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Attorneys for Plaintiff
 UNITED STATES OF AMERICA

(continued next page)

IN THE UNITED STATES DISTRICT COURT FOR THE
 DISTRICT OF HAWAII

UNITED STATES OF AMERICA and)
 STATE OF HAWAII, by Margery S.)
 Bronster, Its Attorney)
 General, LAWRENCE MIIKE,)
 Director of Health, State of)
 Hawaii, and MICHAEL WILSON,)
 Chairperson of the Board of)
 Land and Natural Resources,)
 State of Hawaii,)

Plaintiffs)

v.)

CHEVRON PRODUCTS COMPANY)
 HAWAII REFINERY,)

Defendant.

Attachment A

FILED IN THE
 UNITED STATES DISTRICT COURT
 DISTRICT OF HAWAII

SEP 13 1999

at 7 o'clock and 12 min. AM
 WALTER A. Y. H. CHINN, CLERK

Civ. No. **CV99 00410 DAE - LEK**
 PARTIAL CONSENT DECREE

DEPT. OF COMMERCE-NOAA
RECEIVED
 SEP 17 1999
 SOUTHWEST REGIONAL OFFICE
 OFFICE OF GENERAL COUNSEL

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State of Hawaii

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Attorneys for Plaintiff State of Hawaii

This Partial Consent Decree ("Decree") is entered into by the Plaintiff United States of America, on behalf of the United States Department of the Interior, the National Oceanic and Atmospheric Administration and the United States Navy ("United States"), and Plaintiff State of Hawaii, by its Attorney General, Margery S. Bronster, Lawrence Miike, Director of the Hawaii Department of Health ("DOH"), Michael Wilson, Chairperson of the Board of Land and Natural Resource, (collectively, "State"), and Defendant Chevron Products Company Hawaii Refinery ("Chevron") (collectively, the "Parties").

INTRODUCTION

This action arose out of the rupture of a Chevron pipeline on May 14, 1996, in Pearl City, Hawaii, which caused the discharge of oil into Waiiau Stream, Waiiau Marsh, and ultimately into Pearl Harbor, oiling the surface water and shorelines. Plaintiffs have alleged that at least 39,000 gallons of No. 6 bunker fuel oil were discharged.

The discharge resulted in injury to fresh water marsh, intertidal, subtidal and water column habitats and to the plant and wildlife species which utilize those habitats. The United States and the State of Hawaii are co-equal joint Trustees over some or all of the resources affected by the Oil Spill. There are no other trustees with claims to the natural resources damaged by the Oil Spill.

The discharge also caused the total closure of the USS ARIZONA Memorial, a unit of the National Park System, for four

days, and due to ongoing spill response activities at the Memorial, a partial closure for more than a week. These closures resulted in the loss or diminishment of services to the public. The United States is the Trustee for the Memorial.

The United States and Hawaii (collectively, the "Governments") assessed the injuries to Natural Resources, and/or their services resulting from the Oil Spill, and have proposed certain Restoration Projects to Restore and/or compensate for such injuries. The Governments deem the proposed projects reasonable and necessary measures to Restore these Natural Resources, and/or their services.

The Parties desire to avoid the costs and risks of litigation and believe that resolution of this dispute without litigation to be in the best interests of the public.

The Parties recognize that this Decree is a settlement of a contested matter and that neither the payment nor the acceptance of any consideration represents an admission of liability or responsibility by any Party.

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

JURISDICTION

1. This Court has jurisdiction over the subject matter and over the parties to this action pursuant to 28 U.S.C. §§ 1331, 1345, and 1367, 16 U.S.C. § 19jj-2, and 33 U.S.C. § 2717(b). Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) and 33 U.S.C. § 2717(b). The Court has supplemental

jurisdiction over claims stated in the Complaint pursuant to State law. The Complaint states claims upon which relief may be granted.

PARTIES BOUND

2. This Consent Decree shall apply to and be binding upon and inure to the benefit of the United States, Hawaii, and Chevron, and as applicable, their present and former officers, directors, employees, and agents.

DEFINITIONS

3. Whenever the following terms are used in this Decree, they shall have the following meanings:

a. "Day" means a calendar day.

b. "Final Approval of this Decree" means the later of 1) the date on which the District Court has approved and entered this Decree as a judgment and all applicable appeal periods have expired without an appeal being filed, or 2) if an appeal is taken, the date on which the District Court's judgment is affirmed and there is no further right to appellate review.

c. "Natural Resource" or "Natural Resources" means land, fish, wildlife, biota, air, water, ground water, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the State of Hawaii or any of its counties or by the United States (including "park system resources" as defined at 16 U.S.C. section 19jj(d))

and/or the services provided by such resources to other resources and/or humans.

d. "Natural Resource Damages" means the compensation provided for injuries to Natural Resources pursuant to the Oil Pollution Act of 1990, the Park System Resource Protection Act, the Hawaii Environmental Response Law and other applicable law.

e. "Natural Resource Trustees" or "Trustees" means those federal and state agencies designated or authorized pursuant to the Oil Pollution Act of 1990 (OPA), the Park System Resources Protection Act, and/or state law to act on behalf of the public as Trustees for the natural resources belonging to, managed by, controlled by or appertaining to the United States or the State of Hawaii. Specifically, as used in this Decree, the Trustees are the National Park Service (NPS) and the United States Fish and Wildlife Service (FWS) of the United States Department of the Interior (DOI), the National Oceanic and Atmospheric Administration of the United States Department of Commerce (NOAA), the United States Department of the Navy (USN), the Hawaii Department of Health (HDOH) and the Hawaii Department of Land and Natural Resources (HDLNR).

f. "Oil Spill" means the discharge of bunker oil from a ruptured Chevron pipeline on May 14, 1996 in Pearl City, Hawaii, and the resulting oil spill onto lands, marsh, and navigable waters.

g. "Party" or "Parties" means Chevron, the United States, and the State of Hawaii.

h. "Reasonable assessment costs" or "assessment costs" means those costs incurred or to be incurred by Trustees for damage assessment, restoration planning, restoration implementation, or restoration monitoring as described in the parties' "Natural Resource Damage Memorandum of Understanding," dated July 19, 1996 ("MOA").

i. "Restore" or "Restoration" means any action or combination of actions to restore, rehabilitate, replace, or acquire the equivalent of any Natural Resource or its services injured, lost, or destroyed as a result of the Oil Spill.

j. "Restoration Project(s)" means those activities which will Restore Natural Resources injured as a result of the Oil Spill.

k. "Work" means the design and construction of the rip rap repair to the USS ARIZONA Memorial Visitor Center shoreline and includes all activities necessary to obtain permits and approvals for such construction.

PAYMENTS AND PERFORMANCE OF WORK BY CHEVRON

4.a. Chevron shall perform Work, as set forth in paragraphs 9 through 10, of this Decree.

b. Chevron shall pay to the Governments the sum of One Million Six Hundred Fifty Thousand Dollars (\$1,650,000) in the manner set forth in paragraphs 5, 11 through 17 of this Decree.

c. Chevron shall pay to the Governments up to Six Hundred Thousand Dollars (\$600,000) for assessment costs in the manner set forth in paragraph 6. The Parties acknowledge that Chevron has already paid the Governments a portion of this sum in the amount of Three Hundred Sixty three Thousand Eight Hundred Ninety Eight Dollars and Forty Two Cents (\$363,898.42)

PAYMENT OF DAMAGES

5. Within seven (7) days after the Governments notify Chevron that this Decree has been executed on behalf of all the Parties, Chevron shall deposit into an escrow account bearing interest on commercially reasonable terms, in a federally-chartered bank, One Million Five Hundred Fifty Thousand Dollars (\$1,550,000) for damages for natural resources (\$1,350,000) and for supplemental environmental project(s) (\$200,000). This sum so deposited shall remain in the escrow account and may not be withdrawn except to make the payments required by this Decree or unless a final judicial determination by the District Court is made that entry of this Decree will not be approved and all applicable appeal periods have expired without an appeal, or if an appeal is taken, the date on which the District Court issues an order implementing the decision of the appellate court not approving the Decree. In the event that final judicial approval is not obtained, the sum in the escrow account, including any accrued interest, shall be returned to Chevron. Within fifteen (15) days after Final Approval of this Decree, Chevron shall cause the sum in the escrow account, including any accrued

interest, to be paid in accordance with this Decree. All payments under this paragraph shall be accompanied by correspondence referencing this action, DOJ # 90-5-1-1-4426, and this Decree, and notice of such payments shall be given to the United States and the State in accordance with Paragraph 18 (Notices) by sending a copy of the correspondence that accompanies each tendered payment.

a. The sum of five hundred fifty thousand dollars (\$550,000), by certified check, to the Department of the Interior, on behalf of the National Park Service as Trustee for Park System Resources Restoration Projects to be selected by it to address the injuries resulting from the Oil Spill. The check shall be made payable to the Department of the Interior and be delivered to Department of Interior, NBC/Division of Financial Management Services, Branch of Accounting Operations, Mail Stop 1313, 1849 C St. NW, Washington, D.C. 20240. The check shall reflect that it is a payment to the "Natural Resource Damage Assessment And Restoration Fund, Account No. 14X5198 -- Chevron Pearl Harbor Oil Spill." The Department of the Interior will assign these funds a special project number to allow the funds to be maintained as a segregated account within the Department of the Interior Natural Resource Damage Assessment and Restoration Fund, Account No. 14X5198/19jj (the "Chevron Pearl Harbor 19jj Account"). The Department of the Interior shall, in accordance with law, manage and invest funds in said account, and any return on investments or interest accrued on funds in said account for

use by the National Park Service in connection with Restoration projects connected to the Oil Spill. The Department of the Interior shall not make any charge against the Chevron Pearl Harbor Account for investment or management services provided. The Department of the Interior shall hold all funds in the Chevron Pearl Harbor Account, including return on investments or accrued interest, subject to the provisions of this Decree. If, at the time that the aforesaid sum becomes payable, the National Park Service has already expended funds from any other account(s) (including the USS Arizona Memorial Donation Account) for Park System Restoration Projects, the aforesaid sum, or that portion representing the amount already expended, shall be deposited into the account(s) from which NPS funds were so expended.

b. The sum of eight hundred thousand dollars (\$800,000), plus all interest earned in the escrow account established pursuant to this paragraph, by certified check, to the Department of the Interior, on behalf of the State and Federal Trustees for Natural Resources Restoration Projects to be selected by them to address ecological injuries. The check shall be made payable to the Department of the Interior and be delivered to Department of the Interior, NBC/Division of Financial Management Services, Branch of Accounting Operations, Mail Stop 1313, 1849 C St. NW, Washington, D.C. 20240. The check shall reflect that it is a payment to the "Natural Resource Damage Assessment And Restoration Fund, Account No. 14X5198 -- Chevron Pearl Harbor Oil Spill." The Department of the Interior

will assign these funds a special project number to allow the funds to be maintained as a segregated account within the Department of the Interior Natural Resource Damage Assessment and Restoration Fund, Account No. 14X5198/2701 (the "Chevron Pearl Harbor 2701 Account"). The Department of the Interior shall, in accordance with law, manage and invest funds in said account, and any return on investments or interest accrued on funds in said account for use by the Natural Resource Trustees in connection with Restoration Projects connected to the Oil Spill. The Department of the Interior shall not make any charge against the Chevron Pearl Harbor Account for investment or management services provided. The Department of the Interior shall hold all funds in the Chevron Pearl Harbor Account, including return on investments or accrued interest, subject to the provisions of this Decree.

6. Chevron shall pay up to two hundred thirty six thousand one hundred one dollars and fifty eight cents (\$236,101.58) for assessment costs. The Trustees, in accordance with a written agreement among themselves, shall periodically submit to Chevron a summary of assessment costs incurred. The Trustees shall provide a copy of that agreement to Chevron in accordance with paragraph 18 (Notices). Chevron shall pay the costs as directed by the Trustees within 30 days after the summary is submitted to Chevron. The summaries of the Trustees' costs should be directed to the following Chevron address:

Robert A. Burstedt
Finance Manager,
Hawaii Refinery
91-480 Malakole Street
Kapolei, Hawaii 96707-1807

7. The Trustees commit to the expenditure of the funds set forth in paragraph 5.a and b, above, for the design, implementation, permitting, and monitoring of Restoration Projects. The details for specific projects will be contained in a restoration plan proposal or proposals under development by the Trustees. The final restoration plan will be prepared and implemented after providing public notice, opportunity for public input, and the consideration of the public comments. The Trustees retain the ultimate authority and responsibility to use funds received for Natural Resource Damages in accordance with the provisions of the Oil Pollution Act, 33 U.S.C. § 2701 *et seq.*, this Decree, other relevant federal or state law, and the regulations governing use of recoveries for Natural Resource Damages.

WORK TO BE PERFORMED BY CHEVRON

8. Chevron shall finance and perform the Work in accordance with this Decree and the document entitled "Specification CH-1266, Proposed Grouted Rip,Rap Repair U.S.S. Arizona Memorial Visitor Center," as approved by the NPS and the USN, or any amendments thereto, as approved by the NPS and the USN. The terms of said document, including any amendments, shall be fully enforceable under this Decree. Chevron shall commence performance of all aspects of said Work, except ordering

materials and performing on-site activities, by no later than ten (10) days after the lodging of this Decree with the Court.

Chevron shall commence all remaining aspects of the Work, including the ordering of materials and performance of on-site construction activities within ten (10) days of Final Approval of this Decree or within ten (10) days of receiving authorization to proceed, as per paragraph 9, below, whichever occurs later.

9.a. Chevron agrees to complete the Work within 45 days from the date it is required to commence all aspects of said Work, unless the performance is delayed by a force majeure. For purposes of this Decree, a force majeure is defined as any event arising from causes beyond the control of Chevron or of any entity controlled by Chevron, including but not limited to its contractors and subcontractors, that delays or prevents completion of the Work within 45 days despite Chevron's best efforts to fulfill the obligation. Force majeure does not include financial inability to complete the work or increased cost of performance.

b. Chevron shall notify the Restoration Coordinator identified in paragraph 10, orally, within twenty four (24) hours, and in writing within 3 days, after Chevron becomes aware of an event which it asserts constitutes a force majeure. Such notice shall: identify the event causing the delay or anticipated delay; estimate the anticipated length of delay, including necessary demobilization and re-mobilization; state the measures taken or to be taken to minimize the delay; and estimate the

timetable for implementation of the measures. Chevron shall take all reasonable measures to avoid and minimize the delay. Failure to comply with the notice provision of this section shall waive any claim of force majeure by Chevron.

c. If the NPS determines a delay in the completion of the Work is or was attributable to a force majeure, the time period for completion of the Work shall be extended as deemed necessary by NPS.

d. All Work undertaken by Chevron pursuant to this Decree shall be performed in accordance with the requirements of all applicable federal and state laws and regulations. Where any portion of the Work requires a federal or state permit or approval, Chevron shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. The Trustees will cooperate with Chevron, if necessary, in its actions to obtain such permits and approvals. This Decree is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation. Within 10 days after the lodging of the Decree, Chevron shall submit to the NPS and the USN a Health and Safety Plan for the Work which conforms to the applicable Occupational Safety and Health Administration and NPS requirements including, but not limited to, 29 C.F.R. §§ 1910 and 1926.

10. The NPS has designated Tamara Angel, Restoration Coordinator, as its project manager to oversee the Work, and all reports, notices, and other communications in connection with the

Work shall be directed to her unless the NPS informs Chevron otherwise. All aspects of the Work to be performed by Chevron pursuant to paragraphs 8 and 9 of this Decree shall be under the direction and supervision of the Supervising Contractor, the selection of which shall be subject to disapproval by the NPS and the USN. Within 10 days after the lodging of this Decree, Chevron shall notify the NPS and the USN in writing of the name, title, and qualifications of any contractor proposed to be the Supervising Contractor. The NPS and the USN will issue a notice of disapproval or an authorization to proceed. If at any time thereafter, Chevron proposes to change a Supervising Contractor, Chevron shall give such notice to the NPS and the USN and must obtain an authorization to proceed from them before the new Supervising Contractor performs, directs, or supervises any Work under this Decree.

HAWAII CIVIL PENALTY

11. Within thirty (30) days of the date of Final Approval of this Decree, pursuant to Hawaii Revised Statutes §§ 342D-30(a) and 342D-50(a), and Hawaii Administrative Rules § 11-54-04, Chevron shall pay a civil penalty in the amount of one hundred thousand dollars (\$100,000) to the State. This sum shall be deposited in an interest bearing account upon lodging of this Decree. Within thirty (30) days of Final Approval of this Decree, Chevron shall pay the civil penalty sum and any interest accrued to the State. Should the court decline to enter this Decree or the State withdraw its consent to be bound by the

Decree pursuant to paragraph 26, Chevron may withdraw the payments plus accrued interest from the interest bearing account.

12. The payment required to be made to the State pursuant to paragraph 11 shall be made by certified or cashier's check payable to the State of Hawaii and shall be sent via certified mail, return receipt requested, to the Department of Health at the following address:

Denis R. Lau
Chief, Clean Water Branch
Hawaii State Department of Health
919 Ala Moana Boulevard, Room 301
Honolulu, Hawaii 96814

Chevron shall send a copy of the check to:

Kathleen Ho
Deputy Attorney General
Kekuanao'a Building, Room 200
465 South King Street
Honolulu, Hawaii 96813

13. If the civil penalty provided for in this Decree is not paid within thirty (30) days of Final Approval, this Decree shall be considered an enforceable judgment for purposes of post-judgment collection of any unpaid amounts, and interest, in accordance with Rule 69 of the Federal Rules of Civil Procedure and other applicable federal authority. Further, Chevron shall be liable for all reasonable fees and costs incurred by the State to successfully collect any amounts due under this Decree.

14. Chevron shall not claim any tax credits or deductions, federal, state, local or otherwise, for any civil penalty paid to the State pursuant to this Decree.

HAWAII SUPPLEMENTAL ENVIRONMENTAL PROJECT(S)

15. In lieu of an additional civil penalty payment to the State, pursuant to the "Department of Health Clean Water and Wastewater Programs Administrative and Civil Penalty Policy," Chevron shall as a Supplemental Environmental Project ("SEP") pay an additional two hundred thousand dollars (\$200,000) for Restoration Projects to be selected by the Trustees, which shall benefit the environmental resources of Pearl Harbor.

16. Chevron shall deposit the SEP payment sum referred to in the preceding paragraph in accordance with the requirements of paragraph 5 and shall cause payment of said sum to be made as provided for in paragraph 5.b. The Department of the Interior shall thereafter administer these funds in the manner specified by paragraph 5.b. Should the court decline to enter this Decree or the State withdraw its consent to be bound by the Decree pursuant to paragraph 26, Chevron may withdraw the payments plus accrued interest from the interest bearing account.

17. The parties expressly recognize that the SEP payment provided for by this section is made in lieu of civil penalty liability that Chevron would otherwise incur. Accordingly, Chevron shall not claim any tax credits or deductions, federal, state, local or otherwise, for any SEP payments made pursuant to this Decree.

NOTICES AND SUBMISSIONS

18. Except as otherwise expressly provided in this Decree, whenever under the terms of this Decree written notice is

required to be given or a report or other document is required to be forwarded by one Party to another, it shall be directed to the following individuals at the addresses specified below. Any change in the individuals designated by either Party must be made in writing to the other Parties.

As to the State:

Denis R. Lau
Chief, Clean Water Branch
Hawaii State Department of Health
919 Ala Moana Boulevard, Room 301
Honolulu, Hawaii 96814

Kathleen Ho
Deputy Attorney General
Kekuanao'a Building, Room 200
465 South King Street
Honolulu, Hawaii 96813

Notice to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044

Assistant Field Solicitor
U.S. Department of the Interior
Office of the Solicitor
600 Harrison St., Suite 545
San Francisco, CA 94197-1373

Notice to Chevron:

Rick L. Roberts
Refinery Manager
Chevron USA Products Co.
Hawaii Refinery
91-480 Malakole Street
Kapolei, HI 96707 1883

Lisa Munger
Goodsill Anderson Quinn & Stifel
1800 Alii Place
1099 Alakea Street
Honolulu, HI 96813

COMPLIANCE RESPONSIBILITY

19. The United States and the State do not, by their consent to this Decree, warrant or aver in any manner that Chevron's compliance with this Decree will constitute or result in compliance with any federal or state law or regulation. Nothing in this Decree shall be construed to affect or limit in any way the obligation of Chevron to comply with all federal, state and local laws and regulations governing any activity required by this Decree.

COVENANTS NOT TO SUE

20. In consideration of Chevron's full and satisfactory performance of the Work and Chevron's payments for natural resource damages and penalty, as specified above, effective upon full payment of all said payments and upon satisfactory completion of the Work, the United States and the State covenant not to sue or take any other civil or administrative action against Chevron for any and all civil claims alleged in the Complaint in this action except as reserved in paragraph 23 below, and all claims for damages for injury to, loss of, or destruction of Natural Resources arising out of the Oil Spill.

21. Effective upon entry of the Decree, Chevron releases the United States and the State from, and covenants not

Attachment A -19-

to sue or to take any other civil or administrative action against the United States or the State for any and all civil claims that arise from, or are based on, the Oil Spill. In addition, Chevron agrees that it will not raise as a defense, or assert in any other manner, in any proceeding brought on behalf of the United States Coast Guard which seeks recovery of costs, damages, and/or expenses of any sort arising from the Oil Spill, that the United States did not include such claims in the Complaint initiating this action.

RESERVATION OF RIGHTS

22. Nothing in this Decree creates, nor shall it be construed as creating, any claim in favor of any person not a party to this Decree.

23. The covenants not to sue in paragraph 20 above shall apply only to matters expressly set forth in paragraph 20 and shall not apply to the following claims:

a. Claims based on a failure of Chevron to satisfy any requirement of the Decree,

b. Claims brought on behalf of the United States including the United States Navy, the United States Coast Guard, and the Oil Spill Liability Trust Fund, for costs, damages, and expenses of any sort, other than for injuries to Natural Resources under OPA § 1002(b)(2)(A), 33 U.S.C. § 2702(b)(2)(A), arising from the Oil Spill, and

c. Claims for criminal liability brought by the United States or the State.

REPRESENTATIVES

24. The undersigned representative of Chevron certifies that he or she is fully authorized to enter into the terms and conditions of this Decree and to execute and legally bind Chevron to this Decree.

MODIFICATION

25. Minor modifications not materially altering this Decree may be effected by the written agreement of the Parties. No other modifications of this Decree may be made unless the Parties agree in writing to the modification and the Court approves of the requested modification. Nothing in this paragraph shall be deemed to limit the Court's power to supervise or modify this Decree.

PUBLIC COMMENT

26. Final approval of this Decree by the United States and the State will be subject to the public notice and comment procedure of 28 U.S.C. § 50.7. The United States and the State may withdraw or withhold their consent to the entry of the Decree if public comments establish, in either of their views, that entry of this Decree would be inappropriate, improper, or inadequate. After reviewing the public comments, if any, the United States and the State shall advise the Court and Chevron whether the United States and the State seek entry of this Decree. Chevron agrees to the entry of this Decree without further notice. Should the United States or the State withdraw

its consent to the entry of this Decree, the Decree shall be null and void.

Dated and entered this 13 day of September, 1999.

DAVID A. EZRA

UNITED STATES DISTRICT JUDGE

WE HEREBY CONSENT to the entry of this Decree:

FOR THE UNITED STATES OF AMERICA:

By: [Signature] Date: 5/2/99
LOIS J. SCHIFFER
Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice

BY: [Signature] Date: 5/3/99
JON MUELLER
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
P.O. Box 7611
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Of Counsel:

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NOAA Office of General Counsel

Charles C. McKinley, Esq.
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U.S. Department of the Interior

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Office of General Counsel
United States Navy

FOR THE STATE OF HAWAII:

John W. Anderson
MARGERY S. BRONSTER *Acting*
Attorney General
State of Hawaii

Date: 12-4-98

Lawrence Miike
LAWRENCE MIIKE
Director
Department of Health
State of Hawaii

Date: 11/10/98

Michael Wilson
MICHAEL WILSON
Chairperson
Board of Land and Natural Resources

DATE: 12-12-98

FOR CHEVRON PRODUCTS COMPANY HAWAII REFINERY:

By: RL Roberts

Date: 10/30/98