154. The provisions of this Section are intended to restrict the quantity of SO_2 and NOx emission reduction credits that may be generated by Hunt as a result of the emission reductions specifically required by this Consent Decree for use in any netting and/or offsets in any NSR Permit after the Date of Entry of this Consent Decree. In addition, the provisions of this Section restrict the use of certain SO_2 and NOx emission reduction credits authorized for generation under this Consent Decree to projects necessary to the production of Clean Fuels, as defined and in the manner described in this Consent Decree.

155-158. Reserved.

159. Without limitation to the foregoing, nothing in this Consent Decree is intended to contravene, impair, be inconsistent with or otherwise restrict compliance options available to Hunt under any SIP to demonstrate compliance with any emission limitation or other standard applicable to Hunt's Refineries, including without limitation any provision established or imposed under an applicable SIP governing intra-facility emission trading.

160. Nothing in this Section XII shall affect the validity of permits issued or permit applications made prior to the Date of Lodging, including any contemporaneous netting analyses in such permits and/or applications.

XIII. GENERAL RECORDKEEPING, RECORD RETENTION AND REPORTING

161. Hunt shall retain all records required to be maintained in accordance with this Consent Decree for a period of five (5) years or until Termination, whichever is longer, unless applicable regulations require the records to be maintained longer.

162. Hunt will submit to the applicable Federal and State Agencies, semi-annual reports due on August 31 (covering the period from January 1 to June 30) and February 28 (covering the period from July 1 to December 31), with the first such report due on February 28, 2008. The semi-annual reports will contain the following information on each Covered Refinery:

a. A progress report on the implementation of the requirements of Sections V through X of this Consent Decree at each Covered Refinery;

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

c. A description of any problems anticipated with respect to meeting the requirements of Sections V though X of this Decree at each Covered Refinery;

d. A description of all Supplemental Environmental Projects and implementation activity in accordance with Section XV of this Decree.

e. Any such additional matters as Hunt believes should be brought to the attention of the applicable Federal and State Agencies; and

f. Any additional items required by any other Paragraph of this Consent Decree (including Paragraphs 163 and 164) to be submitted with a semi-annual report.

163. In the semi-annual report required to be submitted on August 31 of each year, Hunt will provide a summary of annual emissions data for each Covered Refinery for the prior calendar year, to include:

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

b. NOx, emissions in tons per year as a sum for all heaters and boilers less than mm/Btu/hr maximum fired duty;

c. SO_2, CO and PM emissions in tons per year as a sum for all heaters and boilers;

d. SO_2 emissions from all Sulfur Recovery Plants in tons per year;

e. SO_2 emissions from all acid gas flaring and tail gas incidents by flare in tons per year; and

f. NOx, SO_2, PM and CO emissions in tons per year as a sum at each refinery for all other emissions units for which emissions information is required to be included in the facilities' annual emissions summaries and are not identified above;

g. for each of the estimates in Subparagraphs 163.a. through 163.d. 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 Hunt, 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. Any time during the life of this Decree, Hunt may submit a request to EPA to terminate the requirements

of this Paragraph 163 and if EPA approves, then Hunt will no longer be required to provide this additional information.

164.A. In each semi-annual report for each Covered Refinery, Hunt will provide a summary of all exceedances of emission limits required or established by this Consent Decree, which will include:

(i) for operating units emissions limits that are required by the Consent Decree and monitored with CEMS or PEMS, for each CEMS or PEMS:

a. total period where the emissions limit was exceeded, if applicable, expressed as a percentage of operating time for each calendar quarter;

b. 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;

c. total downtime of the CEMS or PEMS, if applicable, expressed as a percentage of operating time for the calendar quarter;

d. where the CEMS or PEMS 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.

e. if a report filed pursuant to another applicable legal requirement contains all of the information required by this Paragraph 164A.i. in similar or same format, the requirements of this Paragraph 164A.i. may be satisfied by attaching a copy of such report.

(ii) for any exceedance of an emissions limit required by the Consent Decree from an operating unit monitored through stack testing:

a. a summary of the results of the stack test in which the exceedance occurred;

b. a copy of the full stack test report in which the exceedance occurred;

c. to the extent that Hunt has already submitted the stack test results, Hunt need not resubmit them, but may instead reference the submission in the report (e.g., date, addressee, reason for submission).

164.B. Each portion of the semi-annual report which relates to a particular Covered Refinery will be certified by a responsible corporate official of Hunt, as follows:

> "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."

XIV. PENALTY

165. Within thirty (30) calendar days of the Date of Entry, Hunt, on behalf of itself shall pay a civil penalty, in the aggregate, of $400,000 as follows: (i) $200,000 to the United States; (ii) $ 100,000 to Co-Plaintiff, the State of Alabama, and (iii) $ 100,000 to Co-Plaintiff the State of Mississippi.

166. Hunt's payment of civil penalty monies to the United States shall be made by Electronic Funds Transfer ("EFT") to the United States Department of Justice, in accordance with current EFT procedures, referencing the USAO File No. and DOJ Case Number 9D-5-2-1-08392, and the civil action case name and case number of the United States District Court for the Northern District of Alabama. The costs of such EFT shall be Hunt's responsibility. Payment shall be made in accordance with instructions provided to Hunt by the Financial Litigation Unit of the U.S. Attorney's office for the Northern District of Alabama. Any funds received after

3:00 p.m. (Eastern Time) shall be credited on the next business day. Hunt shall provide notice of payment, referencing the USAO File No. and DOJ Case Number, and the civil action case name and case number to the Department of Justice and to EPA, as provided in Paragraph 231 (Notice).

167. Hunt's payment of civil penalty monies to the State of Alabama shall be made by corporate check made payable to "Alabama Department of Environmental Management" and delivered to:

Alabama Department of Environmental Management
P.O. Box 301463
Montgomery, AL 36130-1463

168. Hunt's payment of civil penalty monies to the State of Mississippi shall be made by corporate check made payable to the Mississippi Department of Environmental Quality and delivered to:

Mississippi Department of Environmental Quality
P.O. Box 20325
Jackson, MS 39289-1325

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

170. No amount of the civil penalty to be paid by Hunt shall be used to reduce its federal or state tax obligations.

XV. SUPPLEMENTAL ENVIRONMENTAL PROJECTS

171. By no later than three years after the Date of Lodging of the Consent Decree, Hunt shall spend $380,000 to upgrade controls on individual drain systems to meet the requirements of the New Source Performance Standards, Subpart QQQ at the Hunt Tuscaloosa refinery. (40 C.F.R. Part 60.690, *et seq*). The individual drain systems to be installed do not include any drains for which controls under NSPS, Subpart QQQ already have been installed or drains that already are required to be equipped with controls under NSPS, Subpart QQQ as part of any work to be done pursuant to the Consent Decree. If any of the $380,000 remains unspent after installation of the above-referenced controls, then Hunt shall expend any remaining funds to install controls on catch basins at the Tuscaloosa refinery. Hunt shall implement the project and submit a cost report, certified as accurate under penalty of perjury by the responsible corporate official, upon its completion. Hunt shall complete the project within three years of the Date of Lodging of the Consent Decree, unless the EPA or the applicable Co-Plaintiff approves in writing an extension to this deadline.

172. **Community SEPs.** Hunt shall perform a SEP designed to benefit the communities near where the Tuscaloosa and Sandersville Refineries are located, which is described in the statement of work set forth in Appendix F. Hunt shall spend not less than $95,000 on this community SEP. Hunt shall implement the project and submit a cost report, certified as accurate under penalty of perjury by the responsible corporate official, upon its completion. Hunt shall complete the project within 18 months from the Date of Lodging of the

Consent Decree, unless the EPA or the applicable Co-Plaintiff approve in writing an extension to this deadline.

173. If Hunt does not expend at least $375,000 on the SEPs identified in Paragraphs 171 and 172, Hunt shall pay a stipulated penalty equal to the difference between the amount expended as demonstrated in the certified cost report(s) and $375,000. The stipulated penalty shall be paid as provided in Paragraph 184 (Stipulated Penalties) of the Consent Decree.

174. By signing this Consent Decree, Hunt certifies that it is not required, and has no liability under any federal, state or local law or regulation or pursuant to any agreements or orders of any court, to perform or develop the projects identified in Paragraphs 171 and 172. Hunt further certifies that it has not applied for or received, and will not in the future apply for or receive: (1) credit as a SEP or other penalty offset in any other enforcement action for the projects set forth in Paragraphs 171 and 172; or (2) credit for any emissions reductions resulting from the projects set forth in Paragraphs 171 and172 in any federal, state or local emissions trading or early reduction program.

175. Public Statements. Hunt agrees that in any public statements it makes or causes to be made regarding the SEPs, Hunt must clearly indicate that these projects are being undertaken as part of an enforcement action for alleged violations of the Clean Air Act and corollary state statutes.

176-181. Reserved.

XVI. STIPULATED PENALTIES

182. Hunt shall pay stipulated penalties to the United States or the applicable Co-Plaintiff, where appropriate, for each failure by such company to comply with the terms of this

Consent Decree; provided, however, that the United States or the applicable Co-Plaintiff may elect to bring an action for contempt in lieu of seeking stipulated penalties for violations of this Consent Decree. For each violation, the amounts identified below shall apply on the first day of violation and shall be calculated for each incremental period of violation (or portion thereof). For those provisions where a stipulated penalty of either a fixed amount or 1.2 times the reasonable economic benefit of Hunt's delayed compliance is specifically identified below as available, the decision of which alternative to seek shall rest exclusively with the discretion of the United States and the applicable Co-Plaintiff. In no event shall any penalty assessed against Hunt exceed the maximum civil penalty that may be assessed under the Clean Air Act 42 U.S.C § 7413 for any individual violation of this Consent Decree.

183. Any action or omission by Hunt that constitutes noncompliance with this Consent Decree shall give rise to a single stipulated penalty, hereunder, assessable to Hunt except to the extent that any stipulated penalty provision specifically provides for additional penalties for continuing violations.

(a.) Requirements for NOx emission reductions from Covered Heaters and Boilers (Section V):

Failure to achieve the emission reduction goals in accordance with Section V:

Period of Non-Compliance	Penalty per day
1st through 30th day	$ 625
31st through 60th day	$1,500
Beyond 60th day	$2,500 or an amount equal to 1.2 times the economic benefit of delayed compliance whichever is greater

(b) Failure to submit any written deliverable required under this Consent Decree:

Period of Delay	Penalty per Day
1st day through 30th day after deadline	$50
31st day through 60th day after deadline	$500
Beyond 60th day after deadline	$1,000

(c) Failure to conduct any performance test, to install, calibrate and operate a CEMS or to establish PEMS operating parameters in accordance with 40 C.F.R. Part 60 Appendices A, B, and F:

Period of Delay	Penalty per Day
1st day through 30th day after	$250

deadline	
31st day through 60th day after deadline	$1,000
Beyond 60th day after deadline	$2,000 or an amount equal to 1.2 times the economic benefit of delayed compliance, whichever is greater.

(d) For burning Fuel Oil in a manner inconsistent with the requirements of Paragraph 32, per unit, per day:

Period of Non-Compliance	Penalty per day
1st through 30th day	$1,750
Beyond 31st day	$5,000 or an amount equal to 1.2 times the economic benefit of delayed compliance, whichever is greater

(e) For failure to comply with the NSPS Subpart J emission limits under Paragraphs 92 and 93 per unit, per day in a calendar quarter:

Period of Non-Compliance	Penalty per day
1st through 30th day	$1,000
31st through 60th day	$2,000
Over 60 days	$3,000 or an amount equal to 1.2 times the economic benefit of delayed compliance, whichever is greater

(f) For failure to eliminate, control, and/or include and monitor all sulfur pit emissions in accordance with the requirements of Paragraph 96, per unit, per day:

Period of Non-Compliance	Penalty per day
1st through 30th day	$1,000
31st through 60th day	$1,750
Beyond 60th day	$4,000 or an amount equal to 1.2 times the economic benefit of delayed compliance whichever is greater

(g) For failure to comply with the Preventive Maintenance and Operation Plan or complete revisions required by Optimization Study Report under Paragraph 97 as specified in that Paragraph, per Refinery, per day:

Period of Non-Compliance	Penalty per day
1st through 30th day	$500
31st through 60th day	$1,500
Beyond 60th day	$2,000

(h) Reserved.

(i) Operation of an SRU during Scheduled Maintenance of its associated TGTU (except that this paragraph shall not apply during periods in which Hunt is engaged in the Shutdown of an SRU for, or Startup of the SRU following, Scheduled Maintenance of the SRU): $12,500 per SRU per day per refinery.

(j) Requirements for Benzene Waste NESHAP program enhancements (Section VII):

i. Failure to timely conduct audit or compliance review and verification under Section VII (Paragraphs 36 and 39): $5,000 per month per review/audit.

ii. Failure to timely sample under Section VII (Paragraph 45): $250 per week, per stream or $15,000 per quarter, per stream (whichever amount is greater, but not to exceed $75,000 per refinery per quarter).

iii. Failure to timely install carbon canister under Section VII (Paragraph 38): $1,000 per day per canister.

iv. Failure to timely replace carbon canister under Section VII (Paragraph 38): $1,000 per day per canister

v. Failure to perform monitoring under Section VII (Paragraph 38): $500 per monitoring event.

vi. Failure to develop and timely implement training program under Section VII (Paragraph 41): $10,000 per quarter per refinery.

vii. If it is discovered by an EPA or state investigator or inspector, or their agent, that Hunt failed to include all benzene waste streams in its TAB, in accordance to Paragraph 36, for each waste stream that is:

Less than 0.03 Mg/yr	$250 per stream;
Between 0.03 and 0.1 Mg/yr	$1,000 per stream;
Between 0.1 Mg/yr and 0.5 Mg/yr	$5,000 per stream.;
Greater than 0.5 Mg/yr	$10,000 per stream

(k) Requirements for Leak Detection and Repair program (Section VIII):

i. Failure to have written LDAR program under Section VIII.B: $3,500 per week.

ii. Failure to implement the training program under Section VIII.C: $10,000 per month, per program.

iii. Failure to timely conduct internal or external audit under Section VIII.D: $5,000 per month per audit.

iv. Failure to timely implement internal leak definition under Section VIII.G: $100 per component, up to $10,000 per month per process unit.

v. Failure to develop and timely implement initial attempt at repair program under Section VIII: $100 per component, up to $10,000 per month.

vi. Failure to implement and begin more frequent monitoring under Paragraph 75 and 76: $100 per component, up to $10,000 per month per process unit.

vii. Failure to have dataloggers and electronic storage under Section VIII.K: $5,000 per month per refinery.

viii. Failure to timely establish LDAR accountability under Section VIII.M: $3,750 per week per refinery.

ix. Failure to establish new equipment standards under Section VIII.N: $1,000 per month.

x. Failure to conduct calibration drift assessment or to remonitor components (if and as required) under Section VIII.O: $100 per missed event per day per refinery.

xi. Failure to attempt the drill and tap method under Section VIII.Q: $5,000 per component.

xii. For failure to comply with the requirement for chronic leakers set forth in Section VIII.P: $5,000 per valve.

xiii. If it is discovered by an EPA or state investigator or inspector, or their agent, that Hunt failed to include all required components in its LDAR program: $350 per component.

xiv. If Hunt discovers that it failed to include all of the components after the initial audit: $175 per component.

xv. Failure to correctly implement EPA Test Method 21, as indicated by the leak percentage ratio determined through comparative monitoring and calculated as described in Paragraph 67:

Ratio process unit valve leak percentage to average valve leak percentage reported for process unit (¶67)	Stipulated Penalty for 4-quarter period, per process unit
3.0	$3,333
4.0	$6,666
5.0	$10,000
6.0 or greater	$13,333

xvi. For failure to submit a plan within 90 days after the date of Lodging of this Consent Decree, for each affected facility to comply with the requirements of 40 C.F.R. Part 60, Subparts GGG and Section VIII, including interim milestone dates, designed to achieve full compliance within three years after the Date of Lodging of this Consent Decree:

Period of Delay	Penalty per Day
1st day through 30th day after deadline	$50
31st day through 60th day after deadline	$500
Beyond 60th day after deadline	$1,000

xvii. Failure to comply with the requirements of 40 C.F.R. Part 60, Subpart GGG, and Tuscaloosa Phase II and Sandersville, as required in Paragraph 58.a within three years after the Date of Lodging of the Consent Decree:

Period of Non-Compliance	Penalty per day
1st through 30th day	$625
31st through 60th day	$1,500
Beyond 60th day	$2,500 or an amount equal to 1.2 times the economic benefit of delayed compliance whichever is greater.

(l) Requirements for MACT compliance (Section X):

i. Failure to comply with the requirements of 40 C.F.R. Part 63, Subparts CC and LLLLL, within time frames set forth in Section X:

Period of Non-Compliance	Penalty per day
1st through 30th day	$625
31st through 60th day	$1,500
Beyond 60th day	$2,500 or an amount equals to 1.2 times the economic benefit of delayed compliance whichever is greater.

ii. Failure to submit annual progress reports describing progress toward complying with the MACT requirements set forth in Section X:

Period of Delay	Penalty per Day
1st day through 30th day after deadline	$50
31st day through 60th day after deadline	$500
Beyond 60th day after deadline	$1,000

(m) Requirements for Permitting (Section XI):

Failure to timely submit a reasonably or administratively complete permit application:

Period of Delay	Penalty per Day
Days 1-30	$800
Days 31-60	$1,500
Over 60 days	$3,000

(n) Requirements for Supplemental/Beneficial Environmental Projects (Section XV): For failure to timely complete implementation of the projects required by Section XV:

Period of Non-Compliance	Penalty per day
1st through 30th day after deadline	$1,000
31st through 60th day after deadline	$1,500
Beyond 60th day after deadline	$2,000.

(o) Requirement to Escrow Stipulated Penalties: Failure to escrow stipulated penalties, as required by Paragraph 185 of this Section: $1,250 per day, and interest on the amount overdue at the rate specified in 28 U.S.C. § 1961(a).

(p) As to any failure to complete an obligation pursuant to this Consent Decree that does not otherwise have a specified stipulated penalty, the United States, applicable Co-Plaintiff and Hunt may reach agreement on a stipulated penalty amount and such agreed stipulated penalty may be assessed and paid pursuant to this Section XVI.

184. Hunt shall pay such stipulated penalties upon written demand by the United States or the applicable Co-Plaintiff no later than sixty (60) days after Hunt receives such demand. Demand from either the United States or the applicable Co-Plaintiff shall be deemed a demand from both, but the United States and the applicable Co-Plaintiff shall consult with each other prior to making a demand. Stipulated penalties owed by Hunt shall be paid 50% to the United States and 50% to the applicable Co-Plaintiff. Stipulated penalties shall be paid in the manner set forth in Section XIV unless the payment to the United States is less than $10,000, in which case such payment shall be certified or company check, payable to the appropriate United States Attorney's Office. A demand for the payment of stipulated penalties will identify the particular violation(s) to which it relates, the amounts demanded 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 and the applicable Co-Plaintiff may, in their un-reviewable discretion, waive payment of any portion of stipulated penalties that may accrue under this Consent Decree. Where a single event triggers more than one stipulated penalty provision in this Consent Decree, only one such provision will apply.

185. Should Hunt dispute its obligation to pay part or all of a stipulated penalty, it may avoid the imposition of the stipulated penalty for failure to pay a penalty due to the United States or the applicable Co-Plaintiff, by placing the disputed amount demanded by the United States or the applicable Co-Plaintiff in a commercial escrow account pending resolution of the matter and by invoking the Dispute Resolution provisions of Section XIX within the time provided in Paragraph 184 for payment of stipulated penalties. If the dispute is thereafter resolved in Hunt's favor, as applicable, the escrowed amount plus accrued interest shall be returned to Hunt; otherwise the United States or the applicable Co-Plaintiff shall be entitled to the escrowed amount that was determined to be due by the Court plus the interest that has accrued on such amount, with the balance, if any, returned to Hunt.

186. Nothing in this Consent Decree shall prevent the United States or the applicable Co-Plaintiff from pursuing a contempt action against Hunt in lieu of demanding stipulated penalties hereunder and requesting that the Court order specific performances of the terms of this Consent Decree. Nothing in this Consent Decree authorizes the applicable Co-Plaintiff to take action or make any determinations under this Consent Decree regarding Hunt refineries that are outside that Co-Plaintiff's state or that are not subject to this Consent Decree.

187. The United States and the applicable Co-Plaintiff reserve the right to pursue any other non-monetary remedies to which they are legally entitled, including but not limited to injunctive relief, for violations of the Consent Decree. Where a violation of this Consent Decree is also a violation of the Clean Air Act, its regulations or federally enforceable state law, regulation or permit, the United States (or the applicable Co-Plaintiff) will not seek civil penalties where it already has demanded and secured stipulated penalties for the same act or omission, nor will the United States (or the applicable Co-Plaintiff) demand stipulated penalties

for a violation of the Consent Decree if it has commenced litigation under the Clean Air Act for the same acts or omissions. Where a violation of this Consent Decree is also a violation of state law, regulation or a permit, the Co-Plaintiffs will not seek civil or administrative penalties where they have already demanded and secured stipulated penalties for the same acts or omissions, nor will the applicable Co-Plaintiff demand stipulated penalties for a violation of the Consent Decree if it has commenced litigation under the Clean Air Act for the same acts or omissions.

XVII. RIGHT OF ENTRY

188. Any authorized representative of the EPA or an appropriate state agency, including their independent contractors, upon presentation of credentials, shall have a right of entry upon the premises of Hunt's Refineries at any reasonable time for the purpose of monitoring compliance with the provisions of this Consent Decree, including inspecting plant equipment, and inspecting and copying all records maintained as required by this Consent Decree. Entry or inspection by an authorized party shall be performed in a safe manner. Nothing in this Consent Decree shall limit the authority of EPA to conduct tests and inspections under Section 114 of the Clean Air Act, 42 U.S.C. § 7414, or any other statutory or regulatory provision.

XVIII. FORCE MAJEURE

189. If any event occurs which causes or may cause a delay or impediment to performance in complying with any provision of this Consent Decree (*e.g.* would require operation in an unsafe manner), and which Hunt believes qualifies as an event of Force Majeure, Hunt shall notify the United States and the applicable Co-Plaintiff in writing as soon as practicable, but in any event within forty-five (45) business days of when Hunt first knew of the event or should have known of the event by the exercise of due diligence. In this notice Hunt

shall specifically reference this paragraph of this Consent Decree and describe the anticipated length of time the delay may persist, the cause or causes of the delay, and the measures taken or to be taken by Hunt to prevent or minimize the delay and the schedule by which those measures will be implemented. Hunt shall adopt all reasonable measures to avoid or minimize such delays.

190. Failure by Hunt to substantially comply with the notice requirements of Paragraph 189, as specified above, shall render this Section voidable by the United States, after an opportunity for consultations with the applicable Co-Plaintiff, as to the specific event for which Hunt has failed to comply with such notice requirement. If so voided, it shall be of no effect as to the particular event involved.

191. The United States, after an opportunity for consultation with the applicable Co-Plaintiff, shall notify Hunt in writing regarding their claim of a delay or impediment to performance within forty-five (45) business days of receipt of the Force Majeure notice provided under Paragraph 189.

192. If the United States, after an opportunity for consultation with the applicable Co-Plaintiff, agrees that the delay or impediment to performance has been or will be caused by circumstances beyond the control of Hunt including any entity controlled or contracted by it, and that it could not have prevented the delay by the exercise of due diligence, the parties shall stipulate to an extension of the required deadline(s) for all requirement(s) affected by the delay by a period equivalent to the delay actually caused by such circumstances, or such other period as may be appropriate in light of the circumstances. Such stipulation may be filed as a modification to this Consent Decree by agreement of the parties pursuant to the modification

procedures established in this Consent Decree. Hunt shall not be liable for stipulated penalties for the period of any such delay.

193. If the United States and applicable Co-Plaintiff do not accept Hunt's claim of a delay or impediment to performance or Event of Force Majeure pursuant to this Consent Decree, then Hunt must submit the matter to this Court for resolution to avoid payment of stipulated penalties, by filing a petition for determination with this Court. In the event that the United States and Co-Plaintiff do not agree, the position of the United States on the Force Majeure claim shall become the final Plaintiffs' position. Once Hunt has submitted this matter to this Court, the United States and applicable Co-Plaintiff shall have twenty (20) business days to file a response to the petition. If Hunt submits the matter to this Court for resolution and the Court determines that the delay or impediment to performance has been or will be caused by circumstances beyond the control of Hunt including any entity controlled or contracted by it, and that it could not have prevented the delay by the exercise of due diligence, Hunt shall be excused as to that event(s) and delay (including stipulated penalties) for all requirements affected by the delay for a period of time equivalent to the delay caused by such circumstances or such other period as may be determined by the Court.

194. Hunt shall bear the burden of proving that any delay of any requirement(s) of this Consent Decree was caused by or will be caused by circumstances beyond its control, including any entity controlled or contracted by it, and that it could not have prevented the delay by the exercise of due diligence. Hunt shall also bear the burden of proving the duration and extent of any delay(s) attributable to such circumstances. An extension of one compliance date based on a particular event may, but does not necessarily, result in an extension of a subsequent compliance date or dates. Unanticipated or increased costs or expenses associated with the performance of

obligations under this Consent Decree shall not constitute circumstances beyond the control of Hunt.

195. Notwithstanding any other provision of this Consent Decree, this Court shall not draw any inferences nor establish any presumptions adverse to any party as a result of Hunt delivering a notice of Force Majeure or the parties' inability to reach agreement.

196. As part of the resolution of any matter submitted to this Court under this Section, the parties by agreement, or this Court by order, may in appropriate circumstances extend or modify the schedule for completion of work under this Consent Decree to account for the delay in the work that occurred as a result of any delay or impediment to performance agreed to by the United States and the applicable Co-Plaintiff or approved by this Court. Hunt shall be liable for stipulated penalties for its failure thereafter to complete the work in accordance with the extended or modified schedule, except to the extent that such schedule is further modified, extended or otherwise affected by a subsequent Force Majeure event under this Section XVIII.

XIX. DISPUTE RESOLUTION

197. The dispute resolution procedure provided by this Section shall be available to resolve all disputes arising under this Consent Decree, except as otherwise provided in Section XVIII regarding Force Majeure, provided that the party making such application has made a good faith attempt to resolve the matter with the other party.

198. The dispute resolution procedure required herein shall be invoked upon the giving of written notice by one of the parties to this Consent Decree to another advising of a dispute pursuant to this Section. The notice shall describe the nature of the dispute, and shall state the noticing party's position with regard to such dispute. The party or parties receiving such a notice

shall acknowledge receipt of the notice and the parties shall expeditiously schedule a meeting to discuss the dispute informally not later than fourteen (14) days from the receipt of such notice.

199. Disputes submitted to dispute resolution shall, in the first instance, be the subject of informal negotiations between the parties. Such period of informal negotiations shall not extend beyond thirty (30) calendar days from the date of the first meeting between representatives of the United States, the applicable Co-Plaintiff and Hunt unless the parties' representatives agree to shorten or extend this period.

200. In the event that the parties are unable to reach agreement during such informal negotiation period, the United States and the applicable Co-Plaintiff shall provide Hunt with a written summary of their collective position regarding the dispute. The position advanced by the United States and applicable Co-Plaintiff shall be considered binding unless, within forty-five (45) calendar days of Hunt's receipt of the written summary of the United States and Co-Plaintiff's position, Hunt files with this Court a petition which describes the nature of the dispute. The United States shall respond to the petition within forty-five (45) calendar days of filing.

201. In the event the United States and the Co-Plaintiffs make differing determination or take differing actions that affect Hunt's rights or obligations under this Consent Decree, then as between the United States and the applicable Co- Plaintiff, the determination or action of the United States shall control.

202. Where the nature of the dispute is such that a more timely resolution of the issue is required, the time periods set out in this Section may be shortened upon motion of one of the parties to the dispute.

203. Notwithstanding any other provision of this Consent Decree, in dispute resolution, this Court shall neither draw any inferences nor establish any presumptions adverse to either party as a result of invocation of this Section or the parties' inability to reach agreement.

204. As part of the resolution of any dispute submitted to dispute resolution, the parties by agreement, or this Court by order, in appropriate circumstances, may extend or modify the schedule for completion of work under this Consent Decree to account for the delay in the work that occurred as a result of dispute resolution. Hunt shall be liable for stipulated penalties for its failure thereafter to complete the work in accordance with the extended or modified schedule, subject to the Force Majeure provisions of Section XVIII.

XX. EFFECT OF SETTLEMENT

205. This Consent Decree is not a permit; except as otherwise provided herein, compliance with its terms does not ensure compliance with any applicable federal, state or local laws or regulations governing air quality permitting requirements. Except as otherwise expressly provided herein, nothing in this Consent Decree shall be construed to be a ruling on, or determination of, any issue related to any Federal, state or local permit.

206. **Definitions**. For purposes of this Section XX (Effect of Settlement), the following definitions apply:

a. "Applicable NSR/PSD Requirements" shall mean: PSD requirements at Section C of Subchapter I of the Act, 42 U.S.C. § 7475, and the regulations promulgated thereunder at 40 C.F.R. §§ 52.21 and 51.166; the portions of the applicable SIPs and related rules adopted as required by 40 C.F.R. §§ 51.165 and 51.166; "Plan Requirements for Non-Attainment Areas" at Part D of Subchapter I

of the Act, 42 U.S.C. §§ 7502-7503, and the regulations promulgated thereunder at 40 C.F.R. §§ 51.165 (a) and (b), 40 C.F.R. Part 51, Appendix S, and 40 C.F.R. § 52.24; Title V regulations or permit provisions that implement, adopt or incorporate the specific regulatory requirements identified above; and state or local regulations or permits that implement, adopt, or incorporate the specific federal regulatory requirements identified above.

b. "Applicable NSPS Subparts A and J Requirements" shall mean the standards, monitoring, testing, reporting and recordkeeping requirements, found at 40 C.F.R. § 60.100 through 60.109 (Subpart J), relating to a particular pollutant and a particular affected facility, and the corollary general requirements found at 40 C.F.R. § 60.1 through 60.19 (Subpart A) that are applicable to any affected facility covered by Subpart J; any Title V regulations that implement, adopt or incorporate the specific regulatory requirements identified above; any applicable, federally-enforceable state or local regulations that implement, adopt, or incorporate the specific federal regulatory requirements identified above, and any Title V permit provisions that implement, adopt or incorporate the specific regulatory requirements identified above; and any applicable state or local regulations, or permits enforceable by the applicable Co-Plaintiff that implement, adopt, or incorporate the specific federal regulatory requirements identified above.

c. "Post-Lodging Compliance Dates" shall mean any dates after the Date of Lodging provided in the relevant sections of this Consent Decree. Post-Lodging Compliance Dates include dates certain (e.g., "December 31, 2004"), dates after Lodging represented in terms of "months after Lodging" (e.g., "Twelve Months

after the Date of Lodging"), and dates after Lodging represented by actions taken (e.g., "Date of Certification"). The Post-Lodging Compliance Dates represent the dates by which work is required to be completed or an emission limit is required to be met under the applicable provisions of this Consent Decree.

207. A. **Resolution of Liability Regarding the Applicable NSR/PSD Requirements.** With respect to emissions of the following pollutants from the following units, entry of this Consent Decree shall resolve all civil liability to the United States and the applicable Co-Plaintiffs for violations of the Applicable NSR/PSD Requirements resulting from pre-Lodging construction or modification (including reconstruction) up to the following dates:

All Heaters and Boilers listed in Appendix C	NOx	December 31, 2010.
All Heaters and Boilers not listed in Appendix E	SO_2	Date of Lodging.
All Heaters and Boilers listed in Appendix E	SO_2	December 31, 2011.
The Tuscaloosa SRP	SO_2 and Total Reduced Sulfur	Date of Lodging

B. **Reservation of Rights: Release for Violations Continuing After the Date of Lodging Can be Rendered Void.** Notwithstanding the resolution of liability in Paragraph 208.A, the release of liability by the United States and the Co-Plaintiffs to Hunt for violations of the Applicable NSP/PSD Requirements during the period between the Date of Lodging of the Consent Decree and the Post-Lodging Compliance Dates shall be rendered void if Hunt, materially fails to comply with the obligations and requirements of Section V, Paragraphs 11 through 27; provided however, that the release in Paragraph 207.A shall not be rendered void if

Hunt, remedies such material failure and pays any stipulated penalties due as a result of such material failure.

C. **Exclusions from Release Coverage: Construction and/or Modification Not Covered by Paragraph 207A**. Notwithstanding the resolution of liability in Paragraph 207.A, nothing in this Consent Decree precludes the United States and/or the Co-Plaintiffs from seeking from Hunt injunctive relief, penalties, or other appropriate relief for violations by Hunt of the Applicable NSR/PSD Requirements resulting from construction or modification that: (1) commenced prior to or commences after the Date of Lodging of the Consent Decree for pollutants or units not covered by the Consent Decree; or (2) commences after the Date of Lodging of the Consent Decree for units covered by this Consent Decree.

D. **Evaluation of Applicable PSD/NSR Requirements Must Occur**. Increases in emissions from units covered by this Consent Decree, where the increases result from the Post-Lodging construction or modification of any units within the Covered Refineries, are beyond the scope of the release in Paragraph 207.A, and Hunt must evaluate any such increases in accordance with the Applicable PSD/NSR Requirements.

208. A. **Resolution of Liability Regarding Applicable NSPS Subparts A and J Requirements**. With respect to the SRP at Tuscaloosa, the Flares listed in Appendix B and all Heaters and Boilers at the Covered Refineries, entry of this Consent Decree shall resolve all civil liability to the United States and the Co-Plaintiffs for pre-Lodging violations of the Applicable NSPS Subparts A and J Requirements from the date that the claims of the United States and the Co-Plaintiffs accrued up to the relevant Post-Lodging Compliance Dates for each affected facility for each pollutant.

B. **Reservation of Rights: Release for Violations Continuing After the Date of Lodging Can be Rendered Void.** Notwithstanding the resolution of liability in Paragraph 208.A, the release of liability by the United States and the Co-Plaintiffs to Hunt for violations of the Applicable NSPS Subparts A and J Requirements during the period between the Date of Lodging of the Consent Decree and the Post-Lodging Compliance Dates shall be rendered void if Hunt, materially fails to comply with the obligations and requirements of Section IX; provided however, that the release in Paragraph 208.A. shall not be rendered void if Hunt, remedies such material failure and pays any stipulated penalties due as a result of such material failure.

209. **Prior NSPS Applicability Determinations**. Nothing in this Consent Decree shall affect the status of any heater or boiler, fuel gas combustion device, or sulfur recovery plant currently subject to NSPS as previously determined by any federal, state, or local authority or any applicable permit.

210. **Resolution of Liability Regarding Benzene Waste NESHAP Requirements.** Entry of this Consent Decree shall resolve all civil liability to the United States and the Co-Plaintiffs for violations of the statutory and regulatory requirements set forth below in subparagraphs (a) through (c) (the "BWON 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/or continued past the Date of Entry, provided that the events giving rise to such violations are identified by Hunt, in its BWON Compliance Review and Verification Report(s) submitted pursuant to Paragraph 36 and corrected by Hunt, as required under Section VII.:

a. 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), including any federal regulation or permit that adopts or incorporates the requirements of Subpart FF by express reference, but only to the extent of such adoption or incorporation;

b. Any applicable, federally-enforceable state or local regulations or permits that implement, adopt, or incorporate the specific federal regulatory requirements identified in Paragraph 210.a; and

c. Any applicable state or local regulations or permits enforceable by the applicable Co-Plaintiffs that implement, adopt, or incorporate the specific federal regulatory requirements identified in Paragraph 210.a.

211. **Resolution of Liability Regarding LDAR Requirements.** Entry of this Consent Decree shall resolve all civil liability to the United States and the applicable Co-Plaintiff for violations of the statutory and regulatory requirements set forth below in subparagraphs a. through c. 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 by Hunt in its Initial Audit Report(s) submitted pursuant to Paragraph VIII.D and corrected by Hunt, as required under Paragraph VIII.E.

a. LDAR Requirements. For all equipment in light liquid service and gas and/or vapor service, the LDAR requirements of the applicable Co-Plaintiff under state implementation plans adopted pursuant to the Clean Air Act or promulgated

by EPA pursuant to Sections 111 and 112 of the Clean Air Act, and codified at 40 C.F.R. 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. Any applicable, federally-enforceable state or local regulations or permits that implement, adopt, or incorporate the specific regulatory requirements identified in Paragraph 211.a; and

c. Any applicable state or local regulations or permits enforceable by the applicable Co-Plaintiffs that implement, adopt, or incorporate the specific regulatory requirements identified in Paragraph 211.a.

212. **Reservation of Rights Regarding Benzene NESHAP and LDAR Requirements.** Notwithstanding the resolution of liability in Paragraphs 210 and 211, nothing in this Consent Decree precludes the United States and/or the Co-Plaintiffs from seeking from Hunt:

a. injunctive and/or other equitable relief or civil penalties for violations by Hunt of Benzene Waste NESHAP and/or LDAR requirements that (1) commenced prior to the Date of Entry of this Consent Decree and continued after the Date of Entry if Hunt fails to identify and address such violations as required by Paragraphs 36, 62, 67 or (B) of this Consent Decree; or (2) commenced after the Date of Entry of the Consent Decree; and

b. Civil penalties for violations of Benzene Waste NESHAP and/or LDAR (A) commenced prior to the date of Entry of this Consent Decree and continued after the date of Entry provided such violations are not identified by Hunt under

Paragraphs 36, 62, and 67 or (B) commenced after the Date of Entry of this Consent Decree.

213. **Resolution of Liability Regarding MACT Requirements and Flaring Devices**

A. Entry of this Consent Decree shall resolve all civil liability of Hunt to the United States and the Co-Plaintiffs for violations of the requirements of 40 C.F.R. Part 63, Subpart CC located at the Sandersville Refinery that occurred prior to the Date of Entry of the Consent Decree and that may continue no longer than three years after the Date of Lodging of this Consent Decree, the date Hunt completes its obligations under Paragraph 121. Notwithstanding the foregoing, the release(s) for each violation shall be rendered void if Hunt materially fails to comply with the obligations in Paragraph 121; provided however, that the release in this Paragraph shall not be rendered void if Hunt remedies such material failure and pays any stipulated penalties due as a result of such material failure.

B. Entry of this Consent Decree shall resolve all civil liability of Hunt to the United States and the Co-Plaintiffs for violations of the requirements of 40 C.F.R. Part 63, Subpart LLLLL, for each asphalt processing and asphalt roofing manufacturing facility located at the Sandersville Refinery that occurred prior to the Date of Entry of the Consent Decree and that may continue no longer than four years after the Date of Lodging of this Consent Decree, the date Hunt completes its obligations under Paragraph 122. Notwithstanding the foregoing, the release(s) for each violation shall be rendered void if Hunt materially fails to comply with the obligations in Paragraph 122; provided however, that the release in this Paragraph shall not be rendered void if Hunt remedies such material failure and pays any stipulated penalties due as a result of such material failure.

C. **Flaring Devices.** Entry of this Consent Decree shall resolve all civil liability of Hunt

to the United States and the Co-Plaintiffs for violations of EPCRA or Section 103(a) of CERCLA, 42 U.S.C. § 9603(a), from July 1, 2001, through July 1, 2006, involving incidents identified and reported to EPA as required by Paragraph 101 of this Consent Decree.

214. **Audit Policy**. Nothing in this Consent Decree is intended to limit or disqualify Hunt on the grounds that information was not discovered and supplied voluntarily, from seeking to apply EPA's Audit Policy or any state or local audit policy to any violations or non-compliance that Hunt discovers during the course of any investigation, audit, or enhanced monitoring that Hunt is required to undertake pursuant to this Consent Decree.

215. **Claim/Issue Preclusion.** In any subsequent administrative or judicial proceeding initiated by the United States or the Co-Plaintiffs for injunctive relief, penalties, or other appropriate relief relating to Hunt for violations of the PSD/NSR, NSPS, NESHAP, LDAR, EPCRA, and/or CERCLA requirements, not identified in Section XX (Effect of Settlement) of the Consent Decree and/or the Complaint:

a. Hunt shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, or claim-splitting as a result of this Consent Decree. Nor may Hunt assert or maintain any other defenses based upon any contention that the claims raised by the United States or the Co-Plaintiffs in the subsequent proceeding were or should have been brought in the instant case. Nothing in the preceding sentences is intended to affect the ability of Hunt to assert that the claims are deemed resolved by virtue of Section XX of the Consent Decree.

b. Except in enforcing Paragraph 215.a. the United States and the Co-Plaintiffs may not assert or maintain that this Consent Decree constitutes a waiver or determination of, or otherwise obviates, any claim or defense whatsoever of Hunt that this Consent Decree constitutes acceptance by Hunt of any interpretation or guidance issued by EPA related to the matters addressed in this Consent Decree.

216. **Imminent and Substantial Endangerment.** Nothing in this Consent Decree shall be construed to limit the authority of the United States and the Co-Plaintiffs to undertake any action against any person, including Hunt to abate or correct conditions which may present an imminent and substantial endangerment to the public health, welfare, or the environment, or limit the authority of an applicable Co-Plaintiff to take action under similar circumstances under state statute or common law that may be necessary to protect the public health, safety, welfare and the environment.

XXI. TERMINATION

217. This Consent Decree shall be subject to termination upon motion by the United States or Hunt under the conditions identified in Paragraph 221 below. Prior to seeking termination, Hunt must have completed and satisfied all of the following requirements of this Consent Decree:

a. Installation of control technology systems as specified in this Consent Decree;

b. Compliance with all provisions contained in this Consent Decree, which compliance may be established for specific Sections of the Consent Decree in accordance with Paragraph 218 below;

c. Payment of all penalties and other monetary obligations due under the terms of the Consent Decree; no penalties or other monetary obligations due hereunder can be outstanding or owed to the United States or the Co-Plaintiffs;

d. Completion of the Supplemental Environmental Projects as set forth in Section XV; and

e. Application for and receipt of permits incorporating the emission limits and standards required by Section XI [Permitting].

218. **Certification of Completion**. Prior to moving for termination, Hunt may certify completion for one or more Refineries subject to this Consent Decree of one or more of the following Sections of the Consent Decree, provided that all of the related requirements for that Refinery have been satisfied:

a. Sections V and VI – Heaters and Boilers;

b. Sections VII and VIII – BWON and LDAR;

c. Section IX – SRPs and Flares; and

d. Section XV- Supplemental Environmental Projects.

219. If Hunt elects to certify completion of any of the Sections of the Consent Decree identified in Paragraph 218 for a Refinery subject to this Consent Decree, then Hunt may submit a written report to EPA and the applicable Co-Plaintiff describing the activities undertaken and certifying that the applicable Sections have been completed in full satisfaction of the requirements of this Consent Decree, and that Hunt is in substantial and material compliance with all of the other requirements of the Consent Decree. The report shall contain the following statement, signed by a responsible corporate official of Hunt:

> "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."

220. EPA, after reasonable opportunity for review and comment by the applicable Co-Plaintiff, shall notify Hunt within 120 days of receipt of Hunt's certification whether the requirements set forth in the applicable Section(s) have been completed in accordance with this Consent Decree. The parties recognize that ongoing obligations under such Section(s) remain and necessarily continue (*e.g.,* reporting, record keeping, training, auditing requirements), and that Hunt's certification, as applicable, is that it is in current compliance with all such obligations.

a. If EPA concludes that the requirements of such Section(s) have not been fully complied with in accordance with this Consent Decree, EPA shall notify Hunt as to the activities that must be undertaken to complete the applicable Sections of the Consent Decree. Hunt shall perform all activities described in the

notice, subject to its right to invoke the dispute resolution procedures set forth in Section XIX (Dispute Resolution).

b. If EPA concludes that the requirements of the applicable paragraphs have been completed in accordance with this Consent Decree, EPA will so certify in writing to Hunt. This certification shall constitute the certification of completion of the applicable Sections for purposes of this Consent Decree.

Nothing in this Paragraph 220 shall preclude the United States or the applicable Co-Plaintiff from seeking stipulated penalties for a violation of any of the requirements of the Consent Decree regardless of whether a Certification of Completion has been issued under this paragraph. In addition, nothing in this Paragraph 220 shall relieve Hunt of any continuing obligations under the Consent Decree regardless of whether a Certification of Completion has been issued with respect to this paragraph of the Consent Decree.

221. At such time as Hunt believes that it has satisfied the requirements for termination set forth in Paragraph 217, it shall certify such compliance and completion to the United States and the applicable Co-Plaintiff in writing. Unless either the United States or any applicable Co-Plaintiff objects in writing with specific reasons within 120 days of receipt of Hunt's certification under this paragraph, Hunt shall then move and the Court may order that this Consent Decree be terminated. If either the United States or any applicable Co-Plaintiff objects to the certification by Hunt then the matter shall be submitted to the Court for resolution under Section XIX (Dispute Resolution) of this Consent Decree.

XXII. GENERAL PROVISIONS

222. Effect of Refinery or Source Shutdown. Notwithstanding any provision of this Consent Decree, the permanent shutdown of any source or refinery subject to any requirement of this Consent Decree shall satisfy any provision in this Consent Decree applicable to such source or refinery, and Hunt shall not be obligated hereunder to continue operation of such source or refinery in order to institute or satisfy any requirement otherwise applicable to such source or refinery pursuant to the terms of the Consent Decree. The foregoing does not relieve Hunt's ongoing obligation to implement Section XV [SEPs].

223. Other Laws. Except as specifically provided by this Consent Decree, nothing in this Consent Decree shall relieve Hunt of its obligation to comply with all applicable federal, state and local laws and regulations, including, but not limited to, more stringent standards. In addition, nothing in this Consent Decree shall be construed to prohibit or prevent the United States or applicable Co-Plaintiff from developing, implementing, and enforcing more stringent standards subsequent to the Date of Lodging of this Consent Decree through rulemaking, the permit process, or as otherwise authorized or required under federal, state, regional, or local laws and regulations. In addition, except as otherwise expressly provided in this Consent Decree, nothing in this Consent Decree is intended to eliminate, limit or otherwise restrict any compliance options, exceptions, exclusions, waivers, variances, or other right otherwise provided or available to Hunt under any applicable statute, regulation, ordinance, regulatory or statutory determination, or permitting process. Subject to Section XX [Effect of Settlement] and except as provided under Section XVI [Stipulated Penalties], nothing contained in this Consent Decree shall be construed to prevent, alter or limit the United States' and the Co-Plaintiffs' rights to seek or obtain other remedies or sanctions against Hunt available under other federal, state or local

statutes or regulations, in the event that Hunt violates this Consent Decree or the statutes and regulations applicable to violations of this Consent Decree. This shall include the United States' and Co-Plaintiffs' right to invoke the authority of the Court to order Hunt's compliance with this Consent Decree in a subsequent contempt action.

224. Changes to Law. In the event that during the life of this Consent Decree there are changes in the statutes or regulations that provide the underlying basis for the Consent Decree such that Hunt would not otherwise be required to perform any of the obligations herein or would have the option to undertake or demonstrate compliance in an alternative or different manner, Hunt may petition the Court for relief from any such requirements, in accordance with Rule 60 of the Federal Rules of Civil Procedures ("F.R.Civ.P."). However, if Hunt applies to the Court for relief under this Paragraph, the United States and the applicable Co-Plaintiff reserve the right to seek to void all or a Section of the Resolution of Liability reflected in Section XX [Effect of Settlement]. Nothing in this Paragraph is intended to enlarge the parties' rights under Rule 60, nor is this Paragraph intended to confer on any party any independent basis, outside of Rule 60, for seeking such relief. This Paragraph 224 does not apply to Hunt's obligation to complete the supplemental environmental projects referred to in Section XV of this Consent Decree.

225. Liability for Stipulated Penalties. Liability for stipulated penalties, if applicable, shall accrue for violation of such obligations, and payment of such stipulated penalties may be demanded by the United States or Co-Plaintiffs, as provided in this Consent Decree, provided that stipulated penalties that may have accrued between the Date of Lodging of this Consent Decree and the Date of Entry of the Consent Decree may not be collected by the United States or any applicable Co-Plaintiff unless and until the Consent Decree is entered by the Court.

226. Contractors. Except where expressly prohibited, Hunt may rely upon a contractor to fulfill its obligations under this Consent Decree. Where Hunt uses one or more contractors to comply with material obligations under this Consent Decree, Hunt shall ensure that the contractor is aware of and in compliance with the requirements of this Consent Decree.

227. Third Parties. Except as otherwise provided herein, this Consent Decree does not limit, enlarge or affect the rights of any party to this Consent Decree as against any third parties.

228. Costs. The United States, Co-Plaintiffs, and Hunt shall each bear their own costs and attorneys' fees.

229. Public Documents. All information and documents submitted by Hunt to the United States and Co-Plaintiffs pursuant to this Consent Decree shall be subject to public inspection, unless (a) subject to legal privileges or protection or (b) identified and supported as business confidential by Hunt in accordance with 40 C.F.R. Part 2, or any equivalent state statutes and regulations.

230. Public Comments. The parties agree and acknowledge that final approval by the United States and Co-Plaintiffs and entry of this Consent Decree is subject to the requirements of 28 C.F.R. § 50.7, which provides for notice of the Date of Lodging of this Consent Decree in the Federal Register, an opportunity for public comment, and consideration of any comments. The parties acknowledge and agree that final approval by the State of Alabama, through ADEM, and Mississippi through MDEQ, and entry of this Consent Decree is subject to the requirements of Alabama and Mississippi laws, respectively.

231. Notice. Unless otherwise provided herein, notifications hereunder to or communications with the United States, the Co-Plaintiffs, or Hunt shall be deemed submitted on the date they are postmarked and sent either by overnight receipt mail service or by certified or registered mail, return receipt requested. When Hunt is required to submit notices or communicate in writing under this Consent Decree to EPA relating to one of Hunt's Refineries, Hunt shall also submit a copy of that notice or other writing to the applicable Co-Plaintiff for the refinery located in that state. Except as otherwise provided herein, when written notification or communication is required by this Consent Decree, it shall be addressed as follows:

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611, Ben Franklin Station
Washington, DC 20044-7611

As to the U.S. Environmental Protection Agency:

Director
Air Enforcement Division (2242A)
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

With a hard copy to:
Director
Air Enforcement Division
Office of Enforcement and Compliance Assurance
c/o Matrix New World Engineering Inc.
120 Eagle Rock Avenue
Suite 207
East Hanover, NJ 07936-3159

With an electronic copy, in pdf format, to:
csullivan@matrixnewworld.com
Campbell.jean@epa.gov
Foley.patrick@epa.gov

With copies to the EPA Regional office where the relevant refinery is located:

EPA Region 4:

Director
Air, Pesticides and Toxics Management Division
U.S. Environmental Protection Agency, Region 4
61 Forsyth Street
Atlanta, Georgia 30303

As to Co-Plaintiff, State of Alabama

Director
Alabama Department of Environmental Management
P.O. Box 301463
Montgomery, AL 36130-1463

As to Co-Plaintiff, State of Mississippi:

Director
Mississippi Department of Environmental Quality
Post Office Box 20305
Jackson, Mississippi 39289-1305

As to Hunt:

General Counsel
Hunt Refining Company
100 Towncenter Boulevard
Suite 300
Tuscaloosa, Alabama 35406-1829

Environmental Manager
Hunt Refining Company
1855 Fairlawn Road
Tuscaloosa, Alabama 35401

Sid J. Trant, Esq.
Bradley Arant Rose & White LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203-2104

232. All EPA and applicable Co-Plaintiff approvals or comments required under this Decree shall be in writing.

233. Any party may change either the notice recipient or the address for providing notices to it by serving all other parties with a written notice setting forth such new notice recipient or address.

234. The information required to be maintained or submitted pursuant to this Consent Decree is not subject to the Paperwork Reduction Act of 1980, 44 U.S.C. §§ 3501 et seq.

235. This Consent Decree shall be binding upon all parties to this action, and their successors and assigns. The undersigned representative of each party to this Consent Decree certifies that he or she is duly authorized by the party whom he or she represents to enter into the terms and bind that party to them.

236. Modification. This Consent Decree may be modified only by the written approval of the United States, the Co-Plaintiffs and Hunt or by Order of the Court. Additionally, it is anticipated that EPA, the Co-Plaintiffs and Hunt may reduce the frequency or nature of reporting over time. Non-material modifications to this Consent Decree will be effective when signed in writing by EPA, Hunt, and applicable state agencies or other parties, if applicable. 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 emission limitations following the installation of control equipment, provided such changes are agreed upon in writing between EPA, Hunt and applicable state agencies or other parties, if applicable. Material modifications to this Consent decree will be in writing, signed by the parties, and will be effective upon approval by the Court. Specific provisions in this Consent Decree that govern specific types of modifications are superceded by this provision.

237. Continuing Jurisdiction. The Court retains jurisdiction of this case after entry of this Consent Decree to enforce compliance with the terms and conditions of this Consent Decree and to take any action necessary or appropriate for its interpretation, construction, execution, or modification. During the term of this Consent Decree, any party may apply to the Court for any relief necessary to construe or effectuate this Consent Decree.

238. This Consent Decree constitutes the entire agreement and settlement between the parties. Prior drafts of the Consent Decree shall not be used in any action involving the interpretation or enforcement of the Consent Decree.

So entered in accordance with the foregoing this_____day of _____, 20__.

_____
United States District Court Judge
for the Northern District of Alabama

FOR PLAINTIFF, UNITED STATES OF AMERICA:

Date: 19 Sept. 2007

RONALD J. TENPAS
Acting Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
950 Pennsylvania Avenue, N.W.
Room 2718
Washington, DC 20530-00001

Date: September 27, 2007

RICHARD GLADSTEIN
Senior Counsel
Environment and Natural Resources Division
U.S. Department of Justice
1425 New York Avenue, N.W.
Washington, DC 20005

FOR U.S. ENVIRONMENTAL PROTECTION AGENCY:

Date: September 17, 2007

Granta Y. Nakayama
Assistant Administrator
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460

Date: September 27, 2007

Marlene J. Tucker
Associate Regional Counsel
Office of Environmental Accountability
U.S. Environmental Protection Agency, Region 4
61 Forsyth Street
Atlanta, Georgia 30303

FOR CO-PLAINTIFF, ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT:

By: _____ Date: 9/26/07

Onis "Trey" Glenn, III
Director
Alabama Department of Environmental Management
P.O. Box 301463
Montgomery, AL 36130-1463

By: _____ Date: 9-26-07

S. Shawn Sibley
Associate General Counsel and Assistant Attorney General
Alabama Department of Environmental Management
P.O. Box 301463
Montgomery, AL 36130-1463

FOR CO-PLAINTIFF, THE STATE OF MISSISSIPPI, THROUGH THE DEPARTMENT OF ENVIRONMENTAL QUALITY:

By: _____ Date: 9-5-07

Trudy D. Fisher
Executive Director
Mississippi Department of Environmental Quality
P.O. Box 20305
Jackson, MS 39289-1325

By: _____ Date: 9-5-07

A. Bryan Smith, III
Senior Counsel
Mississippi Department of Environmental Quality
P.O. Box 20305
Jackson, MS 39289-1325

FOR DEFENDANT – HUNT REFINING COMPANY

By: _____ Date: 11 September 2007

Hunt Refining Company
100 Towncenter Boulevard
Suite 300
Tuscaloosa, Alabama 35406-1829

FOR DEFENDANT – HUNT SOUTHLAND REFINING COMPANY

By: _____, Date: 11 September 2007

Hunt Southland Refining Company
100 Towncenter Boulevard
Suite 300
Tuscaloosa, Alabama 35406-1829

APPENDIX A

Acid Gas Flares
Tuscaloosa Refinery

FLARES	MODEL	SIZE
Hydrobon Area Flare	John Zink	21,713 acfm

APPENDIX B

Hydrocarbon Flares
Tuscaloosa Refinery

FLARE	MODEL	SIZE	DATE
Hydrobon Area Flare	John Zink	21,713 acfm	12/31/2011
Coker Area Flare	Shirco, Inc.	51,031 acfm inlet	LODGING
Crude Unit Area Flare	John Zink	26,500 sdcfm inlet	12/31/2011
Gasoline Loading Rack	John Zink	27,833 sdcfm inlet	LODGING

APPENDIX C
Tuscaloosa

Hunt Refining Company, Tuscaloosa, Alabama
Heaters and Boilers greater than 40 MMBTU/hr

ID	Area	Unit	Heat Input Capacity, mmBTU/hr	Fuel Capabilities	Year Built	Type of Burners Installed and any other NOx Controls	Number of Burners	NOx Emission Factor, lb/mmBTU	Basis for Emision Factor	NOx Permit Limit	2002-2003 Average Firing Rate, mmBTU/hr	2002-2003 Average NOx Emissions, tpy
B-04	Crude	#4 Boiler	74.00	Refinery Fuel Gas/ Natural Gas/Fuel Oil (Diesel)	1968	Conventional	1	0.0980	AP-42	none	19.17	8.07
H-501X	Crude	Crude Unit Charge Heater	155.50	Refinery Fuel Gas/ Natural Gas/Fuel Oil (Diesel)/Vacuum Eductor Offgas	1974	Conventional	24 + 8 for the Vacuum Eductor Gas	0.2745 (fuel gas) 0.1714 (fuel oil)	AP-42	none	114.80	137.08
H501	Crude	Vacuum Tower Charge Heater	92.01	Refinery Fuel Gas/ Natural Gas/Fuel Oil (Diesel)	1968	Conventional	4	0.0980	AP-42	none	3.94	1.69
HS-101	Hydrobon	#2 Platformer Charge Heater	53.20	Refinery Fuel Gas/ Natural Gas/Fuel Oil (Diesel)	1975	Conventional	4	0.0980	AP-42	none	27.95*	11.52*
HS-301	Hydrobon	Gas Oil Hydrobon Vacuum Splitter Charge Heater	45.40	Refinery Fuel Gas/ Natural Gas/ Vacuum Splitter Overhead Offgas	1975	Conventional	10	0.0980	AP-42	none	25.96	10.48

APPENDIX C
Tuscaloosa- Continued

BA-601	Coker	Coker Combination Tower Charge Heater	109.65	Refinery Fuel Gas/Natural Gas/Fuel Oil (Diesel)	1981	LNB	20	0.0865	Stack Test 10/25/00	21.0 lbs/hr combined limit for BA-601, BA-602 and BA-675	84.74	26.83
BA-602	Coker	Coke Drum Charge Heater	74.72	Refinery Fuel Gas/ Natural Gas/Fuel Oil (Diesel)	1981	LNB	20	0.1188	Stack Test 10/25/00		45.56	19.82
B-06	Coker	#6 Boiler	99.90	Refinery Fuel Gas/Natural Gas	2003	LNB	1	0.11	Stack Test 01/13/04	11.4 lbs/hr	44.41**	2.85**
HS-2041A	Coker	Hydrogen Plant Reformer	42.06	Refinery Fuel Gas/ Natural Gas/PSA Offgas	1981	ULNB	3	0.035	Manufacturer's Guarantee	4.42 lbs/hr combined limit for HS-2041A, B, & C	18.60	1.38
HS-2041B	Coker	Hydrogen Plant Reformer	42.06	Refinery Fuel Gas/ Natural Gas/PSA Offgas	1981	ULNB	3	0.035	Manufacturer's Guarantee		19.20	1.42
HS-2041C	Coker	Hydrogen Plant Reformer	42.06	Refinery Fuel Gas/ Natural Gas/PSA Offgas	2006	ULNB	3	0.035	Manufacturer's Guarantee		N/A	N/A

* HS-101 firing and emissions includes HS-102 and HS-103.
** The firing rate and emissions for B-06 are based on an average from 11/12/03 (unit startup) through 12/31/03.
Heat Input Capacities are from the Title V application.
No lbs NOx/MMBtu permit limitations currently.
No NOx CEMS currently installed.

APPENDIX C
Sandersville

Hunt Southland Refining Company, Sandersville, Mississippi
Heaters and Boilers greater than 40 MMBTU/hr

ID	Description	Heat Input Capacity, mmBTU/hr	Fuel Capabilities	Year Built	Type of Burners Installed and any other NOx Controls	Number of Burners	NOx Emission Factor, lb/mmBTU	Basis for Emision Factor	2002-2003 Average Firing Rate, mmBTU/hr	2002-2003 Average NOx Emissions, tpy
E-6	Primary Boiler	43	Natural Gas/Fuel Oil (#4)	1990	Assumed Conventional	1	0.0980	AP-42	24.54	10.54
2H-1A	#1 Crude Process Heater	83	Natural Gas/Stabilizer Offgas	1980	Assumed Conventional	13	0.0980	AP-42	24.20	10.39

Heat Input Capacities are from the Title V application.
No current NOx permit limitations.
No NOx CEMS currently installed.

APPENDIX C
Lumberton

Hunt Southland Refining Company, Lumberton, Mississippi
Heaters and Boilers greater than 40 MMBTU/hr

ID	Description	Heat Input Capacity, mmBTU/hr	Fuel Capabilities	Year Built	Type of Burners Installed and any other NOx Controls	Number of Burners	NOx Emission Factor, lb/mmBTU	Basis for Emision Factor	2002-2003 Average Firing Rate, mmBTU/hr	2002-2003 Average NOx Emissions, tpy	Complliance Date

NONE

APPENDIX D

PREDICTIVE EMMISSIONS MONITORING SYSTEMS FOR HEATERS AND BOILERS WITH CAPACITIES BETWEEN 100 AND 150 MMBTU/HR

A Predictive Emissions Monitoring Systems ("PEMS") is a mathematical model that predicts the gas concentration of NOx in the stack based on a set of operating data. Consistent with the CEMS data frequency requirements of 40 C.F.R. Part 60, the PEMS shall calculate a pound per million BTU value at least once every 15 minutes, and all of the data produced in a calendar hour shall be averaged to produce a calendar hourly average value in pounds per BTU.

The types of information needed for a PEMS are described below. The list of instruments and data sources shown below represent an ideal case. However, at a minimum, each PEMS shall include continuous monitoring for at least items 3-5 below. Hunt will identify and use existing instruments and refinery data sources to provide sufficient data for the development and implementation of the PEMS.

Instrumentation:

1. Absolute Humidity reading (one instrument per refinery, if available)
2. Fuel Density, Composition and/or specific gravity – On line readings (it may be possible if the fuel gas does not vary widely, that a grab sample and analysis may be substituted
3. Fuel Flow rate
4. Firebox temperature
5. Percent excess oxygen
6. Airflow to the firebox (if known or possibly estimated)
7. Process variable data – steam flow rate, temperature and pressure – process stream flow rate, temperature and pressure, etc

Computers & Software:

Relevant data will be collected and stored electronically, using computers and software. The hardware and software specifications will be specified in the source-specific PEMS.

Calibration and Setup:

1. Data will be collected for a period of 7 to 10 days of all the data that is to be used to construct the mathematical model. The data will be collected over an operating range that represents 80% to 100% of the normal operating range of the heater/boiler;

2. A "Validation" analysis shall be conducted to make sure the system is collecting data properly;

3. Stack Testing to develop the actual emissions data for comparison to the collected parameter data; and

4. Development of the mathematical models and installation of the model into the computer.

<u>The elements of a monitoring protocol for a PEMS will include:</u>

1. Applicability

   a. Identify source name, location, and emission unit number(s);

   b. Provide expected dates of monitor compliance demonstration testing.

2. Source Description

   a. Provide a simplified block flow diagram with parameter monitoring points and emission sampling points identified (e.g., sampling ports in the stack);

   b. Provide a discussion of process or equipment operations that are known to significantly affect emissions or monitoring procedures (e.g., batch operations, plant schedules, product changes).

3. Control Equipment Description

   a. Provide a simplified block flow diagram with parameter monitoring points and emission sampling points identified (e.g., sampling ports in the stack);

   b. List monitored operating parameters and normal operating ranges;

   c. Provide a discussion of operating procedures that are known to significantly affect emissions (e.g., catalytic bed replacement schedules).

4. Monitoring System Design

   a. Install, calibrate, operate, and maintain a continuous PEMS;

   b. Provide a general description of the software and hardware components of the PEMS, including manufacturer, type of computer, name(s) of software product(s), monitoring technique (e.g., method of emission correlation). Manufacturer literature and other similar information shall also be submitted, as appropriate;

   c. List all elements used in the PEMS to be measured (e.g., pollutant(s), other exhaust constituent(s) such as O_2 for correction purposes, process

parameter(s), and/or emission control device parameter(s));

d. List all measurement or sampling locations (e.g., vent or stack location, process parameter measurement location, fuel sampling location, work stations);

e. Provide a simplified block flow diagram of the monitoring system overlaying process or control device diagram (could be included in Source Description and Control Equipment Description);

f. Provide a description of sensors and analytical devices (e.g., thermocouple for temperature, pressure diaphragm for flow rate);

g. Provide a description of the data acquisition and handling system operation including sample calculations (e.g., parameters to be recorded, frequency of measurement, data averaging time, reporting units, recording process);

h. Provide checklists, data sheets, and report format as necessary for compliance determination (e.g., forms for record keeping).

5. Support Testing and Data for Protocol Design

a. Provide a description of field and/or laboratory testing conducted in developing the correlation (e.g., measurement interference check, parameter/emission correlation test plan, instrument range calibrations);

b. Provide graphs showing the correlation, and supporting data (e.g., correlation test results, predicted versus measured plots, sensitivity plots, computer modeling development data).

6. Initial Verification Test Procedures

a. Perform an initial relative accuracy test (RA test) to verify the performance of the PEMS for the equipment's operating range. The PEMS must meet the relative accuracy requirement of the applicable Performance Specification in 40 C.F.R. Part 60, Appendix B. The test shall utilize the test methods of 40 C.F.R. Part 60, Appendix A;

b. Identify the most significant independently modifiable parameter affecting the emissions. Within the limits of safe unit operation, and typical of the anticipated range of operation, test the selected parameter for three RA test data sets at the low range, three at the normal operating range and three at the high operating range of that parameter, for a total of nine RA test data sets. Each RA test data set should be between 21 and 60 minutes in duration;

c. Maintain a log or sampling report for each required stack test listing the emission rate;

d. Demonstrate the ability of the PEMS to detect excessive sensor failure modes that would adversely affect PEMS emission determination. These failure modes include gross sensor failure or sensor drift;

e. Demonstrate the ability to detect sensor failures that would cause the PEMS emissions determination to drift significantly from the original PEMS value;

f. The PEMS may use calculated sensor values based upon the mathematical relationships established with the other sensors used in the PEMS. Establish and demonstrate the number and combination of calculated sensor values which would cause PEMS emission determination to drift significantly from the original PEMS value.

7. Quality Assurance Plan

a. Provide a list of the input parameters to the PEMS (e.g., transducers, sensors, gas chromatograph, periodic laboratory analysis), and a description of the sensor validation procedure (e.g., manual or automatic check);

b. Provide a description of routine control checks to be performed during operating periods (e.g., preventive maintenance schedule, daily manual or automatic sensor drift determinations, periodic instrument calibrations);

c. Provide minimum data availability requirements and procedures for supplying missing data (including specifications for equipment outages for QA/QC checks);

d. List corrective action triggers (e.g., response time deterioration limit on pressure sensor, use of statistical process control (SPC) determinations of problems, sensor validation alarms);

e. List trouble-shooting procedures and potential corrective actions;

f. Provide an inventory of replacement and repair supplies for the sensors;

g. Specify, for each input parameter to the PEMS, the drift criteria for excessive error (e.g., the drift limit of each input sensor that would cause the PEMS to exceed relative accuracy requirements);

h. Conduct a quarterly electronic data accuracy assessment test of the PEMS;

i. Conduct semiannual RA tests of the PEMS. Annual RA tests may be conducted if the most recent RA test result is less than or equal to 7.5%. Identify the most significant independently modifiable parameter affecting the emissions. Within the limits of safe unit operation and typical of the anticipated range of operation, test the selected parameter for three RA test data pairs at the low range, three at the normal operating range, and three at the high operating range of that parameter for a total of nine RA test data sets. Each RA test data set should be between 21 and 60 minutes in duration.

8. PEMS Tuning

a. Perform tuning of the PEMS provided that the fundamental mathematical relationships in the PEMS model are not changed.

b. Perform tuning of the PEMS in case of sensor recalibration or sensor replacement provided that the fundamental mathematical relationships in the PEMS model are not changed.

APPENDIX E

Hunt Refining Company, Tuscaloosa, Alabama FGCDs with NSPS Compliance Date				
ID	**Description**	**Heat Input Capacity, mmBTU/hr**	**Fuel Capabilities**	**NSPS Compliance Date**
H-501X	Crude Unit Charge Heater	155.50	Refinery Fuel Gas/ Natural Gas/Fuel Oil (Diesel)/Vacuum Eductor Offgas	**12/31/2011**

Hunt Southland Refining Company, Sandersville, Mississippi FGCDs with NSPS Compliance Date				
ID	**Description**	**Heat Input Capacity, mmBTU/hr**	**Fuel Capabilities**	**NSPS Compliance Date**
2H-1A	#1 Crude Process Heater	83	Natural Gas/Stabilizer Offgas	**12/31/2011**

APPENDIX F

SUPPLEMENTAL ENVIRONMENTAL PROJECTS (SEPs)

Individual Drain Systems SEP. By no later than three years after the Date of Lodging of the Consent Decree, Hunt shall spend $380,000 to upgrade controls on individual drain systems to meet the requirements of the New Source Performance Standards, Subpart QQQ at the Hunt Tuscaloosa refinery. (40 C.F.R. Part 60.690, *et seq*).. The individual drains systems to be installed do not include any drains for which controls under NSPS, Subpart QQQ already have been installed or drains that already are required to be equipped with controls under NSPS, Subpart QQQ as part of any work to be done pursuant to the Consent Decree. If any of the $380,000 remains unspent after installation of the above-referenced controls, then Hunt shall expend any remaining funds to install controls on catch basins at the Tuscaloosa refinery. Hunt shall implement the project and submit a cost report, certified as accurate under penalty of perjury by the responsible corporate official, upon its completion. Hunt shall complete the project within three years of the Date of Lodging of the Consent Decree, unless the EPA or the applicable Co-Plaintiff approves in writing an extension to this deadline.

Community SEPs. Hunt shall perform a SEP designed to benefit the communities near where the Tuscaloosa and Sandersville Refineries are located. Hunt shall spend not less than $95,000on this community SEP. Hunt shall implement the project and submit a cost report, certified as accurate under penalty of perjury by the responsible corporate official, upon its completion. Hunt shall complete the project within 18 months from the Date of Lodging of the Consent Decree, unless the EPA or the applicable Co-Plaintiff approves in writing an extension to this deadline. Below is an estimate of how the money will be spent:

ITEM	USAGE	ESTIMATED COST
1500 gallons of foam for fire suppression	Vicksburg, MS and Choctaw County, Alabama Mutual Aid	$40,000
Portable fire monitors/nozzles	Tuscaloosa, AL, Mobile, AL, Choctaw County, AL and Jones County, MS Mutual Aid	$15,000
Industrial offsite training for fire/rescue/hazmat for community responders	Tuscaloosa Fire Department, Mobile Fire Department, Vicksburg Fire Department, Melvin, AL Fire Department, Sharon, MS Fire Department and Sandersville, MS Fire Department	$20,000
Oil Spill Boom	Oil Spill response for EMAs in Vicksburg, MS, Choctaw County, AL, Green County, AL, etc.	$10,000
"Shelter in Place" training video to be developed and produced by the Tuscaloosa County LEPC and distributed to numerous entities.	Tuscaloosa County LEPC	$10,000