

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

UNITED STATES OF AMERICA,)
the LOUISIANA DEPARTMENT OF)
ENVIRONMENTAL QUALITY)
and the STATE OF WISCONSIN,)

Plaintiffs,)

v.)

SUPERIOR REFINING COMPANY)
LLC and VALERO REFINING –)
MERAUX LLC,)

Defendant.)

CIVIL ACTION NO. 3:10-cv-00563-bbc

THIRD AMENDMENT TO CONSENT DECREE

WHEREAS, the United States of America (hereinafter “the United States”); the Louisiana Department of Environmental Quality; the State of Wisconsin; and Murphy Oil USA, Inc. (hereinafter “Murphy”) are parties to a Consent Decree addressing Clean Air Act violations at Murphy’s petroleum refineries located in Superior, Wisconsin (hereinafter “the Superior Refinery”) and in Meraux, Louisiana (hereinafter “the Meraux Refinery”), entered by this Court on February 16, 2011 (hereinafter “the Consent Decree”);

WHEREAS, in the fall of 2011, Murphy sold the Superior Refinery to Calumet Superior, LLC (hereinafter “Calumet”) and the Meraux Refinery to Valero Refining – Meraux LLC (hereinafter “Valero”), which sales and transfers of both refineries were memorialized in the First Amendment to this Consent Decree entered by this Court on May 2, 2012 (and a motion to revise the caption to reflect the new owners was granted by this Court on June 14, 2019);

WHEREAS, on or about November 8, 2017, Calumet changed its name to Superior Refining Company LLC (hereinafter “Superior Refining”);

WHEREAS, an explosion and fire at the Superior Refinery on April 26, 2018 (the “Incident”), damaged or destroyed certain refining equipment and process units subject to the Consent Decree (including the fluidized catalytic cracking unit, components in light liquid and gaseous service, and other Consent Decree-covered units), as well as other refinery emission sources (such as the saturated gas plant, vacuum unit, and storage tanks), which resulted in the shutdown of the Superior Refinery following the Incident;

WHEREAS, on May 3, 2018, pursuant to Paragraph 237 of the Consent Decree, Superior Refining provided an initial notice to the United States and the State of Wisconsin of its claim that the Incident and shutdown constituted a *force majeure* event that adversely affected Superior Refining’s performance of its obligations under the Consent Decree;

WHEREAS, in follow-up correspondence pursuant to the *force majeure* provisions of the Consent Decree, on May 15 and July 31, 2018, the United States required Superior Refining to keep the United States and Wisconsin apprised of the Superior Refinery’s status by periodically reporting on, *inter alia*, ongoing response and recovery efforts, plans for repairs and rebuilding, and the anticipated schedule for completing such repairs. In addition, the United States temporarily suspended certain Consent Decree requirements in light of the non-operational status of the Superior Refinery and required Superior Refining to continue to coordinate with the United States and the State of Wisconsin on its efforts and plans to restart the Superior Refinery. The United States’ responses to Superior Refining’s *force majeure* claim were provided in consultation with, and on behalf of, the State of Wisconsin, as provided in Paragraph 239 of the Consent Decree;

WHEREAS, as a result of the Incident, an estimated 31.6 tons of particulate matter (“PM”), 0.2 tons of nitrogen oxides (“NOx”), between 22.6 tons and 48.3 tons of volatile organic compounds (“VOCs”), 6.3 tons of carbon monoxide (“CO”), and 16.8 tons of sulfur dioxide (“SO₂”) emissions were released into the air;

WHEREAS, the emissions emitted from the Superior Refinery as a result of the Incident may have violated Paragraph 156B of the Consent Decree and the following federally enforceable Wisconsin Department of Natural Resources (“WDNR”) regulatory and permit requirements: Wis. Admin. Code § NR 420.05(3)(b) and Permit 16-RAB-184, Part I, § DD.1.b(5); Wis. Admin. Code § NR 429.04(1) and Permit 16-RAB-184, Part II, § C.2.j; and Wis. Admin. Code § NR 431.05 and Permit 16-RAB-184, Part II, § C.2.l; and the following provisions in the Superior Refinery’s Title V permit, Permit 816009590-P01: Part II, §§ C.10 and C.11;

WHEREAS, Superior Refining announced its intention shortly after the Incident to rebuild and restart the Superior Refinery, which will involve the modification of some of the emission units at the Superior Refinery;

WHEREAS, Superior Refining submitted to the WDNR on March 29, 2019, an application for a Clean Air Act Prevention of Significant Deterioration (“PSD”) permit for construction related to rebuilding and restarting emission units at the Superior Refinery and that, when final, would contain emission limitations that are Best Available Control Technology (“BACT”) where BACT is applicable;

WHEREAS, the State of Wisconsin, the United States, and Superior Refining filed a Second Amendment to Consent Decree on May 17, 2019, that related to the Superior Refinery’s Sulfur Recovery Plant;

WHEREAS, the State of Wisconsin, the United States, and Superior Refining also seek to include additional measures to mitigate the harm from the emissions that resulted from the Incident;

WHEREAS, hydrofluoric acid (“HF”) was not released from the Hydrofluoric Acid Alkylation Unit (“HF Unit”) at the Superior Refinery as a result of the Incident, there have been no prior reported safety incidents with respect to the HF Unit operations, and Superior Refining has agreed in this Third Amendment to install additional safety-focused enhancements to the HF Unit that will provide additional safeguards for workers at the Superior Refinery and members of the public;

WHEREAS, the provisions of this Third Amendment materially modify the requirements of the Consent Decree, and Paragraph 284 of the Consent Decree requires that a material modification must be signed by the applicable parties and approved by the Court as fair, reasonable, and in the public interest before it is effective;

NOW THEREFORE, before the taking of any testimony, and without the adjudication or admission of any issue of fact or law, the United States, the State of Wisconsin, and Superior Refining hereby agree that upon approval by the Court of this Third Amendment, the Consent Decree shall be modified as follows:

I. APPLICABILITY OF PARTS I-XVII OF THE CONSENT DECREE TO THE THIRD AMENDMENT

1. Sections of the Consent Decree That Continue to Apply to the Third Amendment.

The requirements of Sections I through IV [Jurisdiction, Applicability, Objectives, and Definitions], Section VI [Emission Credit Generation] (except Paragraphs 149-150), Section VIII [Reporting and Recordkeeping], Sections XI through XIV [Interest, Right of Entry, Force Majeure, and Retention of Jurisdiction/Dispute Resolution] (except as specifically provided for

in Sections IV.A and IV.C below), and Section XVI [General Provisions] that are applicable to the Superior Refinery are and will continue to apply to the requirements of this Third Amendment.

2. Sections of the Consent Decree That Do Not Apply to the Third Amendment.

The requirements of Section V [Affirmative Relief/Environmental Projects], Section VII [Supplemental Environmental Projects], Section IX [Civil Penalty] (except as specifically provided in Section IV.A below), Section X [Stipulated Penalties] (except as specifically provided for in Section IV.A below), Section XI [Interest] (except as specifically provided for in Section IV.A below), Section XV [Effect of Settlement], and Section XVII [Termination] do not apply to this Third Amendment. Separate requirements covering affirmative relief, stipulated penalties, permitting, and termination, as specified in Sections II through IV of this Third Amendment below, are solely applicable to this Third Amendment.

3. Separate Termination of Consent Decree and Third Amendment. The requirements of this Third Amendment and the Consent Decree (as amended by the First and Second Amendments) may be terminated separately, as provided in this Third Amendment.

- a. Unless and until terminated pursuant to Section XVII [Termination], the requirements of Sections I through XVII of the Consent Decree (as amended by the First and Second Amendments) that are applicable to the Superior Refinery remain in full force and effect.
- b. Termination of the requirements of this Third Amendment shall be governed by the provisions of Section VI of this Third Amendment and may be terminated separately from the requirements of Sections I through XVII of the Consent Decree (as amended by the First and Second Amendments).

II. MITIGATION PROJECTS

4. Mitigation of Emissions Released Into the Air from the Incident. Superior Refining shall complete the projects identified in this Section II and as provided for in the specified Appendices of this Third Amendment. The total estimated emission reductions from these projects equal or exceed the quantity of PM, VOCs, CO, and NO_x emitted during the Incident, and most of the SO₂ that was emitted. Because the health and environmental effects of SO₂ and PM are similar, the total quantity of PM and SO₂ reductions from both projects together offset the health and environmental impacts of the total quantity of PM and SO₂ that was emitted.

a. A Wood-Burning Appliance Change-Out Project shall be implemented in Douglas County, Wisconsin (in which the Superior Refinery is located), as well as in other adjacent and nearby counties in the same airshed, as provided in Appendix A. The Wood-Burning Appliance Change-Out Project is estimated to result in emission reductions of 31.5 tons of PM, 80.7 tons of VOCs, and 177.2 tons of CO.

b. A State of Wisconsin Solar Photovoltaic Panels Project shall be implemented in the Superior, Wisconsin vicinity, as provided in Appendix B. The Solar Photovoltaic Panels Project is estimated to result in emission reductions of 9.2 tons of SO₂, 1.7 tons of PM, 1.2 tons of VOCs, 10.4 tons of CO, and 6.5 tons of NO_x.

5. Certification. With regard to the mitigation projects, Superior Refining certifies the truth and accuracy of each of the following:

a. That, as of the date of executing this Third Amendment, Superior Refining is not required to perform or develop the mitigation projects by any federal, state, or local

law or regulation and is not required to perform or develop the mitigation projects by agreement, grant, or as injunctive relief awarded in any other action in any forum;

b. That the mitigation projects are not projects that Superior Refining was planning or intending to construct, perform, or implement other than in settlement of the potential violations resolved in this Third Amendment;

c. That Superior Refining has not received and will not receive credit for the mitigation projects in any other enforcement action; and

d. That Superior Refining shall neither generate nor use any pollutant reductions from the mitigation projects as netting reductions, pollutant offsets, or to apply for, obtain, trade, or sell any pollutant reduction credits.

III. ADDITIONAL REFINERY UPGRADE PROJECT

6. An HF Unit Upgrade Project shall be implemented at the Superior Refinery, as provided in Appendix C. This project is intended to provide safety enhancements to the design, maintenance, and operation of the Superior Refinery's HF alkylation process.

IV. ADDITIONAL PROVISIONS APPLICABLE TO MITIGATION AND UPGRADE PROJECTS

A. Stipulated Penalties for Third Amendment Requirements

7. Stipulated penalties shall be paid to the United States and to the State of Wisconsin for each failure by Superior Refining to comply with the terms of this Third Amendment as provided herein. In no event shall any stipulated penalty assessed exceed \$32,500 per day for any individual violation of this Third Amendment. Stipulated penalties shall be calculated in the amounts specified in this Part IV.

8. Paragraphs 230-234 (related to Stipulated Penalties and Interest), as the provisions of those paragraphs apply to the United States, the State of Wisconsin, and to

Superior Refining, shall apply to violations of this Third Amendment with respect to the demand, payment, and dispute of stipulated penalties, and Paragraphs 162 and 164 regarding the process for payment of stipulated penalties.

9. Non-Compliance with Requirements for Mitigation and Additional Projects. For failure to comply with any requirements of Appendices A through C:

| <u>Period of Delay or Non-Compliance</u> | <u>Penalty per Day</u> |
|--|------------------------|
| 1 st through 30 th day after deadline | \$500 |
| 31 st through 60 th day after deadline | \$1500 |
| Beyond 60 th day after deadline | \$3000 |

B. 26 U.S.C. § 162(f)(2)(A)(ii) Identification

10. For purposes of the identification requirement of Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), performance of Section II (Mitigation Projects) is restitution or required to come into compliance with law.

C. Retention of Jurisdiction

11. This Court will retain jurisdiction of this matter for the purposes of implementing and enforcing the terms and conditions of this Third Amendment and any subsequent amendments thereto, and for the purpose of adjudicating all disputes between the United States, the State of Wisconsin, and Superior Refining that may arise under the provisions of this Third Amendment, until this Third Amendment terminates in accordance with Section VI of this Third Amendment.

V. EFFECT OF SETTLEMENT

12. Resolution of Liability. Entry of this Third Amendment shall resolve the civil liability of Superior Refining to the United States and the State of Wisconsin for emissions

violations of the following requirements resulting from the Incident: Paragraph 156B of the Consent Decree; Wis. Admin. Code § NR 420.05(3)(b) and Permit 16-RAB-184, Part I, § DD.1.b(5); Wis. Admin. Code § NR 429.04(1) and Permit 16-RAB-184, Part II, § C.2.j; Wis. Admin. Code § NR 431.05, Permit 16-RAB-184, Part II, § C.2.l; and the following provisions in the Superior Refinery's Title V permit, Permit 816009590-P01: Part II, §§ C.10 and C.11.

13. Reservation of Rights. Notwithstanding Paragraph 11 of this Section V, the release of liability by the United States and the State of Wisconsin for violations resolved by this Third Amendment shall be rendered void if Superior Refining materially fails to comply with the obligations and requirements of Section II, provided however, that the release identified above shall not be rendered void if Superior Refining remedies such material failure and pays any stipulated penalties due as a result of such material failure.

VI. TERMINATION OF THIRD AMENDMENT

14. Certification of Completion. Prior to moving for termination under Paragraph 18 of this Part VI, Superior Refining may seek to certify completion of the requirements of one or more of the following Sections of this Third Amendment:

- a. Section II, Paragraph 4.a and Appendix A: Wood-Burning Appliance Change-Out Project;
- b. Section II, Paragraph 4.b and Appendix B: State of Wisconsin Solar Photovoltaic Panels Project; and
- c. Section III and Appendix C: Hydrofluoric Acid Alkylation Unit Upgrade Project.

15. Certification of Completion: Superior Refining Actions. If Superior Refining concludes that any of the projects required by Sections II and III of this Third Amendment have

been completed, Superior Refining may submit a written report to EPA and the State of Wisconsin describing the activities undertaken and certifying that the applicable project(s) have been completed in full satisfaction of the requirements of this Third Amendment, and that Superior Refining is in substantial and material compliance with all of the other requirements of this Third Amendment. The report will contain the following statement, signed by a responsible corporate official of the Superior Refinery:

To the best of my knowledge, after appropriate investigation, I certify that the information contained in or accompanying this submission is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

16. Certification of Completion: EPA Actions. Upon receipt of Superior Refining's certification and after opportunity for comment by the State of Wisconsin, EPA will notify Superior Refining whether the requirements set forth in the applicable project(s) have been completed in accordance with this Third Amendment:

a. If EPA, after consultation with the State of Wisconsin, concludes that the requirements have not been fully complied with, EPA will notify Superior Refining as to the activities that must be undertaken to complete the applicable Section of this Third Amendment. Superior Refining will perform all activities described in the notice, subject to its right to invoke the dispute resolution procedures set forth in Part XIV (Dispute Resolution) of the Consent Decree; and/or

b. If EPA, after consultation with the State of Wisconsin, concludes that the requirements of the applicable project have been completed in accordance with this Third Amendment, EPA will so certify in writing to Superior Refining. This certification will

constitute the certification of completion of the applicable project for purposes of this Third Amendment.

The Parties recognize that ongoing obligations under Sections II or III of this Third Amendment may remain and necessarily continue (*e.g.*, reporting, recordkeeping, etc. requirements), and that Superior Refining's certification is that it is in current compliance with all such obligations.

17. Certification of Completion: No Impediment to Stipulated Penalty Demand.

Nothing in Paragraphs 15 and 16 of this Section VI will preclude the United States or the State of Wisconsin from seeking stipulated penalties for a violation of any of the requirements of this Third Amendment regardless of whether a Certification of Completion has been issued under Paragraph 16.b of this Section VI of this Third Amendment. In addition, nothing in this Paragraph 17 will permit Superior Refining to fail to implement any ongoing obligations under this Third Amendment regardless of whether a Certification of Completion has been issued.

18. Termination: Conditions Precedent. This Third Amendment will be subject to termination upon motion by the Parties or upon motion by Superior Refining acting alone under the conditions identified in this Paragraph 18. Prior to seeking termination, Superior Refining must have completed and satisfied all of the following requirements of this Third Amendment:

a. Compliance with all provisions contained in this Third Amendment, and such compliance as may be established for specific Sections of this Third Amendment in accordance with Paragraphs 14 through 16 of this Part VI; and

b. Payment of all stipulated penalties due under the terms of this Third Amendment; unless all stipulated penalties owed to the United States or the State of Wisconsin are fully paid as of the time of the Motion.

19. Termination: Procedure. At such time as Superior Refining believes that it has satisfied the requirements for termination set forth in Paragraph 18 of this Section VI, Superior Refining will certify such compliance and completion to the United States and the State of Wisconsin in accordance with the certification language of Paragraph 15 of this Section VI. Unless the United States or the State of Wisconsin objects in writing with specific reasons within 120 days of receipt of Superior Refining's certification under this Paragraph 19, the Court may upon motion by Superior Refining order that this Third Amendment be terminated. If the United States or the State of Wisconsin objects to the certification by Superior Refining, then the matter will be submitted to the Court for resolution under Part XIV of the Consent Decree (Retention of Jurisdiction/Dispute Resolution). In such case, Superior Refining will bear the burden of proving that this Consent Decree should be terminated.

VII. FINAL JUDGMENT

20. Upon approval and entry of this Third Amendment by the Court, this Third Amendment shall constitute a final judgment of the Court as to the United States, the State of Wisconsin, and Superior Refining.

VIII. APPENDICES

21. The following appendices are attached to and incorporated as part of this Third Amendment:

APPENDIX A: Wood-Burning Appliance Change-Out Project

APPENDIX B: State of Wisconsin Solar Photovoltaic Panels Project

APPENDIX C: Hydrofluoric Acid Alkylation Unit Upgrade Project

IX. SIGNATORIES

22. Each of the undersigned representatives certifies that they are fully authorized to enter into this Third Amendment on behalf of such Parties, and to execute and to bind such Parties to this Third Amendment.

ORDER

Before the taking of any testimony, without adjudication of any issue of fact or law, and upon the consent and agreement of the Parties, it is hereby ORDERED, ADJUDGED, and DECREED that the foregoing Third Amendment to the Consent Decree is hereby approved and entered as a final order of this court.


Dated and entered this _____ Day of _____, 2020.

BARBARA B. CRABB
UNITED STATES DISTRICT JUDGE

FOR PLAINTIFF THE UNITED STATES OF AMERICA:

JEFFREY BOSSERT CLARK
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington, DC 20530

Date: 2.20.2020




JOHN FOGARTY
Special Appointment as a Department of Justice
Attorney
Environment Enforcement Section
Environment and Natural Resources Division
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SCOTT C. BLADER
United States Attorney
Western District of Wisconsin

By:

Date: 2/21/2020



LESLIE K. HERJE
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222 West Washington Avenue
Suite 700
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**FOR PLAINTIFF THE UNITED STATES
ENVIRONMENTAL PROTECTION
AGENCY:**

Date: August 15, 2019



ROSEMARIE A. KELLEY

Director

Office of Civil Enforcement

Office Enforcement and Compliance Assurance

U.S. Environmental Protection Agency

Washington, DC 20460

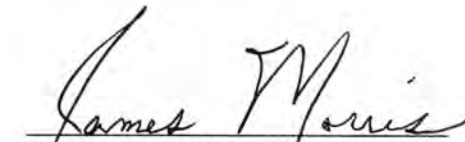
**FOR PLAINTIFF THE UNITED STATES
ENVIRONMENTAL PROTECTION
AGENCY:**

Date: 9/3/2019



T. LEVERETT NELSON
Regional Counsel
U.S. Environmental Protection Agency, Region 5

Date: 8/14/19



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**FOR PLAINTIFF THE STATE OF
WISCONSIN:**

JOSHUA L. KAUL
Attorney General of Wisconsin

By:

Date: _____

BRADLEY J. MOTL
Assistant Attorney General
Department of Justice
17 West Main Street
P.O. Box 7857
Madison, WI 53707-7857

**FOR PLAINTIFF THE STATE OF
WISCONSIN:**

JOSHUA L. KAUL
Attorney General of Wisconsin

By:


Date: February 13, 2020

A handwritten signature in blue ink, reading "Bradley J. Motl". The signature is written in a cursive style and is positioned above a horizontal line.

BRADLEY J. MOTL
Assistant Attorney General
Department of Justice
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Madison, WI 53707-7857

**FOR DEFENDANT SUPERIOR REFINING
COMPANY LLC:**

Date: 7-18-19




JEROME P. MILLER
Vice President
Superior Refining Company LLC

Date: _____

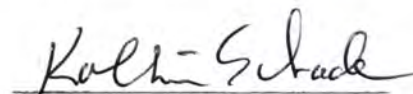
KOLLIN S. SCHADE
Vice President
Superior Refining Company LLC

**FOR DEFENDANT SUPERIOR REFINING
COMPANY LLC:**

Date: 7-18-19


JEROME P. MILLER
Vice President
Superior Refining Company LLC

Date: 7/18/19


KOLLIN S. SCHADE
Vice President
Superior Refining Company LLC

APPENDIX A

Wood-Burning Appliance Change-Out Project in Wisconsin

1. General Requirements. Superior Refining shall implement a wood-burning appliance change-out and retrofit project (“Wood-Burning Appliance Change-Out Project” or “Project”), as provided in this Appendix A.

a. The Project shall be implemented in the counties surrounding the Superior Refinery, as provided in Paragraph 4 of this Appendix A. Superior Refining may implement this Project through the use of rebates, vouchers, and/or discounts, and may further engage an appropriate contractor or consultant to assist Superior Refining’s implementation of the Wood-Burning Appliance Change-Out Project (“Contractor” or “Third-Party Implementer”).

b. Superior Refining shall spend at least \$290,000.00 to implement the Project (“Wood-Burning Appliance Change-Out Project Dollars” or “Project Dollars”), unless Superior Refining can document that the target emissions offsets for this Project set forth in Paragraph 4.a of the Third Amendment have been met while spending less than that amount, as provided in Paragraph 9.a of this Appendix A (“Deadline for Completion of Project”). “Wood-Burning Appliance Change-Out Project Dollars” means Superior Refining’s expenditures and payments incurred or made in carrying out this Wood-Burning Appliance Change-Out Project, to the extent that such expenditures or payments represent (i) costs for administrative support and outreach (subject to the 12% limitation below); and (ii) the value of vouchers provided for the acquisition of replacement wood-burning appliances and technologies.

c. No greater than 12 percent of the Wood-Burning Appliance Change-Out Project Dollars shall go towards administrative support and outreach costs associated with implementation of the Wood-Burning Appliance Change-Out Project; expenses for Superior Refining's (or any affiliate of Superior Refining or Husky Energy Inc.) use of "in-house" support personnel for the design, implementation, and management of the Project are not to be credited to this Project.

2. Qualified Existing Appliances and Technologies. The Wood-Burning Appliance Change-Out Project shall replace or retrofit inefficient, higher-polluting wood-burning appliances, including the following existing appliances and technologies:

- a. Existing non-EPA-certified hydronic heaters or forced air furnaces;
- b. Existing non-EPA-certified wood stoves;
- c. Existing non-Phase 2-qualified wood-burning fireplaces; or
- d. Spent catalysts in EPA-certified catalytic wood stoves.

3. Qualified Replacement or Retrofitting Appliances and Technologies. Cleaner-burning, more energy efficient heating appliances and technologies that qualify for the Project as replacement or retrofitting appliances and technologies include the following:

a. EPA-certified hydronic heaters or forced air furnaces as identified by the EPA-Certified Wood Stove Database

(<https://cfpub.epa.gov/oarweb/woodstove/index.cfm?fuseaction=app.searchwh>);

b. EPA-certified pellet or wood stoves as identified by the EPA-Certified Wood Stove Database

(<https://cfpub.epa.gov/oarweb/woodstove/index.cfm?fuseaction=app.search>);

- c. Energy Star-certified gas or propane appliances

(<https://www.energystar.gov/productfinder/product/certified-furnaces/results>);

- d. Energy Star-certified heat pumps

(<https://www.ahridirectory.org/Search/SearchForm?programId=69&searchTypeId=4&label=1>);

- e. Other Energy Star-certified residential or commercial heating appliances;

- f. Replacement catalysts for spent catalysts in EPA-certified catalytic wood stoves;

- g. EPA Phase 2-qualified fireplace retrofit devices

(<https://www.epa.gov/burnwise/list-qualified-fireplaces-and-fireplace-retrofit-devices>);

- h. EPA-certified wood fireplace inserts (for open fireplaces shown to be used as a primary or significant source of home heating) as identified by the EPA-Certified Wood Stove Database (<https://cfpub.epa.gov/oarweb/woodstove/index.cfm>);

- i. Pellet, gas, propane, or electric fireplace inserts; or

- j. Other cleaner-burning, more energy-efficient residential or commercial heating appliances (*e.g.*, masonry heaters).

4. Implementation Requirements. The wood-burning appliances that are replaced under this Project shall be permanently removed from use and recycled/disposed of appropriately. Preference shall be given to installation of non-wood burning replacement appliances and technologies listed in Paragraph 3 of this Appendix A with lower emissions than replacement wood-burning appliances, including pellet, gas, propane, or electrical appliances. For replacement wood-burning appliances, preference shall be given to wood-burning appliances that are at least 70% efficient and meet EPA 2015 Step 2 emission standards (*Standards of*

Performance for New Residential Wood Heaters, New Residential Hydronic Heaters and Forced-Air Furnaces, 80 Fed. Reg. 13,672 (Mar. 16, 2015); 40 C.F.R. Part 60, Subpts. AAA & QQQQ), effective March 16, 2020.

5. Qualification for Replacement/Retrofitting. To qualify for the Wood-Burning Appliance Change-Out Project, the wood-burning appliance or fireplace must be in regular use in a primary residence, in a non-seasonally rented property (occupied all year around), or in a frequently used non-residential building (*e.g.*, churches, greenhouses, schools) during the heating season, and preference shall be given to those appliances that are a primary or significant source of heat.

6. Low-Income Assistance. A minimum of 12 percent of the Project Dollars shall be spent on rebates, vouchers, and/or discounts for income-qualified households. Income eligibility will be determined by participation in one of the following programs or other pertinent/substantially equivalent income eligibility criteria:

- a. Supplemental Nutrition Assistance Program (“SNAP”);
- b. Health Care and Nutrition Assistance Benefit Programs Offered through the Wisconsin Department of Health Services Medical Assistance (ForwardHealth), such as BadgerCare, FoodShare Wisconsin, etc.;
- c. Women, Infants, and Children’s (“WIC”) Program;
- d. Wisconsin Home Energy Assistance Program (“WHEAP”)/HomeEnergy+;
- e. Head Start (or equivalent);
- f. Federal Free and Reduced Price Meals (“FRPM”)/National School Lunch Program (“NSLP”); or

g. Other proof of low-income status showing income up to 185% of the federal poverty level under the U.S. Department of Health and Human Services Poverty Guidelines.

If after three years from the Date of Entry Superior Refining believes it will be unable to implement 12 percent of the Project for income-qualified households, Superior Refining may submit documentation supporting its position to EPA and WDNR and describing (with support) the basis for being unable to reach sufficient income-qualified households, and EPA in consultation with WDNR may waive or modify this requirement in whole or in part.

7. Areas for Implementation. The Wood-Burning Appliance Change-Out Project shall be implemented within the following areas surrounding the Superior Refinery: the counties of Ashland, Bayfield, Burnett, Douglas, Iron, Sawyer, and Washburn in Wisconsin; and the tribal lands, reservations, and/or trust areas partially or completely located in those counties, specifically the Bad River Reservation (located in Ashland County and Iron County), the Lac Courte Oreilles Reservation (located in Sawyer County, and the trust areas in Burnett and Washburn Counties), the Red Cliff Band Reservation (located in Bayfield County), the Lac du Flambeau Band Reservation (located in Iron County and Vilas County), and the St. Croix Chippewa Reservation (located in Burnett County and Washburn County). Outreach shall include the tribal government and members of the five reservations listed above. Superior Refining may propose the inclusion of additional counties in Wisconsin to EPA and WDNR if demand is determined to be insufficient in the above-participating counties, or if significantly increased environmental benefit in the same airshed can be accomplished in neighboring counties.

8. Installation and Operationally-Related Requirements.

a. Information for Project Participants. Each Wood-Burning Appliance Change-Out Project participant shall receive information and either training or a demonstration related to proper operation of their new appliance and the benefits of proper operation (*e.g.*, lower emissions, better efficiency), including, if applicable, information related to the importance of burning dry seasoned wood. Every Wood-Burning Appliance Change-Out Project participant shall also be asked to sign a pledge committing to only burning dry seasoned wood and shall be offered a moisture meter. If the program participant accepts the moisture meter, the retailer/installer is required to demonstrate and provide written information regarding the proper use of the wood moisture meter.

b. Installer Qualifications. Superior Refining (or its Contractor or Third-Party Implementer) shall include measures to ensure that: (i) installation of new, cleaner burning heating appliances is done by a certified or equivalent professional in conformity with all applicable manufacturers' installation instructions, state laws, and local codes; (ii) only appropriately certified professionals or equivalent professionals are used to remove and dispose of old appliances, as well as for any other related activities (*e.g.*, weatherization offices, individual stove retailers, etc.) that may be part of the Project; and (iii) hydronic heaters are installed according to the Air Conditioning Contractors of America's Manual J protocol or an equivalent methodology to ensure the hydronic heater is properly sized.

9. Deadline for Completion of Project. The Wood-Burning Appliance Change-Out Project shall be completed no later than four years after the Date of Entry of the Third Amendment, except as provided below:

a. If at any time Superior Refining documents that the emission reduction targets for this Project specified in Paragraph 4.a of the Third Amendment have been met without spending all Wood-Burning Appliance Project Dollars, Superior Refining may request EPA's and WDNR's joint approval to end the Project. EPA, after consultation with WDNR, shall approve the request if a determination is made that the emission reduction targets have been met.

b. Superior Refining may request an extension of time to complete the Project if less than 75% of the Wood-Burning Appliance Project Dollars will not be spent within the first three years of implementation. If Superior Refining can document that it is or will be difficult to find sufficient participants in the counties in which the Project is approved to be implemented, Superior Refining may also request that the Project be expanded to include additional counties within the same airshed and deadline for completion extended. EPA, after consultation with WDNR, shall respond to the request within 60 days of receipt.

10. Progress Reporting. Commencing with its first progress report pursuant to Section VIII [Reporting and Recordkeeping] of the Consent Decree that is due following the Date of Entry of this Third Amendment, and continuing semi-annually thereafter until completion of the Wood-Burning Appliance Change-Out Project, Superior Refining shall include in the progress report the following:

a. The schedule for implementing the Project;

- b. A summary-level budget for the Project;
- c. A description of the anticipated environmental and other benefits of the mitigation project through the end of the semi-annual period, including an estimate of emission reductions (*e.g.*, NO_x, SO₂, PM, VOCs, CO) achieved up through the reporting period.
- d. The criteria Superior Refining (or its Contractor(s)/Third-Party Implementer(s)) has used and/or will be used (as applicable) to determine which income-qualified owners shall be eligible for up to full-cost replacement; and
- e. The outreach program that Superior Refining (or its Contractor(s)/Third-Party Implementer(s)) has used and/or will be used (as applicable) to raise awareness of the Wood-Burning Appliance Change-Out Project within the designated geographic area.

Once Superior Refining identifies its plans for Project implementation in a progress report, Superior Refining shall identify any planned changes from the original plan in future progress reports.

11. Completion of Project. Within 60 days following the completion of the Project, Superior Refining shall submit to EPA and WDNR for approval a Project completion report that documents:

- a. The date the Project was completed;
- b. The results of implementation of the Project, including the estimated emission reductions or other benefits achieved;
- c. The Project Dollars incurred by Superior Refining in implementing the Project; and

d. The final number and type of appliances replaced, the cost per unit, and the value of the rebate or incentive per unit.

EPA and/or WDNR may request additional information on the Project after the Superior Refinery submits the completion report, if the information provided is not adequate to conclude that the Project has been performed and completed in accordance with this Third Amendment.

12. Approval or Disapproval of Project's Completion. The following procedure shall be followed for determining whether the Project is completed:

a. Approval. If EPA, in consultation with WDNR, concludes based on the Project completion report or subsequent information provided by Superior Refining that the Project has been performed and completed as required by this Third Amendment, then EPA will approve completion of the Project.

b. Disapproval. If EPA, in consultation with WDNR, concludes based on the Project completion report or subsequent information provided by Superior Refining that the Project has not been performed and completed in accordance with this Third Amendment, then EPA will disapprove completion of the Project. EPA, in consultation with WDNR, shall provide written comments explaining the basis for declining approval of the Project's completion and the action(s) needed to complete the mitigation project as soon as reasonably practicable. Within 60 days of receiving written comments from EPA, Superior Refining shall either:

- i. Implement the action(s) needed to complete the Project; or
- ii. Submit the matter for dispute resolution, including the period of informal negotiations, under Section XIV [Retention of Jurisdiction/Dispute Resolution] of the Consent Decree.

APPENDIX B

State of Wisconsin Solar Photovoltaic Panels Project

A. Solar Photovoltaic Panels Project Requirements

1. Superior Refining shall, by no later than four years from the Date of Entry of this Third Amendment, implement a project to install solar photovoltaic panels (“Solar PV Project” or “Project”) on the campus of University of Wisconsin – Superior (the “Project Beneficiary”) in Superior, Wisconsin, as provided in this Appendix B. Superior Refining may engage an appropriate contractor or consultant to assist in the implementation of the Project (“Contractor” or “Third-Party Implementer”). To the extent possible, Superior Refining shall use North American Board of Certified Energy Practitioners-certified energy professionals to ensure proper installation and performance of the Solar PV Project system. The Solar PV Project shall, at a minimum, consist of:

- a. The installation of a system of conventional flat panels or thin film solar photovoltaics (“solar panels”) at one or more locations with unrestricted solar access on the campus of the Project Beneficiary, producing a total installed capacity of at least 440 kilowatts (“kW”);
- b. Use of industry best practices in sizing the solar thermal collectors’ surface area to match the intended storage tank and end-use application;
- c. A grid-tied inverter, appropriately sized for the capacity of solar panels installed at the location;
- d. The appropriate solar panel mounting equipment for the type of roof or Project site location (*i.e.*, roof mount or ground mount);
- e. Wiring, conduit, and associated switchgear and metering equipment required for interconnecting the solar generator(s) to the utility grid, which shall meet all

applicable requirements under the National Electric Safety Code, and all wiring, conduit, and fasteners must meet industry best practices for use in outdoor environments (such as corrosion resistance) and local or national code requirements;

2. Solar panels shall be installed on the customer side of the meter and ownership of the system, and any environmental benefits that result from the installation of the Solar PV Project (including associated renewable energy credits and renewable resource credits that may be available), shall be conveyed to the Project Beneficiary.

3. Installed Solar PV Project systems should provide for adequate freeze protection appropriate for the climate in which the system operates.

4. Superior Refining shall ensure that there is a warranty in place for the Project Beneficiary covering the major subcomponents of the Solar PV Project which, at a minimum, covers the solar panels (modules) for 25 years and the inverters for 10 years with an efficiency of 95% or higher.

B. Project Reporting and Completion

5. Progress Reporting. Commencing with its first progress report pursuant to Section VIII [Reporting and Recordkeeping] of the Consent Decree that is due following the Date of Entry of this Third Amendment, and continuing semi-annually thereafter until completion of the Solar PV Project, Superior Refining shall include in the progress report the following:

a. The progress made on completing the Project for the period of time covered by the report, and an updated schedule or timeline for implementing the Project;

b. A summary of the number of solar panels installed, their type and size (kW), the type of buildings on which solar panels are installed, and other relevant information; and

c. An estimate of the capacity in kW installed for the period of time covered by the report, together with updated estimates of the total emission reductions achieved through the date of the report.

6. Project Completion. Within 90 days following the completion of the Solar PV Project, the Superior Refinery shall submit to WDNR for approval, with a copy to EPA, a Project Completion Report that documents:

a. The date the Project was completed;

b. A summary of the costs incurred in implementing the Project; and

c. The total number of solar panels installed, the total capacity in kW of the solar panels installed, and their locations; and

d. The estimated emission reductions achieved by the Project.

7. WDNR may request additional information on the Solar PV Project after Superior Refining submits the Project Completion Report, if the information provided is not adequate to conclude that the Project has been performed and completed in accordance with this Third Amendment.

C. Approval and Disapproval Procedures

8. Approval or Disapproval of Project Completion Report. The following procedure shall be followed for approving the Project Completion Report.

a. Approval. If WDNR concludes, based on the relevant submittal for and on any subsequent information provided by Superior Refining, that the Project

Completion Report demonstrates that the Project has been performed and completed as required by this Appendix B, then WDNR will approve the relevant submittal. WDNR may, at its option, consult with EPA during its review of the submittal; if requested, EPA shall consult with WDNR.

b. Disapproval. If WDNR concludes, based on the relevant submittal for and on any subsequent information provided by Superior Refining, that the Project Completion Report does not demonstrate that the Project has been performed and completed as required by this Appendix B, then WDNR will disapprove the relevant submittal. WDNR may, at its option, consult with EPA during its review of the submittal; if requested, EPA shall consult with WDNR. WDNR shall provide written comments explaining the basis for declining approval and the action(s) needed to complete the Solar PV Project as soon as reasonably practicable. Within 60 days of receiving written comments from WDNR, Superior Refining shall either:

- i. Submit a revised Project Completion Report addressing WDNR's comments, or if applicable to commence implementation of the action(s) needed to complete the Project; or
- ii. Submit the matter for dispute resolution, including the period of informal negotiations, under Section XIV [Retention of Jurisdiction/Dispute Resolution] of the Consent Decree.

APPENDIX C

Hydrofluoric Acid Alkylation Unit Upgrade Project

1. Superior Refining shall implement a project to enhance and upgrade its HF Unit as provided in this Appendix C (the “Hydrofluoric Acid Alkylation Unit Upgrade Project” or “HF Project”). Superior Refining shall retain a qualified, third-party consultant or consultants with knowledge in refinery processes and operations relevant to the HF Unit to assist Superior Refining’s development and implementation of each of the upgrades to the HF Unit included in this Appendix C.

A. Laser Leak Detection System

2. Laser Leak Detection System. Superior Refining shall install a laser leak detection system around the perimeter of the Superior Refinery’s HF Unit to supplement the Superior Refinery’s current point-source HF detection system, with the goal of early detection of an HF release. The laser leak detection system shall be designed:

- a. To provide constant monitoring around the perimeter of the HF Unit and early detection of HF;
- b. To detect HF in the vicinity of the HF Unit, including the HF loading/unloading area;
- c. To be integrated into the Superior Refinery’s HF Unit Control Room; and
- d. To include the sounding of an audible and visual alarm if the system detects a leak.

3. Laser Leak Detection System Implementation Schedule. Superior Refining shall complete installation of the laser leak detection system, and confirm that it is fully operational and ready for use, by no later than 30 days prior to restart of the HF Unit.

B. Rapid Acid Transfer System

4. Rapid Acid Transfer System. Superior Refining shall install a rapid acid transfer system that is capable of deinventorying the HF from the settler and reactor of the HF Unit to an HF-dedicated emergency holding vessel. The rapid acid transfer system shall:

- a. Transfer the HF inventory from the locations above in less than 10 minutes under leak conditions; and
- b. Be capable of being remotely activated from the HF Unit Control Room.

5. Rapid Acid Transfer System Implementation Schedule. Superior Refining shall complete installation of the rapid acid transfer system, and confirm that it is fully operational and ready for use, by no later than 30 days prior to restart of the HF Unit.

C. Water Mitigation System

6. Water Mitigation System. Superior Refining shall maintain a water mitigation system, including fixed-spray curtains and monitors, and install additional curtains and monitors as appropriate, to prevent or minimize the airborne transport of HF in the event of an atmospheric release of HF gases or vapors. The water mitigation system, comprised of existing and any upgraded/new equipment, shall include the following operational, engineering, and design elements:

- a. Fixed-spray curtains designed to provide adequate coverage of the HF Unit;
- b. Remotely-operated water cannons installed in multiple locations in the HF Unit to mitigate a potential accidental release of HF, including the HF loading/unloading area;
- c. Deluge systems in high risk areas, as appropriate;

- d. Sufficient water capacity and flowrate to allow for simultaneous operation of the water mitigation system for an appropriate period of time;
- e. Be capable of being remotely activated from both the HF Unit Control Room and from the field; and
- f. Provide a ratio of water to HF of at least 40 to 1 on a volume-to-volume basis.

7. Water Spray Mitigation System Implementation Schedule. Superior Refining shall complete installation of the water spray mitigation system, and confirm that it is fully operational and ready for use, by no later than 30 days prior to restart of the HF Unit.

D. Isolation Valves

8. HF Isolation Valves. To reduce the magnitude of an HF release, Superior Refining shall install isolation valves to quickly isolate the inventory of the Superior Refinery's HF from the source of an HF leak or spill, including in the HF loading/unloading area. Superior Refining shall consider installing the following types of isolation valves as practicable:

- a. Remotely-operable emergency block valves to allow refinery personnel to shut down equipment from another location, including by HF Unit Control Room operators; and
- b. Automatic valves or shutoff switches to deactivate malfunctioning equipment and/or valves that enable a leak area to be quickly isolated.

9. HF Isolation Valves Implementation Schedule. Superior Refining shall complete the installation of all isolation valves and confirm that they are fully operational and ready for use by no later than 30 days prior to restart of the HF Unit.

E. Video Cameras

10. Video Cameras. Superior Refining shall maintain multiple video cameras within and around the perimeter of the HF Unit, and install additional video cameras as needed, to provide continuous surveillance of the alkylation process and equipment and to provide operators in the HF Unit Control Room the ability to remotely observe potential issues in the unit and focus on conditions in the event of a release:

- a. Allow observational coverage of the HF Unit, including the HF loading/unloading area;
- b. Feed images back to the HF Unit Control Room and a secondary location;
- c. Have the ability to zoom and pan; and
- d. Designed with components and materials consistent with API RP 751.

11. Video Cameras Implementation Schedule. Superior Refining shall complete the installation of all cameras and confirm that they are fully operational and ready for use by no later than 30 days prior to restart of the HF Unit.

F. Point Sensor Leak Detection System

12. Point Sensor Detection System. Superior Refining shall maintain a point sensor detection system within and around the perimeter of the HF Unit, and install additional sensors as needed, to provide early detection of low-level releases of HF. The point sensor leak detection system shall be designed:

- a. To provide constant monitoring and installed in locations providing coverage of the HF Unit, including the HF loading/unloading area;
- b. To be integrated into the HF Unit Control Room;
- c. To include an audible and visual alarm if the system detects a leak; and

d. To include handheld or mobile point sensor detectors that can be deployed by operators and emergency responders, as appropriate, in the event of a release.

13. Point Sensor Leak Detection System Implementation Schedule. Superior Refining shall complete installation of, and have commenced operations of, the point sensor leak detection system for the HF Unit, confirm that it is fully operational and ready for use by no later than 30 days prior to restart of the HF Unit.

G. Acid-Detecting Paint

14. Acid-Detecting Paint. Superior Refining shall implement an acid-detecting paint program. Pursuant to this program, Superior Refining shall:

a. Paint, at a minimum, threaded connections and all flanges in acid service in accordance with API RP 751, Section H.3.2.9 with surface temperatures under 120°F with paint capable of detecting and indicating exposure to varying levels of HF, including the HF loading/unloading area. In implementing the acid detecting paint program, Superior Refining shall conduct a survey that identifies all required areas (*e.g.*, flanges, threaded connections, compression fittings, pump seals) that are not painted or require repainting.

b. Enhance its maintenance program to develop a plan that identifies an inspection schedule, procedures, and corrective actions to inspect and repaint required acid-detecting paint items to maintain the integrity of this mitigation system.

15. Acid-Detecting Paint Program Implementation Schedule. Superior Refining shall complete implementation of the acid-detecting paint program by no later than 30 days prior to restart of the HF Unit.

H. Passive Mitigation

16. Passive Mitigation. Superior Refining shall conduct a study that evaluates potential containment, enclosures, or physical barriers, as well as other barriers and other passive mitigation measures around HF acid-containing vessels and piping, including in the HF loading/unloading area, to dissipate the momentum and coalesce the droplets of liquid jet releases, and collect the HF liquids resulting from releases, to include:

- a. Catch pans installed under acid-containing vessels;
- b. Enclosures installed around pumps with seals;
- c. Flange shrouds installed at flanges in HF acid service; and
- d. Blast walls or other barriers installed at high-risk HF-containing vessels, piping, or other process areas to protect against impact damage resulting from explosions or other impact hazards as identified through the Process Hazard Analysis (“PHA”) process, facility siting studies, or other risk assessments, where feasible.

Based on the results of the study, Superior Refining shall install such physical barriers and/or other passive mitigation measures that are practicable.

17. Passive Mitigation Implementation Schedule. Superior Refining shall complete the study required by Paragraph 16 by no later than one year from the date of entry of this Third Amendment. Within 60 days of completion of the study, Superior Refining shall submit to EPA, with a copy to WDNR, the following: (a) a description of the containment, enclosures, physical and/or other barriers, and any other passive mitigation measures to be implemented based on the study, to include a map, diagram, or other visual illustration of the location of such passive mitigation measures; (b) Superior Refining’s planned schedule for implementation of such passive mitigation measures; and (c) a copy of the study. Superior Refining shall report any

changes to the passive mitigation measures to be implemented and/or to the implementation schedule in the semi-annual progress reports required by Paragraph 157 of the Consent Decree.

I. Power Supply

18. Power Supply Enhancements. Superior Refining shall evaluate enhancements to the existing power supply system and backup power supply for the HF Unit, including the HF loading/unloading area, to ensure all critical operational and safety systems remain functioning during the operation of the HF Unit sufficient to prevent an accidental release of HF resulting from the loss of power. Such evaluation shall include assessment of the following:

- a. Backup power supply for all safety-critical systems requiring power (in accordance with API RP 751, Section 2.3.6);
- b. Electric reliability improvements to the HF Unit.

Based on the results of the evaluation, Superior Refining shall install such power reliability enhancements to HF unit where practicable.

19. Power Supply Enhancements Implementation Schedule. Superior Refining shall complete the study required by Paragraph 18 by no later than one year from the date of entry of this Third Amendment. Within 60 days of completion of the study, Superior Refining shall submit to EPA, with a copy to WDNR, the following: (a) a description of the power supply system enhancements (including any backup power changes) to be implemented based on the study, to include a map, diagram, or other visual illustration of the location of such enhancements; (b) Superior Refining's planned schedule for implementation of such enhancements; and (c) a copy of the study. Superior Refining shall report any changes to the power supply system enhancements to be implemented and/or to the implementation schedule in the semi-annual progress reports required by Paragraph 157 of the Consent Decree.

J. Program Revisions

20. Revisions to Refinery Programs. Superior Refining shall update and revise its programs, procedures, analyses, and other relevant operating plans to reflect the upgrades and modifications to the HF Unit, to include the following:

a. Mechanical Integrity Program. Superior Refining shall incorporate each of the recommended and feasible mitigation systems identified in Paragraphs 1 through 19 into the Superior Refinery's mechanical integrity program in adherence to the requirements under 40 C.F.R. Part 68, OSHA, state, local, and other applicable regulations.

b. HF Unit Process Hazard Analysis. Superior Refining shall conduct a PHA for the HF Unit taking into account the mitigation system requirements of Paragraphs 1 through 19 of this Appendix C. The PHA should consider findings and recommendations from other studies evaluating the hazards in the HF Unit.

c. Emergency Response Program. Superior Refining shall review and revise its existing emergency response program, policies, and procedures to incorporate, at a minimum, each of the recommended and feasible mitigation systems identified in Paragraphs 1 through 19 of this Appendix C and to provide information to refinery personnel, emergency responders, and government personnel for responding to releases of HF, including the following:

- i. Procedures for responding to detections of HF;
- ii. Procedures for contacting emergency responders and other local responders;

iii. Procedures for activation and use of each of the mitigation systems identified in Paragraphs 1 through 19 used to contain HF releases and reduce HF exposure;

iv. Updated training materials for first responders and emergency medical technicians (EMTs);

v. Schedule for annual, if not more frequent, HF Unit release drills with refinery personnel and other local responders that may be involved in responding to a release;

vi. Assistance to government personnel responsible for the local emergency community alert system that may include text messaging, e-mail notifications, community radio and television notifications, and other communication media, as applicable;

vii. Assistance to government personnel responsible for the local Community Evacuation Plan;

viii. Superior Refining shall consult with the Douglas County Local Emergency Planning Committee (which includes, pursuant to 42 U.S.C. § 11001(c) and 40 C.F.R. Part 355, appropriate local government representatives, emergency responders, and other local responders) for input on Superior Refining's review of and revisions to its existing emergency response program, policies, and procedures, in order to enhance overall emergency response and coordination with government and other response officials.

d. Emergency Response Program Implementation Schedule. Superior Refining shall complete revisions to the emergency response program and implementation of the revised plans prior to restart of the HF Unit.

K. Project Completion and Reporting

21. Progress Reporting. Commencing with its first progress report pursuant to Section VIII [Reporting and Recordkeeping] of the Consent Decree that is due following the Date of Entry of this Third Amendment, and continuing semi-annually thereafter until completion of the HF Project, Superior Refining shall include in the progress report information describing:

a. For the period covered by the report, a summary of the actions taken to implement each of the HF Project's components (Sections A through J of this Appendix C);

b. A description of any problems anticipated with respect to meeting the deadline for completion of any of the HF Project's components; and

c. Any additional matters Superior Refining believes should be brought to the attention of EPA and WDNR.

22. Completion of Project. Within 120 days following the completion of the HF Project, Superior Refining shall submit to EPA and WDNR for approval a Project completion report that documents:

a. The date the HF Project was completed, including each of the HF Project's components (Sections A through J of this Appendix C);

b. A description of the measures implemented to comply with the requirements for the HF Project; and

c. The expenses incurred by Superior Refining in implementing the HF Project.

23. EPA and/or WDNR may request additional information on the project after Superior Refining submits the completion report, if the information provided is not adequate to conclude that the HF Project has been performed and completed in accordance with this Third Amendment.

24. Approval or Disapproval of HF Project's Completion. The following procedure shall be followed for determining whether the HF Project is completed:

a. Approval. If EPA, in consultation with WDNR, concludes based on the HF Project completion report or subsequent information provided by Superior Refining that the HF Project has been performed and completed as required by this Third Amendment, then EPA will approve completion of the HF Project.

b. Disapproval. If EPA, in consultation with WDNR, concludes based on the Project completion report or subsequent information provided by Superior Refining that the Project has not been performed and completed in accordance with this Third Amendment, then EPA will disapprove completion of the HF Project. EPA, in consultation with WDNR, shall provide written comments explaining the basis for declining approval of the HF Project's completion and the action(s) needed to complete the mitigation project as soon as reasonably practicable. Within 60 days of receiving written comments from EPA, Superior Refining shall either:

i. Implement the action(s) needed to complete the HF Project; or

ii. Submit the matter for dispute resolution, including the period of informal negotiations, under Section XIV [Retention of Jurisdiction/Dispute Resolution] of the Consent Decree.

25. Relationship to April 26, 2018 Incident. The requirements of this Appendix C provide for certain upgrades to some of the equipment and/or operational elements relating to the Superior Refinery's HF Unit, as an overall improvement to those currently in place. The requirements of this Appendix C are separate from and independent of either the investigation of the Incident by the U.S. Chemical Safety and Hazard Investigation Board ("CSB") or by EPA under Section 112(r) of the Clean Air Act. However, nothing in any provision of this Appendix C would prohibit changes to the HF Unit's equipment or operations resulting from the CSB's or EPA's investigations; such modifications to this Third Amendment shall be made as provided in Paragraph 284 of the Consent Decree (Modification).