

1 JOHN C. CRUDEN
Assistant Attorney General
2 Environment and Natural Resources Division
3 U.S. Department of Justice
Washington, D.C. 20530
4

5 ROBERT D. BROOK
Assistant Chief
6 Environmental Enforcement Section
Environment and Natural Resources Division
7 U.S. Department of Justice
P.O. Box 7611
8 Washington, D.C. 20044-7611
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10 IN THE UNITED STATES DISTRICT COURT
11 FOR THE NORTHERN DISTRICT OF CALIFORNIA
12 SAN FRANCISCO DIVISION

13 UNITED STATES OF AMERICA)
14 Plaintiff,)
15 and)
16 STATE OF HAWAII,)
17 MISSISSIPPI COMMISSION ON) CIVIL ACTION NO. 3:03-cv-04650-CRB
18 ENVIRONMENTAL QUALITY,)
19 STATE OF UTAH, and the)
BAY AREA AIR QUALITY)
MANAGEMENT DISTRICT)
20 Plaintiff/Intervenors,)
21 v.)
22 CHEVRON U.S.A. INC.)
23 Defendant)
24 _____)

25
26 **STIPULATION AND AGREEMENT**
27 **FOR NON-MATERIAL MODIFICATION OF CONSENT DECREE**
28

1 WHEREAS, the United States of America (hereinafter “the United States”) the State of
2 Hawaii, the Misissippi Commission on Environmental Quality, the State of Utah, and the Bay
3 Area Air Quality Management District (hereinafter “Plaintiff/Intervenors”); and Chevron U.S.A.
4 Inc. (hereinafter “Chevron”) are parties to a Consent Decree entered by this Court on June 29,
5 2005 (“Consent Decree”); and

6 WHEREAS, the Consent Decree required as a Supplemental Environmental Project that
7 Chevron enter into a long-term agreement with the City of Richmond, California, to provide an
8 Emergency Response Training Facility on property adjacent to Chevron’s Richmond refinery,
9 for the use and benefit of the City of Richmond Fire Department; and

10 WHEREAS, while the City of Richmond subsequently determined that it did not desire to
11 enter into such an agreement, Chevron has since secured the commitment of the Board of the
12 Trustees of the California State University, on behalf of the California Maritime Academy, as the
13 lessee and to operate an Emergency Response Training Facility as originally provided for in the
14 Consent Decree, for the use and benefit of the City of Richmond Fire Department, as well as by
15 other emergency responders in and around the Richmond, California community; and

16 WHEREAS, a non-material modification to the Consent Decree is necessary to reflect
17 this change; and

18 WHEREAS, certain other technical corrections are included, providing for Agency
19 approvals and to update Agency contact information under the Consent Decree; and

20 WHEREAS, under Paragraph 234 of the Consent Decree, such changes are considered
21 “non-material modifications” to the Consent Decree because they do not modify the frequency of
22 any reporting obligation nor do they modify an implementation schedule to extend the date for
23 compliance with an emissions limitation. Paragraph 234 also provides that non-material
24 modifications are effective when signed by the United States and Chevron, and must further be
25 filed with the Court.

26 NOW THEREFORE, it is stipulated and agreed to as follows:

27 1. Paragraphs A and C in Section III of Appendix M (“Facility and Community-
28 Specific SEPs”) is modified to reflect the change in the lessee for the Emergency Response
Training Facility adjacent to the Richmond, California, refinery, as follows:

1 “A. Description: Chevron will enter into a 29-year, no-rent lease agreement with
2 the Board of the Trustees of the California State University, on behalf of the California
3 Maritime Academy, for the lease of approximately five acres of property adjacent to
4 Chevron’s Richmond Refinery to operate an Emergency Response Training Facility to
5 allow Richmond’s Fire Department and other emergency responders in the community to
6 conduct advanced fire and hazardous materials training designed to improve emergency
7 response capabilities in the community surrounding the Richmond Refinery. Chevron
8 will also pay all expenses associated with the relocation of materials currently stored on
9 the property.”

7 and

8 “C. Schedule: Chevron will execute the lease with the Board of the Trustees of
9 the California State University, on behalf of the California Maritime Academy, no later
10 than 90 days from the date of the execution of the Stipulation and Agreement for Non-
11 Material Modification of Consent Decree.”

11 2. Paragraph 231 (“Notice”) is modified to update the addresses for submission to
12 EPA of reports, notifications, certifications, or other communications required or allowed under
13 the Consent Decree, as follows:

14 “**As to EPA**:

15 Hard-copy and electronic submissions shall be addressed to:

16 Director, Air Enforcement Division
17 Office of Civil Enforcement
18 U.S. Environmental Protection Agency
19 Mail Code 2242-A
20 1200 Pennsylvania Avenue, N.W.
21 Washington, DC 20460-0001

21 and submitted electronically to:

22 csullivan@matrixnewworld.com
23 foley.patrick@epa.gov

24 Submissions not delivered electronically shall be sent to the address above and to:

25 Director, Air Enforcement Division
26 Office of Civil Enforcement
27 U.S. Environmental Protection Agency
28 c/o Matrix New World Engineering Inc.
 120 Eagle Rock Ave., Suite 207
 East Hannover, NJ 07936-3159”

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3. Paragraph 232 (“Approvals”) is modified to update the address for EPA approvals, to provide as follows:

“232. **Approvals.** All EPA approvals will be made in writing, from the appropriate address listed in Paragraph 231. All Plaintiff-Intervenor approvals shall be sent from the offices identified in Paragraph 231.”

IT IS SO STIPULATED AND AGREED.

WE HEREBY CONSENT to this Stipulation and Agreement in *United States, et al., v. Chevron U.S.A., Inc.*, Civil Action No. 3:03-cv-04650-CRB.

FOR PLAINTIFF THE UNITED STATES OF AMERICA:

JOHN C. CRUDEN
Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice
Washington, D.C. 20044

Date: 2/25/2015

/s/ Robert D. Brook
ROBERT D. BROOK
Assistant Chief
Environmental Enforcement Section
United States Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044-7611

1 WE HEREBY CONSENT to this Stipulation and Agreement in *United States, et al., v. Chevron*
2 *U.S.A., Inc.*, Civil Action No. 3:03-cv-04650-CRB.

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4 FOR DEFENDANT Chevron U.S.A., Inc:

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6 Date: 1/27/2015

7 /s/ Kory Judd
8 Kory Judd
9 Refinery General Manager
10 Chevron Richmond Refinery
11 841 Chevron Way
12 Richmond, CA 94801
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CERTIFICATE OF SERVICE

I hereby certify that on March 2, 2015, I caused copies of the foregoing Stipulation and Agreement For Non-Material Modification of Consent Decree to be delivered by U.S. Mail to the following:

J. Stephen Carow
Senior Counsel, Environmental & Safety Law Group
Chevron Law Department
Chevron Corporation
P.O. Box 4368
Houston, TX 77002

NSR Project Manager
Chevron Products Company, Global Refining
Chevron Richmond Refinery
Technical Center, 3rd Floor
841 Chevron Way
Richmond, CA 94801

Bay Area Air Quality Management District
Executive Officer/Air Pollution Control Officer
39 Ellis Street
San Francisco, CA 94109

/s/ Robert D. Brook
Assistant Chief