

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
SAN FRANCISCO BAY REGION**

In the matter of:	)	
	)	
<b>MARTINEZ REFINING</b>	)	<b>SETTLEMENT AGREEMENT AND</b>
<b>COMPANY LLC, CONTRA</b>	)	<b>STIPULATION FOR ENTRY OF</b>
<b>COSTA COUNTY</b>	)	<b>ADMINISTRATIVE CIVIL LIABILITY</b>
	)	<b>ORDER</b>
<b>Effluent Limitation Violations,</b>	)	
<b>Unauthorized Discharges, and</b>	)	
<b>Late Report (NPDES Permit</b>	)	<b>[PROPOSED]</b>
<b>CA0005789, Orders R2-2017-</b>	)	<b>ORDER</b>
<b>0039 and R2-2022-0034)</b>	)	
	)	

**Section I: INTRODUCTION**

This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Order) is entered into by and between the California Regional Water Quality Control Board San Francisco Bay Region's (Regional Water Board's) Prosecution Team (Prosecution Team) and Martinez Refining Company LLC (MRC) (collectively, Parties), and is presented to the Regional Water Board, or its delegate, for adoption as an Order by settlement pursuant to Porter Cologne Water Quality Control Act (Water Code) section 13323 and Government Code section 11415.60. This Order resolves all the violations alleged herein by the imposition of administrative civil liability against MRC in the amount of **\$4,482,000**.

**Section II: RECITALS**

1. MRC, owns and operates the Martinez Refinery located at 3495 Pacheco Boulevard, Martinez, California in Contra Costa County (Facility). The Facility is a petroleum refinery that produces a broad range of petroleum products.
2. The Facility has a wastewater treatment plant that treats process wastewater, non-process wastewater, sanitary wastewater, and stormwater runoff from refinery process and non-process areas. NPDES permit CA0005789 (Permit), set forth in Regional Water Board Orders R2-2017-0039 and R2-2022-0034, establishes waste discharge requirements for Facility wastewater treatment and discharge.
3. MRC allegedly violated its Permit in five instances.

- a. **Violation A.** The Prosecution Team alleges MRC exceeded certain effluent limitations contained in its Permit 25 times. These exceedances occurred between January 1 and March 5, 2023, April 1 and April 30, 2023, and on May 14, and July 25, 2023, during which periods MRC discharged a combined total of approximately 477 million gallons of wastewater via Discharge Point 001 above effluent limitations for *Enterococcus*, total suspended solids, nickel, acute toxicity, and pH. The specific effluent violations are set forth in Attachment A, which is attached hereto and incorporated herein by reference
- b. **Violation B.** The Prosecution Team alleges MRC violated Discharge Prohibition 3.1 of Order R2-2017-0039 and Clean Water Act section 301 by discharging approximately 72,645 gallons of partially treated wastewater to a nearby marsh, a water of the United States, on October 27, 2022. Blockage in a pipeline prevented the wastewater from flowing through the selenium processing unit and granular activated carbon treatment, resulting in an overflow into the marsh.
- c. **Violation C.** The Prosecution Team alleges MRC violated Discharge Prohibition 3.1 of Order R2-2022-0034 and Clean Water Act section 301 by discharging 11.2 million gallons (MG) of partially treated process wastewater and stormwater to a nearby marsh, a water of the United States, without authorization on January 4, 2023. Stormwater resulting from a series of large storms that occurred in late December 2022 and early January 2023 exceeded the Facility's capacity for storm water management, and comingled process wastewater (approximately 3 MG) and stormwater (approximately 8 MG) were pumped from a storage pond into the marsh to prevent severe flooding of process areas within the Facility.
- d. **Violation D.** The Prosecution Team alleges MRC violated Discharge Prohibition 3.1 of Order R2-2022-0034 and Clean Water Act section 301 by discharging 471,100 gallons of partially treated process wastewater to a water retention area that is hydrologically connected to McNabney Marsh, a water of the United States, without authorization on June 7, 2023. A break in a cement-encased pipe used to carry process water caused a spill to an uncontained area, and the spilled wastewater flowed downslope to a parking lot drain and through the stormwater system to the water retention area and McNabney Marsh.
- e. **Violation E.** The Prosecution Team alleges MRC failed to submit a technical report on Climate Change Adaptation by the required deadline. On January 8, 2021, the Regional Water Board Executive Officer directed MRC to submit the technical report by February 1, 2022, pursuant to Water Code section 13383. The report required technical information on the Facility's vulnerabilities to sea-level rise, groundwater rise, changing

climate, and power outages, and associated adaptation strategies. On January 25, 2022, MRC requested a four-month extension of the deadline to June 1, 2022. The Executive Officer granted this request on January 27, 2022. However, MRC did not meet the extended deadline and did not submit the technical report until October 10, 2023.

4. To resolve the violations alleged in section II, paragraph 3, by consent and without further administrative proceedings, the Parties agree to the imposition of an administrative civil liability penalty of **\$4,482,000** against MRC. The Prosecution Team calculated the proposed liabilities using Steps 1 through 10 of the State Water Resources Control Board's (State Water Board) Water Quality Enforcement Policy (Enforcement Policy) (October 2017), as set forth in Attachment A.
5. MRC does not dispute the occurrence of the discharges alleged in section II, paragraph 3 of this Order, but believes the discharges were subject to applicable defenses under the Clean Water Act or were caused by circumstances unknown to and/or beyond MRC's reasonable control, including the occurrence of an unexpectedly large series of storm events. Nevertheless, MRC engaged in settlement negotiations and agreed to settle this matter with the Prosecution Team without administrative or civil adjudication of any issue of fact or law, and to present this Order to the Regional Water Board or its delegate for adoption as an Order by settlement, pursuant to Water Code section 13323 and Government Code section 11415.60.
6. The Prosecution Team contends the resolution of the alleged violations is fair and reasonable and fulfills its enforcement objectives. The Prosecution team further asserts no additional action is warranted concerning the violations, except as provided in this Order; and that this Order is in the public's best interest.

### **Section III: STIPULATIONS**

The Parties incorporate the foregoing Recitals and stipulate to the following:

1. **Administrative Civil Liability:** MRC hereby agrees to the imposition of an administrative civil liability penalty in the amount of **\$4,482,000** to resolve the alleged violations set forth in section II, as follows:
  - a. No later than 45 days after the Regional Water Board or its delegate signs this Order, MRC shall mail a check for **\$2,241,000.00** made payable to "State Water Pollution Cleanup and Abatement Account," referencing the Order number on page one to:

State Water Resources Control Board Accounting Office  
Attn: ACL Payment

P.O. Box 1888  
Sacramento, CA 95812-1888

MRC shall email a copy of the check to the State Water Board's Office of Enforcement (to Asa Marie Standfeldt at [asa.standfeldt@waterboards.ca.gov](mailto:asa.standfeldt@waterboards.ca.gov)), and to the Regional Water Board (to Carina Cornejo at [carina.cornejo@waterboards.ca.gov](mailto:carina.cornejo@waterboards.ca.gov)).

- b. The Parties agree the remaining **\$2,241,000** of the administrative civil liability penalty amount shall be paid toward completion of the following Supplemental Environmental Projects (SEPs):
  - i. The Parties agree that \$1,046,000 of the administrative civil liability shall be permanently satisfied and suspended pending the funding and completion of the *Peyton Slough Marshes Water Quality Improvements and Management Project* (Peyton Slough SEP) described in section III, paragraph 2a., and Attachment B, which is incorporated herein by reference. No later than 45 days after the Regional Water Board or its delegate signs this Order, MRC shall mail a check for \$1,046,000, made payable to "Contra Costa Resource Conservation District," which is responsible for completing the Peyton Slough SEP, referencing the Order number on page one to:

Contra Costa Resource Conservation District  
Attn: Heidi Petty, Peyton Slough SEP  
2001 Clayton Road, Suite 200  
Concord, CA 94520
  - ii. The Parties agree that \$153,600 of the administrative liability shall be permanently satisfied and suspended pending the funding and completion of the *Martinez Watershed Rangers Program SEP* (Martinez Watershed Rangers SEP) described in section III, paragraph 2b., and Attachment C, which is incorporated herein by reference. No later than 45 days after the Regional Water Board or its delegate signs this Order, MRC shall mail a check for \$153,600, made payable to "Earth Island Institute," which is responsible for completing this SEP, referencing the Order number on page one to:

KIDS for the BAY  
Attn: Mandi Billinge, Martinez Watershed Rangers SEP  
1771 Alcatraz Avenue  
Berkeley, CA 94703
  - iii. The Parties agree that \$1,041,400 of the administrative liability shall be used to fund the Regional Monitoring Program for Water Quality in San Francisco Bay (RMP) SEPs described in section III, paragraph

2c., and Attachment D, incorporated herein by reference, and shall be treated as a permanently satisfied and suspended administrative civil liability for the purpose of this Order. MRC's SEP obligations related to the RMP SEPs shall be satisfactorily completed, and \$1,041,400 will be permanently satisfied and suspended upon the San Francisco Estuary Institute's (SFEI's), which is responsible for completing the RMP SEPs, written notification to the Regional Water Board and MRC acknowledging the payment of the \$1,041,400 from MRC and that the funds will be spent on the RMP SEPs projects described in section III, paragraph 2c., and Attachment D in accordance with the terms of this Order. SFEI's annual and quarterly financial reports to the Regional Water Board shall be considered a final post-project accounting of expenditures.

No later than 45 days after the Regional Water Board or its delegate signs this Order, MRC shall mail a check for \$1,041,400, made payable to "Regional Monitoring Program," referencing the Order number on page one to:

Regional Monitoring Program  
c/o San Francisco Estuary Institute  
4911 Central Avenue  
Richmond, CA 94804

MRC shall email a copy of the checks to the State Water Board, Office of Enforcement (to Asa Standfeldt at [asa.standfeldt@waterboards.ca.gov](mailto:asa.standfeldt@waterboards.ca.gov)), and to the Regional Water Board (to Carina Cornejo at [carina.cornejo@waterboards.ca.gov](mailto:carina.cornejo@waterboards.ca.gov)).

## 2. Supplemental Environmental Project (SEP) Descriptions:

As described in section III, paragraph 1, MRC will fund the Peyton Slough Marshes Water Quality Improvements and Management Project SEP, Martinez Watershed Rangers SEP, and four RMP SEPs.

- a. The Peyton Slough SEP will improve water circulation and water quality within a marsh adjacent to Carquinez Strait that includes Peyton Channel and McNabney Marsh. This project will also assess sediment quality and distribution within this system to evaluate methods of further enhancing water quality and marsh habitat. The Contra Costa Resource Conservation District will manage the project. Attachment B further describes the SEP and its project milestones, budget, and reporting schedule.
- b. The Martinez Watershed Rangers SEP coordinates and supervises watershed stewardship and trash-cleanup projects with local schools. Students will perform projects with assistance from their teachers and

families. The primary goal of each project is trash removal from nearby neighborhoods, parks, and waterways. In the process, the SEP will raise awareness of watershed health and social behavior that contributes to non-point source pollution. The Watershed Rangers Program prioritizes projects in disadvantaged and environmental justice communities. Earth Island Institute/KIDS for the BAY will manage this project. Attachment C further describes the SEP and its project milestones, budget, and reporting schedule.

- c. The RMP SEPs will fund four high priority projects to provide information needed to support management of water quality in San Francisco Bay. The projects include *PCBs in San Leandro Bay*, *Sediment Dynamics in a North Bay Fluvially Influenced Salt Marsh*, *Sediment Conceptual Models for San Pablo Bay and Suisun Bay*, and *Microplastics in San Francisco Bay Sport Fish*:
- *PCBs in San Leandro Bay* will provide a comprehensive study to develop the San Francisco Bay PCBs (polychlorinated biphenyls) model to inform review and revision of the San Francisco Bay total maximum daily load (TMDL).
  - *Sediment Dynamics in a North Bay Fluvially Influenced Salt Marsh* will assess sediment fluxes in a mudflat–salt marsh environment to determine the relative importance of fluvial versus Bay-derived sediment to long term rates of accretion in this and other restored marshes, and to inform future marsh restoration prioritization and methods.
  - *Sediment Conceptual Models for San Pablo Bay and Suisun Bay* will compile and assess information to document understanding of the dynamic processes (between marshes and mudflats, changes in the erodible sediment pool) in the bays, and evaluate local tributary sediment loads and the tributary-marsh-erodible sediment pool pathway. Results will inform sediment management associated with dredging and marsh resilience, and adaptation to and protection from sea level rise
  - *Microplastics in San Francisco Bay Sport Fish* will assess microplastics in typically consumed fish from throughout the Bay to determine the level of exposure to microplastics in the Bay food web and human consumers.

SFEI will manage these projects. Attachment D further describes these SEPs and their project milestones, budgets, and reporting schedules.

### **3. Representations and Agreements Regarding the SEPs**

- a. As a material condition for the Regional Water Board's acceptance of this Order, MRC represents that it will use the suspended liability of **\$1,199,600** (Suspended SEP Amount) to fund implementation of the Peyton Slough and Martinez Watershed Rangers SEPs, as set forth in section III, paragraph 1, and Attachments B and C of this Order. MRC understands that implementation of the SEPs by the designated third parties, in their entirety and in accordance with the implementation schedules and budgets set forth in Attachments B, and C, represents a material condition of this settlement of liability between MRC and the Regional Water Board.
- b. MRC shall take steps to ensure that the party responsible for implementation of each SEP provides certified, written reports describing the SEP implementation progress to the Regional Water Board as described in Attachments B and C, including an accounting of the expenditures made during the reporting period.
- c. On or before December 31, 2028, MRC shall request final completion reports from the parties, which are described in Attachments B and C, and are incorporated herein by reference, from the parties implementing the SEPs. Additionally, MRC shall request from these parties written statements, signed under penalty of perjury, documenting their expenditures during the SEPs completion period. After reviewing the reports for completeness, MRC shall, within 15 business days, provide copies of these reports to the Regional Water Board.
- d. MRC further agrees the Regional Water Board has the right to require, at MRC's expense, a third-party audit of the funds expended to implement the SEPs. MRC further agrees that it bears ultimate responsibility for ensuring the third-party entities completing the SEPs meet all deadlines and requirements specified in Attachments B and C, which are incorporated herein by reference, which deadlines may be extended as set forth in subparagraph f. below.
- e. Whenever MRC, or its agents or subcontractors, publicize one or more SEP elements, the sign, document, article, or other publication, shall state in a prominent manner that the project is undertaken as part of a settlement of a Regional Water Board enforcement action against MRC.
- f. The Executive Officer or its delegate may extend the SEP deadlines contained in Attachments B and C of this Order if the party responsible for implementation of the SEP demonstrates delays from circumstances beyond its reasonable control, so long as such responsible party continues to undertake appropriate measures to meet the deadlines. The responsible party shall make any deadline extension request in writing. Any approval of an extension by the Executive Officer must be in writing.

- g. Upon MRC's satisfaction of its obligations under this Order, including completion of the SEPs and any audits, the Executive Officer shall issue a "Satisfaction of Order" terminating any further obligations under this Order, permanently suspending the remaining penalty as satisfied, and resolving the Administrative Civil Liability proceedings.
4. **SEP Oversight:** The Regional Water Board will oversee the implementation of the SEPs. Oversight costs are not included in the SEP Amount.
5. **Regional Water Board Not Liable:** The Regional Water Board and its members, staff, attorneys, and representatives shall not be liable for any injury or damage to persons or property resulting from negligent or intentional acts or omissions by MRC or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Order. The Regional Water Board, its members, and its staff shall not be held as parties to, or guarantors of, any contract entered into by MRC or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Order.
6. **Compliance with Applicable Laws:** MRC understands that payment of administrative civil liability in accordance with the terms of this Order and/or compliance with the terms of this Order is not a substitute for compliance with applicable laws and regulations, and that continuing violations of the type alleged herein may subject it to further enforcement, including additional administrative civil liability.
7. **Party Contacts for Communications related to this Order:**

**For the Regional Water Board:**

Carina Cornejo  
San Francisco Bay Regional Water  
Quality Control Board  
1515 Clay Street, 14th Floor  
Oakland, CA 94612  
[carina.cornejo@waterboards.ca.gov](mailto:carina.cornejo@waterboards.ca.gov)  
(510) 622-2302

**Counsel:**

Asa Marie Standfeldt  
State Water Resources Control Board,  
Office of Enforcement  
801 K Street, Suite 2300  
Sacramento, CA 95814  
[asa.standfeldt@waterboards.ca.gov](mailto:asa.standfeldt@waterboards.ca.gov)  
Office: (916) 322-5327

**For MRC:**

Michael Marlowe  
Environmental Manager  
Martinez Refining Company LLC  
3485 Pacheco Boulevard  
Martinez, California 94553  
[michael.marlowe@pbfenergy.com](mailto:michael.marlowe@pbfenergy.com)  
(925) 313-3705

**Counsel:**

Roberto M. Durango  
Martinez Refining Company LLC  
3495 Pacheco Blvd.  
Martinez, CA 94553  
[roberto.durango@pbfenergy.com](mailto:roberto.durango@pbfenergy.com)  
Office: (925) 313-5176  
Mobile: (925) 387-9975



8. **Attorney Fees and Costs:** Except as otherwise provided herein, each Party shall bear all attorney fees and costs incurred pursuant to this Order.
9. **Matters Addressed by this Order:** Upon the Regional Water Board's or its delegate's adoption, this Order represents a final and binding resolution and settlement of the alleged violations contained in section II, as of the effective date of this Order. The provisions of this paragraph are expressly conditioned on full payment of the administrative civil liability by the deadline specified in section III, paragraph 1.
10. **Public Notice:** MRC understands and acknowledges this Order must be posted on the Regional Water Board's website for a 30-day public review-and-comment period prior to consideration by the Regional Water Board or its delegate. If significant new information is received that reasonably affects the propriety of presenting this Order to the Regional Water Board or its delegate for adoption, the Prosecution Team may, after consultation with MRC, unilaterally declare this Order void and decide not to present it to the Regional Water Board or its delegate. Except in such circumstance, MRC agrees that it may not rescind or otherwise withdraw its approval of this proposed Order.
11. **Addressing Objections Raised During Public Comment Period:** The Parties agree the procedure contemplated for public review of this Order and the Regional Water Board's or its delegate's adoption of this Order is lawful and adequate. The Parties understand the Regional Water Board or its delegate has the authority to require a public hearing on this Order. If procedural objections are raised and the Regional Water Board or its delegate requires a public hearing prior to the Order becoming effective, the Parties agree to meet and confer regarding any such objections, and may agree to revise or adjust this Order as necessary or advisable under the circumstances.
12. **Interpretation:** This Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party. Both Parties are represented by counsel in this matter.
13. **Modification:** The Parties shall not modify this Order by oral representation made before or after its execution. All modifications must be in writing, signed by all Parties, and approved by the Regional Water Board or its delegate.
14. **If the Order Does Not Take Effect:** If the Order does not take effect because the Regional Water Board or its delegate does not approve it, or because the State Water Board or a court vacates it in whole or in part, the Parties acknowledge they expect to proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess administrative civil liability for the underlying alleged violations, unless the Parties agree otherwise. The Parties agree all oral and written statements

and agreements made during the course of settlement discussions will not be admissible as evidence in the hearing, or in any other administrative or judicial proceeding. The Parties agree to waive any and all objections based on settlement communications in this matter related to prejudice or bias of any Regional Water Board members or their advisors, or any other objections that are premised in whole or in part on the fact that Regional Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing the Order and, therefore, may have formed impressions or conclusions prior to any contested evidentiary hearing on the violations alleged herein in this matter. The parties also agree to waive any and all objections based on laches, delay, or other equitable defenses related to the period for administrative or judicial review to the extent such period has been extended by these settlement proceedings.

15. **Waiver of Hearing:** MRC has been informed of the rights Water Code section 13323, subdivision (b), provides and, if the settlement is adopted by the Regional Water Board or its delegate, hereby waives its right to a hearing before the Regional Water Board prior to the Order's adoption. However, if the settlement is not adopted, or if the matter proceeds to the Regional Water Board or State Water Board for hearing, MRC does not waive its right to a hearing before an order is imposed.
16. **Waiver of Right to Petition or Appeal:** Except in the event the Order is not adopted by the Regional Water Board or its delegate, MRC hereby waives its right to petition the Regional Water Board's or its delegate's adoption of the Order for review by the State Water Board, and further waives its rights, if any, to appeal the same to a California Superior Court and/or any California appellate court. This explicit waiver of rights includes potential future decisions by the Regional Water Board or its delegate directly related to this Order, including but not limited to time extensions and SEP completion.
17. **Covenant Not to Sue:** MRC covenants not to sue or pursue any administrative or civil claims against the State of California, any State agency, or its officers, Board members, employees, representatives, agents, or attorneys arising out of or relating to any matter expressly addressed by this Order, except that this covenant is not intended to bar and does not limit MRC's rights to sue over other Regional Water Board orders (e.g., permits or cease and desist orders) or limit MRC's rights to defend against any additional enforcement or other actions taken by the Regional Water Board or its employees, representatives, agents, or attorneys. Moreover, this covenant shall not release any claims or complaints against any State agency or the State of California, its officers, Board members, employees, representatives, agents, or attorneys to the extent that such covenant would be prohibited by California Business and Professions Code section 6090.5 or by any other statute, rule, regulation, or legal principle of similar effect.

- 18. Necessity for Written Approvals:** All approvals and decisions of the Regional Water Board or its delegate under the terms of this Order shall be communicated to MRC in writing. No oral advice, guidance, suggestions, or comments from Regional Water Board employees or officials regarding submissions or notices shall be construed to relieve MRC of its obligation to obtain any final written approval this Order requires.
- 19. Authority to Bind:** Each person executing this Order in a representative capacity represents and warrants that he or she is authorized to execute this Order on behalf of, and to bind, the entity on whose behalf he or she executes the Order.
- 20. No Third-Party Beneficiaries:** This Order is not intended to confer any right or obligation on any third party, and no third party shall have any right of action under this Order for any cause whatsoever.
- 21. Severability:** This Order is severable; if any provision is found to be invalid, the remainder shall remain in full force and effect.
- 22. Counterpart Signatures; Facsimile and Electronic Signature:** This Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document. Further, this Order may be executed by facsimile or electronic signature, and any such facsimile or electronic signature by any Party hereto shall be deemed to be an original signature and shall be binding on such Party to the same extent as if such facsimile or electronic signature were an original signature.
- 23. Effective Date:** This Order shall be effective and binding on the Parties upon the date the Regional Water Board or its delegate enters the Order incorporating the terms of this Order.

**IT IS SO STIPULATED.**

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
SAN FRANCISCO BAY REGION, PROSECUTION TEAM**

Date: \_\_\_\_\_

*Original signed by Bill Johnson on October  
By: 30, 2024. Available upon request.* \_\_\_\_\_

Bill Johnson,  
Chief, NPDES Wastewater & Enforcement  
Division

Approved as to form:

*Original signed by Asa Standfeldt.  
By: Available upon request.* \_\_\_\_\_

Asa Marie Standfeldt, Staff Counsel  
State Water Resources Control Board  
Office of Enforcement

**MARTINEZ REFINING COMPANY LLC**

Date: \_\_\_\_\_ *Original signed by Trecia Canty on October*  
*By: 28, 2024. Available upon request.*  
\_\_\_\_\_  
Tricia Canty, Senior Vice President,  
General Counsel, & Secretary  
Martinez Refining Company LLC

Approved as to form: \_\_\_\_\_ *Original signed by Roberto M. Domingo.*  
*By: Available upon request.*  
\_\_\_\_\_  
Roberto M. Durango, Refinery Attorney  
Martinez Refining Company LLC

## ORDER OF THE REGIONAL WATER BOARD

1. This Order incorporates the foregoing sections I through III by this reference as if set forth fully herein.
2. In accepting this Order, the Regional Water Board or its delegate has considered, where applicable, each of the factors prescribed in Water Code section 13327 and 13385, subdivision (e), and has applied the State Water Board's Enforcement Policy, which is incorporated by reference [herein](#). The consideration of these factors and application of the Enforcement Policy are based on information the Prosecution Team obtained in investigating the allegations set forth in this Order or otherwise provided to the Regional Water Board.
3. This is an action to enforce the laws and regulations administered by the Regional Water Board. The Regional Water Board or its delegate finds that issuance of this Order is exempt from the provisions of the California Environmental Quality Act (CEQA) (Public Resources Code § 21000 et seq.) in accordance with 14 California Code of Regulations (CCR) section 15321(a)(2). Additionally, this Order generally accepts the plans proposed for the SEP prior to implementation. Mere submittal of plans is exempt from CEQA because submittal will not cause a direct or indirect physical change in the environment.
4. The Executive Officer is authorized to refer this matter directly to the Attorney General for enforcement if MRC fails to perform any of its obligations under this Order.

**IT IS HEREBY ORDERED** pursuant to Water Code section 13323 and Government Code section 11415.60, on behalf of the California Regional Water Quality Control Board, San Francisco Bay Region.

\_\_\_\_\_  
Eileen White  
Executive Officer  
California Regional Water Quality Control Board  
San Francisco Bay Region

\_\_\_\_\_  
Date

Settlement Agreement and Stipulated Administrative Civil Liability  
Martinez Refining Company LLC

**ATTACHMENT A**

**Factors in Determining Stipulated Administrative Civil Liability  
for  
Martinez Refining Company LLC  
NPDES Permit Violations  
in  
Martinez, California**

Settlement Agreement and Stipulated Administrative Civil Liability  
Martinez Refining Company LLC

**ATTACHMENT B**

**Supplemental Environmental Project:  
Peyton Slough Marshes Water Quality Improvements and Management**



Settlement Agreement and Stipulated Administrative Civil Liability  
Martinez Refining Company LLC

**ATTACHMENT C**

**Supplemental Environmental Project:  
Martinez Watershed Rangers Program**

**ATTACHMENT D**

**Supplemental Environmental Project:  
Regional Monitoring Program for Water Quality in San Francisco Bay**