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U.S. DISTRICT COURT
N.D. OF ALABAMA

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF ALABAMA

UNITED STATES OF AMERICA, and the JEFFERSON COUNTY BOARD OF HEALTH,	
Plaintiffs,	Civil Action No.
v.	CONSENT DECREE
DRUMMOND COMPANY, INC. d/b/a ABC COKE	
Defendant.	

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WHEREAS, in May 2011, the United States Environmental Protection Agency ("EPA") and the Jefferson County Board of Health ("JCBH") conducted an inspection of the coke by-product recovery plant portions of the ABC Coke facility in Tarrant, Jefferson County, Alabama (the "Facility") owned by Drummond Company, Inc. ("Drummond" or "Defendant"), and in 2012 EPA issued information request letters to Drummond with respect to operations at that Facility.

WHEREAS, in May 2014, EPA and JCBH conducted a follow up inspection of the Facility.

WHERAS, based on the findings of the May 2011 and May 2014 Facility inspections and Drummond's response(s) to EPA's information requests, EPA and JCBH contend that the Facility had violated various requirements of the Clean Air Act ("CAA"), 42 U.S.C. §7412, and its implementing regulations.

WHEREAS, Plaintiffs the United States of America and JCBH have filed a complaint in this action concurrently with this Consent Decree ("Consent Decree" or "Decree"), alleging that Defendant Drummond has violated various provisions of the CAA, including the National Emissions Standard for Hazardous Air Pollutant ("NESHAP") for Equipment Leaks (Fugitive Emissions Sources), 40 C.F.R. Part 61, Subpart V, §§ 61.240 through 61.247 ("Subpart V"); the NESHAP for Benzene Emissions from Coke By-Product Recovery Plants, 40 C.F.R. Part 61, Subpart L, §§ 61.130 through 61.139 ("Subpart L"); and the NESHAP for Benzene Waste Operations, 40 C.F.R. Part 61, Subpart FF, §§ 61.340 through 61.359 ("Subpart FF").

WHEREAS, on August 14-17, 2018, EPA and JCBH conducted a follow-up inspection to observe corrective actions undertaken by Drummond in response to the alleged violations.

WHEREAS, based on the August 2018 follow-up inspection and information received from Drummond, EPA and JCBH have determined that the Facility has completed the work described in Appendix B to this Consent Decree to address certain of the alleged violations identified in the inspection reports, and that it will address any remaining alleged violations through the requirements of this Consent Decree.

WHEREAS, Drummond denies the allegations of the Complaint and does not admit to any liability to the United States for civil penalties or injunctive relief arising out of the transactions and occurrences alleged in the Complaint, and specifically denies the applicability of Subpart FF to any effluent at the Facility other than that of the ammonia still.

WHEREAS, Drummond has entered into this Decree without the adjudication or admission of any issue of fact or law except as provided for in Section I of this Decree.

WHEREAS, EPA, JCBH and Drummond (collectively, the "Parties") recognize, and the Court by entering this Decree finds, that this Decree has been negotiated by the Parties in good faith and will avoid litigation among the Parties, and that this Decree is fair, reasonable, and in the public interest.

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

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, 1355 and 1367, and Section 113(b) of the CAA, 42 U.S.C. § 7413(b), and over the Parties. Venue lies in the United States District Court for the Northern District of Alabama (the "District") pursuant to Section 113(b) of the CAA, 42 U.S.C. § 7413(b), because the events giving rise to the claims alleged herein occurred in this District, and Drummond does business and has its principal place of business in this District. For purposes of this Decree, or any action to enforce this Decree, Drummond consents to this Court's jurisdiction over this Decree and any such action and over Drummond and consents to venue in this District.

II. APPLICABILITY

2. The obligations of this Consent Decree apply to and are binding upon the Parties and any successors, assigns, or other entities or persons otherwise bound by law.

3. No transfer of ownership or operation of the Facility, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve Drummond of its obligation to ensure that the terms of the Decree are implemented. At least 30 Days prior to such transfer, Drummond shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written agreement, to EPA - Region 4, JCBH, and the United States Department of Justice, in accordance with Section XV (Notices). Any attempt to transfer ownership or operation of the Facility without complying with this Paragraph constitutes a violation of this Decree.

4. Drummond shall provide a copy of this Consent Decree to all officers, employees, and agents whose duties might reasonably include compliance with any provision of this Decree, as well as to any contractor retained to perform work required under this Consent Decree. Drummond shall condition any such contract upon performance of the work in conformity with the terms of this Consent Decree.

5. In any action to enforce this Consent Decree, Drummond shall not raise as a defense the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

III. DEFINITIONS

6. Terms used in this Consent decree that are defined in the CAA or in regulations promulgated pursuant to the CAA shall have the meanings assigned to them in the Act or such regulations, unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

a. "Agencies" shall mean EPA and JCBH;

b. "Complaint" shall mean the complaint filed by the United States and JCBH in this action;

c. "Consent Decree" or "Decree" shall mean this Decree and all appendices attached hereto (listed in Section XXIV);

d. "Covered Equipment" shall mean:

i. components including all pumps, valves, exhausters, pressure relief devices, sampling connection systems, open-ended valves or lines, flanges or other connectors, and control devices or systems in light liquid, heavy liquid, or gas/vapor service that are regulated under 40 C.F.R. Part 61, Subparts L, V and FF, and Jefferson County Board of Health, Air Pollution Control Rules and Regulations Section 8.26;

ii. tar decanters, tar storage tanks, tar-intercepting sumps, flushing-liquor circulation tanks, light-oil sumps, light-oil condensers, light-oil decanters, wash-oil decanters, wash-oil circulation tanks, naphthalene processing, final coolers and final-cooler cooling towers regulated under 40 C.F.R. Part 61, Subpart L; and,

iii. Drain Collection Sump, Dirty Water Sump, Wilputte Decanter and Excess Flushing Liquor Tank;

e. "Covered Process Unit" shall mean any process unit that is, or under the terms of this Decree becomes, subject to 40 C.F.R. Part 61, Subparts L, V and FF, and/or JCBH Rules and Regulations;

f. "Date of Lodging" shall be the date upon which this Decree is filed with the Court as part of a Notice of Lodging, as recorded on the Court's docket, and shall precede both the public comment period required by this Decree and a Motion to Enter the Decree;

g. "Day" shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next business day;

h. "Defendant" or "Drummond" shall mean Drummond Company, Inc. d/b/a ABC Coke;

i. "DOR" shall mean Delay of Repair;

j. "EPA" shall mean the United States Environmental Protection Agency and any of its successor departments or agencies;

k. "Effective Date" shall have the definition provided in Section XVI;

l. "Facility" shall mean the chemical by-product plant at Drummond's ABC Coke coke production facility located in Tarrant, Jefferson County, Alabama;

m. "JCBH" shall mean the Jefferson County Board of Health;

n. "LDAR" shall mean leak detection and repair, as required by 40 C.F.R. Part 61, Subparts L, V and/or FF, JCBH Rules and Regulations, and/or any other duties arising from the LDRP.

o. "LDAR Personnel" shall mean all employees and contractors responsible for duties, obligations or compliance with LDAR requirements at the Facility;

p. "LDRP" shall mean the Leak Detection and Repair Program specified in Paragraph 16 and Appendix A of this Decree;

q. "Method 21" shall mean the test method found at 40 C.F.R. Part 60, Appendix A, Method 21;

r. "OELs" shall mean open ended lines;

s. "Paragraph" shall mean a portion of this Decree and any Appendix identified by an Arabic numeral;

t. "Parties" shall mean the United States, JCBH and Drummond;

u. "Repair Verification Monitoring" shall mean the utilization of monitoring (or another method that indicates the relative size of the leak) by no later than the end of the next calendar day of each attempt at repair of a leaking piece of Covered Equipment to achieve the best repair/lowest emission rate possible;

v. "Screening Value" shall mean the highest emission level that is recorded at each piece of Covered Equipment subject to this Decree as it is monitored in compliance with Method 21;

w. "Section" shall mean a portion of this Decree identified by a roman numeral;

x. "Storm Water Overflow Line" shall mean the 1 ½" pipe running between the 2" pipe exiting the Excess Flushing Liquor Circulation Tank, identified in piping and instrumentation diagrams for the Facility ("P&ID") as T-101, and the Storm Water Tank;

y. "Storm Water Tank" shall mean the open air tank referred to in the P&ID as T-102, also known as the "Thickener Tank;"

z. "Tar Crumb" shall mean the sludge material exiting from the East and West Tar Decanter chutes into roll off buggies, and later reused in the coke oven batteries;

aa. "Total Annual Benzene Quantity" or "TAB" shall mean the sum of the annual benzene quantity for each Waste Stream at the facility that has a flow-weighted annual average water content greater than 10 percent or that is mixed with water, or other Waste Streams, at any time and the mixture has an annual average water content greater than 10 percent;

bb. "Waste Stream" means the waste generated by a particular process unit, product tank, or waste management unit. The characteristics of the waste stream (e.g., flow rate, benzene

concentration, water content) are determined at the point of waste generation. Examples of a waste stream include process wastewater, product tank drawdown, sludge and slop oil removed from waste management units, and landfill leachate; and,

cc. "United States" shall mean the United States of America, acting on behalf of EPA.

IV. CIVIL PENALTY

7. Within 30 Days after the Effective Date of this Decree, Drummond shall pay to the United States the sum of $387,500, as a civil penalty, together with interest accruing from the date on which the Decree is lodged with the Court, at the rate specified in 28 U.S.C. §1961 ("Federal Rate") as of the Date of Lodging.

8. Drummond shall pay the civil penalty due by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account, in accordance with instructions provided to Drummond by the Financial Litigation Unit ("FLU") of the United States Attorney's Office for the District of Alabama after the Effective Date. The payment instructions provided by the FLU will include a Consolidated Debt Collection System ("CDCS") number, which Drummond shall use to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions to:

Richard Owens
1000 Urban Ctr Dr., Ste 300
Birmingham AL 35242-2532
205-945-6500
dowens@drummondco.com

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

At the time of payment, Drummond shall send notice that payment has been made: (i) to EPA via email at cinwd_acctsreceivable@epa.gov or via regular mail at EPA Cincinnati Finance Office, 26 W. Martin Luther King Drive, Cincinnati, Ohio 45268; and (ii) to the United States via email or regular mail in accordance with Section XV; and (iii) to EPA in accordance with Section XV. Such notice shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in *United States et al. v. Drummond Co., Inc. d/b/a ABC Coke* and shall reference the civil action number, CDCS Number and DOJ case number 90-5-2-1-10717.

9. Drummond shall not deduct any penalties paid under this Decree pursuant to this Section or Section IX (Stipulated Penalties) in calculating its federal or State or local income tax.

10. Within thirty (30) Days after the Effective Date of this Consent Decree, Drummond shall pay to the Jefferson County Board of Health the sum of $387,500 as a civil penalty, together with interest accruing from the Date of Lodging through the date of payment at the rate identified in Paragraph 7. Payment shall be made by delivery of a check made payable to the Jefferson County Board of Health and delivered by certified U.S. Mail to:

Jonathan Stanton, P.E.
Director, Environmental Health Services
Jefferson County Department of Health
1400 Sixth Avenue South
Birmingham, AL 35233

V. INJUNCTIVE RELIEF

A. Clean Air Act Compliance

11. Drummond shall comply with all practices, standards and limits contained in all applicable permits issued for the Facility pursuant to the CAA and with all applicable requirements in the following regulations:

a. The "National Emission Standard for Benzene Emissions from Coke By-Product Recovery Plants," 40 C.F.R. Part 61, Subpart L, §§ 61.130 – 61.139;

b. The "National Emission Standard for Equipment Leaks (Fugitive Emission Sources)," 40 C.F.R. Part 61, Subpart V, § 61.240 et seq.; and,

c. The "National Emission Standard for Benzene Waste Operations," 40 C.F.R. Part 61, Subpart FF, § 61.340 et seq. ("BWON").

B. Benzene Sampling Training and TAB Calculations

12. Within 180 days of the Effective Date, Drummond shall develop an annual (i.e., conducted once each calendar year) Benzene Sampling Training Program for employees and contractors asked to draw benzene samples, which shall be reviewed and approved in accordance with Section VII of this Decree (Approval of Deliverables), and first implemented within 90 days of such approval. All training will be done in accordance with sampling methods found in 40 C.F.R. §61.355(c)(3).

a. All non-contractor personnel newly-assigned to monitoring for leak detection and repair requirements shall complete the approved Benzene Sampling Training Program prior to beginning such work.

13. All non-contractor personnel assigned to no detectable emissions or leak detection monitoring and/or repair responsibilities shall complete the approved annual Benzene Sampling Training Program developed in accordance with Paragraph 12.

14. Drummond shall annually calculate the Facility's TAB and include this in the January 30 semi-annual report for this Facility, as required by Paragraph 39 of this Consent Decree. Following completion of the requirements of Paragraph 21, and for each year thereafter, Drummond shall comply with the requirements of Paragraph 14.a in calculating the Facility's annual TAB.

a. For each rain event that requires the bypass of diluted flushing liquor mixed with storm water from the by-products plant to the Storm Water Tank using the Storm Water Overflow Line to prevent exceeding the ammonia still's capacity, Drummond shall:

(1) Keep records of the date(s), total amount of diluted flushing liquor mixed with storm water bypassed and the total duration of the bypass event;

(2) Calculate the benzene quantity in the Storm Water Overflow Line using the method as determined pursuant to Paragraph 21.

(3) Calculate the benzene quantity in the Storm Water Tank, using the method as determined pursuant to Paragraph 21, within 48 hours of cessation of use of the Storm Water Overflow Line.

C. Management of Change Procedures

15. Within one year of the Effective Date, Drummond shall establish or modify its written management of change ("MOC") procedures to provide for an annual review of process information to ensure that all new process units and benzene containing Waste Streams are included in its inventory and are in compliance with requirements of Subpart L and FF.

D. Leak Detection and Repair Program

16. Drummond shall implement and comply with all requirements of the Leak Detection and Repair Program ("LDRP"), set forth in Appendix A of this Consent Decree to come into compliance with the requirements in 40 C.F.R. Part 61, Subparts FF, L and V, as well as any applicable state or local equipment leak requirements.

E. Additional Relief Requirements

17. No later than 365 Days after the effective date of this Consent Decree, Drummond shall permanently enclose and connect the Dirty Water sump and Drain Collection sump to a closed-vent system and control device.

a. The Dirty Water sump and Drain Collection sump will be included in the LDRP.

b. The cover and all openings (e.g., access hatches, sampling ports) shall be designed to operate with no detectable emissions as indicated by an instrument reading of less than 500 parts per million by volume ("ppmv") above background.

18. No later than one year after the Effective Date of this Consent Decree, Drummond shall permanently enclose and connect the Wilputte Decanter to a closed vent system that routes all organic vapors to a control device.

a. The Wilputte Decanter will be included in the LDRP.

b. The cover and all openings (e.g., access hatches, sampling ports and gauge wells) shall be designed to operate with no detectable emissions as indicated by an instrument reading of less than 500 ppmv above background.

19. Prior to, and at the time of entry of this Consent Decree, Drummond was controlling the Excess Flushing Liquor Tank with the controls specified in 40 C.F.R. § 61.132. After entry of this Consent Decree, Drummond may choose to continue to control the Excess Flushing Liquor Tank in accordance with 40 C.F.R. §61.132, or, as an alternative, Drummond

may choose to implement the controls specified in 40 C.F.R. § 61.343. All openings (e.g., access hatches, sampling ports, etc.) shall be added into the Facility's LDAR monitoring program and designed and operated in accordance with either 40 C.F.R. § 61.132 or 40 C.F.R. §61.343, whichever Drummond chooses to implement. Within 90 days of the Effective Date, Drummond must submit a permit application to JCBH indicating that the Excess Flushing Liquor Tank will be regulated under 40 C.F.R. § 61.132 or 40 C.F.R. §61.343, whichever Drummond chooses to implement.

20. Within 180 days of the Effective Date, Drummond shall enclose or otherwise permanently cover the areas where the Tar Crumb exits the Tar Decanters and is accumulated in buggies so that precipitation will not mix with the contents of the buggies.

21. Within 180 days of the Effective Date, Drummond shall submit a proposal, for review and approval in accordance with Section VII of this Decree (Approval of Deliverables), for determining the benzene quantity of the Storm Water Overflow Line when it is used, and for determining the benzene quantity of the Storm Water Tank after each use of the Storm Water Overflow Line. Such proposal shall include a method for determining the volume of fluid passing through the Storm Water Overflow Line during each use, and also include proposed Standard Operating Procedures governing use of the Storm Water Overflow Line. Any proposed method for determination of benzene quantity pursuant to this paragraph shall comply with all applicable requirements of Subpart FF including, but not limited to, 40 C.F.R. §§ 61.355. Nothing in this paragraph shall be deemed to require that Drummond undertake sampling during potentially hazardous weather conditions.

F. Incorporation of Consent Decree Requirements into Federally Enforceable Permits

22. Where any compliance obligation under this Section requires Drummond to obtain a federal, state, or local permit or approval, Drummond shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals.

a. Drummond may seek relief under the provisions of Section X (Force Majeure) for any delay in the performance of any such obligation resulting from a failure to obtain, or a delay in obtaining, any permit or approval required to fulfill such obligation, if Drummond has submitted timely and technically and administratively complete applications and has taken all other actions necessary to obtain all such permits or approvals.

b. No later than 90 days after the Effective Date, Drummond shall apply for a federally enforceable, non-Title V air permit pursuant to Chapter 2 of the JCBH Air Pollution Control Rules and Regulations, to incorporate all applicable requirements contained in Paragraphs 14 and 17-21 (Additional Relief Requirements).

c. Within 30 days of issuance of the permit required by Paragraph 22.b, Drummond shall apply, in a manner satisfactory to JCBH, to have the requirements of said permit incorporated into its Title V operating permit for the Facility. Permanent incorporation of the requirements of Paragraph 22.b into the Facility's Title V operating permit is an express requirement to Termination of this Consent Decree. Drummond specifically agrees and represents that it does not object, and will not object, to the requirements of the permit required by Paragraph 22.b being incorporated into its Title V operating permit for the Facility.

VI. SUPPLEMENTAL ENVIRONMENTAL PROJECT

23. Drummond shall implement as a Supplemental Environmental Project ("SEP") use of an optical thermal imaging camera for at least four semi-annual monitoring events, that shall consist of the following requirements:

a. Beginning no later than 180 days after the Effective Date and continuing for two years thereafter, Drummond shall conduct the following semi-annual monitoring using an infrared gas-imaging camera (such as a forward looking infrared "FLIR" camera or its equivalent) at the Facility: screening of the entire Facility including the closed vent system and process units; monitoring of each PRV, each sump, the Wilputte Decanter, and components marked difficult to monitor and unsafe to monitor.

b. If emissions are seen by the infrared gas-imaging camera, a leak is found, and Drummond shall record the leak for thirty seconds and save the video; when feasible, Drummond shall simultaneously record a concentration reading with the Toxic Vapor Analyzer or equivalent. All leaks recorded with the camera are to be added to the electronic database, described in Paragraph 31 of Appendix A to this Consent Decree, for follow-up monitoring.

c. By no later than 5 Days after detecting a leak pursuant to Paragraph 23.b, in any Covered Equipment, Drummond shall perform a first attempt at repair. By no later than 15 Days after detection, Drummond shall perform a final attempt at repair, or place the piece of Covered Equipment on the DOR list.

d. Drummond shall perform monthly Repair Verification Monitoring with the TVA or equivalent for 2 consecutive months after a repair pursuant to Paragraph 23.**Error! Reference source not found.** of this Consent Decree is completed.

24. Drummond is responsible for the satisfactory completion of the SEP in accordance with all requirements of this Decree. Drummond may use contractors or consultants in planning and implementing the SEP.

25. With regard to the SEP, Drummond certifies the truth and accuracy of each of the following:

a. that all cost information provided to EPA in connection with EPA's approval of the SEP is complete and accurate and that Drummond in good faith estimates that the cost to implement the SEP is $16,000;

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

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

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

e. that Drummond will not receive any reimbursement for any portion of the SEP

from any other person; and,

f. that Drummond is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as the SEP described in Paragraph 23. For purposes of these certifications, the term "open federal financial assistance transaction" refers to a grant, cooperative agreement, loan, federally-guaranteed loan guarantee, or other mechanism for providing federal financial assistance whose performance period has not yet expired.

26. Within 30 days after the date set for completion of the SEP, Drummond shall submit a SEP Completion Report to the United States and JCBH, in accordance with Section XV (Notices). The SEP Completion Report shall contain the following information:

a. a detailed description of the SEP as implemented;

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

c. an itemized list of all eligible costs expended on the SEP;

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

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

27. EPA and JCBH may, in their sole discretion, require information in addition to that described in the preceding Paragraph, in order to evaluate Drummond's completion report.

28. After receiving the SEP Completion Report, the United States shall notify Drummond whether or not it has satisfactorily completed the SEP. If Drummond has not completed the SEP in accordance with this Consent Decree, stipulated penalties may be assessed under Section IX.

29. Disputes concerning the satisfactory performance of the SEP and the amount of eligible SEP costs may be resolved under Section XI (Dispute Resolution). No other disputes arising under this Section shall be subject to Dispute Resolution.

30. Each submission required under this Section shall be signed by an official with knowledge of the SEP and shall bear the certification language set forth in Paragraph 42.

31. Any public statement, oral or written, in print, film, or other media, made by Drummond making reference to the SEP under this Decree shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action, *United States et al. v. Drummond Co., Inc. d/b/a ABC Coke*, taken on behalf of the U.S. Environmental Protection Agency and the Jefferson County Board of Health under the Clean Air Act."

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

33. If Drummond satisfactorily completes four semi-annual monitoring events as required by Paragraph 23, but does not spend the full amount of the estimate set forth in Paragraph 25.a, then, if EPA determines that it can reasonably be done, the amount remaining shall be applied toward further use of the optical thermal imaging camera for further Semi-Annual Monitoring events until the entirety of the $16,000 is fully spent.

VII. APPROVAL OF DELIVERABLES

34. After review of any plan, report, or other item that is required to be submitted pursuant to this Consent Decree, EPA, after consultation with JCBH, shall in writing: (a) approve the submission; (b) approve the submission upon specified conditions; (c) approve part of the submission and disapprove the remainder; or (d) disapprove the submission.

35. If the submission is approved pursuant to Paragraph 34, Drummond shall take all actions required by the plan, report, or other document, in accordance with the schedules and requirements of the plan, report, or other document, as approved. If the submission is conditionally approved or approved only in part pursuant to Paragraph 34(b) or (c), Drummond shall, upon written direction from EPA, after consultation with JCBH, take all actions required by the approved plan, report, or other item that EPA, after consultation with JCBH, determines are technically severable from any disapproved portions, subject to Drummond's right to dispute only the specified conditions or the disapproved portions, under Section XI (Dispute Resolution).

36. If the submission is disapproved in whole or in part pursuant to Paragraph 34(c) or (d), Drummond shall, within 45 days or such other time as the Parties agree to in writing, correct all deficiencies and resubmit the plan, report, or other item, or disapproved portion thereof, for approval, in accordance with the preceding Paragraphs. If the resubmission is approved in whole or in part, Drummond shall proceed in accordance with the preceding Paragraph.

37. If a resubmitted plan, report, or other item, or portion thereof, is disapproved in whole or in part, EPA, after consultation with JCBH, may again require Drummond to correct any deficiencies, in accordance with the preceding Paragraphs, subject to Drummond's right to invoke Dispute Resolution and the right of EPA and JCBH to seek stipulated penalties as provided in Section IX.

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

VIII. REPORTING REQUIREMENTS

39. Drummond shall submit the following reports:

a. Within 30 Days after the end of each semi-annual period (i.e., by July 30 and January 30) after the Effective Date of this Decree for the first two years, and then annually thereafter, until termination of this Decree pursuant to Section XIX, Drummond shall submit a

report to EPA and JCBH for the preceding semi-annual or annual period, as applicable, that shall include: the status of any construction or compliance measures; completion of milestones; problems encountered or anticipated in addressing any specific action required by this Decree, together with implemented or proposed solutions; status of permit applications, if any; any rain events necessitating bypass to the Storm Water Tank; any annual TAB calculation for the Facility required by Paragraph 14; and operation and maintenance issues or malfunctions, including a summary of representative operating conditions. The report shall also include a discussion of Drummond's progress in satisfying its obligations in connection with the SEP under Section VI above of this Decree including, at a minimum, a narrative description of activities undertaken; status of any construction or compliance measures, including the completion of any milestones, and a summary of costs incurred since the previous report.

b. The report shall also include a description of any non-compliance with the requirements of this Consent Decree and an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation. If Drummond violates, or has reason to believe that it may violate, any requirement of this Consent Decree, Drummond shall notify the United States and JCBH of such violation and its likely duration, in writing, within ten working Days of the Day Drummond first becomes aware of the violation, with an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation. If the cause of a violation cannot be fully explained at the time the report is due, Drummond shall so state in the report. Drummond shall investigate the cause of the violation and shall then submit an amendment to the report, including a full explanation of the cause of the violation, within 30 Days of the Day Drummond becomes aware of the cause of the violation. Nothing in this Paragraph or the following Paragraph relieves Drummond of its obligation to provide the notice required by Section X (Force Majeure).

40. Whenever any violation of this Consent Decree or of any applicable permits or any other event affecting Drummond's performance under this Decree, or the performance of its Facility, may pose an immediate threat to the public health or welfare or the environment, Drummond shall notify EPA and JCBH orally or by electronic or facsimile transmission as soon as possible, but no later than 24 hours after Drummond first knew of the violation or event. This procedure is in addition to the requirements set forth in the preceding Paragraph and any reporting requirements contained in federal, state, or local regulations.

41. All reports shall be submitted to the persons designated in Section XV (Notices).

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

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

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

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

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

IX. STIPULATED PENALTIES

46. Drummond shall be liable for stipulated penalties to the United States and JCBH for violations of this Consent Decree as specified below, unless excused under Section X (Force Majeure). A violation includes failing to perform any obligation required by the terms of this Decree, including any work plan or schedule approved under this Decree, according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree.

TABLE 1

Consent Decree Violation	Stipulated Penalty
a. Failure to pay the civil penalty as specified in Section IV (Civil Penalty) of this Consent Decree.	$7,500 for each Day.
b. Failure to satisfy the Benzene Sampling Training requirements of Paragraphs 12-13.	$1,500 per person, per month of noncompliance.
c. Failure to timely comply with the management of change procedures requirements of Paragraph 15.	$400 for each Day during the first 10 Days; $800 for each Day thereafter.
d. Failure to timely submit the LDRP Plan as required by Appendix A Paragraph 2.	$400 for each Day during the first 30 Days; $800 for each Day thereafter.
e. Failure to comply with frequency of monitoring requirements of Appendix A Paragraphs 4-5 (and Table 1 to Appendix A).	$200 per component per Day, up to $25,000 per month.
f. Failure to comply with the Leak Detection thresholds set forth in Appendix A at Table 1.	$300 per component per Day, up to $20,000 per month.

Consent Decree Violation	Stipulated Penalty
g. Failure to comply with the repair requirements of Appendix A Paragraph 8.	$500 per component per Day, up to $37,500 per month.
h. Failure to comply with the drill-and-tap requirements of Appendix A Paragraphs 10-12.	$400 per component, for each Day during the first 15 Days; $600 per component, for days 16 through 30; $800 per component for each Day thereafter.
i. Failure to comply with any requirement of: • The QA/QC program set forth in Appendix A Paragraphs 19-21; • The LDRP Audit and Corrective Action requirements of Appendix A Paragraphs 22-27.	$500 for each Day during the first 10 Days; $1,000 for each Day thereafter.
j. Failure to apply for any permit or permit amendment required by Section IX (Permits).	$1,000 for each Day for each such failure.
k. Failure to timely submit, modify, or implement, as approved, a report, audit, plan, study, analysis, protocol, or other submittal required by this Consent Decree.	$750 for each Day during the first 10 Days, $1,000 per Day thereafter.
l. Failure to timely complete each Semi-Annual Monitoring event with optical thermal imaging camera as required by Paragraph 23.	$5,000 for each violation.
m. Failure to comply with the requirements of Subparagraphs 23.a-d.	$1,000 for each violation.

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

48. Drummond shall pay stipulated penalties to the United States and JCBH within 30 Days of a written demand by either Plaintiff. Drummond shall pay 50 percent of the total stipulated penalty amount due to the United States and 50 percent to JCBH. The Plaintiff making a demand for payment of a stipulated penalty shall simultaneously send a copy of the demand to the other Plaintiff.

49. Either Plaintiff may in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due it under this Consent Decree.

50. Stipulated penalties shall continue to accrue as provided in Paragraph 47, during any Dispute Resolution, but need not be paid until the following:

a. If the dispute is resolved by agreement of the Parties or by a decision of EPA or JCBH that is not appealed to the Court, Drummond shall pay accrued penalties determined to be owing, together with interest at the Federal Rate, to the United States or JCBH within 30 Days of the effective date of the agreement or the receipt of EPA's or JCBH's decision or order.

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

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

51. Drummond shall pay stipulated penalties owing to the United States in the manner set forth and with the confirmation notices required by Paragraph 8, except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid. Drummond shall pay stipulated penalties owing to JCBH in the manner set forth in Paragraph 10, except that Drummond shall include a cover letter that shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid.

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

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

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

X. FORCE MAJEURE

55. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Drummond, of any entity controlled by Drummond, or of Drummond's contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Drummond's best efforts to fulfill the obligation. The requirement that Drummond exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any potential force majeure event (a) as it is occurring and (b) following the potential force majeure, such that the delay and any adverse effects of the delay are minimized. "Force Majeure" does not include Drummond's financial inability to perform any obligation under this Consent Decree.

56. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, Drummond shall provide notice orally or by electronic or facsimile transmission to EPA and JCBH within 72 hours of when Drummond first knew that the event might cause a delay. Within seven Days thereafter, Drummond shall provide in writing to EPA and JCBH an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Drummond's rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of Drummond, such event may cause or contribute to an endangerment to public health, welfare or the environment. Drummond shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Drummond from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Drummond shall be deemed to know of any circumstance of which Drummond, any entity controlled by Drummond, or Drummond's contractors knew or should have known.

57. If EPA, after a reasonable opportunity for review and comment by JCBH, agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by EPA, after a reasonable opportunity for review and comment by JCBH, for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. EPA will notify Drummond in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

58. If EPA, after a reasonable opportunity for review and comment by JCBH, does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify Drummond in writing of its decision.

59. If Drummond elects to invoke the dispute resolution procedures set forth in Section XI (Dispute Resolution), it shall do so no later than 30 Days after receipt of the notice provided in Paragraph 58. In any such proceeding, Drummond shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or

will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Drummond complied with the requirements of Paragraphs 55 and 56. If Drummond carries this burden, the delay at issue shall be deemed not to be a violation by Drummond of the affected obligation of this Consent Decree identified to EPA, JCBH and the Court.

XI. DISPUTE RESOLUTION

60. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. Drummond's failure to seek resolution of a dispute under this Section shall preclude Drummond from raising any such issue as a defense to an action by the United States or JCBH to enforce any obligation of Drummond arising under this Decree.

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

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

63. The United States and JCBH, if applicable, shall serve their Statement of Position within 45 Days of receipt of Drummond's Statement of Position. The Statement of Position of the United States and JCBH shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States and JCBH. The Statement of Position of the United States, or JCBH if the United States chooses not to be a party to the dispute, shall be binding on Drummond, unless Drummond files a motion for judicial review of the dispute in accordance with the following Paragraph.

64. Drummond may seek judicial review of the dispute by filing with the Court and serving on the United States and JCBH, in accordance with Section XV (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within ten Days of receipt of the Statement of Position of the United States or JCBH, if applicable, pursuant to the preceding Paragraph. The motion shall contain a written statement of Drummond's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation,

and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

65. The United States and JCBH shall respond to Drummond's motion within the time period allowed by the Court. Drummond may file a reply memorandum, to the extent permitted by the Court.

66. Standard of Review

a. Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 62 (Formal Dispute Resolution) Defendant shall bear the burden of demonstrating that its position complies with this Consent Decree and that it is entitled to relief under applicable principles of law. The United States and JCBH reserve the right to argue that their position is reviewable only on the administrative record and must be upheld unless arbitrary and capricious or otherwise not in accordance with law, and Defendant reserves the right to oppose this position.

b. Other Disputes. Except as otherwise provided in this Consent Decree, in any other dispute brought under Paragraph 62, Drummond shall bear the burden of demonstrating that its position complies with this Consent Decree.

67. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Drummond under this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 50. If Drummond does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section IX (Stipulated Penalties).

XII. INFORMATION COLLECTION AND RETENTION

68. The United States, JCBH, and their representatives, including attorneys, contractors, and consultants, shall have the right of entry into the Facility, at all reasonable times, upon presentation of credentials, to:

a. monitor the progress of activities required under this Consent Decree;

b. verify any data or information submitted to the United States or JCBH in accordance with the terms of this Consent Decree;

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

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

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

69. Upon request, Drummond shall provide EPA and JCBH, or their authorized representatives, splits of any samples taken by Drummond. Upon request, EPA and JCBH shall provide Drummond splits of any samples taken by EPA or JCBH.

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

71. At the conclusion of the information-retention period provided in the preceding Paragraph, Drummond shall notify the United States and JCBH at least 90 Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States or JCBH, Drummond shall deliver any such documents, records, or other information to EPA or JCBH. Drummond may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal law. If Drummond asserts such a privilege, it shall provide the following: (a) the title of the document, record, or information; (b) the date of the document, record, or information; (c) the name and title of each author of the document, record, or information; (d) the name and title of each addressee and recipient; (e) a description of the subject of the document, record, or information; and (f) the privilege asserted by Drummond. However, no documents, records, or other information created or generated pursuant to the requirements of this Consent Decree shall be withheld on grounds of privilege.

72. Drummond may also assert that information required to be provided under this Section is protected as Confidential Business Information ("CBI") under 40 C.F.R. Part 2. As to any information that Drummond seeks to protect as CBI, Drummond shall follow the procedures set forth in 40 C.F.R. Part 2.

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

XIII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

74. This Consent Decree resolves the civil claims of the United States and JCBH for the violations alleged in the Complaint filed in this action through the date of lodging.

75. The United States and JCBH reserve all legal and equitable remedies available to enforce the provisions of this Consent Decree. This Consent Decree shall not be construed to limit the rights of the United States or JCBH to obtain penalties or injunctive relief under the Act or implementing regulations, or under other federal or state laws, regulations, or permit conditions. The United States and JCBH further reserve all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the

environment arising at, or posed by, the Facility, whether related to the violations addressed in this Consent Decree or otherwise.

76. In any subsequent administrative or judicial proceeding initiated by the United States or JCBH for injunctive relief, civil penalties, or other appropriate relief relating to the Facility, Drummond shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or JCBH in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 74.

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

78. This Consent Decree does not limit or affect the rights of Drummond or of the United States or JCBH against any third parties, not party to this Consent Decree, nor does it grant or limit the rights of third parties, not party to this Consent Decree, against Drummond, except as otherwise provided by law.

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

XIV. COSTS

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

XV. NOTICES

81. Unless otherwise specified in this Decree, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed as follows:

As to the United States by email:	eescdcopy.enrd@usdoj.gov Re: DJ # 90-5-2-1-10717
As to the United States by mail:	EES Case Management Unit Environment and Natural Resources Division U.S. Department of Justice P.O. Box 7611 Washington, D.C. 20044-7611 Re: DJ # 90-5-2-1-10717
As to EPA:	Air Enforcement Branch Chief US Environmental Protection Agency Region 4 Air Enforcement Branch 61 Forsyth Street S.W. Atlanta, Georgia 30303
As to JCBH by mail:	Jonathan Stanton, P.E. Director, Environmental Health Services Jefferson County Department of Health 1400 Sixth Avenue South Birmingham, AL 35233
As to Drummond:	Blake D. Andrews, Esq. 1000 Urban Ctr Dr., Ste 300 Birmingham AL 35242-2532 205-945-6525 bandrews@drummondco.com

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

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

XVI. EFFECTIVE DATE

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

XVII. RETENTION OF JURISDICTION

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

XVIII. MODIFICATION

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

87. Any disputes concerning modification of this Decree shall be resolved pursuant to Section XI (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 66, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

XIX. TERMINATION

88. After Drummond has completed the requirements of Section V (Injunctive Relief), has complied with all other requirements of this Consent Decree, including those relating to the SEP required by Section VI, and has paid the civil penalty and any accrued stipulated penalties as required by this Consent Decree, Drummond may serve upon the United States and JCBH a Request for Termination, stating that Drummond has satisfied those requirements, together with all necessary supporting documentation.

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

90. If the United States after consultation with JCBH does not agree that the Decree may be terminated, Drummond may invoke Dispute Resolution under Section XI. However, Drummond shall not seek Dispute Resolution of any dispute regarding termination until 30 days after service of its Request for Termination.

XX. PUBLIC PARTICIPATION

91. This Consent Decree shall be lodged with the Court for a period of not less than 30 Days for public notice and comment in accordance with 28 C.F.R. § 50.7, and with CAA Section 113(g), 42 U.S.C § 7413(g). The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. Drummond consents to entry of this Consent Decree without further notice and agrees not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless the United States has notified Drummond in writing that it no longer supports entry of the Decree.

XXI. SIGNATORIES/SERVICE

92. Each undersigned representative of Drummond, of the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice, the United States Environmental Protection Agency, and of the Jefferson County Board of Health certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.

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

XXII. INTEGRATION

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

XXIII. FINAL JUDGMENT

95. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States, JCBH, and Drummond.

XXIV. APPENDICES

96. The following Appendices are attached to and part of this Consent Decree and subject to the limitations of this Consent Decree:

"Appendix A" is the Leak Detection and Repair Program.

"Appendix B" is the table of Corrective Actions Completed At Facility Prior To Lodging Of The Consent Decree.

Dated and entered this __ day of _____, 2019.

_____
UNITED STATES DISTRICT JUDGE

FOR THE UNITED STATES OF AMERICA:

2/7/2019
Date

ELLEN M. MAHAN
Deputy Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice

ANDREW W. INGERSOLL
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Washington, DC 20044-7611
(202) 514-1999

FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY:

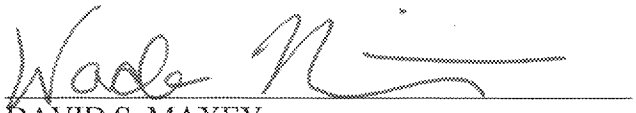
02/05/19
Date

LEIF PALMER
Regional Counsel
U.S. Environmental Protection Agency, Region 4

ROBERT CAPLAN
Senior Attorney
U.S. Environmental Protection Agency, Region 4
Office of Regional Counsel

FOR THE JEFFERSON COUNTY BOARD OF HEALTH:

2/6/19
Date



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FOR DRUMMOND COMPANY, INC.:

JAN. 7, 2019
Date

RICHARD OWENS
President, ABC Division
DRUMMOND COOMPANY, INC.

APPENDIX A TO CONSENT DECREE: FACILITY LEAK DETECTION AND REPAIR PROGRAM

1. This Appendix A constitutes the Leak Detection and Repair Program ("LDRP") that Drummond shall apply to all Covered Equipment at the Facility, commencing on the Effective Date, and continuing for a period of 3 years from completion of the requirements of Paragraphs 17 and 18 of the Consent Decree.

2. By no later than 90 Days after the Effective Date, Drummond shall submit, for approval by the Agencies, its proposed LDRP Plan that describes the following components:

a. the facility-wide LDAR program (e.g., applicability of regulations to process units and/or specific equipment and components, leak definitions, and monitoring frequencies);

b. a management of change ("MOC") tracking program that ensures that new pieces of equipment added to the Facility for any reason and which are subject to Method 21 monitoring are integrated into the LDAR program and that pieces of equipment that are taken out of service are removed from the LDAR program;

c. the roles and responsibilities of all employee and contractor personnel assigned to LDAR functions at the Facility;

d. how Drummond will ensure that a minimum of 2 employees are qualified and available to perform LDAR and Method 21 duties; and,

e. how Drummond plans to implement this LDRP.

3. Drummond shall review the LDRP Plan on an annual basis and update it by no later than December 31 of each year.

1. Leak Detection and Monitoring

4. Beginning no later than the Effective Date, Drummond shall comply with the periodic monitoring frequencies identified in this Appendix A, Paragraph 4, Table 1, below, unless more frequent monitoring is required by applicable federal or state laws or regulations, or the relevant piece of Covered Equipment has been permanently shut down.

Table 1: Monitoring Frequency and Lower Leak Definitions by Equipment Type

Equipment Type	Monitoring Frequency	Lower Leak Definitions (parts per million) Above Background	Comparative Monitoring Frequency (years)
Valves	Quarterly	500	2
Connectors	Semi-annual	500	2
Pumps	Monthly	2000	1
Exhauster	Monthly	500	1
OELs (at the Closure Device)	Semi-annual	500	2
Sumps/vessels	Monthly	500	1
Closed Vent System	Semi-annual	500	2

5. Monitoring of valves shall be done per the valve schedule in Appendix A, Paragraph 4, Table 1. If the closure device is a valve, monitoring of the valve will be done per the valve schedule, but if the valve or line is open to the atmosphere, monitoring on the open end shall be done per the Open-Ended Lines ("OELs") schedule. Beginning no later than the Effective Date, Drummond shall comply with Method 21 in performing LDAR monitoring, using a Toxic Vapor Analyzer or an equivalent instrument. Simultaneously, Drummond shall use a recording data logger (or an equivalent instrument) to record the values detected at each piece of Covered Equipment during each monitoring session. These electronically logged values will provide back-up data to both the time-period of the session, and the values recorded by LDAR Personnel on component diagrams. The technician shall record their name and the beginning and ending date and time of each monitoring session on each component diagram. Drummond shall transfer the electronic monitoring data to a database on at least a monthly basis during monitoring periods for recordkeeping purposes. If a piece of Covered Equipment is discovered during an LDAR monitoring event that is not listed on the component diagram,

Drummond shall monitor it and record, by any means available, the Screening Value, the date and time of the Screening Value, and the name of the technician. Drummond shall also perform an MOC to add the piece of Covered Equipment to the database.

2. Repair

6. Beginning no later than the Effective Date, for all leaks from Covered Equipment detected at or above the leak definitions listed in this Appendix A, Paragraph 4, Table 1 for the specific equipment type, Drummond shall comply with the repair requirements set forth in Paragraphs 7-20, below.

7. By no later than 5 Days after detecting a leak in any Covered Equipment above the applicable leak definition in Table 1, Drummond shall perform a first attempt at repair. By no later than 15 Days after detection, Drummond shall perform a final attempt at repair, or place the piece of Covered Equipment on the Delay of Repair ("DOR") list.

8. Drummond shall perform monthly Repair Verification Monitoring for two consecutive months after the repairs under the preceding Paragraph 7 are completed.

9. When repair attempts for defined leaking valves (other than control valves) have failed to reduce emissions to the applicable leak definition, and Drummond cannot remove such valve from service, Drummond shall attempt at least one drill-and-tap packing repair (with a second injection of an appropriate sealing material if the first injection is unsuccessful at addressing the leak) before placing the valve on the DOR list.

10. Drill-and-tap packing repair is not required when there is a major safety, mechanical, product quality, or environmental issue with repairing the valve using the drill-and-tap method, in which case Drummond shall document the reason(s) why any drill-and-tap attempt was not performed prior to placing any valve on the DOR list.

11. If a drill-and-tap packing repair attempt can reasonably be completed within the 15-Day repair period, Drummond shall complete the drill-and-tap repair attempt in that time period. If a drill-and-tap attempt cannot reasonably occur within the 15-Day repair period (*e.g.*, if Drummond's drill-and-tap contractor is not local and must mobilize to the Facility), Drummond may provisionally place the valve on the DOR list, pending the drill-and-tap repair attempt as expeditiously as practical. In no event (other than as provided in the preceding Paragraph 10 of this Appendix A) may Drummond take more than 30 Days from the initial monitoring to attempt a drill-and-tap repair. If drill-and-tap is successful, the valve shall be removed from the provisional DOR list.

12. Drummond shall record the following information for each leak:

a. the date of all repair attempts;

b. the repair methods used during each repair attempt;

c. the date, time and Screening Values for all re-monitoring events; and, if applicable,

d. documentation of compliance with Paragraphs 9-11 of this Appendix A for Covered Equipment placed on the DOR list.

13. Nothing in Paragraphs 7-11 of this Appendix A is intended to prevent Drummond from taking a leaking piece of Covered Equipment out of service. However, prior to placing the leaking piece of Covered Equipment back in service, Drummond must repair the leak or must comply with the requirements in Paragraph 15 below to place the piece of Covered Equipment on the DOR list.

14. For all Covered Equipment, at any time, including periods between required periodic monitoring, for which evidence of a potential leak is detected through audio, visual, or olfactory sensing, Drummond shall comply with all applicable LDAR regulations as if repair is required pursuant to Paragraph 6 of this Appendix A.

3. Delay of Repair

15. Beginning no later than the Effective Date, for all Covered Equipment placed on the DOR list, Drummond shall:

a. Require sign-off from a General Foreman or person of higher authority that the piece of Covered Equipment is technically infeasible to repair without a process unit shutdown; and,

b. Undertake at least quarterly monitoring of the Covered Equipment placed on the DOR list, or at the frequency required for other pieces of Covered Equipment of that type.

4. Management of Change

16. Drummond shall ensure that each type of equipment listed in Appendix A, Paragraph 4, Table 1, added to the Covered Process Units for any reason, is evaluated to determine if it is subject to LDAR requirements. Drummond shall also ensure that each type of equipment listed in Appendix A, Paragraph 4, Table 1 that was subject to the LDAR program is deleted from the LDAR program if it is physically removed from a Covered Process Unit. This evaluation shall be a part of Drummond's MOC protocol.

5. Training

17. By no later than 90 days after the Effective Date, Drummond shall have developed a training protocol (or, as applicable, require its contractor to develop a training protocol for the contractor's employees) and shall ensure that all LDAR Personnel conducting Method 21 monitoring have completed training on all aspects of LDAR, including this LDRP, that are relevant to the person's duties. Once per calendar year, starting in the calendar year after completion of initial training, Drummond shall ensure that refresher training is performed with respect to each employee or contractor; provided, however, that refresher training is not required if an individual's employment at the Facility ceases prior to the end of the calendar year or no longer involves duties relevant to LDAR. Drummond shall also ensure (or, as applicable, require its contractor to ensure for the contractor's employees) that new LDAR Personnel conducting Method 21 monitoring are sufficiently trained prior to any involvement (other than supervised involvement for purposes of training) in the LDAR program.

6. Quality Assurance ("QA")/Quality Control ("QC")

18. Beginning no later than the Effective Date, on each Day that monitoring occurs, at the end of such monitoring, Drummond shall ensure that each monitoring technician certifies that the data collected accurately represent the monitoring performed for that day by requiring the monitoring technician to sign a form that includes the following certification:

> "On [insert date], I reviewed the monitoring data that I collected today and to the best of my knowledge and belief, the data accurately represent the monitoring that I performed today."

19. By no later than 90 days after the Effective Date, and at least once during every 180-day period thereafter during the 3-year LDRP, at times that are not announced to the LDAR monitoring technicians, an LDAR trained employee or contractor, who does not serve on a routine basis as a LDAR monitoring technician at Drummond, shall conduct a QA/QC review of the Facility's LDAR program by undertaking the following activities:

a. Verify that equipment was monitored at the appropriate frequency;

b. Verify that each Covered Equipment in benzene service is clearly identified (i.e. tagged) and tagging is properly maintained.

c. Verify that proper documentation and sign-offs have been recorded for all Covered Equipment placed on the DOR list;

d. Ensure that repairs have been performed in the required periods;

e. Review monitoring data and equipment counts for feasibility and unusual trends;

f. Verify that proper calibration records and monitoring instrument maintenance information are maintained;

g. Verify that other LDAR program records are maintained as required; and,

h. Observe in the field each LDAR monitoring technician who is conducting Method 21 leak detection monitoring to ensure that monitoring is being conducted in accordance with Method 21 requirements. For this purpose, Drummond shall provide a leak detection monitoring schedule to the person conducting the QA/QC of Paragraph 19 of this Appendix A at the beginning of each 180-day period, for the duration of the LDRP under this Decree.

20. Drummond shall promptly correct any deficiencies detected or observed during any QA/QC review conducted pursuant to Paragraph 19 of this Appendix A. Drummond shall maintain a log that: (1) records the date and time that the reviews, verifications, and observations of the auditor required by this Subparagraph are undertaken; and (2) describes the nature and timing of any corrective actions taken in response to the findings.

7. LDAR Audits and Corrective Action

21. Within 90 Days from the Effective Date, Drummond shall choose a third party consultant that has experience in conducting benzene emissions compliance audits at refineries,

chemical plants, and/or coke by product facilities, for the purpose of conducting an audit of the Facility's compliance with the LDAR requirements of Paragraphs 4-20 of this Appendix A ("LDAR Audit"). Either before or within 10 days after choosing the consultant, Drummond shall notify the Agencies of the name of the consultant. The Agencies shall notify Drummond of their approval or disapproval of the consultant. If the consultant is not approved, Drummond shall choose another consultant that it believes is qualified to perform the audit and submit the name to the Agencies for approval.

22. By no later than 180 Days after the Effective Date, Drummond's contractor shall conduct an initial independent third party audit of the Facility's compliance with the LDAR requirements of Paragraphs 4-20 of this Appendix A, consisting of the activities set forth in Paragraph 23(a)-(e) below. Drummond's contractor shall conduct a second LDAR Audit two calendar years following the initial LDAR Audit, to occur within the same calendar quarter that the initial LDAR Audit completion date occurred.

23. The LDAR Audits required by Paragraph 22 of this Appendix A shall include the following activities:

a. Reviewing compliance with all applicable LDAR regulations, including LDAR requirements related to equipment listed in Paragraph 4, Table 1 of this Appendix;

b. Reviewing and/or verifying, as applicable, the same items that are required to be reviewed and/or verified in Paragraphs 19-20 of this Appendix A;

c. Reviewing whether any pieces of equipment that are required to be in the LDAR program are not included;

d. Determining that "Comparative Monitoring," as described in Paragraph 24 of this Appendix A, is being correctly employed; and,

e. For LDAR Audits after the first audit, a review of the Facility's compliance with the LDRP.

24. Comparative Monitoring during LDAR audits shall be undertaken pursuant to this Paragraph 24(a)-(f) below:

a. If Drummond uses a third party contractor to implement the LDRP at the Facility, comparative monitoring may be conducted by Drummond staff or contractor staff, trained in LDAR, who does not on a routine basis perform Method 21 monitoring at the Facility.

b. Calculating a Comparative Monitoring Audit Leak Definition Percentage. Covered Equipment shall be monitored in order to calculate a leak percentage, broken down by equipment type (*i.e.*, valves, pumps, connectors, and OELs). For descriptive purposes under this Section, the monitoring that takes place during the audit shall be called "Comparative Monitoring" and the leak percentages derived from the comparative monitoring shall be called the "Comparative Monitoring Audit Leak Percentages." In undertaking Comparative Monitoring, Drummond will be required to monitor no less than 50% of the Covered Equipment at the Facility. However, each component must be monitored at least once during a comparative monitoring event.

c. Calculating the Historic, Average Leak Percentage from Prior Periodic Monitoring Events. The average leak percentage from prior periodic monitoring events broken down by equipment type, as listed in Paragraph 4, Table 1 of this Appendix A, shall be calculated per its listed frequency.

d. Calculating the Comparative Monitoring Leak Ratio. For each type of Covered Equipment, the ratio of the Comparative Monitoring Audit Leak Percentage from Paragraph 24(a) to the Historic, Average Leak Percentage (if greater than zero) from Paragraph 24(b) shall be calculated. This ratio shall be called the "Comparative Monitoring Leak Ratio." For statistical purposes in this calculation, if the Historic Average Leak Percentage is "zero," it shall be assumed (for purposes of this calculation but not for any other purpose under this Decree or under any applicable laws and regulations) that one leaking piece of equipment was found in the process unit through routine monitoring during the 12-month period before the Comparative Monitoring.

e. For the first LDAR audit only, Drummond shall not be required to undertake comparative monitoring on OELs or calculate a Comparative Monitoring Leak Ratio for OELs because of the unavailability of Historic, Average leak percentages for OELs.

f. When More Frequent Periodic Monitoring is Required. If a Comparative Monitoring Audit Leak Percentage calculated pursuant to Paragraph 24(a) of this Appendix A triggers a more frequent monitoring schedule under any applicable federal or state law or regulation than the frequencies listed in Paragraph 4, Table 1 of this Appendix A, Drummond shall monitor the affected type of Covered Equipment at the greater frequency unless and until less frequent monitoring is again allowed under the specific federal or state law or regulation. At no time may Drummond monitor at intervals less frequently than those listed in Paragraph 4, Table 1 of this Appendix A.

8. Corrective Action Plan ("CAP")

25. By no later than 30 Days after each LDAR Audit completion date, Drummond shall develop and submit to the Agencies, in accordance with Section VII of this Decree (Approval of Deliverables), together with a certification of the completion of each item of corrective action, a Corrective Action Plan (CAP) if:

a. the results of an LDAR audit identify any deficiencies; or

b. a Comparative Monitoring Leak Ratio calculated pursuant to Paragraph 24(c) of this Appendix A is 3.0 or higher *and* the Comparative Monitoring Audit Leak Percentage calculated pursuant to Paragraph 24(a) of this Appendix A is greater than or equal to 1.0 percent.

26. The CAP shall describe the actions that Drummond has taken or that Drummond will take to address: (1) the deficiencies and/or (2) the causes of a Comparative Monitoring Leak Ratio that is 3.0 or higher (but only if the Comparative Monitoring Audit Leak Percentage is at or above 1.0 percent). Drummond shall include a schedule by which actions that have not yet been completed shall be completed. Drummond shall promptly complete each corrective action item with the goal of completing each action by no later than 3 months after the LDAR Audit completion date. If any action is not completed or is not expected to be completed within 3

months after the LDAR Audit completion date, Drummond shall explain the reasons and propose a schedule for prompt completion in the CAP.

27. EPA, after a reasonable opportunity for review and comment by JCBH, may provide comments to Drummond on the CAP, in accordance with Section VI of this Decree (Review and Approval of Submittals). By no later than 1 month after receipt of any comments, Drummond shall submit a reply to such comments. Disputes arising with respect to any aspect of a CAP shall be resolved in accordance with the dispute resolution provisions of this Consent Decree.

9. Certification of Compliance

28. By no later than 180 Days after the initial LDAR Audit Completion Date, Drummond shall certify to the Agencies that, to its' best knowledge and belief, to be formed after reasonable inquiry, Drummond:

a. is in compliance with all applicable LDAR regulations and this LDRP;

b. has completed all corrective actions, if applicable, or is in the process of completing all corrective actions pursuant to a CAP; and,

c. has identified all equipment at the Facility that is regulated under Subparts L and V, and has included all such equipment in the Facility's LDRP.

29. To the extent that Drummond cannot make the Certification required by Paragraph 28 in all respects, it shall specifically identify any deviations from items (a through (c, above.

10. Recordkeeping

30. Drummond shall keep, for a period of at least 5 years, all records required by this LDRP, including each LDAR audit report, to document compliance with the requirements of this LDRP. Upon request by EPA or JCBH, Drummond shall make all such records available and shall provide, in electronic format, all LDAR monitoring data generated.

31. Commencing no later than 180 Days after the Effective Date, Drummond shall create and maintain an electronic database such as LeakDAS or similar for the storage and reporting of data collected pursuant to the LDRP requirements of this Consent Decree. This database shall include:

a. All components subject to 40 C.F.R. Part 61, Subparts L and V and JCBH Rules and Regulations and subject to requirements of 40 C.F.R. Part 61, Subpart FF by virtue of this Consent Decree (subject to the reservation set forth in this Consent Decree);

b. The process area associated with each component;

c. The monitoring history of each component (date of last monitoring, monitoring results, any action taken).

11. Reporting Requirements

32. Drummond shall submit LDAR Compliance Status Reports, consisting of the following information, to the Agencies in accordance with the schedule set forth in Section VIII. (Reporting Requirements) of this Decree, in the manner set forth in Section XV (Notices) of this Decree:

a. The number of Drummond LDAR personnel at the Facility (excluding personnel whose functions involve the non-monitoring aspects of repairing leaks) and the approximate percentage of time each such person dedicated to performing his/her LDAR functions;

b. An identification and description of any non-compliance with the requirements in this Appendix A;

c. An identification of any problems encountered in complying with the requirements of this Appendix A;

d. A description of any training done;

e. Any deviations identified in the QA/QC performed, as well as any corrective actions taken;

f. A summary of any LDAR Audit results received during the reporting period, including the specific identification of all deficiencies; and,

g. The status of all actions under any CAP that was submitted during the reporting period, unless the CAP was submitted less than one month before the compliance status report.

33. Each LDAR Compliance Status Report submitted shall be signed by the plant manager or by an officer of Drummond, and shall include the following certification:

> "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

12. LDRP Mitigation Action

34. The Drill and Tap requirements of Paragraphs 9-11 and 12(d) of this Appendix A shall be considered action taken to mitigate the past excess emissions resulting from the violations alleged in the Complaint filed in this action.

APPENDIX B TO CONSENT DECREE:

CORRECTIVE ACTIONS COMPLETED AT FACILITY PRIOR TO LODGING OF THE CONSENT DECREE

Inspection Findings	Facility Response	Repair/Correction Date
Check valve drains on the East and West Tar Decanters were open to the atmosphere.	All check valve drains were hard piped and enclosed.	2011
BTX overflow pipe open to the atmosphere.	The BTX overflow pipe was enclosed and a clear sight valve was installed.	2011
Nine drip pots not hard-piped.	All nine drip pots were hard piped to the sewer waste system.	2011
Water from the gas seal on the big gas holder open to the atmosphere.	Water from the gas seal has now been hard-piped.	2011
Deficient Leak Detection and Repair (LDAR) Program.	Facility is recording and monitoring as required by the rules and is conducting Method 21 correctly.	Commenced June 2013
LDAR documentation was hand written and in hard-copy form only.	Electronic data logger now used and results to monitoring is uploaded to electronic database.	Commenced January 2017
New Naphthalene Sump, Dirty Water Sump and Wilputte Decanter were not monitored.	This equipment is monitored to no detectable limits on a quarterly basis and visually inspected daily pursuant to the LDAR Program.	Commenced 2014
LDAR components not properly tagged/not in the LDAR database.	700 components have been added to the database and are now monitored.	Commenced 2017
Open-ended lines found throughout the facility.	All open-ended lines found during the 2011 inspection were correctly capped.	2011
Monthly and weekly visual pump monitoring records were not available to verify that the monitoring was done.	Weekly visual pump inspections are now done by an outside contractor. Monthly and weekly inspections are uploaded to the LDAR database.	Commenced June 2017

Inspection Findings	Facility Response	Repair/Correction Date
Emissions from seams on the roofs of the East and West Tar Decanters were seen with the Infrared Camera.	The East Tar Decanter was replaced and the West Tar Decanter was overhauled/repaired.	2015-2016
Pressure Relief Vents on the Tar Decanters were found to be leaking with the Infrared Camera.	The PRVs were repaired and now all PRVs throughout the By-Products plant are replaced/refurbished on a semi-annual basis.	2014
Emissions were observed with the infrared camera along with wear and tear on the sealing material for the New Naphthalene Sump and Dirty Water Sump.	The New Naphthalene Sump and Dirty Water Sump are visually inspected for any gaps or tears in sealing material. The seal gaps were immediately repaired and re-monitored. New lid installed on Naphthalene Sump.	Commenced 2014 October 2018
No water seal between the Tar Decanters and Primary Cooler Sump.	Installed a water seal between the Tar Decanters and the Primary Cooler Sump.	2011