



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

JAN 31 2001

OFFICE OF
ENFORCEMENT AND
COMPLIANCE ASSURANCE

Randy K Lohoff
Senior Vice President
Human Resources, Health, Environment & Safety
Marathon Ashland Petroleum LLC
539 South Main Street
Findlay, Ohio 45840-3295

Dear Mr. Lohoff:

This letter is in response to your letter dated December 6, 2000 forwarding Marathon Ashland Petroleum LLC's Partnership Agreement under the Storage Tank Emission Reduction Partnership Program (STERPP). I reviewed the Partnership Agreement and found it to be complete. Enclosed is a copy of the executed Partnership Agreement and Compliance Order.

Thank you for your participation in the Storage Tank Emission Reduction Partnership Program. If you have any questions, please call Karen Donis at 202-564-2553.

Sincerely,

A handwritten signature in dark ink, appearing to read "Eric Schaeffer", is written over the typed name.

Eric Schaeffer, Director
Office of Regulatory Enforcement

Original to V. A. Barto
xc: A. K. Graves
2/9/01

RECEIVED

FEB 08 2001

R. K. LOHOFF

Attachment 2: Form Compliance Order**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

IN THE MATTER OF:

Marathon Ashland Petroleum LLC

Respondent.

Storage Tank Emission Reduction
Partnership Program

Agreement No. _____

FINDINGS and ORDER

Pursuant to Section 113(a)(3) of the Clean Air Act ("CAA"), consistent with the Storage Tank Emission Reduction Partnership Agreement identified above and entered into between the United States Environmental Protection Agency ("EPA") and Respondent, and based upon available information, EPA hereby makes and issues the following Findings and Order:

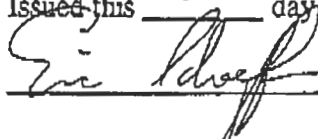
FINDINGS

1. Respondent is a Participating Company under above-identified Storage Tank Emission Reduction Partnership Agreement.
2. EPA promulgated New Source Performance Standards ("NSPS") for Petroleum Liquid Storage Vessels and for Volatile Organic Liquid Storage Vessels, appearing in 40 CFR Part 60, Subparts Ka and Kb.
3. Respondent owns or operates certain "affected facilities" under NSPS Subpart Ka and/or Kb that have or had floating roofs with slotted guidepoles, as identified in Annex A.

ORDER

4. Respondent shall install, maintain and operate properly those controls specified in Annex A by the date(s) there indicated and shall include or seek to include such controls and this requirement in federally enforceable permits issued by appropriate permitting authorities.
5. Respondent shall not seek or obtain emission reduction credits for emission reductions that result from its compliance with this order, nor shall it use such reductions to offset or net against other emission increases in any permitting or enforcement action required by or taken pursuant to state or federal law.
6. Pursuant to Section 113(a) of the CAA, failure to comply with this Order may lead to a civil action to obtain compliance or an action for civil or criminal penalties.

Issued this 31 day of JANUARY, 2000



U. S. ENVIRONMENTAL PROTECTION AGENCY

APPENDIX I

ACCEPTABLE CONTROLS FOR SLOTTED GUIDEPOLES UNDER THE STORAGE TANK EMISSIONS REDUCTION PARTNERSHIP PROGRAM

1. Pole Float System: Each opening through the deck of the floating roof for a slotted guidepole shall be equipped with a deck cover, a pole wiper and a pole float. The deck cover shall also be equipped with a gasket between the cover and deck. The wiper or seal of the pole float shall be at or above the height of the pole wiper.
2. Alternate Control Technologies and Combinations: The following will inform EPA's determination of whether an alternate control technology is acceptable for use under the Storage Tank Emissions Reduction Partnership Program. An alternate control technology must be shown to have an emission factor less than or equal to the emission factor for the above-identified control system. Tests to determine emission factors for an alternate control technology shall accurately simulate conditions representative of the conditions under which the technology will/would operate (e.g., wind, temperature and barometric pressure). Such tests may utilize the methods listed in American Petroleum Institute (API) Manual of Petroleum Measurement Standards, Chapter 19, Section 3, Part A (Wind Tunnel test Method for the Measurement of Deck-Fitting Loss Factors for External Floating-Roof Tanks) or Part E (Weight Loss Test Method for the Measurement of Deck-Fitting Loss Factors for Internal Floating-Roof Tanks). A combination of technologies and devices to control emissions from slotted guidepoles and deck fittings may be acceptable under the Storage Tank Emissions Reduction Partnership Program if such alternate emits no more than the above-identified control system plus the same combination of deck fittings (equipped as required under NSPS Subpart Kb), as determined using AP-42. The emissions from an alternate combination of control technologies and devices shall be determined using AP-42 and/or as specified above.
3. Pole Sleeve System: Each opening through the deck of the floating roof for a slotted guidepole shall be equipped with a deck cover, a pole wiper and a pole sleeve. The deck cover shall be equipped with a gasket between the cover and the deck. The sleeve extends into the stored liquid.
4. Internal Sleeve Emission Control System: An internal guidepole sleeve that eliminates the hydrocarbon vapor emission pathway from inside the tank through the guidepole slots to the outside air; a guidepole cover at the top of the guidepole; and a well cover positioned at the top of the guidepole well that seals any openings between the well cover and the guidepole (e.g., pole wiper), any openings between the well cover and any other objects that pass through the well cover, and any other openings in the top of the guidepole well.
5. Solid Guidepole System: A solid guidepole; a guidepole cover at the top of the guidepole; and a well cover positioned at the top of the guidepole well that seals any openings between the well cover and the guidepole (e.g., pole wiper), any openings between the

well cover and any other objects that pass through the well cover, and any other openings in the top of the guidepole well.

6. **Flexible Enclosure System:** A flexible device that complete encloses the slotted guidepole and eliminates the hydrocarbon vapor emission pathway from inside the tank through the guidepole slots to the outside air; a guidepole cover at the top of the guidepole; and a well cover positioned at the top of the guidepole well that seals any openings between the well cover and the guidepole (e.g., pole wiper), any openings between the well cover and any other objects that pass through the well cover, and any other openings in the top of the guidepole well.
7. **Covers on External Floating Roof Tanks:** The external floating roof tank shall be (or have been) modified by installing a fixed roof mounted on the tank above its external floating roof. Each opening through the deck for a slotted guidepole shall have its lower edge below the surface of the stored liquid.
8. **Removal of Tank from Service and Surrender of Permits:** Remove the tank from service storing liquids subject to NSPS Ka or Kb controls, surrender any and all operating permits for that tank to the appropriate state/local regulatory authority and represent to such authority that it will not be used to store petroleum liquids, as defined in 40 CFR 60.111a(b) that have a maximum true vapor pressure in the range defined in 40 CFR 60.112a(a), or volatile organic liquids, as defined in 40 CFR 60.111b(k), that have a maximum true vapor pressure in the range defined in 40 CFR 60.112b(a).

Definitions

Deck cover means a device which covers an opening in a floating roof deck. Some deck covers move horizontally relative to the deck (i.e., a sliding cover).

Pole float means a float located inside a guidepole that floats on the surface of the stored liquid. The rim of the float has a wiper or seal that extends to the inner surface of the pole.

Pole sleeve means a device which extends from either the cover or the rim of an opening in a floating roof deck to the outer surface of a pole that passes through the opening. The sleeve extends into the stored liquid.

Pole wiper means a seal that extends from either the cover or the rim of an opening in a floating roof deck to the outer surface of a pole that passes through the opening.

Slotted guidepole means a guidepole or gaugepole that has slots or holes through the wall of the pole. The slots or holes allow the stored liquid to flow into the pole at liquid levels above the lowest operating level.

Solid guidepole means a guidepole or gaugepole that does not have slots or holes through the wall of the pole at or above the level of the floating roof when it is at its lowest operating level.

APPENDIX II

STORAGE TANK EMISSION REDUCTION PARTNERSHIP AGREEMENT

The United States Environmental Protection Agency ("EPA") and Marathon Ashland Petroleum LLC ("Participating Company"), the parties herein, desire to enter into and be bound by the terms of this Storage Tank Emission Reduction Partnership Agreement ("Partnership Agreement" or "Agreement").

Whereas Participating Company recognizes that reducing emissions from tanks and other storage vessels with slotted guidepoles¹ can improve air quality while reducing evaporative product losses.

Whereas Participating Company is committed to environmental improvement and the cost-effective reduction of emissions.

Whereas EPA recognizes the value of cooperative emission reduction programs with industry.

Whereas Participating Company desires to participate in the Storage Tank Emission Reduction Partnership Program announced by EPA at 65 Fed. Reg. 19891 (April 13, 2000)] (hereinafter referred to as "Program notice").

Now, Therefore, in consideration of the above and the mutual undertakings of each to the other, EPA and Participating Company agree as follows:

Applicability

1. The provisions of this Partnership Agreement shall apply to and be binding upon EPA and upon Participating Company, its officers, directors, agents, servants, employees, successors and assigns. Participating Company shall give notice of this Agreement to any successor in interest prior to the transfer of any ownership interest in any tank identified in Annex A.

Representations

2. (a). Participating Company represents that:
 - a. It notified EPA of its intent to participate in the Storage Tank Emission Reduction Partnership Program within 60 days of the Program notice.

¹ A guidepole (also referred to as a gaugepole, gauge pipe or stilling well) is a vertically oriented pipe or tube that is affixed to a tank and that passes through its floating roof. Slotted guidepoles are guidepoles with slots or holes that allow stored liquids to flow into the pole, thereby enabling representative samples to be collected from within the slotted guidepole.

- b. It assessed and evaluated all of its NSPS Subpart Ka and Kb affected facilities² that are subject to equipment design requirements³ and that have slotted guidepoles⁴ (hereinafter referred to as "Tanks") at each facility/location identified in Annex A.
- c. It is submitting this executed Partnership Agreement to EPA within 240 days of the Program notice.
- d. Annex A (attached hereto and incorporated by reference herein) is a true, accurate and complete identification of:
 - i. each Tank;
 - ii. the date(s) by which controls were or will be installed at each Tank, provided that if controls were installed before January 14, 2000, the year of installation may be used; and
 - iii. predicted emission reductions at each Tank that will install controls hereunder.
- e. The controls identified in Annex A were either specified in APPENDIX I to the Program notice (Acceptable Controls for Tanks with Slotted Guidepoles Under the Storage Tank Emission Reduction Partnership Program), attached hereto and incorporated by reference herein, or expressly determined by EPA to be acceptable for purposes of the Storage Tank Emission Reduction Partnership Program under Appendix I-2.
- f. The predicted emission reductions reflected in Annex A were calculated and derived through the proper use of either EPA's TANKS software (version 3.1 or later) or an alternative methodology expressly determined to be acceptable for this purpose by EPA.

² NSPS Subpart Ka affected facilities are petroleum liquid storage vessels with a capacity of greater than 40,000 gallons that were constructed, reconstructed or modified after May 18, 1978, 40 CFR 60.110a; NSPS Subpart Kb affected facilities are volatile organic liquid storage vessels with a capacity of greater than 40 cubic meters that were constructed, reconstructed or modified after July 23, 1984, 40 CFR 60.110b.

³ The equipment design requirements for floating roof tanks apply only to certain NSPS Subpart Ka and Kb affected facilities. See 40 CFR 60.112a and 60.112b.

⁴ A slotted guidepole is a guidepole (or gaugepole) that has slots or holes through the wall of the pole. The slots or holes allow the stored liquid to flow into the pole at liquid levels above the lowest operating level.

g. The undersigned is a duly authorized representative of Participating Company, with full powers to make these representations, enter into this Agreement and bind Participating Company to the terms hereof.

(b). The undersigned EPA representative is authorized to enter into this Agreement and bind EPA to the terms hereof.

Participating Company Undertakings

3. Participating Company shall install slotted guidepole controls on Tanks identified in Annex A as expeditiously as possible (e.g., when the Tank is next taken out of service) but not later than:
 - a. Twenty-six (26) months after issuance of the Program notice; or
 - b. One hundred and twenty months (120) of the Program notice if a Tank must be taken out of service in order to install such controls, provided Annex A describes why such Tank(s) must be taken out of service and either identifies the date(s) by which appropriate interim controls will be installed (i.e., a self-aligning float equipped with at least one wiper seal gasket that is maintained at or above the height of the pole wiper) or describes why such Tank(s) must be taken out of service in order to install interim controls.
4. Participating Company shall properly operate and maintain all slotted guidepole controls required under Paragraph 3 in the manner specified in Attachment 1 and shall include such controls and this requirement in federally enforceable permits issued by appropriate permitting authorities.
5. Participating Company shall not seek or obtain emission reduction credits for emission reductions that result from installing slotted guidepole controls under Paragraph 3 or from the work required under Paragraph 4 of this section, nor shall it use such reductions to offset or net against other emission increases in any permitting or enforcement action required by or taken pursuant to state or federal law.
6. Participating Company agrees and by entering into this Agreement consents to EPA's issuance of an order under and as specified in Paragraph 9.

EPA Undertakings

7. Compliance with the requirements set forth herein, including Paragraphs 3-6, shall be deemed and will, therefore, constitute full settlement and satisfaction by EPA of those violations of the Standards of Performance for New Sources, Subparts Ka and Kb, that could be or could have been alleged in civil actions or proceedings brought by EPA or the United States concerning Participating Company's use of slotted guidepoles at Tanks identified in Annex A.

8. Within sixty (60) days of its receipt of this Partnership Agreement, EPA will promptly review and either sign and return a fully executed copy of that Agreement to Participating Company or identify deficiencies in Annex A. If deficiencies identified by EPA are not corrected and a revised Annex A is not submitted within thirty (30) days of Participating Company's receipt of such identification by EPA, Participating Company's opportunity to participate under the Storage Tank Emission Reduction Partnership Program shall then cease and all its rights, expectations, obligations and undertakings (if any) under that program and this Agreement shall terminate and be deemed a nullity.
9. If and after EPA executes this Agreement as specified in Paragraph 8, it will issue an order to Participating Company in the form provided at Attachment 2.

Publicity

10. Participating Company may publicize that it is partnering with EPA under the Storage Tank Emission Reduction Partnership Program.
11. Upon request, EPA will recognize and acknowledge Participating Company's participation under this Partnership Program and/or industry's leadership and assistance in identifying controls for slotted guidepoles.

Access and Inspection

12. Without prior notice, any authorized representative of EPA (including a designated contractor), upon presentation of credentials where Tanks are located, may enter such location(s) at reasonable times to determine compliance with the requirements, terms and conditions of this Agreement. To make such a determination, EPA's authorized representative(s) shall have full and complete access to inspect, photograph, or videotape any Tank and to copy such records related to Participating Company's undertakings under this Agreement that EPA's representative(s) may deem necessary, provided such is consistent with EPA's authority under applicable laws, permits and regulations. Access under this Paragraph is subject to the normal health and safety requirements in effect at such locations. This Paragraph is in addition to, and not in limitation of, EPA's authority to investigate, inspect or enter premises pursuant to applicable laws, permits and regulations.

Force Majeure

13. If any event occurs that causes or may cause a delay in Participating Company's compliance with Paragraphs 3 or 4 of this Agreement, Participating Company shall notify EPA within thirty (30) days after Participating Company becomes aware of such event. This notice shall reasonably describe the anticipated length of the delay, the reason(s) for the delay, measures Participating Company has taken and will take to prevent or minimize the delay, and the timetable by which these measures have been or will be implemented. Increased costs or expenses associated with the implementation of this Agreement shall not be the sole or primary basis for a change in its terms or an extension of time.

Participating Company shall adopt reasonable measures to avoid or minimize any such delay.

14. If the parties agree that the delay or anticipated delay in compliance with Paragraph 3 of this Agreement has been or will be caused by circumstances beyond the reasonable control of Participating Company and its contractors as under Paragraph 20, the time for performance hereunder shall be extended for a period no longer than the length of the delay caused by such circumstances. The parties shall also then seek to agree on the period of such extension as under Paragraph 20, but if they cannot so agree, the determination by EPA shall control unless Participating Company invokes the formal Dispute Resolution provisions of Paragraph 21.
15. If EPA determines that such delay, anticipated delay or any identified portion thereof was caused by circumstances within the reasonable control of Participating Company and its contractors, Participating Company shall be in breach of this Agreement and subject to stipulated noncompliance penalties as set forth in Paragraph 16 unless Participating Company invokes the Dispute Resolution provisions of this Agreement (Paragraphs 20-21).

Stipulated Noncompliance Penalties

16. If Participating Company fails to comply with the requirements of Paragraphs 3 (including Annex A), 4 or 5, it shall pay up to \$1,000 per day for the first thirty (30) days of noncompliance and up to \$2,500 per day for each day of noncompliance thereafter until compliance is demonstrated. Stipulated penalties are to be determined for each Tank, provided that stipulated penalties for all noncompliance occurring on the same day shall not exceed \$10,000 per facility at which such noncompliance exists or occurs and \$25,000 per participating company. Payment of stipulated penalties shall be by cashier's check, certified check or wire transfer, payable to "Treasurer, United States of America" and delivered to EPA.
17. (a). If any noncompliance with Paragraphs 3, 4 or 5 is discovered by Participating Company, it shall so notify EPA and provide a written statement describing such noncompliance by the last day of the month following the month in which such noncompliance was identified by Participating Company.

(b). If any noncompliance with Paragraphs 3, 4 or 5 is discovered by EPA, it shall so notify Participating Company and there describe such noncompliance.
18. After an opportunity to informally resolve issues under Paragraph 20, EPA will demand payment of such stipulated penalties as it determines are appropriate under the circumstance and permitted under Paragraph 16. Stipulated penalties shall be paid by the last day of the month following the month in which such demand is made unless Participating Company invokes the formal Dispute Resolution provisions of Paragraph 21.

19. For any noncompliance that is or could be subject to stipulated noncompliance penalties hereunder, EPA expressly reserves the right to seek any other relief to which it may be entitled under law, including but not limited to specific performance of this Agreement, injunctive relief under the Act and such other relief as may be available under any federal statute or the common law.

Dispute Resolution

20. *Informal.* If Participating Company disputes any determination made by EPA pursuant to Paragraphs 14-15 (Force Majeure), Paragraph 18 (Stipulated Noncompliance Penalties), Paragraphs 32-33 (Termination) or Appendix I (Alternate Control Technologies) but only if such alternate was requested by Participating Company, it shall send a written notice to EPA outlining the nature of the dispute/disagreement and requesting informal negotiations to resolve the dispute. Such period of informal negotiations shall not extend beyond thirty (30) days from the date when the notice was received unless the parties expressly agree otherwise in writing.

21. *Formal.* If informal negotiations are unsuccessful, either party may request and both parties shall then attempt to reach agreement on a process and procedure for resolving the dispute by formal means using a neutral third party. Such process and procedures may include, but need not be limited to, mediation, nonbinding arbitration and binding arbitration (but only if and to the extent binding arbitration is then authorized and expressly permitted by EPA policy and the Administrative Dispute Resolution Act of 1996). If an agreement on process and procedure is not reached within sixty (60) days from the date notice was received under Paragraph 20 or as otherwise provided in this Agreement, either party may then assert whatever rights they may have hereunder in an appropriate federal court.

Notification

22. All notices, records and submissions required under this Agreement shall be maintained where each Tank is located or where such Tank's records are normally maintained, provided they can be made available by facsimile (or otherwise) upon request during an inspection under Paragraph 12.
23. All notices, submissions and certifications required of Participating Company under this Agreement shall be in writing and postmarked or hand delivered to: U.S. Environmental Protection Agency, Storage Tank Emission Reduction Partnership Program, Air Enforcement Division--Station Source Enforcement Branch, Mail Code 2242A, Washington, DC 20460.

All notices required of EPA and all EPA determinations under this Agreement shall be in writing and postmarked or hand delivered to:

Marathon Ashland Petroleum LLC

539 South Main Street

Findlay, OH 45840

24. Upon completion of its obligations and undertakings under this Agreement, Participating Company shall provide a written certification of its compliance with this Agreement to EPA, including a description of the work performed under Paragraph 3, the date such work was completed and an identification of such permit(s) that were or will be issued under Paragraph 4. Such certification shall be signed by a responsible official and contain the following language:

I certify under penalty of law that the information contained in and accompanying this document (if applicable) is true, accurate, and complete to the best of my knowledge, information and belief after reasonable inquiry.

For purposes of this Paragraph, a "responsible official" means the president, secretary, treasurer, or a vice-president of Participating Company, its senior management representative(s) where such Tanks are located, or any person who performs similar policy or decision-making functions for Participating Company.

Miscellaneous Provisions

25. Participating Company agrees to accept service from EPA by mail with respect to all matters relating to or arising under this Agreement at the address listed below (if different from Paragraph 23):

Marathon Ashland Petroleum LLC

539 South Main Street

Findlay, OH 45840

EPA agrees to accept service from Participating Company by mail with respect to all matters relating to or arising under this Agreement at the address listed below (if different from Paragraph 23):

26. Annex A of this Participation Agreement may be modified only if EPA and Participating Company agree and consent to such modification in writing.
27. This Agreement does not modify or affect in any way Participating Company's responsibility to achieve and maintain compliance with all other applicable federal, state and local laws, regulations and permits.
28. Each party shall bear its own costs, attorney's fees and disbursements in this matter.
29. This document, including its attached Annex A, Appendix I and Attachments 1 and 2, encompasses the entire agreement of the parties with respect to the subject matter hereof and totally supersedes all prior agreements and understandings, whether oral or in writing.

Termination

30. When Participating Company has complied with Paragraph 3, is in compliance with Paragraph 4 and has certified compliance under Paragraph 24, Participating Company may notify EPA of its intent to terminate this Agreement. EPA may object to such termination only on the grounds that Participating Company has not complied with this Agreement.
31. If EPA does not object to Participating Company's notice of intent to terminate, this Agreement will terminate ninety (90) days after the date of EPA's receipt of such notice of intent to terminate. Notwithstanding such termination of this Participation Agreement, the obligations of Paragraphs 3, 4, 5 and 7 shall continue indefinitely.
32. If EPA objects to Participating Company's notice of intent to terminate, it must do so in writing within sixty (60) days of its receipt of such notice. If EPA objects to Participating Company's notice of intent to terminate, Participating Company may invoke the Dispute Resolution provisions of this Agreement (Paragraphs 20-21). In resolving any dispute regarding termination of this Agreement, Participating Company shall have the burden of proving that it is, was and has been in compliance with this Agreement.
33. If EPA determines that Participating Company is in material breach of this Agreement (e.g., evinces a pattern and practice of noncompliance with its terms and conditions), it shall give notice of such breach and may give notice of its intent to terminate this Agreement. If Participating Company objects to EPA's determination and/or notice of intent to terminate, Participating Company may invoke the Dispute Resolution provisions of this Agreement (Paragraphs 20-21). If then terminated, Participating Company's opportunity to participate under the Storage Tank Emission Reduction Partnership Program shall then cease and all its rights, expectations, obligations and undertakings (if any) under that program and this Agreement shall terminate and be deemed a nullity.

Reservation of Rights

34. By entering into the Agreement, EPA understands that Participating Company neither agrees nor concedes that its use of slotted guidepoles without the controls specified in Appendix I violate or violated any Clean Air Act requirement. Similarly, Participating Company understands that EPA neither agrees nor concedes that Participating Company's prior use of slotted guidepoles without such controls was acceptable or excused in any way or on any basis whatsoever. With respect to any tank(s) other than a Tank identified in Annex A, each party reserves all rights they may have to contest or otherwise litigate any issue arising out of any use of slotted guidepoles.

Effective Date

35. This Participation Agreement shall be effective when signed by both Participating Company and EPA.

By: 

Marathon Ashland Petroleum LLC

Date: 1/30/2001By: 

U.S. Environmental Protection Agency.

Date: 1/30/2001

Attachment 1

Operating and Maintenance Requirements for Slotted Guidepole Controls Under the Storage Tank Emissions Reduction Partnership Program

The sliding cover shall be in place over the slotted-guidepole opening through the floating roof at all times except when the sliding cover must be removed for access. If the control technology used includes a guidepole float, the float shall be floating within the guidepole at all times except when it must be removed for access to the stored liquid or when the tank is empty.

Visually inspect the deck fitting for the slotted guidepole at least once every 10 years and each time the vessel is emptied and degassed. If the slotted guidepole deck fitting or control devices have defects, or if a gap of more than 0.32 centimeters (1/8 inch) exists between any gasket required for control of the slotted guidepole deck fitting and any surface that it is intended to seal, such items shall be repaired before filling or refilling the storage vessel with regulated material.

Tanks taken out of hydrocarbon service, for any reason, do not have to have any controls in place during the time they are out of service.

Terminal, Transport & Marine

Annex A

Storage Tank Emission Reduction Partnership Program Agreement

External Floating Roof Tanks

Facility	Location	Tank Subject to NSPS/STC Requirements (Tank ID)	External Floating Roof (EFR)	Installation Date (EFR Installed/STC Installed)	Control Option (EFR/STC)	Estimated Emissions (EFR/STC)	Compliance
Kenova WVD980537872	PO Box 83 Kenova, WV 25530	95-260	EFR	08/02/2002	NA	20,000 lbs./year	
Kenova WVD980537872	PO Box 83 Kenova, WV 25530	95-259	EFR	06/02/2002	NA	20,000 lbs./year	
Tampa FLD981014525	425 S. 20th St. Tampa, FL 33605	13-27	EFR	November 1999	Appendix I - Option 6	005	NA
Tampa FLD981014525	425 S. 20th St. Tampa, FL 33605	55-10	EFR	June 1996	Appendix I - Option 7	IFR	NA
Tampa FLD981014525	425 S. 20th St. Tampa, FL 33605	55-14	EFR	January 1989	Appendix I - Option 7	IFR	NA

Detroit Refinery

Annex A

Storage Tank Emission Reduction Partnership Program Agreement External Floating Roof Tanks

Facility Name/Location	Tank Subsection/Specs (Ref ID)	External Floating Roof (EFR)	Design/Installation Date	Emission Reductions (lb/yr)	Comments
Michigan Refining Division Detroit Refinery Detroit, Michigan EPA ID: MID005506357	Tank 129	EFR	06/02/02	1,452 lbs./year	

Garyville Refinery
Annex A
Storage Tank Emission Reduction Partnership Program Agreement
External Floating Roof Tanks

Facility Name and Location	Product Specification (with storage tank ID)	Inventory Control System (EFR)	Measurement Method	Conflicting Information	Implementation Status	Comments
Louisiana Refining Division - Garyville Refinery Highway 61 - Marathon Avenue - Garyville, Louisiana 70051 EPA Facility ID# LAD081999724	150-12 (Ka)	EFR	January 1997	Appendix 1 - Option 1	NA	
Louisiana Refining Division - Garyville Refinery Highway 61 - Marathon Avenue - Garyville, Louisiana 70051 EPA Facility ID# LAD081999725	150-13 (Ka)	EFR	January 1997	Appendix 1 - Option 1	NA	
Louisiana Refining Division - Garyville Refinery Highway 61 - Marathon Avenue - Garyville, Louisiana 70051 EPA Facility ID# LAD081999726	150-14 (Ka)	EFR	January 1997	Appendix 1 - Option 1	NA	
Louisiana Refining Division - Garyville Refinery Highway 61 - Marathon Avenue - Garyville, Louisiana 70051 EPA Facility ID# LAD081999727	55-3 (NESIAP FF, Kb by reference)	EFR	May 2000	Appendix 1 - Option 1	NA	Tank put back into service May 30, 2000. This tank is subject to 40 CFR 61, Subpart FF and previously had a carbon canister. The tank now, with the installation of the EFR, complies with Kb by reference.

Texas City Refinery

Annex A

Storage Tank Emission Reduction Partnership Program Agreement External Floating Roof Tanks

Facility Location	Unit Name	External Floating Roof (EFR)	Design Control (DC)	Competition (C)	Information Section	Comments
Texas Refining Division	Tank 152	EFRA	1987	Appendix I - Option I	NA	
Texas City Refinery						
Texas City, TX						
EPA ID: TXDN008079601						