

**UNITED STATES OF AMERICA
OCCUPATIONAL SAFETY AND HEALTH REVIEW COMMISSION**

HILDA L. SOLIS, SECRETARY OF LABOR,
UNITED STATES DEPARTMENT OF LABOR,

Complainant,

v.

BP PRODUCTS NORTH AMERICA, INC.,

Respondent.

OSHRC Docket Nos.
09-1788

PARTIAL STIPULATION AND AGREEMENT

I. Scope

The United States Department of Labor (“DOL”), Secretary of Labor (the “Secretary”) and the Occupational Safety and Health Administration (“OSHA” or the “Agency”) and BP Products North America Inc. (“BP Products”) (collectively the “Parties”) agree as fully described herein to settle four hundred nine (409) of the four hundred thirty-nine (439) contested citations, proposed penalties, and abatement actions set forth in the Willful Citation 1, Items 1-439 that were issued to BP Products on October 29, 2009. The citations arise from Inspection No. 311962674 and are docketed before the Occupational Safety and Health Review Commission (“OSHRC”) as Docket No. 09-1788. This Stipulation and Agreement and the referenced citations apply to the BP Products refinery located at 2401 5th Avenue South Texas City, TX 77590.

II. Amendments to Citations: Classification, Penalty and Abatement

As set forth in detail below in this Section II., the Parties agree to classify the four hundred nine (409) Citations that are resolved by this Agreement (collectively, the Resolved Citations) as follows: fifty-seven (57) Willful Citations, thirty-four (34) Repeat Citations, thirty-one (31) Serious Citations, ninety-two (92) Unclassified Citations, one hundred ten (110) Withdrawn Citations and eighty-five (85) citations that are grouped with other Repeat or Unclassified Citations as set forth in the Appendices to this Agreement. The Parties further agree that the abatement recommendations in the four hundred nine (409) Resolved Citations are amended to read as follows: "BP Products is required to abate each item of equipment specifically identified in the citation." The parties agree that BP has certified that it has completed the abatement for each citation except as otherwise specified in Section II.F. below.

A. Willful Citations

The Parties agree that each of the fifty-seven (57) citations listed in Appendix A will retain the original "willful" classification (the "Willful Citations") and BP Products will pay a penalty of \$70,000 for each Willful Citation.

B. Repeat Citations

The Parties agree that each of the thirty-four (34) citations listed in Appendix B are re-characterized as Repeat (the "Repeat Citations") and BP Products will pay a penalty of \$70,000 for each Repeat Citation.

C. Serious Citations

The Parties agree that each of the thirty-one (31) citations listed in Appendix C are re-characterized as Serious (the "Serious Citations") and BP Products will pay a penalty of \$7,000 for each Serious Citation.

D. Unclassified Citations

(i) The Parties agree that each of the ninety-two (92) citations listed in Appendices D and E are amended to delete the alleged violation of 29 C.F.R. 1910.119(j)(5), leaving in place the violations of 29 C.F.R. 1910.119(d)(3)(ii), and are re-characterized as Unclassified (the "Unclassified Citations"). BP Products will pay a penalty of \$70,000 for each Unclassified Citation.

(ii) In addition, the Parties agree as follows:

(a) The equipment that is the subject of the fifty-eight (58) citations listed in Appendix D meets recognized and generally accepted good engineering practices and abatement for each of those citations is complete.

(b) The thirty-four (34) Unclassified Citations listed in Appendix E are amended to require abatement in accordance with the terms set out in Section II.F. below.

E. Withdrawn Citations

The Parties agree that each of the one hundred ten (110) citations listed in Appendix F are withdrawn.

F. Abatement and Mitigation Measures and Timelines

(i) The abatement set forth in this Section II.F.(i)-(iv) fully satisfies the demand for abatement (as amended by Section II) contained in the Unclassified Citations listed in Section II.D.(ii) b. above and any amendments thereto.

(ii) Engineering Assessment. With respect to the Unclassified Citations listed in Section II.D.(ii) b. above, by December 31, 2012, BP Products shall complete an engineering assessment of each piece of equipment specifically identified in the referenced citations (including all citations grouped with these citations). Each assessment shall collect and verify

the accuracy of the information required to analyze the adequacy of pressure relief in the equipment in accordance with Recognized and Generally Accepted Good Engineering Practices (RAGAGEP) and shall identify any deviations from RAGAGEP. BP agrees to follow the RAGAGEP and Work Instructions developed by BP and reviewed with the OSHA Area Director July 2, 2012. If BP decides to deviate from any RAGAGEP and/or the Work Instructions developed under this Agreement, it will notify OSHA in writing. If the parties cannot resolve any disagreement arising under this paragraph, they will use the Dispute Resolution procedures set forth in Paragraph VIII herein.

(iii) Permanent Modification. BP Products agrees that it will correct all deficiencies in the equipment cited in the Unclassified Citations that are outside acceptable limits as defined by RAGAGEP in a safe and timely manner as required by 29 CFR 1910.119, or no later than the dates set forth in the schedule for permanent modifications referenced in Paragraph VII.B.3 of the 2010 Agreement. To the extent that the assessment required by II.F.(ii) above identifies deviations from RAGAGEP that require Interim Measures not already addressed by the schedule submitted pursuant to Paragraph VII.B.3 of the 2010 Agreement, BP Products will, by December 31, 2012, provide OSHA with a time line or schedule for correction of such deficiencies through the installation and commissioning of Permanent Modifications. The dates set forth in the schedule shall provide for correction in a safe and timely manner as required by the PSM Standard. The Secretary may issue a citation alleging that the failure to meet any such dates is a failure to comply with OSHA's PSM Standard. The Secretary agrees, however, that the failure to fulfill the obligations under this Section II.F shall not form the basis for an allegation that the violation is a failure to abate under Section 10(b) of the Act. Nothing herein is intended to alter the normal burdens of proof or normal procedures in any such proceedings.

(iv) Definitions:

(a) Interim Safeguard – a temporary device, system, or action that is designed to prevent a hazard event from occurring or to reduce the severity of the event if it occurs. Examples of interim safeguards include training and certification, revised operating procedures, administrative controls, plant communication, fire protection, physical barriers, and plant emergency response.

(b) Interim Control – a temporary device, system, or action that is designed to prevent a hazard scenario from occurring or proceeding to its unmitigated consequence. Examples of interim controls include process design changes, process control changes, changes in operating limits (e.g., reducing equipment demand), critical alarms, physical protection devices (e.g., relief valves, rupture discs, blast walls, dikes), and extraordinary testing and inspection.

(c) Interim Measures – Interim Controls and Interim Safeguards, collectively.

(d) Permanent Modification - a long-term solution that reduces the consequence or probability of an event. Examples of permanent modifications include process design changes, equipment modifications or replacement, process control modification, permanent changes in operating limits (reducing equipment demand), and physical protection devices (e.g., relief valves, rupture discs, blast walls, dikes).

(v) Interim Measures. To the extent necessary to assure safe operation as required by 29 CFR 1910.119, BP Products shall implement Interim Measures until a deviation is addressed with Permanent Modifications. The parties agree that the Interim Measures

described above in this Section F constitute “necessary means” under 29 CFR 1910.119(j) when they are adequate to assure safe operation.

(vi) Interim Controls and Interim Safeguards

To the extent a Permanent Modification required by this Agreement has not been implemented and Interim Measures are necessary to ensure safe operation, BP Products shall implement as many Interim Controls as necessary to ensure safe operation. To the extent Interim Controls are not feasible or fully adequate to ensure safe operation, BP Products will, in addition to feasible Interim Controls, implement as many Interim Safeguards as necessary to ensure safe operation.

III. Excluded Citations

A. The Parties agree that the thirty (30) citations listed in Appendix G (“Excluded Citations”) remain contested and are not resolved by this Agreement. The Parties further agree, as specified in Appendix G, that eight (8) Excluded Citations will be grouped with another existing Excluded Citation thereby reducing the total number of Excluded Citations to twenty-two (22).

B. The Parties agree that if the Excluded Citations are litigated and affirmed through a final litigated disposition, including any and all appeals, the Excluded Citations will be characterized as “Repeat,” as that term is defined and understood in the OSH Act, and BP Products will pay a penalty of \$45,455 for each of the twenty-two Excluded Citations that is affirmed.

IV. Certification and Documentation of Abatement

A. BP Products agrees to comply with all applicable abatement verification provisions of 29 C.F.R. 1903.19, including but not limited to, all certification, documentation,

and posting requirements. To meet the obligations imposed by this Section IV, BP Products must certify that it has completed any engineering assessment required by II.F.(ii). Abatement certification shall be accomplished within ten (10) calendar days after the abatement date by concurrently mailing a letter to the Occupational Safety and Health Administration, 17625 El Camino Real, Suite 400, Houston, TX 77058, and the Authorized Employee Representative stating that abatement has been completed, the date and method of abatement, and that affected employees and their representatives have been informed of the abatement.

B. Pursuant to 29 CFR 1903.19(g), BP Products shall notify its employees and their authorized representatives at the Refinery of abatement activities required by this Agreement. The United Steelworkers of America ("USW") elected party status in this matter. The Parties have conferred with the USW and neither it nor any other affected employees have filed any objection to the abatement or the reasonableness of any abatement time set forth herein.

V. Termination of Agreement

This Agreement shall be effective on the date it is fully executed. This Agreement terminates the earlier of December 31, 2012 or the completion of all of the abatement actions described in Section F, unless extended by a petition to modify abatement dates that has been approved by OSHA, the OSHRC or the federal courts. The passage of the termination date shall in no way signify, nor will BP assert, that any abatement actions required under this Agreement need not be fully and timely implemented by BP Products.

VI. Partial Withdrawal of Notice of Contest and Entry of Final Order

BP Products, by signing this Agreement, hereby waives its rights to contest the citation(s) and penalties, as amended in Section II of this Agreement, resolved by this Agreement and, with regard to those citations, the Parties agree to the entry of a final enforceable order of the OSHRC

consistent with the terms of this Agreement. BP Products continues to contest the Excluded Citations.

VII. Payment of Civil Penalty

BP Products agrees to pay \$13,027,000 as penalty for the citations that are resolved by this Agreement. Such penalty is to be remitted by wire transfer or check made payable to the "U.S. Department of Labor – OSHA" within thirty (30) business days of the signing of this Agreement or by the date(s) indicated below and delivered, in care of the Department of Labor, as follows:

Mark Briggs, Area Director
Houston South OSHA Area Office
17625 El Camino Real, Suite 400
Houston, TX 77060

If the penalty payment is not received in accordance with these time periods, the Agreement shall be null and void and all original penalties shall become payable along with appropriate fees and interest. The Secretary shall provide BP Products with notice and a reasonable opportunity to cure prior to invoking this provision.

VIII. Dispute Resolution

A. Notice and Thirty-Day Negotiation Period

If a dispute arises between OSHA and BP Products regarding compliance with this Agreement, the party claiming such a dispute (the "Claimant") shall promptly notify the other party (the "Responding Party") in writing of such dispute ("Notice of Dispute"). The Notice of Dispute will articulate the reasons for the Claimant's contention that a dispute has arisen with sufficient specificity for the Responding Party to evaluate and respond to the Notice of Dispute. The Responding Party will have fifteen (15) business days to produce a written response to the Notice of Dispute. If the Claimant is not satisfied with the Responding Party's response, it will

notify the Responding Party in writing within fifteen (15) business days, and the parties will thereafter engage, in good faith negotiations, including, at a minimum, one face-to-face meeting at the OSHA Houston South Area Office between the Texas City Refinery Business Unit Leader and the OSHA Houston South Office Area Director. The time period for this good-faith attempt to resolve the matter will last no longer than thirty (30) business days following filing of the Notice of Dispute (the "Negotiation Period"). The parties may extend the Negotiation Period by mutual written consent. The written notice, response, and notification of dissatisfaction will be served on employees and their authorized representatives in accordance with the sections below at the time the documents are served on the Claimant and Responding Party. Employees and their authorized representatives shall be invited to participate in the meetings.

B. Selection of Mediator

If OSHA and BP Products are unable to resolve the matter during the Negotiation Period, the parties will jointly select a third-party neutral person (the "Mediator") acceptable to both parties to mediate the dispute. Employees and their representatives shall be invited to participate in the mediations. OSHA and BP Products will equally share the costs associated with the retention of the Mediator and other costs associated with the mediation.

C. Mediation Period

OSHA and BP Products will engage in mediation for a period not to exceed thirty (30) days after the first meeting with the Mediator (the "Mediation Period"), including at least two mediation sessions with the Mediator. If the parties are unable to reach an agreement before the end of the Mediation Period, they may exercise any rights they have under law or this Agreement, including but not limited to the issuance of failure to abate notices by OSHA.

D. Requirement to Meet Regularly and Act in Good Faith

OSHA and BP Products will meet regularly with the Mediator and otherwise act in good faith throughout the mediation in order to complete it expeditiously.

E. Not a Limitation on the Secretary's Enforcement Rights

This Section VIII does not limit the Secretary's right to use, as appropriate, enforcement methods provided by the Act.

IX. Non-Admissions

A. Neither this Agreement nor BP Products' consent to entry of a final order by the OSHRC pursuant to this Agreement constitutes any admission by BP Products, its parents, subsidiaries, affiliates, representatives, agents, officers, directors, or employees (the "BP Products Parties") of noncompliance or a violation of the Occupational Safety and Health Act ("OSH Act") or regulations or standards promulgated thereunder and nothing contained in this Agreement, nor any consideration given pursuant to it (including, without limitation, any abatement performed by BP Products or the payment of any penalty), shall constitute, be deemed, or be treated by any Party for any purpose as an admission of an act, position, omission, fault, wrongdoing, liability, or damages. By BP Products' entry into this Agreement, it does not admit, and in fact specifically denies, the truth of any alleged facts, any of the characterizations of BP Products Parties' alleged conduct or any of the conclusions set forth in the citation(s), as amended by this Agreement or otherwise, issued in this matter. The parties acknowledge that the agreements, statements, stipulations, and actions herein are made solely for the purpose of settling this matter without litigation or further expense. BP Products is entering into this Agreement without any prejudice to its rights to raise any defense or argument in any future or pending cases before the Occupational Safety and Health Review Commission, any federal or

state court, or other legal proceeding. BP Products retains the right to assert in any subsequent or existing action or proceeding that any past or future existing conditions identical or similar to those alleged in the original citation(s) or the citation(s) as amended by this Agreement do not violate the OSH Act, any standard promulgated thereunder or any other regulation, law or statute.

B. The Secretary or OSHA may offer the Unclassified Citation(s) in any action brought to enforce this Agreement upon the occurrence of an alleged breach or failure to abate pursuant to the terms of this Agreement. Neither the Secretary nor OSHA will use the Unclassified Citations as a basis to characterize any future or existing citation(s) as “willful” or “repeat” against any BP Products Parties whether involving the Texas City Refinery site or any other BP Products Parties’ employment site or any future owner or operator of the Texas City Refinery.

X. General Provisions

A. Abatement Monitoring

Subsequent to the date this Agreement is fully executed, BP Products shall permit OSHA to have immediate full access to the workplace at the Refinery for the specific purpose of determining if BP Products is complying and has fully complied with the provisions in this Agreement. BP Products agrees to require no warrants for entry by OSHA and to require no subpoenas for access to documents. Nothing in this Agreement shall be construed as limiting OSHA’s authority to conduct any type of inspection authorized by the Act.

B. Enforcement Rights

The Secretary reserves the right to use all appropriate enforcement measures under the Act, including but not limited to issuing citation(s) for violation of the PSM Standard.

C. Continued Compliance with OSH Act and OSHA Regulations

BP Products agrees to comply with the applicable provisions of the Occupational Safety and Health Act of 1970 and the applicable safety and health standards promulgated pursuant to the Act.

D. Posting

BP Products agrees to immediately post a copy of this Agreement in a prominent place at or near the location of the violation(s) referred to in Section I above. This Agreement must remain posted until the violations cited have been corrected, or for 3 working days (excluding weekends and Federal Holidays), whichever is longer.

E. Costs

Each party agrees to bear its own attorney's fees, costs and other expenses incurred by such party in connection with any stage of the above-referenced proceeding including, but not limited to, attorney's fees which may be available under the Equal Access to Justice Act, as amended.

F. Authorized Employee Representative(s)

BP Products certifies that the title and address of the authorized employee representative of affected employees is: Chairman, United Steelworkers of America, 2327 Texas Avenue, Texas City, Texas 77590-8341. BP Products further certifies that there are no other unions representing affected employees except those set forth above.

G. Service on Authorized Employee Representative(s)

The Secretary certifies that service of the fully executed Settlement Agreement was made on the authorized employee representative(s) on the 12th day of July, 2012.

H. Service on Unrepresented Employees

Respondent certifies that a copy of this Agreement has been served upon the unrepresented affected employees in the manner set forth in Rule 2200.100 of the Commission's Rules of Procedure, by posting same on the 12th day of July, 2012.

I. Consultation with Authorized Employee Representative

The United Steelworkers of America ("USW") elected party status in this matter. The Parties have conferred with the USW and it has raised no objection to the abatement or the reasonableness of any abatement time set forth herein.

J. Force Majeure

BP Products shall not be sanctioned or otherwise held liable for any failure to perform the, obligations in connection with any action described in this Agreement if such failure results from any act of God, riot, war, civil unrest, terrorism, hurricane, flood, earthquake, or other cause beyond the reasonable control of BP Products. If BP Products experiences a force majeure event that will affect its ability to complete one or more requirements under this Agreement, BP Products shall notify OSHA within fifteen (15) days after the force majeure event. In such notification BP Products shall identify the requirements under this Agreement affected by that event and the additional time necessary to complete those requirements. BP Products shall be entitled to extend the time necessary to complete the requirements affected by the force majeure event up to the length of time it demonstrates is necessary as a result of that event. OSHA shall reply to BP Products force majeure notification within fifteen (15) days after receipt of that notice. If the parties are unable to reach agreement concerning BP Products request for additional time or other issues specified in its notification, either party may request that the dispute be addressed by the dispute resolution provision in Section VIII.

K. Construction

The headings in this Agreement are for convenience and are not intended to affect construction or interpretation. The plural includes the singular and the singular includes the plural; "and" and "or" are each used both conjunctively and disjunctively; "any" and "all" each mean "any and all"; "each" and "every" each mean "each and every"; and "including" and "includes" are each "without limitation."

L. Notifications

(i) When notice or communication to OSHA is required herein, such notification will be accomplished by notifying the following:

Mark Briggs, Area Director
Houston South OSHA Area Office
17625 El Camino Real, Suite 400
Houston, TX 77060

Jeff Lewis
Assistant Regional Administrator for Enforcement Programs
US Department of Labor
Occupational Safety and Health Administration, Region VI
525 S. Griffin Street
Suite 602
Dallas, Texas 75202

Should there be a change in the person(s) occupying the above position during the term of this Agreement, OSHA will notify BP Products in writing with the name and address of the new person.

(ii) When notice or communication to BP Products is required herein, such notification will be accomplished by notifying the following:

Keith M. Casey
Business Unit Leader
BP Products North America Inc.
2401 5th Avenue South
Texas City, TX 77590

James A. Nolan, Jr.
BP Legal Department
BP America, Inc.
Mail Code 5 West
4101 Winfield Road
Warrenville, IL 60555

Should there be a change in the person(s) occupying the above positions during the term of this Agreement, BP Products will notify OSHA in writing with the name and address of the new contact.

(iii). When notice or communication to the Authorized Employee Representatives is required herein, such notification will be accomplished by notifying the following:

Chairman
United Steelworkers of America
2327 Texas Avenue
Texas City, TX 77590

Should there be a change in the person(s) occupying the above positions during the term of this Agreement; the Authorized Representative will notify OSHA and BP Products in writing with the name and address of the new contact.

Respectfully submitted,

BP PRODUCTS NORTH AMERICA INC.

By: 
KEITH CASEY
Business Unit Leader, Texas City Refinery
BP Products North America Inc.

Signed this 11 day of July, 2012.

By: 
JAMES A. NOLAN, JR
Managing Counsel - HSSE
BP America Inc.

Signed this 11th day of July, 2012

Respectfully Submitted,

OCCUPATIONAL SAFETY AND HEALTH
ADMINISTRATION

SECRETARY OF LABOR

M. PATRICIA SMITH
Solicitor of Labor

JAMES E. CULP
Regional Solicitor

MADELEINE T. LE
Counsel for Occupational Safety & Health

By: Thomas Galassi
THOMAS GALASSI
Director, Directorate of Enforcement
Programs
Area Office

Signed this 11 day of July, 2012

U.S. Department of Labor
OSHA
200 Constitution Ave. NW
Room N3119
Washington D.C. 20210

By: Brian L. Hurt
BRIAN L. HURT
Senior Trial Attorney

Signed this 11th day of July, 2012

Attorneys for Complainant
U. S. Department of Labor
Office of the Solicitor
525 Griffin Street, Suite 501
Dallas, Texas 75202

Respectfully submitted,

UNITED STEEL WORKERS OF AMERICA

By: David Janowski
Chairman, USW Local 13-1

Signed this 11 day of July, 2012.

United Steelworkers of America
USW Local 13-1
2327 Texas Avenue
Texas City, Texas 77590

NOTICE TO AFFECTED EMPLOYEES NOT
REPRESENTED BY A LABOR ORGANIZATION

EACH AFFECTED EMPLOYEE WHO IS NOT REPRESENTED BY A LABOR ORGANIZATION HEREBY IS GIVEN NOTICE THAT ANY OBJECTIONS TO THE ENTRY OF AN ORDER APPROVING THIS SETTLEMENT AGREEMENT MUST BE FILED WITHIN TEN (10) DAYS FROM THE DATE THAT THIS SETTLEMENT AGREEMENT IS POSTED. SUCH OBJECTIONS MUST BE SET FORTH IN WRITING AND MAILED TO STEPHEN J. SIMKO, JR., ADMINISTRATIVE LAW JUDGE, OCCUPATIONAL SAFETY AND HEALTH REVIEW COMMISSION, 1924 BUILDING-ROOM 2R90, 100 ALABAMA STREET, S.W., ATLANTA, GEORGIA 30303-3104, WITH COPIES TO COMPLAINANT AND RESPONDENT.

NOTICE TO AUTHORIZED EMPLOYEE REPRESENTATIVES
OF AFFECTED EMPLOYEES

EACH AUTHORIZED EMPLOYEE REPRESENTATIVE OF AFFECTED EMPLOYEES IS HEREBY GIVEN NOTICE THAT ANY OBJECTION TO THE ENTRY OF AN ORDER TERMINATING THIS LITIGATION MUST BE FILED WITHIN TEN (10) DAYS OF THE DATE OF SERVICE OF THE SETTLEMENT AGREEMENT ON THEM, BY SETTING FORTH SUCH OBJECTIONS IN WRITING AND MAILING THEM TO STEPHEN J. SIMKO, JR., ADMINISTRATIVE LAW JUDGE, OCCUPATIONAL SAFETY AND HEALTH REVIEW COMMISSION, 1924 BUILDING – ROOM 2R90, 100 ALABAMA STREET, S.W., ATLANTA, GEORGIA 30303-3104, WITH COPIES TO COMPLAINANT AND RESPONDENT.

Appendix A

Pursuant to Section II.A. of this Partial Stipulation and Agreement, the following fifty-seven citations retain the original “willful” designation.

Count	Citation 1, Item. No.
1	4
2	5
3	11
4	21
5	76
6	81
7	82
8	101
9	102
10	111
11	118
12	119
13	126
14	127
15	128
16	144
17	159
18	208
19	209
20	210
21	221
22	224
23	238
24	241
25	243
26	137
27	267
28	274
29	275
30	276
31	277
32	278
33	279
34	286
35	287
36	298
37	308
38	310
39	314
40	315
41	318

Count (Cont'd.)	Citation 1, Item. No.
42	319
43	324
44	333
45	337
46	338
47	353
48	370
49	396
50	397
51	398
52	399
53	401
54	407
55	409
56	410
57	411

Appendix B

Pursuant to Section II.B. of this Partial Stipulation and Agreement, the following twenty-seven citations are grouped into Citation 1, Item 412, which is re-characterized as a “repeat” citation.

Count	Citation No. 1, Item No.	Grouped to Citation 1, Item No.:
1	413	412
2	414	412
3	415	412
4	416	412
5	417	412
6	418	412
7	419	412
8	420	412
9	421	412
10	422	412
11	423	412
12	424	412
13	425	412
14	426	412
15	427	412
16	428	412
17	429	412
18	430	412
19	431	412
20	432	412
21	433	412
22	434	412
23	435	412
24	436	412
25	437	412
26	438	412
27	439	412

Appendix B (Continued)

Pursuant to Section II.B. of this Partial Stipulation and Agreement, the following thirty-four citations are re-characterized as "repeat" citations.

Count	Citation 1, Item No.
1	46
2	47
3	48
4	49
5	50
6	53
7	60
8	66
9	67
10	68
11	69
12	75
13	78
14	83
15	84
16	100
17	103
18	325
19	330
20	331
21	354
22	356
23	367
24	368
25	385
26	386
27	387
28	388
29	390
30	400
31	402
32	404
33	408
34	412

Appendix C

Pursuant to Section II.C. of this Partial Stipulation and Agreement, the following thirty-one citations are re-characterized as “serious” citations.

Count	Citation 1, Item No.
1	329
2	341
3	361
4	362
5	363
6	364
7	365
8	366
9	371
10	372
11	373
12	374
13	380
14	381
15	395
16	406
17	345
18	346
19	350
20	351
21	352
22	355
23	357
24	358
25	375
26	376
27	377
28	378
29	379
30	403
31	405

Appendix D

Pursuant to Section II.D.(ii)(a) of this Partial Stipulation and Agreement, the following fifty-eight citations are re-characterized as “unclassified” citations. The Parties agree that abatement has been completed and the equipment identified in the citations complies with recognized and generally accepted good engineering practices.

Count	Citation 1, Item. No.	Count (Cont'd.)	Citation 1, Item. No.
1	112	41	285
2	116	42	289
3	120	43	290
4	122	44	294
5	134	45	295
6	138	46	296
7	139	47	299
8	140	48	300
9	141	49	301
10	142	50	302
11	143	51	305
12	145	52	306
13	146	53	311
14	147	54	312
15	148	55	313
16	164	56	316
17	166	57	317
18	181	58	321
19	184		
20	204		
21	212		
22	214		
23	215		
24	217		
25	218		
26	220		
27	222		
28	225		
29	228		
30	236		
31	242		
32	244		
33	245		
34	268		
35	269		
36	271		
37	272		
38	273		
39	283		
40	284		

Appendix E

Pursuant to Section II.D.(ii)(b) of this Partial Stipulation and Agreement, the following fifty-eight citations are grouped into the citations listed below. The fact that a citation has been grouped does not alter the commitment to abate all citations in this appendix consistent with Section II.F. of the Agreement.

Count	Citation 1, Item No.	Grouped to Citation 1, Item No.:
1	15	14
2	22	14
3	95	14
4	96	14
5	31	14
6	1	14
7	107	14
8	108	14
9	135	129
10	288	292
11	297	292
12	303	292
13	304	292
14	293	292
15	200	150
16	202	150
17	205	150
18	206	150
19	213	150
20	216	150
21	232	150
22	233	150
23	234	150
24	235	150
25	248	150
26	250	150
27	253	150
28	255	150
29	258	150
30	260	150
31	265	150
32	266	150
33	149	150
34	173	150
35	188	150
36	190	150
37	192	150
38	194	150
39	195	150

Count	Citation 1, Item No.	Grouped to Citation 1, Item No.:
40	196	150
41	198	150
42	201	150
43	203	150
44	249	150
45	254	150
46	259	150
47	158	157
48	162	157
49	171	157
50	247	157
51	251	157
52	252	157
53	256	157
54	257	157
55	261	157
56	262	157
57	263	157
58	264	157

Appendix E (Continued)

Pursuant to Section II.D.(ii)(b) of this Partial Stipulation and Agreement, the following thirty-four citations are re-characterized as “unclassified” citations which will be abated consistent with Section II.F. of the Agreement.

Count	Citation 1, Item. No.
1	14
2	121
3	130
4	131
5	246
6	129
7	292
8	150
9	151
10	152
11	153
12	154
13	155
14	160
15	161
16	172
17	174
18	175
19	176
20	177
21	178
22	179
23	180
24	182
25	183
26	185
27	186
28	187
29	189
30	191
31	193
32	197
33	199
34	157

Appendix F

Pursuant to Section II.E. of this Partial Stipulation and Agreement, the following one hundred ten citations are withdrawn.

Count	Citation 1, Item. No.
1	2
2	6
3	7
4	8
5	9
6	12
7	20
8	23
9	24
10	25
11	26
12	27
13	28
14	29
15	30
16	37
17	38
18	39
19	41
20	42
21	43
22	45
23	51
24	54
25	55
26	56
27	59
28	63
29	64
30	65
31	70
32	72
33	73
34	74
35	79
36	89
37	90
38	93
39	94
40	98
41	99

Count (Cont'd.)	Citation 1, Item. No.
42	104
43	105
44	106
45	109
46	113
47	114
48	115
49	117
50	123
51	124
52	125
53	132
54	133
55	136
56	156
57	163
58	165
59	167
60	168
61	169
62	170
63	207
64	211
65	219
66	223
67	226
68	227
69	229
70	230
71	231
72	237
73	239
74	240
75	270
76	280
77	281
78	282
79	291
80	307
81	309
82	320

Count (Cont'd.)	Citation 1, Item. No.
83	322
84	323
85	326
86	327
87	328
88	332
89	334
90	335
91	336
92	339
93	340
94	342
95	343
96	344
97	347
98	348
99	349
100	359
101	360
102	369
103	382
104	383
105	384
106	389
107	391
108	392
109	393
110	394

Appendix G

Pursuant to Section III.A. of this Partial Stipulation and Agreement, the following eight citations are grouped into Citation 1, Item 16 and are excluded from this Agreement.

Count	Citation 1, Item No.	Grouped to Citation 1, Item No.:
1	17	16
2	18	16
3	19	16
4	33	16
5	34	16
6	32	16
7	44	16
8	97	16

The following twenty-two excluded citations are subject to Section III.B. of this Partial Stipulation and Agreement.

Count	Citation 1, Item No.
1	3
2	10
3	13
4	16
5	35
6	36
7	40
8	52
9	57
10	58
11	61
12	62
13	71
14	77
15	80
16	85
17	86
18	87
19	88
20	91
21	92
22	110