revision for all emission controls and limits pursuant to Paragraph 54;

x. A summary of the EOL quarterly sampling results pursuant to Paragraph 58;

y. A status report on the implementation of the Supplemental Environmental Project pursuant to Section VI;

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

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

71. Emissions Data. In the semi-annual reports required by this Consent Decree due on February 28 of each year, BPP shall provide a summary of annual emission data from the prior year that includes a list of all detectable emissions above the leak thresholds in Subparagraph 37.a and a determination of the benzene emissions from detectable emissions above the leak thresholds that are part of any equipment complying with the 6 BQ compliance option (40 C.F.R. § 61.342(e)(2)(i)). BPP shall include the detailed calculations and any assumptions underlying the determination of the calculated benzene emissions. Calculated benzene emissions shall be included in the 6 BQ compliance option calculation as uncontrolled benzene.

72. Due Dates. The first semi-annual compliance status report shall be due two months after the first full half-year after the Effective Date of this Consent Decree (*i.e.*, either: (i) February 28 of the year after the Effective Date, if the Effective Date is between January 1 and June 30 of the preceding year; or (ii) August 30 of the year after the Effective Date, if the Effective Date is

between July 1 and December 31). The initial report shall cover the period between the Effective Date and the first full half-year after the Effective Date (a "half-year" runs between January 1 and June 30 and between July 1 and December 31). Until termination of this Decree, each subsequent report will be due on February 28 and August 30 and shall cover the prior half-year (*i.e.*, January 1 to June 30 or July 1 to December 31).

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

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

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

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

76. 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.

VIII. STIPULATED PENALTIES

77. Stipulated penalties shall be paid to the United States and to Indiana as provided herein for each failure by BPP to comply with the terms of this Consent Decree. Stipulated

penalties shall be calculated in the amounts specified in this Paragraph. For those provisions where a stipulated penalty of either a fixed amount or 1.2 times the economic benefit of delayed compliance is available, the decision of which alternative to seek shall rest exclusively within the discretion of the United States.

Consent Decree Violation	Stipulated Penalty
a. Violation of Paragraph 16. Failure to timely pay the civil penalty.	$15,000 per day.
b. Violation of Paragraph 18. Failure to comply with the 6 BQ Compliance Option.	$60,000 for each 0.5 Mg (or any portion thereof) by which the 6 BQ Option uncontrolled benzene limit is exceeded.
c. Violation of Paragraph 20. Failure to submit a complete annual TAB Report.	Uncontrolled Waste Stream — Penalty per year Stream <0.03 Mg/yr — $250 Stream ≥0.03 and <0.1 Mg/yr — $1,000 Stream ≥0.1 and <0.5 Mg/yr — $5,000 Stream ≥0.5 Mg/yr — $10,000 Controlled Waste Stream — $500
d. Violation of Paragraph 21. Failure to initially include each IDS subject to QQQ in Appendix D. Failure to notify EPA in semi-annual reports required by this Consent Decree of each newly added IDS that comes within the definition of BWON Equipment.	$10,000 per missed IDS, per month; if the IDS has multiple drains or junction boxes, $250 per drain or $1,000 per junction box, not to exceed $10,000 per IDS, per month.
e. Violation of Paragraph 21. Failure to comply with the monitoring and control requirements of QQQ for each IDS that is subject to QQQ under this Consent Decree.	$20,000 per missed IDS, per month; if the IDS has multiple drains or junction boxes, $500 per drain or $2,000 per junction box, not to exceed $20,000 per IDS, per month.
f. Violation of Paragraph 22. Failure to timely develop and complete a written BWON/QQQ Program Document; failure to timely update the BWON/QQQ Program Document on an annual basis.	Period of noncompliance — Penalty per day 1–15 days — $300 16–30 days — $400 31 days or more — $500
g. Violation of Subparagraph 22.a. Failure to add a piece of BWON Equipment or QQQ Equipment when required to do so as part of the required management of change process.	$500 per piece of BWON Equipment or QQQ Equipment (plus the amount, if any, due as a result of missed monitoring events related to a component that should have been added to the BWON or QQQ program but was not).

Consent Decree Violation	Stipulated Penalty
h. Violation of Subparagraph 22.a. Each failure to remove a piece of BWON Equipment or QQQ Equipment as part of the required MOC process.	$300 per failure per piece of BWON Equipment or QQQ Equipment.
i. Violation of Paragraph 23. Failure to complete each annual waste stream verification program.	$10,000 per complete annual verification
j. Violation of Paragraphs 26 through 30. Failure to conduct initial and ongoing monitoring as required.	For missed Method 21 monitoring: $1,000 per piece of BWON Equipment or QQQ Equipment per missed monitoring event For missed OGI monitoring: $500 per piece of BWON Equipment or QQQ Equipment per missed monitoring event. For missed walkthrough inspections: $500 per piece of BWON Equipment or QQQ Equipment per missed monitoring event
k. Violation of Subparagraphs 26.a or 27.a. Failure to timely transfer monitoring data to an electronic database.	$150 per day.
l. Violation of Subparagraphs 26.a.i, 26.a.ii, 26.a.iii, 26.b.iii, 26.c.ii, 27.a.i, 27.a.ii, 27.a.iii, 27.b.i, or 27.d.ii. Failure to properly characterize BWON Equipment or QQQ Equipment as UTM, DTM, or as Inaccessible Equipment.	$500 per piece of BWON Equipment or QQQ Equipment.
m. Violation of Subparagraphs 26.c and 27.d. Failure to monitor conservation vents as required.	$500 per vent, per week.
n. Violation of Paragraph 32 or Paragraph 33. Failure to Complete an NDE Engineering Assessment for each piece of BWON Equipment or QQQ Equipment.	$100,000 per piece of BWON Equipment or QQQ Equipment subject to an NDE standard under this Consent Decree. A waste management unit that has multiple pieces of BWON Equipment or QQQ Equipment shall be considered one piece of equipment.
o. Violation of Subparagraph 32.c.i. Failure to Develop and Maintain an Engineering Document that includes the NDE Engineering Assessment.	$25,000 per piece of BWON Equipment or QQQ Equipment, per month. A waste management unit that has multiple pieces of BWON Equipment or QQQ Equipment shall be considered one piece of equipment.

Consent Decree Violation	Stipulated Penalty
p. Violation of Subparagraph 32.c.ii. Failure to timely redesign/modify BWON Equipment or QQQ Equipment to meet NDE.	$50,000 per piece of BWON Equipment or QQQ Equipment, per month. A waste management unit that has multiple pieces of BWON Equipment or QQQ Equipment shall be considered one piece of equipment.
q. Violation of Subparagraph 32.c.iii. Failure to develop a corrective plan to install permanent controls for any equipment that uses temporary controls.	$5,000 per piece of BWON Equipment or QQQ Equipment, per month. A waste management unit that has multiple pieces of BWON Equipment or QQQ Equipment shall be considered one piece of equipment.
r. Violation of Subparagraph 32.d. Failure to timely replace the Lakefront Barscreen Mechanical Mechanism.	$50,000 per month.
s. Violation of Subparagraph 32.e. Failure to Submit to EPA all engineering documents related to the NDE Engineering Assessment for EPA review.	$5,000 per piece of BWON Equipment or QQQ Equipment per month. A waste management unit that has multiple pieces of BWON Equipment or QQQ Equipment shall be considered one piece of equipment.
t. Violation of Subparagraph 32.g. Failure to timely address EPA comments regarding engineering documents related to the NDE Engineering Assessment.	$10,000 per piece of BWON Equipment or QQQ Equipment, per month. A waste management unit that has multiple pieces of BWON Equipment or QQQ Equipment shall be considered one piece of equipment.
u. Violation of Subparagraphs 32.h or 36.e. Failure to maintain and post all engineering documents related to the NDE Engineering Assessment on BPP's intranet.	$2,500 per piece of BWON Equipment or QQQ Equipment, per month. A waste management unit that has multiple pieces of BWON Equipment or QQQ Equipment shall be considered one piece of equipment.
v. Violation of Paragraph 34. Failure to timely install low emission components or leak-free design components as required.	$500 per day per each component, not to exceed $15,000 per component.
w. Violation of Subparagraphs 34.a or 34.b. Failure to timely install a Low-E Valve or Low-E Packing on valves subject to BWON as required.	$10,000 per failure to install Low-E valve or packing.
x. Violation of Subparagraph 34.d. Failure to complete the annual review of commercially available low-leak repair methods or repair technologies.	$2,500 per month.
y. Violation of Paragraph 36. Failure to timely initiate a root cause analysis.	$500 per piece of BWON Equipment or QQQ Equipment, per day, not to exceed $5,000 per piece of BWON Equipment or QQQ Equipment.

<table>
<tr><th>Consent Decree Violation</th><th>Stipulated Penalty</th></tr>
<tr><td>z. Violation of Subparagraph 36.b. Failure to timely complete a root cause analysis.</td><td>$1,000 per piece of BWON Equipment or QQQ Equipment, per day, not to exceed $20,000 per piece of BWON Equipment or QQQ Equipment.</td></tr>
<tr><td>aa. Violation of Subparagraph 36.c. Failure to timely identify and implement corrective action.</td><td>$500 per piece of BWON Equipment or QQQ Equipment, per day, not to exceed $50,000 per piece of BWON Equipment or QQQ Equipment.</td></tr>
<tr><td>bb. Violation of Subparagraph 37.a.i.a. Violation of the NDE standard as detected by Method 21.</td><td><u>Upon Discovery</u>: $1,000 per each detectable emission above the NDE standard.</td></tr>
<tr><td>cc. Violation of Paragraphs 38 or 39 except as provided for in Paragraph 40. Failure to timely attempt or complete a repair (both NDE and non-NDE).</td><td><table>
<tr><th><u>Equipment type</u></th><th><u>Penalty per component per day</u></th><th><u>Not to exceed per component</u></th></tr>
<tr><td><u>Non-NDE equipment</u></td><td>$300</td><td>$45,000</td></tr>
<tr><td><u>Non-NDE pumps, agitators</u></td><td>$1,200</td><td>$150,000</td></tr>
<tr><td><u>NDE equipment</u></td><td>$5,000</td><td>$350,000</td></tr>
<tr><td><u>Non-NDE tank equipment</u></td><td>$2,000</td><td>$250,000</td></tr>
</table></td></tr>
<tr><td>dd. Violation of Subparagraph 40.b. Failure to use the drill-and-tap method as required.</td><td><table>
<tr><th><u>Period of noncompliance</u></th><th><u>Penalty per component per day</u></th></tr>
<tr><td>Between 1–15 days</td><td>$500</td></tr>
<tr><td>Between 16–30 days</td><td>$1,000</td></tr>
<tr><td>Over 30 days</td><td>$1,500 per day for each day over 30, not to exceed $45,000</td></tr>
</table></td></tr>
<tr><td>ee. Violation of Subparagraph 40.c. Failure to properly document a DOR determination.</td><td>$25,000 per failure.</td></tr>
</table>

<table>
<tr><th>Consent Decree Violation</th><th colspan="3">Stipulated Penalty</th></tr>
<tr><td>ff. Violation of Paragraph 40. Improper placement of BWON Equipment or QQQ Equipment on DOR (i.e., placing a piece of BWON Equipment and QQQ Equipment on DOR even though repair is feasible by the repair deadline without a complete or partial process unit shutdown).</td><td><u>Equipment type</u>

<u>Non-NDE Equipment</u>

<u>Non-NDE Pumps, agitators</u>

<u>NDE Equipment</u>

<u>Non-NDE Tank Equipment</u></td><td><u>Penalty per component per day</u>

$300

$1,200

$5,000

$2,000</td><td><u>Not to exceed per component</u>

$45,000

$150,000

$350,000

$250,000</td></tr>
<tr><td>gg. Violation of Subparagraphs 38.a.ii or 40.d. Failure to secure approval of the HSSE Manager located at the Whiting Refinery to place a piece of BWON Equipment or QQQ Equipment on DOR or the Environmental Manager located at the Whiting Refinery to delay a first attempt at repair for a piece of BWON Equipment or QQQ Equipment.</td><td colspan="3">$500 per piece of BWON Equipment or QQQ Equipment.</td></tr>
<tr><td>hh. Violation of Subparagraph 40.c. Failure to comply with requirement to place only one DNF on DOR at a time, or failure to limit period of a DNF on DOR to no more than 30 days.</td><td colspan="3">$50,000 per DNF, per month or any fraction thereof.</td></tr>
<tr><td>ii. Violation of Subparagraph 40.f. Failure to estimate benzene emissions during DOR period.</td><td colspan="3">$1,000 per each source of benzene emissions during the DOR period.</td></tr>
<tr><td>jj. Violation of Subparagraphs 41.a.i. and 41.a.iii. Failure to install and operate dual carbon canisters as required.</td><td colspan="3">$1,000 per carbon canister, per day.</td></tr>
<tr><td>kk. Violation of Subparagraph 41.a.ii. Failure to conduct breakthrough monitoring of dual carbon canisters.</td><td colspan="3">$500 per carbon canister, per day.</td></tr>
<tr><td>ll. Violation of Paragraphs 42 or 46. Failure to monitor all accessible connectors in the NSPS GGGa process units listed in Appendix B as required.</td><td colspan="3">$150 per connector, per missed monitoring event.</td></tr>
<tr><td>mm. Violation of Subparagraph 45.a. Failure to timely make a first attempt at connector repair.</td><td colspan="3">$150 per connector, per day, not to exceed $1,500.</td></tr>
</table>

Consent Decree Violation	Stipulated Penalty
nn. Violation of Subparagraph 45.b. Failure to timely complete repair of each connector.	$300 per connector, per day, not to exceed $45,000.
oo. Violation of Subparagraph 45.b.i. Failure to secure the required approval at the Whiting Refinery to place a connector on DOR.	$500 per connector.
pp. Violation of Paragraph 47; Violation of Subparagraphs 2.a or 3.a of Appendix C. Failure to timely install each monitor as required.	$20,000 per monitor, per month.
qq. Violation of Paragraph 47; Violation of Appendix C. Failure to continuously operate each monitor as required.	Period of noncompliance — Penalty per day Between 1–30 days — $1,000 Between 31–60 days — $2,000 Beyond the 60th day — $3,000
rr. Violation of Paragraph 47; Violation of Subparagraph 3.f of Appendix C. Failure to conduct VOC summa canister sampling at monitoring stations as required.	$10,000 per missed summa canister sampling per monitoring location.
ss. Violation of Subparagraph 48.f. Failure to perform a complete Pilot Study.	$5,000 per day.
tt. Violation of Subparagraph 48.g. Failure to timely submit the Pilot Study Report.	$500 per day.
uu. Violation of Subparagraphs 48.a, 48.d, 48.e, 48.j, 48.k.ii, 48.p, 49.a, or 49.b.v. Failure to Route each benzene waste or off-gas stream.	Period of noncompliance — Penalty per stream, per day Between 1–30 days — $1,500 Between 31–60 days — $3,000 Beyond the 60th day — $4,000 or an amount equal to 1.2 times the economic benefit of delayed compliance, whichever is greater.

Consent Decree Violation	Stipulated Penalty
vv. Violation of Subparagraphs 48.b or 49.b.iv. Failure to meet the required effluent concentration for each benzene stripper (sour water or permanent).	Per benzene stripper, per monitoring period (weekly and 12-month rolling average): Weekly >2.0 and <10.0 ppmw $ 5,000 ≥10 ppm_w $ 10,000 12-month rolling average >2.0 and <10.0 ppmw $ 25,000 ≥10 ppm_w $ 50,000
ww. Violation of Subparagraph 48.k.i. Failure to meet the Installed Treatment Option effluent concentration limit.	Per monitoring period (weekly and 12-month rolling average): Weekly > Limit and < 1.25 times the limit $5,000 > 1.25 times the limit $10,000 12-month rolling average > Limit and < 1.25 times the limit $25,000 > 1.25 times the limit $50,000
xx. Violation of Subparagraphs 48.i, or 49.b.vii. Failure to timely submit the Selected Treatment Option Engineering Report or the pre-startup engineering design evaluation for the Benzene Control System.	$5,000 per report, per day.
yy. Violation of Subparagraphs 48.k.iii, 49.b.i or 49.b.ii. Failure to maintain the required uptime for the Installed Treatment Option or the Benzene Control System.	$500 per hour, per stream.
zz. Violation of Subparagraphs 48.l.i, 48.m.i, or 49.b.vi. Failure to monitor and record each parameter, as required.	$250 per parameter, per hour.
aaa. Violation of Subparagraph 50.a. Failure to timely complete an inventory of all IDS components.	$500 per IDS, per day; if the IDS has multiple drains or junction boxes, $50 per drain or $100 per junction box, not to exceed $500 per IDS, per day.
bbb. Violation of Subparagraphs 50.b or 50.c. Failure to timely correct any deficiencies, submit a CAP, or revise a CAP for each IDS.	Period of noncompliance — Penalty per day Between 1–30 days $1,000 Between 31–60 days $2,000 Beyond the 60th day $3,000

Consent Decree Violation	Stipulated Penalty
ccc. Violation of Subparagraph 50.e. Failure to timely complete an evaluation that identifies feasible upgrades for non-deficient IDS or timely complete the feasible upgrades.	$500 per month.
ddd. Violation of Subparagraph 51.a. Failure to conduct semi-annual training as required.	$2,000 per individual, per semi-annual training period.
eee. Violation of Paragraph 52. Failure to timely perform each BWON/QQQ Audit as required.	$20,000 per Audit, per month late.
fff. Violation of Subparagraphs 52.b or 52.c. Failure to comply with each third-party auditor requirement.	$10,000 per requirement, per audit.
ggg. Violation of Subparagraph 52.d. Failure to include each element in the BWON/QQQ Audit.	$10,000 per requirement, per type of BWON Equipment or QQQ Equipment, per Audit.
hhh. Violation of Subparagraph 53.a. Failure to timely prepare a corrective action plan following the BWON/QQQ Audit (if necessary).	$25,000 per instance.
iii. Violation of Subparagraph 53.a. Failure to include each element in the CAP following the BWON/QQQ Audit.	$25,000 per instance.
jjj. Violation of Subparagraphs 53.a or 53.b. Failure to complete each corrective action.	$500 per day for failing to complete each corrective action needed.
kkk. Violation of Paragraphs 55 or 56. Failure to maintain each category of records.	$1,000 per missing category of record per semi-annual reporting period.
lll. Violation of Paragraph 58. Failure to conduct EOL sampling as required.	$10,000 per quarter.
mmm. Violation of Paragraph 59. Failure to identify/mark segregated storm water drains as required.	$10,000 per drain, per failure.
nnn. Violation of Paragraph 60. Failure to account for and include all recovered slop oil in the annual TAB report.	$500 per stream, per year.
ooo. Violation of Section VI (Supplemental Environmental Project) and Appendix E.	Period of noncompliance — Penalty per day Between 1–30 days — $4,000 Beyond 30th Day — $8,000

Consent Decree Violation	Stipulated Penalty
ppp. Violation of Paragraphs 70 or 72. Failure to timely submit each semi-annual report required by this Consent Decree.	Period of noncompliance / Penalty per day Between 1–30 days: $300 Between 31–60 days: $1,000 Beyond the 60th day: $2,000
qqq. Violation of Paragraph 71. Failure to calculate benzene emissions.	$2,000 per each missed or improper calculation of each detectable emission.
rrr. Violation of Paragraphs 73. Failure to timely submit a certification as required.	Period of noncompliance / Penalty per day per violation 1–15 days: $100 16–30 days: $250 31 days or more: $500, not to exceed $75,000
sss. Violation of Paragraph 122. Failure by the Refinery Manager located at the Whiting Refinery to personally review the documentation underlying the termination request and/or to document that review.	$100,000 per termination request.
ttt. Violation of reporting requirements. Failure to comply with the requirements of Section VII not covered elsewhere.	$2,000 per element of report missed, per semi-annual report.

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

79. BPP shall pay stipulated penalties to the United States and Indiana within 60 days of a written demand by the United States. Stipulated penalties shall be apportioned as follows: 70% to the United States and 30% to Indiana.

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

81. Stipulated penalties shall continue to accrue during any Dispute Resolution as provided in Paragraph 78, but need not be paid until the following:

a. If the dispute is resolved by agreement between the United States and BPP or by a decision of EPA that is not appealed to the Court, BPP shall pay accrued penalties determined to be owing, together with interest, to the United States and Indiana within 45 days of the effective date of the agreement or the receipt of EPA's decision or order.

b. If the dispute is appealed to the Court and the United States prevails in whole or in part, BPP shall pay all accrued penalties determined by the Court to be owing, together with interest, within 60 Days of receiving the Court's decision or order except as provided in Subparagraph 81.c.

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

82. BPP shall pay stipulated penalties owing to the United States in the manner set forth in Subparagraph 16.a, and to Indiana in the manner set forth in Subparagraph 16.b., along with confirmation notices required by Subparagraph 16.c, 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.

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

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

85. Non-Exclusivity of Remedy. Stipulated penalties are not the Plaintiffs' exclusive remedy for violations of this Consent Decree. Subject to the provisions of Section XIII (Effect of Settlement), the Plaintiffs expressly reserve the right to seek any other relief they deem appropriate for BPP's violation of this Decree or applicable law, including, but not limited to, an action against BPP 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.

IX. RIGHT OF ENTRY

86. Any authorized representative of EPA or IDEM, upon presentation of credentials, will have a right of entry upon the premises of the Whiting Refinery at any reasonable time for the purpose of monitoring compliance with the provisions of this Consent Decree, including inspecting plant equipment and systems and inspecting all records maintained by the Whiting Refinery required by this Consent Decree. Except where other time periods specifically are noted, the Whiting Refinery will retain such records for the period of the Consent Decree. Nothing in this Consent Decree will limit the authority of EPA or IDEM to conduct tests, inspections, or other activities under any statutory or regulatory provision.

X. FORCE MAJEURE

87. "Force Majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of BPP, of any entity controlled by BPP, or of BPP's contractors, which delays or prevents the performance of any obligation under this Consent Decree

despite BPP's best efforts to fulfill the obligation. The requirement that BPP 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 BPP's financial inability to perform any obligation under this Consent Decree.

88. 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, BPP shall notify EPA and Indiana, in writing, within seven days of when BPP first knew that the event might cause a delay. Within seven days thereafter, BPP's written notice shall include 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; BPP'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 BPP, such event may cause or contribute to an endangerment to public health, welfare, or the environment. BPP 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 BPP 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. BPP shall be deemed to know of any circumstance of which BPP, any entity controlled by BPP, or BPP's contractors knew or should have known.

89. If EPA 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 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 BPP in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

90. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify BPP in writing of its decision.

91. If BPP elects to invoke the dispute resolution procedures set forth in Section XI (Dispute Resolution), it shall do so no later than 30 days after receipt of EPA's notice. In any such proceeding, BPP 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 BPP complied with the requirements of Paragraphs 87 and 88. If BPP carries this burden, the delay at issue shall be deemed not to be a violation by BPP of the affected obligation of this Consent Decree identified to EPA and the Court.

XI. DISPUTE RESOLUTION

92. 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. BPP's failure to seek resolution of a dispute under this Section shall preclude BPP from raising any such issue as a defense to an action by the United States to enforce any obligation of BPP arising under this Decree.

93. 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 BPP sends DOJ and EPA a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 20 days from the date the dispute arises unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within 30 days after the conclusion of the informal negotiation period, BPP invokes formal dispute resolution procedures as set forth below.

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

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

96. Judicial Dispute Resolution. BPP may seek judicial review of the dispute by filing with the Court and serving on the United States a motion requesting judicial resolution of the dispute. The motion (a) must be filed within 30 days of receipt of the United States' Statement of Position pursuant to the preceding Paragraph; (b) may not raise any issue not raised in informal

dispute resolution pursuant to Paragraph 93 unless the Plaintiffs raise a new issue of law or fact in the Statement of Position; (c) shall contain a written statement of BPP's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation; and (d) shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

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

98. Standard of Review. In all disputes arising under the Consent Decree, BPP shall bear the burden of demonstrating that its position complies with this Consent Decree and the CAA and that it is entitled to relief under applicable principles of law. The United States reserves the right to argue that its position is reviewable only on the administrative record and must be upheld unless arbitrary and capricious or otherwise not in accordance with law, and BPP reserves the right to argue to the contrary.

99. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of BPP 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 81. If BPP does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VIII (Stipulated Penalties).

XII. INFORMATION COLLECTION AND RETENTION

100. The United States and Indiana 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 or Indiana in accordance with the terms of this Consent Decree;

c. obtain samples and, upon request, splits of any samples taken by BPP or its representatives, contractors, or consultants;

d. obtain documentary evidence, including photographs and similar data; and

e. assess BPP's compliance with this Consent Decree.

101. Upon request, BPP shall provide EPA and Indiana or its authorized representatives splits of any samples taken by BPP. Upon request, EPA and Indiana shall provide BPP splits of any samples taken by EPA or Indiana.

102. Until five years after the termination of this Consent Decree, BPP 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 BPP's performance of its obligations under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States or Indiana, BPP shall provide

copies of any documents, records, or other information required to be maintained under this Paragraph.

103. At the conclusion of the information-retention period provided in the preceding Paragraph, BPP shall notify the United States and Indiana at least 90 days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States or Indiana, BPP shall deliver any such documents, records, or other information to EPA or Indiana. BPP may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If BPP 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 BPP. 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.

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

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

XIII. EFFECT OF SETTLEMENT

106. Entry of this Consent Decree shall resolve the civil claims of the United States and Indiana for violations alleged in the Complaint that occurred through the Date of Lodging of this Consent Decree.

107. Entry of this Consent Decree shall also resolve the civil claims of the United States and Indiana for the violations that occurred through the Date of Lodging of this Consent Decree as alleged in the following FOVs:

a. EPA-5-20-IN-05 issued on July 15, 2020; and

b. EPA-5-22-IN-02 issued on December 31, 2021.

108. The United States and Indiana reserve all legal and equitable remedies available to enforce the provisions of this Consent Decree. This Consent Decree shall not be construed to limit the rights of the United States to obtain penalties or injunctive relief under the Act or implementing regulations, or under other federal or state laws, regulations, or permit conditions, except as expressly specified in Paragraphs 106 and 107. The United States and Indiana further reserve all legal and equitable remedies to address any conditions if there is or may be an imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, the Whiting Refinery, whether related to the violations addressed in this Consent Decree or otherwise.

109. In any subsequent administrative or judicial proceeding initiated by the United States or Indiana for injunctive relief, civil penalties, or other appropriate relief relating to the Whiting Refinery or BPP's CAA violations, BPP 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 Indiana 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 Paragraphs 106 and 107.

110. This Consent Decree is not a permit, or a modification of any permit, under any federal, state, or local laws or regulations. BPP is responsible for achieving and maintaining complete compliance with all applicable federal, state, and local laws, regulations, and permits; and BPP'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 Indiana do not, by their consent to the entry of this Consent Decree, warrant or aver in any manner that BPP's compliance with any aspect of this Consent Decree will result in compliance with provisions of the CAA, 42 U.S.C. § 7401, *et seq*., or with any other provisions of federal, state, or local laws, regulations, or permits.

111. This Consent Decree does not limit or affect the rights of BPP or of the United States or Indiana 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 BPP, except as otherwise provided by law.

112. 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.

XIV. COSTS

113. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States and Indiana 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 BPP.

XV. NOTICES

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

As to DOJ:	eescdcopy.enrd@usdoj.gov Re: DJ # 90-5-2-1-09244/3 zachary.moor@usdoj.gov
As to EPA Headquarters:	foley.patrick@epa.gov
As to EPA Region 5:	R5AirEnforcement@epa.gov loukeris.constantinos@epa.gov
As to the State of Indiana:	AirComplianceReports@idem.in.gov vtachtir@idem.in.gov
As to BPP:	Rebecca.Raftery@uk.bp.com Jessica.Gonzalez@bp.com WhitingBWONCDTracker@bp.com

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

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

XVI. EFFECTIVE DATE

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

XVII. RETENTION OF JURISDICTION

118. 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 Section XI (Dispute Resolution) and Section XVIII (Modification), or effectuating or enforcing compliance with the terms of this Decree.

XVIII. MODIFICATION

119. The terms of this Consent Decree, including the attached appendices, may be modified only by a subsequent written agreement signed by the United States and BPP. Where the modification constitutes a material change to this Decree, it shall be effective only upon approval by the Court.

120. The nature and frequency of reports required by this Consent Decree may be modified by mutual agreement of the Parties. The agreement of the United States to such modification must be communicated in the form of a written notification (via e-mail) from EPA, but need not be filed with the Court to be effective.

121. Any disputes concerning modification of this Decree shall be resolved pursuant to Section XI (Dispute Resolution); provided, however, that, instead of the burden of proof provided by Paragraph 98, 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).

XIX. TERMINATION

122. After BPP has completed the requirements of Section V (Compliance Requirements), has complied with all other requirements of this Consent Decree and its appendices, has incorporated the specified terms of the Decree into a federally enforceable permit pursuant to Paragraph 54, and has paid the civil penalty and any accrued stipulated penalties as required by this Decree, BPP may serve upon the Plaintiffs a Request for Termination, certifying that BPP has satisfied those requirements, together with all necessary supporting documentation. The Request for Termination shall be signed by the Refinery Manager located at the Whiting Refinery and shall bear the certification language set forth in Paragraph 73. In addition, the Refinery Manager located at the Whiting Refinery shall personally review all documents relied upon in the termination request and shall document his or her review.

123. Following receipt by the Plaintiffs of BPP's Request for Termination, the Parties shall confer informally concerning the Request. If the United States, after consultation with Indiana, agrees that the Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Decree.

124. If the United States, after providing notice to Indiana, does not agree that the Consent Decree may be terminated, the United States shall provide written notice to BPP within 150 days of receiving BPP's request for termination that explains why it does not agree. Upon

receipt of this written notice, BPP may then invoke dispute resolution under Section XI (Dispute Resolution) of this Consent Decree.

XX. PUBLIC PARTICIPATION

125. 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. BPP 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 BPP in writing that it no longer supports entry of the Decree.

XXI. SIGNATORIES/SERVICE

126. Each undersigned representative of BPP, Indiana, 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.

127. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. BPP agrees to accept service of process by mail or e-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.

XXII. INTEGRATION

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

XXIII. 26 U.S.C. SECTION 162(f)(2)(A)(ii) IDENTIFICATION

129. For purposes of the identification requirement in Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26 C.F.R. § 1.162-21(b)(2), performance of Paragraphs 14, 18–60 (excluding Subparagraph 53.d.iii), 70 (excluding Subparagraph 70.y), 71–73, 85, 99, 100–102, in addition to related Appendices A, B, C, and D, is restitution, remediation, or required to come into compliance with law.

XXIV. HEADINGS

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

XXV. FINAL JUDGEMENT

131. 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, Indiana, and BPP. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

Dated and entered this __ day of _____, 2023

_____
UNITED STATES DISTRICT JUDGE

FOR THE UNITED STATES OF AMERICA:

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

ZACHARY N. MOOR
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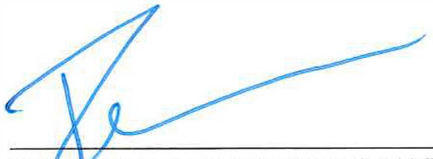
FOR THE STATE OF INDIANA:



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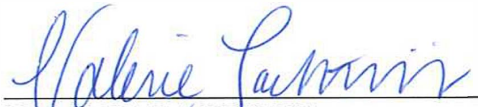
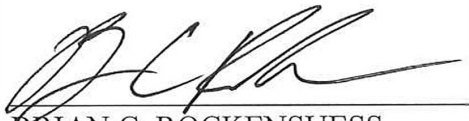


VALERIE TACHTIRIS
Deputy Assistant Commissioner
Office of Legal Counsel and Criminal Investigations
Indiana Department of Environmental Management



BRIAN C. ROCKENSUESS
Commissioner
Indiana Department of Environmental Management

FOR BP PRODUCTS NORTH AMERICA INC.:

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VP Refining – Whiting
BP Products North America Inc.

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APPENDIX A
Determining Commercial Availability of Low-Leaking Valve or Packing Technology

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

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

   a. Valve type;

   b. Valve service and operating conditions;

   c. Type of refinery process equipment in which the valve is used;

   d. Seal performance;

   e. Service life;

   f. Packing friction;

   g. Temperature and pressure limitations; and

   h. Retrofit applications (*e.g.*, re-piping or space limitations).

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

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

   b. Valve or valve packing vendor or manufacturer recommendations for the relevant refinery unit and/or process unit components.

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

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

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

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

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

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

APPENDIX B
VOC Connector Monitoring Units

BPP shall perform initial and ongoing VOC Connector Monitoring in accordance with Paragraphs 26–46 of the Consent Decree at the following units:

1. Aromatics Recovery Unit
2. 4 Ultraformer
3. 11 Pipestill
4. Coker 2
5. South Tank Field
6. J&L Tank Field
7. VRU 100
8. VRU 200
9. Oil Movements Division North
10. Indiana Tank Field
11. Lake George Tank Field
12. 12 Pipestill
13. Alkylation
14. Isomerization
15. DDU
16. CRU
17. Naphtha Splitting Unit
18. DHT
19. VRU300
20. VRU400
21. PCU
22. Naphtha Hydrotreating Unit

APPENDIX C
HAP Monitoring System Project

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

1. Expanded MACT CC Monitoring

a. By no later than the Effective Date, BPP shall monitor benzene, toluene, and xylene at all existing MACT CC monitoring stations during the term of this Consent Decree.

b. BPP shall comply with the sampling and collection requirements of MACT CC for toluene and xylene.

c. BPP is not obligated to report toluene and xylene data as part of BPP's existing MACT CC monitoring program. The benzene, toluene, and xylene data shall be provided to EPA and IDEM in the semi-annual reports required by this Consent Decree.

2. Expanded Whiting Refinery Air Monitoring

a. By no later than 90 days of the Effective Date, BPP shall add four new monitoring stations at the Lakefront WWTP as follows:

i. One monitoring station shall be located within the Whiting Refinery fenceline and near the Lakefront WWTP; and

ii. Three monitoring stations shall be located at the Lakefront WWTP fenceline and will become part of BPP's MACT CC monitoring program.

b. The locations of the four additional monitoring stations required by this Subparagraph have been reviewed and approved by EPA and are depicted on the map attached to this Appendix.

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

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

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

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

g. BPP shall report the additional benzene data collected from the three new fenceline monitoring stations required by this Subparagraph as part of its existing MACT CC monitoring program to determine the two-week delta concentration (ΔC).

h. The benzene, toluene, xylene data collected by the one new monitoring station located within the Whiting Refinery fenceline shall be provided to EPA and IDEM in the semi-annual reports required by this Consent Decree.

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

3. Community Air Monitoring Outside of the Whiting Refinery Fenceline

a. By no later than 90 days of the Effective Date, BPP shall propose 10 locations for new monitoring stations outside of the Whiting Refinery fenceline for EPA's approval. EPA may consult with IDEM before approving the monitoring stations. The location of these monitoring stations will be determined by BPP, in consultation with EPA and interested members of the community, and shall be located in the community surrounding the Whiting Refinery. BPP shall install the 10 new monitoring stations within 90 days of EPA's approval.

b. The target analytes for the 10 monitoring stations required by this Subparagraph shall be benzene, toluene, and xylene.

c. For the 10 monitoring stations required by this Subparagraph, BPP must commence sampling within 120 days of EPA's approval of the monitoring station siting and shall comply with EPA Methods 325A and B except for 325A section 8.2 "Determining Sampling Locations," 325A section 9.3 "Duplicates and Field Blanks," and 325B section 8.3 "Calculating the Number of Tubes Required for a Monitoring Exercise."

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

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

f. Within 365 days of operation of the 10 new monitoring stations required by this Subparagraph, and once per calendar year thereafter, BPP shall conduct 24-hour summa canister sampling at each of the 10 new monitoring stations, analyze the summa canister samples using Compendium Method TO-15 and include the results in the semi-annual reports required by this Consent Decree.

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

h. By no later than 35 days after the commencement of sampling at the 10 monitoring stations required by this Subparagraph, BPP shall post the collected sampling data for the first sampling period for all target analytes on a publicly available website that must meet the following criteria:

i. The website must be accessible through a URL that can be provided to the public.

ii. BPP must post each individual sample result for each individual monitoring station. The website must include a map of the 10 community monitoring stations and make clear which sampling results correlate with which monitoring station. BPP shall post a periodic summary as well as the raw data for each individual monitoring station.

iii. Data shall be posted on a frequency of no less than once every 28 days.

iv. All sampling periods that concluded 21 or more days prior to the posting deadline shall be included on the website.

v. Any sampling data that cannot be posted in accordance with the foregoing timeframes, attributable exclusively to laboratory delays, shall be posted upon receipt by BPP.

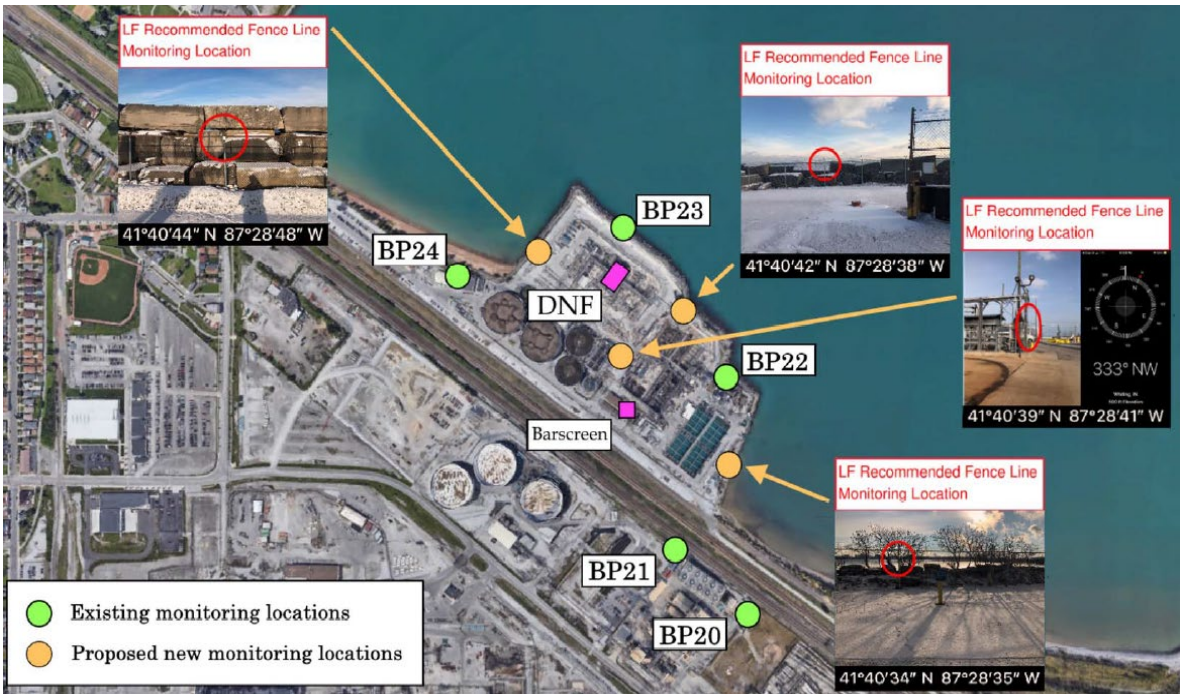
vi. Sampling data from past sampling periods must be available and properly organized by calendar month and sampling period.

4. General Provisions

a. For the MACT CC monitors, BPP may only seek an alternative benzene sampling frequency for burden reduction pursuant to 40 C.F.R. § 63.658(e)(3) after termination of this Consent Decree.

b. Following the first complete year of monitoring pursuant to Subparagraph 2.a.ii (three new MACT CC monitoring stations) and Paragraph 3 (10 community monitoring stations and summa canister sampling), BPP may submit a report for EPA's review and approval that summarizes issues or concerns related to the monitoring or sampling and a rationale to adjust these monitoring requirements. Upon receipt of EPA approval, BPP shall commence monitoring in accordance with the approved adjustments.

c. In any termination request submitted pursuant to Section XIX (Termination), BPP may request any monitor in Paragraph 2 that has recorded exclusively non-detect emissions of benzene in the preceding 12 months be excluded from the Title I permitting incorporation requirements set forth in Paragraph 54 of the Consent Decree.


LF Recommended Fence Line Monitoring Location
41°40'44" N 87°28'48" W
LF Recommended Fence Line Monitoring Location
41°40'42" N 87°28'38" W
LF Recommended Fence Line Monitoring Location
333° NW
41°40'39" N 87°28'41" W
LF Recommended Fence Line Monitoring Location
41°40'34" N 87°28'35" W
BP23
BP24
DNF
BP22
Barscreen
BP21
BP20
Existing monitoring locations
Proposed new monitoring locations

APPENDIX D
IDS Identification by Process Unit

Unit Description	Component Tag	Component Type
11APS	AD-1	Atmospheric Drain
11APS	AD-1 (OSBL)	Atmospheric Drain
11APS	AD-10	Atmospheric Drain
11APS	AD-100	Atmospheric Drain
11APS	AD-100A	Atmospheric Drain
11APS	AD-101	Atmospheric Drain
11APS	AD-102	Atmospheric Drain
11APS	AD-103	Atmospheric Drain
11APS	AD-104	Atmospheric Drain
11APS	AD-106	Atmospheric Drain
11APS	AD-107	Atmospheric Drain
11APS	AD-11	Atmospheric Drain
11APS	AD-12	Atmospheric Drain
11APS	AD-13	Atmospheric Drain
11APS	AD-14	Atmospheric Drain
11APS	AD-15	Atmospheric Drain
11APS	AD-16	Atmospheric Drain
11APS	AD-16A	Atmospheric Drain
11APS	AD-18	Atmospheric Drain
11APS	AD-19	Atmospheric Drain
11APS	AD-2	Atmospheric Drain
11APS	AD-20	Atmospheric Drain
11APS	AD-21	Atmospheric Drain
11APS	AD-22	Atmospheric Drain
11APS	AD-23	Atmospheric Drain
11APS	AD-24	Atmospheric Drain
11APS	AD-29	Atmospheric Drain
11APS	AD-31	Atmospheric Drain
11APS	AD-32	Atmospheric Drain
11APS	AD-33	Atmospheric Drain
11APS	AD-34	Atmospheric Drain
11APS	AD-35	Atmospheric Drain
11APS	AD-36	Atmospheric Drain
11APS	AD-38	Atmospheric Drain
11APS	AD-39	Atmospheric Drain
11APS	AD-4	Atmospheric Drain
11APS	AD-40	Atmospheric Drain
11APS	AD-41	Atmospheric Drain
11APS	AD-44	Atmospheric Drain
11APS	AD-45	Atmospheric Drain

11APS	AD-46	Atmospheric Drain
11APS	AD-49	Atmospheric Drain
11APS	AD-5	Atmospheric Drain
11APS	AD-50	Atmospheric Drain
11APS	AD-51	Atmospheric Drain
11APS	AD-53	Atmospheric Drain
11APS	AD-55	Atmospheric Drain
11APS	AD-56	Atmospheric Drain
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11APS	AD-65	Atmospheric Drain
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11APS	AD-67	Atmospheric Drain
11APS	AD-68	Atmospheric Drain
11APS	AD-69	Atmospheric Drain
11APS	AD-7	Atmospheric Drain
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11APS	AD-85	Atmospheric Drain
11APS	AD-86	Atmospheric Drain
11APS	AD-87	Atmospheric Drain
11APS	AD-88	Atmospheric Drain
11APS	AD-9	Atmospheric Drain
11APS	AD-90	Atmospheric Drain
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11APS	AD-96	Atmospheric Drain
11APS	AD-97	Atmospheric Drain
11APS	AD-98	Atmospheric Drain

11APS	AD-99	Atmospheric Drain
11APS	CB-1	Catch Basin
11APS	CB-10	Catch Basin
11APS	CB-11	Catch Basin
11APS	CB-12	Catch Basin
11APS	CB-13	Catch Basin
11APS	CB-14	Catch Basin
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11APS	CB-19	Catch Basin
11APS	CB-2	Catch Basin
11APS	CB-20	Catch Basin
11APS	CB-3	Catch Basin
11APS	CB-4	Catch Basin
11APS	CB-5	Catch Basin
11APS	CB-6	Catch Basin
11APS	CB-7	Catch Basin
11APS	CB-8	Catch Basin
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11APS	MH-7-137	Manhole
11APS	MH-7-146	Manhole
11APS	MH-7-147	Manhole
11APS	MH-7-23	Manhole
11APS	MH-7-26	Manhole
11APS	MH-7-27	Manhole
11APS	PD-1	Paving Drain
11APS	PD-17	Paving Drain

11APS	PD-2	Paving Drain
11APS	PD-3	Paving Drain
11APS	PD-P3	Paving Drain
11APS	TK6-467839	Manhole
11APS	TK6-467840	Manhole
11APS	TK6-467841	Manhole
11APS	TK6-467841.01	Manhole
11APS	TK6-467841.02	Manhole
11APS	TK6-467842	COVER
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11CPS	AD-10	Atmospheric Drain
11CPS	AD-11	Atmospheric Drain
11CPS	AD-12	Atmospheric Drain
11CPS	AD-13	Atmospheric Drain
11CPS	AD-14	Atmospheric Drain
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11CPS	AD-16	Atmospheric Drain
11CPS	AD-17	Atmospheric Drain
11CPS	AD-18	Atmospheric Drain
11CPS	AD-19	Atmospheric Drain
11CPS	AD-2	Atmospheric Drain
11CPS	AD-20	Atmospheric Drain
11CPS	AD-21	Atmospheric Drain
11CPS	AD-22	Atmospheric Drain
11CPS	AD-23	Atmospheric Drain
11CPS	AD-24	Atmospheric Drain
11CPS	AD-25	Atmospheric Drain
11CPS	AD-26	Atmospheric Drain
11CPS	AD-27	Atmospheric Drain
11CPS	AD-28	Atmospheric Drain
11CPS	AD-29	Atmospheric Drain
11CPS	AD-3	Atmospheric Drain
11CPS	AD-31	Atmospheric Drain
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11CPS	AD-33	Atmospheric Drain
11CPS	AD-34	Atmospheric Drain
11CPS	AD-35	Atmospheric Drain
11CPS	AD-36	Atmospheric Drain
11CPS	AD-37	Atmospheric Drain
11CPS	AD-38	Atmospheric Drain
11CPS	AD-39	Atmospheric Drain
11CPS	AD-4	Atmospheric Drain
11CPS	AD-40	Atmospheric Drain
11CPS	AD-41	Atmospheric Drain
11CPS	AD-42	Atmospheric Drain

11CPS	AD-43	Atmospheric Drain
11CPS	AD-44	Atmospheric Drain
11CPS	AD-45	Atmospheric Drain
11CPS	AD-47	Atmospheric Drain
11CPS	AD-48	Atmospheric Drain
11CPS	AD-49	Atmospheric Drain
11CPS	AD-5	Atmospheric Drain
11CPS	AD-50	Atmospheric Drain
11CPS	AD-51	Atmospheric Drain
11CPS	AD-52	Atmospheric Drain
11CPS	AD-54	Atmospheric Drain
11CPS	AD-55	Atmospheric Drain
11CPS	AD-56	Atmospheric Drain
11CPS	AD-57	Atmospheric Drain
11CPS	AD-58	Atmospheric Drain
11CPS	AD-59	Atmospheric Drain
11CPS	AD-6	Atmospheric Drain
11CPS	AD-7	Atmospheric Drain
11CPS	AD-8	Atmospheric Drain
11CPS	AD-9	Atmospheric Drain
11CPS	CB-2	Catch Basin
11CPS	CB-3	Catch Basin
11CPS	CO-1	Clean Out
11CPS	CO-10	Clean Out
11CPS	CO-11	Clean Out
11CPS	CO-12	Clean Out
11CPS	CO-13	Clean Out
11CPS	CO-14	Clean Out
11CPS	CO-15	Clean Out
11CPS	CO-16	Clean Out
11CPS	CO-17	Clean Out
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11CPS	CO-7	Clean Out
11CPS	CO-8	Clean Out
11CPS	CO-9	Clean Out
11CPS	MH-10	Manhole
11CPS	MH-4	Manhole
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11CPS	MH-7-28	Manhole
11CPS	MH-7-29	Manhole
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11CPS	PD-11	Paving Drain
11CPS	PD-12	Paving Drain
11CPS	PD-13	Paving Drain
11CPS	PD-14	Paving Drain
11CPS	PD-15	Paving Drain
11CPS	PD-16	Paving Drain
11CPS	PD-17	Paving Drain
11CPS	PD-18	Paving Drain
11CPS	PD-19	Paving Drain
11CPS	PD-2	Paving Drain
11CPS	PD-20	Paving Drain
11CPS	PD-21	Paving Drain
11CPS	PD-22	Paving Drain
11CPS	PD-23	Paving Drain
11CPS	PD-3	Paving Drain
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11CPS	PD-5	Paving Drain
11CPS	PD-6	Paving Drain
11CPS	PD-7	Paving Drain
11CPS	PD-8	Paving Drain
11CPS	PD-9	Paving Drain
12PS	AD-058	Atmospheric Drain
12PS	AD-059	Atmospheric Drain
12PS	AD-060	Atmospheric Drain
12PS	AD-061	Atmospheric Drain
12PS	AD-062	Atmospheric Drain
12PS	AD-063	Atmospheric Drain
12PS	AD-064	Atmospheric Drain
12PS	AD-065	Atmospheric Drain
12PS	AD-091	Atmospheric Drain
12PS	AD-095	Atmospheric Drain
12PS	AD-097	Atmospheric Drain
12PS	AD-098	Atmospheric Drain
12PS	AD-132	Atmospheric Drain
12PS	AD-133	Atmospheric Drain
12PS	AD-134	Atmospheric Drain
12PS	AD-160	Atmospheric Drain

12PS	AD-161	Atmospheric Drain
12PS	AD-162	Atmospheric Drain
12PS	AD-163	Atmospheric Drain
12PS	AD-164	Atmospheric Drain
12PS	AD-165	Atmospheric Drain
12PS	AD-166	Atmospheric Drain
12PS	AD-167	Atmospheric Drain
12PS	AD-168	Atmospheric Drain
12PS	AD-169	Atmospheric Drain
12PS	AD-170	Atmospheric Drain
12PS	AD-172	Atmospheric Drain
12PS	AD-173	Atmospheric Drain
12PS	AD-174	Atmospheric Drain
12PS	AD-175	Atmospheric Drain
12PS	AD-176	Atmospheric Drain
12PS	AD-177	Atmospheric Drain
12PS	AD-178	Atmospheric Drain
12PS	AD-179	Atmospheric Drain
12PS	AD-180	Atmospheric Drain
12PS	AD-181	Atmospheric Drain
12PS	AD-182	Atmospheric Drain
12PS	AD-183	Atmospheric Drain
12PS	AD-184	Atmospheric Drain
12PS	AD-185	Atmospheric Drain
12PS	AD-186	Atmospheric Drain
12PS	AD-187	Atmospheric Drain
12PS	AD-188	Atmospheric Drain
12PS	AD-189	Atmospheric Drain
12PS	AD-190	Atmospheric Drain
12PS	AD-191	Atmospheric Drain
12PS	AD-192	Atmospheric Drain
12PS	AD-193	Atmospheric Drain
12PS	AD-194	Atmospheric Drain
12PS	AD-195	Atmospheric Drain
12PS	AD-196	Atmospheric Drain
12PS	AD-197	Atmospheric Drain
12PS	AD-198	Atmospheric Drain
12PS	AD-199	Atmospheric Drain
12PS	AD-200	Atmospheric Drain
12PS	AD-201	Atmospheric Drain
12PS	AD-202	Atmospheric Drain
12PS	AD-203	Atmospheric Drain
12PS	AD-204	Atmospheric Drain
12PS	AD-205	Atmospheric Drain
12PS	AD-206	Atmospheric Drain

12PS	AD-207	Atmospheric Drain
12PS	AD-208	Atmospheric Drain
12PS	AD-209	Atmospheric Drain
12PS	AD-210	Atmospheric Drain
12PS	AD-211	Atmospheric Drain
12PS	AD-213	Atmospheric Drain
12PS	AD-214	Atmospheric Drain
12PS	AD-215	Atmospheric Drain
12PS	AD-216	Atmospheric Drain
12PS	AD-217	Atmospheric Drain
12PS	AD-218	Atmospheric Drain
12PS	AD-219	Atmospheric Drain
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12PS	AD-223	Atmospheric Drain
12PS	AD-224	Atmospheric Drain
12PS	AD-225	Atmospheric Drain
12PS	AD-226	Atmospheric Drain
12PS	AD-227	Atmospheric Drain
12PS	AD-228	Atmospheric Drain
12PS	AD-229	Atmospheric Drain
12PS	AD-230	Atmospheric Drain
12PS	AD-231	Atmospheric Drain
12PS	AD-232	Atmospheric Drain
12PS	AD-233	Atmospheric Drain
12PS	AD-234	Atmospheric Drain
12PS	AD-235	Atmospheric Drain
12PS	AD-236	Atmospheric Drain
12PS	AD-237	Atmospheric Drain
12PS	AD-238	Atmospheric Drain
12PS	AD-239	Atmospheric Drain
12PS	AD-240	Atmospheric Drain
12PS	AD-241	Atmospheric Drain
12PS	AD-242	Atmospheric Drain
12PS	AD-243	Atmospheric Drain
12PS	AD-244	Atmospheric Drain
12PS	AD-245	Atmospheric Drain
12PS	AD-246	Atmospheric Drain
12PS	AD-247	Atmospheric Drain
12PS	AD-248	Atmospheric Drain
12PS	AD-249	Atmospheric Drain
12PS	AD-250	Atmospheric Drain
12PS	AD-251	Atmospheric Drain
12PS	AD-252	Atmospheric Drain

12PS	AD-253	Atmospheric Drain
12PS	AD-254	Atmospheric Drain
12PS	AD-255	Atmospheric Drain
12PS	AD-256	Atmospheric Drain
12PS	AD-257	Atmospheric Drain
12PS	AD-258	Atmospheric Drain
12PS	AD-259	Atmospheric Drain
12PS	AD-260	Atmospheric Drain
12PS	AD-261	Atmospheric Drain
12PS	AD-262	Atmospheric Drain
12PS	AD-263	Atmospheric Drain
12PS	AD-264	Atmospheric Drain
12PS	AD-265	Atmospheric Drain
12PS	AD-266	Atmospheric Drain
12PS	AD-267	Atmospheric Drain
12PS	AD-268	Atmospheric Drain
12PS	AD-269	Atmospheric Drain
12PS	AD-270	Atmospheric Drain
12PS	AD-271	Atmospheric Drain
12PS	AD-272	Atmospheric Drain
12PS	AD-273	Atmospheric Drain
12PS	AD-274	Atmospheric Drain
12PS	AD-275	Atmospheric Drain
12PS	AD-276	Atmospheric Drain
12PS	AD-277	Atmospheric Drain
12PS	AD-278	Atmospheric Drain
12PS	AD-279	Atmospheric Drain
12PS	AD-280	Atmospheric Drain
12PS	AD-281	Atmospheric Drain
12PS	AD-282	Atmospheric Drain
12PS	AD-283	Atmospheric Drain
12PS	AD-284	Atmospheric Drain
12PS	AD-285	Atmospheric Drain
12PS	AD-286	Atmospheric Drain
12PS	AD-287	Atmospheric Drain
12PS	AD-288	Atmospheric Drain
12PS	AD-289	Atmospheric Drain
12PS	AD-290	Atmospheric Drain
12PS	AD-291	Atmospheric Drain
12PS	AD-292	Atmospheric Drain
12PS	AD-293	Atmospheric Drain
12PS	AD-294	Atmospheric Drain
12PS	AD-295	Atmospheric Drain
12PS	AD-296	Atmospheric Drain
12PS	AD-297	Atmospheric Drain

12PS	AD-298	Atmospheric Drain
12PS	AD-299	Atmospheric Drain
12PS	AD-300	Atmospheric Drain
12PS	AD-302	Atmospheric Drain
12PS	AD-303	Atmospheric Drain
12PS	AD-304	Atmospheric Drain
12PS	AD-305	Atmospheric Drain
12PS	AD-306	Atmospheric Drain
12PS	AD-307	Atmospheric Drain
12PS	AD-308	Atmospheric Drain
12PS	AD-309	Atmospheric Drain
12PS	AD-310	Atmospheric Drain
12PS	AD-311	Atmospheric Drain
12PS	AD-312	Atmospheric Drain
12PS	AD-313	Atmospheric Drain
12PS	AD-314	Atmospheric Drain
12PS	AD-315	Atmospheric Drain
12PS	AD-316	Atmospheric Drain
12PS	AD-317	Atmospheric Drain
12PS	AD-318	Atmospheric Drain
12PS	AD-319	Atmospheric Drain
12PS	AD-320	Atmospheric Drain
12PS	AD-321	Atmospheric Drain
12PS	AD-322	Atmospheric Drain
12PS	AD-323	Atmospheric Drain
12PS	AD-324	Atmospheric Drain
12PS	AD-325	Atmospheric Drain
12PS	AD-326	Atmospheric Drain
12PS	AD-327	Atmospheric Drain
12PS	AD-328	Atmospheric Drain
12PS	AD-329	Atmospheric Drain
12PS	AD-330	Atmospheric Drain
12PS	AD-331	Atmospheric Drain
12PS	AD-332	Atmospheric Drain
12PS	AD-333	Atmospheric Drain
12PS	AD-334	Atmospheric Drain
12PS	AD-335	Atmospheric Drain
12PS	AD-336	Atmospheric Drain
12PS	AD-337	Atmospheric Drain
12PS	AD-338	Atmospheric Drain
12PS	AD-339	Atmospheric Drain
12PS	AD-340	Atmospheric Drain
12PS	AD-341	Atmospheric Drain
12PS	AD-342	Atmospheric Drain
12PS	BB-001A	Manhole

12PS	BB-001B	Manhole
12PS	BB-001C	Manhole
12PS	BB-001D	Manhole
12PS	CB-042	Catch Basin
12PS	CB-043	Catch Basin
12PS	CB-044	Catch Basin
12PS	CB-053	Catch Basin
12PS	CB-054	Catch Basin
12PS	CB-055	Catch Basin
12PS	CB-056	Catch Basin
12PS	CB-057	Catch Basin
12PS	CB-058	Catch Basin
12PS	CB-059	Catch Basin
12PS	CB-060	Catch Basin
12PS	CO-048	Clean Out
12PS	CO-049	Clean Out
12PS	CO-050	Clean Out
12PS	CO-051	Clean Out
12PS	CO-052	Clean Out
12PS	CO-053	Clean Out
12PS	CO-054	Clean Out
12PS	CO-055	Clean Out
12PS	CO-056	Clean Out
12PS	CO-057	Clean Out
12PS	CO-058	Clean Out
12PS	CO-059	Clean Out
12PS	CO-060	Clean Out
12PS	CO-061	Clean Out
12PS	CO-062	Clean Out
12PS	CO-063	Clean Out
12PS	CO-064	Clean Out
12PS	CO-065	Clean Out
12PS	CO-066	Clean Out
12PS	CO-067	Clean Out
12PS	CO-068	Clean Out
12PS	CO-069	Clean Out
12PS	CO-070	Clean Out
12PS	CO-071	Clean Out
12PS	CO-072	Clean Out
12PS	CO-073	Clean Out
12PS	CO-074	Clean Out
12PS	CO-075	Clean Out
12PS	CO-076	Clean Out
12PS	CO-078	Clean Out
12PS	CO-079	Clean Out

12PS	CO-080	Clean Out
12PS	CO-081	Clean Out
12PS	CO-082	Clean Out
12PS	CO-083	Clean Out
12PS	CO-084	Clean Out
12PS	CO-085	Clean Out
12PS	CO-086	Clean Out
12PS	CO-087	Clean Out
12PS	CO-088	Clean Out
12PS	CO-089	Clean Out
12PS	CO-090	Clean Out
12PS	CO-091	Clean Out
12PS	CO-092	Clean Out
12PS	CO-093	Clean Out
12PS	CO-094	Clean Out
12PS	CO-095	Clean Out
12PS	CO-096	Clean Out
12PS	CO-097	Clean Out
12PS	CO-100	Clean Out
12PS	CO-101	Clean Out
12PS	CO-102	Clean Out
12PS	CO-103	Clean Out
12PS	CO-104	Clean Out
12PS	CO-31	Clean Out
12PS	CO-33	Clean Out
12PS	CO-98	Clean Out
12PS	CO-99	Clean Out
12PS	CWS-002	Drain
12PS	MH-10	Manhole
12PS	MH-11	Manhole
12PS	MH-12	Manhole
12PS	MH-13	Manhole
12PS	MH-14-18	Manhole
12PS	MH-14-21	Manhole
12PS	MH-7	Manhole
12PS	MH-8	Manhole
12PS	MH-9	Manhole
12PS	PD-23	Paving Drain
12PS	PD-24	Paving Drain
12PS	PD-25	Paving Drain
12PS	PD-26	Paving Drain
12PS	PD-28	Paving Drain
12PS	S-201 (a)	Manhole
3SPS	AD-12	Atmospheric Drain
3SPS	Lime Sludge	Drain

3UF	AD-10	Atmospheric Drain
3UF	AD-11	Atmospheric Drain
3UF	AD-38	Atmospheric Drain
3UF	AD-39	Atmospheric Drain
3UF	AD-40	Atmospheric Drain
3UF	AD-41	Atmospheric Drain
3UF	AD-42	Atmospheric Drain
3UF	AD-43	Atmospheric Drain
3UF	AD-44	Atmospheric Drain
3UF	AD-45	Atmospheric Drain
3UF	AD-48	Atmospheric Drain
3UF	AD-49	Atmospheric Drain
3UF	AD-50	Atmospheric Drain
3UF	AD-51	Atmospheric Drain
3UF	AD-52	Atmospheric Drain
3UF	AD-53	Atmospheric Drain
3UF	AD-54	Atmospheric Drain
3UF	AD-55	Atmospheric Drain
3UF	AD-64	Atmospheric Drain
3UF	AD-65	Atmospheric Drain
3UF	AD-67	Atmospheric Drain
3UF	CO-11	Clean Out
3UF	CO-12	Clean Out
3UF	CO-14	Clean Out
4UF	AD 11	Atmospheric Drain
4UF	AD-1	Atmospheric Drain
4UF	AD-100	Atmospheric Drain
4UF	AD-101	Atmospheric Drain
4UF	AD-102	Atmospheric Drain
4UF	AD-103	Atmospheric Drain
4UF	AD-105	Atmospheric Drain
4UF	AD-106	Atmospheric Drain
4UF	AD-107	Atmospheric Drain
4UF	AD-108	Atmospheric Drain
4UF	AD-109	Atmospheric Drain
4UF	AD-110	Atmospheric Drain
4UF	AD-111	Atmospheric Drain
4UF	AD-112	Atmospheric Drain
4UF	AD-113	Atmospheric Drain
4UF	AD-114	Atmospheric Drain
4UF	AD-115	Atmospheric Drain
4UF	AD-116	Atmospheric Drain
4UF	AD-117	Atmospheric Drain
4UF	AD-118	Atmospheric Drain
4UF	AD-119	Atmospheric Drain

4UF	AD-11A	Atmospheric Drain
4UF	AD-11B	Atmospheric Drain
4UF	AD-12	Atmospheric Drain
4UF	AD-120	Atmospheric Drain
4UF	AD-121	Atmospheric Drain
4UF	AD-122	Atmospheric Drain
4UF	AD-123	Atmospheric Drain
4UF	AD-124	Atmospheric Drain
4UF	AD-125	Atmospheric Drain
4UF	AD-126	Atmospheric Drain
4UF	AD-127	Atmospheric Drain
4UF	AD-128	Atmospheric Drain
4UF	AD-129	Atmospheric Drain
4UF	AD-13	Atmospheric Drain
4UF	AD-130	Atmospheric Drain
4UF	AD-131	Atmospheric Drain
4UF	AD-132	Atmospheric Drain
4UF	AD-13A	Atmospheric Drain
4UF	AD-13B	Atmospheric Drain
4UF	AD-14	Atmospheric Drain
4UF	AD-15	Atmospheric Drain
4UF	AD-16	Atmospheric Drain
4UF	AD-18	Atmospheric Drain
4UF	AD-19	Atmospheric Drain
4UF	AD-2	Atmospheric Drain
4UF	AD-20	Atmospheric Drain
4UF	AD-20A	Atmospheric Drain
4UF	AD-22	Atmospheric Drain
4UF	AD-23	Atmospheric Drain
4UF	AD-25	Atmospheric Drain
4UF	AD-26	Atmospheric Drain
4UF	AD-29	Atmospheric Drain
4UF	AD-29A	Atmospheric Drain
4UF	AD-3	Atmospheric Drain
4UF	AD-30	Atmospheric Drain
4UF	AD-31	Atmospheric Drain
4UF	AD-32	Atmospheric Drain
4UF	AD-33	Atmospheric Drain
4UF	AD-34	Atmospheric Drain
4UF	AD-35	Atmospheric Drain
4UF	AD-35A	Atmospheric Drain
4UF	AD-36	Atmospheric Drain
4UF	AD-36A	Atmospheric Drain
4UF	AD-37	Atmospheric Drain
4UF	AD-38	Atmospheric Drain

4UF	AD-39	Atmospheric Drain
4UF	AD-4	Atmospheric Drain
4UF	AD-40	Atmospheric Drain
4UF	AD-41	Atmospheric Drain
4UF	AD-41A	Atmospheric Drain
4UF	AD-42	Atmospheric Drain
4UF	AD-43	Atmospheric Drain
4UF	AD-44	Atmospheric Drain
4UF	AD-45	Atmospheric Drain
4UF	AD-46	Atmospheric Drain
4UF	AD-47	Atmospheric Drain
4UF	AD-48	Atmospheric Drain
4UF	AD-49	Atmospheric Drain
4UF	AD-5	Atmospheric Drain
4UF	AD-50	Atmospheric Drain
4UF	AD-51	Atmospheric Drain
4UF	AD-52	Atmospheric Drain
4UF	AD-53	Atmospheric Drain
4UF	AD-54	Atmospheric Drain
4UF	AD-55	Atmospheric Drain
4UF	AD-56	Atmospheric Drain
4UF	AD-58	Atmospheric Drain
4UF	AD-59	Atmospheric Drain
4UF	AD-6	Atmospheric Drain
4UF	AD-60	Atmospheric Drain
4UF	AD-61	Atmospheric Drain
4UF	AD-62	Atmospheric Drain
4UF	AD-62A	Atmospheric Drain
4UF	AD-63	Atmospheric Drain
4UF	AD-64	Atmospheric Drain
4UF	AD-65	Atmospheric Drain
4UF	AD-66	Atmospheric Drain
4UF	AD-67	Atmospheric Drain
4UF	AD-67A	Atmospheric Drain
4UF	AD-67B	Atmospheric Drain
4UF	AD-68	Atmospheric Drain
4UF	AD-69	Atmospheric Drain
4UF	AD-7	Atmospheric Drain
4UF	AD-70	Atmospheric Drain
4UF	AD-71	Atmospheric Drain
4UF	AD-72	Atmospheric Drain
4UF	AD-73	Atmospheric Drain
4UF	AD-74	Atmospheric Drain
4UF	AD-75	Atmospheric Drain
4UF	AD-76	Atmospheric Drain

4UF	AD-78	Atmospheric Drain
4UF	AD-79	Atmospheric Drain
4UF	AD-8	Atmospheric Drain
4UF	AD-80	Atmospheric Drain
4UF	AD-81	Atmospheric Drain
4UF	AD-82	Atmospheric Drain
4UF	AD-83	Atmospheric Drain
4UF	AD-84	Atmospheric Drain
4UF	AD-85	Atmospheric Drain
4UF	AD-86	Atmospheric Drain
4UF	AD-87	Atmospheric Drain
4UF	AD-87A	Atmospheric Drain
4UF	AD-87B	Atmospheric Drain
4UF	AD-87C	Atmospheric Drain
4UF	AD-88	Atmospheric Drain
4UF	AD-89	Atmospheric Drain
4UF	AD-9	Atmospheric Drain
4UF	AD-90	Atmospheric Drain
4UF	AD-90A	Atmospheric Drain
4UF	AD-90B	Atmospheric Drain
4UF	AD-91	Atmospheric Drain
4UF	AD-92	Atmospheric Drain
4UF	AD-93	Atmospheric Drain
4UF	AD-94	Atmospheric Drain
4UF	AD-94A	Atmospheric Drain
4UF	AD-96	Atmospheric Drain
4UF	AD-97	Atmospheric Drain
4UF	AD-98	Atmospheric Drain
4UF	AD-99	Atmospheric Drain
4UF	CO-1	Clean Out
4UF	CO-10	Clean Out
4UF	CO-11	Clean Out
4UF	CO-12	Clean Out
4UF	CO-12A	Clean Out
4UF	CO-13	Clean Out
4UF	CO-14	Clean Out
4UF	CO-15	Clean Out
4UF	CO-16	Clean Out
4UF	CO-17	Clean Out
4UF	CO-18	Clean Out
4UF	CO-19	Clean Out
4UF	CO-2	Clean Out
4UF	CO-20	Clean Out
4UF	CO-21	Clean Out
4UF	CO-22	Clean Out

4UF	CO-23	Clean Out
4UF	CO-24	Clean Out
4UF	CO-25	Clean Out
4UF	CO-26	Clean Out
4UF	CO-27	Clean Out
4UF	CO-28	Clean Out
4UF	CO-29	Clean Out
4UF	CO-3	Clean Out
4UF	CO-30	Clean Out
4UF	CO-30A	Clean Out
4UF	CO-31	Clean Out
4UF	CO-32	Clean Out
4UF	CO-33	Clean Out
4UF	CO-34	Clean Out
4UF	CO-35	Clean Out
4UF	CO-36	Clean Out
4UF	CO-37	Clean Out
4UF	CO-38	Clean Out
4UF	CO-39	Clean Out
4UF	CO-40	Clean Out
4UF	CO-41	Clean Out
4UF	CO-43	Clean Out
4UF	CO-44	Clean Out
4UF	CO-45	Clean Out
4UF	CO-46	Clean Out
4UF	CO-47	Clean Out
4UF	CO-48	Clean Out
4UF	CO-49	Clean Out
4UF	CO-5	Clean Out
4UF	CO-51	Clean Out
4UF	CO-52	Clean Out
4UF	CO-53	Clean Out
4UF	CO-53A	Clean Out
4UF	CO-54	Clean Out
4UF	CO-55	Clean Out
4UF	CO-56	Clean Out
4UF	CO-57	Clean Out
4UF	CO-59	Clean Out
4UF	CO-5A	Clean Out
4UF	CO-6	Clean Out
4UF	CO-60	Clean Out
4UF	CO-61	Clean Out
4UF	CO-62	Clean Out
4UF	CO-63	Clean Out
4UF	CO-64	Clean Out

4UF	CO-64A	Clean Out
4UF	CO-65	Clean Out
4UF	CO-66	Clean Out
4UF	CO-67	Clean Out
4UF	CO-7	Clean Out
4UF	CO-70	Clean Out
4UF	CO-71	Clean Out
4UF	CO-73	Clean Out
4UF	CO-74	Clean Out
4UF	CO-8	Clean Out
4UF	CO-9	Clean Out
4UF	MH-07	Manhole
4UF	MH-08	Manhole
4UF	MH-1	Manhole
4UF	MH-10	Manhole
4UF	MH-11	Manhole
4UF	MH-12	Manhole
4UF	MH-13	Manhole
4UF	MH-14	Manhole
4UF	MH-15	Manhole
4UF	MH-16	Manhole
4UF	MH-17	Manhole
4UF	MH-2	Manhole
4UF	MH-23	Manhole
4UF	MH-3	Manhole
4UF	MH-4	Manhole
4UF	MH-5	Manhole
4UF	MH-6	Manhole
4UF	MH-9	Manhole
4UF	PD-1	Paving Drain
4UF	PD-10	Paving Drain
4UF	PD-11	Paving Drain
4UF	PD-12	Paving Drain
4UF	PD-13	Paving Drain
4UF	PD-14A	Paving Drain
4UF	PD-15	Paving Drain
4UF	PD-16	Paving Drain
4UF	PD-18	Paving Drain
4UF	PD-19	Paving Drain
4UF	PD-2	Paving Drain
4UF	PD-20	Paving Drain
4UF	PD-21	Paving Drain
4UF	PD-22	Paving Drain
4UF	PD-23	Paving Drain
4UF	PD-24	Paving Drain

4UF	PD-26	Paving Drain
4UF	PD-27	Paving Drain
4UF	PD-28	Paving Drain
4UF	PD-29	Paving Drain
4UF	PD-3	Paving Drain
4UF	PD-32	Paving Drain
4UF	PD-4	Paving Drain
4UF	PD-5A	Paving Drain
4UF	PD-6	Paving Drain
4UF	PD-7	Paving Drain
4UF	PD-8	Paving Drain
4UF	PD-8A	Paving Drain
4UF	PD-9	Paving Drain
Alky	MH-13-9	Manhole
ARU	AD-1	Atmospheric Drain
ARU	AD-10	Atmospheric Drain
ARU	AD-11	Atmospheric Drain
ARU	AD-12	Atmospheric Drain
ARU	AD-13	Atmospheric Drain
ARU	AD-14	Atmospheric Drain
ARU	AD-15	Atmospheric Drain
ARU	AD-16	Atmospheric Drain
ARU	AD-17	Atmospheric Drain
ARU	AD-18	Atmospheric Drain
ARU	AD-19	Atmospheric Drain
ARU	AD-2	Atmospheric Drain
ARU	AD-20	Atmospheric Drain
ARU	AD-20A	Atmospheric Drain
ARU	AD-21	Atmospheric Drain
ARU	AD-22	Atmospheric Drain
ARU	AD-23	Atmospheric Drain
ARU	AD-23A	Atmospheric Drain
ARU	AD-24	Atmospheric Drain
ARU	AD-25	Atmospheric Drain
ARU	AD-26	Atmospheric Drain
ARU	AD-27	Atmospheric Drain
ARU	AD-28	Atmospheric Drain
ARU	AD-29	Atmospheric Drain
ARU	AD-2A	Atmospheric Drain
ARU	AD-3	Atmospheric Drain
ARU	AD-30	Atmospheric Drain
ARU	AD-30A	Atmospheric Drain
ARU	AD-31	Atmospheric Drain
ARU	AD-32	Atmospheric Drain
ARU	AD-33	Atmospheric Drain

ARU	AD-34	Atmospheric Drain
ARU	AD-35	Atmospheric Drain
ARU	AD-36	Atmospheric Drain
ARU	AD-37	Atmospheric Drain
ARU	AD-38	Atmospheric Drain
ARU	AD-39	Atmospheric Drain
ARU	AD-40	Atmospheric Drain
ARU	AD-41	Atmospheric Drain
ARU	AD-42	Atmospheric Drain
ARU	AD-43	Atmospheric Drain
ARU	AD-44	Atmospheric Drain
ARU	AD-45	Atmospheric Drain
ARU	AD-46	Atmospheric Drain
ARU	AD-47	Atmospheric Drain
ARU	AD-48	Atmospheric Drain
ARU	AD-49	Atmospheric Drain
ARU	AD-5	Atmospheric Drain
ARU	AD-50	Atmospheric Drain
ARU	AD-51	Atmospheric Drain
ARU	AD-52	Atmospheric Drain
ARU	AD-53	Atmospheric Drain
ARU	AD-54	Atmospheric Drain
ARU	AD-55	Atmospheric Drain
ARU	AD-56	Atmospheric Drain
ARU	AD-57	Atmospheric Drain
ARU	AD-58	Atmospheric Drain
ARU	AD-6	Atmospheric Drain
ARU	AD-7	Atmospheric Drain
ARU	AD-8	Atmospheric Drain
ARU	AD-9	Atmospheric Drain
ARU	CB-4	Catch Basin
ARU	CO-1	Clean Out
ARU	CO-10	Clean Out
ARU	CO-10A	Clean Out
ARU	CO-10B	Clean Out
ARU	CO-11	Clean Out
ARU	CO-12	Clean Out
ARU	CO-12A	Clean Out
ARU	CO-2	Clean Out
ARU	CO-3	Clean Out
ARU	CO-4	Clean Out
ARU	CO-5	Clean Out
ARU	CO-5A	Clean Out
ARU	CO-6	Clean Out
ARU	CO-7	Clean Out

ARU	CO-7A	Clean Out
ARU	CO-8	Clean Out
ARU	CO-8B	Clean Out
ARU	CO-9	Clean Out
ARU	MH-1	Manhole
ARU	MH-2	Manhole
ARU	MH9-18	Manhole
ARU	MH9-19	Manhole
ARU	MH9-27A	Manhole
ARU	MH9-27B	Manhole
ARU	MH-9-42	Manhole
ARU	MH9-43	Manhole
ARU	MH9-44	Manhole
ARU	PD-17	Paving Drain
BOATD	MH-1	Manhole
BOATD	MH-2	Manhole
BOATD	MH-3	Manhole
BOATD	MH-4	Manhole
BOU	AD-1	Atmospheric Drain
BOU	AD-10	Atmospheric Drain
BOU	AD-11	Atmospheric Drain
BOU	AD-12	Atmospheric Drain
BOU	AD-13	Atmospheric Drain
BOU	AD-14	Atmospheric Drain
BOU	AD-15	Atmospheric Drain
BOU	AD-16	Atmospheric Drain
BOU	AD-17	Atmospheric Drain
BOU	AD-18	Atmospheric Drain
BOU	AD-19	Atmospheric Drain
BOU	AD-2	Atmospheric Drain
BOU	AD-20	Atmospheric Drain
BOU	AD-21	Atmospheric Drain
BOU	AD-22	Atmospheric Drain
BOU	AD-23	Atmospheric Drain
BOU	AD-24	Atmospheric Drain
BOU	AD-25	Atmospheric Drain
BOU	AD-26	Atmospheric Drain
BOU	AD-27	Atmospheric Drain
BOU	AD-28	Atmospheric Drain
BOU	AD-29	Atmospheric Drain
BOU	AD-3	Atmospheric Drain
BOU	AD-30	Atmospheric Drain
BOU	AD-31	Atmospheric Drain
BOU	AD-32	Atmospheric Drain
BOU	AD-33	Atmospheric Drain

BOU	AD-33A	Atmospheric Drain
BOU	AD-33B	Atmospheric Drain
BOU	AD-33C	Atmospheric Drain
BOU	AD-34	Atmospheric Drain
BOU	AD-34A	Atmospheric Drain
BOU	AD-34B	Atmospheric Drain
BOU	AD-34C	Atmospheric Drain
BOU	AD-34D	Atmospheric Drain
BOU	AD-35	Atmospheric Drain
BOU	AD-35A	Atmospheric Drain
BOU	AD-36	Atmospheric Drain
BOU	AD-36A	Atmospheric Drain
BOU	AD-37	Atmospheric Drain
BOU	AD-38	Atmospheric Drain
BOU	AD-39	Atmospheric Drain
BOU	AD-4	Atmospheric Drain
BOU	AD-40	Atmospheric Drain
BOU	AD-41	Atmospheric Drain
BOU	AD-41A	Atmospheric Drain
BOU	AD-41B	Atmospheric Drain
BOU	AD-41C	Atmospheric Drain
BOU	AD-42	Atmospheric Drain
BOU	AD-43	Atmospheric Drain
BOU	AD-44	Atmospheric Drain
BOU	AD-45	Atmospheric Drain
BOU	AD-46	Atmospheric Drain
BOU	AD-47	Atmospheric Drain
BOU	AD-49	Atmospheric Drain
BOU	AD-5	Atmospheric Drain
BOU	AD-50	Atmospheric Drain
BOU	AD-51	Atmospheric Drain
BOU	AD-52	Atmospheric Drain
BOU	AD-53	Atmospheric Drain
BOU	AD-54	Atmospheric Drain
BOU	AD-6	Atmospheric Drain
BOU	AD-7	Atmospheric Drain
BOU	AD-8	Atmospheric Drain
BOU	AD-9	Atmospheric Drain
BOU	CB-1	Catch Basin
BOU	CB-2	Catch Basin
BOU	CB-3	Catch Basin
BOU	CB-4	Catch Basin
BOU	CB-5	Catch Basin
BOU	CO-1	Clean Out
BOU	CO-10	Clean Out

BOU	CO-10A	Clean Out
BOU	CO-14	Clean Out
BOU	CO-15	Clean Out
BOU	CO-2	Clean Out
BOU	CO-3	Clean Out
BOU	CO-4	Clean Out
BOU	CO-5	Clean Out
BOU	CO-6	Clean Out
BOU	CO-7	Clean Out
BOU	CO-8	Clean Out
BOU	CO-8A	Clean Out
BOU	CO-8B	Clean Out
BOU	CO-9	Clean Out
BOU	CO-9A	Clean Out
BOU	MH-1	Manhole
BOU	MH-2	Manhole
BOU	MH-2A	Manhole
BOU	MH-3	Manhole
BOU	MH-4	Manhole
BOU	MH-4A	Manhole
BOU	MH-5	Manhole
BOU	MH-5A	Manhole
BOU	MH-6	Manhole
BOU	PD-14	Paving Drain
BTU	AD-1	Atmospheric Drain
BTU	AD-2	Atmospheric Drain
BTU	AD-3	Atmospheric Drain
BTU	AD-4	Atmospheric Drain
BTU	AD-5	Atmospheric Drain
BTU	AD-6	Atmospheric Drain
BTU	AD-7	Atmospheric Drain
BTU	AD-8	Atmospheric Drain
BTU	CB-1	Catch Basin
BTU	CB-2	Catch Basin
BTU	CO-1	Clean Out
BTU	CO-2	Clean Out
BTU	CO-3	Clean Out
BTU	CO-4	Clean Out
BTU	MH-1	Manhole
BTU	MH-2B	Manhole
BTU	MH-3B	Manhole
CFU	AD-1	Atmospheric Drain
CFU	AD-10	Atmospheric Drain
CFU	AD-100	Atmospheric Drain
CFU	AD-101	Atmospheric Drain

CFU	AD-101A	Atmospheric Drain
CFU	AD-102	Atmospheric Drain
CFU	AD-102A	Atmospheric Drain
CFU	AD-103	Atmospheric Drain
CFU	AD-104	Atmospheric Drain
CFU	AD-105	Atmospheric Drain
CFU	AD-106	Atmospheric Drain
CFU	AD-107	Atmospheric Drain
CFU	AD-108	Atmospheric Drain
CFU	AD-109	Atmospheric Drain
CFU	AD-11	Atmospheric Drain
CFU	AD-112	Atmospheric Drain
CFU	AD-113	Atmospheric Drain
CFU	AD-114	Atmospheric Drain
CFU	AD-115	Atmospheric Drain
CFU	AD-116	Atmospheric Drain
CFU	AD-117	Atmospheric Drain
CFU	AD-118	Atmospheric Drain
CFU	AD-119	Atmospheric Drain
CFU	AD-12	Atmospheric Drain
CFU	AD-120	Atmospheric Drain
CFU	AD-121	Atmospheric Drain
CFU	AD-122	Atmospheric Drain
CFU	AD-123	Atmospheric Drain
CFU	AD-125	Atmospheric Drain
CFU	AD-126	Atmospheric Drain
CFU	AD-128	Atmospheric Drain
CFU	AD-129	Atmospheric Drain
CFU	AD-13	Atmospheric Drain
CFU	AD-130	Atmospheric Drain
CFU	AD-131	Atmospheric Drain
CFU	AD-132	Atmospheric Drain
CFU	AD-133	Atmospheric Drain
CFU	AD-134	Atmospheric Drain
CFU	AD-14	Atmospheric Drain
CFU	AD-15	Atmospheric Drain
CFU	AD-16	Atmospheric Drain
CFU	AD-17	Atmospheric Drain
CFU	AD-18	Atmospheric Drain
CFU	AD-19	Atmospheric Drain
CFU	AD-2	Atmospheric Drain
CFU	AD-20	Atmospheric Drain
CFU	AD-21	Atmospheric Drain
CFU	AD-22	Atmospheric Drain
CFU	AD-23	Atmospheric Drain

CFU	AD-24	Atmospheric Drain
CFU	AD-25	Atmospheric Drain
CFU	AD-26	Atmospheric Drain
CFU	AD-27	Atmospheric Drain
CFU	AD-28	Atmospheric Drain
CFU	AD-29	Atmospheric Drain
CFU	AD-3	Atmospheric Drain
CFU	AD-30	Atmospheric Drain
CFU	AD-31	Atmospheric Drain
CFU	AD-32	Atmospheric Drain
CFU	AD-33	Atmospheric Drain
CFU	AD-34	Atmospheric Drain
CFU	AD-35	Atmospheric Drain
CFU	AD-36	Atmospheric Drain
CFU	AD-37	Atmospheric Drain
CFU	AD-38	Atmospheric Drain
CFU	AD-39	Atmospheric Drain
CFU	AD-4	Atmospheric Drain
CFU	AD-40	Atmospheric Drain
CFU	AD-40A	Atmospheric Drain
CFU	AD-41	Atmospheric Drain
CFU	AD-42	Atmospheric Drain
CFU	AD-43	Atmospheric Drain
CFU	AD-44	Atmospheric Drain
CFU	AD-45	Atmospheric Drain
CFU	AD-46	Atmospheric Drain
CFU	AD-47	Atmospheric Drain
CFU	AD-48	Atmospheric Drain
CFU	AD-49	Atmospheric Drain
CFU	AD-5	Atmospheric Drain
CFU	AD-50	Atmospheric Drain
CFU	AD-51	Atmospheric Drain
CFU	AD-52	Atmospheric Drain
CFU	AD-53	Atmospheric Drain
CFU	AD-54	Atmospheric Drain
CFU	AD-55	Atmospheric Drain
CFU	AD-56	Atmospheric Drain
CFU	AD-57	Atmospheric Drain
CFU	AD-59	Atmospheric Drain
CFU	AD-59A	Atmospheric Drain
CFU	AD-6	Atmospheric Drain
CFU	AD-60	Atmospheric Drain
CFU	AD-63	Atmospheric Drain
CFU	AD-64	Atmospheric Drain
CFU	AD-65	Atmospheric Drain

CFU	AD-66	Atmospheric Drain
CFU	AD-67	Atmospheric Drain
CFU	AD-68	Atmospheric Drain
CFU	AD-69	Atmospheric Drain
CFU	AD-6A	Atmospheric Drain
CFU	AD-7	Atmospheric Drain
CFU	AD-70	Atmospheric Drain
CFU	AD-71	Atmospheric Drain
CFU	AD-72	Atmospheric Drain
CFU	AD-73	Atmospheric Drain
CFU	AD-74	Atmospheric Drain
CFU	AD-75	Atmospheric Drain
CFU	AD-76	Atmospheric Drain
CFU	AD-77	Atmospheric Drain
CFU	AD-78	Atmospheric Drain
CFU	AD-79	Atmospheric Drain
CFU	AD-8	Atmospheric Drain
CFU	AD-80	Atmospheric Drain
CFU	AD-81	Atmospheric Drain
CFU	AD-82	Atmospheric Drain
CFU	AD-83	Atmospheric Drain
CFU	AD-84	Atmospheric Drain
CFU	AD-85	Atmospheric Drain
CFU	AD-86	Atmospheric Drain
CFU	AD-87	Atmospheric Drain
CFU	AD-88	Atmospheric Drain
CFU	AD-89	Atmospheric Drain
CFU	AD-9	Atmospheric Drain
CFU	AD-90	Atmospheric Drain
CFU	AD-91	Atmospheric Drain
CFU	AD-92	Atmospheric Drain
CFU	AD-93	Atmospheric Drain
CFU	AD-94	Atmospheric Drain
CFU	AD-95	Atmospheric Drain
CFU	AD-96	Atmospheric Drain
CFU	AD-97	Atmospheric Drain
CFU	AD-97A	Atmospheric Drain
CFU	AD-98	Atmospheric Drain
CFU	AD-99	Atmospheric Drain
CFU	CO-1	Clean Out
CFU	CO-10	Clean Out
CFU	CO-11	Clean Out
CFU	CO-12	Clean Out
CFU	CO-13	Clean Out
CFU	CO-14	Clean Out

CFU	CO-15	Clean Out
CFU	CO-16	Clean Out
CFU	CO-17	Clean Out
CFU	CO-18	Clean Out
CFU	CO-19	Clean Out
CFU	CO-19A	Clean Out
CFU	CO-1A	Clean Out
CFU	CO-2	Clean Out
CFU	CO-20	Clean Out
CFU	CO-21	Clean Out
CFU	CO-22	Clean Out
CFU	CO-23	Clean Out
CFU	CO-24	Clean Out
CFU	CO-26	Clean Out
CFU	CO-27	Clean Out
CFU	CO-28	Clean Out
CFU	CO-29	Clean Out
CFU	CO-3	Clean Out
CFU	CO-30	Clean Out
CFU	CO-31	Clean Out
CFU	CO-32	Clean Out
CFU	CO-33	Clean Out
CFU	CO-35	Clean Out
CFU	CO-36	Clean Out
CFU	CO-37	Clean Out
CFU	CO-38	Clean Out
CFU	CO-39	Clean Out
CFU	CO-4	Clean Out
CFU	CO-40	Clean Out
CFU	CO-41	Clean Out
CFU	CO-42	Clean Out
CFU	CO-43	Clean Out
CFU	CO-44	Clean Out
CFU	CO-45	Clean Out
CFU	CO-46	Clean Out
CFU	CO-46A	Clean Out
CFU	CO-47	Clean Out
CFU	CO-48	Clean Out
CFU	CO-49	Clean Out
CFU	CO-50	Clean Out
CFU	CO-52	Clean Out
CFU	CO-53	Clean Out
CFU	CO-53A	Clean Out
CFU	CO-54	Clean Out
CFU	CO-55	Clean Out

CFU	CO-56	Clean Out
CFU	CO-58	Clean Out
CFU	CO-59	Clean Out
CFU	CO-6	Clean Out
CFU	CO-60	Clean Out
CFU	CO-63	Clean Out
CFU	CO-65	Clean Out
CFU	CO-68	Clean Out
CFU	CO-69	Clean Out
CFU	CO-6A	Clean Out
CFU	CO-7	Clean Out
CFU	CO-72	Clean Out
CFU	CO-73	Clean Out
CFU	CO-8	Clean Out
CFU	MH-1	Manhole
CFU	MH-6-38	Manhole
CFU	MH-9	Manhole
CFU	MH-9-25	Manhole
CFU	PD-1	Paving Drain
CFU	PD-16	Paving Drain
CFU	PD-17	Paving Drain
CFU	PD-2	Paving Drain
CFU	PD-22	Paving Drain
CFU	PD-24	Paving Drain
CFU	PD-25	Paving Drain
CFU	PD-26	Paving Drain
CFU	PD-27	Paving Drain
CFU	PD-28	Paving Drain
CFU	PD-31	Paving Drain
CFU	PD-32	Paving Drain
CFU	PD-33	Paving Drain
CFU	PD-4	Paving Drain
CFU	PD-6	Paving Drain
COKER2	AD-200	Atmospheric Drain
COKER2	AD-201	Atmospheric Drain
COKER2	AD-202	Atmospheric Drain
COKER2	AD-203	Atmospheric Drain
COKER2	AD-204	Atmospheric Drain
COKER2	AD-205	Atmospheric Drain
COKER2	AD-206	Atmospheric Drain
COKER2	AD-208	Atmospheric Drain
COKER2	AD-209	Atmospheric Drain
COKER2	AD-210	Atmospheric Drain
COKER2	AD-211	Atmospheric Drain
COKER2	AD-212	Atmospheric Drain

COKER2	AD-213	Atmospheric Drain
COKER2	AD-216	Atmospheric Drain
COKER2	AD-217	Atmospheric Drain
COKER2	AD-219A	Atmospheric Drain
COKER2	AD-219B	Atmospheric Drain
COKER2	AD-220	Atmospheric Drain
COKER2	AD-221	Atmospheric Drain
COKER2	AD-222	Atmospheric Drain
COKER2	AD-223	Atmospheric Drain
COKER2	AD-224	Atmospheric Drain
COKER2	AD-225	Atmospheric Drain
COKER2	AD-226	Atmospheric Drain
COKER2	AD-227	Atmospheric Drain
COKER2	AD-228	Atmospheric Drain
COKER2	AD-229	Atmospheric Drain
COKER2	AD-230	Atmospheric Drain
COKER2	AD-231	Atmospheric Drain
COKER2	AD-232	Atmospheric Drain
COKER2	AD-233	Atmospheric Drain
COKER2	AD-234	Atmospheric Drain
COKER2	AD-235	Atmospheric Drain
COKER2	AD-236	Atmospheric Drain
COKER2	AD-237	Atmospheric Drain
COKER2	AD-238	Atmospheric Drain
COKER2	AD-239	Atmospheric Drain
COKER2	AD-240	Atmospheric Drain
COKER2	AD-241	Atmospheric Drain
COKER2	AD-242	Atmospheric Drain
COKER2	AD-243	Atmospheric Drain
COKER2	AD-244	Atmospheric Drain
COKER2	AD-245	Atmospheric Drain
COKER2	AD-246	Atmospheric Drain
COKER2	AD-247	Atmospheric Drain
COKER2	AD-248	Atmospheric Drain
COKER2	AD-249	Atmospheric Drain
COKER2	AD-250	Atmospheric Drain
COKER2	AD-251	Atmospheric Drain
COKER2	AD-252	Atmospheric Drain
COKER2	AD-253	Atmospheric Drain
COKER2	AD-254	Atmospheric Drain
COKER2	AD-255	Atmospheric Drain
COKER2	AD-256	Atmospheric Drain
COKER2	AD-257	Atmospheric Drain
COKER2	AD-258	Atmospheric Drain
COKER2	AD-259	Atmospheric Drain

COKER2	AD-260	Atmospheric Drain
COKER2	AD-261	Atmospheric Drain
COKER2	AD-262	Atmospheric Drain
COKER2	AD-263	Atmospheric Drain
COKER2	AD-264	Atmospheric Drain
COKER2	AD-265	Atmospheric Drain
COKER2	AD-266	Atmospheric Drain
COKER2	AD-267	Atmospheric Drain
COKER2	AD-268	Atmospheric Drain
COKER2	AD-269	Atmospheric Drain
COKER2	AD-270	Atmospheric Drain
COKER2	AD-271	Atmospheric Drain
COKER2	AD-272	Atmospheric Drain
COKER2	AD-273	Atmospheric Drain
COKER2	AD-274	Atmospheric Drain
COKER2	AD-275	Atmospheric Drain
COKER2	AD-276	Atmospheric Drain
COKER2	AD-277	Atmospheric Drain
COKER2	AD-278	Atmospheric Drain
COKER2	AD-279	Atmospheric Drain
COKER2	AD-280	Atmospheric Drain
COKER2	AD-281	Atmospheric Drain
COKER2	AD-282	Atmospheric Drain
COKER2	AD-283	Atmospheric Drain
COKER2	AD-284	Atmospheric Drain
COKER2	AD-285	Atmospheric Drain
COKER2	AD-286	Atmospheric Drain
COKER2	AD-287	Atmospheric Drain
COKER2	AD-288	Atmospheric Drain
COKER2	AD-289	Atmospheric Drain
COKER2	AD-290	Atmospheric Drain
COKER2	AD-291	Atmospheric Drain
COKER2	AD-301	Atmospheric Drain
COKER2	AD-302	Atmospheric Drain
COKER2	AD-303	Atmospheric Drain
COKER2	AD-304	Atmospheric Drain
COKER2	AD-305	Atmospheric Drain
COKER2	AD-306	Atmospheric Drain
COKER2	CB-301	Catch Basin
COKER2	CO-200	Clean Out
COKER2	CO-200A	Clean Out
COKER2	CO-201	Clean Out
COKER2	CO-202	Clean Out
COKER2	CO-203	Clean Out
COKER2	CO-204	Clean Out

COKER2	CO-205	Clean Out
COKER2	CO-206	Clean Out
COKER2	CO-207	Clean Out
COKER2	CO-208	Clean Out
COKER2	CO-209	Clean Out
COKER2	CO-210	Clean Out
COKER2	CO-211	Clean Out
COKER2	CO-212	Clean Out
COKER2	CO-213	Clean Out
COKER2	CO-214	Clean Out
COKER2	CO-215	Clean Out
COKER2	CO-216	Clean Out
COKER2	CO-217	Clean Out
COKER2	CO-217A	Clean Out
COKER2	CO-218	Clean Out
COKER2	CO-219	Clean Out
COKER2	CO-220	Clean Out
COKER2	CO-220A	Clean Out
COKER2	CO-221	Clean Out
COKER2	CO-222	Clean Out
COKER2	CO-223	Clean Out
COKER2	CO-224	Clean Out
COKER2	CO-225	Clean Out
COKER2	CO-226	Clean Out
COKER2	CO-227	Clean Out
COKER2	CO-228	Clean Out
COKER2	CO-229	Clean Out
COKER2	CO-230	Clean Out
COKER2	CO-231	Clean Out
COKER2	CO-232	Clean Out
COKER2	CO-233	Clean Out
COKER2	CO-234	Clean Out
COKER2	CO-235	Clean Out
COKER2	CO-236	Clean Out
COKER2	CO-237	Clean Out
COKER2	CO-238	Clean Out
COKER2	CO-239	Clean Out
COKER2	CO-240	Clean Out
COKER2	CO-301	Clean Out
COKER2	CO-302	Clean Out
COKER2	CO-303	Clean Out
COKER2	MH-301	Manhole
CRU	AD-100	Atmospheric Drain
CRU	AD-101	Atmospheric Drain
CRU	AD-102	Atmospheric Drain

CRU	AD-103	Atmospheric Drain
CRU	AD-104	Atmospheric Drain
CRU	AD-105	Atmospheric Drain
CRU	AD-106	Atmospheric Drain
CRU	AD-107	Atmospheric Drain
CRU	AD-110	Atmospheric Drain
CRU	AD-111	Atmospheric Drain
CRU	AD-112	Atmospheric Drain
CRU	AD-113	Atmospheric Drain
CRU	AD-114	Atmospheric Drain
CRU	AD-115	Atmospheric Drain
CRU	AD-116	Atmospheric Drain
CRU	AD-119	Atmospheric Drain
CRU	AD-119A	Atmospheric Drain
CRU	AD-119B	Atmospheric Drain
CRU	AD-121	Atmospheric Drain
CRU	AD-126	Atmospheric Drain
CRU	AD-127	Atmospheric Drain
CRU	AD-128	Atmospheric Drain
CRU	AD-131	Atmospheric Drain
CRU	AD-132A	Atmospheric Drain
CRU	AD-133	Atmospheric Drain
CRU	AD-134	Atmospheric Drain
CRU	AD-135	Atmospheric Drain
CRU	AD-135A	Atmospheric Drain
CRU	AD-136	Atmospheric Drain
CRU	AD-137	Atmospheric Drain
CRU	AD-138	Atmospheric Drain
CRU	AD-139	Atmospheric Drain
CRU	AD-140	Atmospheric Drain
CRU	AD-141	Atmospheric Drain
CRU	AD-142	Atmospheric Drain
CRU	AD-143	Atmospheric Drain
CRU	AD-144	Atmospheric Drain
CRU	AD-145	Atmospheric Drain
CRU	AD-146	Atmospheric Drain
CRU	AD-153	Atmospheric Drain
CRU	AD-154	Atmospheric Drain
CRU	AD-155	Atmospheric Drain
CRU	AD-156	Atmospheric Drain
CRU	AD-158	Atmospheric Drain
CRU	AD-160	Atmospheric Drain
CRU	AD-161	Atmospheric Drain
CRU	AD-164	Atmospheric Drain
CRU	AD-165	Atmospheric Drain

CRU	AD-166	Atmospheric Drain
CRU	AD-167	Atmospheric Drain
CRU	AD-168	Atmospheric Drain
CRU	AD-169	Atmospheric Drain
CRU	AD-170	Atmospheric Drain
CRU	AD-171	Atmospheric Drain
CRU	AD-172	Atmospheric Drain
CRU	AD-173	Atmospheric Drain
CRU	AD-175	Atmospheric Drain
CRU	AD-176	Atmospheric Drain
CRU	AD-177	Atmospheric Drain
CRU	AD-178	Atmospheric Drain
CRU	AD-179	Atmospheric Drain
CRU	AD-180	Atmospheric Drain
CRU	AD-181	Atmospheric Drain
CRU	AD-182	Atmospheric Drain
CRU	AD-188	Atmospheric Drain
CRU	AD-189	Atmospheric Drain
CRU	AD-190	Atmospheric Drain
CRU	AD-191	Atmospheric Drain
CRU	AD-192	Atmospheric Drain
CRU	AD-193	Atmospheric Drain
CRU	AD-194	Atmospheric Drain
CRU	AD-195	Atmospheric Drain
CRU	AD-196	Atmospheric Drain
CRU	AD-197	Atmospheric Drain
CRU	AD-199	Atmospheric Drain
CRU	AD-200	Atmospheric Drain
CRU	AD-201	Atmospheric Drain
CRU	AD-202	Atmospheric Drain
CRU	AD-203	Atmospheric Drain
CRU	AD-204	Atmospheric Drain
CRU	AD-205	Atmospheric Drain
CRU	AD-206	Atmospheric Drain
CRU	AD-207	Atmospheric Drain
CRU	AD-208	Atmospheric Drain
CRU	AD-209	Atmospheric Drain
CRU	AD-210	Atmospheric Drain
CRU	AD-211	Atmospheric Drain
CRU	AD-212	Atmospheric Drain
CRU	AD-213	Atmospheric Drain
CRU	AD-214	Atmospheric Drain
CRU	AD-215	Atmospheric Drain
CRU	AD-216	Atmospheric Drain
CRU	AD-217	Atmospheric Drain

CRU	AD-221	Atmospheric Drain
CRU	AD-222	Atmospheric Drain
CRU	AD-223	Atmospheric Drain
CRU	AD-232	Atmospheric Drain
CRU	AD-240	Atmospheric Drain
CRU	AD-242	Atmospheric Drain
CRU	AD-246	Atmospheric Drain
CRU	AD-38	Atmospheric Drain
CRU	AD-39	Atmospheric Drain
CRU	AD-39A	Atmospheric Drain
CRU	AD-40	Atmospheric Drain
CRU	AD-43	Atmospheric Drain
CRU	AD-46	Atmospheric Drain
CRU	AD-48	Atmospheric Drain
CRU	AD-49	Atmospheric Drain
CRU	AD-52	Atmospheric Drain
CRU	AD-53	Atmospheric Drain
CRU	AD-56	Atmospheric Drain
CRU	AD-57	Atmospheric Drain
CRU	AD-58	Atmospheric Drain
CRU	AD-59	Atmospheric Drain
CRU	AD-60	Atmospheric Drain
CRU	AD-62	Atmospheric Drain
CRU	AD-63	Atmospheric Drain
CRU	AD-64	Atmospheric Drain
CRU	AD-66	Atmospheric Drain
CRU	AD-67	Atmospheric Drain
CRU	AD-68	Atmospheric Drain
CRU	AD-70	Atmospheric Drain
CRU	AD-80	Atmospheric Drain
CRU	AD-81	Atmospheric Drain
CRU	AD-83	Atmospheric Drain
CRU	AD-84	Atmospheric Drain
CRU	AD-85	Atmospheric Drain
CRU	AD-99	Atmospheric Drain
CRU	CB-1	Catch Basin
CRU	CO-1	Clean Out
CRU	CO-10	Clean Out
CRU	CO-12	Clean Out
CRU	CO-13	Clean Out
CRU	CO-14	Clean Out
CRU	CO-15	Clean Out
CRU	CO-18	Clean Out
CRU	CO-19	Clean Out
CRU	CO-2	Clean Out

CRU	CO-20	Clean Out
CRU	CO-21	Clean Out
CRU	CO-22	Clean Out
CRU	CO-3	Clean Out
CRU	CO-4	Clean Out
CRU	CO-5	Clean Out
CRU	CO-6	Clean Out
CRU	CO-7	Clean Out
CRU	CO-8	Clean Out
CRU	CO-9	Clean Out
CRU	MH-1	Manhole
CRU	MH-2	Manhole
CRU	MH-3	Manhole
CRU	MH-4	Manhole
CRU	MH-5	Manhole
CRU	MH-6	Manhole
CRU	MH-7	Manhole
CRU	MH-8	Manhole
CRU	PD-1	Paving Drain
CRU	PD-10	Paving Drain
CRU	PD-101	Paving Drain
CRU	PD-12	Paving Drain
CRU	PD-13	Paving Drain
CRU	PD-14	Paving Drain
CRU	PD-15	Paving Drain
CRU	PD-17	Paving Drain
CRU	PD-18	Paving Drain
CRU	PD-19	Paving Drain
CRU	PD-2	Paving Drain
CRU	PD-20	Paving Drain
CRU	PD-21	Paving Drain
CRU	PD-22	Paving Drain
CRU	PD-23	Paving Drain
CRU	PD-24	Paving Drain
CRU	PD-25	Paving Drain
CRU	PD-27	Paving Drain
CRU	PD-28	Paving Drain
CRU	PD-29	Paving Drain
CRU	PD-30	Paving Drain
CRU	PD-31	Paving Drain
CRU	PD-32	Paving Drain
CRU	PD-4	Paving Drain
CRU	PD-5	Paving Drain
CRU	PD-8	Paving Drain
CRU	PD-9	Paving Drain

DDU	AD-38	Atmospheric Drain
DDU	AD-39	Atmospheric Drain
DDU	AD-40	Atmospheric Drain
DDU	CO-1	Clean Out
DDU	MH-15	Manhole
DDU	PD-3	Paving Drain
DHT	AD-12A	Atmospheric Drain
DHT	AD-12B	Atmospheric Drain
DHT	AD-19A	Atmospheric Drain
DHT	AD-1A	Atmospheric Drain
DHT	AD-1B	Atmospheric Drain
DHT	AD-20A	Atmospheric Drain
DHT	AD-28A	Atmospheric Drain
DHT	BB-1	Manhole
DHT	CB-13A	Catch Basin
DHT	CO-3A	Clean Out
DHT	CO-3B	Clean Out
DHT	CO-4A	Clean Out
DHT	CO-4B	Clean Out
FCU5	AD-1	Atmospheric Drain
FCU5	AD-1A	Atmospheric Drain
FCU5	AD-2	Atmospheric Drain
FCU5	AD-3	Atmospheric Drain
FCU5	AD-5	Atmospheric Drain
FCU5	AD-6	Atmospheric Drain
FCU5	AD-7	Atmospheric Drain
FCU5	AD-7A	Atmospheric Drain
FCU5	CO-1	Clean Out
FCU5	CO-10	Clean Out
FCU5	CO-2	Clean Out
FCU5	CO-3	Clean Out
FCU5	CO-4	Clean Out
FCU5	CO-5	Clean Out
FCU5	CO-6	Clean Out
FCU5	CO-7	Clean Out
FCU5	CO-9	Clean Out
FCU5	MH-10A	Manhole
FCU5	MH-11A	Manhole
FCU5	MH-11B	Manhole
FCU5	MH-11C	Manhole
FCU5	MH-11D	Manhole
FCU5	MH-12A	Manhole
FCU5	MH-13-48A	Manhole
FCU5	MH-13-48B	Manhole
FCU5	MH-13-48C	Manhole

FCU5	MH-13-48D	Manhole
FCU5	MH-13-57	Manhole
FCU5	MH-13-59	Manhole
FCU5	MH-13-59A	Manhole
FCU5	MH-1A	Manhole
FCU5	MH-1B	Manhole
FCU5	MH-1C	Manhole
FCU5	MH-1D	Manhole
FCU5	MH-6A	Manhole
FCU5	MH-6B	Manhole
FCU5	MH-73A	Manhole
FCU5	MH-73B	Manhole
FCU5	MH-77	Manhole
FCU5	PD-1	Paving Drain
FCU5	PD-2	Paving Drain
FCU5	PD-20	Paving Drain
FCU5	PD-21	Paving Drain
FCU5	PD-22	Paving Drain
FCU5	PD-24	Paving Drain
FCU6	AD-10	Atmospheric Drain
FCU6	AD-11	Atmospheric Drain
FCU6	AD-12	Atmospheric Drain
FCU6	AD-13	Atmospheric Drain
FCU6	AD-6	Atmospheric Drain
FCU6	AD-7	Atmospheric Drain
FCU6	AD-8	Atmospheric Drain
FCU6	AD-9	Atmospheric Drain
FCU6	MH-11A	Manhole
FCU6	MH-11B	Manhole
FCU6	MH-11C	Manhole
FCU6	MH-11D	Manhole
FCU6	MH-1A	Manhole
FCU6	MH-1B	Manhole
FCU6	MH-1C	Manhole
FCU6	MH-1D	Manhole
FCU6	MH-6A	Manhole
FCU6	MH-6B	Manhole
FCU6	PD-10B	Paving Drain
FGRU	AD-1	Atmospheric Drain
FGRU	AD-10	Atmospheric Drain
FGRU	AD-11	Atmospheric Drain
FGRU	AD-12	Atmospheric Drain
FGRU	AD-13	Atmospheric Drain
FGRU	AD-14	Atmospheric Drain
FGRU	AD-15	Atmospheric Drain

FGRU	AD-17	Atmospheric Drain
FGRU	AD-18	Atmospheric Drain
FGRU	AD-19	Atmospheric Drain
FGRU	AD-2	Atmospheric Drain
FGRU	AD-20	Atmospheric Drain
FGRU	AD-22	Atmospheric Drain
FGRU	AD-23	Atmospheric Drain
FGRU	AD-24	Atmospheric Drain
FGRU	AD-25	Atmospheric Drain
FGRU	AD-253	Atmospheric Drain
FGRU	AD-254	Atmospheric Drain
FGRU	AD-26	Atmospheric Drain
FGRU	AD-27	Atmospheric Drain
FGRU	AD-28	Atmospheric Drain
FGRU	AD-3	Atmospheric Drain
FGRU	AD-4	Atmospheric Drain
FGRU	AD-5	Atmospheric Drain
FGRU	AD-6	Atmospheric Drain
FGRU	AD-7	Atmospheric Drain
FGRU	AD-8	Atmospheric Drain
FGRU	AD-9	Atmospheric Drain
FGRU	CO-1	Clean Out
FGRU	CO-11	Clean Out
FGRU	CO-12	Clean Out
FGRU	CO-16	Clean Out
FGRU	CO-18	Clean Out
FGRU	CO-20	Clean Out
FGRU	CO-24	Clean Out
FGRU	CO-3	Clean Out
FGRU	CO-6	Clean Out
FGRU	CO-8	Clean Out
FGRU	MH-13-56	Manhole
FGRU	MH-13-63	Manhole
FGRU	MH-17	Manhole
FGRU	MH-19	Manhole
FGRU	MH-21	Manhole
FWB	MH-1	Manhole
FWB	PD-1	Paving Drain
GOHT	AD-01	Atmospheric Drain
GOHT	AD-02	Atmospheric Drain
GOHT	AD-03	Atmospheric Drain
GOHT	AD-04	Atmospheric Drain
GOHT	AD-05	Atmospheric Drain
GOHT	AD-06	Atmospheric Drain
GOHT	AD-07	Atmospheric Drain

GOHT	AD-08	Atmospheric Drain
GOHT	AD-09	Atmospheric Drain
GOHT	AD-10	Atmospheric Drain
GOHT	AD-11	Atmospheric Drain
GOHT	AD-12	Atmospheric Drain
GOHT	AD-13	Atmospheric Drain
GOHT	AD-14	Atmospheric Drain
GOHT	AD-14A	Atmospheric Drain
GOHT	AD-15	Atmospheric Drain
GOHT	AD-16	Atmospheric Drain
GOHT	AD-17	Atmospheric Drain
GOHT	AD-18	Atmospheric Drain
GOHT	AD-19	Atmospheric Drain
GOHT	AD-20	Atmospheric Drain
GOHT	AD-21	Atmospheric Drain
GOHT	AD-22	Atmospheric Drain
GOHT	AD-23	Atmospheric Drain
GOHT	AD-24	Atmospheric Drain
GOHT	AD-25	Atmospheric Drain
GOHT	AD-26	Atmospheric Drain
GOHT	AD-27	Atmospheric Drain
GOHT	AD-28	Atmospheric Drain
GOHT	AD-29	Atmospheric Drain
GOHT	AD-30	Atmospheric Drain
GOHT	AD-31	Atmospheric Drain
GOHT	AD-32	Atmospheric Drain
GOHT	AD-33	Atmospheric Drain
GOHT	AD-34	Atmospheric Drain
GOHT	AD-35	Atmospheric Drain
GOHT	AD-36	Atmospheric Drain
GOHT	AD-37	Atmospheric Drain
GOHT	AD-38	Atmospheric Drain
GOHT	AD-39	Atmospheric Drain
GOHT	AD-40	Atmospheric Drain
GOHT	AD-41	Atmospheric Drain
GOHT	AD-42	Atmospheric Drain
GOHT	AD-43	Atmospheric Drain
GOHT	AD-44	Atmospheric Drain
GOHT	AD-45	Atmospheric Drain
GOHT	AD-46	Atmospheric Drain
GOHT	AD-47	Atmospheric Drain
GOHT	AD-48	Atmospheric Drain
GOHT	AD-49	Atmospheric Drain
GOHT	AD-50	Atmospheric Drain
GOHT	AD-51	Atmospheric Drain

GOHT	AD-52	Atmospheric Drain
GOHT	AD-53	Atmospheric Drain
GOHT	AD-54	Atmospheric Drain
GOHT	AD-55	Atmospheric Drain
GOHT	AD-56	Atmospheric Drain
GOHT	AD-57	Atmospheric Drain
GOHT	AD-58	Atmospheric Drain
GOHT	AD-59	Atmospheric Drain
GOHT	AD-60	Atmospheric Drain
GOHT	AD-61	Atmospheric Drain
GOHT	AD-62	Atmospheric Drain
GOHT	AD-63	Atmospheric Drain
GOHT	AD-64	Atmospheric Drain
GOHT	AD-65	Atmospheric Drain
GOHT	AD-66	Atmospheric Drain
GOHT	AD-67	Atmospheric Drain
GOHT	AD-68	Atmospheric Drain
GOHT	AD-69	Atmospheric Drain
GOHT	AD-70	Atmospheric Drain
GOHT	AD-71	Atmospheric Drain
GOHT	AD-72	Atmospheric Drain
GOHT	AD-73	Atmospheric Drain
GOHT	AD-74	Atmospheric Drain
GOHT	AD-75	Atmospheric Drain
GOHT	AD-76	Atmospheric Drain
GOHT	AD-77	Atmospheric Drain
GOHT	CO-01	Clean Out
GOHT	CO-02	Clean Out
GOHT	CO-03	Clean Out
GOHT	CO-04	Clean Out
GOHT	CO-05	Clean Out
GOHT	CO-06	Clean Out
GOHT	CO-07	Clean Out
GOHT	CO-08	Clean Out
GOHT	CO-09	Clean Out
GOHT	CO-10	Clean Out
GOHT	CO-11	Clean Out
GOHT	CO-12	Clean Out
GOHT	CO-13	Clean Out
GOHT	CO-14	Clean Out
GOHT	CO-15	Clean Out
GOHT	CO-16	Clean Out
GOHT	CO-17	Clean Out
GOHT	CO-18	Clean Out
GOHT	CO-19	Clean Out

GOHT	CO-20	Clean Out
GOHT	CO-21	Clean Out
GOHT	CO-22	Clean Out
GOHT	CO-24	Clean Out
GOHT	CO-24A	Clean Out
GOHT	CO-25	Clean Out
GOHT	CO-26	Clean Out
GOHT	CO-27	Clean Out
GOHT Flare	AD-01	Atmospheric Drain
GOHT Flare	AD-02	Atmospheric Drain
GOHT Flare	AD-03	Atmospheric Drain
GOHT Flare	AD-04	Atmospheric Drain
GOHT Flare	AD-05	Atmospheric Drain
GOHT Flare	CO-01	Clean Out
GOHT Flare	CO-02	Clean Out
GOHT Flare	CO-03	Clean Out
GOHT Flare	CO-04	Clean Out
GOHT Flare	CO-05	Clean Out
GOHT Flare	CO-06	Clean Out
GOHT Flare	CO-07	Clean Out
INDTK	3715	Drain
ISOM	AD-100	Atmospheric Drain
ISOM	AD-101	Atmospheric Drain
ISOM	AD-102	Atmospheric Drain
ISOM	AD-103	Atmospheric Drain
ISOM	AD-104	Atmospheric Drain
ISOM	AD-105	Atmospheric Drain
ISOM	AD-106	Atmospheric Drain
ISOM	AD-108	Atmospheric Drain
ISOM	AD-109	Atmospheric Drain
ISOM	AD-110	Atmospheric Drain
ISOM	AD-112	Atmospheric Drain
ISOM	AD-113	Atmospheric Drain
ISOM	AD-114	Atmospheric Drain
ISOM	AD-116	Atmospheric Drain
ISOM	AD-118	Atmospheric Drain
ISOM	AD-119	Atmospheric Drain
ISOM	AD-12	Atmospheric Drain
ISOM	AD-121	Atmospheric Drain
ISOM	AD-122	Atmospheric Drain
ISOM	AD-123	Atmospheric Drain
ISOM	AD-124	Atmospheric Drain
ISOM	AD-126	Atmospheric Drain
ISOM	AD-127	Atmospheric Drain
ISOM	AD-129	Atmospheric Drain

ISOM	AD-130	Atmospheric Drain
ISOM	AD-131	Atmospheric Drain
ISOM	AD-136	Atmospheric Drain
ISOM	AD-137	Atmospheric Drain
ISOM	AD-138	Atmospheric Drain
ISOM	AD-139	Atmospheric Drain
ISOM	AD-140	Atmospheric Drain
ISOM	AD-141	Atmospheric Drain
ISOM	AD-142	Atmospheric Drain
ISOM	AD-143	Atmospheric Drain
ISOM	AD-145	Atmospheric Drain
ISOM	AD-146	Atmospheric Drain
ISOM	AD-147	Atmospheric Drain
ISOM	AD-15	Atmospheric Drain
ISOM	AD-16	Atmospheric Drain
ISOM	AD-17	Atmospheric Drain
ISOM	AD-18	Atmospheric Drain
ISOM	AD-188	Atmospheric Drain
ISOM	AD-19	Atmospheric Drain
ISOM	AD-2	Atmospheric Drain
ISOM	AD-20	Atmospheric Drain
ISOM	AD-21	Atmospheric Drain
ISOM	AD-213	Atmospheric Drain
ISOM	AD-215	Atmospheric Drain
ISOM	AD-22	Atmospheric Drain
ISOM	AD-23	Atmospheric Drain
ISOM	AD-24	Atmospheric Drain
ISOM	AD-25	Atmospheric Drain
ISOM	AD-27	Atmospheric Drain
ISOM	AD-28	Atmospheric Drain
ISOM	AD-29	Atmospheric Drain
ISOM	AD-3	Atmospheric Drain
ISOM	AD-30	Atmospheric Drain
ISOM	AD-31	Atmospheric Drain
ISOM	AD-32	Atmospheric Drain
ISOM	AD-33	Atmospheric Drain
ISOM	AD-34	Atmospheric Drain
ISOM	AD-35	Atmospheric Drain
ISOM	AD-40	Atmospheric Drain
ISOM	AD-41	Atmospheric Drain
ISOM	AD-45	Atmospheric Drain
ISOM	AD-46	Atmospheric Drain
ISOM	AD-47	Atmospheric Drain
ISOM	AD-48	Atmospheric Drain
ISOM	AD-50	Atmospheric Drain

ISOM	AD-51	Atmospheric Drain
ISOM	AD-53	Atmospheric Drain
ISOM	AD-54	Atmospheric Drain
ISOM	AD-55	Atmospheric Drain
ISOM	AD-58	Atmospheric Drain
ISOM	AD-6	Atmospheric Drain
ISOM	AD-61	Atmospheric Drain
ISOM	AD-63	Atmospheric Drain
ISOM	AD-64	Atmospheric Drain
ISOM	AD-65	Atmospheric Drain
ISOM	AD-66	Atmospheric Drain
ISOM	AD-67	Atmospheric Drain
ISOM	AD-69	Atmospheric Drain
ISOM	AD-70	Atmospheric Drain
ISOM	AD-71	Atmospheric Drain
ISOM	AD-72	Atmospheric Drain
ISOM	AD-73	Atmospheric Drain
ISOM	AD-74	Atmospheric Drain
ISOM	AD-75	Atmospheric Drain
ISOM	AD-76	Atmospheric Drain
ISOM	AD-77	Atmospheric Drain
ISOM	AD-78	Atmospheric Drain
ISOM	AD-79	Atmospheric Drain
ISOM	AD-80	Atmospheric Drain
ISOM	AD-82	Atmospheric Drain
ISOM	AD-83	Atmospheric Drain
ISOM	AD-84	Atmospheric Drain
ISOM	AD-86	Atmospheric Drain
ISOM	AD-88	Atmospheric Drain
ISOM	AD-91	Atmospheric Drain
ISOM	AD-92	Atmospheric Drain
ISOM	AD-94	Atmospheric Drain
ISOM	AD-97	Atmospheric Drain
ISOM	AD-98	Atmospheric Drain
ISOM	AD-99	Atmospheric Drain
ISOM	CO-1	Clean Out
ISOM	CO-10	Clean Out
ISOM	CO-11	Clean Out
ISOM	CO-12	Clean Out
ISOM	CO-13	Clean Out
ISOM	CO-14	Clean Out
ISOM	CO-15	Clean Out
ISOM	CO-18	Clean Out
ISOM	CO-19	Clean Out
ISOM	CO-2	Clean Out

ISOM	CO-20	Clean Out
ISOM	CO-21	Clean Out
ISOM	CO-22	Clean Out
ISOM	CO-23	Clean Out
ISOM	CO-26	Clean Out
ISOM	CO-28	Clean Out
ISOM	CO-29	Clean Out
ISOM	CO-3	Clean Out
ISOM	CO-30	Clean Out
ISOM	CO-31	Clean Out
ISOM	CO-4	Clean Out
ISOM	CO-5	Clean Out
ISOM	CO-6	Clean Out
ISOM	CO-7	Clean Out
ISOM	CO-8	Clean Out
ISOM	CO-9	Clean Out
ISOM	MH-1	Manhole
ISOM	MH-10	Manhole
ISOM	MH-10-126	Manhole
ISOM	MH-10-127	Manhole
ISOM	MH-10-133	Manhole
ISOM	MH-11	Manhole
ISOM	MH-12	Manhole
ISOM	MH-13	Manhole
ISOM	MH-14	Manhole
ISOM	MH-15	Manhole
ISOM	MH-1A	Manhole
ISOM	MH-2	Manhole
ISOM	MH-3	Manhole
ISOM	MH-4	Manhole
ISOM	MH-5	Manhole
ISOM	MH-6	Manhole
ISOM	MH-7	Manhole
ISOM	MH-8	Manhole
ISOM	MH-9	Manhole
ISOM	PD-1	Paving Drain
ISOM	PD-10	Paving Drain
ISOM	PD-11	Paving Drain
ISOM	PD-12	Paving Drain
ISOM	PD-15	Paving Drain
ISOM	PD-16	Paving Drain
ISOM	PD-17	Paving Drain
ISOM	PD-18	Paving Drain
ISOM	PD-19	Paving Drain
ISOM	PD-2	Paving Drain

ISOM	PD-20	Paving Drain
ISOM	PD-21	Paving Drain
ISOM	PD-22	Paving Drain
ISOM	PD-23	Paving Drain
ISOM	PD-24	Paving Drain
ISOM	PD-26	Paving Drain
ISOM	PD-27	Paving Drain
ISOM	PD-28	Paving Drain
ISOM	PD-29	Paving Drain
ISOM	PD-3	Paving Drain
ISOM	PD-30	Paving Drain
ISOM	PD-31	Paving Drain
ISOM	PD-32	Paving Drain
ISOM	PD-33	Paving Drain
ISOM	PD-34	Paving Drain
ISOM	PD-4	Paving Drain
ISOM	PD-5	Paving Drain
ISOM	PD-6	Paving Drain
ISOM	PD-7	Paving Drain
ISOM	PD-8	Paving Drain
ISOM	PD-9	Paving Drain
KM Coke	CB-101	Catch Basin
KM Coke	CB-102	Catch Basin
KM Coke	CB-201	Catch Basin
KM Coke	CB-202	Catch Basin
KM Coke	CB-203	Catch Basin
KM Coke	CB-204 (fuel pad)	Catch Basin
KM Coke	MH-101	Manhole
KM Coke	MH-103	Manhole
KM Coke	MH-201A	Manhole
KM Coke	MH-201B	Manhole
KM Coke	MH-202	Manhole
KM Coke	MH-203	Manhole
KM Coke	MH-204	Manhole
Lab	AD-2	Atmospheric Drain
LKFRONT	AD-09	Drain
LKFRONT	AD-10	Drain
LKFRONT	AD-11	Drain
LKFRONT	AD-12	Drain
LKFRONT	AD-13	Drain
LKFRONT	AD-14	Drain
LKFRONT	AD-15	Drain
LKFRONT	AD-16	Drain
LKFRONT	AD-17	Drain
LKFRONT	AD-18	Drain

LKFRONT	AD-19	Drain
LKFRONT	AD-20	Drain
LKFRONT	AD-21	Drain
LKFRONT	AD-22	Drain
LKFRONT	CB-07A	Catch Basin
LKFRONT	CB-07B	Catch Basin
LKFRONT	CB-08	Catch Basin
LKFRONT	CB-8A	Catch Basin
LKFRONT	CO-5	Clean Out
LKFRONT	MH-2-11	Manhole
LKFRONT	MH-2-4	Manhole
LKFRONT	MH-2A	Manhole
LKFRONT	MH-2C	Manhole
LKFRONT	MH-3	Manhole
LKFRONT	MH-3A	Manhole
LKFRONT	MH-4A	Manhole
LKFRONT	MH-4B	Manhole
LKFRONT	MH-5	Manhole
LKFRONT	MH-6	Manhole
LKFRONT	MH-6A	Manhole
LKFRONT	MH-7	Manhole
LKFRONT	MH-D1	Manhole
LKFRONT	PD-1	Paving Drain
NHT	AD-01	Atmospheric Drain
NHT	AD-02	Atmospheric Drain
NHT	AD-03	Atmospheric Drain
NHT	AD-04	Atmospheric Drain
NHT	AD-05	Atmospheric Drain
NHT	AD-06	Atmospheric Drain
NHT	AD-07	Atmospheric Drain
NHT	AD-08	Atmospheric Drain
NHT	AD-09	Atmospheric Drain
NHT	AD-10	Atmospheric Drain
NHT	AD-11	Atmospheric Drain
NHT	AD-12	Atmospheric Drain
NHT	AD-13	Atmospheric Drain
NHT	AD-14	Atmospheric Drain
NHT	AD-15	Atmospheric Drain
NHT	AD-16	Atmospheric Drain
NHT	AD-17	Atmospheric Drain
NHT	AD-18	Atmospheric Drain
NHT	AD-19	Atmospheric Drain
NHT	AD-20	Atmospheric Drain
NHT	AD-22	Atmospheric Drain
NHT	AD-27	Atmospheric Drain

NHT	AD-28	Atmospheric Drain
NHT	AD-29	Atmospheric Drain
NHT	AD-32	Atmospheric Drain
NHT	AD-33	Atmospheric Drain
NHT	AD-34	Atmospheric Drain
NHT	AD-36	Atmospheric Drain
NHT	AD-37	Atmospheric Drain
NHT	AD-38	Atmospheric Drain
NHT	AD-39	Atmospheric Drain
NHT	AD-40	Atmospheric Drain
NHT	AD-41	Atmospheric Drain
NHT	AD-42	Atmospheric Drain
NHT	AD-43	Atmospheric Drain
NHT	AD-44	Atmospheric Drain
NHT	AD-45	Atmospheric Drain
NHT	AD-46	Atmospheric Drain
NHT	AD-47	Atmospheric Drain
NHT	AD-48	Atmospheric Drain
NHT	AD-49	Atmospheric Drain
NHT	AD-50	Atmospheric Drain
NHT	AD-51	Atmospheric Drain
NHT	AD-52	Atmospheric Drain
NHT	AD-53	Atmospheric Drain
NHT	AD-53A	Atmospheric Drain
NHT	AD-54	Atmospheric Drain
NHT	AD-55	Atmospheric Drain
NHT	AD-56	Atmospheric Drain
NHT	AD-57	Atmospheric Drain
NHT	AD-58	Atmospheric Drain
NHT	AD-59	Atmospheric Drain
NHT	AD-60	Atmospheric Drain
NHT	AD-61	Atmospheric Drain
NHT	AD-62	Atmospheric Drain
NHT	AD-63	Atmospheric Drain
NHT	AD-64	Atmospheric Drain
NHT	AD-65	Atmospheric Drain
NHT	AD-66	Atmospheric Drain
NHT	AD-67	Atmospheric Drain
NHT	AD-68	Atmospheric Drain
NHT	AD-69	Atmospheric Drain
NHT	CO-01	Clean Out
NHT	CO-02	Clean Out
NHT	CO-04	Clean Out
NHT	CO-05 (a)	Clean Out
NHT	CO-06	Clean Out

NHT	CO-07	Clean Out
NHT	CO-08	Clean Out
NHT	CO-09	Clean Out
NHT	CO-11	Clean Out
NHT	CO-14	Clean Out
NHT	CO-19	Clean Out
NHT	CO-20	Clean Out
NHT	CO-22	Clean Out
NHT	CO-24	Clean Out
NHT	CO-25	Clean Out
NHT	CO-26	Clean Out
NHT	CO-27	Clean Out
NHT	CO-29	Clean Out
NHT	CO-30	Clean Out
NHT	CO-31	Clean Out
NHT	CO-32	Clean Out
NHT	CO-33	Clean Out
NHT	CO-35	Clean Out
NHT	CO-37	Clean Out
NHT	CO-38	Clean Out
NHT	CO-40	Clean Out
NHT	CO-41	Clean Out
NHT	CO-42	Clean Out
NHT	CO-43	Clean Out
NHT	CO-45	Clean Out
NHT	MH-11	Manhole
NSU	AD-100	Atmospheric Drain
NSU	AD-101	Atmospheric Drain
NSU	AD-102	Atmospheric Drain
NSU	AD-103	Atmospheric Drain
NSU	AD-104	Atmospheric Drain
NSU	AD-105	Atmospheric Drain
NSU	AD-106	Atmospheric Drain
NSU	AD-107	Atmospheric Drain
NSU	AD-108	Atmospheric Drain
NSU	AD-109	Atmospheric Drain
NSU	AD-110	Atmospheric Drain
NSU	AD-111	Atmospheric Drain
NSU	AD-112	Atmospheric Drain
NSU	AD-113	Atmospheric Drain
NSU	AD-114	Atmospheric Drain
NSU	AD-115	Atmospheric Drain
NSU	AD-116	Atmospheric Drain
NSU	AD-117	Atmospheric Drain
NSU	AD-118	Atmospheric Drain

NSU	AD-119	Atmospheric Drain
NSU	AD-120	Atmospheric Drain
NSU	AD-121	Atmospheric Drain
NSU	AD-122	Atmospheric Drain
NSU	AD-123	Atmospheric Drain
NSU	AD-124	Atmospheric Drain
NSU	AD-125	Atmospheric Drain
NSU	AD-126	Atmospheric Drain
NSU	AD-127	Atmospheric Drain
NSU	AD-128	Atmospheric Drain
NSU	AD-61	Atmospheric Drain
NSU	AD-62	Atmospheric Drain
NSU	AD-89	Atmospheric Drain
NSU	AD-90	Atmospheric Drain
NSU	AD-96	Atmospheric Drain
NSU	AD-97	Atmospheric Drain
NSU	AD-98	Atmospheric Drain
NSU	AD-99	Atmospheric Drain
NSU	CB-2	Catch Basin
NSU	CO-17	Clean Out
NSU	CO-18	Clean Out
NSU	CO-21	Clean Out
NSU	CO-22	Clean Out
NSU	CO-23	Clean Out
NSU	CO-24	Clean Out
NSU	CO-25	Clean Out
NSU	CO-26	Clean Out
NSU	CO-27	Clean Out
NSU	CO-28	Clean Out
NSU	CO-29	Clean Out
NSU	CO-4	Clean Out
NSU	MH-1	Manhole
NSU	MH-11	Manhole
NSU	MH-12	Manhole
NSU	MH-13-56	Manhole
NSU	MH-13-63	Manhole
NSU	MH-2	Manhole
NSU	MH-3	Manhole
NSU	MH-6	Manhole
NSU	MH-7	Manhole
NSU	PD-1	Paving Drain
NSU	PD-2	Paving Drain
NSU	PD-20	Paving Drain
NSU	PD-21	Paving Drain
NSU	PD-3	Paving Drain

NSU	PD-6	Paving Drain
NSU	PD-7	Paving Drain
Off Spec BT	AD-01	Drain
Off Spec BT	AD-02	Drain
Off Spec BT	AD-03	Drain
Off Spec BT	AD-04	Drain
Off Spec BT	CO-01	Clean Out
Off Spec BT	MH-01-1076	Manhole
OSBL1	AD-11	Atmospheric Drain
OSBL1	CO-1	Clean Out
OSBL1	CO-3	Clean Out
OSBL1	CO-4	Clean Out
OSBL1	MH-12-12	Manhole
OSBL1	MH-13-30	Manhole
OSBL1	MH-13-31	Manhole
OSBL1	MH-13-32	Manhole
OSBL1	MH-13-33	Manhole
OSBL1	MH-13-34	Manhole
OSBL1	MH-13-36	Manhole
OSBL1	MH-13-41	Manhole
OSBL1	MH-13-44	Manhole
OSBL1	MH-14-2	Manhole
OSBL1	MH-16-1	Manhole
OSBL1	MH-16-10	Manhole
OSBL1	MH-16-13	Manhole
OSBL1	MH-16-18	Manhole
OSBL1	MH-16-2	Manhole
OSBL1	MH-16-20	Manhole
OSBL1	MH-16-22	Manhole
OSBL1	MH-16-23	Manhole
OSBL1	MH-16-3	Manhole
OSBL1	MH-16-35	Manhole
OSBL1	MH-16-36	Manhole
OSBL1	MH-16-37	Manhole
OSBL1	MH-16-38	Manhole
OSBL1	MH-16-39	Manhole
OSBL1	MH-16-4	Manhole
OSBL1	MH-16-5	Manhole
OSBL1	MH-16-6	Manhole
OSBL1	MH-16-9	Manhole
OSBL1	MH-17-10A	Manhole
OSBL1	MH-17-10B	Manhole
OSBL1	MH-17-17	Manhole
OSBL1	MH-17-3	Manhole
OSBL1	MH-17-5	Manhole

OSBL1	MH-17-6	Manhole
OSBL1	MH-17-9	Manhole
OSBL1	PD-4	Paving Drain
OSBL1	CB-41	Catch Basin
OSBL1	CB-42	Catch Basin
OSBL1	CB-48	Catch Basin
OSBL1	CB-57	Catch Basin
OSBL1	CB-6	Catch Basin
OSBL1	CB-55	Catch Basin
OSBL1	CB-56	Catch Basin
OSBL1	CB-43	Catch Basin
OSBL1	CB-44	Catch Basin
OSBL1	CB-45	Catch Basin
OSBL1	CB-46	Catch Basin
OSBL1	CB-47	Catch Basin
OSBL1	CB-47A	Catch Basin
OSBL1	CB-49	Catch Basin
OSBL1	CB-50	Catch Basin
OSBL1	CB-51	Catch Basin
OSBL1	CB-51A	Catch Basin
OSBL1	CB-54	Catch Basin
OSBL1	CB-63	Catch Basin
OSBL1	CB-62	Catch Basin
OSBL1	CB-7	Catch Basin
OSBL1	CB-8	Catch Basin
OSBL1	CB-9	Catch Basin
OSBL1	CB-5	Catch Basin
OSBL2	CB-3	Catch Basin
OSBL2	CO-1	Clean Out
OSBL2	CO-2	Clean Out
OSBL2	MH-11-2	Manhole
OSBL2	MH-11-4	Manhole
OSBL2	MH-11-42	Manhole
OSBL2	MH-11-5	Manhole
OSBL2	MH-11-52	Manhole
OSBL2	MH-13-28	Manhole
OSBL2	MH-13-51A	Manhole
OSBL2	MH-13-51B	Manhole
OSBL2	MH-14-13A	Manhole
OSBL2	MH-14-13C	Manhole
OSBL2	MH-14-16	Manhole
OSBL2	MH-14-17	Manhole
OSBL2	MH-14-3	Manhole
OSBL2	MH-7-121	Manhole
OSBL2	MH-8-11A	Manhole

OSBL2	MH-8-11B	Manhole
OSBL2	MH-8-6	Manhole
OSBL2	MH-8-7A	Manhole
OSBL2	MH-8-7B	Manhole
OSBL2	MH-8-9A	Manhole
OSBL2	MH-8-9B	Manhole
OSBL3	CB-10	Catch Basin
OSBL3	CB-11	Catch Basin
OSBL3	CB-12	Catch Basin
OSBL3	CB-13	Catch Basin
OSBL3	CB-19	Catch Basin
OSBL3	CO-54	Clean Out
OSBL3	MH-10-1	Manhole
OSBL3	MH-10-122	Manhole
OSBL3	MH-10-18	Manhole
OSBL3	MH-10-2	Manhole
OSBL3	MH-10-23	Manhole
OSBL3	MH-10-44	Manhole
OSBL3	MH-10-45	Manhole
OSBL3	MH-10-46	Manhole
OSBL3	MH-10-47	Manhole
OSBL3	MH-10-56	Manhole
OSBL3	MH-10-78	Manhole
OSBL3	MH-10-8	Manhole
OSBL3	MH-10-9A	Manhole
OSBL3	MH-12	Manhole
OSBL3	MH-13-55	Manhole
OSBL3	MH-13-75	Manhole
OSBL3	MH-13-76	Manhole
OSBL3	PD-3	Paving Drain
OSBL3	PD-4	Paving Drain
OSBL3	PD-5	Paving Drain
OSBL3	PD-6	Paving Drain
OSBL3	PD-7	Paving Drain
OSBL4	AD-3	Drain
OSBL4	CO-1	Clean Out
OSBL4	MH-6-12	Manhole
OSBL4	MH-6-16	Manhole
OSBL4	MH-6-17A	Manhole
OSBL4	MH-6-17B	Manhole
OSBL4	MH-6-28	Manhole
OSBL4	MH-9-13	Manhole
OSBL4	MH-9-16A	Manhole
OSBL4	MH-9-16B	Manhole
OSBL4	MH-9-24	Manhole

OSBL5	AD-2	Atmospheric Drain
OSBL5	MH-10-15	Manhole
OSBL5	MH-10-16	Manhole
OSBL5	MH-4-30	Manhole
OSBL5	MH-4-31	Manhole
OSBL5	MH-4-32	Manhole
OSBL5	MH-4-35	Manhole
OSBL5	MH-4-38	Manhole
OSBL5	MH-4-40	Manhole
OSBL5	MH-4-43	Manhole
OSBL5	MH-4-44	Manhole
OSBL5	MH-4-53	Manhole
OSBL5	MH-4-76	Manhole
OSBL5	MH-6-30	Manhole
OSBL5	MH-6-41	Manhole
OSBL5	MH-6-54	Manhole
OSBL5	MH-7-114	Manhole
OSBL5	MH-7-115	Manhole
OSBL5	MH-7-12	Manhole
OSBL5	MH-7-122	Manhole
OSBL5	MH-7-24	Manhole
OSBL5	MH-7-3	Manhole
OSBL5	MH-7-4	Manhole
OSBL5	MH-7-43	Manhole
OSBL5	MH-7-54	Manhole
OSBL5	MH-7-55	Manhole
OSBL5	MH-7-56	Manhole
OSBL5	MH-7-6A	Manhole
OSBL5	MH-7-6B	Manhole
OSBL5	MH-7-7	Manhole
OSBL5	MH-7-70	Manhole
OSBL5	MH-7-71A	Manhole
OSBL5	MH-7-71B	Manhole
OSBL5	MH-7-74	Manhole
OSBL5	MH-7-75	Manhole
OSBL5	MH-7-76	Manhole
OSBL5	MH-7-79	Manhole
OSBL5	MH-7-89	Manhole
OSBL5	MH-7-98	Manhole
OSBL5	MH-7-98.01	HATCH
OSBL5	MH-7-98.04	HATCH
OSBL5	MH-7-98.05	COVER
OSBL6	CB-4	Catch Basin
OSBL6	MH-4-10	Manhole
OSBL6	MH-4-28	Manhole

OSBL6	MH-4-29	Manhole
OSBL6	MH-4-46	Manhole
OSBL6	MH-4-48	Manhole
OSBL6	MH-4-64	Manhole
OSBL6	MH-4-9	Manhole
OSBL6	MH-4-96	Manhole
OSBL6	MH-4-97	Manhole
REMED	MH-1	Manhole
REMED	MH-2A	Manhole
REMED	MH-2B	Manhole
REMED	MH-3	Manhole
REMED	MH-4	Manhole
South Flare	AD-02	Atmospheric Drain
South Flare	AD-03	Atmospheric Drain
South Flare	AD-04	Atmospheric Drain
South Flare	AD-05	Atmospheric Drain
South Flare	AD-06	Atmospheric Drain
South Flare	AD-07	Atmospheric Drain
South Flare	CB-01	Catch Basin
South Flare	CB-02	Catch Basin
South Flare	CO-01	Clean Out
South Flare	CO-02	Clean Out
South Flare	CO-03	Clean Out
South Flare	CO-04	Clean Out
South Flare	CO-05	Clean Out
South Flare	CO-06	Clean Out
South Flare	CO-07	Clean Out
South Flare	MH-01	Manhole
South Flare	MH-02	Manhole
South Flare	MH-18	Manhole
SRU	MH-10-134	Manhole
SRU	MH-10-3	Manhole
SRU	MH-10-34	Manhole
SRU	MH-10-36	Manhole
SRU	MH-10-48	Manhole
SRU	MH-10-49	Manhole
SRU	MH-10-58	Manhole
SRU	MH-10-69	Manhole
SRU	MH-10-69A	Manhole
SRU	MH-10-69B	Manhole
VRU1	AD-16	Drain
VRU1	AD-1A	Drain
VRU1	AD-2A	Drain
VRU1	AD-3A	Drain
VRU1	AD-43	Drain

VRU1	AD-4A	Drain
VRU1	AD-5B	Drain
VRU1	CO-28	Clean Out
VRU1	CO-8	Clean Out
VRU1	MH-10	Manhole
VRU1	MH-11	Manhole
VRU1	MH-12	Manhole
VRU1	MH-17-1	Manhole
VRU1	MH-5	Manhole
VRU1	MH-7A	Manhole
VRU1	MH-7B	Manhole
VRU1	MH-8	Manhole
VRU1	MH-9	Manhole
VRU1	PD-10	Paving Drain
VRU1	PD-11	Paving Drain
VRU1	PD-12	Paving Drain
VRU1	PD-7	Paving Drain
VRU1	PD-8	Paving Drain
VRU1	PD-9	Paving Drain
VRU2	AD-2	Atmospheric Drain
VRU2	AD-5	Atmospheric Drain
VRU2	AD-8	Atmospheric Drain
VRU2	CO-1	Clean Out
VRU2	CO-3	Clean Out
VRU2	MH-10	Manhole
VRU2	MH-11	Manhole
VRU2	MH-12	Manhole
VRU2	MH-16-44	Manhole
VRU2	MH-8	Manhole
VRU2	MH-9	Manhole
VRU2	PD-1	Paving Drain
VRU2	PD-2	Paving Drain
VRU2	PD-4	Paving Drain
VRU3	AD-100	Atmospheric Drain
VRU3	AD-105	Atmospheric Drain
VRU3	AD-107	Atmospheric Drain
VRU3	AD-108	Atmospheric Drain
VRU3	AD-109	Atmospheric Drain
VRU3	AD-110	Atmospheric Drain
VRU3	AD-112	Atmospheric Drain
VRU3	AD-113	Atmospheric Drain
VRU3	AD-149	Atmospheric Drain
VRU3	AD-15	Atmospheric Drain
VRU3	AD-150	Atmospheric Drain
VRU3	AD-151	Atmospheric Drain

VRU3	AD-152	Atmospheric Drain
VRU3	AD-153	Atmospheric Drain
VRU3	AD-155	Atmospheric Drain
VRU3	AD-156	Atmospheric Drain
VRU3	AD-157	Atmospheric Drain
VRU3	AD-159	Atmospheric Drain
VRU3	AD-160	Atmospheric Drain
VRU3	AD-161	Atmospheric Drain
VRU3	AD-162	Atmospheric Drain
VRU3	AD-163	Atmospheric Drain
VRU3	AD-164	Atmospheric Drain
VRU3	AD-165	Atmospheric Drain
VRU3	AD-166	Atmospheric Drain
VRU3	AD-167	Atmospheric Drain
VRU3	AD-168	Atmospheric Drain
VRU3	AD-195	Atmospheric Drain
VRU3	AD-196	Atmospheric Drain
VRU3	AD-198	Atmospheric Drain
VRU3	AD-199	Atmospheric Drain
VRU3	AD-32	Atmospheric Drain
VRU3	AD-79	Atmospheric Drain
VRU3	AD-80	Atmospheric Drain
VRU3	AD-95	Atmospheric Drain
VRU3	AD-96	Atmospheric Drain
VRU3	AD-97	Atmospheric Drain
VRU3	AD-98	Atmospheric Drain
VRU3	AD-99	Atmospheric Drain
VRU3	CB-2	Catch Basin
VRU3	CB-3	Catch Basin
VRU3	CO-16	Clean Out
VRU3	CO-16A	Clean Out
VRU3	CO-17	Clean Out
VRU3	CO-18	Clean Out
VRU3	CO-20	Clean Out
VRU3	CO-21	Clean Out
VRU3	CO-23	Clean Out
VRU3	CO-24	Clean Out
VRU3	CO-25	Clean Out
VRU3	CO-36	Clean Out
VRU3	CO-37	Clean Out
VRU3	CO-38	Clean Out
VRU3	CO-39	Clean Out
VRU3	CO-40	Clean Out
VRU3	CO-41	Clean Out
VRU3	CO-42	Clean Out

VRU3	CO-45	Clean Out
VRU3	CO-47	Clean Out
VRU3	CO-48	Clean Out
VRU3	MH-1	Manhole
VRU3	MH-10	Manhole
VRU3	MH-11	Manhole
VRU3	MH-14-13B	Manhole
VRU3	MH-2	Manhole
VRU3	MH-3	Manhole
VRU3	MH-4	Manhole
VRU3	MH-5	Manhole
VRU3	MH-6	Manhole
VRU3	MH-7	Manhole
VRU3	MH-8	Manhole
VRU3	MH-9	Manhole
VRU3	PD-14	Paving Drain
VRU3	PD-15	Paving Drain
VRU3	PD-16	Paving Drain
VRU3	PD-17	Paving Drain
VRU3	PD-18	Paving Drain
VRU3	PD-19	Paving Drain
VRU3	PD-19A	Paving Drain
VRU3	PD-25	Paving Drain
VRU3	PD-26	Paving Drain
VRU3	PD-27	Paving Drain
VRU3	PD-29	Paving Drain
VRU3	PD-39	Paving Drain
VRU3	PD-40	Paving Drain
VRU3	PD-41	Paving Drain
VRU3	PD-42	Paving Drain
VRU3	PD-44	Paving Drain
VRU3	PD-45	Paving Drain
VRU3	PD-46	Paving Drain
VRU3	PD-47	Paving Drain
VRU3	PD-5	Paving Drain
VRU3	PD-7	Paving Drain
VRU4	AD-01	Atmospheric Drain
VRU4	AD-02	Atmospheric Drain
VRU4	AD-03	Atmospheric Drain
VRU4	AD-04	Atmospheric Drain
VRU4	AD-05	Atmospheric Drain
VRU4	AD-06	Atmospheric Drain
VRU4	AD-07	Atmospheric Drain
VRU4	AD-08	Atmospheric Drain
VRU4	AD-09	Atmospheric Drain

VRU4	AD-400	Atmospheric Drain
VRU4	AD-401	Atmospheric Drain
VRU4	AD-402	Atmospheric Drain
VRU4	AD-403	Atmospheric Drain
VRU4	AD-404	Atmospheric Drain
VRU4	AD-405	Atmospheric Drain
VRU4	AD-406	Atmospheric Drain
VRU4	AD-407	Atmospheric Drain
VRU4	AD-408	Atmospheric Drain
VRU4	AD-409	Atmospheric Drain
VRU4	AD-410	Atmospheric Drain
VRU4	AD-411	Atmospheric Drain
VRU4	AD-412	Atmospheric Drain
VRU4	AD-413	Atmospheric Drain
VRU4	AD-414	Atmospheric Drain
VRU4	AD-415	Atmospheric Drain
VRU4	AD-416	Atmospheric Drain
VRU4	AD-417	Atmospheric Drain
VRU4	AD-418	Atmospheric Drain
VRU4	AD-419	Atmospheric Drain
VRU4	AD-420A	Atmospheric Drain
VRU4	AD-420B	Atmospheric Drain
VRU4	AD-421	Atmospheric Drain
VRU4	AD-422	Atmospheric Drain
VRU4	AD-423	Atmospheric Drain
VRU4	AD-424	Atmospheric Drain
VRU4	AD-425	Atmospheric Drain
VRU4	AD-426	Atmospheric Drain
VRU4	AD-427	Atmospheric Drain
VRU4	AD-428	Atmospheric Drain
VRU4	AD-429	Atmospheric Drain
VRU4	AD-430	Atmospheric Drain
VRU4	AD-431	Atmospheric Drain
VRU4	AD-432	Atmospheric Drain
VRU4	AD-433	Atmospheric Drain
VRU4	AD-434	Atmospheric Drain
VRU4	AD-441	Atmospheric Drain
VRU4	AD-442	Atmospheric Drain
VRU4	AD-443	Atmospheric Drain
VRU4	AD-444	Atmospheric Drain
VRU4	AD-445	Atmospheric Drain
VRU4	AD-446	Atmospheric Drain
VRU4	AD-447	Atmospheric Drain
VRU4	AD-448	Atmospheric Drain
VRU4	AD-449	Atmospheric Drain

VRU4	AD-450	Atmospheric Drain
VRU4	AD-451	Atmospheric Drain
VRU4	AD-452	Atmospheric Drain
VRU4	AD-453	Atmospheric Drain
VRU4	AD-454	Atmospheric Drain
VRU4	AD-455	Atmospheric Drain
VRU4	AD-456	Atmospheric Drain
VRU4	AD-457	Atmospheric Drain
VRU4	AD-458	Atmospheric Drain
VRU4	AD-459	Atmospheric Drain
VRU4	AD-460	Atmospheric Drain
VRU4	AD-461	Atmospheric Drain
VRU4	AD-462	Atmospheric Drain
VRU4	AD-463	Atmospheric Drain
VRU4	AD-464	Atmospheric Drain
VRU4	AD-465	Atmospheric Drain
VRU4	AD-466	Atmospheric Drain
VRU4	AD-467	Atmospheric Drain
VRU4	AD-468	Atmospheric Drain
VRU4	AD-469	Atmospheric Drain
VRU4	AD-470	Atmospheric Drain
VRU4	AD-471	Atmospheric Drain
VRU4	AD-472	Atmospheric Drain
VRU4	AD-473	Atmospheric Drain
VRU4	AD-474	Atmospheric Drain
VRU4	AD-475	Atmospheric Drain
VRU4	AD-476	Atmospheric Drain
VRU4	AD-477	Atmospheric Drain
VRU4	AD-478	Atmospheric Drain
VRU4	AD-479	Atmospheric Drain
VRU4	AD-480	Atmospheric Drain
VRU4	AD-481	Atmospheric Drain
VRU4	AD-482	Atmospheric Drain
VRU4	AD-483	Atmospheric Drain
VRU4	AD-484	Atmospheric Drain
VRU4	AD-485	Atmospheric Drain
VRU4	AD-486	Atmospheric Drain
VRU4	AD-487	Atmospheric Drain
VRU4	CB-01	Catch Basin
VRU4	CB-02	Catch Basin
VRU4	CB-03	Catch Basin
VRU4	CB-04	Catch Basin
VRU4	CB-05	Catch Basin
VRU4	CB-06	Catch Basin
VRU4	CB-07	Catch Basin

VRU4	CB-429	Catch Basin
VRU4	CO-01	Clean Out
VRU4	CO-02	Clean Out
VRU4	CO-03	Clean Out
VRU4	CO-04	Clean Out
VRU4	CO-05	Clean Out
VRU4	CO-400	Clean Out
VRU4	CO-401	Clean Out
VRU4	CO-402	Clean Out
VRU4	CO-403	Clean Out
VRU4	CO-404	Clean Out
VRU4	CO-405	Clean Out
VRU4	CO-406	Clean Out
VRU4	CO-407	Clean Out
VRU4	CO-408	Clean Out
VRU4	CO-409	Clean Out
VRU4	CO-410	Clean Out
VRU4	CO-411	Clean Out
VRU4	CO-412	Clean Out
VRU4	CO-413	Clean Out
VRU4	CO-414	Clean Out
VRU4	CO-415	Clean Out
VRU4	CO-416	Clean Out
VRU4	CO-418	Clean Out
VRU4	CO-419	Clean Out
VRU4	CO-420	Clean Out
VRU4	CO-421	Clean Out
VRU4	CO-422	Clean Out
VRU4	CO-423	Clean Out
VRU4	CO-424	Clean Out
VRU4	CO-425	Clean Out
VRU4	CO-425A	Clean Out
VRU4	CO-426	Clean Out
VRU4	CO-427	Clean Out
VRU4	CO-428	Clean Out
VRU4	CO-429	Clean Out
VRU4	CO-430	Clean Out
VRU4	CO-431	Clean Out
VRU4	CO-432	Clean Out
VRU4	CO-433	Clean Out
VRU4	CO-434	Clean Out
VRU4	CO-435	Clean Out
VRU4	CO-436	Clean Out
VRU4	CO-437	Clean Out
VRU4	CO-438	Clean Out

VRU4	CO-439	Clean Out
VRU4	CO-440	Clean Out
VRU4	CO-441	Clean Out
VRU4	CO-442	Clean Out
VRU4	MH-1	Manhole
VRU4	MH-14-26	Manhole
VRU4	MH-2	Manhole
VRU4	MH-2A	Manhole

APPENDIX E
Supplemental Environmental Project

1. BPP shall comply with the requirements of this Appendix E and Paragraphs 61 through 69 (Supplemental Environmental Project) of the Consent Decree to implement and secure the benefits of the funded diesel emissions reduction Supplemental Environmental Project ("SEP"), which will replace existing diesel transportation vehicles with cleaner vehicles (*e.g.*, cleaner diesel, propane, compressed natural gas, and/or electric) to reduce emissions. The Parties expect this SEP will reduce emissions of NO_x, particulate matter, benzene, and other VOCs in the area impacted by the Whiting Refinery's alleged uncontrolled emissions by substantially reducing and minimizing diesel emissions from existing vehicles. BPP will spend no less than $5 million to complete the SEP, with no less than $1.25 million spent in each of four communities surrounding the Whiting Refinery: (i) Hammond, (ii) East Chicago, (iii) Whiting, and (iv) Gary.

2. BPP shall fund, within ninety (90) days of the Effective Date of the Consent Decree, an interest-bearing escrow account with $5 million to fund its Eligible Costs as described herein.

3. BPP will establish, within ninety (90) days of the Effective Date of the Consent Decree, a Community Engagement Committee ("Committee"), as described in Paragraph 5 below, in each of the above four communities that will consult with and assist BPP in selecting and implementing projects as set out below.

4. BPP will reserve and use $1,250,000 in each community to implement the diesel emission reduction SEP ("Eligible Costs") as follows:

a. BPP will allocate $1,000,000 for use to replace existing diesel vehicles within the local government itself, including local public schools, with alternative fuel vehicles resulting in decreased emissions; and

b. BPP will allocate $250,000 for use to replace existing diesel vehicles owned and used by non-profits within each community with alternative fuel vehicles resulting in decreased emissions.

5. Each Committee will be made up of five voting members participating on a voluntary basis: one BPP representative; the Mayor of each community or the Mayor's delegate; one representative from the community Chamber of Commerce or the local Urban League representing that community; one representative from the community school district; and one community member at large who resides within the city limits of that community. The Committee shall remain in place until BPP submits the SEP Completion Report and the United States has told BPP that is has satisfactorily completed the SEP under Paragraph 67 of the Consent Decree.

6. BPP is responsible for convening the Committee as necessary, but no less than once a quarter for the first year after its establishment, to consider and recommend appropriate options for carrying out the diesel emissions reduction SEP. BPP shall select the projects recommended by the Committee that comply with all requirements of this Appendix and Consent Decree and seek to maximize public health and environmental benefits in each community; provided, however that BPP maintains sole discretion to select eligible diesel emissions reduction projects in the event that the Committee recommends projects that do not comply with the provisions of this Appendix and Consent Decree or otherwise fails to obtain a majority vote. The Committee will make recommendations by majority vote of all members. The Committee may recommend projects on a rolling basis and shall recommend projects totaling at least $1,250,000 no later than 18 months after formation of each Committee.

7. The Committee shall not propose, and BPP may not select, any project that would provide a direct financial benefit to BPP or any Committee member in their individual capacity.

The Committee may solicit general input from the public in determining which projects to recommend. All costs incurred by the Committee shall be borne by Committee members and shall not be a SEP Eligible Cost.

8. BPP will implement the projects recommended by the Committee and selected by BPP until it has spent no less than $1,250,000 on the projects in each community and no less than $5,000,000 in aggregate. BPP employee staff time is not a SEP Eligible Cost. BPP shall use best efforts to complete such projects no later than 36 months after the Effective Date of the Consent Decree.

9. If, after 36 months (or longer by written agreement), BPP has determined that it cannot expend the requisite funds within a given community despite its best efforts, it may request reallocation of the remaining funds to one of the other three communities. Any proposed re-allocation will only be effective upon written agreement by BPP and EPA and will not require any modification of this Consent Decree.

10. To the extent a Committee member must procure a replacement vehicle or replacement vehicles, in accordance with implementation of the SEP, BPP shall retain and exercise oversight of the procurement, or related actions, by a Committee member.

11. BPP will inform the Committee of progress on each selected project at each Committee meeting.