

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO**

\_\_\_\_\_  
UNITED STATES OF AMERICA,

Plaintiff,

v.

CHEVRON PUERTO RICO, LLC,

f/k/a

TEXACO PUERTO RICO INC.,

Defendant.  
\_\_\_\_\_

CIVIL ACTION NO.

**CONSENT DECREE**

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## CONSENT DECREE

Plaintiff United States of America, on behalf of the United States Environmental Protection Agency (“EPA”), has filed a complaint in this action, concurrently with this Consent Decree, against Defendant CHEVRON PUERTO RICO, LLC (hereinafter “Defendant” or “Chevron”), to obtain injunctive relief and assessment of civil penalties for violations of the Solid Waste Disposal Act, as amended, 42 U.S.C. Section 6991 et seq. (hereinafter referred to as the “Act” or “RCRA”) and the Puerto Rico Underground Storage Tank Regulation (hereinafter “PRUSTR”), regarding numerous “underground storage tanks” or “USTs” and “UST systems” that are owned and/or operated by the Defendant.

A. The Complaint against Defendant alleges that Defendant has failed to satisfy numerous requirements mandated by Subtitle I of RCRA and the PRUSTR including the following: (1) failure to provide overfill protection equipment in violation of Rule 201(C) and Rule 202(D) of PRUSTR; (2) failure to perform annual tests of the automatic line leak detectors (“ALLDs”) for pressurized piping in violation of rules 402(B)(1)(a) and 405(A) of PRUSTR; (3) failure to maintain records of annual testing of the ALLDs in violation of rules 305(B)(4)&(C) and 406 of PRUSTR; (4) failure to provide release detection for tanks in violation of Rules 405(C) and 402(A) of PRUSTR; (5) failure to provide release detection for pressurized piping in violation of Rule 402(B)(1)(a)&(b) of PRUSTR; (6) & (7) failure to maintain records of compliance with release detection requirements for tanks and pressurized piping in violation of Rules 305 (B)(4)&(C) and 406 of PRUSTR.

B. The execution of this Consent Decree is not an admission of liability by the Defendant nor does Defendant admit any liability arising out of the transactions or occurrences alleged in the Complaint.

C. The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation between the Parties and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section I, and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section 9006(a)(1) of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6991e(a)(1), and over the Parties.

2. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b) and (c) and 28 U.S.C. § 1395 because the Defendant is located in this district and the events or omissions giving rise to this action occurred in this district.

3. Solely for purposes of this Decree, and any action to enforce this Decree, Defendant consents to the Court's jurisdiction over this Decree and over any such action, and consents to venue in this judicial district.

4. For purposes of this Consent Decree, Defendant agrees that the Complaint states claims upon which relief may be granted pursuant to Section 9006 of the Solid Waste Disposal Act, as amended, 42 U.S.C. Section 6991e, and the PRUSTR.

## II. APPLICABILITY

5. The provisions of this Consent Decree apply to and are binding upon the United States, and upon Defendant and any successors, assigns, or other entities or persons otherwise bound by law unless and until the United States approves the transfer of the obligations and liabilities provided by this Consent Decree provided by Paragraph 6(iv). Any transfer of ownership or operation of the Facilities to any other person must be conditioned upon the transferee's agreement to undertake the obligations required by this Consent Decree, as provided in a written agreement between the Defendant and the proposed transferee, enforceable by the United States as a third party beneficiary of such agreement. Defendant shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written agreement, to EPA Region 2, the United States Attorney for the District of Puerto Rico, and the United States Department of Justice, in accordance with Section XIV of this Decree (Notices). Defendant shall provide the information in the prior sentence at least thirty (30) days prior to such transfer, to the extent reasonably possible given the circumstances, or in the alternative as soon as reasonably possible after that date. Any attempt to transfer ownership or operation of the Facilities without complying with this Paragraph constitutes a violation of this Decree. No change in ownership, operation, or legal status of Chevron shall release Chevron from its continued performance under this Decree, including its obligations to perform the Supplemental Environmental Projects set forth in Section VI (Supplemental Environmental Projects).

6. Notwithstanding the provisions of Paragraph 5 above, Chevron may be released from some or all of its obligations under this Consent Decree provided that (i) Chevron and the transferee petition the United States in writing for approval of the transfer of the

obligations and liabilities of this Consent Decree from Chevron to the transferee; (ii) the transferee's written agreement with Chevron specifically assumes the obligations and liabilities of this Consent Decree; (iii) the transferee has the financial and technical ability to assume the obligations and liabilities provided by this Consent Decree; and (iv) the United States, in its sole unreviewable discretion, approves in writing the transfer of the obligations and liabilities provided by this Consent Decree.

7. Defendant shall provide a copy of this Consent Decree to all officers, employees, and agents whose duties might reasonably include compliance with any provision of this Decree, as well as to any contractor retained to perform Work required under this Consent Decree. Defendant shall condition any such contract upon performance of the Work in conformity with the terms of this Consent Decree.

8. In any action to enforce this Consent Decree, Defendant shall not raise as a defense the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree. Nothing in this Paragraph alters the provisions of Section IX (Force Majeure) of this Consent Decree.

### III. DEFINITIONS

9. Terms used in this Consent Decree that are defined in the Act or applicable regulations shall have the meanings assigned to them in the Act or such regulations, unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

a. "Complaint" shall mean the complaint filed by the United States in this action;

b. "Consent Decree" or "Decree" shall mean this Decree and all appendices attached hereto;

c. "Day" shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next business day;

d. "Defendant" shall mean Chevron Puerto Rico, LLC, formerly known as Texaco Puerto Rico Inc.;

e. "EPA" shall mean the United States Environmental Protection Agency and any of its successor departments or agencies;

f. "Effective Date" shall have the definition provided in Section XV (Effective Date);

g. "EQB" shall mean the Puerto Rico Environmental Quality Board;

h. "Facility" or "Facilities" shall mean the retail gasoline service stations containing underground storage tank(s) ("UST(s)"), individually or collectively, owned and/or operated by Defendant and located in the Commonwealth of Puerto Rico listed in Appendix A;

i. "Paragraph" shall mean a portion of this Decree identified by an arabic numeral;

j. "Parties" shall mean the United States and Defendant;

k. "Released Facilities" shall mean retail gasoline service stations in Puerto Rico owned and/or operated at one time by Chevron listed in Appendix B;

- l. "Section" shall mean a portion of this Decree identified by a roman numeral;
- m. "State" shall mean the Commonwealth of Puerto Rico;
- n. "United States" shall mean the United States of America, acting on behalf of EPA;
- o. "USTs" shall mean underground storage tanks; and
- p. "Work" shall mean all of the obligations set forth in Section V (Compliance Requirements) and Section VI (Supplemental Environmental Projects).

#### IV. CIVIL PENALTY

10. Within 60 Days after the Effective Date of this Consent Decree, Defendant shall pay the sum of \$600,000.00 as a civil penalty, together with interest thereon accruing from the date on which the Consent Decree is lodged with the Court, at the rate specified in 28 U.S.C. § 1961 as of the date of lodging.

11. Defendant shall pay the civil penalty due by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice in accordance with written instructions to be provided to Defendant, following entry of the Consent Decree, by the Financial Litigation Unit of the U.S. Attorney's Office for the District of Puerto Rico, Torre Chardon, Suite 1201, 350 Carlos Chardon Avenue, San Juan, Puerto Rico, 00918. At the time of payment, Defendant shall send a copy of the EFT authorization form and the EFT transaction record, together with a transmittal letter, which shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in United States of America v. Chevron Puerto Rico, LLC and shall reference the civil action number and DOJ case number 90-7-1-09727, to the United States in accordance

with Section XIV of this Decree (Notices); by email to [acctsreceivable.CINWD@epa.gov](mailto:acctsreceivable.CINWD@epa.gov); and  
by mail to:

EPA Cincinnati Finance Office  
26 Martin Luther King Drive  
Cincinnati, Ohio 45268

12. Defendant shall not deduct any penalties paid under this Decree pursuant to this Section or Section VIII (Stipulated Penalties) in calculating its federal income tax.

#### V. COMPLIANCE REQUIREMENTS

13. Defendant shall, as of March 31, 2013, comply with all requirements of RCRA and the PRUSTR alleged to have been violated with respect to all Facilities in the Commonwealth of Puerto Rico. Between the Effective Date and March 31, 2013, the United States recognizes that Chevron may meet its obligations under this Decree to comply with PRUSTR release detection regulations by utilizing any release detection option set forth in the PRUSTR release detection regulations.

14. Defendant shall:

a) cease using groundwater and vapor monitoring as methods of release detection for tanks and piping at all Facilities no later than March 31, 2013;

b) install a fully automated Veeder-Root release detection system which includes automatic tank gauging for single wall tanks, interstitial monitoring for double wall tanks, and electronic line leak detectors for the piping on UST systems at all Facilities. This fully automated Veeder-Root detection system will serve as Chevron's method of release detection for the tanks and piping associated with the UST systems for all Facilities;

c) the transition to Veeder-Root monitoring will be completed no later than March 31, 2013, and by September 27, 2013, Chevron shall abandon and close the

groundwater and vapor monitoring wells (if not already abandoned and closed) associated with the UST systems at all Facilities;

d) Defendant shall operate the automated release detection system for tanks and piping referenced in subparagraph 14 b) above, pursuant to a monitoring contract with The Veeder-Root Company or a similar type entity. Defendant's operation of the automated release detection system shall last for a minimum of five years beginning March 31, 2013 through March 30, 2018. The contract shall include the requirement for Veeder-Root to log all alarms, including those arising from potential or suspected releases, spill or overfill of tanks, malfunction/failure of components, and disconnection of components. Defendant shall provide summaries of the information identified in this subparagraph in quarterly reports to EPA pursuant to Section VII (Reporting Requirements), Paragraph 32a. In addition, the contract shall require that, upon the request of EPA, Veeder-Root and/or Defendant shall provide any information in their respective possession obtained or reported by the above described monitoring system.

e) Beginning March 31, 2014, Defendant shall provide a written certification of its compliance with all applicable release detection requirements for both tanks and piping at all Facilities during the prior calendar year. This written certification shall state as follows:

“Except with regard to any exceptions described below, Chevron certifies that it operated the release detection systems for both tanks and piping at the Facilities in compliance with Paragraph 14 of the Consent Decree entered in *United States v. Chevron Puerto Rico* [insert Civil Action number] during the prior calendar year.”

This written certification shall be submitted thereafter on an annual basis for each year this Decree is in effect until termination of this Consent Decree. These certifications shall also bear

the certification language set forth in Paragraph 35. At the time of the certification, if there is an instance(s) of non-compliance or where release detection records indicate a suspected release(s) or release(s) has occurred, Defendant shall notify EPA, according to Section XIV of this Consent Decree (Notices), concerning any instance(s) of non-compliance or where release detection records indicate a suspected release(s) or release(s) has occurred. Except for records maintained solely at Veeder-Root, Defendant shall maintain records of release detection at the Facilities or at a centralized location (which shall include the ability to access electronic records stored elsewhere on remote servers) and shall make such records available upon any EPA or State request. Nothing in this subparagraph shall release Defendant from its obligation to comply with Rule 501 of the PRUSTR and any applicable regulations which require owners and operators to report to the implementing agency within twenty-four (24) hours, any release(s) or suspected release(s) of regulated substances at the UST site or the surrounding area;

f) ensure that the contract between Veeder-Root and Chevron provides that Veeder-Root maintain all records generated pursuant to subparagraph 14 d) above concerning the Facilities for a minimum of five years from March 31, 2013, and that Veeder-Root shall provide such records to EPA upon request; and

g) install dispenser pans under all dispensers where no pan is currently installed underneath the dispensers no later than March 31, 2013 for all Facilities.

15. Chevron certifies by signing this Consent Decree that it has installed overfill prevention equipment in compliance with the requirements of the PRUSTR at service stations 603 and 815.

16. If between the Effective Date and the date of Termination of this Decree, Chevron begins to operate USTs, or resumes the operation of USTs that were temporarily or

permanently closed, at facilities not identified in Appendix A, Chevron shall propose a modification in writing to Appendix A to the United States for approval. Assuming that the United States agrees to the proposed modification, Appendix A shall be modified to include such additional facility. For purposes of Section XVII (Modification), such modification to Appendix A shall not be deemed a material change to the Decree.

17. This Consent Decree in no way relieves Defendant of its responsibility to comply with all applicable federal, state, and/or local laws, regulations, and/or permits. Compliance with this Consent Decree shall not constitute a defense to any action pursuant to said laws, regulations, or permits.

18. Permits. If any compliance obligation under this Section requires Defendant to obtain a federal, state, or local permit or approval, Defendant shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. Defendant may seek relief under the provisions of Section IX of this Consent Decree (Force Majeure) for any delay in the performance of any such obligation resulting from a failure to obtain, or a delay in obtaining, any permit or approval required to fulfill such obligation, if Defendant has submitted timely and complete applications and has taken all other actions necessary to obtain all such permits or approvals.

#### VI. SUPPLEMENTAL ENVIRONMENTAL PROJECTS

19. Defendant shall implement two Supplemental Environmental Projects (“SEPs”), identified as SEP1 and SEP2, in accordance with all provisions of this Consent Decree.

20. SEP1 requires the installation of any and all equipment components necessary to insure the commencement of operation of centralized monitoring at all service

stations with USTs identified in Appendix A no later than March 31, 2013. The centralized monitoring system that Chevron installs will contain both audible and visible alarms on the Veeder-Root panels (which alert the station personnel of any alarm conditions that the installed sensors detect). The systems will record and maintain that alarm data as well as system testing data at a centralized location. These systems shall be configured for remote monitoring by Veeder-Root's central data monitoring system. All alarms and testing data shall be transmitted to Veeder-Root's data center and retained by Veeder-Root at a data center or other centralized location (which shall include the ability to access electronic records stored elsewhere on remote servers) for a period of five years. If an alarm is reported, Veeder-Root will initiate contact of the response personnel responsible for addressing the alarm condition and conducting any necessary response and repair work.

21. Defendant will ensure that the centralized monitoring will continue for a minimum of five years from March 31, 2013 for all Facilities.

22. SEP2 requires the installation or replacement of liquid sensors and operation of these liquid sensors under the dispenser pans for all Facilities no later than March 31, 2013. Installation of these liquid sensors includes connection to a centralized monitoring system.

23. Defendant is responsible for the satisfactory completion of each SEP in accordance with the requirements of this Decree. Defendant may use contractors or consultants in planning and implementing both SEPs.

24. With regard to each SEP, Defendant certifies the truth and accuracy of each of the following:

a. that all cost information provided to EPA in connection with EPA's approval of the SEP is complete and accurate and that Defendant in good faith estimates that the costs of the SEPs are as follows:

i. the cost for installing SEP1 is approximately \$1,307,671 and the cost to operate and maintain the centralized monitoring from the Effective Date through March 30, 2018 is approximately \$1,478,700 for a total SEP1 cost of approximately \$2,786,371; and

ii. the cost for installing SEP2 is approximately \$687,981.

b. that, as of the date of executing this Decree, Defendant is not required to perform or develop the SEPs by any federal, state, or local law or regulation and is not required to perform or develop the SEPs by agreement, grant, or as injunctive relief awarded in any other action in any forum;

c. that the SEPs are not projects that Defendant was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this Decree;

d. that Defendant is not a party to any open federal financial assistance transaction that is funding or could be used to fund the same activities described in the SEPs. Defendant further certifies, that to the best of its knowledge and belief after reasonable inquiry, there is no such open federal financial transaction that is funding or could be used to fund the same activities described in the SEPs, nor have the same activities been described in an unsuccessful federal financial assistance transaction proposal submitted to EPA within two years of the date of this Consent Decree (unless the project was barred from funding as statutorily ineligible). For the purposes of this certification, the term "open federal financial assistance

transaction" refers to a grant, cooperative agreement, loan, federally-guaranteed loan guarantee or other mechanism for providing federal financial assistance whose performance period has not yet expired;

e. that Defendant has not received and will not receive credit for the SEPs in any other enforcement action; and

f. that Defendant will not receive any reimbursement for any portion of the SEPs from any other person.

25. SEP Completion Reports

a. Within 30 days after the date set for completion of installation requirements for each SEP, Defendant shall submit a SEP Installation Completion Report to the United States, in accordance with Section XIV of this Consent Decree (Notices). For each SEP, the SEP Installation Completion Report shall contain the following information:

i. a detailed description of the SEP as implemented;

ii. a description of any problems encountered in completing the SEP and the solutions thereto;

iii. an itemized list of all eligible SEP costs expended;

iv. certification that the SEP has been fully implemented pursuant to the provisions of this Decree; and

v. a description of the environmental and public health benefits resulting from implementation of the SEP (with a quantification of the benefits and pollutant reductions, if feasible).

b. For each SEP, within one year of the submittal of the SEP Installation Completion Report and annually thereafter until termination of the Consent Decree

pursuant to Section XVIII (Termination) below, Defendant shall submit a written certification that the SEP O&M activities have been fully implemented during the reporting period pursuant to the provisions of this Decree.

26. EPA may require information in addition to that described in the preceding Paragraph, in order to evaluate Defendant's compliance with the requirements of the SEPs.

27. After receiving the SEP Installation Completion Report and the SEP O&M annual certifications, the United States shall notify Defendant whether or not Defendant has satisfactorily completed the SEP. If Defendant has not completed the SEP in accordance with this Consent Decree, stipulated penalties may be assessed under Section VIII of this Consent Decree (Stipulated Penalties).

28. Disputes concerning the satisfactory performance of the SEPs and the amount of eligible SEP costs may be resolved under Section X of this Decree (Dispute Resolution). No other disputes arising under this Section shall be subject to Dispute Resolution.

29. Each submission required under this Section shall be signed by an official with knowledge of the SEP and shall bear the certification language set forth in Paragraph 35.

30. Any public statement, oral or written, in print, film, or other media, made by Defendant making reference to the SEPs under this Decree shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action, United States v. Chevron Puerto Rico, taken on behalf of the U.S. Environmental Protection Agency under the Resource Conservation and Recovery Act."

31. For federal income tax purposes, Defendant agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEPs.

## VII. REPORTING REQUIREMENTS

32. Defendant shall submit the following reports in hard copy or by electronic format to the United States, the EPA, and EQB:

a. Within 30 Days after the end of each calendar quarter (i.e., by April 30, July 30, October 30, and January 30) after lodging of this Consent Decree, until termination of this Decree pursuant to Section XVIII (Termination), Defendant shall submit a report for the preceding quarter that shall include: 1) problems encountered or anticipated, together with implemented or proposed solutions; 2) status of any permit applications relevant to the implementation of this Consent Decree; and 3) a discussion of Defendant's progress in satisfying its obligations in connection with the Compliance Requirements under Section V and both SEPs under Section VI of this Decree including, at a minimum, a narrative description of activities undertaken, status of any construction or compliance measures, and a summary of costs incurred since the previous report.

b. If Defendant violates, or has reason to believe that it may violate, any requirement of this Consent Decree, Defendant shall notify the United States of such violation and its likely duration, in writing, within ten working days of the day Defendant first becomes aware of the violation, with an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation. If the cause of a violation cannot be fully explained at the time the report is due, Defendant shall so state in the report. Defendant shall investigate the cause of the violation and shall then submit an

amendment to the report, including a full explanation of the cause of the violation, within 30 Days of the day Defendant becomes aware of the cause of the violation. Nothing in this Paragraph or the following Paragraph relieves Defendant of its obligation to provide the notice required by Section IX of this Consent Decree (Force Majeure).

33. Whenever any violation of this Consent Decree or any other event affecting Defendant's performance under this Decree may pose an immediate threat to the public health or welfare or the environment, Defendant shall notify EPA orally or by electronic or facsimile transmission as soon as possible, but no later than 24 hours after Defendant first knew of the violation or event. This procedure is in addition to the requirements set forth in the preceding Paragraph.

34. All reports shall be submitted to the persons designated in Section XIV of this Consent Decree (Notices).

35. Each report submitted by Defendant under this Section shall be signed by an official of the submitting party and include the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

This certification requirement does not apply to emergency or similar notifications where compliance would be impractical.

36. The reporting requirements of this Consent Decree, do not relieve Defendant of any reporting obligations required by the RCRA, PRUSTR or by any other federal, state, or local law, regulation, permit, or other requirement.

37. Any information provided pursuant to this Consent Decree may be used by the United States in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

VIII. STIPULATED PENALTIES

38. Defendant shall be liable for stipulated penalties to the United States for violations of this Consent Decree as specified below, unless excused under Section IX (Force Majeure). A violation includes failing to perform any obligation required by the terms of this Decree according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree.

39. Late Payment of Civil Penalty. If Defendant fails to pay the civil penalty required to be paid under Section IV of this Decree (Civil Penalty) when due, Defendant shall pay a stipulated penalty of \$5,000.00 per Day for each Day that the payment is late.

40. Compliance Milestones

a. The following stipulated penalties shall accrue per violation per Day per Facility for each violation of the requirements identified at a particular Facility in subparagraph b of this Paragraph:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$750.00	1st through 14th Day
\$1,500.00	15th through 30th Day
\$2,500.00	31st Day and beyond.

b. Requirements:

- i. Install a fully automated Veeder-Root release detection system monitoring system for the Facilities pursuant to Paragraph 14(b);
- ii. Operate the automated release detection system for tanks and piping pursuant to a monitoring contract with Veeder-Root or a similar entity for the Facilities pursuant to Paragraph 14;
- iii. Provide written certifications of compliance with applicable release detection requirements pursuant to Paragraph 14(e) of this Consent Decree; and
- iv. install dispenser pans pursuant to Paragraph 14(g).

41. If after the Effective Date of this Consent Decree, Defendant retains ownership of any UST(s) at any Facility listed in Appendix A, but is unable to comply with the terms of the Consent Decree because the UST(s) at the Facility is no longer under Defendant's control, Defendant must pay the United States a \$50,000.00 penalty for each Facility where non-compliance with the Decree has occurred, and will continue to occur because the Facility is no longer under Defendant's control. Once Defendant declares that the UST(s) at a Facility is no longer under Defendant's control and that it cannot comply with the Decree's terms, Defendant shall pay the penalty amount identified in this Paragraph in lieu of the stipulated penalty amount accruing for a particular Facility under Paragraphs 40 (Compliance Milestones) or 43 (SEP Compliance).

42. Reporting Requirements

The following stipulated penalties shall accrue per violation per Day for each violation of the reporting requirements of Section VII (Reporting Requirements) and Section VI (Supplemental Environmental Projects) of this Consent Decree:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$750.00	1st through 14th Day
\$1,500.00	15th through 30th Day
\$3,000.00	31st Day and beyond.

43. SEP Compliance

a. If Defendant fails to satisfactorily complete either SEP by the deadlines set forth in Paragraphs 20 - 22, Defendant shall pay stipulated penalties for each SEP for each day for which it fails to satisfactorily complete the SEP, as follows:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$750.00	1st through 14th day
\$1,500.00	15th through 30th day
\$3,000.00	31st day and beyond.

b. If Defendant fails to implement SEP1, or halts or abandons work on SEP1, including the applicable five year requirement to operate the centralized monitoring system, Defendant shall pay a stipulated penalty of \$2,560,000.00. The penalty under this subparagraph shall accrue as of the date specified for completing SEP1 or the date performance ceases, whichever is earlier.

c. If Defendant fails to implement SEP2, or halts or abandons work on SEP2, including an applicable O&M requirement, Defendant shall pay a stipulated penalty of \$750,000.00. The penalty under this subparagraph shall accrue as of the date specified for completing SEP2 or the date performance ceases, whichever is earlier.

d. If Defendant implements SEP1 and/or SEP2 at all of the Facilities except for ten or less Facilities, Defendant shall not be deemed to have failed to implement SEP1

or SEP2 for purposes of being liable for stipulated penalties under subparagraph 43 b. and/or 43 c. above. Instead, Defendant shall be liable for a stipulated penalty as listed below for each Facility up to ten Facilities where Defendant did not implement the SEPs:

Failed to implement SEP1 and SEP2	\$50,000.00 per Facility
Failed to implement SEP1	\$35,000.00 per Facility
Failed to implement SEP2	\$25,000.00 per Facility.

44. Except as provided in Paragraph 41 and subparagraph 43 d., stipulated penalties under this Section shall begin to accrue on the Day after performance is due or on the Day a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree.

45. Defendant shall pay any stipulated penalty within 30 Days of receiving the United States' written demand.

46. The United States may in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due it under this Consent Decree.

47. Stipulated penalties shall continue to accrue as provided in Paragraph 44, during any Dispute Resolution, but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of EPA that is not appealed to the Court, Defendant shall pay accrued penalties determined to be owing, together with interest, to the United States within 30 Days of the effective date of the agreement or the receipt of EPA's decision or order.

b. If the dispute is appealed to the Court and the United States prevails in whole or in part, Defendant shall pay all accrued penalties determined by the Court to

be owing, together with interest, within 60 Days of receiving the Court's decision or order, except as provided in subparagraph c, below.

c. If any Party appeals the District Court's decision, Defendant shall pay all accrued penalties determined to be owing, together with interest, within 15 Days of receiving the final appellate court decision.

48. Defendant shall pay stipulated penalties owing to the United States in the manner set forth and with the confirmation notices required by Paragraph 11, except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid.

49. If Defendant fails to pay stipulated penalties according to the terms of this Consent Decree, Defendant shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States from seeking any remedy otherwise provided by law for Defendant's failure to pay any stipulated penalties.

50. Subject to the provisions of Section XII of this Consent Decree (Effect of Settlement/Reservation of Rights), the stipulated penalties provided for in this Consent Decree shall be in addition to any other rights, remedies, or sanctions available to the United States for Defendant's violation of any requirement of this Consent Decree or applicable law.

#### IX. FORCE MAJEURE

51. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Defendant, of any entity controlled by Defendant, or of Defendant's contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Defendant's best efforts to fulfill the obligation.

The requirement that Defendant exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any such event (a) as it is occurring and (b) after it has occurred to prevent or minimize any resulting delay to the greatest extent possible. "Force Majeure" does not include a) Defendant's financial inability to perform any obligation under this Consent Decree or, b) the failure of any lessee, sublessee, or assignee under a lease or sublease, any entity controlled by the lessee, sublessee, or assignee, or the lessee, sublessee, or assignee's contractors, to perform the obligations required under this Consent Decree or the Act.

52. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, Defendant shall provide notice to the United States and EPA by electronic or facsimile transmission within 72 hours of when Defendant first knew that the event might cause a delay. Within seven days thereafter, Defendant shall provide in writing to EPA an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Defendant's rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of Defendant, such event may cause or contribute to an endangerment to public health, welfare or the environment. Defendant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure.

53. Failure to comply with the above requirements shall preclude Defendant from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure, unless EPA agrees in writing

otherwise. Defendant shall be deemed to know of any circumstance of which Defendant, any entity controlled by Defendant, or Defendant's contractors knew or should have known.

54. If EPA agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by EPA for such time as is necessary to complete those obligations. Defendant shall not be liable for stipulated penalties for any such period of delay. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. EPA will notify Defendant in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

55. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify Defendant in writing of its decision.

56. If Defendant elects to invoke the dispute resolution procedures set forth in Section X (Dispute Resolution), it shall do so no later than 15 days after receipt of EPA's notice pursuant to the above Paragraph. In any such proceeding, Defendant shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to the effects of the delay, and that Defendant complied with the requirements of Paragraphs 52 and 53, above. If Defendant carries this burden, the delay at issue shall be deemed not to be a violation by Defendant of the affected obligation of this Consent Decree identified to EPA and the Court.

## X. DISPUTE RESOLUTION

57. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. Defendant's failure to seek resolution of a dispute under this Section shall preclude Defendant from raising any such issue as a defense to an action by the United States to enforce any obligation of Defendant arising under this Decree.

58. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when Defendant sends the United States a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 30 Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within 5 Days after the conclusion of the informal negotiations period, Defendant invokes formal dispute resolution procedures as set forth below.

59. Formal Dispute Resolution. Defendant shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Defendant's position and any supporting documentation relied upon by Defendant.

60. The United States shall serve its Statement of Position within 45 Days of receipt of Defendant's Statement of Position. The United States' Statement of Position shall

include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The United States' Statement of Position shall be binding on Defendant, unless Defendant files a motion for judicial review of the dispute in accordance with the following Paragraph.

61. Defendant may seek judicial review of the dispute by filing with the Court and serving on the United States, in accordance with Section XIV of this Consent Decree (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within 15 Days of receipt of the United States' Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of Defendant's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

62. The United States shall respond to Defendant's motion within the time period allowed by the Local Rules of this Court. Defendant may file a reply memorandum, to the extent permitted by the Local Rules.

63. Standard of Review

a. Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 59 that is accorded review on the administrative record under applicable principles of administrative law, Defendant shall have the burden of demonstrating, based on the administrative record, that the position of the United States is arbitrary and capricious or otherwise not in accordance with law.

b. Other Disputes. Except as otherwise provided in this Consent Decree, in any other dispute brought under Paragraph 59, Defendant shall bear the burden of demonstrating that its position complies with this Consent Decree and applicable law.

64. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Defendant under this Consent Decree, unless and until final resolution of the dispute so provides unless EPA agrees in writing otherwise. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 47. If Defendant does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VIII (Stipulated Penalties).

#### XI. INFORMATION COLLECTION AND RETENTION

65. To the extent Defendant is authorized to provide such access, the United States and its representatives, including attorneys, contractors, and consultants, shall have the right of entry into any Facility, at all reasonable times, upon presentation of credentials, to:

- a. monitor the progress of activities required under this Consent Decree;
- b. verify any data or information submitted to the United States in accordance with the terms of this Consent Decree;
- c. obtain samples and, upon request, splits of any samples taken by Defendant or its representatives, contractors, or consultants;
- d. obtain documentary evidence, including photographs and similar data; and
- e. assess Defendant's compliance with this Consent Decree.

66. Upon request, Defendant shall provide EPA or its authorized representative splits of any samples taken by Defendant. Upon request, EPA shall provide Defendant splits of any samples taken by EPA.

67. Until five years after the termination of this Consent Decree, Defendant shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to Defendant's performance of its obligations under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States, Defendant shall provide copies of any documents, records, or other information required to be maintained under this Paragraph. Nothing in this previous sentence shall affect Defendant's rights to claim privilege with respect to such documents, records or other information.

68. After the conclusion of the information-retention period provided in the preceding Paragraph, Defendant shall notify the United States at least 90 Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States, Defendant shall deliver any such documents, records, or other information to EPA. Defendant may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal law. If Defendant asserts such a privilege, it shall provide the following: (1) the title of the document, record, or information; (2) the date of the document,

record, or information; (3) the name and title of each author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Defendant.

69. No final versions of any documents, records, or other information created or generated pursuant to the requirements of this Consent Decree shall be withheld on grounds of privilege. This shall include, but is not limited to, documents Defendant is required to provide to EPA pursuant to Section XIV (Notices) of this Consent Decree.

70. Defendant may also assert that information required to be provided under this Section is protected as Confidential Business Information ("CBI") under 40 C.F.R. Part 2. As to any information that Defendant seeks to protect as CBI, Defendant shall follow the procedures set forth in 40 C.F.R. Part 2, including but not limited to, providing EPA sufficient documentation to satisfy the requirements of 40 C.F.R. Section 2.204 (e)(4).

71. This Consent Decree in no way limits or affects any right of entry pursuant to applicable federal laws, regulations, or permits, nor does it limit or affect any duty or obligation of Defendant to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

## XII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

72. This Consent Decree resolves the civil claims of the United States for the violations alleged in the Complaint filed in this action through the date of lodging for the Released Facilities which is conditioned upon the full payment of all penalties (including stipulated penalties and any interest accrued), the satisfactory performance of the Compliance Requirements (as set forth in Section V), the SEPs (as set forth in Section VI), and accurate certifications and reporting required under this Decree.

73. The United States reserves all legal and equitable remedies available to enforce the provisions of this Consent Decree, except as expressly stated in Paragraph 72. This Consent Decree shall not be construed to limit the rights of the United States to obtain penalties or injunctive relief under the Act or implementing regulations, or under other federal or state laws, regulations, or permit conditions, except as expressly specified herein. The United States further reserves all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, any Facility owned and/or operated by Defendant, whether related to the violations addressed in this Consent Decree or otherwise.

74. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, civil penalties, other appropriate relief relating to the Facilities or Defendant's alleged violations, Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 72 of this Section.

75. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. In performing the Work, Defendant is responsible for achieving and maintaining complete compliance with all applicable federal, state, and local laws, regulations, and permits; and Defendant's compliance with this Consent Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States does not, by its consent to the entry of this Consent

Decree, warrant or aver in any manner that Defendant's compliance with any aspect of this Consent Decree will result in compliance with provisions of the Act, the PRUSTR, or with any other provisions of federal, State, or local laws, regulations, or permits.

76. This Consent Decree does not limit or affect the rights of Defendant or of the United States against any third parties, not party to this Consent Decree, nor does it limit the rights of third parties, not party to this Consent Decree, against Defendant, except as otherwise provided by law.

77. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

### XIII. COSTS

78. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of the civil penalty or any stipulated penalties due but not paid by Defendant.

### XIV. NOTICES

79. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed as follows:

To the United States:

Chief, Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
Box 7611 Ben Franklin Station  
Washington, D.C. 20044-7611  
Re: DOJ No. 90-7-1-09727

and

To EPA:

UST Team Leader  
U.S. Environmental Protection Agency  
Region 2  
290 Broadway  
New York, New York 10007-1866

To EQB:

Director  
Water Quality Area  
Puerto Rico Environmental Quality Board  
Cross Environmental Agencies Building A. Matos  
Urbanización San Jose Industrial Park  
1375 Ponce de Leon Avenue  
San Juan, Puerto Rico 00926-2604

To Defendant:

Donald J. Patterson, Jr.  
Beveridge & Diamond, P.C.  
1350 I Street, N.W. Suite 700  
Washington, DC 20005

April Rutter  
Legal Analyst  
Environmental Practice Group  
Chevron Law Department  
Chevron Corporation  
145 S. State College Blvd.  
Brea, CA 92821

80. Any Party may, by written notice to the other Party, change its designated notice recipient or notice address provided above.

81. Notices submitted pursuant to this Section shall be deemed submitted upon mailing, unless otherwise provided in this Consent Decree or by mutual agreement of the

Parties in writing. Notices shall be sent by first class U.S. mail, certified or registered mail, by Federal Express or equivalent overnight service, or by e-mail.

#### XV. EFFECTIVE DATE

82. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket.

#### XVI. RETENTION OF JURISDICTION

83. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections X (Dispute Resolution) and XVII (Modification), or effectuating or enforcing compliance with the terms of this Decree.

#### XVII. MODIFICATION

84. The terms of this Consent Decree, including any attached appendices, may be modified only by a subsequent written agreement signed by all the Parties. Where the modification constitutes a material change to this Decree, it shall be effective only upon approval by the Court.

85. Any disputes concerning modification of this Decree shall be resolved pursuant to Section X of this Decree (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 63, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

### XVIII. TERMINATION

86. After Defendant has completed the requirements of Section V (Compliance Requirements) and Section VII (Reporting Requirements) of this Decree, and has complied with all other requirements of this Consent Decree, including those relating to the SEPs required by Section VI (Supplemental Environmental Projects) of this Consent Decree and has paid the civil penalty and any accrued stipulated penalties as required by this Consent Decree, Defendant may serve upon the United States a Request for Termination, stating that Defendant has satisfied those requirements, together with all necessary supporting documentation.

87. Following receipt by the United States of Defendant's Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether Defendant has satisfactorily complied with the requirements for termination of this Consent Decree. If the United agrees that the Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Decree.

88. If the United States does not agree that the Decree may be terminated, Defendant may invoke Dispute Resolution under Section X of this Decree. However, notwithstanding the deadlines established by Paragraph 61, Defendant shall not seek Dispute Resolution of any dispute regarding termination, under Paragraph 59 of Section X, until 60 Days after service of its Request for Termination.

### XIX. PUBLIC PARTICIPATION

89. This Consent Decree shall be lodged with the Court for a period of not less than 30 Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the

Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. This Consent Decree is also subject to the opportunity for public meeting under RCRA Section 7003(d), 42 U.S.C. § 6973(d). Defendant consents to entry of this Consent Decree without further notice and agrees not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless the United States has notified Defendant in writing that it no longer supports entry of the Decree.

#### XX. SIGNATORIES/SERVICE

90. Each undersigned representative of Defendant and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.

91. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Defendant agrees to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

#### XXI. INTEGRATION

92. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. No other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Decree or the settlement it represents, nor shall it be used in construing the terms of this Decree.

XXII. FINAL JUDGMENT

93. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States and Defendant. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

XXIII. APPENDICES

94. The following appendices are attached to and part of this Consent Decree:

- “Appendix A” is the list of retail gasoline service stations containing UST(s), individually or collectively owned and/or operated by Defendant and located in the Commonwealth of Puerto Rico; and
- “Appendix B” is the list of Released Facilities.

Dated and entered this \_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
UNITED STATES DISTRICT JUDGE  
District of Puerto Rico

FOR PLAINTIFF UNITED STATES OF AMERICA:

*Ignacia S. Moreno*


IGNACIA S. MORENO  
Assistant Attorney General  
Environment and Natural Resources Division  
United States Department of Justice


*Patricia Mckenna*

*July 22, 2001*

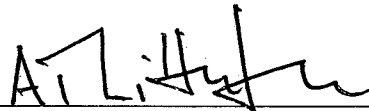
PATRICIA MCKENNA  
Senior Attorney  
Environmental Enforcement Section  
Environment and Natural Resources Division  
United States Department of Justice  
P.O. Box 7611  
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Washington, D.C. 20044-7611  
(202) 616-6517

ROSA E. RODRIGUEZ-VELEZ  
United States Attorney  
District of Puerto Rico  
Torre Chardon , Suite 1201  
350 Carlos Chardon Avenue  
San Juan, PR 00918

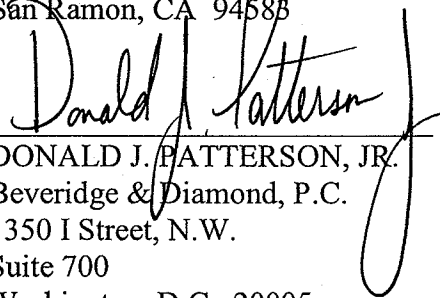
 7/21/11  
ERIC SCHAAF  
Regional Counsel, US EPA Region 2

 July 21, 2011  
BRUCE ABER  
Assistant Regional Counsel  
US EPA Region 2  
290 Broadway  
New York, NY 10007  
(212) 637-3224

FOR DEFENDANT CHEVRON PUERTO RICO, LLC:




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Senior Counsel  
Environmental Practice Group  
Chevron Law Department  
Chevron Corporation  
6001 Bollinger Canyon Road, Room T2240  
San Ramon, CA 94583



DONALD J. PATTERSON, JR.  
Beveridge & Diamond, P.C.  
1350 I Street, N.W.  
Suite 700  
Washington, D.C. 20005  
(202) 789-6032  
Counsel for Chevron Puerto Rico, LLC

FOR DEFENDANT CHEVRON PUERTO RICO, LLC:

A handwritten signature in black ink, consisting of several loops and a final flourish, positioned above a horizontal line.

JOSE LUIS FAURE

President

Chevron Puerto Rico, LLC

Metro Office Park #2

Texaco Plaza Suite 400

Guaynabo, PR 00968

**United States v. Chevron Puerto Rico, LLC**  
**APPENDIX A to Consent Decree**  
***Facilities with USTs Owned and/or Operated by CPRLLC***

	Station No.	Location
	<b>155</b>	<b>&lt;-- TOTAL # OF STATIONS</b>
1.	200	Ave. Muñoz Rivera # 871 Rio Piedras, San Juan, PR
2.	202	Calla Guayama # 186 Esq. Francia Rio Piedras San Juan PR
3.	204	Carr 510 Km 2 Bo Sabana, Juana Diaz
4.	205	Ave. Ing. Cesar Gonzalez #555, Hato Rey
5.	206	Carr Boca De Cangrejos Km. 0.3 Isla Verde Carolina
6.	207	Calle Marginal A -17, Urb. Los Angeles Carolina
7.	208	Calle # 2 Esq Carr # 20, Urb Villa Nevarez, Rio Piedras, San Juan PR
8.	210	Ave Fernadez Juncos 1256, Santurce , san Juan
9.	211	Carr 686, Km 13.1, Vega Baja, SJ
10.	212	Ave. Ponce de León #73, Hato Rey
11.	213	Carr. Ave. Central Esq. San Patricio, SJ
12.	214	Ave. Lomas Verdes & Carr. 174, Bayamon
13.	215	Ave. De Diego # 123 Esq. Calle Calle SO # 48, Rio Piedras
14.	220	Ave Roosevel # 123 Esq Ave De Diego, Urb Puerto Nuevo Rio Piedras
15.	221	Calle Ruiseñor # 979, Urb Country Club Carolina
16.	222	Carr #2, Km. 34.7, Vega Baja
17.	224	Ave. Roosevelt & Hostos #249, Hato Rey
18.	225	Carr # 1, Marginal Km 16.6, Urb Santa Maria Rio Piedras
19.	227	Correct address : Roosevelt Ave with corner De Diego Ave 1301, Puerto Nuevo 00920 (Instead of below: Carr. 686, Km 13.1, Veba Baja, SJ)
20.	228	Ave. De Diego, Esq. Expreso Truillo Alto, Rio Piedras
21.	230	Ave Muñoz Rivera# 560 , Pda 35 Hato Rey
22.	232	Ave Eduardo Conde # 1928, Santurce
23.	233	Carr 181 Kn 14.3, San Lorenzo
24.	234	Carr. #3 Km. 87.8, Humacao
25.	237	Ave. 65 de Infantería Km. 7.5, Carolina

~ APPENDIX A ~

**United States v. Chevron Puerto Rico, LLC**  
**APPENDIX A to Consent Decree**  
***Facilities with USTs Owned and/or Operated by CPRLLC***

	<b>Station No.</b>	<b>Location</b>
26.	239	Urb. Villa Andalucia, Calle Tortosa O3, Rio Piedras
27.	240	Carr. #172, Km. 13, Cidra
28.	241	Calle gautier Benitez 153, Caguas
29.	242	Carr 159 Km 0.1, Salida Morovis Corozal, Morovis
30.	244	Carr 876 Km 2.8, Trujillo Alto
31.	253	Carr 173, Km .3, Cidra
32.	259	Carr 2, Km 29.3, Vega Alta
33.	261	Ave. Georgetti #41, Comerio
34.	265	Carr 842 Km 2.8 Bo. Caimito Rio Piedras
35.	269	Carr 1, Km 29.2, Caguas
36.	285	Carr # 20 Km 20.7, Bo Camarones, Guaynabo
37.	293	Carr. 2, Kim 19.4, Toa Baja
38.	299	Ave. Comerio Esq. Sabana Seca, Toa Baja
39.	306	Carr 866 Int 867, Sabana Seca Toa Baja
40.	308	Carr 867, Km 6.7, Bo Ingenio, Toa Baja
41.	309	Carr. #112, Km. 1.7, Isabela
42.	310	Carr. 173, Km 6.6, Aguas Buenas
43.	315	Carr 1, Km 34, Centro Comercial Villa Blanca, Caguas
44.	318	Calle Andres Rivera, Gurabo
45.	320	Ave. Barbosa, Esq. Calle Emanuelli, Hato Rey
46.	322	Carr 198, Km 5.1, Las Piedras
47.	324	Calle Jose De Diego Final,# 2, Cidra
48.	334	Ave Roosevelt Esq Escorial, San Juan
49.	336	Carr. #152 Int., K. 9.9, Naranjito
50.	339	Carr5 # 3 Km 19.1, Canovanas
51.	342	Carr. 927, Km 2.2, Humacao

~ APPENDIX A ~

**United States v. Chevron Puerto Rico, LLC**  
**APPENDIX A to Consent Decree**  
*Facilities with USTs Owned and/or Operated by CPRLLC*

	<b>Station No.</b>	<b>Location</b>
52.	347	Carr 165, Bo Galateo, Toa Alta
53.	350	Carr 14, Km 72.4, Bo Montellanos, Cayey
54.	351	Carr. 24, Km 3.6, Guaynabo
55.	355	Carr 183, Km 21.9, Las Piedras
56.	358	Ave Campo Rico, Esq, El Comandante, Urb Country Club, Carolina
57.	359	Carr 185, Km 12, Bo Cedro , Carolina
58.	366	Ave Apolo Esq Calle Mercurio, Guaynabo
59.	369	Ave santa Juanita, Esq India, Urb Santa Juanita, Bayamon
60.	371	Ave Iturregui, Esq calle 413, Urb Villa Carolina, Carolina
61.	374	Carr. #181, Km. 9.6, Trujillo Alto
62.	376	Carr 194, Esq. Main, Fajardo
63.	377	Carr. Ave. West Main Int. Ave. Comerio, Bayamon
64.	378	Carr. 155, Km. 35.5, Morovis
65.	380	Carr. #2, Km. 34.6, Vega Baja
66.	381	Carr 3 int 902, Yabucoa
67.	382	Carr 156, Km 10.4, Barranquitas
68.	384	Carr. PR, Km. 45.2, Manati
69.	386	Carr. #147, Km. 1.0, Naranjito
70.	387	Ave Irlanda Hgts., Urb. Villa Navarra , Bayamon
71.	388	Calle Acuario Esq. Lesbos Urb Venus Gardens, Cupey
72.	390	Carr 3 Km 78, Humacao
73.	393	Ave Ciciliana, Esq. Calle 1, Urb Cupey Gardens, Cupey
74.	394	Carr. PR 167, Km 35.4, Comerio
75.	395	Carr. #152, Km. 2.2, Barranquitas
76.	396	Carr. 172, Km. 5.8, Caguas
77.	398	Carr. 152, Km 18.9, Naranjito

~ APPENDIX A ~

**United States v. Chevron Puerto Rico, LLC**  
**APPENDIX A to Consent Decree**  
***Facilities with USTs Owned and/or Operated by CPRLLC***

	<b>Station No.</b>	<b>Location</b>
78.	400	Carr 164, Km 8.2, Naranjito
79.	500	Ave. Luis Llorens Torres # 289, Arecibo
80.	504	Carr 653, Bo Hato Abajo, Arecibo
81.	505	Carr. 10, Km 75, Comerio
82.	511	Carr. #2, Km. 69.5, Arecibo
83.	518	Carr. #130, Km. 4.8, Hatillo
84.	520	Carr. 453, Km. 5.7, Camuy
85.	524	Carr 10, Km 2.1 , Utuado
86.	525	Carr 149, Km 9.4, Ciales
87.	534	Carr 416, Km 0.9, Aguada
88.	541	Carr. 130, Km. 7.8, Hatillo
89.	545	Carr. 129, Km. 35.8, Arecibo
90.	546	Carr. 111, Km. 19.3, Utuado
91.	556	Carr 119, Km 0.7, Bo Piedras Gordas , Camuy
92.	558	calle Tomas Rivera # 13, Barceloneta
93.	559	Carr 111, km 3.9, Bo Vivi Abajo, Utuado
94.	563	Carr. 2, Km. 85.2, Hatillo
95.	567	Carr. #2, Km. 57.3, Barcelonet
96.	570	Carr. 651, Km. 3.2, Arecibo
97.	575	Carr. 2, Km. 113.1, Isabela
98.	576	Carr 2 km 110, Isabela
99.	577	Carr. 662, Int 638, Arecibo
100.	578	Carr. #129, Km. 24.5, Lares
101.	603	Calle Mendez Vigo #190, Mayaguez
102.	606	Carr 107, Km 4.0, Aguadilla
103.	613	Calle Luna 123, San Germán

~ APPENDIX A ~