

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS**

ENVIRONMENT AMERICA, INC.
d/b/a ENVIRONMENT TEXAS and
SIERRA CLUB,

Plaintiffs,

Civil Action No. 4:17-cv-00660

v.

PASADENA REFINING SYSTEM, INC.,

Defendant.

CONSENT DECREE AND ORDER

Upon consideration of the Motion for Entry of Consent Decree and Order filed by the parties, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

I. BACKGROUND

1. Environment America, Inc. d/b/a Environment Texas and Sierra Club (collectively, “Plaintiffs”) brought this suit against Pasadena Refining System, Inc. (“Defendant” or “PRSI”) under the federal Clean Air Act (the “CAA” or “the Act”), 42 U.S.C. § 7401, *et seq.*, for alleged violations of the Act at PRSI’s refinery in Pasadena, Texas (the “Pasadena Refinery”).

2. The parties recognize and the Court, by entering this Consent Decree and Order (the “Consent Decree”), finds that this Consent Decree has been negotiated by the parties in good faith; settlement will avoid continued litigation between the parties; settlement of this matter is in the public interest and in accordance with the CAA; and, entry of this Consent Decree is fair and reasonable.

3. On the date this Consent Decree was filed with the Court, the Plaintiffs concurrently served a copy of this Consent Decree on the United States Environmental Protection Agency and the United States Department of Justice, consistent with the requirements of 42 U.S.C. § 7604(c)(3).

II. JURISDICTION AND VENUE

4. This Court has jurisdiction over the parties and subject matter of this Consent Decree pursuant to 28 U.S.C. § 1331 and 42 U.S.C. § 7604. Venue is proper in this Court pursuant to 42 U.S.C. § 7604(c) and 28 U.S.C. §§ 1391(b) and (c).

III. APPLICABILITY

5. The provisions of this Consent Decree shall apply to and be binding upon the parties and their successors and assigns. In the event PRSI proposes to sell or transfer, in whole or in part, its legal or equitable interest in the Pasadena Refinery before the termination of this Consent Decree, or if PRSI's operational responsibilities for the Pasadena Refinery are transferred or assigned in whole or in part before the termination of this Consent Decree, PRSI shall notify Plaintiffs of such proposed sale, transfer or assignment, shall advise the proposed purchaser, successor-in-interest, assignee or transferee of the existence of this Consent Decree, and shall condition the sale, transfer or assignment on the purchaser's, successor-in-interest's, assignee's or transferee's agreement to comply with the terms hereof. In the event of a sale, transfer or assignment by PRSI, PRSI shall file a motion to modify this Consent Decree with the Court to make the terms and conditions of this Consent Decree applicable to the purchaser, successor-in-interest, assignee, or transferee.

6. Definitions. Terms used in this Consent Decree that are defined in the CAA or in regulations promulgated pursuant to the CAA, shall have the meanings assigned to them in the

CAA or such regulations, unless otherwise provided in this Consent Decree. Whenever the terms set forth below are used in this Consent Decree, they shall have the following meanings:

(a) “Day” shall mean a calendar day, except that when computing any period of time under this Consent Decree for purposes of completion of milestones or submittal of reports, where the last day would fall on a Saturday, Sunday or legal holiday, the period shall run until the close of business of the next working day.

(b) “Emissions Event” shall have the meaning set forth in 30 Tex. Admin. Code § 101.1(28).

(c) “ESP Stack” shall mean the Electrostatic Precipitator Stack at the Pasadena Refinery, which has been assigned emission point number HTBLR010 in Permit No. 20246.

(d) “Excess Emissions” shall mean, for each of the pollutants and emission points listed in paragraph 19 of this Consent Decree, the quantity of a pollutant emitted to the atmosphere from an emission point in excess of the hourly (lbs/hr) or annual (tons/yr) authorization as set forth in the applicable Maximum Allowable Emissions Rate Table (“MAERT”) or other applicable authorization in effect at the time of the emissions. In the case of the emission of a pollutant for which no authorization is provided, all of such emission is an Excess Emission. Notwithstanding the foregoing, emissions that are caused by a Force Majeure event as defined in paragraph 20 are not Excess Emissions. However, if the Force Majeure event is a declared hurricane emergency or an External Electrical Grid Failure (as defined in paragraph 6(e)), the resulting emissions are exempt from this definition only if PRSI has notified Plaintiffs that it complied with the most current version of the Hurricane Startup and Shutdown Plan described in paragraph 11 or with the most current version of the Electrical Grid Failure Plan described in paragraph 13, respectively.

(e) “External Electrical Grid Failure” means a loss or interruption of the Pasadena Refinery’s electric power feed from the power supplier (i) from causes beyond the control of PRSI and (ii) that results in a major interruption in operations at the Pasadena Refinery. PRSI shall have the burden of reasonably establishing the occurrence of an External Electrical Grid Failure by providing documentation from the transmission distribution service provider or such other data as PRSI may possess or reasonably obtain that reasonably establishes that such occurrence was caused by an External Electrical Grid Failure.

(f) “Seal Pot” shall mean the emission point at the Pasadena Refinery which has been assigned emission point number VTFCC003 in Permit No. 20246

(g) “VOCs” means total emissions of all volatile organic compounds as defined in 30 Tex. Admin. Code 101.1(116).

(h) “Year,” for purposes of annual emissions estimations and the actions and milestones that must be reported upon pursuant to paragraph 7, means the twelve-month period beginning on April 1, 2018, or the yearly recurrence of such twelve-month period.

IV. COMPLIANCE AND REPORTING REQUIREMENTS

7. Annual Reporting Requirements:

(a) On an annual basis beginning on June 1, 2019, and annually thereafter until termination, PRSI shall submit to Plaintiffs an annual written report that contains, at a minimum, the following information regarding pollutant emissions and stipulated payments:

(i) The date, duration, emission point, pollutant, and quantity of emissions (in pounds) for each incident of Excess Emissions occurring during the previous Year;

(ii) The total quantity of Excess Emissions of each pollutant from each emission point during the previous Year (in pounds);

(iii) The date, duration, emission point, pollutant, and quantity of emissions (in pounds) for each incident occurring during the previous Year that PRSI contends was attributable to Force Majeure events as defined in paragraph 20;

(iv) A table showing each monthly total of the 12-month rolling annual total of PM₁₀ emissions from the Seal Pot during the previous Year, and either a written explanation of the basis for each monthly total or the underlying data supporting these calculations;

(v) The amount of any stipulated payments payable pursuant to paragraph 19 for the previous Year, the calculations used to compute such stipulated payments, and documentation and a written explanation of any amounts deducted pursuant to paragraph 19(a)(ix) from PRSI's stipulated payments reflecting penalties actually paid to TCEQ for violations of the same emission limits for which stipulated payments were incurred;

(vi) A copy of the semi-annual New Source Performance Standards compliance reports submitted to TCEQ during the previous Year regarding Boiler #4 and Boiler #6 at the Pasadena Refinery.

(b) PRSI shall submit to Plaintiffs an annual written report that describes its progress in implementing the measures described in paragraphs 8(b) and (c), and that includes the information required to be provided by paragraphs 8(d), 10(c) and 14.

(c) The information required by paragraphs 7(a) and 7(b) shall be submitted to Plaintiffs not later than June 1, 2019, and annually thereafter not later than June 1 of each year, until termination.

(d) The annual reporting requirements in paragraphs 7(a)(i)-(v) shall terminate as to each emission point and pollutant upon termination of the stipulated payments related to that

emission point and pollutant pursuant to paragraph 29. The annual reporting requirements in paragraph 7(a)(vi) shall terminate upon termination of all stipulated payments pursuant to paragraph 29.

(e) The annual reporting requirements in paragraph 7(b) shall terminate after: (i) PRSI has provided the one-time reports required by paragraphs 8(a), (b) and (d), 9, 10, 11, 12, 13 and 14; (ii) PRSI has satisfied its obligations under paragraphs 8(b) and (c); and (iii) the stipulated payment provisions set forth in paragraph 19(a) have terminated.

8. Control of Emissions from the ESP Stack and Seal Pot. PRSI shall maximize use of the Electrostatic Precipitator (“ESP”), consistent with plant and worker safety, to control emissions associated with the Fluid Catalytic Cracking Unit (“FCCU”) at the Pasadena Refinery. In addition:

(a) Not later than 60 Days after entry of the Consent Decree, PRSI shall provide to Plaintiffs a report that: clearly identifies the current operating parameters, values, or set points that PRSI uses to trigger use of the energized ESP and discontinuation of such use, and how they are currently measured; and identifies parameters that can be used to further maximize the use of the ESP for control of emissions in either an energized or non-energized state.

(b) Not later than December 31, 2019, PRSI shall install analyzers, including carbon monoxide (“CO”) and/or lower explosive limit (“LEL”) analyzers and associated equipment and any systems needed to obtain data for each of the parameters identified in the report described in paragraph 8(a), for the purpose of maximizing ESP usage consistent with safe operation. In the next annual report, PRSI shall notify Plaintiffs upon compliance with this sub-paragraph.

(c) Beginning not later than 180 days after installation of the analyzers, equipment, and systems described in paragraph 8(b), PRSI shall utilize the additional equipment and information to maximize ESP usage for control of emissions consistent with safe operation.

(d) Not later than 60 days after entry of the Consent Decree, PRSI shall develop, implement, and provide to Plaintiffs the procedure used to assess elevated opacity events, defined as any opacity of emissions from the ESP Stack (as measured by the ESP Stack's continuous opacity monitoring system) that exceeds 20% as a sixty (60) minute average. Elevated opacity events shall exclude planned start-up and shutdown events. The procedure shall provide that as soon as practicable after the start of an elevated opacity event, PRSI shall attempt to determine its cause and shall take corrective action sufficient to address the cause of the elevated opacity. The procedure shall describe how PRSI will record all elevated opacity events, the assessments conducted to determine the causes, and the corrective actions taken to address elevated opacity. A brief summary of elevated opacity events and corrective actions taken shall be included in the annual reports provided to Plaintiffs pursuant to paragraph 7(b) of the Consent Decree.

9. Flare Minimization Plan. Not later than 60 days after entry of the Consent Decree, PRSI shall:

(a) Update and provide to Plaintiffs the Flare Minimization Plan for the Pasadena Refinery. The plan shall cover each flare at the Pasadena Refinery and the contents of the plan shall include:

(i) Flow rates, including: the estimated maximum vent gas flow; the estimated maximum sweep gas flow rate sent to each flare; the estimated minimum purge

gas flow rate sent to each flare; and the estimated minimum total steam flow rate sent to each flare;

(ii) A description and simplified diagram of the flow rates listed in paragraph 9(a); and

(iii) Identification of the monitor type used to monitor the flow rates described in paragraph 9(a) to each flare.

(b) Provide to Plaintiffs a description of major projects implemented within the last five years to reduce flaring, including the addition of flare gas recovery capacity and the year of installation for such equipment. The description shall also specify any planned flaring reduction measures and when such measures will be implemented.

10. Community Complaint and Response Plan. Not later than 60 days after entry of the Consent Decree, PRSI shall develop, implement, and provide to Plaintiffs a written plan for responding to community concerns or complaints involving odors or emissions in accordance with the requirements of this paragraph. The plan shall include the following:

(a) A telephone number answered at all times and an email address to enable individuals to contact PRSI directly regarding odors or emissions. Both the number and email address shall be made available to the public through PRSI's website, public meetings and communication to local government officials.

(b) How PRSI documents, investigates and follows up on complaints received.

(c) How PRSI shall maintain an electronic or paper complaint log that includes the name and address of the complainant (if provided), the date and time of the complaint, and the nature of the complaint, and any associated investigation and corrective actions. A copy of the complaint log shall be made available to Plaintiffs upon request (but no more frequently than

twice per year) or included in the annual report provided to Plaintiffs pursuant to paragraph 7(b) of the Consent Decree, until termination pursuant to paragraph 7(e).

(d) The plan shall specify that PRSI shall promptly initiate an investigation of any complaint involving odors or emissions reported by a complainant as having been detected from a location within close proximity (approximately two miles) of the facility.

(e) The plan shall specify that, if PRSI determines as part of an investigation of a complaint that odors or emissions originated from the Pasadena Refinery, PRSI shall take corrective action as soon as practicable to address the suspected cause and shall provide the complainant (if known) with a description of the corrective action taken.

11. Hurricane Preparedness. Not later than 180 days after entry of the Consent Decree, PRSI shall revise and provide to Plaintiffs its Hurricane Shutdown and Startup Plan and shall implement such updated Plan when a plant-wide shutdown is necessitated by hurricane or similar State-declared emergency. The Plan shall include measures to minimize emissions of air contaminants to the extent possible consistent with worker safety. The Plan shall specify that after any plant-wide shutdown necessitated by a hurricane during the life of the Consent Decree, PRSI shall review lessons learned as a result of implementation of the Plan, and update the Plan as appropriate to, among other things, further minimize air emissions.

12. Preventive Maintenance. Not later than 180 days after entry of the Consent Decree, PRSI shall provide to Plaintiffs up-to-date preventive measures that, as part of the Pasadena Refinery's overall preventive maintenance system, facilitate the reduction of emission event root causes at the FCCU. These measures shall include rotating and electrical equipment preventive maintenance programs along with a fixed equipment inspection and maintenance program.

13. External Electrical Grid Failures. Within 60 days of entry of the Consent Decree, PRSI shall develop, implement, and provide to Plaintiffs its Electrical Grid Failure Plan, which specifies operational procedures to safely shut down the refinery and minimize unauthorized emissions in the event of External Electrical Grid Failures. This Electrical Grid Failure Plan shall specify that after any Emissions Event caused by an External Electrical Grid Failure during the life of the Consent Decree, PRSI shall reassess its preparations for, response to, and equipment and back-up systems affected by, such event.

14. Emissions Event Tracking and Prevention Systems. Not later than 60 days after entry of the Consent Decree, PRSI shall develop, implement, and provide to Plaintiffs its procedures for tracking and preventing Emissions Events, which shall include the following components:

- (i) Tracking Emissions Events according to underlying cause and location within the Pasadena Refinery;
- (ii) Assessing Emissions Events according to root cause(s);
- (iii) Developing strategies for prevention of Emissions Events; and
- (iv) Setting targets for reductions in occurrence of Emissions Events.

PRSI shall include in the annual reports provided to Plaintiffs pursuant to paragraph 7(b) of the Consent Decree the annual targets established under sub-paragraph (iv), above, for the preceding year and the corresponding numbers of actual Emissions Events occurring during the preceding year until termination pursuant to paragraph 7(e).

V. CIVIL PENALTY

15. Not later than 30 days after this Court's approval of the Consent Decree, PRSI shall pay a civil penalty to the U.S. Department of Treasury in the amount of \$350,000 in settlement of the violations that are the subject of this suit.

VI. ADDITIONAL PAYMENTS

16. Not later than 30 days after this Court's entry of the Consent Decree, PRSI shall pay the sum of \$3,175,000 (the "Additional Payment") as a part of the settlement reached to conclude this litigation. The Additional Payment shall be disbursed to the Emission Reduction Credit Corporation ("ERCC"), an Area Emission Reduction Credit Organization ("AERCO") created and administered by the Houston-Galveston Area Council ("H-GAC"). ERCC shall use the Additional Payment exclusively for the following environmental project to benefit the communities in the vicinity of the Pasadena Refinery: a charitable fund to be known as the Vehicle Emission Reduction Fund (the "Fund").

(a) The Fund shall solicit proposals from, and disburse grants to, school districts and local governments exclusively for the purpose of improving air quality in Pasadena, Galena Park, and Southeast Harris County, Texas, by reducing mobile source emissions. Priority shall be given to air quality improvements in Pasadena and Galena Park over those located elsewhere in Southeast Harris County, with a second order of preference for zero-emission projects over near-zero-emission projects. Eligible projects include (i) replacing or converting vehicles, engines, and equipment with zero-emission or near-zero-emission vehicles, with a strong preference for electric and hybrid engines certified by EPA or the California Air Resources Board ("CARB") to meet stringent emission standards, and with the proviso that any vehicle, engine, or equipment being replaced must be scrapped or rendered permanently disabled within 90 days of

replacement using the methods described in EPA's Diesel Emissions Reduction Act program, or be certified as having been rendered inoperable as a result of flooding from Hurricane Harvey, and (ii) the purchase and installation of electric vehicle charging stations or related electric vehicle infrastructure. Eligible vehicles would include school buses with a model year earlier than 2010, transit buses and class 1 through class 8 vehicles (with model years earlier than 2010), local government or school district light duty fleet vehicles, heavy duty equipment (*e.g.*, forklifts), unregulated marine engines, and unregulated and tier 0 locomotives.

(b) The ERCC shall agree, as a condition of receiving any funds pursuant to paragraphs 16 and 17 of this Consent Decree: (i) to represent that it is a 501(c)(3) tax-exempt entity; (ii) to obtain TCEQ review of expenditures of the Fund as "other contributions" under the Clean Vehicles Partnership Project that H-GAC administers through the AERCO; (iii) to use any money it receives under this Consent Decree solely for the purposes described in paragraph 16(a) of this Consent Decree; (iv) not to use any money received under this Consent Decree for advocacy or political lobbying activities; and (v) to provide the parties with a report on the first anniversary of receiving the funds and on each anniversary thereafter until the funds are expended, certifying that the funds were used in the manner proposed. In the case of a failure to provide the above certification, or if the funds are not disbursed within three years of date of receipt of funds, the parties reserve their right to seek an order directing the return of such funds. In the event such funds are returned, the returned funds shall be disbursed to another project to fund environmental mitigation, research, health, restoration or education projects relating to environmental quality or public health in the Pasadena and Galena Park area, as agreed upon by the parties within 90 days of receipt of returned funds.

17. Any stipulated payments incurred pursuant to paragraph 19 of the Consent Decree shall be paid to the ERCC to replenish the Fund, or to such other group or groups designated by the parties pursuant to paragraph 16(b) of the Consent Decree.

18. The civil penalty, the Additional Payment, and any stipulated payments shall not be tax deductible by PRSI. Any public statement made by PRSI in any press release, in any oral or written material promoting PRSI's environmental or charitable practices or record, or in PRSI's Annual Reports, that makes reference to PRSI's funding of the project described in paragraph 16 shall include the following language: "Funding of this project was made pursuant to the settlement of a Clean Air Act enforcement suit brought by Environment Texas and the Sierra Club."

19. Stipulated payments.

(a) Excess Emissions. PRSI shall be liable for stipulated payments for Excess Emissions each Year, as follows:

(i) PRSI shall pay \$1 per pound for the first 1 through 4,000 pounds of Excess Emissions of SO₂ from the East and West Flares (emission point numbers FLRFNEAST and FLRFNWEST, respectively), and \$5 per pound for each additional pound of Excess Emissions above 4,000 pounds, emitted during the Year. For purposes of computing Excess Emissions, emissions from the East and West Flares shall be totaled.

(ii) PRSI shall pay \$1 per pound for the first 1 through 5,000 pounds of Excess Emissions of VOCs from the East and West Flares (emission point numbers FLRFNEAST and FLRFNWEST, respectively), and \$5 per pound for each additional pound of Excess Emissions above 5,000 pounds, emitted during the Year. For purposes

of computing Excess Emissions, emissions from the East and West Flares shall be totaled.

(iii) PRSI shall pay \$1 per pound for the first 1 through 4,000 pounds of Excess Emissions of PM₁₀ from the ESP Stack (emission point number HTBLR010), and \$5 per pound for each additional pound of Excess Emissions above 4,000 pounds, emitted during the Year.

(iv) PRSI shall pay \$1 per pound for the first 1 through 1,000 pounds of Excess Emissions of PM₁₀ from the Seal Pot (emission point number VTFCC003), and \$5 per pound for each additional pound of Excess Emissions above 1,000 pounds, emitted during the Year.

(v) PRSI shall pay \$1 per pound for the first 1 through 1,000 pounds of Excess Emissions of VOCs from the Seal Pot (emission point number VTFCC003), and \$5 per pound for each additional pound of Excess Emissions above 1,000 pounds, emitted during the Year.

(vi) PRSI shall pay \$1 per pound for the first 1 through 3,000 pounds of Excess Emissions of SO₂ from the Seal Pot (emission point number VTFCC003), and \$5 per pound for each additional pound of Excess Emissions above 3,000 pounds, emitted during the Year.

(vii) PRSI shall pay \$1 per pound for the first 1 through 2,000 pounds of Excess Emissions of NO_x from the Seal Pot (emission point number VTFCC003), and \$5 per pound for each additional pound of Excess Emissions above 2,000 pounds, emitted during the Year.

(viii) PRSI shall pay \$20,000 for each month during the Year for which the 12-month rolling annual total of PM₁₀ emissions from the Seal Pot (emission point number VTFCC003) exceeds the authorization set forth in the Maximum Allowable Emissions Rate Table (“MAERT”) and Special Condition 2 of Permit No. 20246 and other applicable authorizations in effect at the time of the emissions.

(ix) PRSI shall be entitled to subtract, from any annual stipulated payment it has incurred, the portion of any TCEQ penalty or any payment for a Supplemental Environmental Project (“SEP”) made in lieu of penalties that was actually paid to TCEQ or to a SEP during the Year and that was attributable to the same violation(s) of the same emission limit(s) for which PRSI has already paid, or is currently required to pay, a stipulated payment pursuant to this Consent Decree.

(b) Compliance Measures. For any failure to comply with a deadline set forth in paragraphs 8 through 14, PRSI shall pay a stipulated payment of \$5,000 per month (or partial month) of delay, which amount shall be doubled to \$10,000 per month (or partial month) beginning with the fourth consecutive month of delay. For any failure to comply with a reporting deadline set forth in paragraph 7, PRSI shall pay a stipulated payment of \$2,000 for the first month (or partial month) of delay, which amount shall increase to \$5,000 per month (or partial month) for each additional month of delay. Compliance measures and deadlines referenced by this section shall not include any planned projects described in paragraph 9(b).

(c) Stipulated payments under this paragraph shall be due automatically and without notice. Stipulated payments shall be payable annually, and shall be paid not later than 60 Days after the annual report required by paragraph 7(a).

(d) Any payment of stipulated payments shall neither waive PRSI's duty to meet its obligations under this Consent Decree nor preclude the Plaintiffs from commencing an action to compel PRSI's compliance with the terms and conditions of this Consent Decree.

VII. FORCE MAJEURE

20. PRSI shall take all necessary measures to avoid delays in compliance with this Consent Decree. "Force Majeure" for the purposes of this Consent Decree is defined as an event that (i) is beyond the control of PRSI or the control of any entity controlled by PRSI; (ii) could not have been foreseen and prevented by the exercise of reasonable diligence; (iii) delays or prevents the performance of any obligation under paragraphs 8 through 14 of this Consent Decree, and/or causes Excess Emissions or an Emissions Event; and (iv) is a result of war, terrorism, strike, riot, External Electrical Grid Failure, or an act of God resulting in a government-declared emergency. Unanticipated or increased costs, or changed financial circumstances, are not Force Majeure events. If any event occurs that causes or may cause a claim of Force Majeure, PRSI shall so notify Plaintiffs in writing within 20 business days after the event or after the date PRSI first became aware or reasonably should have become aware of the event. The notice shall describe the basis for PRSI's contention that it experienced a Force Majeure event, the cause of the event, the measures taken to prevent it, the anticipated length of time that any delay may persist, and, if applicable, PRSI's compliance with its Hurricane Shutdown and Startup Plan or Electrical Grid Failure Plan. Failure to so notify shall constitute a waiver of the claim of Force Majeure as to the event in question.

21. If Plaintiffs agree to PRSI's claim of Force Majeure, the parties shall stipulate to an extension of the timeframe(s) affected by the delay, and/or to an exclusion from the calculation of Excess Emissions, as applicable. PRSI shall not be liable for stipulated penalties

for such period of delay or excluded Excess Emissions. If Plaintiffs do not agree with PRSI's claim of Force Majeure, or if the parties cannot agree on a reasonable extension of time, either party may submit the matter to the Court for resolution. PRSI shall have the burden of proving that a delay or noncompliance or Emissions Event is or was caused by a Force Majeure event, and of proving the duration of any such delay or noncompliance or the amount of such exclusion from Excess Emissions. In the event of such a dispute, PRSI shall not be considered to be in violation of the Consent Decree, or to have been in violation of the Consent Decree, until such time that the dispute is resolved by the parties or the Court.

VIII. RETENTION OF JURISDICTION

22. The Court will retain jurisdiction of this matter for the purposes of implementing and enforcing the terms and conditions of this Consent Decree and adjudicating all disputes between the Parties that may arise under the provisions of this Consent Decree until the Consent Decree terminates in accordance with Part XI, below.

IX. COSTS OF LITIGATION

23. Pursuant to 42 U.S.C. § 7604(d), not later than 30 days after the Court's entry of this Consent Decree, PRSI shall pay \$547,000 for costs of litigation (including reasonable attorney and expert witness fees) to Plaintiffs' counsel by bank draft made payable to "Hilder & Associates, P.C."

X. GENERAL PROVISIONS

24. This Consent Decree constitutes a full settlement of, and shall resolve all civil liability of PRSI for, civil penalties and injunctive relief pursuant to the CAA for the violations specifically alleged in the Complaint and such other violations of the same regulatory provisions occurring from the date of the Complaint to the date of filing of this Consent Decree. In any

future action brought to enforce the CAA regarding the Pasadena Refinery, neither PRSI nor the Plaintiffs shall assert any claim that this Consent Decree or any of its terms operates as res judicata or has the effect of issue preclusion with respect to any alleged violations occurring after the termination date of this Consent Decree.

25. PRSI shall not assert any claim of confidentiality for any documents or information it is required to report to Plaintiffs or government agencies pursuant to this Consent Decree, except that PRSI may exclude from the information provided to Plaintiffs any information which is determined to be confidential business information or required to be kept confidential by law. As to documents previously produced, the Agreed Protective Order entered by the Court on August 23, 2017, shall remain in effect until termination of this Consent Decree. Notification to Plaintiffs or to PRSI shall be deemed submitted on the date it is postmarked. All correspondence concerning this Consent Decree and all documents that are submitted pursuant to this Consent Decree shall be addressed as follows:

As to Plaintiffs:

Joshua R. Kratka
National Environmental Law Center
294 Washington Street, Suite 500
Boston, Massachusetts 02108

Or via electronic mail to:
josh.kratka@nelconline.org

As to PRSI:

Fernando Feitosa de Oliveira
Pasadena Refining Systems, Inc.
111 Red Bluff Road
Pasadena, Texas 77506

Or via electronic mail to:
PRSI-Govt-Email@pasadenarefining.com

26. There shall be no modification of this Consent Decree without agreement among all parties to the Consent Decree and written approval by the Court, or by Order of the Court.

27. The effective date of this Consent Decree shall be the date of its entry.

XI. TERMINATION

28. This Consent Decree shall terminate automatically upon completion of all the requirements of this Consent Decree provided PRSI certifies it has satisfied all requirements of this Consent Decree. If Plaintiffs object to PRSI's certification, then the matter shall be submitted to the Court for resolution. In such case, PRSI shall bear the burden of proving that this Consent Decree should be terminated.

29. For each of the categories of stipulated payments described in paragraphs 19(a)(i) – (vii), PRSI's obligation to pay stipulated payments for Excess Emissions pursuant to paragraph 19(a)(i) – (vii) shall expire upon the earlier of five Years or PRSI's substantial compliance with the limit for two consecutive Years. For each category described in 19(a)(i) – (vii), "substantial compliance" shall mean that Excess Emissions during each Year were less than the threshold number of pounds triggering a \$5 per pound stipulated payment. For the annual emission limit described in paragraph 19(a)(viii), PRSI's obligation to pay stipulated penalties pursuant to paragraph 19(a)(viii) shall expire upon the earlier of five Years or the completion of 24 consecutive months for which the 12-month rolling annual total of PM10 emissions from the Seal Pot do not exceed the authorization described in paragraph 19(a)(viii) of the Consent Decree. Substantial compliance may occur for one or more categories described in 19(a)(i) – (viii) even though stipulated payment obligations may continue to be applicable to other categories.

XII. CONSENT TO ENTRY OF DECREE

30. Each of the parties consents to entry of this Consent Decree, subject to the Court's approval of this Decree. The undersigned representatives of each party certify that they are fully authorized by the party to enter into the terms and conditions of this Decree and to execute and legally bind the represented parties to it. This Decree can be signed in counterparts.

Judgment is hereby entered in accordance with this Consent Decree and Order this _____ day of _____, 2018.

Kenneth M. Hoyt
United States District Judge

AGREED AND CONSENTED TO:

FOR PLAINTIFF ENVIRONMENT AMERICA, INC. d/b/a ENVIRONMENT TEXAS:



Date: 6/8/2018

Luke Metzger
Director
Environment Texas
815 Brazos, Suite 600
Austin, Texas 78701

FOR PLAINTIFF SIERRA CLUB:

Date: _____

Neil J. Carman
Clean Air Program Director
Lone State Chapter of the Sierra Club
6406 N. IH-35, Suite 1806
Austin, Texas 78752


AGREED AND CONSENTED TO:

FOR PLAINTIFF ENVIRONMENT AMERICA, INC. d/b/a ENVIRONMENT TEXAS:

Luke Metzger
Director
Environment Texas
815 Brazos, Suite 600
Austin, Texas 78701

Date: _____

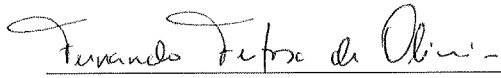
FOR PLAINTIFF SIERRA CLUB:



Neil J. Carman
Clean Air Program Director
Lone State Chapter of the Sierra Club
6406 N. IH-35, Suite 1806
Austin, Texas 78752

Date: June 9, 2018

FOR DEFENDANT PASADENA REFINING SYSTEM, INC.:



Date: 06/11/2018

Fernando Feitosa de Oliveira
Chief Executive Officer
Pasadena Refining Systems, Inc.
111 Red Bluff Road
Pasadena, Texas 77506