

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
OFFICE OF THE DIRECTOR

In the matter of administrative proceedings
against **MARATHON PETROLEUM
COMPANY, LP**, a corporation organized
under the laws of the State of Delaware and
doing business at 1001 South Oakwood
Avenue in the City of Detroit, County of
Wayne, State of Michigan

AQD No. 2020-13

SRN: A9831

STIPULATION FOR ENTRY OF FINAL ORDER
BY CONSENT

This proceeding resulted from allegations by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Air Quality Division (AQD) against Marathon Petroleum Company, LP (Company), a corporation organized under the laws of the State of Delaware and doing business at 1001 South Oakwood Avenue, City of Detroit, County of Wayne, State of Michigan, with State Registration Number (SRN) A9831 (Facility). EGLE alleges that the Company violated Mich Admin Code, R 336.1901 (Rule 901), R 336.1910 (Rule 910), and the conditions of Renewable Operating Permit (ROP) No. MI-ROP-A9831-2012c. Specifically, EGLE alleges that the Company exceeded the particulate matter (PM) emission limit from the Crude/Vacuum Heater (EU05-CRUDEHTR-S1/EU04-VACHTR-S1) during a June 7, 2017 performance test; exceeded the hydrogen sulfide (H₂S) emission limit from the Heaters (FGHEATERS-S1) on October 18, 2017; failed to continuously monitor the Unifiner Flare (EUUNIFFLARE-S1) and the Coker Flare (EU-COKERFLARE-S1) during the third quarter of 2018; exceeded the PM emission limit from the Coker Heater (EU70-COKERHTR-S1) during an August 15, 2018 performance test; exceeded visible emission limits of opacity for the Fluid Catalytic Cracking Unit (EU11-FCCU-S1); failed to maintain the minimum inlet velocity to the primary internal cyclones of the Fluid Catalytic Cracking Unit (FCCU); and failed to properly vent and combust gases in the Coker Flare, as cited herein and in the Violation Notices dated September 8, 2017; December 5, 2017; November 8, 2018; December 20, 2018; April 12, 2019; and October 7, 2019.

On August 22-23, 2017; June 13, 2018; January 9-10, 2019; June 11-12, 2019; August 15, 2019; and October 31-November 1, 2019; the Company conducted performance tests and demonstrated compliance with the PM limit for the Crude/Vacuum Heater in MI-ROP-A9831-2012c. On December 4-5, 2018, the Company conducted a performance test and demonstrated compliance with the PM limit for the Coker Heater in MI-ROP-A9831-2012c.

In addition, EGLE alleges that the Company violated Rule 901 and emitted air contaminants from the Facility that caused unreasonable interference with the comfortable enjoyment of life and property on February 2, 2019; February 3, 2019; November 25, 2019; and December 15, 2019, as cited herein and on the Violation Notices dated February 22, 2019; April 12, 2019; December 9, 2019; and January 6, 2020. The Company and EGLE stipulate to the termination of this proceeding by entry of a Stipulation for Entry of a Final Order by Consent (Consent Order).

The Company and EGLE stipulate as follows:

1. The Natural Resources and Environmental Protection Act (NREPA), MCL 324.101 *et seq.*, is an act that controls pollution to protect the environment and natural resources in this State.
2. Article II, Pollution Control, Part 55 of the NREPA (Part 55), MCL 324.5501 *et seq.*, provides for air pollution control regulations in this State.
3. Executive Order 2019-06 renamed the Michigan Department of Environmental Quality as EGLE, and EGLE has all statutory authority, powers, duties, functions and responsibilities to administer and enforce all provisions of Part 55.
4. The EGLE Director has delegated authority to the Director of the AQD (AQD Director) to enter into this Consent Order.
5. The termination of this matter by a Consent Order pursuant to Section 5528 of Part 55, MCL 324.5528, is proper and acceptable.
6. The Company and EGLE agree that the signing of this Consent Order is for settlement purposes only and does not constitute an admission by the Company that the law has been violated.
7. This Consent Order becomes effective on the date of execution (effective date of this Consent Order) by the AQD Director.

8. The Company shall maintain compliance with the aforementioned regulations in accordance with the requirements contained in this Consent Order.

COMPLIANCE PROGRAM AND IMPLEMENTATION SCHEDULE

9. Rules

A. On and after the effective date of this Consent Order, the Company shall comply with Rule 901.

B. On and after the effective date of this Consent Order, the Company shall operate the Coker Flare in accordance with Rule 910.

10. Permit

A. On and after the effective date of this Consent Order, the Company shall comply with FGHEATERS-S1, Condition I.19 for the Crude/Vacuum Heater as specified in MI-ROP-A9831-2012c, as amended.

B. On and after the effective date of this Consent Order, the Company shall comply with FGHEATERS-S1, Condition I.19 for the Coker Heater as specified in MI-ROP-A9831-2012c, as amended.

C. On and after the effective date of this Consent Order, the Company shall comply with Condition II.1 for FGHEATERS-S1 as specified in MI-ROP-A9831-2012c, as amended.

D. On and after the effective date of this Consent Order, the Company shall comply with its approved Startup, Shutdown, and Malfunction Plan and General Condition 11.a for the FCCU as specified in MI-ROP-A9831-2012c, as amended.

E. On and after the effective date of this Consent Order, the Company shall operate the continuous emission monitoring system of the Unifiner Flare and the Coker Flare in accordance with FGFLARES-S1 Condition VI.1 of MI-ROP-A9831-2012c, as amended.

F. On and after the effective date of this Consent Order, the Company shall comply with 40 CFR 63.670(e) and 40 CFR 63.670(m) for the Coker Flare as specified in MI-ROP-A9831-2012c, as amended.

G. On and after the effective date of this Consent Order, the Company shall comply with the opacity limits in General Condition 11.a of MI-ROP-9831-2012c, as amended.

11. Testing and Operation

A. Crude/Vacuum Heater

1. Beginning in 2020, the Company shall conduct annual performance testing for PM emissions from the Crude/Vacuum Heater to evaluate compliance with the Crude/Vacuum Heater PM emission limits. The Company shall conduct the performance testing in accordance with the methods and procedures approved by the AQD Detroit District Supervisor and the AQD Technical Programs Unit Supervisor. After two (2) consecutive annual performance tests demonstrating compliance with the PM emissions limits, the Company shall comply with the testing frequency set forth in MI-ROP-A9831-2012c, as amended.

2. Within sixty (60) days after a completed performance test, the Company shall submit to the AQD Detroit District Supervisor and the AQD Technical Programs Unit Supervisor a test report, which includes the test data and results.

3. Not less than seven (7) days prior to any performance testing from the Crude/Vacuum Heater to evaluate compliance with the Crude/Vacuum Heater PM emission limits, the Company or an authorized agent shall notify the AQD Detroit District Supervisor and the AQD Technical Programs Unit Supervisor in writing of the time and place of the tests and who shall conduct them. A representative of the AQD shall have the opportunity to witness the tests.

B. Coker Heater

1. Upon the request of EGLE, the Company shall conduct performance testing for PM from the Coker Heater in accordance with the methods and procedures approved by the AQD Detroit District Supervisor and the AQD Technical Programs Unit Supervisor to demonstrate compliance with the emissions limitations specified in paragraph 10.B of this Consent Order. If testing is requested, it shall be conducted in accordance with the following schedule:

2. Within thirty (30) days after a request to test from the AQD, the Company shall submit a test plan to the AQD Detroit District Supervisor and the AQD Technical Programs Unit Supervisor for review and approval prior to testing.

3. No later than thirty (30) days following the AQD approval of a test plan submitted by the Company pursuant to paragraph 11.B.2, the Company shall conduct performance testing for PM from the Coker Heater.

4. Not less than seven (7) days prior to PM testing, the Company or an authorized agent, shall notify the AQD Detroit District Supervisor and the AQD Technical Programs Unit Supervisor, in writing, of the time and place of the tests and who shall conduct them. A representative of the AQD shall have the opportunity to witness the tests.

5. Within sixty (60) days after the test completion, the Company shall submit to the AQD Detroit District Supervisor and the AQD Technical Programs Unit Supervisor a test report, which includes the test data and results.

12. Plans and Procedures

A. Heaters

1. On and after the effective date of this Consent Order, the Company shall implement the Activities Involving Online Electrical Equipment: Risk Assessment, Checklist, & Approvals Form as approved. The Company shall have the form on-site at the Facility, available for review and inspection. The form shall be incorporated by reference into this Consent Order and shall be an enforceable part of this Consent Order.

2. By April 1, 2023, the Company shall have on-site at the Facility, available for review and inspection, a Refining Maintenance Procedure (RMP) related to performing on-line preventative maintenance on electrical equipment. The RMP shall include schematics, photos, and/or wiring diagrams. The Company shall submit to the AQD Detroit District Supervisor quarterly updates on the progress of the RMP by the 1st day of October, January, April, and July of each year, until the final RMP is finalized.

3. Within 30 days after the effective date of this Consent Order, the Company shall submit to the AQD Detroit District Supervisor, for review and approval, a Preventative Maintenance Plan (PMP) for the Crude/Vacuum Heater and the Coker Heater.

B. Continuous Emissions Monitoring System for Flares

1. Within ninety (90) days after the effective date of this Consent Order, the Company shall submit to the AQD Detroit District Supervisor, for review and approval, a plan describing the measures that will be implemented to minimize analyzer downtime during future scheduled maintenance periods requiring isolation of flare analyzers. The Company shall review the procedure annually and submit to the AQD Detroit District Supervisor, for review and approval, any material updates to the procedure by December 31 of each year. If no material updates are made to the procedure, the Company shall submit a written notification stating no updates were made to the procedure to the AQD Detroit District Supervisor by December 31 of each year.

C. Fluid Catalytic Cracking Unit

1. Within thirty (30) days after the effective date of this Consent Order, the Company shall submit, for review and approval to the AQD Detroit District Supervisor, an updated Startup, Shutdown, and Malfunction (SSM) plan for the FCCU. The updated SSM plan shall identify potential operating strategies during periods of startup, shutdown, and malfunction intended to minimize periods during which the FCCU operates on internal circulation or in hot standby, to minimize opacity exceedances during startup and shutdown.

D. Coker Flare

1. Within thirty (30) days after the effective date of this Consent Order, the Company shall submit to the AQD Detroit District Supervisor, for review and approval, an updated operations procedure for the Coker Flare. This operations procedure shall include weekly verification that the molecular seal drain line is operating properly, daily verification that the molecular seal drain line is operating properly during temperatures below freezing, and a winterization plan for the Coker Flare.

2. Within thirty (30) days after the effective date of this Consent Order, the Company shall submit to the AQD Detroit District Supervisor, for review and approval, an updated turnaround and major project verification checklist.

E. Post-Incident Community Air Monitoring

1. Within ninety (90) days after the effective date of this Consent Order, the Company shall submit to the AQD Detroit District Supervisor and the AQD Quality Assurance Coordinator, for review and approval, a plan for post-incident community air monitoring and response. This plan shall describe the Company's procedures for:

- a. Determining when post-incident community air sampling is conducted;
- b. Determining the radius of the monitored area;
- c. Determining the data to be collected;
- d. Determining the parameters to be measured;
- e. Reporting results to the AQD;
- f. Communicating information to the public, including information posted on the Company's website and communicated to local governments; and
- g. Determining when further communication or action may be necessary to respond to the incident.

F. Within ninety (90) days after the effective date of this Consent Order, the Company shall submit to the AQD Detroit District Supervisor, for review and approval, a refinery-wide winterization plan, which shall incorporate the Company's procedures for mitigating the effects of a loss of refinery steam supply.

13. Submittals

A. The plans described in paragraph 12, excluding those described in paragraphs 12.A.1 and 12.A.2, shall take effect upon written approval from the AQD Detroit District Supervisor or sixty (60) days after submittal, whichever is earlier. If within sixty (60) days after submittal of the plan, the AQD Detroit District Supervisor provides written notice that the plan is not adequate for its stated purposes, the Company shall resubmit the plan to address the deficiency within thirty (30) days of the deficiency notice.

B. If the Company proposes subsequent revisions to the approved plan, it shall follow the procedures in paragraph 13.A.

C. Upon approval of the plan and any subsequent revisions, the Company shall implement the plan as approved. The plans shall be incorporated by reference into this Consent Order and shall be made an enforceable part of this Consent Order.

SUPPLEMENTAL ENVIRONMENTAL PROJECT

14. In addition to the civil fine in this Consent Order for the violations alleged in the Violation Notice, the Company agrees to undertake the Supplemental Environmental Projects (SEPs) described in Exhibit A which is attached, incorporated by reference, and made an enforceable part of this Consent Order. Performance of the SEPs will benefit public health and the environment and the Company agrees to implement the SEPs in accordance with the details specified in Exhibit A and in accordance with the following terms and conditions below:

A. The total expenditure for the SEPs shall not be less than \$282,000.00. All costs of the SEPs shall be the responsibility of the Company. The Company certifies that any economic benefit, including tax abatement(s), tax credit(s), or similar tax relief, that the Company will realize as a result of the SEPs is detailed in Exhibit A. If, after the SEPs are fully and completely implemented, the actual expenditures for the SEPs totals less than \$282,000.00, then the Company shall pay to EGLE as a civil fine, within thirty (30) days after submission of the SEPs certificate of completion required in subparagraph F below, the difference between the actual expenditures and \$282,000.00.

B. The plans included as Exhibit A contains schedules, including specific dates for the implementation of the SEPs. The Company shall fully implement all aspects of the SEPs within the specified schedules.

C. The Company further certifies that the Company has not received, and is not presently negotiating to receive, a credit for the SEPs as part of any other enforcement action or any grant from the State, United States Environmental Protection Agency, or any other entity. The Company also certifies that the Company will not seek tax benefits following completion of the SEPs.

D. In the event the Company fails to fully and completely implement the SEPs as provided herein to the reasonable satisfaction of EGLE, EGLE will provide written notice to the Company describing the nature of the deficiency. The Company shall have thirty (30) days from receipt of the notice to submit documentation to the AQD Detroit District Supervisor demonstrating that the deficiency has been corrected. In the event the deficiency is not corrected to the

satisfaction of EGLE, the Company will be notified, and the Company shall be in violation of this Consent Order and required to pay a stipulated penalty of up to \$193,148.00 to EGLE within thirty (30) days after notification from EGLE. The amount of the stipulated penalty may be reduced or waived by EGLE if the Company made good faith and timely efforts to complete the project. Payment of a stipulated penalty under the terms of this paragraph shall satisfy the Company's obligation to complete the SEPs under this Consent Order. Payment of any stipulated penalty shall be made as outlined in paragraph 17.

E. The Company agrees that any public statement, oral or written, making reference to the SEPs shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action taken by EGLE for violations of air quality law."

F. No later than thirty (30) days after the completion of all activities specified in Exhibit A, the Company shall submit written certification of completion of the SEPs to the AQD Director demonstrating that all SEP activities specified in Exhibit A have been completed in accordance with the terms and conditions of this Consent Order and Exhibit A. The certification shall be accompanied by appropriate documentation (such as invoices, receipts, or tax statement) to verify the total expenditure made by the Company as a result of implementing the activities specified under Exhibit A, and to the extent possible, documentation supporting the quantification of benefits associated with the SEP and an explanation of how such benefits were measured or estimated. It shall be the sole determination of EGLE whether the Company has completely implemented the activities specified in Exhibit A of this Consent Order.

GENERAL PROVISIONS

15. This Consent Order in no way affects the Company's responsibility to comply with any other applicable state, federal, or local laws or regulations, including without limitation, any amendments to the federal Clean Air Act, 42 USC 7401 *et seq.*, Part 55 or their rules and regulations, or to the State Implementation Plan.

16. This Consent Order constitutes a civil settlement and satisfaction as to the resolution of the violations specifically addressed herein; however, it does not resolve any criminal action that may result from these same violations.

17. Within thirty (30) days after the effective date of this Consent Order, the Company shall pay to the General Fund of the State of Michigan, in the form of a check made payable to the "State of Michigan" and mailed to the Michigan Department of Environment, Great Lakes, and Energy, Accounting Services Division, Cashier's Office, P.O. Box 30657, Lansing, Michigan 48909-8157, a settlement amount of \$81,853.00, which includes AQD costs for investigation and enforcement. To ensure proper credit, all payments made pursuant to this Consent Order shall include the "Payment Identification Number AQD40201" on the front of the check and/or in the cover letter with the payment. This settlement amount is in addition to any fees, taxes, or other fines that may be imposed on the Company by law.

18. On and after the effective date of this Consent Order, if the Company fails to comply with paragraph 9.A of this Consent Order, the Company is subject to a stipulated fine of up to \$10,000 per violation per day. On and after the effective date of this Consent Order, if the Company fails to comply with paragraphs 9.B, 10, 11.A.1, 11.B.3, 12, or 13.C of this Consent Order, the Company is subject to a stipulated fine of up to \$5,000.00 per violation per day. On and after the effective date of this Consent Order, if the Company fails to comply with paragraphs 11.A.2, 11.A.3, 11.B.2, 11.B.4, 11.B.5, 13.A, or 13.B of this Consent Order, the Company is subject to a stipulated fine of up to \$2,500.00 per violation per day. The amount of the stipulated fines imposed pursuant to this paragraph shall be within the discretion of EGLE. Stipulated fines submitted under this Consent Order shall be by check, payable to the State of Michigan within thirty (30) days of written demand and shall be mailed to the Michigan Department of Environment, Great Lakes, and Energy, Accounting Services Division, Cashier's Office, P.O. Box 30657, Lansing, Michigan 48909-8157. To ensure proper credit, all payments shall include the "Payment Identification Number AQD40201-S" on the front of the check and/or in the cover letter with the payment. Payment of stipulated fines shall not alter or modify in any way the Company's obligation to comply with the terms and conditions of this Consent Order.

19. EGLE, at its discretion, may seek stipulated fines or statutory fines for any violation of this Consent Order which is also a violation of any provision of applicable federal and state law, rule, regulation, permit, or EGLE administrative order. However, the AQD is precluded from seeking both a stipulated fine under this Consent Order and a statutory fine for the same violation.

20. To ensure timely payment of the settlement amount assessed in paragraph 17 and any stipulated fines assessed pursuant to paragraph 18 of this Consent Order, the Company shall pay an interest penalty to the State of Michigan each time it fails to make a complete or timely payment under this Consent Order. The interest penalty shall be determined at a rate of twelve percent (12%) per year compounded annually, using the full increment of amount due as principal, calculated from the due date specified in this Consent Order until the date that delinquent payment is finally paid in full. Payment of an interest penalty by the Company shall be made to the State of Michigan in accordance with paragraph 17 of this Consent Order. Interest payments shall be applied first towards the most overdue amount or outstanding interest penalty owed by the Company before any remaining balance is applied to subsequent payment amount or interest penalty.

21. The Company agrees not to contest the legal basis for the settlement amount assessed pursuant to paragraph 17. The Company also agrees not to contest the legal basis for any stipulated fines assessed pursuant to paragraph 18 of this Consent Order but reserves the right to dispute in a court of competent jurisdiction the factual basis upon which a demand by EGLE of stipulated fines is made. In addition, the Company agrees that said fines have not been assessed by EGLE pursuant to Section 5529 of Part 55, MCL 324.5529, and therefore are not reviewable under Section 5529 of Part 55.

22. This compliance program is not a variance subject to the 12-month limitation specified in Section 5538 of Part 55, MCL 324.5538.

23. This Consent Order shall remain in full force and effect for a period of at least five (5) years. Thereafter, this Consent Order shall terminate only upon written notice of termination issued by the AQD Director. Prior to issuance of a written notice of termination, the Company shall submit a request, to the AQD Director at the Michigan Department of Environment, Great Lakes, and Energy, Air Quality Division, P.O. Box 30260, Lansing, Michigan 48909-7760, consisting of a written certification that the Company has fully complied with all the requirements of this Consent Order and has made all payments including all stipulated fines required by this Consent Order. Specifically, this certification shall include: (i) the date of compliance with each provision of the compliance program and the date any payments or stipulated fines were paid; (ii)

a statement that all required information has been reported to the AQD Detroit District Supervisor; (iii) confirmation that all records required to be maintained pursuant to this Consent Order are being maintained at the Facility; and, (iv) such information as may be requested by the AQD Director.

24. In the event Marathon Petroleum Company, LP sells or transfers the Facility it shall advise any purchaser or transferee of the existence of this Consent Order in connection with such sale or transfer. Within thirty (30) calendar days, the Company shall also notify the AQD Detroit District Supervisor, in writing, of such sale or transfer, the identity and address of any purchaser or transferee, and confirm the fact that notice of this Consent Order has been given to the purchaser and/or transferee. As a condition of the sale, Marathon Petroleum Company, LP must obtain the consent of the purchaser and/or transferee, in writing, to assume all of the obligations of this Consent Order. A copy of that agreement shall be forwarded to the AQD Detroit District Supervisor within thirty (30) days after assuming the obligations of this Consent Order.

25. Prior to the effective date of this Consent Order and pursuant to the requirements of Sections 5511 and 5528(3) of Part 55, MCL 324.5511 and MCL 324.5528(3), the public was notified of a 60-day public comment period and was provided the opportunity for a public hearing.

26. Section 5530 of Part 55, MCL 324.5530, may serve as a source of authority but not a limitation under which this Consent Order may be enforced. Further, Part 17 of the NREPA, MCL 324.1701 *et seq.*, and all other applicable laws and any other legal basis or applicable statute may be used to enforce this Consent Order.

27. The Company hereby stipulates that entry of this Consent Order is a result of an action by EGLE to resolve alleged violations of its facility located at 1001 South Oakwood, City of Detroit, County of Wayne, State of Michigan. The Company further stipulates that it will take all lawful actions necessary to fully comply with this Consent Order, even if the Company files for bankruptcy in the future. The Company will not seek discharge of the settlement amount and any stipulated fines imposed hereunder in any future bankruptcy proceedings, and the Company will take necessary steps to ensure that the settlement amount and any future stipulated fines are not discharged. The Company, during and after any future bankruptcy proceedings, will ensure that

the settlement amount and any future stipulated fines remain an obligation to be paid in full by the Company to the extent allowed by applicable bankruptcy law.

The undersigned certifies that he/she is fully authorized by the Company to enter into this Consent Order and to execute and legally bind the Company to it.

MARATHON PETROLEUM COMPANY, LP

RICHARDA A HERNANDEZ SR. VP EASTERN REFINING OPS
Print Name and Title

Richard Hernandez Signature Dated: JAN 22, 2021 Approved as to Form

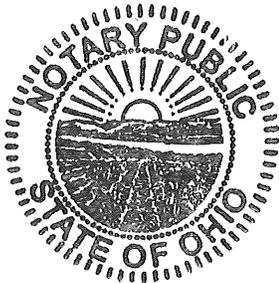
Subscribed and sworn to by the above signatory before me on this 22nd day of ^{BF}

January, 2021.

Joyce A Drake
Notary Public Signature

Joyce A. Drake
Notary Public Printed Name

4-15-23
My Commission Expires



JOYCE A DRAKE
Notary Public
In and for the State of Ohio
My Commission Expires
April 15, 2023

Approved as to Content:

Approved as to Form:

Mary Ann Dolehanty
Mary Ann Dolehanty, Division Director
AIR QUALITY DIVISION
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES
AND ENERGY

Neil Gordon
Neil Gordon, Section Head
ENVIRONMENTAL REGULATION SECTION
ENVIRONMENT, NATURAL RESOURCES,
AND AGRICULTURE DIVISION
DEPARTMENT OF ATTORNEY GENERAL

Dated: 2/1/2021

Dated: 1/31/2021

FINAL ORDER

The Director of the Air Quality Division having had opportunity to review this Consent Order and having been delegated authority to enter into Consent Orders by the Director of the Michigan Department of Environment, Great Lakes, and Energy pursuant to the provisions of Part 55 of the NREPA and otherwise being fully advised on the premises,

HAS HEREBY ORDERED that this Consent Order is approved and shall be entered in the record of EGLE as a Final Order.

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY



Mary Ann Dolehanty, Director
Air Quality Division

Effective Date: 2/1/21

Marathon Petroleum Company LP Proposal for Supplemental Environmental Project

Introduction

Marathon Petroleum Company LP (MPC) proposes this Supplemental Environmental Project (SEP) to offset a portion of the cash civil penalty associated with an administrative enforcement matter commenced by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and provide direct benefits to our surrounding community. MPC developed this SEP proposal in accordance with EGLE's policies and guidance related to SEPs.

In developing this SEP proposal, MPC solicited feedback from community stakeholders including MPC's Community Advisory Panel, community representatives from 48217, representatives from Detroit City Council, Detroit Public Schools (DPS), and the Sierra Club. Projects favored by community stakeholders focused on improving indoor air quality for students attending the Mark Twain School for Scholars. As a result, community members proposed the installation of air cooling and filtration systems for classrooms at the school. In addition to this project, MPC plans to implement a project that will create an online platform for community members to access real-time air monitoring data from the refinery's existing perimeter air monitoring system.

Based on stakeholder feedback, and consistent with EGLE's SEP policies, MPC proposes a SEP consisting of the two components summarized below. Appendices Detailing the individual projects are attached.

Project	Total Cost
Mark Twain School for Scholars Air Cooling/Filtration	\$500,000
Montrose Public Website for Real-Time Ambient Monitoring Data	\$39,760
Total SEP Package	\$539,760
Minimum SEP Expenditure (per Consent Order)	\$282,000

Appendices:

Appendix A – Mark Twain School for Scholars Air Cooling and Filtration

Appendix A.1 – JDI Feasibility Report

Appendix B – Montrose Public Website for Real-Time Air Monitoring

Appendix B.1 – Montrose Quote

Appendix C – Certification Letter of Expenditures by the Alleged Violator

Appendix A

1. Entity Subject to the Enforcement Action:

Marathon Petroleum Company, Michigan Refining Division
1001 S. Oakwood, Detroit, MI 48217, Wayne County

2. Regulatory Information

MPC is negotiating a settlement agreement with Michigan EGLE for several alleged violations of Michigan's environmental statutes and rules occurring between 2017 and 2020. Specifically, EGLE alleges that the Company violated Mich. Admin Code R 336.1901 (Rule 901), R 336.1910 (Rule 910), and the conditions of Renewable Operating Permit No. MI-ROP-A9831-2012c. MPC proposes completing this SEP to offset a portion of the cash civil penalty and provide direct benefits to our surrounding community. MPC developed this SEP proposal in accordance with EGLE's policies and guidance related to SEPs.

3. Project Name

Mark Twain School for Scholars Air Cooling and Filtration

4. Project Manager

Jeremy Beasley, Environmental Supervisor
1001 S Oakwood, Detroit, MI 48217
313-297-6346

5. EGLE Contact Person

Erin Moran, Enforcement Unit
Air Quality Division
Michigan Department of Environment, Great Lakes, and Energy
517-275-0883

6. Geographical Area to Benefit from the Project

Mark Twain School for Scholars
12800 Visger Street, Detroit, MI 48217, Wayne County

7. SEP Categories

This project will fall into the Public Health SEP Category with a focus on preventative care. The project will improve air quality in the classrooms, which has been proven to directly impact the cognitive development of students. In developing this SEP proposal, MPC solicited feedback from community stakeholders including MPC's Community Advisory Panel, community representatives from 48217, representatives from Detroit City Council, DPS, and the Sierra Club. The top priority for community representatives from the 48217 ZIP code was improving indoor air quality for school children attending the Mark Twain School for Scholars and these community members proposed the

retrofit of their current system to include air cooling and filtration systems for classrooms at Mark Twain.

8. Project Description

MPC will retrofit the existing air handling system at Mark Twain School for Scholars to include air conditioning, enhanced air filtration, and air purification using Global Plasma Solution Needlepoint Bipolar Ionization (NPBI). The JDI Group (JDI) evaluated the equipment setup and developed a quote for furnishing centralized air conditioning equipment and upgrading the existing filtration equipment (Appendix A.1). The project will improve public health and reduce pollution while providing benefit to school age children within the community. Community representatives for the 48217 ZIP code and Sierra Club proposed a project to improve indoor air quality at Mark Twain School for Scholars.

The filters currently installed on the school's air intake system are MERV 4 filters that have a < 20% efficiency and an arrestance rating that is 75% - 80%. Arrestance is a measure of the ability of an air filtration device to remove dust from the air (the higher the percentage the better). This project will use MERV 8 and MERV 13 filters in series on the combined fresh air and recirculated air supply. MERV 8 filters have a 30-35% efficiency and arrestance rating >90%. MERV 13 filters have a 70-75% efficiency and arrestance rating of >95%. The MERV 8 filters will be placed in front of the MERV 13 filters. This is recommended to help extend the useful life of the MERV 13 filters by removing a portion of the particles from the air so they will not become entrained on the MERV 13 filters. Also, the MERV 13 filter cost is significantly higher than the MERV 8, so using the dual filters is more cost effective.

Filters will be replaced at a minimum every 6-months for the MERV 8 and every 12-months for the MERV 13. However, this is general guidance and the true frequency of changeout may be shortened as determined by the pressure drop of the filter system. Pressure drop is a comparison of the pressure on the inlet vs. the outlet of the filters and is an indication of particles being built up on the filters and is measured in inches of water column (w.c.). Pressure drop increases over time as particles build up on the filter. This build up is referred to as "filter-cake" as the particles "cake" onto the filter. As filter-cake increases, the overall filtration capability of the filters increases due to the flow being more restricted, which results in more particles becoming entrained on top of other particles. The restriction in flow requires the HVAC fan to run harder in order to maintain a predetermined air turnover rate. To protect the fan motor from being damaged due to running harder over an extended period of time, a predetermined pressure drop (e.g. 0.4" w.c.) will be recommended by the engineering company designing the retrofitted HVAC system. This pressure drop will be monitored by a differential pressure gauge and the output will be tracked by the school's Maintenance Engineer on a log (provided by Marathon) and will be communicated to Marathon on a monthly basis so that replacement filters can be provided as needed.

After filtration the air will be purified using NPBI. NPBI uses ionization technology to safely introduces ions into the air stream. These ions, both positively and negatively charged, bind with particles of opposite polarity (charge) in the air, which allows the particles to combine with other particles in the air to form clusters. The cluster is larger than the individual particles, which makes them easier to catch in the filtration system. The ions also interact with pathogens to disrupt the surface proteins, which renders them inactive. This system is also effective at eliminating volatile organic compounds (VOCs) and odors by breaking them down into harmless compounds. Most importantly, this system is certified ozone-free.

DPS will manage the ongoing maintenance of the air cooling and filtration system after installation. Filter replacements will occur a minimum of twice per year for MERV 8 filters and annually for MERV 13 filters; however, changeout frequency may be sooner if the pressure drop reaches the recommended limit prior to the scheduled changeout. The minimum cost of filter changeouts will be approximately \$700 / yr for the MERV 8 filters and approximately \$5,600 / yr for the MERV 13 filters. The NPBI is low maintenance and will require an annual inspection. For the duration of the administrative consent order of which this SEP is a part, MPC will provide all replacement filters to the schools Maintenance Engineer, along with written instructions regarding how to change out the filters. MPC will also provide an annual inspection of the NPBI system prior to the beginning of each school year. Based on results from the inspection, MPC will cover the costs associated with maintenance of the NPBI system.

The retrofitted air cooling system will cost approximately \$7,100 per month to operate based on 8.5 cents per kW-hr. The system is expected to be used in April, May, August, and September (DPS administration staff utilizing the school during the summer). MPC has worked closely with DPS in developing and designing this project. DPS supports the project and will be able to operate and maintain the system.

9. Expected Environmental Benefits

This project will benefit the students, teachers, and staff of Mark Twain School for Scholars by providing relief from allergens by removing sub-micron particles such as pollens and dust mites as well as chemicals and noxious gases. The project will improve air quality in the classrooms, which has been proven to directly impact the cognitive development of students.

10. Project Budget

Work	Detail	Cost
AC Equipment for main fans #1 & #2 (40 ton and 115 ton units)	Furnish and install equipment, piping, supports, specialties, and sheet metal	\$221,000
Control Equipment for AC systems	Furnish and install components, devices, and wiring	\$14,000
Detail design of new systems including City permit	Secure service of licensed professional engineer to design and ensure install of AC equipment	\$40,000
Concrete pad and fencing	Secure service of licensed professional engineer to design and ensure install of refrigeration	\$20,000
Improvement of existing air filtration systems	Repairs and/or upgrades to existing filter racks. Addition of GPS NPBI	\$30,000

Maintenance	Detail	Cost
Replacement Filters	MERV 8: Provide replacement filters every 6 months*	\$350 per changeout; \$9.07 per filter
	MERV 13: Provide replacement filters every 12 months*	\$5,600 per changeout; \$151.11 per filter
Annual inspection of GPS NPBI	Provide annual inspection and cleaning of GPS NPBI	\$1,500
Electrical work	Providing new panel and power feed to condensers and controls	\$90,000
Duct work cleaning	Clean out duct work in building	\$15,000
Misc Items	Construction Management, equipment, rental, scaffolding, etc.	\$70,000
Project Total		\$500,000

*minimum changeout frequency based on engineering recommendation, but will be adjusted if pressure drop indicates a change is necessary

- a. For tax purposes, the company is a "C" Corporation.
- b. Capital Cost of the project: \$500,000
- c. Useful life of capital equipment in years: Retrofitted system will last as long as maintenance is maintained, MERV 8 filters will require change out at a minimum every 6 months, and MERV 13 filters will require change out at a minimum every 12 months
- d. One-time, non-depreciable costs and whether they are tax deductible: \$500,000, not deductible.
- e. Annual operational cost of the project: Onsite engineer will complete required maintenance and filter replacements. It will cost approximately \$7,100 per month for DPS to operate the air filtration and cooling system. New filters will cost approximately \$6,300 to replace annually.

11. Project Schedule

MPC will complete the project in accordance with the following schedule:

- a. Detailed Engineering to be completed by October 31, 2020;
- b. Orders for all equipment to be placed by December 31, 2020;
- c. Equipment to be procured by April 21, 2021;
- d. Construction and mechanical completion / startup by August 31, 2021.

12. Accounting

Purchase and installation will be tracked through receipts.

13. Reporting

Until the installation of the air cooling and filtration system is complete, MPC will submit quarterly reports to EGLE. The first quarterly report will be submitted 90 days from the effective date of the administrative consent order of which this SEP is a part. Each report will at a minimum contain the following information:

- Progress updates on the project (based on Project Schedule).
- Total financial spend on the project.
- Any changes that might impact spend, deadlines, or project scope.

Upon completion of the installation of the air cooling and filtration system, MPC will transition to semi-annual reports, which will be submitted no later than March 15th and September 15th of each calendar year for the duration of the administrative consent order of which this SEP is a part. Each report will at a minimum contain the following information:

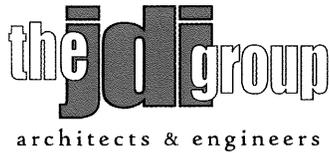
- Status of filter changeouts (e.g. copy of the pressure drop log, dates replacement filters provided to the school and dates filter replacements occurred).
- Any preventative maintenance records for which MPC is involved with (i.e. inspection of purification system, filters banks, etc.).
- Any system modifications that stem from periodic inspections performed by MPC.
- Any information that is relevant to the ongoing performance of this system.

Upon completion of the SEP, MPC shall submit a final report that includes:

- Appropriate documentation to verify total expenditures as a result of implementing the activities, such as invoices, receipts, records.
- To the extent possible, documentation supporting the quantification of benefits associated with the SEP and an explanation of how such benefits were measured or estimated.

14. Prior Commitments and/or Regulatory Requirements - NA

Appendix A.1 – JDI Feasibility Report



360 W. Dussel Drive
Maumee, OH 43537
|P| 419.725.7161
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Mark Twain School HVAC Project Feasibility Study Report

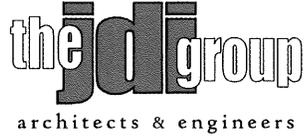
Prepared for

**Marathon Petroleum Company
Michigan Refining Division**

Prepared by

the jdi group, inc.
architects & engineers

October 15, 2020



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**Mark Twain School for Scholars
12800 Visger Street
Detroit, MI 48217**

Project Background:

The Mark Twain School for Scholars is part of the Detroit Public Schools Community District. It is located approximately 2 miles from the Marathon Petroleum Corporation Michigan Refining Division. The school is made up of an original building portion built in the 1930s and a connected annex constructed in the 1980s. The original portion of the school is approximately 60,000 sq. ft. and consists of classrooms, corridors, office areas, toilet rooms, an auditorium and a library. The newer annex is approximately 28,000 sq. ft. and is made up of classrooms, corridors, a gymnasium, locker rooms and a cafeteria.

The newer annex is a single-story building. Its heating and cooling needs are served by unitary roof-top units. These units include mechanical cooling sections that provide cool air during summer months for occupant comfort. The older original school building is comprised of two floors and a basement. In the basement are steam boilers that serve the heating needs of the original school building areas. The heated air serving the original school is distributed to areas from two air houses located in the basement. The air houses consist of steam coils, filter racks and centrifugal fans that move return and outside air across the steam coils and then distribute the heated air to the different building areas through supply air tunnels and ductwork. The air houses and air distribution system supplying the original school building has heating capabilities, however, there is no cooling capabilities.

This feasibility study is to investigate and assess how mechanical cooling can be added to the original building portion of the Mark Twain School for Scholars in an economical manner. The air filtration and odor control of the supply air will also be addressed in this assessment.

Overview:

The Marathon Petroleum Corporation Michigan Refining Division has agreed to investigate the complications and cost of adding mechanical cooling equipment to the original building portion of the Mark Twain School for Scholars. The involvement of Detroit Public School officials, mechanical contractors, consulting engineers and equipment suppliers, has led to the determination that the most cost-effective manner to add cooling capabilities to the original building is by adding cooling coils to the existing two air houses that supply air to the entire building. Other options of adding individual split cooling systems to each room or adding new, separate air handlers to the existing air distribution system would be cost prohibitive.



The most economical cooling system would be with the use of a refrigerant in a compressor, condenser coil, expansion valve and evaporator coil cycle. Having the evaporator coil in the building's air stream and using this as the cooling coil would be the least costly and still be effective rather than using water and having a second heat transfer loop such as with a chiller. The use of an outdoor condensing unit for each air house which would include compressors and condenser coils, and having the expansion valves and evaporator coils at the air houses is the recommended equipment layout.

Air House No. 1 serves approximately 44,000 sq. ft. of the first and second floors and has a fan capacity of 40,000 CFM. To cool this air stream from inlet conditions of 76.5°F EDB/63.6°F EWB to outlet conditions of 52.4°F LDB/51.7°F LWB, two (2) 108" wide x 54" high coils would be used with an outdoor condensing unit rated at 115 tons, nominal. This condensing unit would have two (2) refrigerant circuits with three (3) compressors on each circuit and require a 225 Amp electrical circuit using 480 VAC/3-phase power.

Air House No. 2 serves approximately 14,700 sq. ft. of the first and second floors and has a fan capacity of 15,000 CFM. To cool this air stream from inlet conditions of 76.5°F EDB/63.6°F EWB to outlet conditions of 52.8°F LDB/52.2°F LWB, two (2) 60" wide x 42" high coils would be used with an outdoor condensing unit rated at 40 tons, nominal. This condensing unit would have two (2) refrigerant circuits with two (2) compressors on each circuit and require a 100 Amp electrical circuit using 480 VAC/3-phase power.

Both condensing units would be located to the north of the building's boiler room, positioned on concrete equipment pads, and a 7' high chain link fence would surround the outdoor equipment. The refrigerant piping would be routed from the condensing units along the exterior wall of the school and enter the basement through an existing window panel located high in the boiler room.

The air houses each have an existing flat filter bank of 2" pleated, throw away, MERV 8 filters. These filter banks will be removed in each air house to make clearance for the cooling coils. A new filter bank will be installed in each air house, upstream of the new cooling coils. These new filter banks that will support MERV 8 pre-filters followed by MERV 13 final filters. This increase in efficiency will increase overall school air quality.

Unwanted odors in the air being distributed throughout the original school building will be addressed by the adding a commercial grade modular needlepoint bipolar ionization system downstream of the new filter banks and downstream of the new cooling coils. These units create a plasma field of high concentration ions which attach to particles, pathogens and gas molecules. The ions help agglomerate particles, kill pathogens by removing life-sustaining hydrogen from them, and breakdown VOCs.



Controls for the cooling system will consist of temperature sensors in the return air stream and in the supply air stream. Each condensing unit will have its multiple compressors staged for partial load conditions to maintain the return air temperature from the building areas at the desired set point temperature. Controls for the odor neutralizer units will be through the air house fans. When the air house fans are energized, the units will be energized. A safety switch will be included on air house access doors that will de-energize the unit upon the access door opening.

The existing 480V power system is provided by DTE Energy from a 300kVA utility owned transformer. There is space available in the existing 480V, 3P, 4W power panels HPP1 and HPP2. New circuits will be installed to provide power for the new (2) new condenser loads.

Air House #1 and Air House #2 will each have a new ionization units requiring 120V power. The nearest existing 120V power panel will be utilized to provide a shared circuit for both ionization units IU-1 and IU-2. Each unit will be wired so the ionization unit is energized when the air fan is energized, and de-energized when the air house fan is de-energized.

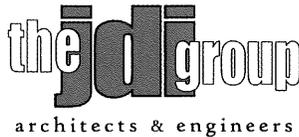
One LED light fixture, light switch and convenience receptacle will be installed to service both CU-1 and CU-2. A new 20A, 120V circuit will be installed from an existing power panel in the newer school electric room.

Recommended Scope:

The following is an outline summary of the recommended scope for the project. It is not intended to provide full detail of the construction, materials, or finishes required for a complete project. When the words "provide(d)" or "install(ed)" are used in this report they refer to construction by a qualified contractor.

General Trades and Structural:

1. A new equipment pad on grade will be installed by undercutting the site subgrade by 12" below the top of the new pad, proof-rolling and proof-compacting the exposed surface to detect any soft areas and densify any surficial loose soils. A 6" layer of aggregate will be placed across the prepared subgrade. A 6" reinforced concrete pad will then be formed and poured to support the two (2) condensing units. Backfilling will take place around the perimeter of the new equipment pad. The pad will extend beyond the perimeter of the equipment by at least 12" on all sides.
2. A 6' high chain link fence will be provided around the two (2) condensing units. Posts to be Schedule 40 galvanized, wire to be 9 gauge of galvanized steel, and 3 strand barb wire will be included. Posts to be set in concrete anchors and man-gate to be included.
3. One of the existing window panels on the north wall of the basement will be used for liquid and suction refrigerant lines that will be routed between the condensing units and the cooling coils located in the basement air houses. The lines will be copper and fully insulated with closed cell elastomeric foam insulation.

**Mechanical:**

1. The existing filter rack in each of the two air houses will be removed and any spacer panels between the inside walls, ceiling and floor of the air houses, and the filter frames will be cut out flush to the air house surfaces.
2. The drain pans inside each of the two air houses will be removed, and their drains will be cut back to the air house walls for use by new cooling coil drain pans.
3. Each air house will have an evaporator coil installed upstream of the fan inlets. These coils will be centered and positioned high in the sheet metal housings and will have sheet metal installed to fill all air gaps between the housings and the coil perimeters. Refrigeration inlet and outlets will be extended to the outside of the housing.
4. Each installed evaporator coil will have a condensate drip pan costume fabricated and positioned along the bottom of the coil. These pans will be sloped, made out of stainless steel, and will drain out of the air houses and routed to floor drains in the basement.
5. Two (2) condensing units, one rated at 115 nominal tons and the other rated at 40 nominal tons, will be purchased, delivered, unloaded, and installed on the new equipment pad located north of the outside staircase leading to the basement boiler room. Adequate clearance will be provided based on the manufacturer's installation recommendations.
6. ACR copper piping will be routed from each condensing unit to each condenser coil. Each condensing unit will have two (2) refrigerant circuits and each circuit will have a liquid supply line to the coil and a gas suction line from the coil. The lines will be routed from the condensing units along the school's exterior wall and will enter the basement through an existing window frame. The lines will be insulated and be sized and routed for proper oil management and pressure drop.
7. The refrigerant utilized will be R-410a. Specialties in the refrigerant circuits such as thermal expansion valves, filter dryers and recovery/charging valves will be installed.
8. Temperature transmitters will be installed upstream and downstream of the evaporator coils. The sensors will be wired back to the condensing units and a remote set point thermostat will be installed near each air house's fan VFD speed controller.
9. A modular needlepoint bipolar ionization unit will be installed downstream of each of the evaporator coils. These units will attach to the air house coils and be serviceable from inside the housing.
10. 24" x 24" filter frames will be installed in each air house upstream of the new cooling coils. Air House No. 1 will have a 5 x 5 grid of filter frames to create 100 sq. ft. of face area. Air House No. 2 will have a 3 x 4 grid creating 48 sq. ft. of filter face area. Each frame will include a neoprene filter seal, holding clips and a 2" thick MERV 8 disposable pre-filters and 12" thick disposable MERV 13 final filters. Sheet metal will be installed to fill all air gaps between the housings and the exterior frames.



Electrical:

1. New power circuits shall be provided for the (2) two new condensers from the existing 480Y/277 V, 3P, 4W power panels HPP1 and HPP2, located in the electric room of the newer building. New fusible switches will be furnished and installed in the empty spaces in each of these panels as follows;

<u>Panel Name</u>	<u>Equip. Serviced</u>	<u>Switch/Fuse Size</u>	<u>Eaton C-H Part #</u>
HPP1	CU-1 (115 Ton)	400AS / 225AF	FDPW365J
HPP2	CU-2 (40 Ton)	100AS / 100AF	FDPW363J

2. Above grade inside conduit/wire, continued with underground outside conduit/wire shall be routed, from their respective existing panels to each of the new condensers disconnect switches as follows;

<u>Equip. Serviced</u>	<u>Conduit / Wire Size</u>
CU-1 (115 Ton)	2" C – (3)1/C #4/0AWG W/#2GND
CU-2 (40 Ton)	1½" C – (3)1/C #2AWG W/#8GND

3. A ¾" x 10' copper weld ground rod will be installed between the new condenser units. Cadweld (2) two #2/0 bare copper ground wires to the ground rod. Route one to each of the condensers, and mechanically connect to the frames of CU-1 and CU-2.
4. Power circuits shall be provided for each of the (2) two new needlepoint bipolar ionization units from the nearest existing 120/208V, 3P, 4W2 power panels. IU-1 is located in Air House #1 and IU-2 is located in Air House #2, in the basement of the older building. Provide new 20A, 1-pole circuit breakers in an empty spaces that are compatible with the existing panel as follows;

<u>Equip. Serviced</u>	<u>Exist. Panel-Breaker Space</u>
IU-1 (120V)	LPJ-17
IU-2 (120V)	LPX-11

5. Conduit/wire shall be routed from each of the existing panel to each of the new ionization unit controller as follows;

<u>Equip. Serviced</u>	<u>Conduit / Wire Size</u>
IU-1	¾" C – (2)1/C #12AWG W/#12GND
IU-2	¾" C – (2)1/C #12AWG W/#12GND

Wire so the ionization unit is energized when the air fan is energized.

6. Wall mount (1) one GFCI convenience receptacle and (1) one light switch with (2) two LED light fixture at condenser units CU-1 and CU-2. One new power circuit shall be provided 120V power circuit will be provided from an existing 120V power panel located in the electric room of the newer building. Above grade inside conduit/wire, continued with underground outside conduit/wire shall be routed from the panel to the GFCI receptacle, switch and (2) LED lights. Weather proof covers shall be installed on



the switch and receptacle. A new 20A/1-pole circuit breaker will be provided if no existing is available and installed in an empty space in the existing panel as follows;

<u>Exist. Panel</u>	<u>Equip. Serviced (voltage/amperage)</u>	<u>Breaker</u>
RP-X	Receptacle, switch and (2) LED lights	20A/1-pole

7. Conduit/wire shall be routed from the existing 120/208V 3P, 4W panel in the electric room to receptacle, switch and (2) LED lights as follows;

<u>Equip. Serviced</u>	<u>Conduit / Wire Size</u>
Receptacle, switch and (2) LED lights	¾" C – (2) 1/C #12AWG W/#12GND

Construction Strategy, Milestones and Costs:

The most effective construction strategy is executing the entire project from demolition to new construction in one phase. Since disruption to the school’s HVAC system will need to occur, this work will have to be completed during summer months when students are on break.

The selected delivery method should provide independent and competitive pricing, pre-qualification of bidders, invitation only bidding, and have a mechanical contractor act as the prime contractor for this project.

Major Milestones:

Feasibility Study Completion	August 20, 2020
Detail Design Completion	December 18, 2020
Bid Invitation, Review and Contractor Selection	Spring 2021
Construction Start and Completion	Summer 2021

Costs:

The summation of material and labor estimates to add cooling capacities, odor control and upgrades to the filtration of the two air houses serving the original building portion of the Mark Twain School for Scholars is \$628,724.



Mark Twain School HVAC Project Feasibility Study Report

Appendix A - Cost Estimate

Appendix B**1. Entity Subject to the Enforcement Action:**

Marathon Petroleum Company, Michigan Refining Division
1001 S. Oakwood, Detroit, MI 48217, Wayne County

2. Regulatory Information

MPC is negotiating a settlement agreement with Michigan EGLE for several alleged violations of Michigan's environmental statutes and rules occurring between 2017 and 2020. Specifically, EGLE alleges that the Company violated Mich. Admin Code R 336.1901 (Rule 901), R 336.1910 (Rule 910), and the conditions of Renewable Operating Permit No. MI-ROP-A9831-2012c. MPC proposes completing this SEP to offset a portion of the cash civil penalty and provide direct benefits to our surrounding community. MPC developed this SEP proposal in accordance with EGLE's policies and guidance related to SEPs.

3. Project Name

Real-Time Environmental Data

4. Project Manager

Jeremy Beasley, Environmental Supervisor
1001 S Oakwood, Detroit, MI 48217
313-297-6346

5. EGLE Contact Person

Erin Moran, Enforcement Unit
Air Quality Division
Michigan Department of Environment, Great Lakes, and Energy
517-275-0883

6. Geographical Area to Benefit from the Project

Direct benefit to refinery surrounding communities, including Melvindale, Dearborn, River Rouge and Metro Detroit.

7. SEP Categories

This project will fall into the Emergency Planning and Preparedness SEP Category. Montrose's public webpage will be a clear communication system between the plant and the community. It will be a tool that the community can utilize to view information that can help them be more informed about real-time emissions that could impact them.

8. Project Description

Montrose is a third-party consultant that manages MPC’s Photochemical Assessment Monitoring Stations (PAMS). Montrose’s public webpage will be a software platform that can provide real-time environmental data from the Detroit Refinery that can be accessed by the community using the Detroit Refinery community website (www.detroitrefinery.com). A dashboard will be provided that has real-time and historic air quality data compared to national air quality limits. Data would be provided by the existing four PAMS that monitor carbon monoxide (CO), particulate matter equal to or less than 10 microns (PM10), sulfur dioxide (SO2) and total reduced sulfur (TRS) at the facility boundaries. Results for volatile organic compounds (VOCs), though not available in real-time due to samples being collected every 6-days, will also be reported on the community webpage. Through this SEP, MPC commits to maintaining this platform for a minimum of three years.

9. Expected Environmental Benefits

Use of the Montrose public webpage is innovative and will benefit the public by providing real-time data at the refinery perimeter to address concerns related to a refinery emergency event or day-to-day operations. The tool would indicate wind direction and concentration levels that would lead to increased action by vulnerable individuals that are sensitive to odors or air contaminants. It will be an enhancement to emergency preparedness procedures that are utilized in the surrounding communities, such as the existing ozone information provided by EGLE’s Air Now website. This tool could also be utilized by EGLE and MPC to support investigation efforts.

10. Project Budget

	Cost per year	Total
Development of the System		\$10,960
Annual Fee (3 years)	\$9,600	\$28,800
Total Project Cost:		\$39,760

- a. For tax purposes, the company is a “C” Corporation.
- b. Capital Cost of the project: \$39,760
- c. Useful life of capital equipment in years: Online system
- d. One-time, non-depreciable costs and whether they are tax deductible: \$27,500; not deductible.
- e. Annual operational cost of the project: \$9,600

11. Project Schedule

The site will be fully operational and available to the community within 30 days of the effective date of the Consent Order.

12. Accounting

Purchase and installation will be tracked through receipts.

13. Reporting

MPC will submit an annual report to EGLE stating the progress and the amount spent. The first report will be submitted 90 days from the effective date of the administrative consent order of which this SEP is a part. Each report will at a minimum contain the following information:

- Total financial spend on project to date
- Any changes that might impact spend, deadlines, or project scope.
- Any information that is relevant to the ongoing performance of this system.

Once the project is complete, MPC will submit a report to EGLE. The report will be submitted within 90 days of website launch and will at a minimum contain the following information:

- An overview of the online system.
- Total financial spend on the project.
- Plans for introducing the website to members of the community.
- Any changes that might impact spend, deadlines, or project scope.
- To the extent possible, documentation supporting the quantification of benefits associated with the SEP and explanation of how such benefits were measured or estimated.

14. Prior Commitments and/or Regulatory Requirements - NA

Appendix B.1 – Montrose Quote



October 3, 2020

Proposal No. 140922-138250

Mr. Kevin Lepak
Advanced Environmental Professional
Marathon Petroleum Company LP
Michigan Refining Division
1001 S. Oakwood Street
Office: 313-297-6075
Email: krlepak@marathonpetroleum.com

Subject: Development and Maintenance of a Public Access Website for the Marathon Detroit Refinery Perimeter Air Monitoring Stations (PAMS)

Dear Mr. Lepak,

In response to your request, Montrose Air Quality Services LLC (Montrose) is pleased to submit our proposal for development and implementation of a new public access website that presents the monitoring data for the Perimeter Air Monitoring Stations (PAMS). The establishment of a new, publicly-accessible website that presents current and historical PAMS monitoring data is anticipated to be a component of a Consent Agreement pending for the Marathon Michigan Refining Division (Marathon) and the State of Michigan Department of Environment, Great Lakes and Energy (EGLE).

1. BACKGROUND

Beginning in 2008, Montrose (then operating as "Enviroplan") worked closely with Marathon to design the PAMS monitoring program and develop a state-approved Air Monitoring Plan for the PAMS project. We subsequently assisted with monitoring site selection, assisted in developing the monitoring station specifications, developed a state-approved Quality Assurance Project Plan (QAPP) for the PAMS, furnished, installed and, in December 2011, formally commissioned the monitoring stations. Since then, Montrose has operated and maintained the PAMS monitoring project for Marathon and consistently produced high quality ambient air measurement data that typically exceeds all data quality objectives defined for the project in the QAPP.

Additionally, in 2011, at Marathon's request, Montrose established and continues to maintain a secure data website with data updated every hour for Marathon's internal use. The existing PAMS data website is hosted by DR DAS, our subcontractor who also furnished the Envidas and Envista data acquisition and data management systems used in the PAMS. It should be noted that DR DAS data acquisition and management systems are used by the MI EGLE, numerous other U.S. state agencies, as well as a number of foreign countries and municipalities for state-agency air monitoring networks. DR DAS designs and hosts websites that acquire, update and present the air quality and meteorological data produced by these networks to provide public access to real-time air quality conditions and associated monitoring data.



Although the existing PAMS data website has served Marathon's needs to date, it was not designed or intended for use by the general public. The pending requirement to establish and maintaining a PAMS website for public access requires a complete re-design and upgrade of the existing PAM website so that it is faster, more appealing, and presents near real-time and historical data, as well as resource information, in a manner appropriate to both non-technical users and more knowledgeable individuals. It is anticipated that Marathon would benefit by having a new PAMS website partitioned with sections accessible only to authorized Marathon and Montrose personnel. The secured website sections will permit authorized users to produce and download customizable data reports.

2. FEATURES AND REQUIREMENTS FOR THE NEW PAMS PUBLIC WEBSITE

The requirements and features desired for the new PAMS website were discussed at length in a September 15, 2020 conference call that included Marathon, Montrose and DR DAS, Ltd. (DR DAS is a Montrose subcontractor for the PAMS who supplied the Envidas and Envista data acquisition systems for the PAMS monitoring project and who also hosts the current secure PAMS data website). Marathon subsequently provided the following summary of content and features desired for the new website:

1. Education: The website shall describe the contaminants monitored in the PAMS and include examples of area sources with a link to additional information.
2. A map that depicts the general area of the Marathon Detroit refinery location and icons representing the locations of each PAMS monitoring station.
3. A drop-down menu for each monitoring station icon on the map. The drop-down menu will auto-populate with the current contaminant measurement data and educational information.
4. Contaminant values should include the EPA Air Quality Index (AQI) color-coded range for the values related to potential health and exposure (e.g., green = "Good"; orange = Unhealthy for Sensitive Groups, etc.). The contaminant concentration should also be shown in measurement engineering units (e.g., ppb, $\mu\text{g}/\text{m}^3$, etc.). Depictions of contaminant values should also include a "Below Detection" designation with explanation.
5. The website should display a chart with a time scale (e.g., a 24-hour interval) with the ability to mouse over the chart time scale and instantly display the concentration in the chart and on the map with updated weather.
6. The website should include a section that displays Total VOC measurements (i.e., the 24-hour, time-integrated samples collected at 6-day intervals at each of four PAMS sites). VOC data should be updated on the website as the data becomes available.
7. The website should include a "Resources" section that provides visitors with more in-depth information regarding contaminants and associated potential health concerns.
8. The website should have a fast information update rate.



9. The appearance and graphic design for the new website should be user-friendly and modern (relative to the appearance of the existing PAMS website).

Marathon has referred Montrose (and our subcontractor, DR DAS) to the public access website established for the Marathon Martinez, CA refinery as a conceptual example of the features and performance desired for the new Marathon Detroit refinery PAMS public access website (URL for the Marathon Martinez refinery website: <https://marathonmartinez.com/measurements.html>).

3. DEVELOPMENT PLAN FOR NEW MARATHON PAMS WEBSITE

Montrose and DR DAS have discussed with Marathon the features and performance desired for the new PAMS public access website. Montrose and DR DAS have also conferred extensively regarding the design, establishment and hosting of a new PAMS website that will include the features and performance criteria described above. As mentioned in Section 1 of this proposal, DR DAS has designed and hosts publicly-accessible websites for numerous U.S. State environmental agencies and foreign government agencies to meet the same purpose and objectives intended for the new Marathon PAMS website. Links to some of these websites include:

- [Oregon, USA](#) Oregon - Department of Environmental Quality
- [Hawaii, USA](#) Hawaii - Department of Health
- [Wisconsin, USA](#) Wisconsin Department of Natural Resources - Coming Soon
- [Washington, USA](#) Washington State
- [South Africa](#) South Africa - SAAQIS
- [Juarez, USA and Mexico](#) Paso Del Norte Joint Advisory Committee (JAC)

Montrose and DR DAS have identified various features and elements of the websites listed above that can be incorporated in custom-designed web pages to provide a new PAMS website that has the features, information resources and performance criteria listed in Section 2 for the new PAMS public access website.

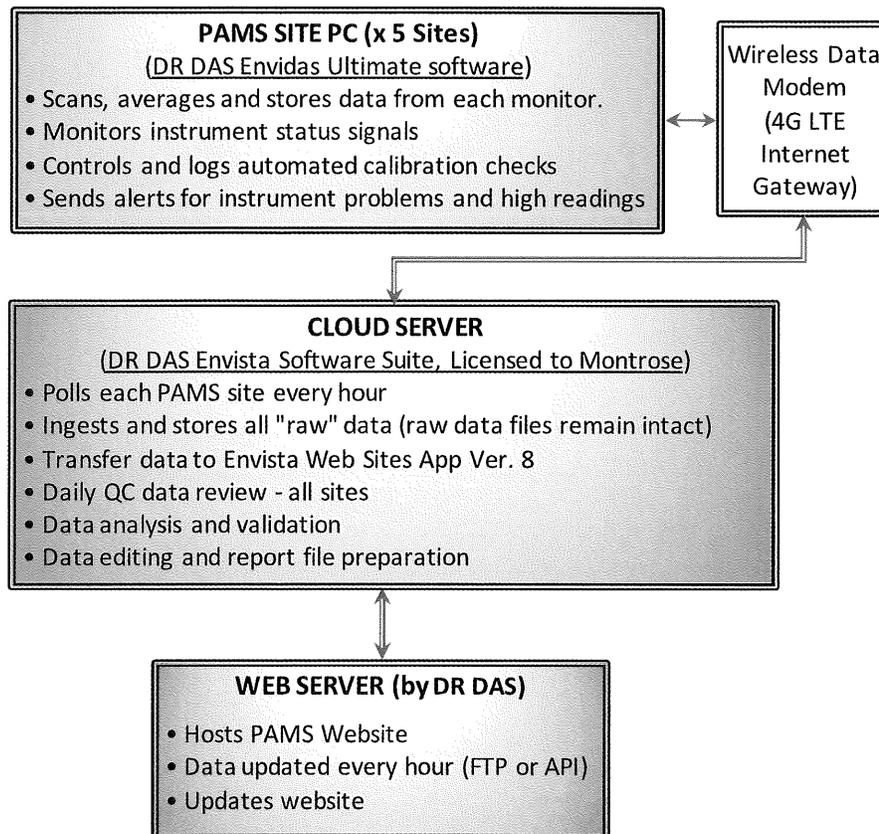
The websites listed above are hosted by DR DAS using the Envista Web Sites Version 8 software package and Windows 2016 servers equipped with 8-core CPUs and 16 Gb of RAM. The DR DAS servers regularly support up to 2,000 simultaneous website users while maintaining fast website speeds. If website traffic exceeds these numbers, DR DAS can add additional server resources to maintain website performance.

To meet the performance goals for the new PAMS website, the website will be hosted by DR DAS using the type of web server described above, which will maintain fast website speed and performance. Additionally, Montrose will upgrade its Envista software license to the most recent Envista software suite, including Envista Web Sites Version 8. The Envista software will run on a cloud-based service provided by DR DAS. This will improve reliability and speed for Montrose's internal data acquisition, data management and data reporting operations, and concomitantly improve acquisition and transfer of the "raw" (non-quality-assured) data from each PAMS monitoring site for ingest by Envista, transfer and display on the new website. Figure 1 provides



a simplified flow diagram of PAMS data from production at the monitoring stations to Envista and the proposed the new PAMS website.

FIGURE 1: PAMS DATA FLOW DIAGRAM



Montrose and DR DAS estimate a prototype of the new PAMS website can be developed and be running for evaluation and comment by Marathon by early November 2020. Montrose and DR DAS are confident that a customized version of existing Envista website software features will meet the goals for the new PAMS website. As stated above, it is anticipated that Marathon would benefit by having the new PAMS website partitioned with sections accessible only to authorized Marathon and Montrose personnel. The secured website sections will permit authorized users to produce and download customizable data reports. Consequently, we assume that the current, existing PAMS data website will cease being operated and maintained after the new public access website goes "live". Marathon will be provided secure login credentials to access and use the secured sections of the new PAMS website to generate and download reports of PAMS monitoring data as-needed.

Any substantive modifications requested by Marathon for the prototype website will be discussed and evaluated. Every effort will be made to accomplish any modifications using existing Envista Web Sites Version 8 tools and modules. A modest budget is included in our commercial offering for development of new website software or modifying existing Envista



website software modules if necessary. A finalized version of the new PAMS website is estimated to be operational in December 2020. The existing Marathon PAMS website will be discontinued after the new public access website is operational.

Montrose will maintain the new PAMS public access website in lieu of maintaining the existing PAMS website. This service is considered part of our existing scope of services supplied to Marathon for the PAMS project. The cost of maintaining the PAMS website will continue to be included in our recurring monthly fixed-fee invoicing to Marathon for supply of comprehensive monitoring support services for the PAMS project.

4. COMMERCIAL OFFERING

This section presents our commercial offering for performing the scope of work described in Sections 2 and 3 of this proposal.

Montrose proposes to perform the work to develop the new PAMS public access website on a Time and Expense (T&E) basis with an estimated total website development cost of \$10,960. Table 1 in this section presents the estimated costs for labor and expenses for performing the work. This offering is subject to the terms and conditions contained in Section 4.1 of this proposal.

TABLE 1: Cost Estimate for New Public Access Website for Marathon Detroit Refinery PAMS						
Task No.	Task Description	Personnel	Hourly Rate	Hrs.	Amount	
1.	Develop prototype PAMS website for evaluation and comment.	Sr. Project Manager	\$165.00	12	\$1,980	
		Project Manager	\$120.00	10	\$1,200	
		Software Development Expense (24 Hours, DR DAS)				\$3,600
		Administrative Fee on Expenses (10%)				\$360
		Subtotal, Prototype PAMS Website				\$7,140
2.	Revise and finalize new PAMS website	Sr. Project Manager	\$165.00	8	\$1,320	
		Project Manager	\$120.00	8	\$960	
		Software Development Expense (9.3 Hours, DR DAS)				\$1,400
		Administrative Fee on Expenses (10%)				\$140
		Subtotal, Finalize PAMS Website Design				\$3,820
Total Estimated Cost for PAMS Public Access Website					\$10,960	

NOTE: Montrose anticipates the monthly fixed-fee cost for PAMS monitoring services will increase starting January 2021 by \$800/Mo. (\$9,600 per year) due to increased costs for hosting the new PAMS website.



4.1 Project-Specific Commercial Terms and Conditions

1. This commercial offering is for performing the scope of work described in Sections 1 and 2 of this proposal.
2. Costs quoted in Table 1 exclude obtaining and securing rights to a new domain name for the new PAMS public access website. Marathon will be responsible for obtaining and securing rights to any new domain name for the new PAMS website, including all costs associated with obtaining, registering and maintaining the domain name for the new website.
3. The estimated costs quoted in Table 1 assume that existing Envista Web Sites Version 8 software tools and modules will adequately provide the features, functions and performance objectives desired for the new PAMS public access website. Table 1 includes 33 hours of contingency software development costs performed by DR DAS. In the event that additional software development time is required to meet PAMS website design and performance objectives, additional costs may apply. If additional software development costs become necessary, Montrose will provide an estimate of those additional costs to Marathon.
4. The costs quoted in Table 1 exclude on-going costs for hosting the new PAMS public access website and on-going software support services provided by DR DAS. Those costs are included in the fixed-fee cost invoiced monthly to Marathon by Montrose for supply of comprehensive monitoring services for the PAMS project. **NOTE:** Montrose anticipates the monthly fixed-fee cost for PAMS monitoring services will increase starting January 2021 by \$800/Mo. (\$9,600 per year) due to increased costs for hosting the new PAMS website.
5. Any software development costs needed that exceed the estimated cost in Table 1 will be considered "Extra" or Out-of-Scope work. Extra or Out-of-Scope work will not be performed without first obtaining the express approval of Marathon. Invoicing for labor and expenses for approved Out-of-Scope work will be in accordance with the hourly labor rates and commercial terms stated in Table 2 in this section.
6. The existing PAMS data website will no longer be operated (i.e., will cease to exist) after the new public access website is established and fully operational.
7. All costs quoted in this proposal are exclusive of any sales, excise or use taxes that may be due on goods, materials or services furnished by Montrose in support of the work described in this proposal. Marathon Petroleum Company agrees to be responsible for payment of any sales, excise or use taxes that may be due and payable on goods, materials or services furnished by Montrose in support of the work described in this proposal.
8. Costs quoted in this proposal are valid for a period of 60 days after the date of this proposal.
9. Payment on all invoices is due in full Net 30 days from date of invoice.
10. This cost offering is subject to all notes and conditions contained in this section and our standard commercial term and conditions contained in Attachment A to this proposal.



Table 2: Montrose Air Quality Services Pine Brook Ambient Group Hourly Professional Fee Schedule for 2020	
Personnel	Hourly Rate
Senior Project Manager	\$165.00
Project Manager	\$120.00
Project Scientist	\$120.00
Field Technician	\$65.00
Administrative	\$60.00
Reimbursement Terms For Project Expenses Not Otherwise Specified:	
Mileage costs for travel using a non-rental company or privately-owned two-wheel drive automobile are computed at the rate of \$0.585 per mile.	
Mileage costs for travel using a non-rental company or privately-owned four-wheel drive pickup truck are computed at the rate of \$0.75 per mile.	
Project expenses not otherwise specified are billed at direct cost plus 10%.	
Invoices are billed monthly with payment due net 30 days.	

* * * * *

We greatly value our relationship with the Marathon Petroleum Co. Detroit refinery and trust that this proposal for development and implementation of a new PAMS public access website is acceptable to Marathon. We look forward to continuing to provide timely, comprehensive, and high-quality professional services for the PAMS.

Sincerely,

David Cummings
 District Manager
Montrose Air Quality Services LLC
an affiliate of Montrose Environmental Group
 45 U.S. Hwy. 46 East, Ste. 601
 Pine Brook, NJ 07058
 Office: 973.575.2555 (Ext. 12702)
 Mobile: 201.213.2913

ATTACHMENT A**Montrose Air Quality Services, LLC (Montrose) / Client Standard Terms and Conditions****I. SCOPE**

Montrose Air Quality Services, LLC (through itself or its affiliates or subsidiaries) ("Montrose") agrees to perform the services described in the proposal attached hereto which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Montrose shall not be construed to exceed those services specifically set forth in the proposal. These terms and conditions and the proposal, when executed by Client, shall constitute a binding agreement on both parties (hereinafter the "Agreement").

II. COMPENSATION

Client agrees to pay for the services in the proposal in accordance with the compensation provisions set forth therein. Unless otherwise agreed, Montrose shall, at its sole discretion, invoice Client incrementally upon execution of services in the form of two bills: (1) delivery of the test protocol, preparation, equipment fees, performance of the fieldwork, and the analytical tasks, and (2) delivery of the final report(s) or five days after delivery of the draft report(s). Montrose shall invoice Client any remaining amounts due, including but not limited to out of scope charges, delay time or other fees, upon completion of the final report(s) or five days after delivery of the draft report(s).

Time-related charges will be made in accordance with the billing rate referenced in the proposal or agreement. Direct expenses and Subcontractor services shall be billed in accordance with the proposal or compensation exhibit attached to this Agreement. Otherwise, Montrose's standard billing rates shall apply. Unless otherwise agreed, Client agrees to pay within 30 days of the presentation of any invoice submitted by Montrose hereunder. Payments not received within 30 days of the invoice date will accrue a late payment charge of 1.5% per month on the unpaid balance of the invoice.

Montrose shall also be entitled to reimbursement from Client of expenses, including attorney's fees and court costs, which may be incurred in collecting any overdue payments. Payment is not contingent on payment from another party.

III. RESPONSIBILITY

Montrose is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. Montrose shall perform the services in accordance with the usual and customary care and accepted practices in effect when the services are rendered.

Montrose's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or inspection provided by Montrose is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or assurance with respect to the performance of a contractor. Montrose does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations. Further, Montrose is not responsible, in any capacity, for Client's failure to comply with any laws or regulations or for damages or penalties of any type sought or assessed, including attorney's fees and expenses, from any source.

IV. FORCE MAJEURE

Montrose, its officers, employees and agents, shall not be liable for its failure to perform hereunder or for any loss or damage due to any failure of delay from any cause beyond the reasonable control of Montrose. This includes but is not limited to: acts of God, war (declared or undeclared) terrorist attaches, civil commotion, tornados, embargoes, epidemics, fires, floods, strikes, testing difficulties, shortage of chemicals, materials, or other equipment, acts or omissions by Client, acts or omissions of suppliers or vendors, acts or omissions of governmental authorities, or changes to any applicable governmental laws or regulations.

V. INDEMNIFICATION

Client agrees to indemnify Montrose and its officers, directors, subsidiaries, employees and affiliates for any losses (including reasonable fees and expense incurred, including reasonable attorney fees), arising out of or related to any legal action or claim resulting from any services provided by Montrose, to which Montrose is not a party and to the extent Montrose is found not to be at fault in connection with such claim or legal action.

VI. LIMITATION OF LIABILITY

MONTROSE'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE AMOUNT OF INSURANCE COVERAGE PROVIDED HEREIN. IN NO EVENT SHALL MONTROSE BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MONTROSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

VII. INSURANCE

Montrose shall maintain during the life of the Agreement the following minimum insurance:

1. Commercial general liability including bodily injury, property damage, owners and contractors protective, products/completed operations, contractual and personal injury. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory worker's compensation and employers' liability insurance as required by state law.
4. Professional liability insurance with limits of not less than \$1,000,000.

VIII. SUBCONTRACTS

Montrose shall be entitled, to the extent determined to be appropriate by Montrose, to subcontract any portion of the work to be performed under this Agreement.

IX. ASSIGNMENT

These terms and conditions and the agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. The agreement is not to be assigned by either Client without the prior written consent of the other.

X. INTEGRATION

These terms and conditions and the agreement to which they are attached represent the entire understanding of Client and Montrose as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing signed by both parties.

XI CHOICE OF LAW/JURISDICTION

This agreement shall be administered and interpreted under the laws of the state in which the Montrose office responsible for the project is located. Jurisdiction of litigation arising from the agreement shall be in that state.

XII. SEVERABILITY

If any part of the agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the agreement shall be in full force and effect.

XIII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Montrose hereunder are intended solely for the benefit of Client, and no right or benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Montrose's performance of its services hereunder.

XIV. INDEPENDENT CONTRACTOR

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

XV. WORK PRODUCT

Montrose and Client recognize that Montrose's work product submitted in performance of this Agreement is intended only for the project covered by this Agreement. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify Montrose against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such unauthorized change, alteration or reuse.

XVI. SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the work under the agreement in the event unforeseen circumstances beyond the control of the Client make normal progress in the performance of the work impossible. Montrose may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work. Montrose may suspend work on the project in the event Client does not pay invoices when due. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with the Proposal.

XVII. TERMINATION OF WORK

Either party at any time, upon reasonable written notice to the other party, may terminate the services hereunder. Upon such termination, Client shall pay Montrose all the amounts it owed hereunder for performance up to the date of termination, plus, if such termination is not due to Montrose's default under this Agreement, reasonable expenses incurred by Montrose as a result of such termination.

XVIII. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the Montrose Client Account Manager and to the person signing the proposal on behalf of the Client, and shall be effective upon delivery to the addressed stated in the proposal.

**Appendix C – Certification Letter of Expenditures by the Alleged
Violator**

Appendix C



Michigan Refining Division

Marathon Petroleum Company LP1001 S Oakwood
Detroit, MI 48217
Telephone 313/843-9100

December 16, 2019

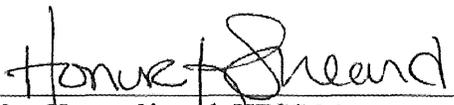
Ms. Erin Moran, Enforcement Unit
Michigan Department of Environment, Great Lakes & Energy
Air Quality Division
3058 W. Grand Boulevard
Suite 2300
Detroit, MI 48202**RE: Detroit SEP Proposal**

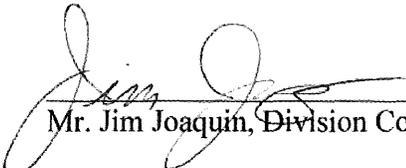
Dear Ms. McLemore:

This is to certify that the proposed SEP is solely attributable to the settlement of the current enforcement action and that the only money budgeted to the projects prior to the approval was due to the Consent Decree. The proposed projects are not funded by grants, donations, low interest loans, or other sources of funding not attributable to MPC's budgetary process. Also, the proposed projects are not being done, nor will receive credit, as part of an environmental incentive or awards program offered by local, state, or federal government, industry, etc.

Sincerely,

Marathon Petroleum Company LP



Mrs. Honor Sheard, HESS Manager

Mr. Jim Joaquin, Division Controller



Nikolai P. Vitti, Ed. D.
Superintendent
Office of Superintendent

Fisher Building • 3011 West Grand Blvd., 14th Floor • Detroit, MI 48202
O (313) 873-7922 • nikolai.vitti@detroitk12.org
detroitk12.org

March 10, 2020

Marathon Petroleum Company LP
1001 S. Oakwood
Detroit, MI 48217
Attn: Jeremy Beasley

Dear Mr. Beasley,

This letter is to express the support of Detroit Public Schools Community District (DPSCD) for Marathon Engineering to install a new HVAC system at Mark Twain School for Scholars.

The District's most recent facilities assessment reported \$1.5 billion dollars in capital improvement needs by 2023. As we continue to problem solve and think more creatively yet sensibly to address this need, the District created a plan to address years of deferred maintenance by using surplus dollars to attend to safety-to-life concerns and by shifting students to other District properties with better learning conditions. Mark Twain is a staple in the 48217 community, and movement is not an option for most of these students, however, the school's projected capital needs total over \$17 million dollars by 2023. These needs include air conditioning and a high-quality air filter connected to the building's ventilation system.

We recognize that DPSCD cannot singularly address facility concerns. School-community partnerships are essential to providing support around school improvements. Ideally, organizations that partner with the District around facility improvements should have a firm commitment to the schools in their communities and a vested interest in the health and welfare of students. Marathon has proven to be a long-standing partner of Mark Twain School for Scholars. The company has now agreed to facilitate the HVAC work at the school, including site surveys, feasibility studies, purchase of materials and permits and providing the engineering and construction needed to complete the aforementioned mechanical installations.

We believe that the improvements related to this investment will create a more optimal learning environment for our Mark Twain Scholars.

Sincerely,

A handwritten signature in black ink, appearing to read "N. Vitti", is written over the word "Sincerely,".

Nikolai P. Vitti, Ed.D.
Superintendent