

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

UNITED STATES OF AMERICA,)	
the LOUISIANA DEPARTMENT OF)	
ENVIRONMENTAL QUALITY)	
and STATE OF WISCONSIN,)	
)	CIVIL ACTION NO. 3:10-cv-00563-bbc
Plaintiffs,)	
)	
v.)	
)	
MURPHY OIL USA, Inc.,)	
)	
Defendant)	
_____)	

FIRST 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 entered by this Court on February 16, 2011 (hereinafter “the Consent Decree”);

WHEREAS, Murphy has agreed to sell and Valero Refining – Meraux LLC (hereinafter “Valero”) has agreed to buy one of the refineries covered by that Consent Decree, to wit, the refinery located in Meraux, Louisiana (hereinafter the “Meraux Refinery”);

WHEREAS, Valero has contractually agreed to assume the liabilities and obligations imposed by, and to be bound by the terms and conditions of, the Consent Decree as such liabilities, obligations, terms, and conditions relate to the Meraux Refinery;

WHEREAS, the United States and the Louisiana Department of Environmental Quality agree, based on Valero’s representations, that Valero has the financial and technical ability to assume the obligations and liabilities imposed by the Consent Decree as they relate to the Meraux Refinery;

WHEREAS, Murphy has agreed to sell and Calumet Superior, LLC (hereinafter “Calumet”) has agreed to buy one of the refineries covered by that Consent Decree, to wit, the refinery located in Superior, Wisconsin (hereinafter the “Superior Refinery”);

WHEREAS, Calumet has contractually agreed to assume the liabilities and obligations imposed by, and to be bound by the terms and conditions of, the Consent Decree as such liabilities, obligations, terms, and conditions relate to the Superior Refinery;

WHEREAS, the United States and the State of Wisconsin agree, based on Calumet’s representations, that Calumet has the financial and technical ability to assume the obligations and liabilities imposed by the Consent Decree as they relate to the Superior Refinery;

WHEREAS, Murphy has reported in certified reports as required by the Consent Decree that it has satisfied the requirements of the Consent Decree that were due by the Date of Entry, and has paid the civil penalty required pursuant to Paragraph 161 of the Consent Decree;

WHEREAS, the United States, the State of Wisconsin, the Louisiana Department of Environmental Quality, Murphy, and Valero desire to amend the Consent Decree to transfer to Valero the obligations and liabilities imposed by the Consent Decree as they pertain to the Meraux Refinery; to release Murphy from all remaining obligations and liabilities under the Consent Decree as they relate to the Meraux Refinery; and to extend to Valero, as of the closing date for the sale of the Meraux Refinery to Valero, October 1, 2011 (“the Meraux Refinery Closing Date”), the rights, benefits, and releases of the Consent Decree as they relate to the Meraux Refinery;

WHEREAS, the United States, the State of Wisconsin, the Louisiana Department of Environmental Quality, Murphy, and Calumet desire to amend the Consent Decree to transfer to Calumet the obligations and liabilities imposed by the Consent Decree as they pertain to the Superior Refinery; to release Murphy from all remaining obligations and liabilities under the Consent Decree as they relate to the Superior Refinery; and to extend to Calumet, as of the closing date for the sale of the Superior Refinery to Calumet, September 30, 2011 (“the Superior Refinery Closing Date”), the rights, benefits, and releases of the Consent Decree as they relate to the Superior Refinery;

WHEREAS, each of the undersigned has reviewed and hereby consents to this amendment;

WHEREAS, Paragraph 284 of the Consent Decree requires that this material amendment be approved by the Court before it is effective; and

WHEREAS, for the convenience of the Court, attached to this amendment is a copy of the Amended Consent Decree showing the revisions to the language reflecting the changes listed below;

NOW THEREFORE, the United States, the State of Wisconsin, the Louisiana Department of Environmental Quality, Murphy, Valero, and Calumet hereby agree that, upon approval of this amendment (the "First Amendment") by the Court, the Consent Decree shall thereby be amended as follows:

1. Transfer of Refineries to Valero and Calumet.

a. Meraux Refinery. Except as provided in Paragraph 2 of this First Amendment, effective on the Meraux Refinery Closing Date, Valero hereby assumes all obligations and liabilities imposed by the Consent Decree on the Meraux Refinery, and secures all rights and benefits of this Consent Decree as they relate to the Meraux Refinery. Effective on the Meraux Refinery Closing Date, the terms and conditions of the Consent Decree as they relate to the Meraux Refinery shall hereby apply to, be binding upon, and be enforceable against Valero to the same extent as if Valero were specifically identified and/or named in those provisions of the Consent Decree.

b. Superior Refinery. Except as provided in Paragraph 2 of this First Amendment, effective on the Superior Refinery Closing Date, Calumet hereby assumes all obligations and liabilities imposed by the Consent Decree on the Superior Refinery, and the terms and conditions of the Consent Decree as they relate to the Superior Refinery shall hereby apply to, be binding upon, and be enforceable against Calumet to the same extent as if Calumet were specifically identified and/or named in those provisions of the Consent Decree.

2. The parties acknowledge that in no event shall Valero bear any liability under the Consent Decree for acts or omissions to the extent relating to the Superior Refinery, and in no event shall Calumet bear any liability under the Consent Decree for acts or omissions to the extent relating to the Meraux Refinery.

3. Neither Valero nor Calumet shall be responsible for any portion of the Civil Penalty provided for in Part IX of the Consent Decree, which Civil Penalty the United States, the State of Wisconsin, and the Louisiana Department of Environmental Quality acknowledge has been paid in full.

4. Except as provided below, upon entry by the Court of this Amendment, Murphy is released from all obligations and liabilities, but retains all rights, benefits, and releases, under the Consent Decree as they relate to the Meraux Refinery and the Superior Refinery.

5. The references to “Murphy” in the Consent Decree shall be revised as follows:

a. In Paragraphs 4, 5, 156N, 275 and 278, “Murphy” shall be revised to refer to “the Defendant Parties.” In Paragraphs 167, 233, 242, 255, 267, 268, 270 and 280, “Murphy” shall be revised to refer to “a Defendant Party.”

b. In Paragraphs 10.JJJ, 11.c, 39, 148, 273, and in the Summary Paragraphs at the heading of Parts V.A, V.B, V.C, V.G, V.J, “Murphy” shall be revised to refer to “the Refinery Parties.”

c. In Paragraphs 12, 16, 149, 150.a, 150.b, 150.d, 152, 153 through 156, 156A.a-c, 156B through 156E, and the Summary Paragraph at the heading of Part VII.A, “Murphy” shall be revised to refer to “the Meraux Refinery.” In Paragraph 279, “Murphy’s Meraux Refinery” shall be revised to refer to “the Meraux Refinery.”

d. In Paragraphs 13, 14, 17, 45.b, 57.d, 74.a, 119 and 121, “Murphy” shall be revised to refer to “the Superior Refinery.”

e. In Paragraphs 15, 18, 27, 36, 37, 39, 42, 50, 53, 118 and 147 “Murphy” shall be revised to refer to “each Refinery Party.”

f. In Paragraphs 10.UU, 41.b, 150.c, 151, 156L, 241, 242, 271 and 286 through 289, “Murphy” shall be revised to refer to “a Refinery Party.”

g. In Paragraphs 54, 55, 57.c., 58 through 61, 64 through 67, 72, 90.e, 156F, 156I, 182, 208, 224, 260, 274, 276 and 291, “Murphy” shall be revised to refer to “the Meraux Refinery and the Superior Refinery (as applicable).”

h. In Paragraphs 156M, 156O, 236 through 240, 253, 256 and 259, “Murphy” shall be revised to refer to “the appropriate Refinery Party.”

i. In Paragraphs 232, 246 through 250 and 262, “Murphy” shall be revised to refer to “the applicable Defendant Party.”

6. Except in Paragraph 10.KK, all references to “Murphy Refinery” or “Murphy Refineries” shall be revised to refer to “Refinery” or “Refineries,” as applicable.

a. The definition of “Murphy or the Murphy Refineries” in Paragraph 10.KK shall be revised to read as follows:

KK. “Refineries” shall mean the Meraux Refinery and the Superior Refinery. The term “Refinery” may refer to either the Meraux Refinery or the Superior Refinery, as applicable.

b. The definition of “Meraux Refinery” in Paragraph 10.JJ shall be revised to read as follows:

JJ. “Meraux Refinery” shall mean the refinery owned and operated by Valero in Meraux, Louisiana.

c. The definition of “Superior Refinery” in Paragraph 10.GGG shall be revised to read as follows:

GGG. “Superior Refinery” shall mean the refinery owned and operated by Calumet in Superior, Wisconsin.

7. The definition of “Parties” in Paragraph 10.TT. shall be revised to read as follows:

TT. “Parties” shall mean the United States, the Louisiana Department of Environmental Quality, the State of Wisconsin, Murphy Oil USA, Inc., Valero Refining – Meraux LLC, and Calumet Superior, LLC.

8. New Paragraphs 10.NNN, 10.OOO and 10.PPP shall be added, as follows:

NNN. “Valero” shall mean Valero Refining – Meraux LLC.

OOO. “Calumet” shall mean Calumet Superior, LLC.

PPP. “Defendant Parties” shall mean Murphy, Valero, and Calumet.

QQQ. "Refinery Parties" shall mean Valero and Calumet.

9. Paragraph 6 of the Consent Decree is revised to read as follows:
 6. Effective from the Date of Entry of this Consent Decree until termination pursuant to Part XVII, the Defendant Parties agree that the Superior Refinery and Meraux Refinery are covered by this Consent Decree. Effective from the Date of Entry of this Consent Decree, each Refinery Party (as applicable) shall give written notice of this Consent Decree to any successors in interest to the Superior Refinery and/or the Meraux Refinery prior to the transfer of ownership or operation of any portion of the applicable Refinery and shall provide a copy of this Consent Decree to any successor in interest. Each Refinery Party (as applicable) shall notify the United States and the applicable Co-Plaintiff, in accordance with the notice provisions set forth in Paragraph 280 ("Notice"), of any successor in interest at least 30 days prior to any such transfer.

10. Paragraph 7 of the Consent Decree is revised to read as follows:
 7. The applicable Refinery Party shall condition any 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 Superior Refinery and/or Meraux Refinery, as applicable, upon the execution by the transferee of a modification to this Consent Decree, which makes the terms and conditions of this Consent Decree applicable to the transferee. In the event of such transfer, the applicable Refinery Party shall notify the United States and the applicable Co-Plaintiff in accordance with the notice provisions in Paragraph 280 ("Notice"). By no earlier than 30 days after such notice, the applicable Refinery Party may file a motion to modify this Consent Decree with the Court to make the terms and conditions of this Consent Decree applicable to the transferee. The applicable Refinery Party shall be released from the obligations and liabilities of this Consent Decree unless the United States or the applicable Co-Plaintiff 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.

11. Paragraph 8 of the Consent Decree is revised to read as follows:

8. Except as provided in Paragraph 7, Calumet shall be solely responsible for ensuring that performance of the work required under this Consent Decree, as it pertains to the Superior Refinery, is undertaken in accordance with the deadlines and requirements contained in this Consent Decree and any attachments hereto. Except as provided in Paragraph 7, Valero shall be solely responsible for ensuring that performance of the work required under this Consent Decree, as it pertains to the Meraux Refinery, is undertaken in accordance with the deadlines and requirements contained in this Consent Decree and any attachments hereto. Each Refinery Party shall provide a copy of the applicable provisions of this Consent Decree to 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 relevant portions of this Consent Decree do not need to be supplied to firms who are retained solely to supply materials or equipment to satisfy the requirements of this Consent Decree.

12. Paragraph 31 shall be revised to read as follows:

31. Reduction of NOx Emissions from Combustion Units.

a. By no later than eight (8) years from the Date of Entry, the Meraux Refinery will use Qualifying Controls to reduce NOx emissions from the Combustion Units listed in Appendix B by at least 239 tons per year, so as to satisfy the following inequality:

$$\sum_{i=1}^n [(E_{\text{actual}})_i - (E_{\text{allowable}})_i] \geq 239 \text{ tons of NOx per year}$$

Where:

- $(E_{\text{allowable}})_i$ = [(The permitted allowable pounds of NOx per million BTU for Combustion Unit i, or, the requested portion of the permitted reduction pursuant to Paragraph 151/(2000 pounds per ton)] x [(the lower of permitted or maximum heat input rate capacity in million BTU per hour for Combustion Unit i) x (the lower of 8760 or permitted hours per year)];
- $(E_{\text{actual}})_i$ = The tons of NOx per year prior actual emissions during the refinery baseline years (unless prior actual emissions exceed allowable emissions, then use allowable) as shown in Appendix B for each Combustion Unit i listed in Appendix B; and
- n = The number of Combustion Units with Qualifying Controls from those listed in Appendix B that are selected by the Meraux Refinery to satisfy the requirements of the equation set forth in this sub-Paragraph.

b. By no later than eight (8) years from the Date of Entry, the Superior Refinery will use Qualifying Controls to reduce NOx emissions from the Combustion Units listed in Appendix B by at least 99.0 tons per year, so as to satisfy the following inequality:

$$\sum_{i=1}^n [(E_{\text{actual}})_i - (E_{\text{allowable}})_i] \geq 99.0 \text{ tons of NOx per year}$$

Where:

- $(E_{\text{allowable}})_i$ = [(The permitted allowable pounds of NOx per million BTU for Combustion Unit i, or, the requested portion of the permitted reduction pursuant to Paragraph 151/(2000 pounds per ton)] x [(the lower of permitted or maximum heat input rate capacity in million BTU per hour for Combustion Unit i) x (the lower of 8760 or permitted hours per year)];
- $(E_{\text{actual}})_i$ = The tons of NOx per year prior actual emissions during the refinery baseline years (unless prior actual emissions exceed allowable emissions, then use allowable) as shown in Appendix B for each Combustion Unit i listed in Appendix B; and
- n = The number of Combustion Units with Qualifying Controls from those listed in Appendix B that are selected by the Superior Refinery to satisfy the

requirements of the equation set forth in this sub-Paragraph.

Permit limits established to implement sub-Paragraphs 31(a) and 31(b) may use a 365-day rolling average for Heaters and Boilers that use a CEMS or a predictive emissions monitoring system (PEMS) to monitor compliance.

13. Paragraph 34 shall be revised to read as follows:

34. Interim Reductions of NOx Emissions from Combustion Units.

a. By no later than four (4) years from the Date of Entry, the Meraux Refinery shall have installed Qualifying Controls and have applied for emission limits from the appropriate permitting authority sufficient to achieve, in the aggregate, a reduction in NOx emissions of 143 tons per year. No later than four (4) years and ninety (90) days from the Date of Entry, the Meraux Refinery shall provide to EPA and LDEQ a report showing how it has satisfied the requirement of this sub-Paragraph.

b. By no later than four (4) years from the Date of Entry, the Superior Refinery shall have installed Qualifying Controls and have applied for emission limits from the appropriate permitting authority sufficient to achieve, in the aggregate, a reduction in NOx emissions of 82.9 tons per year. No later than four (4) years and ninety (90) days from the Date of Entry, the Superior Refinery shall provide to EPA and WDNR a report showing how it has satisfied the requirement of this sub-Paragraph.

14. Paragraph 45.a. shall be revised to read as follows:

a. By no later than the Date of Entry, each of the Refineries shall route all sulfur pit emissions so that they are eliminated, controlled, or included and monitored as part of the SRP's emissions subject to the NSPS Subpart Ja limit for SO₂, 40 C.F.R. § 60.102a(f)(1).

15. Paragraph 48 shall be revised to read as follows:

48. Good Air Pollution Control Practices. On and after the Date of Lodging, the Refineries shall at all times and to the extent practicable, including during periods of Startup, Shutdown, and/or Malfunction, implement good air pollution control practices to minimize emissions from its Flaring Devices as required by 40 C.F.R. § 60.11(d). The Refineries shall implement such good air pollution control practices to minimize Hydrocarbon Flaring Incidents by investigating, reporting and correcting all such incidents in accordance with the procedures in Paragraph 67.

16. Paragraph 49 shall be revised to read as follows:

49. Flaring Devices and NSPS Applicability. The Refineries own and operate the Flaring Devices identified in Appendix D. Each such Flaring Device listed in Appendix D is an “affected facility” (as that term is used in NSPS, 40 C.F.R. Part 60) and by the dates specified in Appendix D shall comply with all applicable requirements of 40 C.F.R. Part 60, Subparts A and J for fuel gas combustion devices used as emergency control devices for quick and safe release of combustible gases.

a. The Refineries shall meet the NSPS Subparts A and J requirements for each Flaring Device as follows:

i. Superior Refinery: By no later than the date listed in Appendix D for the Superior Refinery’s Flaring Devices, the Superior Refinery shall operate each Flaring Device listed in Appendix D as a fuel gas combustion device, monitoring each for the continuous or intermittent, routinely-generated refinery fuel gas streams put into the flare header. By no later than the date listed in Appendix D, the Superior Refinery shall comply with the applicable monitoring requirements of 40 C.F.R. §§ 60.7 and 60.105(a)(4).

ii. Meraux Refinery: By no later than the date listed in Appendix D for the Meraux Refinery’s Flaring Devices, the

Meraux Refinery shall design, install, operate and maintain a flare gas recovery system to control continuous or routine combustion in the Meraux Refinery's Flaring Devices. By no later than the date specified in Appendix D, the Meraux Refinery shall comply with the applicable monitoring requirements of 40 C.F.R. §§ 60.7 and 60.105(a)(4). In addition, until the flare gas recovery system is installed and operational, the Meraux Refinery shall:

(1) By no later than the Date of Lodging, continue to operate its process units in a manner to minimize the concentration of H₂S in continuous or routine streams going to the flares;

(2) By no later than the Date of Lodging, not initiate any new projects that will generate fuel gas streams or that will increase the H₂S concentration in existing fuel gas streams vented to the flares, except (A) as specifically authorized by permit, or (B) to route to the flare gas system gas that would otherwise be vented to the atmosphere. The Meraux Refinery currently has flow monitors installed on each of the Meraux Flaring Devices, which shall continue to be calibrated, maintained, and operated. The Meraux Refinery shall monitor using the existing flow monitors and daily grab samples for H₂S content, until installation of the H₂S CEMS or Total Sulfur continuous monitoring system by the date listed in Appendix D;

(3) By no later than the Date of Lodging, implement a program to verify the integrity of process pressure safety valves (PSV), including valve inspection, testing and repair (the "PSV Program");

(4) By no later than July 31, 2010, comply with LDEQ Compliance Order & Notice of Potential Penalty (CO/NOPP) AE-CN-08-0122, AE-CN-08-0122A, and AE-

CN-08-0122B, including re-routing the Vacuum Vent from the vacuum heater, and the Middle Distillate Hydrotreating (MDH) Product Fractionator overhead receiver vent and the ROSE solvent surge drum vent from the flares to the fuel gas recovery system (the “HyJet Refinery Fuel Gas System”);

(5) By no later than December 31, 2010, use all available information to complete an identification of each tie-in to the flare header and subheader(s), as applicable, within each process unit that vents gas to each flare (“Flare Header Mapping”), and update the Flare Header Mapping as more information becomes available ; and

(6) Continue to operate in compliance with 40 C.F.R. § 60.18; and

(7) Comply with the following emissions limits on the North and South Flares as interim limits, until the Title V permit is revised to incorporate these interim limits pursuant to this Consent Decree for the time period prior to installation and operation of the flare gas recovery system;

- (a) H₂S: 50 lb/day cap over both flares;
- (b) SO₂: 668 tons per year (TPY) cap over both flares;
- (c) CO, NO_x, VOC, PM₁₀: not to exceed combined current permit limits in TPY and average pounds per hour (lb/hr) for GRP 0025 and GRP 0026 in Permit 2500-00001-V5; and
- (d) Maximum hourly limits for the following criteria pollutants at the North Flare:

<u>Pollutant</u>	<u>Limit</u>
CO	24.9 lb/hr
NO _x	4.6 lb/hr
VOC	9.4 lb/hr
PM ₁₀	0.6 lb/hr

SO₂

97.7 lb/hr

b. Within one-hundred and eighty (180) days after the date listed in Appendix D for a Flaring Device, the Refinery at which the Flaring Device is located shall conduct a flare performance test pursuant to 40 C.F.R. §§ 60.8 and 60.18, or an EPA-approved equivalent method. In lieu of conducting the velocity test required in 40 C.F.R. § 60.18, the Refinery may submit velocity calculations which demonstrate that the Flaring Device meets the performance specification required by 40 C.F.R. § 60.18. The Refinery may utilize its demonstration of compliance with Refinery MACT I if such provides substantially equivalent assurance of NSPS compliance, as may then be determined by EPA after an opportunity for consultation with the appropriate Co-Plaintiff.

c. If prior to the termination of this Consent Decree, a Flaring Device becomes subject to NSPS Subpart Ja for a particular pollutant due to a “modification” (as that term is defined in the final Subpart Ja rule), the modified affected facility shall be subject to and comply with NSPS Subpart Ja, in lieu of NSPS Subpart J, for that regulated pollutant to which a standard applies as a result of the modification.

d. If prior to the termination of this Consent Decree, a Flaring Device becomes subject to NSPS Subpart Ja due to a “reconstruction” (as that term is defined in the final Subpart Ja rule), the reconstructed facility shall be subject to and comply with NSPS Subpart Ja for all pollutants in lieu of Subpart J.

17. Paragraph 136 shall be revised to read as follows:

136. Adding New Valves and Pumps.

a. Management of Change. By no later than the Date of Entry, the Refineries shall establish a tracking program for maintenance records (*e.g.*, a Management of Change program) to ensure that valves and

pumps added to the Refineries during maintenance and construction are integrated into the LDAR program.

b. Newly-Installed Valves. By no later than two years from the Date of Entry, each Refinery shall:

i. Ensure that all newly installed valves (other than sampling and instrumentation valves in service on piping with a diameter of 5/8" or less) are fitted, prior to installation, with a Certified Low-Leaking Valve or Certified Low-Leaking Valve Packing Technology; and

ii. Modify its purchasing procedures to ensure that each refinery evaluates the availability of valves and valve packing that meets the requirements for a Certified Low-Leaking Valve or Certified Low-Leaking Valve Packing Technology at the time that the valves, valve packing and/or equipment is acquired for the relevant Refinery.

c. Commercial Unavailability Exception. The Refineries shall not be required to utilize a Certified Low-Leaking Valve or Certified Low-Leaking Valve Packing Technology to replace or repack a valve if a Certified Low-Leaking Valve or Certified Low-Leaking Valve Packing Technology is commercially unavailable, in accordance with the provisions of Appendix E.

d. If a Refinery exercises the Commercial Unavailability Exception under this Paragraph for any valve, then the Refinery shall:

i. Include the following in the Semi-Annual Reports required under this Section: (1) identify each valve for which it could not comply with the requirement to replace or repack the valve with a Certified Low-Leaking Valve or Certified Low-Leaking Valve Packing Technology; (2) all of the information and documentation specified in Appendix E for each valve claimed to be commercially unavailable; and (3) identify the commercially-available valve or packing technology that comes closest to

meeting the requirements for a Certified Low-Leaking Valve or Certified Low-Leaking Valve Packing Technology; and

ii. Install the valve(s) or packing technology it has identified to be commercially available that comes closest to meeting Certified Low-Leaking Valve or Certified Low-Leaking Valve Packing Technology requirements.

e. Ongoing Assessment of Availability. Either Refinery may use a prior determination of Commercial Unavailability of a valve or valve packing pursuant to this Paragraph and Appendix E for a subsequent Commercial Unavailability claim for the same valve or valve packing (or valve or valve packing in the same or similar service), provided that the previous determination was completed within the preceding 12-month period. After one year, the relevant Refinery must conduct a new assessment of the availability of a valve or valve packing meeting Certified Low-Leaking Valve or Certified Low-Leaking Valve Packing Technology requirements.

18. Paragraphs 144 and 145 of the Consent Decree shall be revised to read as follows:

144. Obtaining Permit Limits for Consent Decree Emission Limits That Are Effective Upon Date of Entry. Except as set forth below, by no later than 180 days after the Date of Entry, each Refinery shall submit applications to the relevant permitting authority to incorporate the emission limits and standards required by this Consent Decree that are effective as of the Date of Entry into federally enforceable minor or major new source review permits or other permits (other than Title V permits) that are federally enforceable. For the consolidated Title V construction and operating permit program in the State of Louisiana, by no later than 180 days after the Date of Entry, the Meraux Refinery shall submit to LDEQ the appropriate applications, amendments and/or supplements to incorporate as an applicable requirement the emissions limits and standards required by the Consent Decree that are effective as of the Date of Entry, to ensure that the emission limits and standards that are effective as of the Date of

Entry shall survive the termination of this Consent Decree in accordance with Paragraph 147A. If another application for a permit or permit modification (or, for the Meraux Refinery, appropriate application, amendment and/or supplement) is due for the same emissions unit within 365 days of the Date of Entry, the relevant Refinery shall submit both such applications by the application/renewal date. Upon issuance of such permits or in conjunction with such permitting, the Refinery shall file any applications necessary to incorporate the requirements of those permits into the Title V permit for the relevant Refinery.

145. Obtaining Permit Limits For Consent Decree Emission Limits That Become Effective After Date of Entry. Except as set forth below, as soon as practicable, but in no event later than 180 days after the effective date or establishment of any emission limits and standards required by this Consent Decree other than those effective as of the Date of Entry, the Refineries shall submit applications to the relevant permitting authority to incorporate those emission limits and standards into federally enforceable minor or major new source review permits, or other permits (other than Title V permits) which are federally enforceable. For the consolidated Title V construction and operating permit program in the State of Louisiana, by no later than 180 days after the effective date or establishment of any emission limits and standards required by this Consent Decree other than those effective as of the Date of Entry, the Meraux Refinery shall submit to LDEQ the appropriate applications, amendments and/or supplements to incorporate as an applicable requirement the emissions limits and standards required by the Consent Decree that are effective after the Date of Entry, to ensure that the emission limits and standards that are effective after of the Date of Entry shall survive the termination of this Consent Decree in accordance with Paragraph 147A. Upon issuance of such permit or in conjunction with such permitting, the Refineries shall file any applications necessary to incorporate the requirements of that permit into the Title V permit for the relevant Refinery when issued.

19. Paragraph 147A shall be revised to read as follows:

147A. Obligations that Shall Survive Consent Decree Termination. The requirements imposed by the following provisions of this Consent Decree shall survive termination of the Consent Decree under Part XVII:

a. Emission Limits and Standards. The following Consent Decree requirements shall constitute emission limits and standards that shall survive termination of the Consent Decree by virtue of being incorporated into federally-enforceable permits:

i. Subparagraphs 12.c and d, 14.b, c, d, and e (as applicable), and Paragraph 15 in Section V.A (*FCCU NO_x limits*);

ii. Paragraphs 16, 17, and 18 in Section V.B (*FCCU SO₂ limits*);

iii. Paragraphs 20, 21 (if applicable as of the date of termination), and 23 in Section V.C (*FCCU PM limits*);

iv. Paragraphs 24, 25 (if applicable as of the date of termination), 26 and 27 in Section V.D (*FCCU CO limits*);

v. Paragraphs 28 and 29 in Section V.E (*FCCU Regenerator limits*);

vi. Paragraphs 31, 34, 35, 36, and 37 in Section V.F (*Heater and Boiler limits*);

vii. Subparagraph 41.a and Paragraph 42 in Section V.G (*NSPS for Heaters and Boilers and SO₂ controls*);

viii. Paragraphs 43 and Subparagraph 44.a (*NSPS for SRPs*), Subparagraph 44.b (*PSD for SRP*) and Subparagraph 45.a in Section V.H (*NSPS for sulfur pit*); and

ix. Paragraphs 48 and 50 and Subparagraph 49.a in Section V.I (*NSPS for flaring devices*).

b. Certain Other Requirements.

i. Subparagraph 46.a (as specified therein) in Section V.H (*PMO Plans*);

ii. Paragraph 53 (as specified therein) and Subparagraph 64.a (as specified therein) in Section V.J (*Corrective action for acid gas and tail gas flaring incidents*);

iii. Paragraph 67 (as specified therein) in Section V.K (*Corrective action for hydrocarbon flaring incidents*); and

iv. All of Part VI (*Emission Credit Generation*).

c. Agreement Required for Changes to Surviving Requirements. In the event a Refinery should ever seek, after termination of this Consent Decree, to delete or modify an emission limit or standard surviving termination by virtue of Subparagraph 147A.a, such emission limit or standard shall not be deleted or modified unless EPA and the applicable Co-Plaintiff shall have first agreed in writing to the deletion or modification. In the event that a Refinery should ever seek to delete or modify any of the certain other requirements surviving termination pursuant to Subparagraph 147A.b, such requirement shall not be deleted or modified unless EPA and the applicable Co-Plaintiff shall have first agreed in writing to the deletion or modification.

20. The first paragraph in the Paragraph 156A shall be revised to read as follows:

156A. Meraux Refinery Coking Unit – BACT Determination. As of the Date of Lodging, the Meraux Refinery does not have a fluid coking unit (a process unit in which petroleum derivatives are thermally cracked and petroleum coke is continuously produced in a fluidized bed system) or a delayed coking unit (a process unit in which petroleum derivatives are thermally cracked and petroleum coke is produced in a series of closed, batch system reactors), nor has the Meraux Refinery prepared or submitted a current application to LDEQ to construct a coking unit. In the event that the Meraux Refinery seeks to construct and operate a coking unit at the Meraux Refinery, the Meraux Refinery shall submit a major or minor PSD permit application to LDEQ. BACT (or LAER) for VOC, PM, H₂S and TRS shall be determined through the LDEQ PSD permit process; however,

any such coking unit shall at a minimum be subject to the following requirements to control VOC and PM emissions:

21. Paragraphs 157 through 160 shall be revised to read as follows:

157. Within thirty (30) calendar days after the end of the first semi-annual period after the Date of Entry of the Consent Decree, and semi-annually on each subsequent January 31 and July 31 thereafter, each Refinery shall submit to EPA and to LDEQ or WDNR (as applicable) a semi-annual report as provided in this Part. Each semi-annual report shall contain the following information for the previous six month period (*e.g.*, July to December):

a. For the period covered by the report, a summary of the emissions data for the Refinery that is specifically required by the reporting requirements of the Consent Decree;

b. A description of any problems anticipated with respect to meeting the requirements of this Consent Decree at the Refinery;

c. For the Meraux Refinery, a description of the Supplemental Environmental Project and implementation activity in accordance with this Consent Decree;

d. Any additional matters the Refinery believes should be brought to the attention of EPA, and LDEQ or WDNR (as applicable); and

e. Any additional items required by any other Paragraph of this Consent Decree to be submitted with a semi-annual report.

158. Emissions Data. In the semi-annual report required by Paragraph 157 to be submitted after the second quarter of each year, each Refinery Party shall provide a summary of annual emissions data applicable to its refinery for the prior calendar year, to include:

a. NO_x emissions in tons per year for each heater and boiler greater than 40 mmBTU/hr maximum fired duty;

b. NO_x emissions in tons per year as a sum for all heaters and boilers less than 40 mmBTU/hr maximum fired duty;

- c. SO₂, CO, and PM emissions in tons per year as a sum for all heaters and boilers;
- d. SO₂ emissions from all Sulfur Recovery Plants in tons per year;
- e. SO₂ emissions from all Acid Gas Flaring and Tail Gas Incidents by flare in tons per year;
- f. NO_x, SO₂, PM, and CO emissions in tons per year as a sum at the Refinery for all other emissions units for which emissions information is required to be included in the facilities' annual emissions summaries and that are not identified above; and
- g. SO₂, NO_x, CO, and PM emissions in tons per year for each FCCU.

For each of the estimates or calculations in Subparagraphs 158.a through 158.g above, the basis for the emissions estimate or calculation (*i.e.*, stack tests, CEMS, emission factor, etc.). To the extent that the required emissions summary data is available in other reports generated by the Refinery, such other reports can be attached or the appropriate information can be extracted from such other reports and attached to the semi-annual report to satisfy the requirement.

159. Exceedances of Emissions Limits. In each semi-annual report required under Paragraph 157, each Refinery shall provide a summary of all exceedances of emission limits required or established by this Consent Decree, which shall include:

- a. For operating units emissions limits that are required by this Consent Decree and monitored with CEMS, for each CEMS:
 - i. Total period where the emissions limit was exceeded, if applicable, expressed as a percentage of operating time for each Calendar Quarter;
 - ii. Where the operating unit has exceeded the emissions limit more than 1% of the total time of the Calendar Quarter, identification of each averaging period that exceeded the limit by time and date, the actual emissions of that averaging

period (in the units of the limit), and any identified cause for the exceedance (including Startup, Shutdown, maintenance or Malfunction), and, if it was a Malfunction, an explanation and any corrective actions taken;

iii. Total downtime of the CEMS, if applicable, expressed as a percentage of operating time for the Calendar Quarter;

iv. Where the CEMS downtime is greater than 5% of the total time in a Calendar Quarter for a unit, identify the periods of downtime by time and date, and any identified cause of the downtime (including maintenance or Malfunction), and, if it was a Malfunction, an explanation and any corrective action taken; and

v. If a report filed pursuant to another applicable legal requirement contains all of the information required by this paragraph in a similar or same format, the requirements of this paragraph may be satisfied by attaching a copy of such report.

b. For any exceedance of an emissions limit required by this Consent Decree from an operating unit monitored through stack testing:

i. A summary of the results of the stack test in which the exceedance occurred; and

ii. A copy of the full stack test report in which the exceedance occurred.

iii. To the extent that a Refinery has already submitted the stack test results to the EPA and LDEQ or WDNR(as applicable), the Refinery need not resubmit them, but may instead reference the submission in the report (*e.g.*, date, addressee, reason for submission).

160. Certification. Each semi-annual report shall be certified by either the person responsible for environmental management and compliance, or by a

person responsible for overseeing implementation of this Consent Decree at the applicable Refinery. The certification shall state:

I certify under penalty of law that this information was 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 directions and my inquiry of the person(s) who manage the system, or the person(s) directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

The Refineries shall retain all records required to be maintained in accordance with this Consent Decree for a period of no less than five (5) years or until Termination, whichever is longer, unless applicable regulations require the record to be maintained longer, in which case the Refineries shall comply with those regulations.

22. Paragraph 230 shall be revised to read as follows:

230. Demand for Stipulated Penalties. A Defendant Party will pay stipulated penalties upon written demand by the United States and/or the Louisiana Department of Environmental Quality or the State of Wisconsin (as applicable) by no later than sixty (60) days after the Defendant Party receives such demand. Demand from one agency will be deemed a demand from all applicable agencies, but the agencies will consult with each other prior to making a demand. A demand for the payment of stipulated penalties will identify the particular violation(s) to which the stipulated penalty relates, the stipulated penalty amount that EPA or the Louisiana Department of Environmental Quality or the State of Wisconsin (as applicable) is demanding for each violation (as can be best estimated), the calculation method underlying the demand, and the grounds upon which the demand is based. After consultation with each other, the United States or the Louisiana Department of Environmental Quality or the State of Wisconsin (as applicable) may, in their unreviewable discretion, waive

payment of any portion of stipulated penalties that may accrue under this Consent Decree.

23. Paragraph 234 shall be revised to read as follows:

234. Murphy will be liable for interest on the unpaid balance of the civil penalty specified in Part IX. The applicable Defendant Party will be liable for interest on any unpaid balance of stipulated penalties to be paid in accordance with Part X. All such interest will accrue at the rate established pursuant to 28 U.S.C. § 1961(a) – *i.e.*, a rate equal to the coupon issue yield equivalent (as determined by the Secretary of Treasury) of the average accepted auction price for the last auction of 52-week U.S. Treasury bills settled prior to the Date of Lodging of the Consent Decree. Interest will be computed daily and compounded annually. Interest will be calculated from the date payment is due under the Consent Decree through the date of actual payment. For purposes of this Paragraph 234, interest pursuant to this Paragraph will cease to accrue on the amount of any stipulated penalty payment made into an interest bearing escrow account as contemplated by Paragraph 232 of the Consent Decree. Monies timely paid into escrow will not be considered to be an unpaid balance under this Part.

24. Paragraphs 256 through 259 shall be revised to read as follows:

256. Liability Resolution for PM Under the Applicable NSR/PSD Requirements. If and when the Superior Refinery and/or the Meraux Refinery accept an emission limit of 0.5 pounds PM per 1000 pounds of coke burned on a 3-hour average basis and demonstrate compliance by conducting a 3-hour performance test representative of normal operating conditions for PM emissions at the Superior and/or Meraux FCCUs, then all civil liability of Murphy and the Refinery Party to the United States and the Louisiana Department of Environmental Quality and/or the State of Wisconsin (as applicable) shall be resolved for violations of the Applicable NSR/PSD Requirements relating to PM emissions at the relevant Refinery resulting from construction or modification of the FCCU that occurred prior to the Date of Lodging of the Consent Decree that

either ceased prior to the Date of Lodging of the Consent Decree or continued up to the date on which the Refinery demonstrates compliance with such PM emission limit for that Refinery.

257. Liability Resolution for CO Under the Applicable NSR/PSD Requirements. If and when the Superior Refinery and/or Meraux Refinery accepts an emission limit of 100 ppmvd of CO at 0% O₂ on an 365-day rolling average basis and demonstrates compliance using CEMS at the relevant Refinery, then all civil liability of Murphy and the relevant Refinery Party to the United States and the Louisiana Department of Environmental Quality and/or the State of Wisconsin (as applicable) shall be resolved for violations of the Applicable NSR/PSD Requirements relating to CO emissions at the relevant Refinery resulting from construction or modification of the FCCU for the relevant Refinery that occurred prior to the Date of Lodging of the Consent Decree and that either ceased prior to the Date of Lodging or continued up to the date on which the relevant Refinery Party demonstrates compliance with such CO emission limit for that refinery.

258. Reservation of Rights: Release for Violations Continuing After the Date of Lodging Can Be Rendered Void. Notwithstanding Paragraph 255, the release of liability by the United States and the Louisiana Department of Environmental Quality and the State of Wisconsin to the Defendant Parties for violations of the Applicable NSR/PSD Requirements during the period between the Date of Lodging of the Consent Decree and the Post-Lodging Compliance Dates shall be rendered void with respect to any Refinery that materially fails to comply with the obligations and requirements of Paragraphs 11-14 and 16-17; provided, however, that the release identified above shall not be rendered void if the applicable Refinery remedies such material failure and pays any stipulated penalties due as a result of such material failure. The voidance of the release of liability with respect to one Refinery shall not affect the release of liability with respect to the other Refinery.

259. Exclusions from Release Coverage: Construction and/or Modification Not Covered.

a. Murphy. Notwithstanding Paragraphs 255-257, nothing in this Consent Decree precludes the United States and/or the Louisiana Department of Environmental Quality or the State of Wisconsin (as applicable) from seeking from Murphy penalties or other appropriate relief for violations by Murphy of the Applicable NSR/PSD Requirements resulting from construction or modification that: (i) commenced prior to the Date of Lodging of the Consent Decree for pollutants or units not covered by the Consent Decree or (ii) commences after the Date of Lodging of the Consent Decree, up to the Meraux Refinery Closing Date (for the Meraux Refinery) or the Superior Refinery Closing Date (for the Superior Refinery).

b. Valero and Calumet. Notwithstanding Paragraphs 255-257, nothing in this Consent Decree precludes the United States and/or the Louisiana Department of Environmental Quality or the State of Wisconsin (as applicable) from seeking from Valero (with respect to the Meraux Refinery) or Calumet (with respect to the Superior Refinery):

(1) injunctive relief for violations of the Applicable NSR/PSD Requirements resulting from construction or modification at the Meraux or Superior Refineries that commenced prior to the Meraux Refinery Closing Date or the Superior Refinery Closing Date (as applicable), if the resulting violations relate to pollutants or units not covered by the Consent Decree; or

(2) injunctive relief, penalties, or other appropriate relief for violations by Valero or Calumet (as applicable) of the Applicable NSR/PSD Requirements resulting from construction or modification that commenced after the Meraux Refinery Closing Date or the Superior Refinery Closing Date (as applicable).

25. Paragraph 261 is revised to read as follows:

261. New Source Performance Standards Subparts A and J or Ja Resolution of Liability. Entry of this Consent Decree shall resolve all civil liability of Murphy (with respect to the Meraux and Superior Refineries), Valero (with respect to the Meraux Refinery), and Calumet (with respect to the Superior Refinery) to the United States and the Louisiana Department of Environmental Quality and the State of Wisconsin (as applicable) for violations of the Applicable NSPS Subparts A and J or Ja Requirements, arising from emissions of the following pollutants from the following units, from the date that the claims of the United States and the Louisiana Department of Environmental Quality and the State of Wisconsin (as applicable) accrued through the following dates:

<u>Refinery/Unit</u>	<u>NSPS Subpart</u>	<u>Pollutant</u>	<u>Date</u>
Meraux FCCU	Subparts A, J	SO ₂	Date of Entry
		CO	Date of Entry
		PM (opacity)	Date of Entry
Superior FCCU	Subparts A, J	SO ₂	Date of Entry
		CO	Date of Entry
		PM (opacity)	Date of Entry
<u>All Facilities</u>			
All Heaters and Boilers (Combustion Units) Listed in Appendix B	Subparts A, J	SO ₂	Date of Entry or Date Listed in Appendix B
All SRPs	Subparts A, J & Ja	SO ₂	Date of Entry
All Flaring Devices and Fuel Gas Combustion Devices	Subparts A, J	SO ₂	Date Listed in Appendix D

26. Paragraphs 264 and 265 shall be revised to read as follows:

264. LDAR and Benzene Waste NESHAP Resolution of Liability. Entry of this Consent Decree shall resolve all civil liability of the Defendant Parties to the United States and the Louisiana Department of Environmental Quality and the State of Wisconsin for violations of the following statutory and regulatory requirements that (1) commenced and ceased prior to the Date of Entry of the Consent Decree; and (2) commenced prior to the Date of Entry of the Consent Decree and continued past the Date of Entry, provided that the events giving rise to such violations are identified and addressed by the applicable Refinery as required under Paragraphs 70-74 for Benzene Waste NESHAP requirements and under Paragraphs 118 and 122 for LDAR requirements:

a. LDAR. For all equipment in light liquid service and gas and/or vapor service, the LDAR requirements promulgated pursuant to Sections 111 and 112 of the Clean Air Act, and codified at 40 C.F.R. Part 60, Subparts VV and GGG; 40 C.F.R. Part 61, Subparts J and V; and 40 C.F.R. Part 63, Subparts F, H, and CC;

b. Benzene Waste NESHAP. The National Emission Standard for Benzene Waste Operations, 40 C.F.R. Part 61, Subpart FF, promulgated pursuant to Section 112(e) of the Act, 42 U.S.C. § 7412(e);

c. Any applicable, federally-enforceable state regulations that implement, adopt, or incorporate the specific federal regulatory requirements identified in this Paragraph; and

d. Any applicable state regulations enforceable by the Louisiana Department of Environmental Quality and the State of Wisconsin that implement, adopt, or incorporate the specific federal regulatory requirements identified in this Paragraph.

265. Reservation of Rights. Notwithstanding the resolution of liability in Paragraph 264, nothing in this Consent Decree precludes the United States and/or the Louisiana Department of Environmental Quality or the State of Wisconsin from seeking from any Defendant Party injunctive and/or other equitable relief or civil penalties for violations of Benzene Waste NESHAP and/or LDAR requirements that (A) commenced prior to the Date of Entry and

continued after the Date of Entry if the applicable Refinery fails to identify and address such violations as required by Paragraphs 70-74, and Paragraphs 118 and 122; or (B) commenced after the Date of Entry.

27. Paragraph 280 shall be revised to change electronic mail addresses for certain notice recipients and to add the following contact information:

As to the State of Wisconsin:

Hard-copy and electronic submissions shall be addressed to:

Air Management Program
Wisconsin Department of Natural Resources
1701 North 4th Street
Superior, WI 54880

and submitted electronically to:
neal.baudhuin@wisconsin.gov

Submissions not delivered electronically shall be sent to the address above and to:

Air Management Bureau Director
Wisconsin Department of Natural Resources
P.O. Box 7921
Madison, WI 53707-7921

As to the Meraux Refinery:

Kirk Saffell, Senior Vice President
Health, Safety & Environmental
The Valero Companies
One Valero Way
San Antonio, TX 78249-1616

Richard Walsh, Senior Vice President
The Valero Companies
One Valero Way
San Antonio, TX 78249-1616

Elizabeth Bourbon, Esquire
The Valero Companies
One Valero Way
San Antonio, TX 78249-1616

As to the Superior Refinery:

Gary F. Lindgren
Director, HS&E Programs
2780 Waterfront Parkway, East Drive
Indianapolis, IN 46214

With a copy to:

Joel H. Mack
Latham & Watkins
811 Main St., Ste. 3700
Houston, TX 77002

As to Murphy:

electronic copies to:
harry_lewis@murphyoilcorp.com
jdomike@kilpatricktownsend.com

28. Paragraph 284 shall be revised to read as follows:

284. Modification. This Consent Decree contains the entire agreement of the Parties and will not be modified by any prior oral or written agreement, representation, or understanding. Prior drafts of the Consent Decree will not be used in any action involving the interpretation or enforcement of the Consent Decree. Non-material modifications to this Consent Decree will be effective when signed in writing by the United States, the applicable Defendant Party(ies), and the applicable Co-Plaintiff. The United States will file non-material modifications with the Court on a periodic basis. For purposes of this Paragraph, non-material modifications include but are not limited to modifications to the frequency of reporting obligations and modifications to schedules that do not extend the date for compliance with emissions limitations following the installation of control equipment or the completion of a catalyst additive program, provided that such changes are agreed upon in writing between EPA and the applicable Defendant Party(ies). Material modifications to this Consent Decree will be in writing, signed by the United States, the applicable Co-Plaintiff, and the

applicable Defendant Party(ies), and will be effective upon approval by the Court. Future modification of this Consent Decree to address a sale of all or any portion of either the Meraux Refinery or the Superior Refinery shall not require the approval of any Defendant Party other than the relevant Refinery Party.

29. Paragraph 290 of the Consent Decree shall be revised to read as follows:

290. Termination: Conditions Precedent. This Consent Decree may be terminated as to the Superior Refinery and/or to the Meraux Refinery on an individual basis. This Consent Decree will be subject to termination as to either Refinery upon motion by the relevant Parties (*i.e.*, the United States, the relevant Refinery Party, and either WDNR or LDEQ (as applicable) or upon motion by the applicable Refinery Party acting alone under the conditions identified in this Paragraph. Prior to seeking termination, a Refinery Party must have completed and satisfied all of the following requirements of this Consent Decree, to the extent applicable:

- a. Installation of control technology systems as specified in this Consent Decree;
- b. Compliance with all provisions contained in this Consent Decree, such compliance may be established for specific parts of the Consent Decree in accordance with Paragraphs 286-289;
- c. Payment of all penalties and other monetary obligations due under the terms of the Consent Decree, unless all penalties and/or other monetary obligations owed to the United States or the States of Louisiana and Wisconsin are fully paid as of the time of the Motion;
- d. Completion of the Supplemental Environmental and Other Projects and Additional Injunctive Relief under Part VII;
- e. Application for and receipt of permits incorporating the emission limits and standards established under this Consent Decree; and
- f. Operation for at least one year of each unit in compliance with the emission limits established herein and certification of such

compliance for each unit within the first progress report following the conclusion of the compliance period.

30. This First Amendment may be executed in several counterparts, each of which will be considered an original.

31. Upon the consent and agreement of the parties, it is hereby ORDERED that this First Amendment to Consent Decree is approved and entered as a Final Order of this Court.

Dated and entered this 27th day of April, 2012.



BARBARA B. CRABB

United States District Judge

WE HEREBY CONSENT to the entry of the First Amendment to Consent Decree entered in the matter of *United States, et al., v. Murphy Oil USA, Inc.*, No. 3:10-cv-00563-bbc (W.D. Wis.), subject to the notice and comment provisions of 28 C.F.R. § 50.7.

FOR PLAINTIFF THE UNITED STATES OF AMERICA:

April 24, 2012
DATE

/s/ Ignacia S. Moreno
IGNACIA S. MORENO
Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice
Washington, D.C.

March 26, 2012
DATE

/s/ John Fogarty
JOHN FOGARTY
Special Appointment as a Department of Justice Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

JOHN W. VAUDREUIL
United States Attorney
Western District of Wisconsin

By:

April 25, 2012
DATE

/s/ Leslie K. Herje
LESLIE K. HERJE
Assistant United States Attorney
660 W. Washington Ave., Suite 303
P.O. Box 1585
Madison, WI 53701-1585

WE HEREBY CONSENT to the entry of the First Amendment to Consent Decree entered in the matter of *United States, et al., v. Murphy Oil USA, Inc.*, No. 3:10-cv-00563-bbc (W.D. Wis.), subject to the notice and comment provisions of 28 C.F.R. § 50.7.

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

February 16, 2012
DATE

/s/ Pamela J. Mazakas
PAMELA J. MAZAKAS
Acting Director
Office of Civil Enforcement
Office Enforcement and Compliance Assurance
U.S. Environmental Protection Agency

February 14, 2012
DATE

/s/ Phillip A. Brooks
PHILLIP A. BROOKS
Director
Air Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency

WE HEREBY CONSENT to the entry of the First Amendment to Consent Decree entered in the matter of *United States, et al., v. Murphy Oil USA, Inc.*, No. 3:10-cv-00563-bbc (W.D. Wis.), subject to the notice and comment provisions of 28 C.F.R. § 50.7.

FOR PLAINTIFF THE STATE OF WISCONSIN:

J.B. VAN HOLLEN
Attorney General

By:

February 13, 2012
DATE

Thomas J. Dawson
THOMAS J. DAWSON
Assistant Attorney General
Director – Environmental Protection Unit Wisconsin
Department of Justice
17 West Main Street
Madison, Wisconsin 53707-7857

WE HEREBY CONSENT to the entry of the First Amendment to Consent Decree entered in the matter of *United States, et al., v. Murphy Oil USA, Inc.*, No. 3:10-cv-00563-bbc (W.D. Wis.), subject to the notice and comment provisions of 28 C.F.R. § 50.7.

FOR THE LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY:

February 13, 2012
DATE

/s/ Cheryl Nolan
CHERYL NOLAN
Assistant Secretary
Office of Environmental Compliance
Louisiana Department of Environmental Quality

February 13, 2012
DATE

/s/ Dwana C. King
DWANA C. KING (Bar Roll #20590)
Attorney
Office of the Secretary, Legal Affairs Division
Louisiana Department of Environmental Quality
Post Office Box 4302
Baton Rouge, Louisiana 70821-4302
Telephone No. (225) 219-3985
Fax. No. (225) 219-4068

WE HEREBY CONSENT to the entry of the First Amendment to Consent Decree entered in the matter of *United States, et al., v. Murphy Oil USA, Inc.*, No. 3:10-cv-00563-bbc (W.D. Wis.), subject to the notice and comment provisions of 28 C.F.R. § 50.7.

FOR DEFENDANT MURPHY OIL USA, INC.:

Date: February 8, 2012

/s/ Thomas McKinlay
Thomas McKinlay
President
Murphy Oil USA, Inc.

WE HEREBY CONSENT to the entry of the First Amendment to Consent Decree entered in the matter of *United States, et al., v. Murphy Oil USA, Inc.*, No. 3:10-cv-00563-bbc (W.D. Wis.), subject to the notice and comment provisions of 28 C.F.R. § 50.7.

**FOR DEFENDANT CALUMET SUPERIOR,
LLC:**

Date: March 14, 2012

/s/ Jennifer G. Straumins
JENNIFER G. STRAUMINS
President and Chief Operating Officer
Calumet Superior, LLC

WE HEREBY CONSENT to the entry of the First Amendment to Consent Decree entered in the matter of *United States, et al., v. Murphy Oil USA, Inc.*, No. 3:10-cv-00563-bbc (W.D. Wis.), subject to the notice and comment provisions of 28 C.F.R. § 50.7.

**FOR DEFENDANT VALERO REFINING –
MERAUX LLC:**

Date: March 23, 2012

/s/ Elizabeth Bourbon
Elizabeth Bourbon
Managing Counsel
Valero Refining – Meraux LLC