

U.S. DEPARTMENT OF LABOR
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION

In the Matter of: Superior Refining Company, LLC.
OSHA No.(s): 1312169

INFORMAL SETTLEMENT AGREEMENT

The undersigned Employer and the undersigned Occupational Safety and Health Administration (OSHA), in settlement of the above citation(s) and penalties which were issued on October 2, 2018, hereby agree as follows:

1. The Employer agrees to correct the violation as cited in the citations or as amended below and to provide evidence that the violations have been corrected.
2. The Employer agrees to pay the total penalty of \$69846 within 15 working days following the signing of this agreement. If the penalty is not paid under the terms of this agreement, the original total proposed penalty will become due and payable immediately plus any administrative fees, interest, and penalties incurred thereafter. See Attachment A for payment instructions.

This is your notification of payment due. No other statement or bill will be sent.

3. The Employer and OSHA agree that the following citations and penalties, if any, are being amended as shown below. Citations and penalties not referenced below remain unchanged.

Citation 1, Item 1: Item is deleted.

Citation 1, Item 2: Instance (c) is deleted; and abatement date is extended to April 2, 2021.

Citation 1, Item 3a: Alleged Violation Description is amended to: On or about April 26, 2018, the employer failed to determine equipment constructed of ASTM A-212 steel was fit-for-service; and abatement date is extended to April 2, 2021. Recommended Abatement: The employer will perform a fitness for service analysis on vessels constructed of A-212 steel in accordance with ASME Boiler and Pressure Code Section VIII, API 510, and API 579-1/ASME FFS-1, prior to returning them to service.

Citation 1, Item 3b: Alleged Violation Description is amended to: On or about April 26, 2018, the employer failed to perform a fitness for service analysis on equipment constructed of ASTM A-212 steel; and abatement date is extended to April 2, 2021. Recommended Abatement: The employer will perform a fitness for service

analysis on vessels constructed of A-212 steel in accordance with ASME Boiler and Pressure Code Section VIII, API 510, and API 579-1/ASME FFS-1, prior to returning them to service.

Citation 1, Item 4: Instance (a) is deleted; and abatement date is extended to April 2, 2021.

Citation 1, Item 5a: Item is deleted; and penalty moved to Citation 1, Item 5b.

Citation 1, Item 5b: Penalty is \$11641; Alleged Violation Description is amended to: On or about April 26, 2018, the standard operating procedures did not contain the operating parameters, consequences of deviation from those parameters, and the steps required to avoid and correct the deviations; and abatement date is extended to April 2, 2021.

Citation 1, Item 6: Cited standard changed to 29 CFR 1910.119(j)(4)(iii); Alleged Violation Description is amended to: During the 2008 and 2013 turnarounds, where inspection findings of outside contractor on the spent catalyst slide valve showed erosion, the employer did not ensure generally accepted good engineering practices before placing the spent catalyst slide valve back into service; and abatement date is extended to April 2, 2021. Recommended Abatement: Prior to placing equipment back into service, inspection and tests of equipment should be addressed per the facility's Mechanical Integrity Program and recognized and generally accepted good engineering practices.

Citation 1, Item 7: Item is deleted.

4. The Employer, by signing this Informal Settlement Agreement, hereby waives its rights to contest the above citation(s) and penalties, as amended in paragraph 3 of this agreement.
5. Each party hereby agrees to bear its own fees and expenses incurred in connection with any stage of this proceeding.
6. The Employer agrees to immediately post a copy of this Settlement Agreement in a prominent place at or near the location of the violation(s) referred to in paragraph three (3) above. This Settlement Agreement must remain posted until the violations cited have been corrected, or for three (3) working days (excluding weekends and Federal holidays), whichever is longer.
7. The Employer agrees to continue to comply with the applicable provisions of the Occupational Safety and Health Act of 1970, and the applicable safety and health standards promulgated pursuant to the Act.
8. In consideration of the abatement date extensions, the employer agrees to provide abatement documentation as soon as possible but not later than April 2, 2021; 60 days prior to start up.

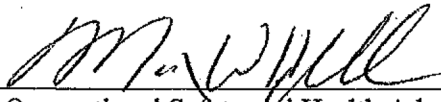
9. Except for these proceedings, and matters arising out of these proceedings, and any other subsequent OSHA proceedings between the parties, none of the foregoing agreements, statements, findings, and actions taken by the respondent shall be deemed an admission by the respondent of the allegations contained within the Citations and Notifications of Penalty and the Complaint.



For the Employer

10/24/2018

Date



For Occupational Safety and Health Administration
Mark W. Hysell, Area Director

10/23/2018

Date

NOTICE TO EMPLOYEES

The law gives you or your representative the opportunity to object to any abatement date set for a violation if you believe the date to be unreasonable. Any contest to abatement dates of the citations amended in paragraph 3 of this Settlement Agreement must be mailed to the U.S. Department of Labor OSHA Office at:

U.S. Dept. of Labor – OSHA
Eau Claire Area Office
1310 W. Clairemont Avenue
Eau Claire, WI 54701

within 15 working days (excluding weekends and Federal holidays) of the receipt by the Employer of this Settlement Agreement. You or your representative also have the right to object to any of the abatement dates set for violations which were not amended, provided that the objection is mailed to the office shown above within the 15 working day period established by the original citation.