

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 9  
75 Hawthorne Street  
San Francisco, CA 94105-3901



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IN THE MATTER OF: )  
 )  
Casmalia Disposal Site )  
Santa Barbara County, California )  
 )  
Proceeding under Section 122(g)(4) )  
of the Comprehensive Environmental )  
Response, Compensation, and )  
Liability Act of 1980, as amended, )  
42 U.S.C. § 9622(g)(4) )  
\_\_\_\_\_ )

U.S. EPA Docket No. 99-02(d)

**ADMINISTRATIVE ORDER  
ON CONSENT  
DE MINIMIS CONTRIBUTORS**

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## **I. JURISDICTION**

1. This Administrative Order on Consent (“Consent Order,” or “Order”) is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 (“CERCLA”), 42 U.S.C. § 9622(g)(4), to reach settlements in actions under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607. The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency (“U.S. EPA”) by Executive Order 12580, 52 Fed. Reg. 2923 (January 29, 1987), and further delegated to the Regional Administrators of U.S. EPA by Delegation No. 14-14-E (issued May 11, 1994, amended by memorandum May 19, 1995). Within Region IX, this authority has been delegated to the Superfund Division Director by Regional Order No. 1290.21-A, entitled “De Minimis Settlements,” dated November 23, 1998. This Consent Order is also entered into pursuant to the authority of the United States on behalf of the United States Department of Interior (“DOI”), on behalf of the United States Fish and Wildlife Service (“FWS”), and the United States Department of Commerce (“Commerce”), on behalf of the National Oceanic and Atmospheric Administration (“NOAA”), each of whom, by Executive Order 12580, as amended by Executive Order 13016, 61 Fed. Reg. 45872 (August 30, 1996), has been delegated with the authority vested in the President as a Federal Trustee for natural resources that may have been, or in the future may be, injured by the release of hazardous substances at or from the Caspalia Disposal Site, as defined herein.

2. Agencies of the State of California (“State”) are authorized pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”) 40 U.S.C. § 9601 et seq., to undertake response actions at hazardous substance release sites and to recover from responsible parties the costs related to those response actions,

including costs for the oversight of response work performed by the responsible parties. In addition, State statutes authorize various State agencies to undertake response actions and recover response costs and oversight costs. Those statutes and responsible agencies include, but are not necessarily limited to, the following: the California Health and Safety Code sections 25300 *et seq.*, implemented by the Department of Toxic Substance Control (“DTSC”); Porter-Cologne Water Quality Control Act, California Water Code sections 13000 *et seq.*, implemented by the Regional Water Quality Control Board (“RWQCB”) with jurisdiction over the region in question; and the California Fish and Game Code, sections 5650 and 5650.1, implemented by the Department of Fish and Game (“DFG”). DTSC acts as the lead State agency for State response and oversight work at the Casmalia Disposal Site.

3. CERCLA authorizes state agencies to act on behalf of the public as trustees for the natural resources within a state’s boundaries or for the resources belonging to, controlled by, or appertaining to the state. *See* 40 C.F.R. § 300.605. The Governor of California has named the following designated State trustees for the CERCLA Natural Resources Damage (“NRD”) program: the Secretary of the California Resources Agency and the Secretary of the California Environmental Protection Agency (“California EPA”). These entities, in turn, can delegate to “appropriate agencies and local governmental entities of the State of California.” For the Casmalia Disposal Site, the Secretary of the California Resources Agency has sub-delegated to DFG, and the Secretary of the California EPA has sub-delegated to DTSC. The State trustees also have independent California statutory authority to pursue natural resource damages, including California Health and Safety Code sections 25189.1 and 25352, California Fish and Game Code sections 2014, 5650, 711.7 and 12016, California Government Code sections 8670.56.5, 8670.61.5 and 12607, and California Harbors and Navigation Code section 294. DFG is the lead California agency for the State of California’s NRD claims at the Casmalia Disposal Site.

4. The undersigned agencies of the State of California consent to the use of this Consent Order of U.S. EPA for the purposes of resolving their respective claims against the State Settling Parties based on the Parties' agreement that these State of California agencies can fully enforce the applicable provisions of this Consent Order against the State Settling Parties.

5. This Consent Order is issued to the persons, corporations or other entities identified in Appendix A ("U.S. Settling Parties") and Appendix B ("State Settling Parties"), collectively referred to as "Settling Parties." Each Settling Party agrees to undertake all actions required of it by this Consent Order. Each Settling Party further consents to and will not contest the United States' jurisdiction to issue this Consent Order or the authority of the United States, the State Regulatory Entities or the State Trustees to implement or enforce its applicable terms.

6. The United States, the U.S. EPA, the State Regulatory Entities, the State Trustees, and Settling Parties ("Parties") agree that the actions undertaken by Settling Parties in accordance with this Consent Order do not constitute an admission of any liability by any Settling Party. Settling Parties do not admit, and retain the right to controvert in any proceedings other than proceedings to implement or enforce this Consent Order, the validity of the Statement of Facts or the Determinations contained in Sections IV (Statement of Facts) and V (Determinations), respectively, of this Consent Order.

## **II. STATEMENT OF PURPOSE**

7. By entering into this Consent Order, the mutual objectives of the U.S. EPA, the United States, and the Settling Parties, as more precisely described in the terms of this Consent Order, are:

- a. to reach a final settlement among the Parties with respect to the Casmalia Disposal Site (defined as "Site," below), pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 9622(g) ("De minimis settlements"), that allows U.S. Settling Parties to make cash payments, including a premium, to resolve their alleged civil

- liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, and Section 7003 of RCRA, 42 U.S.C. § 6973, for injunctive relief with regard to the Site, and for response costs and, for some parties, Natural Resource Damages, incurred and to be incurred by the U.S. EPA or the Federal Trustees at or in connection with the Site, thereby reducing litigation relating to the Site;
- b. to provide the U.S. Settling Parties with two options for resolution of such liability: Settlement Option A, for which the U.S. Settling Parties pay a greater premium and that affords greater finality (including, for example, a covenant not to sue for Natural Resource Damages and for response costs incurred and to be incurred by the Federal Trustees at or in connection with the Site); and Settlement Option B, for which the U.S. Settling Parties pay a lower premium and that contains less finality and greater risks for the U.S. Settling Parties. The terms of Options A and B are more fully described within;
  - c. to resolve the claims of the U.S. Settling Parties that could have been asserted against the United States with regard to the Site;
  - d. to simplify any remaining administrative and judicial enforcement activities concerning the Site by eliminating a substantial number of potentially responsible parties (“PRPs”) from further involvement at the Site;
  - e. to obtain settlement with U.S. Settling Parties for their fair share of response costs incurred and to be incurred at or in connection with the Site by U.S. EPA and by private parties (and with respect to U.S. Settling Parties that elect Settlement Option A, response costs incurred by the Federal Trustees); and
  - f. to provide for contribution protection for U.S. Settling Parties with regard to the Site pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5).

8. By entering into this Consent Order, the mutual objectives of the State Regulatory Entities, the State Trustees, and the State Settling Parties, as more precisely described in the terms of this Consent Order, are:

- a. to reach a final settlement with respect to the Casmalia Disposal Site, that allows State Settling Parties to make cash payments, including a premium, to resolve their alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, and Section 7002 of RCRA, 42 U.S.C. § 6972, and the State Statutes, including California Health and Safety Code Section 25360.6, for injunctive relief with regard to the Site, for State Natural Resource Damages Claims and for response costs incurred and to be incurred by the State Regulatory Entities or the State Trustees at or in connection with the Site, thereby reducing litigation relating to the Site;
- b. to resolve the claims of the State Settling Parties that could have been asserted against the State Regulatory Entities or the State Trustees with regard to the Site;
- c. to simplify any remaining administrative and judicial enforcement activities concerning the Site by eliminating a substantial number of PRPs from further involvement at the Site;
- d. to obtain settlement with State Settling Parties for their fair share of response costs incurred and to be incurred at or in connection with the Site by the State Regulatory entities (“State Response Costs”); and
- e. to provide for contribution protection for State Settling Parties with regard to the Site pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), and California Health and Safety Code § 25360.6(b) for State Response Costs and State Natural Resource Damages Claims.



### **III. DEFINITIONS**

9. Unless otherwise expressly provided herein, terms used in this Consent Order, including the attached appendices, that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this Consent Order, the following definitions shall apply:

“Casmalia Resources Closure/Post-Closure Trust Fund” shall mean the trust fund established by Casmalia Resources, as grantor, on or about October 24, 1985, to address closure/post-closure requirements established by the State of California, Department of Health Services and applicable to the Casmalia Resources Hazardous Waste Management Facility.

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, et seq.

“Commerce” shall mean the United States Department of Commerce and any successor departments, agencies, or instrumentalities of the United States.

“Consent Order” or “Order” shall mean this Administrative Order on Consent and all appendices attached hereto. In the event of conflict between this Order and any Appendix, this Order shall control.

“Contaminants List” shall mean those contaminants identified to date at the Site and listed in Appendix D.

“Day” shall mean a calendar day. In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday, or a federal holiday, the period shall run until the close of business on the next working day.

“De Minimis Party” shall mean any Potentially Responsible Party that the U.S. EPA has determined sent no more than 8.5 million pounds of waste to the Site.

“DFG” shall mean the California Department of Fish and Game and any

successor entity.

“DTSC” shall mean the California Department of Toxic Substances Control and any successor entity.

“DOI” shall mean the United States Department of the Interior and any successor departments, agencies, or instrumentalities of the United States.

“Escrow Account” shall mean the escrow account for the Site, which was established pursuant to the Consent Decree entered by the United States District Court for the Central District of California on June 27, 1997 in United States of America v. ABB Vetco Gray Inc. et al., Civ. No. CV 96-6518-KMW (Jgx) (“Casmalia Consent Decree”). The Escrow Account holds money collected, inter alia, from this and other settlements and enforcement activities, and which shall be used for response actions at and concerning the Site.

“Escrow Trustee” shall mean the trustee of the Escrow Account.

“Facility” shall mean the former permitted Casmalia Resources Hazardous Waste Management facility, encompassing approximately 252 acres, located approximately ten (10) miles southwest of Santa Maria and one and a half miles north of Casmalia in Santa Barbara County, California, and depicted generally on the map attached as Appendix C.

“Federal Trustees” shall mean the Departments of Interior and Commerce, on behalf of the U.S. Fish and Wildlife Service and the National Oceanic and Atmospheric Administration, respectively.

“Interest” shall mean interest at the current rate specified for interest on investments of the U.S. EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

“Natural Resources” shall have the meaning provided in Section 101(16) of CERCLA, 42 U.S.C. § 9601(16), and under applicable provisions of State law.

“Natural Resource Damages” or “NRD” means damages, including costs of

damages assessment, recoverable under Section 107 of CERCLA, 42 U.S.C. § 9607, and applicable provisions of State law, for injury to, destruction of, or loss of any and all Natural Resources at the Site.

“Paragraph” shall mean a portion of this Consent Order identified by an Arabic numeral.

“Parties” shall mean the United States, on behalf of the Federal Trustees; the U.S. EPA; the State Regulatory Entities; the State Trustees; and the Settling Parties.

“Phase 1 Work” and “Phase 2 Work” shall have the meaning assigned to them in the Casmalia Consent Decree. However, if the Casmalia Consent Decree is no longer in effect, the term “Phase 1 Work” shall mean all work performed and paid for by the Casmalia Steering Committee (“CSC”), and the term “Phase 2 Work” shall mean all remaining response actions at the Site up to and including the first five years of operation and maintenance (“O&M”).

“Regional Board” shall mean the California Regional Water Quality Control Board, Central Coast Region, and any successor entity.

“RCRA” shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901 et seq. (also known as the Resource Conservation and Recovery Act).

“Section” shall mean a portion of this Consent Order identified by a Roman numeral.

“Settling Parties” shall mean those entities listed in Appendix A and Appendix B.

“Site” or “Casmalia Disposal Site” shall mean the Facility, as defined herein, and the areal extent of contamination that is presently located in the vicinity of the Facility, and any related “facility” as defined in CERCLA Section 101(9), 42 U.S.C. 9601(9), and all suitable areas in very close proximity to the contamination necessary for the implementation of the response action(s), and any areas to which such contamination migrates.

“State Natural Resource Damages Claims” or “State NRD Claims” shall mean the

amount of natural resource damages for the Site that DFG has estimated as its current or future claim for the purposes of this Consent Order only. That current claim is fifteen million dollars (\$15,000,000).

“State Regulatory Entities” shall collectively refer to DTSC, DFG, and the Regional Board.

“State Settling Parties” shall mean those parties listed on Appendix B.

“State Statutes” shall mean the California Health and Safety Code, sections 25300 et seq., and 25189.1; the Porter-Cologne Water Quality Control Act, California Water Code sections 13000 et seq.; the California Fish and Game Code, sections 5650, 5650.1, 2014, 711.7 and 12016; the California Government Code, sections 8670.56.5, 8670.61.5 and 12607; and the California Harbors and Navigation Code, section 294.

“State Trustees” shall mean the Director of the California Department of Fish and Game as designated by the Secretary of the California Resources Agency, and the Director of the California Department of Toxic Substances Control as designated by the Secretary of the California Environmental Protection Agency, and any successor entities.

“United States” shall mean the United States of America, including its departments, agencies and instrumentalities.

“U.S. Settling Parties” shall mean those entities listed in Appendix A.

“U.S. EPA” shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities.

“U.S. EPA Hazardous Substance Superfund” shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

#### **IV. STATEMENT OF FACTS**

10. Paragraphs 11 through 33 below contain a summary of the Site background as

alleged by U.S. EPA which, for purposes of this Consent Order, the Settling Parties neither admit nor deny.

11. The Site encompasses (among other areas, as defined above) the former Casmalia Resources Hazardous Waste Management Facility, an inactive commercial hazardous waste treatment, storage, and disposal facility, which accepted large volumes of hazardous substances from 1973 to 1989. Located on a 252-acre parcel in Santa Barbara County, California, the former Casmalia Resources Hazardous Waste Management Facility consists of six landfills, numerous surface impoundments, disposal trenches, injection wells, waste spreading areas and tank treatment systems.

12. The location of the Site is near the southern end of the Casmalia Hills in coastal California, approximately ten (10) miles southwest of the town of Santa Maria and one and a half miles north of the town of Casmalia. The Site is situated within the Shuman Canyon drainage sub-basin on a southern facing slope traversed by three small canyons. Casmalia Creek, about 500 feet west, is the surface water body nearest to the abandoned Facility. This creek flows to the southwest to join Shuman Creek about one mile southwest of the town of Casmalia. Shuman Creek continues southward and westward, discharging eventually into the Pacific Ocean.

13. Hazardous substances within the definition of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), have been, or are threatening to be, released into the environment at or from the Site. These hazardous substances include a wide variety of organic and inorganic compounds.

14. During the Facility's sixteen (16) years of operation, the owner(s)/operator(s) accepted approximately 5.6 billion pounds of documented liquid and solid wastes from thousands of generators, including numerous large and small private businesses and federal, state, and local governmental entities.

15. From 1980 to 1989, the Facility had interim status pursuant RCRA, 42 U.S.C. § 6925(e), by operation of law. Because of continuing deficiencies in operations, no final RCRA permit was granted. The Facility has not been closed adequately in accordance with the requirements of RCRA.

16. In late 1989, the owner(s)/operator(s) ceased accepting off-Site waste shipments to the Facility and, in the early 1990s, the owner(s)/operator(s) stopped all active efforts to properly close the Facility and remediate the Site, asserting that they had insufficient monies to pay for closure or remediation.

17. The Casmalia Resources Closure/Postclosure Trust Fund is insufficient to pay for the total estimated costs of closure and post-closure activities at the Site.

18. After the owner(s)/operator(s) ceased accepting off-Site waste, the owner(s)/operator(s) curtailed maintenance activities, and Site conditions deteriorated and became unstable.

19. As a result of the release or threatened release of hazardous substances, U.S. EPA has undertaken response actions at or in connection with the Site under Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake response actions in the future. In August 1992, U.S. EPA commenced a removal action under CERCLA to implement certain Site stabilization actions, prevent further deterioration of Site conditions, and control the most immediate threats. The Site continues to pose an imminent and substantial endangerment within the meaning of Section 106 of CERCLA, 42 U.S.C. § 9606, and Section 7003 of RCRA, 42 U.S.C. § 6973.

20. In performing these response actions, U.S. EPA has incurred and will continue to incur response costs at or in connection with the Site. As of August 1, 1999, U.S. EPA had incurred at least \$19.19 million in response costs at this Site.

21. Because the owner(s)/operator(s) had failed to perform sufficient closure and remediation activities at the Site, in March 1993, U.S. EPA, under CERCLA and RCRA

authorities, notified a group of approximately sixty-five (65) waste generators, representing some of the PRPs that arranged for disposal of the largest quantities of hazardous substances at the Site, of their potential liability for Site remediation. Approximately fifty-four (54) of the first sixty-five (65) notified generators formed the CSC. U.S. EPA negotiated with the CSC and other PRPs to secure implementation of response actions at or in connection with the Site.

22. On September 17, 1996, the United States filed a complaint against the CSC pursuant to Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, and Section 7003 of RCRA, 42 U.S.C. § 6973, seeking cleanup of the Site and payment of certain response costs incurred by the U.S. EPA and the United States Department of Justice (“U.S. DOJ”) in connection with the Site. On this same date, the United States lodged the Casmalia Consent Decree in the Central District of California, United States District Court, resolving the claims in that complaint. On June 27, 1997, the Court entered the Casmalia Consent Decree.

23. The Casmalia Consent Decree establishes a comprehensive framework in which to address: (1) the remediation of the Site to protect public health, welfare and the environment from the release or threatened release of hazardous substances at the Site; and (2) the performance and financing of the response actions to be undertaken at the Site. The Casmalia Consent Decree contemplates that a significant portion of the work at the Site will be paid for by funds obtained through future enforcement efforts, including, but not limited to, settlements such as this de minimis Consent Order, and various enforcement and settlement efforts directed toward the prior owner(s)/operator(s) of the Site and other PRPs.

24. In November 2002, the District Court for the Central District of California entered two Consent Decrees: one requiring Casmalia Resources, Hunter Resources and the estate of Kenneth H. Hunter, Jr., who were owner(s)/operator(s) of the Site, to pay \$6.957 million and transfer certain real property to an entity to be identified later by the U.S. EPA, and the other requiring the State of California, which was a generator of waste at the Site, to pay \$15 million.

25. In October 1998, U.S. EPA began notifying de minimis PRPs of their potential liability in connection with the Site and providing settlement offers to them. Notice and an opportunity to settle have been offered to approximately 1,300 PRPs at different times during 1999 and 2000. U.S. EPA may enter into additional settlements such as this one with other de minimis PRPs in the future with respect to this Site.

26. Information currently known to U.S. EPA indicates that each Settling Party arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by such Settling Party, by any other person or entity, at the Site, or accepted a hazardous substance for transport to the Site, which was selected by such Settling Party.

27. Information currently known to U.S. EPA indicates that each Settling Party contributed less than 8.5 million pounds of materials containing hazardous substances to the Site, and the hazardous substances contributed by each Settling Party to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site. For the purposes of this Consent Order, these Settling Parties are De Minimis Parties. The volume of materials attributed by U.S. EPA to each Settling Party is specified in Appendices A and A-1. Appendix D, entitled Contaminants List, provides a list of contaminants identified to date at the Site.

28. Based on current information, U.S. EPA estimates that the total response costs incurred and to be incurred at or in connection with the Site by U.S. EPA and by private PRPs are \$271.9 million. The payment required to be made by each U.S. Settling Party pursuant to this Consent Order is a minor portion of this total amount. The required payment to the United States (for Settlement Option A or B) for each U.S. Settling Party is specified in Appendix A.

29. Information currently known to the United States indicates the presence of one or more Natural Resources at or near the Site which may have been, or which may be, injured by



release(s) of hazardous substances or which may have been or which may be injured by response actions. U.S. EPA shall seek to coordinate assessments, investigations and planning with the Federal and State Natural Resource Trustees pursuant to CERCLA Section 104(b)(2), 42 U.S.C. 9604(b)(2).

30. As a result of the release or threatened release of hazardous substances at or near the Site, the State Regulatory Entities have undertaken response actions at or in connection with the Site pursuant to State and federal law, and will undertake response actions in the future, that have been and will be consistent with the response actions undertaken by U.S. EPA.

31. Based on current information, the State Regulatory Entities estimate for the purposes of this Order only that the total response costs incurred and to be incurred by the State Regulatory Entities at or in connection with the Site are \$11,684,000. The payment required to be made by each State Settling Party pursuant to this Consent Order is a minor portion of this total amount. The required payment to the State Regulatory Entities for each State Settling Party is specified in Appendix B.

32. Furthermore, the State Trustees currently estimate, for the purposes of this Order only, that the State Natural Resource Damages at the Site are \$15,000,000, which includes \$400,000 incurred by the DFG prior to October 1, 1999. The payment required to settle such State Natural Resource Damages is specified for each State Settling Party in Appendix B.

33. The formula for U.S. Settling Parties' payments is identified in Paragraph 38. The formula for State Settling Parties' payments is identified in Paragraph 39.

## **V. DETERMINATIONS**

34. Based upon the Findings of Fact set forth above and on the administrative record for this Site, U.S. EPA, the United States (on behalf of the Federal Trustees), the State Regulatory Entities, and the State Trustees, have determined that:

- a. The Site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
- b. Each Settling Party is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
- c. Each Settling Party is potentially liable pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is a "potentially responsible party" within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).
- d. There has been an actual or threatened "release" of a "hazardous substance" at the Site as those terms are defined in Section 101(22) and (14) of CERCLA, 42 U.S.C. § 9601(22) and (14).
- e. The actual or threatened release of a hazardous substance at the Site has caused or may cause the incurrence of response costs and may have injured, or may injure, Natural Resources within the meaning of Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).
- f. Prompt settlement is "practicable" and in the "public interest" within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).
- g. As to each Settling Party, this Consent Order involves only a minor portion of the total response costs at the Site within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).
- h. The amount of material containing hazardous substances and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Settling Party are minimal in comparison to other hazardous substances at the Site as set forth in the Contaminants List attached as Appendix D, within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).
- i. The State Regulatory Entities and the State Trustees are entering into this Consent

Order under the authority of 113(f)(2) of CERCLA, 42. U.S.C. § 9613(f)(2) and the State Statutes.

## **VI. ORDER**

35. Based upon the administrative record for the Site, the Statement of Facts and the Determinations set forth above, and in consideration of the promises and covenants set forth herein, the following is hereby AGREED AND ORDERED:

## **VII. SETTLEMENT OPTIONS**

36. As to the claims of U.S. EPA and the United States, on behalf of the Federal Trustees, U.S. Settling Parties may choose between Settlement Options A and B as set forth in this Section and in Sections XI (Covenant Not to Sue and Reservations of Rights by United States), XII (Covenant Not to Sue and Reservations of Rights by State Regulatory Entities and State Trustees), and XIV (Effect of Settlement/Contribution Protection). Except where this Order specifies particular Sections or Paragraphs as pertaining to Settlement Option A or B, in which case those provisions apply only to U.S. Settling Parties that elect Settlement Option A or B, respectively, all other terms of this Order apply equally to all U.S. Settling Parties, regardless of which settlement option they choose.

### **37. General Description of Options**

- a. As between the two settlement options, Settlement Option A is designed to provide U.S. Settling Parties with a higher degree of finality and certainty. Under Settlement Option A, the payment includes a premium of 100%, which covers, among other risks, the risk that total response costs incurred or to be incurred at or in connection with the Site by the United States, or by any private party, will

exceed the estimated total response costs upon which Settling Parties' payments are based. Pursuant to Section XI (Covenant Not to Sue and Reservations of Rights by United States), U.S. Settling Parties that choose Settlement Option A will receive more protective covenants (including a covenant not to sue for Natural Resource Damages and Federal Trustees' response costs), and these Settlement Option A covenants have more limited reservations.

- b. Under Settlement Option B, which offers less finality than Settlement Option A, the premium is 50%. Pursuant to Section XI (Covenant Not to Sue and Reservations of Rights by United States), U.S. Settling Parties that choose Settlement Option B do not receive a covenant not to sue for Natural Resource Damages or Federal Trustees' response costs and risk liability for additional future payments.
- c. In addition to selecting Settlement Option A or B as to the claims of the U.S. EPA and the United States, the Settling Parties have the option to settle with State, as set forth in Paragraph 39, resolving certain potential liability to the State Regulatory Entities and the State Trustees.

38. Calculation of Payment to U.S. EPA and Federal Trustees

- a. Each U.S. Settling Party's payment is based on its share, by weight, of the total waste disposed of at the Site multiplied by the U.S. EPA's estimated total response costs incurred or to be incurred at or in connection with the Site.
- b. For U.S. Settling Parties that elect Settlement Option A, U.S. EPA's cost estimate is \$272,093,417. This figure includes an estimated \$271.9 million that have been or will be incurred by U.S. EPA for response actions at the Site and by the CSC for response actions at the Site, as required by the Casmalia Consent Decree. This figure also includes an estimate of \$193,417 for certain response costs that

have been, or will be, incurred by the Federal Trustees at the Site. A portion of the money paid by U.S. Settling Parties that elect Settlement Option A will be provided to the Federal Trustees to perform activities that support both the response action and the assessment of potential injuries to natural resources in accordance with CERCLA Sections 104(b)(2), 107(f)(1) and 122(j)(2), 42 U.S.C. §§ 9604(b)(2), 9607(f)(1) and 9622(j)(2). In addition, Settling Parties that elect Settlement Option A will pay \$30,000 directly to the DOI to perform natural resource damage assessment activities in accordance with CERCLA Section 107(a)(4)(C), 42 U.S.C. §9607(a)(4)(C). Each Option A U.S. Settling Party's share of the direct payment to the DOI has been calculated based on its share, by weight, of the total waste sent by all Option A U.S. Settling Parties multiplied by \$30,000. The payment amounts for each U.S. Settling Party are set forth in Appendix A.

- c. For U.S. Settling Parties that elect Settlement Option B, U.S. EPA's cost estimate is \$271.9 million that have been or will be incurred by U.S. EPA for response actions at the Site and by the CSC for response actions at the Site, as required by the Casmalia Consent Decree. This figure does not include an estimate for any response costs that will be incurred by the Federal Trustees.
- d. Each payment amount by U.S. Settling Parties includes a premium to cover the risks and uncertainties associated with this Consent Order. The premium (100% for Settlement Option A, 50% for Settlement Option B) is applied to each U.S. Settling Party's volumetric share of all estimated "non-fixed Site response costs" but is not applied to U.S. EPA's and the CSC's calculation of "fixed Site response costs." Fixed Site response costs include \$16.38 million in Past Response Costs (as defined in the Casmalia Consent Decree) incurred by the United States

between March 1, 1992 and July 22, 1997, and response costs of \$2.81 million incurred by the United States between July 23, 1997 and August 1, 1999 (the date U.S. EPA selected as the “cutoff” for the calculation of costs that have already been incurred for purposes of the cost estimate used for this Order and future enforcement efforts). Fixed Site response costs also include response costs of \$13.68 million incurred by the CSC for response actions between April 1993 and August 1998 for Phase 1 Work in accordance with the Casmalia Consent Decree. U.S. EPA’s and the CSC’s fixed Site response costs together total \$32.86 million. Under Settlement Option A or Settlement Option B, the premium is not assessed against this \$32.86 million. Under Settlement Option A or Settlement Option B, the premium is applied to U.S. EPA’s and the CSC’s “non-fixed” estimated Site response costs, or estimated response costs incurred and to be incurred at the Site after August 1, 1999. This amount totals \$239.07 million. Under Settlement Option A, the 100% premium is also applied to estimated non-fixed Site response costs of \$193,417 incurred or to be incurred by the Federal Trustees, described in subparagraph b, above.

- e. The mathematical formula for calculating each U.S. Settling Party’s amount payment to the U.S. EPA under Settlement Option A is as follows<sup>1</sup>:

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<sup>1</sup> This amount will be reduced by one-half the amount of each Option A U.S. Settling Party’s payment directly to the DOI, as calculated in subparagraph f., below.

U.S. Settling Party's <u>Waste Quantity</u> Total Site Waste Quantity  5.6 Billion lbs.	X	Non-Fixed Site Response Costs \$239.07 Million	+	Natural Resources Trustees' Costs \$193,417	X	Premium (100%) 2.0		
							=	Payment Amount
U.S. Settling Party's <u>Waste Quantity</u> Total Site Waste Quantity  5.6 Billion lbs.	X	Fixed Site Response Costs \$32.86 Million				[No Premium Assessed]		

f. The mathematical formula for calculating each Option A U.S. Settling Party's additional payment amount directly to the DOI is:

<u>U.S. Settling Party's Waste Quantity</u>		
Total Waste Disposed at Site by all Option A U.S. Settling Parties	X	\$30,000

g. The mathematical formula for calculating each U.S. Settling Party's payment amount under Settlement Option B is as follows:

U.S. Settling Party's <u>Waste Quantity</u> Total Site Waste Quantity 5.6 Billion lbs.	X	Non-Fixed Site Response Costs \$239.07 Million	X	Premium (50%) 1.5	+	=	Payment Amount
U.S. Settling Party's <u>Waste Quantity</u> Total Site Waste Quantity 5.6 Billion lbs.	X	Fixed Site Response Costs \$32.86 Million		[No Premium Assessed]			

h. Each Option A U.S. Settling Party's payment amount for Settlement Option A is set forth in the appropriate column opposite that Option A U.S. Settling Party's name on Appendix A. Each Option B U.S. Settling Party's payment amount for Settlement Option B is set forth in the appropriate column opposite that Option B U.S. Settling Party's name on Appendix A.

39. Calculation of Payment to State Regulatory Entities and State Trustees

a. For Settling Parties that select the State Settlement Option ("State Settling Parties"), identified in Appendix B, the State Regulatory Entities' response cost estimate is \$11,684,000. The response cost estimate is based on the assumption by the State Regulatory Entities that U.S. EPA will retain lead agency status for



all phases of response action that must be taken at the Site, including operation and maintenance (“O&M”). In the event that U.S. EPA does not retain lead agency status throughout the response action, including O&M, the State agrees that shall not be a basis for seeking additional response costs from the State Settling Parties.

- b. In addition, for the purposes of this Consent Order with the State Settling Parties only, the State Trustees currently estimate State Natural Resource Damages Claims at \$15,000,000. Each State Settling Party’s liability for the State NRD Claims is discounted 15% to promote settlement. In the event the actual State NRD Claims exceed \$15,000,000, the State Trustees agree that shall not be a basis for seeking additional costs from the State Settling Parties. Further, in the event the actual State Natural Resource Damages Claims are less than \$15,000,000, the State Settling Parties agree they shall not be entitled to a refund of any percentage paid to settle the State NRD Claim over and above the actual NRD Claim.
- c. Each payment amount for response costs includes a premium to cover the risk and uncertainties associated with the settlement of estimated future response costs. The premium of 100%, which is consistent with U.S. EPA’s Settlement Option A, is applied to each State Settling Party’s volumetric share of all estimated “non-fixed Site costs” but is not applied to the State Response Costs incurred on or before June 30, 2001, (the cut-off date which has been selected by State Regulatory Entities for the calculation of costs that have already been incurred for the purposes of the cost estimate prepared for this Order and future enforcement efforts) which are costs that the State Regulatory Entities can document at this time, in the amount of \$2,504,000. The premium is applied to the State Regulatory Entities’ estimated response costs incurred on or after July 1, 2001.

That estimated future cost is \$ 9.18 million.

- d. The following formula is used to calculate the payment for each State Settling Party to settle claims for the State Response Costs:

$$\begin{aligned} & \text{(State Settling Party's Waste / Total Site Waste Quantity 5.6 billion lbs.)} \\ & \times \$2.504 \text{ million (which represents past response costs)} \\ & \quad + \\ & \text{(State Settling Party's Waste / Total Site Waste Quantity 5.6 billion lbs.)} \\ & \times \$9.18 \text{ million} \times 2 \text{ (100\% premium)(which represents estimated future response costs).} \end{aligned}$$

- e. The following formula is used to calculate the payment for each State Settling Party to resolve the State Natural Resource Damages Claims:

$$\begin{aligned} & \text{(State Settling Party's Waste / Total Site Waste Quantity 5.6 billion lbs.)} \\ & \times (\$15 \text{ million}) \times (0.85) \end{aligned}$$

- f. Each State Settling Party's payment amount for settlement of State Response Costs is set forth in the appropriate column opposite that State Settling Party's name in Appendix B. Each State Settling Party's payment amount for settlement of State Natural Resource Damages Claims is set forth in the appropriate column opposite that State Settling Party's name in Appendix B.

## VIII. PAYMENT

### 40. Signature by Settling Parties

- a. Each U.S. Settling Party has submitted to U.S. EPA a fully and properly executed original signature page for this Consent Order, electing either Settlement Option A or Settlement Option B, and, except for Quemetco, Inc., paid to the Escrow Account the payment specified for that U.S. Settling Party in the appropriate column opposite that U.S. Settling Party's name in Appendix A in accordance with the instructions provided in Paragraph 41(a).

- b. Each State Settling Party shall have provided a fully and properly executed original signature page for this Consent Order addressing the State Settlement Option to the State's Designated Representatives.

41. Payment Provisions

a. Payment to the U.S. EPA

- (i) Each U.S. Settling Party, except Quemetco, Inc., made payment in full by one of the following methods to the U.S. EPA:

(1) By Cashier's or Certified Check

Cashier's check or certified check, made payable to "BTCO. as Custodian for Casmalia Resources Site" mailed to the following address: P.O. Box 13248 (Lbox #13248), Newark, NJ 07101, and including an original completed Payment Invoice.

(2) By Wire Transfer

Funds wired to:  
Bankers Trust Co.  
4 Albany Street, New York, NY 10006  
ABA/Locator#: 021-001-033  
Acct #: 01-419-647

REF: Casmalia Resources Site Custodial Agreement

Payor: the name of the Settling Party exactly as it appears at the top of the "Consent and Authorization" page.

Any payments received by the Escrow Account after 5:00 p.m. Eastern Time will be credited on the next business day. At the time of payment, each U.S. Settling Party submitted a copy of the completed Payment Invoice to:

Casmalia Case Team  
U.S. EPA Region IX  
75 Hawthorne Street (SFD-7)  
San Francisco, California 94105-3901

(ii) Quemetco, Inc. shall have made payment to the U.S. EPA of one half of the settlement amount to be paid to the U.S. EPA, as set forth in Appendix A, upon submittal of the signature page in accordance with Paragraph 40(a) (“the initial payment”), and shall pay the remaining half, plus Interest accrued on the unpaid portion through the date of payment of the full balance, within one year from the date of the initial payment (“the balance payment”). Penalties, and Interest on penalties, if any, for delay in making the balance payment after the dates specified above, shall accrue to and shall be paid by Quemetco, Inc. in accordance with paragraphs 44 and 45, pertaining to Option B Settling Parties. Quemetco, Inc.’s payments to the U.S. EPA shall be made by one of the methods set forth in paragraph 44(a)(i). Quemetco, Inc.’s payments to the DOI and the State shall be made in accordance with the payment provisions in subparagraphs (b), (c) and (d) of this paragraph.

b. Payment to the DOI

Within fifteen (15) days after receipt of notice of the effective date of this Consent Order, each U.S. Settling Party selecting Settlement Option A shall pay the sum for the U.S. Fish and Wildlife Service set forth next to its name in Appendix A to the DOI, on behalf of the U.S. Fish and Wildlife Service. The transmittal of such amounts may be made by one of the following methods:

- (i) United States Department of the Treasury’s Automated Clearing House (ACH) Remittance Express, including the following information:

1. Payee: DOI Restoration Fund
2. Address: 1849 C St. NW, MS1313  
Washington D.C. 20240

3. Tax ID number: 53-019649
4. Bank name: Federal Reserve Bank New York, NY
5. ABA no.: 051036706
6. Bank account no.: 312024

(ii) non-electronic remittances (checks), which should be made payable to the Department of the Interior and forwarded to:

DOI Restoration Fund  
NBC Division of Financial Management Services  
Branch of Accounting Operations  
Mail Stop 1313  
1849 C St. NW  
Washington, D.C. 20240

To insure proper and timely crediting, payment by either electronic remittance or check also should include the following additional identifying items of information:

- (1) name of the U.S. Settling Party on whose behalf such payment is made
- (2) Casmalia Landfill
- (3) Santa Barbara County, California; and
- (4) reflect that it is a payment to the "Natural Resource Damage Assessment And Restoration Fund, Account No. 14X5198 -- Casmalia CERCLA site."

The DOI 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 (the "Casmalia Account").

c. Payment to State of California for Response Costs

Within fifteen (15) days after receipt of notice of the effective date of this Consent Order,

each State Settling Party shall pay the sum for State Response Costs set forth next to its name in Appendix B by one of the following methods to the California Department of Justice:

- i) Cashiers or Certified Check sent to:  
California Department of Justice  
Accounting Section - Cashiering Unit  
Attention: Janie Apodaca  
1300 "T" Street, Suite 810  
P.O. Box 944255  
Sacramento, California 94244-2550 (DOJ Accounting Office)
  
- ii) Wire Transfer, including the following information:
  1. Name and address of the California Department of Justice's banking institution to which the transfer is to take place:  
  
Bank of America, Sacramento Government Services, Unit 1436  
555 Capitol Mall, Suite 165  
Sacramento, CA 95814
  
  2. Account number to which the wire transfer should be sent:

Financial Institution	Bank of America, San Francisco, CA
ABA Routing No	121000358
Beneficiary	State of California, Dept of Justice
Beneficiary Information	Special Deposit Fund
Beneficiary Account No	01482-80005
  
  3. Attn: Marilyn Goodridge  
Government Services  
(916) 321-4803

The payments to the State shall be payable to the "State of California, Department of Justice." The payments shall indicate the name of the Consent Order, the U.S. EPA docket number, and the California Department of Justice internal docket number for this matter - 49006 430 SA2001CV0892. Any payment received by the California Attorney General's Office after 5:00 p.m. Pacific Time will be credited the next business day. At the time of the payment, each State Settling Party shall submit a copy of the completed State Response Cost Payment Invoice to:

Matthew Campbell  
Deputy Attorney General

California Department of Justice  
1300 I Street, Suite 1101  
P.O. Box 944255  
Sacramento, California 94244-2550

The California Attorney General's Office will be responsible for allocating each payment in the appropriate amount to DTSC and the Regional Board based on their relative shares of the total past and future State Response Costs identified in Paragraph 39.

d. Payment to the State of California Natural Resource Trustees

Within fifteen (15) days after the receipt of notice of the effective date of this Consent Order, each State Settling Party shall pay the sum for the State Natural Resource Damages Claim set forth next to its name in Appendix B by cashier's or certified check payable to California Department of Fish and Game to the following address:

John Holland  
Legal Department  
Office of Spill Prevention and Response  
Department of Fish and Game  
P.O. Box 160362  
Sacramento, California 95816-0362

Any payment received by the California Department of Fish and Game after 5:00 p.m. Pacific Time will be credited the next business day. At the time of the payment, each State Settling Party shall submit a copy of the completed State NRD Payment Invoice to:

Deborah Wordham  
Deputy Attorney General  
California Department of Justice  
1300 I Street, Suite 1101  
P.O. Box 944255  
Sacramento, California 94244-2550

42. Refunds from the Escrow Account.

In the event that this Consent Order does not become effective, then U.S. EPA shall

direct the Escrow Trustee, within thirty (30) days of receipt of notice of such event from U.S. EPA, to refund the Settling Parties' payment(s). Any refunds made under this Paragraph shall include the interest accrued on the payment, if any, minus a pro rata share of the costs of administering the Escrow Account to that date and taxes payable by the Escrow Trustee with respect to payments made by the U.S. Settling Parties under this Consent Order.

43. Disqualification.

If the U.S. EPA determines, in its sole and unreviewable discretion, that one or more of the statements of facts made in Paragraph 27 or the determinations made in Subparagraphs 34(g) or (h) no longer apply(ies) to a Settling Party, U.S. EPA may, in its sole and unreviewable discretion, disqualify such Settling Party from participation in this Consent Order, or may proceed in accordance with Paragraph 53 herein. If U.S. EPA determines that a Settling Party is disqualified, U.S. EPA will notify the Escrow Trustee. The Escrow Trustee shall, within thirty (30) days of receipt of written notification by U.S. EPA of such disqualification, refund the payment made to the U.S. EPA by such U.S. Settling Party.

**IX. FAILURE TO MAKE TIMELY PAYMENTS**

44. Interest on Late Payments to the United States

- a. Because all U.S. Settling Parties electing Settlement Option A except Quemetco, Inc. have remitted payment to the U.S. EPA in full as required by Paragraph 41 prior to the effective date of this Order, no Interest shall accrue on any such payment.
- b. U.S. Settling Parties electing Settlement Option B who fail to pay their share of increased costs as set forth in Paragraph 56 shall pay Interest on the unpaid balance, commencing on the date that payment is due and accruing through the date of the payment, except as specified in paragraph 41(a)(ii) with respect to the balance payment by Quemetco, Inc.
- c. Interest shall be paid by a separate check in the amount of the Interest owed and



shall be sent simultaneously with the payment required in Paragraph 56. Payment of Interest shall be made and a copy of the cashier's or certified check shall be sent as provided in paragraph 41(a).

- d. Interest on unpaid portions of payments due to the DOI, on behalf of the U.S. FWS, shall be paid as provided in Paragraph 41(b).

45. Stipulated Penalties

- a. In addition to the Interest required by Paragraph 44, if an Option B U.S. Settling Party fails to remit the payment required by Paragraph 56 when due, then that Option B U.S. Settling Party shall also pay stipulated penalties to U.S. EPA of \$1,000 per day for each day that the payment is late.
- b. Penalties shall begin to accrue from the day when payment by an Option B U.S. Settling Party is due pursuant to Paragraph 56 and shall continue to accrue until all payments required by this Order for that Option B U.S. Settling Party have been paid in full (e.g., when all payments, Interest, and stipulated penalties are paid in full). Penalties shall accrue regardless of whether U.S. EPA or the Escrow Trustee has notified the Option B U.S. Settling Party of a violation.
- c. Interest on penalties shall begin to accrue on the unpaid balance at the end of thirty (30) days from the date that payment was due under Paragraph 56.
- d. Stipulated penalties due to U.S. EPA shall be paid contemporaneously with the payment of the amount required by Paragraph 56 and the Interest thereon required by Paragraph 44. However, stipulated penalties, including any Interest owed on the stipulated penalties pursuant to subparagraph c of this Paragraph, shall be paid by a separate certified or cashier's check made payable to "U.S. EPA Hazardous Substances Superfund," and shall be mailed to:

U.S. EPA - Region IX  
Attn: Superfund Accounting  
P.O. Box 360863M  
Pittsburgh, PA 15251

All payments shall indicate that the payment is for stipulated penalties and shall reference the name and address of the U.S. Settling Party making payment and U.S. EPA Regional Site Spill ID Number 09-3H.

- e. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Order.
- f. Notwithstanding any other provision of this Section, the United States may, in its sole and unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Order.

46. Interest and Stipulated Penalties on Late Payments for State Response Costs or State Natural Resources Damages

- a. State Settling Parties who fail to pay their share of State Response Costs or State Natural Resources Damages within the time frame set forth in Paragraph 41(c) or (d) shall pay Interest on the unpaid balance, commencing on the date that payment is due and accruing through the date of the payment.
- b. Interest shall be paid by a separate check to the respective payee in the amount of the Interest owed. Payment of Interest shall be made and a copy of the cashier's or certified check shall be sent as provided in Paragraph 41(c) or (d).
- c. In addition to the Interest required by this Paragraph, if a State Settling Party fails to remit the payments required by Paragraph 41(c) or (d) when due, then that State Settling Party shall also pay stipulated penalties to the California Department of Justice in the amount of \$1,000 per day for each calendar day that the payment is late. Stipulated penalty payments and copies of payments shall be mailed to the contact person(s) and addresses set forth in Paragraph 41(c) or (d).

47. The releases and covenants set forth in Sections XI (Covenant Not to Sue and Reservations of Rights by United States), XII (Covenant Not to Sue and Reservations of Rights by State Regulatory Entities and State Trustees) and XIII (Covenants by Settling Parties Not to

Sue), and the contribution protection set forth in Section XIV (Effect of Settlement/ Contribution Protection) are conditional upon compliance with all the terms of this Consent Order, including – for U.S. Settling Parties electing Settlement Option B – payment pursuant to Paragraph 56.

48. If U.S. EPA or U.S. DOJ brings an action to enforce this Consent Order against U.S. Settling Party(ies), such U.S. Settling Party(ies) shall reimburse the U.S. EPA and/or U.S. DOJ for all costs of such action, including but not limited to costs of attorney time.

49. If the State Regulatory Entities or the State Trustees bring an action to enforce the obligations to them under this Consent Order against State Settling Party(ies), such State Settling Party(ies) shall reimburse the State Regulatory Entities and/or State Trustees for all costs of such enforcement action, including but not limited to costs of attorney time.

50. Payments made under this Section shall be in addition to any other remedies or sanctions available to the United States, the State Regulatory Entities, or the State Trustees by virtue of a Settling Party's failure to comply with the requirements of this Consent Order, including, but not limited to, bringing an action against that Settling Party seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(l) of CERCLA, 42 U.S.C. § 9622(l), and under comparable State law for failure to make timely payment.

#### **X. CERTIFICATION OF SETTLING PARTY**

51. By signing this Consent Order, each Settling Party certifies, individually, that it has no reason to disagree with the U.S. EPA's determination that such Settling Party: (a) contributed less than 8.5 million pounds of materials containing hazardous substances to the Site, and (b) contributed hazardous substances of minimal toxic or other hazardous effects in comparison to other hazardous substances at the Site, as set forth in the Contaminants List attached as Appendix D.

#### **XI. COVENANT NOT TO SUE AND RESERVATIONS OF RIGHTS**

**BY UNITED STATES**

A. General

52. General Reservations. The covenants by the United States set forth in Paragraphs 54 and 55 of this Consent Order do not pertain to any matters other than those expressly specified in Paragraphs 54 and 55. The United States reserves, and this Consent Order is without prejudice to, all rights against U.S. Settling Parties, with respect to all other matters, including but not limited to:

- a. liability for failure to meet a requirement of this Consent Order;
- b. criminal liability;
- c. as to a particular U.S. Settling Party, liability arising from any future arrangement for disposal or treatment of a hazardous substance, pollutant or contaminant at the Site by that U.S. Settling Party after the effective date of this Consent Order; and
- d. liability arising from the past, present, or future arrangement by a U.S. Settling Party, or a subsidiary or affiliated entity of that U.S. Settling Party, for disposal or treatment of a hazardous substance, pollutant or contaminant at the Site that is both (1) not from a facility or specific location owned or operated by that U.S. Settling Party as specified in Appendix A, and (2) not included in the volume of waste attributed to that U.S. Settling Party as set forth in Appendix A-1; and
- e. with respect to Option B U.S. Settling Parties, claims by Federal Trustees for costs associated with response actions or Natural Resource Damages claims at the Site.

53. Reservation Concerning De Minimis Status. Notwithstanding any other provision in this Consent Order, the United States reserves, and this Consent Order is without prejudice to, the right to institute judicial or administrative proceedings against any individual U.S. Settling Party seeking to compel that U.S. Settling Party to perform response actions relating to the Site, and/or to reimburse the United States, for additional costs of response and/or Natural Resource Damages, if information not currently known to U.S. EPA is discovered that indicates such U.S.

Settling Party no longer qualifies as a de minimis party at the Site because such U.S. Settling Party contributed more than 8.5 million pounds of materials containing hazardous substances to the Site, or contributed hazardous substances the toxic or hazardous effect of which are not minimal in comparison to other hazardous substances at the Site, as set forth in the Contaminants List attached as Appendix D. For purposes of this section only, the volume of material contributed by a U.S. Settling Party shall not include any waste sent by an entity merged into or otherwise acquired by such U.S. Settling Party after the effective date of this Consent Order.

54. In consideration of the payments that have been made by U.S. Settling Parties that have elected to settle under the provisions of Settlement Option A (“Option A U.S. Settling Parties”) under the terms of this Consent Order, and except as specifically provided in Paragraphs 52 and 53 of this Consent Order, the United States hereby covenants not to sue or to take administrative action against any of the Option A U.S. Settling Parties pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, and Section 7003 of RCRA, 42 U.S.C. § 6973, relating to the Site, including for recovery of Natural Resource Damages and for response costs incurred or to be incurred by the Federal Trustees. With respect to present and future liability, this covenant shall take effect upon the effective date of this Order as set forth in Section XX (Effective Date). With respect to each Option A U.S. Settling Party, individually, this covenant is conditioned upon: a) the satisfactory performance by that Option A U.S. Settling Party of all its obligations under this Consent Order; and b) the veracity of any information provided to U.S. EPA by that Option A U.S. Settling Party relating to Settling Party’s involvement with the Site. This covenant extends only to Option A U.S. Settling Parties and does not extend to any other person.

55. In consideration of the payments that have been and may be made by U.S. Settling Parties that have elected to settle under the provisions of Settlement Option B (“Option B U.S. Settling Parties”) under the terms of this Consent Order, and except as specifically provided in Paragraphs 52, 53 and 56 of this Consent Order, the U.S. EPA hereby covenants not to sue or to take administrative action against any of the Option B U.S. Settling Parties pursuant to Sections

106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, and Section 7003 of RCRA, 42 U.S.C. § 6973, relating to the Site. With respect to present and future liability, this covenant shall take effect upon the effective date of this Order as set forth in Section XX (Effective Date). With respect to each Option B U.S. Settling Party, individually, this covenant is conditioned upon: a) the satisfactory performance by Option B U.S. Settling Parties of all its obligations under this Consent Order, including, but not limited to, the obligation to make future payments pursuant to Paragraph 56; and b) the veracity of any information provided to U.S. EPA by that Option B U.S. Settling Party relating to that Option B U.S. Settling Party's involvement with the Site. This covenant extends only to Option B U.S. Settling Parties and does not extend to any other person.

56. Reservation for Increased Costs of Response Actions

- a. An estimate of the total cost of response actions at the Site has been developed for this and future de minimis settlements, enforcement activities, and other purposes ("1999 Cost Estimate"). The 1999 Cost Estimate (which does not include response costs to be incurred by the Federal Trustees) is \$271.9 million.
- b. Option B U.S. Settling Parties shall be liable for, and in its unreviewable discretion U.S. EPA may seek to have Option B U.S. Settling Parties pay, their volumetric share of any increase in response costs if:
  - (i) after the final Record of Decision ("ROD") for the Site has been issued and prior to certification of completion of the Phase 2 Work, U.S. EPA has revised or approved the revision of, or the Court has approved a revision of, the cost estimate for all response actions taken or to be taken at the Site ("Post-ROD Cost Estimate"); and
  - (ii) the estimated total Site Response Costs have increased from the 1999 Cost Estimate of \$271.9 million; and
  - (iii) based on actual expenditures at the Site and expenditures reasonably anticipated in accordance with the ROD, any other response action

decision documents, and the revised cost estimate, U.S. EPA, in its unreviewable discretion, determines that the funds in the Escrow Account that are available for Phase 2 Work pursuant to the Casmalia Consent Decree will not be sufficient to pay for costs associated with performance of the Phase 2 Work or not be sufficient to allow timely continuation of such work.

- c. In addition, Option B U.S. Settling Parties shall be liable for, and in its unreviewable discretion U.S. EPA may seek to have Option B U.S. Settling Parties pay, their volumetric share of any increase in response costs if:
  - (i) upon certification of completion of Phase 2 Work, U.S. EPA has revised, or approved the revision of, the cost estimate for all response actions taken or to be taken at the Site (“Post-Phase 2 Cost Estimate”); and
  - (ii) the Post-Phase 2 Cost Estimate has increased from either the 1999 Cost Estimate or the Post-ROD Cost Estimate, whichever is greater.
- d. If U.S. EPA determines, in its unreviewable discretion, that it will require payment of amounts derived pursuant to subparagraphs b or c, above, it shall compile an administrative record to support the revised cost estimate. The record shall include, but not be limited to, any Engineering Evaluation/Cost Analysis, Remedial Investigation/Feasibility Study, ROD, or any other response action decision documents, standard cost documentation for response costs incurred by the United States and a summary of response costs incurred by the CSC. The administrative record shall be made available to the public at U.S. EPA Region 9, Superfund Records Center, 95 Hawthorne Street, San Francisco, California 94105-3901.
- e. After compilation of the administrative record, U.S. EPA will send a notice to all Option B U.S. Settling Parties, which shall i) include the Post-ROD Cost Estimate

or Post-Phase 2 Cost Estimate, as applicable, and a brief summary describing and supporting the cost estimate, ii) state the availability of the administrative record for review, and iii) notify each Option B U.S. Settling Party of the amount it will be required to pay (i.e., its volumetric share of the increased cost).

- f. U.S. EPA shall have three years from the date of certification of completion of the Phase 2 Work to send the notice described in subparagraph e, above, relating to an increase in the Post-ROD Cost Estimate described in subparagraph b, above, or an increase in the Post-Phase 2 Cost Estimate described in subparagraph c, above.
- g. Option B U.S. Settling Parties shall have thirty (30) days from the date of the notice described in subparagraph e, above, to submit comments to U.S. EPA concerning the Post-ROD Cost Estimate or the Post-Phase 2 Cost Estimate, as applicable, and/or the administrative record in support of the cost estimate. Comments shall be submitted to: Casmalia Case Team (SFD-7), 75 Hawthorne Street, San Francisco, California 94105-3901. If U.S. EPA receives comments, it shall prepare a response and shall place the comments and its response in the Superfund Records Center at the address listed in subparagraph d, above. U.S. EPA shall send to the Option B U.S. Settling Parties a notice containing the response to comments, and any resulting revision to the cost estimate and corresponding adjustment to each Option B U.S. Settling Party's required payment amount. If no comments were received, U.S. EPA shall notify the Option B U.S. Settling Parties that the prior Post-ROD Cost Estimate or Post-Phase 2 Cost Estimate, as applicable, of which the Option B U.S. Settling Parties received notice pursuant to subparagraph e, above, has become final, and shall make a demand for payment to each Option B U.S. Settling Party of the amount set forth in such notice.
- h. After U.S. EPA has responded to any comments, U.S. EPA's Post-ROD Cost Estimate or Post-Phase 2 Cost Estimate, as applicable, revised if necessary



pursuant to subparagraph g, above, shall be considered final, unless within fourteen (14) days of receipt of the response to comments, the Option B U.S. Settling Parties appoint a delegation (consisting of no more than ten (10) persons) to request a meeting with the U.S. EPA Region 9 Superfund Division Director. The appointed delegation may not raise to the Division Director any issues that had not previously been raised by the written comments. (If U.S. EPA received no comments on the initial Post-ROD or Post-Phase 2 Cost Estimate, there shall be no appeal to the Division Director.) Further, the Option B U.S. Settling Parties shall not challenge any fixed Site response costs included in the 1999 Cost Estimate, and described in Paragraph 30, above.

- i. If no meeting with the Division Director was requested pursuant to subparagraph h, above, U.S. EPA shall notify the Option B U.S. Settling Party that the prior Post-ROD or Post-Phase 2 Cost Estimate, revised (if necessary) pursuant to subparagraph g, above, has become final, and shall make a demand to each Option B U.S. Settling Party for payment of the amount set forth in the notice sent to each Option B U.S. Settling Party pursuant to subparagraph g, above.
- j. If a meeting with the Division Director is held, the Division Director shall review the administrative record supporting the cost estimate (including the comments and responses thereto). The Division Director shall resolve the dispute(s) consistent with the NCP and the terms of this Order and will issue a final written administrative decision. Such decision shall be final and shall not be subject to judicial review. U.S. EPA shall send the Option B U.S. Settling Parties the Division Director's written decision, any necessary revision to the Post-ROD or Post-Phase 2 Cost Estimate, as applicable, any corresponding adjustment to each Option B U.S. Settling Party's required payment amount, and a demand for payment of such amount.
- k. Option B U.S. Settling Parties' Manner of Payment and Failure to Make Timely

## Payment

(i) Option B U.S. Settling Parties shall make any additional payment(s) within thirty (30) days of receipt of U.S. EPA's demand for such payment under subparagraphs g, i or j, above. Payment, and notice of such payment, shall be made in the manner set forth in Paragraph 41(a).

(ii) If an Option B U.S. Settling Party fails to remit any payment(s) required by subparagraph k(i), above, when due, then that Option B U.S. Settling Party shall pay Interest on the unpaid balance in accordance with Paragraph 44. Payment of such Interest shall be made in accordance with Paragraphs 41(a) and 44.

(iii) In addition to Interest, such Option B U.S. Settling Party shall pay stipulated penalties to U.S. EPA of \$1000 per day for each day that the payment is late. Penalties and Interest on such penalties shall accrue and shall be paid as set forth in Paragraph 45.

(iv) Each Option B U.S. Settling Party hereby agrees that the running of the limitations periods in all statutes of limitations applicable to any rights, claims, causes of action, counterclaims, cross claims, and defenses regarding, based upon, or arising out of disposal of hazardous substances at the Site that either U.S. EPA or the CSC could assert against such Option B U.S. Settling Party shall be suspended for a period commencing on the Effective Date of this Consent Order and terminating eighteen (18) months after the latest date upon which final payment would be due upon a demand made under subparagraph c, above, or three years after the certification of completion of Phase 2 Work if no demand has been made under subparagraph c, above.

(v) If U.S. EPA or U.S. DOJ brings an action to enforce this Consent Order against any Option B U.S. Settling Party, such Option B U.S.

Settling Party shall reimburse U.S. EPA and/or U.S. DOJ for all costs of such action, including but not limited to costs of attorney time.

(vi) Payments made under this subparagraph shall be in addition to any other remedies or sanctions available to the United States by virtue of Option B U.S. Settling Parties' failure to comply with the requirements of this Order.

1. Duty to Inform U.S. EPA of Changes in Address or Legal Status. Until eighteen (18) months after the latest date upon which final payment would be due upon a demand made under subparagraph c, above, or three years after the certification of completion of Phase 2 Work if no demand has been made under subparagraph c, above, each Option B U.S. Settling Party shall notify the Casmalia Case Team of any change in address, ownership, political configuration, or corporate or other legal status. Such notice shall be sent to the Casmalia Case Team address provided in Paragraph 41(a), above.

## **XII. COVENANT NOT TO SUE AND RESERVATIONS OF RIGHTS BY STATE REGULATORY ENTITIES AND STATE TRUSTEES**

57. In consideration of the payments that will be made by State Settling Parties under the terms of this Consent Order, and except as specifically provided in Paragraphs 58 and 59 of this Consent Order, the State Regulatory Entities and the State Trustees hereby covenant not to sue or to take administrative action against any of those State Settling Parties pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, and Section 7002 of RCRA, 42 U.S.C. § 6972, and the State Statutes, relating to the Site, including for recovery of Natural Resource Damages and for response costs incurred or to be incurred by the State Trustees. With respect to present and future liability, this covenant shall take effect upon the effective date of this Order as set forth in Section XX (Effective Date). With respect to each State Settling Party, individually, this covenant is conditioned upon: a) the satisfactory performance by that State Settling Party of all

its obligations to State Regulatory Entities and State Trustees under this Consent Order; and b) the veracity of any information provided to U.S. EPA by that State Settling Party relating to that State Settling Party's involvement with the Site. This covenant extends only to State Settling Parties and does not extend to any other person.

58. The covenants by the State Regulatory Entities and the State Trustees set forth in Paragraph 57 of this Consent Order do not pertain to any matters other than those expressly specified in Paragraph 57. The State Regulatory Entities and the State Trustees reserve, and this Order is without prejudice to, all rights against the State Settling Parties, with respect to all other matters, including but not limited to:

- a. liability for failure to meet a requirement of this Consent Order;
- b. criminal liability;
- c. as to a particular State Settling Party, liability arising from any future arrangement for disposal or treatment of a hazardous substance, pollutant or contaminant at the Site by that State Settling Party after the effective date of this Consent Order; and
- d. liability arising from the past, present, or future arrangement for disposal or treatment by a State Settling Party, or a subsidiary or affiliated entity of that State Settling Party, of a hazardous substance, pollutant, or contaminant at the Site that is both (1) not from a facility or specific location owned or operated by that State Settling Party as specific in Appendix A, and (2) not included in the volume of waste attributed to that State Settling Party as set forth in Appendix A-1.

59. Notwithstanding any other provision in this Consent Order, the State Regulatory Entities and the State Trustees reserve, and this Consent Order is without prejudice to, the right to institute judicial or administrative proceedings against any individual State Settling Party seeking to compel that State Settling Party to perform response actions relating to the Site, and/or to reimburse the State Regulatory Entities and the State Trustees, for additional costs of response and/or Natural Resource Damages, if information not currently known to the U.S. EPA

is discovered that indicates such State Settling Party no longer qualifies as a de minimis party at the Site because such State Settling Party contributed more than 8.5 million pounds of materials containing hazardous substances to the Site, or contributed hazardous substances the toxic or other hazardous effect of which is not minimal in comparison to other hazardous substances at the Site as set forth in the Contaminants List attached as Appendix D. For purposes of this section only, the volume of material contributed by a State Settling Party shall not include any waste sent by an entity merged into or otherwise acquired by such State Settling Party after the effective date of this Consent Order.

### **XIII. COVENANTS BY SETTling PARTIES NOT TO SUE**

#### **A. Covenants by U.S. Settling Parties**

60. U.S. Settling Parties covenant not to sue and agree not to assert any claims or causes of action against the United States or its contractors or employees with respect to the Site or this Consent Order including, but not limited to:

- a. any direct or indirect claim for reimbursement from the U.S. EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claims arising out of response activities at the Site;
- c. any claim pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site;
- d. any claim pursuant to Section 7002 of RCRA, 42 U.S.C. §§ 6972, or any other comparable California laws, relating to the Site; and
- e. any claim asserting a “takings” or similar claim.

61. Nothing in this Consent Order shall be deemed to constitute preauthorization or approval of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

62. U.S. Settling Parties covenant not to sue and agree not to assert any claims or causes of action with regard to the Site pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, for matters addressed by this Consent Agreement, against:

- a. any other Settling Party;
- b. any PRPs (Federal or non-Federal) that U.S. EPA may in the future designate as “de micromis” consistent with U.S. EPA’s Revised Guidance on CERCLA Settlements with De Micromis Waste Contributors (June 3, 1996) and/or other applicable guidance;
- c. any other PRP (Federal or non-Federal) for a period of thirty (33) months after the effective date of this Consent Order, at which time U.S. Settling Parties may assert claims or causes of action against any non-de micromis PRPs that have not settled their liability for the Site;
- d. any of the defendants in United States v. ABB Vetco Gray Inc., Civ. No. 96-6518-KMW (JGx), that are parties to the Casmalia Consent Decree entered in that action on June 27, 1997; and
- e. any person that has entered or in the future enters into a settlement agreement with the United States or U.S. EPA for response costs or Natural Resource Damages claims for matters addressed in such settlement;

**B. Covenants By State Settling Parties as to State Entities and State Trustees**

63. State Settling Parties covenant not to sue and agree not to assert any claims or causes of action against the State Regulatory Entities or the State Trustees or their contractors, representatives, agents, officers or employees with respect to the Site or this Consent Order including, but not limited to:

- a. any direct or indirect claim for reimbursement from the Hazardous Substances Account, the State Pollution Cleanup and Abatement Account or any other account or fund managed by the State Regulatory Entities pursuant to Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607,

9611, 9612, or 9613, or any other federal or state law;

- b. any claims arising out of response activities at the Site;
- c. any claim pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, or any other related or similar federal or state laws, including California Health and Safety Code Section 25363, relating to the Site;
- d. any claim pursuant to Section 7002 of RCRA, 42 U.S.C. §§ 6972, or any other comparable California laws, relating to the Site; and
- e. any claim asserting a “takings” or similar claim.

64. State Settling Parties covenant not to sue and agree not to assert any claims or causes of action with regard to the Site pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, or any other comparable California law, or any claims or causes of action seeking reimbursement or contribution for its payments to the State Regulatory Entities and the State Trustees made pursuant to this Consent Order against any person that has entered or in the future enters into a full settlement agreement with the State Regulatory Entities for State Response Costs and State Natural Resource Damages, relating to the Site.

#### **XIV. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

65. Nothing in this Consent Order shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Order. Except as otherwise provided in Paragraphs 54, 55 and 57, the United States, the State Regulatory Entities, the State Trustees, U.S. Settling Parties and State Settling Parties each reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

66. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, Natural Resource Damages, recovery of response costs or other relief relating to the Site, Settling Parties shall not assert, and may not maintain, any defense or claim

based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action.

67. In any subsequent administrative or judicial proceeding initiated by the State Regulatory Entities or the State Trustees for injunctive relief, Natural Resource Damages, recovery of response costs or other relief relating to the Site, Settling Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action.

68. The Parties agree that each Settling Party is entitled, as of the effective date of this Consent Order, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), for "matters addressed" in this Consent Order.

- a. For Option A U.S. Settling Parties, the "matters addressed" in this Consent Order are all response actions taken by the U.S. EPA, the Federal Trustees, and by private parties, and all response costs incurred and to be incurred by the U.S. EPA, the Federal Trustees, and by private parties, at or in connection with the Site, and Natural Resource Damages claims that could be brought by the Federal Trustees at or relating to the Site; provided, however, that for Option A U.S. Settling Parties, the "matters addressed" in this Consent Order do not include those response costs or response actions, or Natural Resource Damages, as to which the United States has reserved its rights under this Consent Order, in the event that the United States asserts rights against U.S. Settling Parties coming within the scope of such reservations for failure to comply with this Order, or claims for response costs or Natural Resource Damages that may be asserted by the United States Air Force.



- b. For Option B U.S. Settling Parties, the "matters addressed" in this Consent Order are all response actions taken by the United States, except the Federal Trustees, and by private parties, and all response costs incurred and to be incurred by the United States, except the Federal Trustees, and by private parties, at or in connection with the Site; provided, however, that for Option B U.S. Settling Parties, the "matters addressed" in this Consent Order do not include
- (i) those response costs or response actions as to which the United States has reserved its rights under this Consent Order, in the event that the United States asserts rights against U.S. Settling Parties coming within the scope of such reservations for failure to comply with this Order;
  - (ii) Natural Resource Damages; and
  - (iii) response costs incurred or to be incurred by the United States Air Force.
- c. For State Settling Parties, the "matters addressed" in this Consent Order are all response actions taken by the State Regulatory Entities, and all response costs incurred and to be incurred by the State Regulatory Entities, at or in connection with the Site and State Natural Resource Damages at or relating to the Site, except as to: (i) response costs or response actions for which the State Regulatory Entities and the State Trustees have reserved their rights under this Consent Order and (ii) claims for failure to comply with this Order. The Parties agree that as to "matters addressed," and not expressly reserved, the State Settling Parties are entitled to contribution protection pursuant to California Health and Safety Code section 25360.6.

69. Each Settling Party agrees that with respect to any suit or claim for contribution brought by it for matters related to this Consent Order, it will notify U.S. EPA and the State Regulatory Entities in writing at the following addresses no later than sixty (60) days prior to the initiation of such suit or claim:

Chief, Hazardous Waste Branch  
Office of Regional Counsel  
U.S. Environmental Protection Agency  
75 Hawthorne Street (ORC-3)  
San Francisco, CA 94105-3901

Senior Assistant Attorney General  
Environment Section  
Attorney General's Office  
State of California  
300 South Spring Street  
Los Angeles, California 90013-1230

Each Settling Party further agrees that it will notify U.S. EPA and the State Regulatory Entities no later than thirty (30) days prior to filing a motion for summary judgment and not later than sixty (60) days prior to trial concerning any such suit or claim.

#### **XV. PARTIES BOUND**

70. This Consent Order shall apply to and be binding upon U.S. EPA, the United States, on behalf of the Federal Trustees, the State Regulatory Entities, the State Trustees and upon Settling Parties and their heirs, successors and assigns. Any change in ownership, political configuration, or corporate or other legal status of a Settling Party, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter such Settling Party's obligations under this Consent Order. Each signatory to this Consent Order certifies that he or she is authorized to enter into the terms and conditions of this Consent Order and to bind legally the Settling Party represented by him or her.

#### **XVI. INTEGRATION/APPENDICES**

71. This Consent Order and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Order. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement terms other than those expressly contained in this

Consent Order. The following appendices are attached to and incorporated into this Consent Order:

“Appendix A” is the list of U.S. Settling Parties and settlement payment amounts.

“Appendix A-1” is the list of U.S. Settling Parties’ waste shipments and volume.

“Appendix B” is a list of the State Settling Parties.

“Appendix C” is a map of the Site.

“Appendix D” is a list of contaminants identified to date at the Site.

#### **XVII. PUBLIC COMMENT**

72. This Consent Order shall be subject to a public comment period of not less than thirty (30) days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i), and Section 7003 of RCRA, 42 U.S.C. § 6973, including a public hearing in the affected area, in accordance with Section 7003(d) of RCRA, 42 U.S.C. § 6973(d).

73. In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), U.S. EPA or the United States, on behalf of the Federal Trustees, may withdraw or modify consent to this Consent Order if comments received disclose facts or considerations which indicate that this Consent Order is inappropriate, improper or inadequate.

74. After the public comment period described in Paragraph 72, above, any of the State Regulatory Entities or any of the State Trustees may withdraw or modify consent to this Consent Order if comments received during the comment period disclose facts or considerations which indicate that this Consent Order as applied to that State Regulatory Entity or State Trustee is inappropriate, improper, or inadequate.

#### **XVIII. U.S. ATTORNEY GENERAL APPROVAL**

75. The Attorney General of the United States or his designee has approved the settlement embodied in this Consent Order in accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4).

**XIX. SEVERABILITY**

76. If any provision of this Consent Order is determined to be invalid, illegal, or unconstitutional, the remainder of this Consent Order shall not automatically be affected by such a ruling, unless the provisions are inextricably related.

**XX. EFFECTIVE DATE**

77. The effective date of this Consent Order for terms relating to the U.S. Settling Parties shall be the date upon which U.S. EPA issues written notice to Settling Parties and the Section Chief of the Environmental Defense Section of the Department of Justice that settlement is effective. The U.S. EPA shall only issue such notice after the required public comment period pursuant to Paragraph 72 of this Order has closed and after determining that comments received, if any, do not require modification of or withdrawal from this Consent Order by U.S. EPA or the United States, on behalf of the Federal Trustees. The written notice also shall be provided to the State representative identified in Paragraph 69.

78. The effective date of this Consent Order for terms relating to the State Settling Parties shall be the date upon which the Attorney General of the State of California, on behalf of the State Regulatory Entities and the State Trustees, issues written notice to Settling Parties, the U.S. EPA and the Section Chief of the Environmental Defense Section of the Department of Justice that the settlement is effective. The Attorney General shall only issue such notice after the public comment period pursuant to Paragraph 72 of this Consent Order has closed and after determining that comments received, if any, do not require modification of or withdrawal from this Consent Order by the State Regulatory Entities or the State Trustees.

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IT IS SO AGREED AND ORDERED:

U.S. Environmental Protection Agency

By: Keith Takata  
Keith Takata  
Director, Superfund Division  
U.S. EPA Region IX

on behalf of the United States

By: \_\_\_\_\_  
Thomas L. Sansonetti  
Assistant Attorney General  
Environment and Natural Resources Division  
U.S. Department of Justice

California Department of Toxic Substance Control

By: Dorothy Rice  
Dorothy Rice, Deputy Director

California Regional Water Quality Control Board, Central Coast Region

By: Roger W. Briggs X  
Roger W. Briggs,  
Executive Officer

California Department of Fish and Game

By: Robert C. Hight  
Robert C. Hight,  
Director

Appendix A (Revised 06-07-2006 )  
 Summary of De Minimis Settlement Amounts  
 American National Can Co

	<u>Settlement Option A</u>	<u>Settlement Option B</u>
	U.S. EPA Site Fund	U.S. Fish and Wildlife Service
		U.S. EPA Site Fund

Facility Data				
Name	Address	City	St.	Qty. (lbs.)

Settling Party	Name	Address	City	St.	Qty. (lbs.)	U.S. EPA Site Fund	U.S. Fish and Wildlife Service	U.S. EPA Site Fund
American National Can Co								
	American Can Co.	2200 Lapham Dr	Modesto	CA	466	\$42	\$0.16	
	American Can Co.	2615 Bonnie Beach Pl	Vernon	CA	245,640	\$22,431	\$83.99	
	American Can Co.	3801 E 8th St	Oakland	CA	40,480	\$3,696	\$13.84	
	American Can Co.	4100 Alameda Ave	Oakland	CA	894,520	\$81,686	\$305.87	
	American Can Co.	425 Hester St	San Leandro	CA	12,000	\$1,095	\$4.10	
	American Can Co.	110 E Sepulveda	Carson	CA	127,541	\$11,646	\$43.61	
	American Can Co./Guardian Packaging Corp.	6590 Central Ave	Newark	CA	39,047	\$3,565	\$13.35	
	American National Can Co.	20730 Prairie St	Chatsworth	CA	2,586	\$236	\$0.88	
	Foster Forbes Glass Division	4855 E 52nd Pl	Maywood	CA	1,244,204	\$113,619	\$425.43	
	National Can Company	20730 Prairie St	Chatsworth	CA	513,307	\$46,874	\$175.52	
	National Can Company	545 Alden Ave	Santa Clara	CA	0	\$0	\$0.00	
	National Can Company	4212 E 26th St	Los Angeles	CA	121,644	\$11,108	\$41.59	
	National Can Company	430 Doherty Ave	Modesto	CA	1,170	\$106	\$0.40	
	National Can Corp	2050 Williams Street	San Leandro	CA	29,357	\$2,680	\$10.04	
	National Can Corp	208 Williams	San Leandro	CA	8,159	\$745	\$2.79	
	National Can Corp	3939 Etuohnom	Etiwanda	CA	19,620	\$1,791	\$6.71	
	National Can Corp	4212 E 26th St	Los Angeles	CA	35,340	\$3,227	\$12.08	
	National Can Corp	8939 ?			25,340	\$2,314	\$8.66	
<i>x</i>								
<b>TOTAL:</b>						3,360,421	\$306,871	\$1,149
<b>Prior Volume:</b>						3,354,090		
<b>"NEW" Waste:</b>						6,331		
<b>5% of "NEW" Waste Discount:</b>						317		
<b>Revised Totals:</b>						3,360,104	\$306,842	\$1,149
<b>50% Rebate of Amount to US Fish and Wildlife Service</b>								\$575

**Final Settlement Amount(s) Due:**

<b>USEPA:</b>	<b>\$306,267</b>	
<b>U.S. Fish and Wildlife Service:</b>		<b>\$575</b>

Appendix A (Revised 06-07-2006 )  
 Summary of De Minimis Settlement Amounts  
 Baker Petrolite Corporation

Settling Party	Facility Data					Settlement Option A		Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)	U.S. EPA Site Fund	U.S. Fish and Wildlife Service	U.S. EPA Site Fund
Baker Oil Treating	P O Box 9335		Long Beach	CA	108,540	\$9,911	\$37.11	
Baker Oil Treating	3212 Antonino Ave		Bakersfield	CA	105,120	\$9,599	\$35.94	
Baker Oil Treating	Ventura		Ventura	CA	21,840	\$1,994	\$7.47	
Baker Oil Treating	265 Quail Ct		Santa Paula	CA	3,960	\$361	\$1.35	
Baker Oil Treating	10918 Shoemaker Ave		Santa Fe Springs	CA	10,085	\$920	\$3.45	
Baker Oil Treating	1723 N Ventura Ave		Ventura	CA	189,190	\$17,276	\$64.69	
Baker Oil Treating	PO Box 2040		Orcutt	CA	46,860	\$4,279	\$16.02	
Baker Performance Chemicals	11808 S Bloomfield Ave		Santa Fe Springs	CA	557,067	\$50,870	\$190.48	
Baker Performance Chemicals	19815 S Lake Rd		Taft	CA	5,840	\$533	\$2.00	
Chemlink Manufacturing	5135 Boylan		Bakersfield	CA	1,234,514	\$112,734	\$422.12	
Magna Corp.	Magna				10,508	\$959	\$3.59	
Magna Corp.					78,813	\$7,197	\$26.95	
Magna Corp.	11808 S Bloomfield Ave		Santa Fe Springs	CA	11,058	\$1,009	\$3.78	
Magna Corp.	Cat Canyon				12,220	\$1,115	\$4.18	
Petrolite Corp., Tretolite Division	200 S Puente St		Brea	CA	424,074	\$38,726	\$145.00	
Petrolite Corp., Tretolite Division	5501 District Blvd		Bakersfield	CA	1,853,445	\$169,254	\$633.75	
x								
<b>TOTAL:</b>					4,673,134	\$426,746	\$1,598	
<b>Prior Volume:</b>					4,639,443			
<b>"NEW" Waste:</b>					33,691			
<b>5% of "NEW" Waste Discount:</b>					1,685			
<b>Revised Totals:</b>					4,671,449	\$426,592	\$1,598	
<b>50% Rebate of Amount to US Fish and Wildlife Service</b>							\$799	
<b>Final Settlement Amount(s) Due:</b>					<b>USEPA:</b>	\$425,794		
					<b>U.S. Fish and Wildlife Service:</b>		\$799	

Appendix A (Revised 06-07-2006 )  
 Summary of De Minimis Settlement Amounts  
 Beckman Coulter, Inc.

Settling Party	Facility Data					Settlement Option A		Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)	U.S. EPA Site Fund	U.S. Fish and Wildlife Service	U.S. EPA Site Fund
Beckman Coulter, Inc.								
Beckman Diagnostics		2041 Lambert Rd	La Habra	CA	5,769	\$526	\$1.97	
Beckman Diagnostics		471 W Imperial Highway	La Habra	CA	17,359	\$1,585	\$5.94	
Beckman Instruments Inc.		2530 N Harbor Blvd	Brea	CA	5,247	\$479	\$1.79	
Beckman Instruments Inc.		2500 N Harbor Blvd	Fullerton	CA	1,356,122	\$123,839	\$463.70	
Beckman Instruments Inc.		Plant Eng Dept M/S W-43 200 S Kra	Brea	CA	2,185	\$199	\$0.75	
Beckman Instruments Inc.		Palo Alto CA	Palo Alto	CA	2,550	\$232	\$0.87	
Beckman Instruments Inc.		Campus Dr & Jamboree Rd	Irvine	CA	47,695	\$4,355	\$16.31	
Beckman Instruments Inc.		890 Comm	Palo Alto	CA	7,484	\$683	\$2.56	
Beckman Instruments Inc.		6200 El Camino Real	Carlsbad	CA	44,908	\$4,100	\$15.36	
Beckman Instruments Inc.		350 N Hayden Rd	Scottsdale	AZ	30,384	\$2,774	\$10.39	
Beckman Instruments Inc.		1630 S State College	Anaheim	CA	25,383	\$2,317	\$8.68	
Beckman Instruments Inc.		2041 Lambert Rd	La Habra	CA	2,742	\$250	\$0.94	
Beckman Instruments Inc.					23,088	\$2,108	\$7.89	
Beckman Instruments Inc.		200 S Kraemer Blvd	Brea	CA	270,973	\$24,745	\$92.65	
Beckman Instruments Inc.		1050 Page Mill Rd	Palo Alto	CA	15,627	\$1,427	\$5.34	
Beckman Instruments Inc.		200 N Kraemer Blvd	Brea	CA	70,340	\$6,423	\$24.05	
Beckman Instruments Inc.		1950 Williams Dr	Oxnard	CA	15,420	\$1,408	\$5.27	
Beckman Instruments Inc.		1900 Jamboree Rd	Irvine	CA	149,697	\$13,670	\$51.19	
Beckman Instruments Inc.		168 W Poplar Ave	Porterville	CA	3,152,640	\$287,896	\$1,077.99	
Beckman Instruments Inc.		2470 Faraday Ave	Carlsbad	CA	4,563	\$416	\$1.56	
Beckman Instruments Inc.		471 W Imperial Highway	La Habra	CA	162	\$14	\$0.06	
Beckman Instruments Inc.		1117 California Ave	Palo Alto	CA	54,271	\$4,955	\$18.56	
Coulter Diagnostics		1061 Bing St	San Carlos	CA	7,635	\$697	\$2.61	
		x						
					<b>TOTAL:</b>	5,312,244	\$485,109	\$1,816
					<b>Prior Volume:</b>	6,538,413		
							<i>No "NEW" Weight was Added</i>	
					<b>Revised Totals:</b>	5,312,244	\$485,109	\$1,816
							<i>50% Rebate of Amount to US Fish and Wildlife Service</i>	
								\$908
					<b>Final Settlement Amount(s) Due:</b>		<b>USEPA:</b>	\$484,201
							<b>U.S. Fish and Wildlife Service:</b>	\$908



Appendix A (Revised 06-07-2006 )  
 Summary of De Minimis Settlement Amounts  
 Borden, Inc.

Settling Party	Facility Data					Settlement Option A		Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)	U.S. EPA Site Fund	U.S. Fish and Wildlife Service	U.S. EPA Site Fund
Borden, Inc.								
Borden Chemical		1100 S Vail Ave	Montebello	CA	327,898	\$29,943	\$112.12	
Borden Chemical		20740 S Wilmington Ave	Carson	CA	55,278	\$5,047	\$18.90	
Borden Chemical		41100 Boyce Rd	Fremont	CA	3,744	\$341	\$1.28	
Borden Chemical		6455 E Canning St	City of Commerce	CA	58,054	\$5,301	\$19.85	
Borden Foods		137 N Joy St	Corona	CA	457	\$41	\$0.16	
		x						
					<b>TOTAL:</b>	445,431	\$40,676	\$152
					<b>Prior Volume:</b>	445,431		
							<i>No "NEW" Weight was Added</i>	
					<b>Revised Totals:</b>	445,431	\$40,676	\$152
					<i>50% Rebate of Amount to US Fish and Wildlife Service</i>			\$76
					<b>Final Settlement Amount(s) Due:</b>	<b>USEPA:</b>	\$40,600	
						<b>U.S. Fish and Wildlife Service:</b>		\$76

Appendix A (Revised 06-07-2006 )  
 Summary of De Minimis Settlement Amounts  
 CMS Energy Corporation

Settling Party	Facility Data					Settlement Option A		Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)	U.S. EPA Site Fund	U.S. Fish and Wildlife Service	U.S. EPA Site Fund
CMS Energy Corporation	Northern Michigan Exploration Co. (NOMECO)	5500 Ming Ave	Bakersfield	CA	5,481,160	\$500,534	\$1,874.19	
		x						
					<b>TOTAL:</b>	5,481,160	\$500,534	\$1,874
					<b>Prior Volume:</b>	5,481,160		
							<i>No "NEW" Weight was Added</i>	
					<b>Revised Totals:</b>	5,481,160	\$500,534	\$1,874
					<i>50% Rebate of Amount to US Fish and Wildlife Service</i>			\$937
					<b>Final Settlement Amount(s) Due:</b>	<b>USEPA:</b>	\$499,597	
						<b>U.S. Fish and Wildlife Service:</b>		\$937

Appendix A (Revised 06-07-2006 )  
 Summary of De Minimis Settlement Amounts  
 Compaq Computer Corporation

Settling Party	Facility Data					Settlement Option A		Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)	U.S. EPA Site Fund	U.S. Fish and Wildlife Service	U.S. EPA Site Fund
Compaq Computer Corporation	Digital Equipment Corp.	15601 Mosher	Tustin	CA	1,920	\$175	\$0.66	
	Digital Equipment Corp.	1901 W 14th St	Tempe	AZ	1,128,246	\$103,030	\$385.78	
	Digital Equipment Corp.	2500 W Union Hills Dr	Phoenix	AZ	2,320,318	\$211,889	\$793.39	
	Tandem Computers	550 E Binkay	San Jose	CA	5,467	\$499	\$1.87	
	Tandem Computers	19333 Varico Parkway	Cupertino	CA	12,259	\$1,119	\$4.19	
		x						
					<b>TOTAL:</b>	3,468,210	\$316,714	\$1,186
					<i>Prior Volume:</i>	3,432,553		
					<i>"NEW" Waste:</i>	35,657		
					<i>5% of "NEW" Waste Discount:</i>	1,783		
					<b>Revised Totals:</b>	3,466,427	\$316,551	\$1,186
					<i>50% Rebate of Amount to US Fish and Wildlife Service</i>		\$593	
					<b>Final Settlement Amount(s) Due:</b>	<b>USEPA:</b>	\$315,958	
						<b>U.S. Fish and Wildlife Service:</b>	\$593	

Appendix A (Revised 06-07-2006 )  
 Summary of De Minimis Settlement Amounts  
 Continuous Coating Corp.

Settling Party	Facility Data					Settlement Option A		Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)	U.S. EPA Site Fund	U.S. Fish and Wildlife Service	U.S. EPA Site Fund
Continuous Coating Corp.	Continuous Coating Corp.	520 W Grove Ave x	Orange	CA	3,042,252	\$277,815	\$1,040.25	
					<b>TOTAL:</b>	3,042,252	\$277,816	\$1,040
					<b>Prior Volume:</b>	3,042,252		
							<i>No "NEW" Weight was Added</i>	
					<b>Revised Totals:</b>	3,042,252	\$277,816	\$1,040
					<b>50% Rebate of Amount to US Fish and Wildlife Service</b>			\$520
					<b>Final Settlement Amount(s) Due:</b>	<b>USEPA:</b>	\$277,296	
						<b>U.S. Fish and Wildlife Service:</b>		\$520

Summary of De Minimis Settlement Amounts

I Industries, LLC: as successor to Dresser Industries, I

Settling Party	Facility Data					Settlement Option A		Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)	U.S. EPA Site Fund	U.S. Fish and Wildlife Service	U.S. EPA Site Fund
DII Industries, LLC. as successor to Dresser	Dresser Atlas	3530 Arundel Cir	Ventura	CA	116,635	\$10,651	\$39.88	
	Dresser Atlas	2777 Raymond Ave	Long Beach	CA	59,627	\$5,445	\$20.39	
		x						
					<b>TOTAL:</b>	176,262	\$16,096	\$60
					<i>Prior Volume:</i>	176,262		
								<i>No "NEW" Weight was Added</i>
					<b>Revised Totals:</b>	176,262	\$16,096	\$60
					<i>50% Rebate of Amount to US Fish and Wildlife Service</i>			\$30
					<b>Final Settlement Amount(s) Due:</b>		<b>USEPA:</b>	\$16,066
							<b>U.S. Fish and Wildlife Service:</b>	\$30

Appendix A (Revised 06-07-2006 )  
 Summary of De Minimis Settlement Amounts

Ferro Corporation

Settling Party	Facility Data					Settlement Option A		Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)	U.S. EPA Site Fund	U.S. Fish and Wildlife Service	U.S. EPA Site Fund
Ferro Corporation								
Ferro Corporation		5309 S District Blvd	Los Angeles	CA	2,459,929	\$224,638	\$841.13	
Ferro Corporation		4150 E 56th St	Cleveland	OH	1,320	\$120	\$0.45	
Ferro Corporation		3512 Helms Ave	Culver City	CA	176,600	\$16,126	\$60.39	
Ferro Corporation		10051 Romandel Ave	Santa Fe Springs	CA	7,497	\$684	\$2.56	
Ferro Corporation		8790 National Blvd	Culver City	CA	202,854	\$18,524	\$69.36	
Ferro Enameling Company		P O Box 2245	Oakland	CA	173,980	\$15,887	\$59.49	
		x						
					<b>TOTAL:</b>	3,022,180	\$275,983	\$1,033
					<i>Prior Volume:</i>	3,069,154		
							<i>No "NEW" Weight was Added</i>	
					<b>Revised Totals:</b>	3,022,180	\$275,983	\$1,033
					<i>50% Rebate of Amount to US Fish and Wildlife Service</i>			\$517
					<b>Final Settlement Amount(s) Due:</b>	<b>USEPA:</b>	\$275,466	
						<b>U.S. Fish and Wildlife Service:</b>		\$517

Summary of De Minimis Settlement Amounts

GTE Corporation

Settling Party	Facility Data					Settlement Option A		Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)	U.S. EPA Site Fund	U.S. Fish and Wildlife Service	U.S. EPA Site Fund
GTE Corporation								
GTE		979 Gene Autry Trail	Palm Springs	CA	139	\$12	\$0.05	
GTE		4990 Hollister	Santa Barbara	CA	403,525	\$36,849	\$137.98	
GTE		5010 N Azusa Canyon Rd	Irwindale	CA	320	\$29	\$0.11	
GTE		510 Park Ave	San Fernando	CA	436	\$39	\$0.15	
GTE		5380 Atlantic Ave	Long Beach	CA	11,440	\$1,044	\$3.91	
GTE		5535 Wlawn	Marina Del Rey	CA	11,340	\$1,035	\$3.88	
GTE		598 N Sepulveda	Belair	CA	38,940	\$3,555	\$13.31	
GTE		62147 Desert Air Dr	Joshua Tree	CA	121	\$11	\$0.04	
GTE		751 Rose Ave	Oxnard	CA	42,463	\$3,877	\$14.52	
GTE		83793 Ave	Indio	CA	185	\$16	\$0.06	
GTE		942 Pauling Dr	Newbury Park	CA	32,239	\$2,944	\$11.02	
GTE		Hwy 135B 1000' s/o Gra?			8,080	\$737	\$2.76	
GTE		Newbury Park CA	Newbury Park	CA	11,840	\$1,081	\$4.05	
GTE		One GTE Pl	Thousand Oaks	CA	5,760	\$525	\$1.97	
GTE		P O Box 725	Chino	CA	4,247,672	\$387,893	\$1,452.42	
GTE		221 E Guiterrez	Santa Barbara	CA	13,031	\$1,189	\$4.46	
GTE		45500 Fremont Blvd	Fremont	CA	9,000	\$821	\$3.08	
GTE		9000 Helman	Rancho Cucamong	CA	185	\$16	\$0.06	
GTE		110 G St	Perris	CA	185	\$16	\$0.06	
GTE		1130 W State	Redlands	CA	278	\$25	\$0.10	
GTE		45243 N Beech	Lancaster	CA	94	\$8	\$0.03	
GTE		1770 S 20th St	Signal Hill	CA	12,220	\$1,115	\$4.18	
GTE		11371 Pico Blvd	Los Angeles	CA	622	\$56	\$0.21	
GTE		2819 W 182nd St	Redondo Beach	CA	4,156	\$379	\$1.42	
GTE		1223 W Fairway Dr	Santa Maria	CA	63,274	\$5,778	\$21.64	
GTE		147 Lemon Ave	Monrovia	CA	1,025	\$93	\$0.35	
GTE		1796 I St	San Bernadino	CA	74	\$6	\$0.03	
GTE		200 W Church St	Santa Maria	CA	4,000	\$365	\$1.37	
GTE		205 W Pine St	Lompoc	CA	35,265	\$3,220	\$12.06	
GTE		1115 S Boyle Ave	Los Angeles	CA	73,950	\$6,753	\$25.29	
GTE		2308 Broadway	Santa Monica	CA	515,147	\$47,042	\$176.15	
GTE		2849 Ficus St	Pomona	CA	258,716	\$23,625	\$88.46	
GTE		2849 Ficus St RC 1608	Pomona	CA	1,975	\$180	\$0.68	
GTE		2888 Ficus St	Pomona	CA	353,804	\$32,309	\$120.98	
GTE		2909 Exposition Blvd	Santa Monica	CA	1,188	\$108	\$0.41	
GTE		29245 Heathercliff Rd	Malibu	CA	1,205	\$110	\$0.41	
GTE		2943 Exposition Blvd	Santa Monica	CA	39,390	\$3,597	\$13.47	
GTE		331 E Menlo	Hemet	CA	668	\$61	\$0.23	
GTE		3582 Arden Rd	Hayward	CA	1,145	\$104	\$0.39	
GTE		3705 Cross Creek Rd	Malibu	CA	92	\$8	\$0.03	
GTE		424 Patterson Ave	Goleta	CA	610	\$55	\$0.21	
GTE		16500 Valley Blvd	La Puente	CA	167	\$15	\$0.06	
GTE Lenkurt Inc.		1105 County Rd	San Carlos	CA	5,278	\$481	\$1.80	
GTE Lenkurt Inc.					19,265	\$1,759	\$6.59	
GTE Lenkurt Inc.		10727 Gateway West	El Paso	TX	305	\$27	\$0.10	
GTE Lenkurt Inc.		PO Box 7188	Mt. View	CA	7,339	\$670	\$2.51	
GTE Products Corp.		477 Harbor Blvd	Belmont	CA	68,509	\$6,256	\$23.43	
GTE Sylvania		W Division	Mountain View	CA	1,727	\$157	\$0.59	
GTE Sylvania		P O Box 7188	Mountain View	CA	21,126	\$1,929	\$7.22	
					<b>TOTAL:</b>	6,329,515	\$578,005	\$2,164
					<b>Prior Volume:</b>	6,271,247		
					<b>"NEW" Waste:</b>	58,268		
					<b>5% of "NEW" Waste Discount:</b>	2,913		
					<b>Revised Totals:</b>	6,326,602	\$577,739	\$2,164
					<b>50% Rebate of Amount to US Fish and Wildlife Service</b>			\$1,082
<b>Final Settlement Amount(s) Due:</b>					<b>USEPA:</b>	<b>\$576,657</b>		
					<b>U.S. Fish and Wildlife Service:</b>		<b>\$1,082</b>	

Appendix A (Revised 06-07-2006 )  
 Summary of De Minimis Settlement Amounts  
 Halliburton Energy Services, Inc.

Settling Party	Facility Data					Settlement Option A		Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)	U.S. EPA Site Fund	U.S. Fish and Wildlife Service	U.S. EPA Site Fund
Halliburton Energy Services, Inc.	Dresser Industries	160 B Albright Way	Los Altos	CA	2,955	\$269	\$1.01	
	Dresser Industries	725 S Pacific Ave	Oxnard	CA	24,480	\$2,235	\$8.37	
	Dresser Industries	3 Burroughs	Irvine	CA	11,725	\$1,070	\$4.01	
	Dresser Industries	218 S Primrose	Monrovia	CA	465	\$42	\$0.16	
	Dresser Industries	1245 Pear Ave	Mountain View	CA	565	\$51	\$0.19	
	Dresser Magcobar	725 S Pacific Ave	Oxnard	CA	390,600	\$35,669	\$133.56	
	Dresser Magcobar	1655 Mesa Verde Ave	Ventura	CA	46,920	\$4,284	\$16.04	
	Dresser Magcobar				32,000	\$2,922	\$10.94	
	Halliburton Services	6434 N Ventura Blvd	Ventura	CA	475,348	\$43,408	\$162.54	
	Halliburton Services	12320 Bloomfield	Santa Fe Springs	CA	13,308	\$1,215	\$4.55	
	Halliburton Services	P O Box 546	Santa Maria	CA	227,500	\$20,775	\$77.79	
	Halliburton Services	P O Box 417	Bakersfield	CA	145,969	\$13,329	\$49.91	
	Halliburton Services	M?			41,960	\$3,831	\$14.35	
	Halliburton Services	5800 Perkins Rd	Oxnard	CA	1,382,580	\$126,255	\$472.75	
	Halliburton Services				88,960	\$8,123	\$30.42	
	Halliburton Services	6435 Ventura Blvd., P.O. Box 3778	Ventura	CA	251,140	\$22,933	\$85.87	
	Halliburton Services	Moutel?			31,940	\$2,916	\$10.92	
	IMCO Services	Port Hueneme Dock #1	Port Hueneme	CA	576,221	\$52,619	\$197.03	
	N.L. Baroid	19301 S Santa Fe	Campton	CA	103,280	\$9,431	\$35.31	
	N.L. Baroid	4730-A Armstrong Rd	Bakersfield	CA	21,403	\$1,954	\$7.32	
	N.L. Baroid	59 S Olive St	Ventura	CA	929,329	\$84,865	\$317.77	
	N.L. Baroid	P.O. Box 1793	Ventura	CA	88,866	\$8,115	\$30.39	
	N.L. Baroid/Baroid Industries	Port Hueneme Dock #1	Pt. Hueneme	CA	30,420	\$2,777	\$10.40	
	Otis Engineering Corporation	3301 Unicom	Bakersfield	CA	19,180	\$1,751	\$6.56	
	Otis Engineering Corporation	350 W. Lewis	Ventura	CA	74,080	\$6,764	\$25.33	
	Otis Engineering Corporation	12310 Bloomfield	Santa Fe Springs	CA	18,930	\$1,728	\$6.47	
	Otis Engineering Corporation	P O Box 1645	Ventura	CA	141,783	\$12,947	\$48.48	
		x						
					<b>TOTAL:</b>	5,039,921	\$460,241	\$1,768
					<i>Prior Volume:</i>	4,848,878		
					<i>"NEW" Waste:</i>	191,043		
					<i>5% of "NEW" Waste Discount:</i>	9,552		
					<b>Revised Totals:</b>	5,030,369	\$459,369	\$1,768
					<i>50% Rebate of Amount to US Fish and Wildlife Service</i>		\$862	

**Final Settlement Amount(s) Due:**

**USEPA: \$458,507**

**U.S. Fish and Wildlife Service:**

**\$907**



Appendix A (Revised 06-07-2006 )  
 Summary of De Minimis Settlement Amounts

Hewlett-Packard Co

Settling Party	Facility Data					Settlement Option A		Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)	U.S. EPA Site Fund	U.S. Fish and Wildlife Service	U.S. EPA Site Fund
Hewlett-Packard Co								
Hewlett Packard Co.		3215 Porter Dr	Palo Alto	CA	1,683,652	\$153,749		\$575.70
Hewlett Packard Co.					0	\$0		\$0.00
Hewlett Packard Co.					69,394	\$6,336		\$23.73
Hewlett Packard Co.		?	Cupertino	CA	0	\$0		\$0.00
Hewlett Packard Co.		? Bldg 42	Cupertino	CA	0	\$0		\$0.00
Hewlett Packard Co.		10900 Wolfe Rd	Cupertino	CA	72,122	\$6,586		\$24.66
Hewlett Packard Co.		1212 Valley House Dr	Rohnert Park	CA	164,240	\$14,998		\$56.16
Hewlett Packard Co.		1400 Fountain Grove	Santa Rosa	CA	10,227	\$933		\$3.50
Hewlett Packard Co.		1412 Fountain Grove	Santa Rosa	CA	282,056	\$25,757		\$96.44
Hewlett Packard Co.		1421 S Manhattan	Fullerton	CA	30,696	\$2,803		\$10.50
Hewlett Packard Co.		1501 Page Mill Rd Bldg 4F	Palo Alto	CA	41,771	\$3,814		\$14.28
Hewlett Packard Co.		1501 Page Mill Rd	Palo Alto	CA	181,327	\$16,558		\$62.00
Hewlett Packard Co.		395 Page Mill Rd	Palo Alto	CA	21,259	\$1,941		\$7.27
Hewlett Packard Co.		16900 Wolfe Rd.	Cupertino	CA	0	\$0		\$0.00
Hewlett Packard Co.		16399 W Bernardo Dr	San Diego	CA	853,928	\$77,979		\$291.99
Hewlett Packard Co.		Santa Maria	Santa Maria	CA	5,376	\$490		\$1.84
Hewlett Packard Co.		Santa Clara	Santa Clara	CA	1,650	\$150		\$0.56
Hewlett Packard Co.		974 E Arques Ave	Sunnyvale	CA	198,030	\$18,083		\$67.71
Hewlett Packard Co.		880 W Maude	Sunnyvale	CA	12,627	\$1,153		\$4.32
Hewlett Packard Co.		5301 Stevens Creek Blvd	Santa Clara	CA	28,567	\$2,608		\$9.77
Hewlett Packard Co.		3625 Cincinatti Ave	Rocklin	CA	10,753	\$981		\$3.68
Hewlett Packard Co.		3500 Deer Creek Rd	Palo Alto	CA	5,204	\$475		\$1.78
Hewlett Packard Co.		350 W Trimble Rd	San Jose	CA	125,964	\$11,502		\$43.07
Hewlett Packard Co.		333 Logue Ave	Mountain View	CA	14,314	\$1,307		\$4.89
Hewlett Packard Co.		3210 Porter Dr	Palo Alto	CA	163,680	\$14,947		\$55.97
Hewlett Packard Co.		1651 Page Mill Rd	Palo Alto	CA	38,537	\$3,519		\$13.18
Hewlett Packard Co.		8000 Foothills Blvd	Roseville	CA	1,950	\$178		\$0.67
x								
<b>TOTAL:</b>					4,017,324	\$366,858		\$1,374
<b>Prior Volume:</b>					4,924,338			
<i>No "NEW" Weight was Added</i>								
<b>Revised Totals:</b>					4,017,324	\$366,858		\$1,374
<b>50% Rebate of Amount to US Fish and Wildlife Service</b>								\$687
<b>Final Settlement Amount(s) Due:</b>					<b>USEPA:</b>	\$366,171		
					<b>U.S. Fish and Wildlife Service:</b>		\$687	

Appendix A (Revised 06-07-2006 )  
 Summary of De Minimis Settlement Amounts  
 Kellogg Brown & Root, Inc.

Settling Party	Facility Data					Settlement Option A		Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)	U.S. EPA Site Fund	U.S. Fish and Wildlife Service	U.S. EPA Site Fund
Kellogg Brown & Root, Inc.	Halliburton Services/Halliburton Industrial Servic	P O Box 6197	Vandenberg AFB	CA	15,160	\$1,384	\$5.18	
		x						
					<b>TOTAL:</b>	15,160	\$1,384	\$5
					<b>Prior Volume:</b>	15,160		
							<i>No "NEW" Weight was Added</i>	
					<b>Revised Totals:</b>	15,160	\$1,384	\$5
					<i>50% Rebate of Amount to US Fish and Wildlife Service</i>			\$3
					<b>Final Settlement Amount(s) Due:</b>	<b>USEPA:</b>	\$1,382	
						<b>U.S. Fish and Wildlife Service:</b>		\$3

Appendix A (Revised 06-07-2006 )  
 Summary of De Minimis Settlement Amounts

Lincoln Property Co

Settling Party	Facility Data					Settlement Option A		Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)	U.S. EPA Site Fund	U.S. Fish and Wildlife Service	U.S. EPA Site Fund
Lincoln Properties		248 Lincoln Central	Foster City	CA	14,376	\$1,312	\$4.92	
Lincoln Property Co.		331 Gifford Ave	San Jose	CA	45,780	\$4,180	\$15.65	
Lincoln Property Co.		3573 Enterprise Dr	Anaheim	CA	2,545	\$232	\$0.87	
Lincoln Property Co.		30 Executive Park Ste 100	Irvine	CA	2,701,492	\$246,697	\$923.73	
Lincoln Property Co.		23270 Eichler Rd	Hayward	CA	15,932	\$1,454	\$5.45	
Lincoln Property Co.		101 Lincoln Center Dr	Foster City	CA	745,141	\$68,045	\$254.79	
Lincoln Property Co./Lincoln Westminister		30 Executive Park Ste 100	Irvine	CA	85,880	\$7,842	\$29.37	
x								
<b>TOTAL:</b>					3,611,146	\$329,767	\$1,235	
<i>Prior Volume:</i>					3,611,146			
<i>No "NEW" Weight was Added</i>								
<b>Revised Totals:</b>					3,611,146	\$329,767	\$1,235	
<i>50% Rebate of Amount to US Fish and Wildlife Service</i>								
<b>Final Settlement Amount(s) Due:</b>						<b>USEPA:</b> \$329,149		
							<b>U.S. Fish and Wildlife Service:</b> \$617	

Appendix A (Revised 06-07-2006 )  
 Summary of De Minimis Settlement Amounts  
 PGP Industries Inc.

Settling Party	Facility Data					Settlement Option A		Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)	U.S. EPA Site Fund	U.S. Fish and Wildlife Service	U.S. EPA Site Fund
PGP Industries Inc.	PGP Industries Inc.	13429 Alondra Blvd	Santa Fe Springs	CA	4,017,750	\$366,897	\$1,373.80	
		x						
					<b>TOTAL:</b>	4,017,750	\$366,897	\$1,374
					<b>Prior Volume:</b>	4,017,750		
							<i>No "NEW" Weight was Added</i>	
					<b>Revised Totals:</b>	4,017,750	\$366,897	\$1,374
					<i>50% Rebate of Amount to US Fish and Wildlife Service</i>			\$687
					<b>Final Settlement Amount(s) Due:</b>	<b>USEPA:</b>	\$366,210	
						<b>U.S. Fish and Wildlife Service:</b>		\$687

Appendix A (Revised 06-07-2006 )  
 Summary of De Minimis Settlement Amounts

PPG Industries Inc.

Settling Party	Facility Data					Settlement Option A		Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)	U.S. EPA Site Fund	U.S. Fish and Wildlife Service	U.S. EPA Site Fund
PPG Industries Inc.								
PPG Industries, Inc.	1 PPG PI		Pittsburgh	PA	588	\$53	\$0.20	
PPG Industries, Inc.	12727 S Van Ness Ave		Hawthorne	CA	30,067	\$2,745	\$10.28	
PPG Industries, Inc.	260 Kappa Dr		Pittsburgh	PA	39,940	\$3,647	\$13.66	
PPG Industries, Inc.	465 Crenshaw Blvd		Torrance	CA	2,969,034	\$271,129	\$1,015.21	
					<b>TOTAL:</b>	3,039,629	\$277,576	\$1,039
					<b>Prior Volume:</b>	3,149,975		
								<i>No "NEW" Weight was Added</i>
					<b>Revised Totals:</b>	3,039,629	\$277,576	\$1,039
					<i>50% Rebate of Amount to US Fish and Wildlife Service</i>		\$520	
					<b>Final Settlement Amount(s) Due:</b>	<b>USEPA:</b>	\$277,056	
						<b>U.S. Fish and Wildlife Service:</b>	\$520	

Appendix A (Revised 06-07-2006 )  
 Summary of De Minimis Settlement Amounts  
 Quemetco, Inc.

Settling Party	Facility Data					Settlement Option A		Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)	U.S. EPA Site Fund	U.S. Fish and Wildlife Service	U.S. EPA Site Fund
Quemetco, Inc.	Quemetco, Inc.	720 S Seventh Ave x	City of Industry	CA	3,878,220	\$354,155	\$1,326.09	
					<b>TOTAL:</b>	3,878,220	\$354,155	\$1,326
					<b>Prior Volume:</b>	3,878,220		
								<i>No "NEW" Weight was Added</i>
					<b>Revised Totals:</b>	3,878,220	\$354,155	\$1,326
					<i>50% Rebate of Amount to US Fish and Wildlife Service</i>			\$663
					<b>Final Settlement Amount(s) Due:</b>	<b>USEPA:</b>	\$353,492	
						<b>U.S. Fish and Wildlife Service:</b>		\$663

Appendix A (Revised 06-07-2006 )  
 Summary of De Minimis Settlement Amounts  
 Ryder Truck Rental Inc.

Settling Party	Facility Data					Settlement Option A		Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)	U.S. EPA Site Fund	U.S. Fish and Wildlife Service	U.S. EPA Site Fund
Ryder Truck Rental Inc.								
Ryder Rents		4426 N Azusa Caynon Rd	Baldwin Park	CA	3,097			\$216
Ryder Rents		6261 Cabellero Blvd	Buena Park	CA	6,503			\$454
Ryder Truck Rental		2929 E Brundage Rd	Bakersfield	CA	3,266			\$228
Ryder Truck Rental		811 S Stimson Ave	City of Industry	CA	8,199			\$573
Ryder Truck Rental		8001 Oakport Rd	Oakland	CA	245			\$17
Ryder Truck Rental		606 W 140th St	Gardena	CA	1,317			\$92
Ryder Truck Rental		5880 20th St	Riverside	CA	1,091			\$76
Ryder Truck Rental		5366 83rd St	Inglewood	CA	1,993			\$139
Ryder Truck Rental		5345 Overland	San Diego	CA	36,830			\$2,574
Ryder Truck Rental		498 Lambert St	Oxnard	CA	3,212			\$224
Ryder Truck Rental		363 S Doolittle	San Bernardino	CA	5,558			\$388
Ryder Truck Rental		840 S Maple	Montebello	CA	7,046			\$492
Ryder Truck Rental		1200 Arroyo	San Fernando	CA	998			\$69
Ryder Truck Rental		2947 Leonis	Vernon	CA	3,675			\$256
Ryder Truck Rental		2841 O'Toole	San Jose	CA	3,932			\$274
Ryder Truck Rental		2790 Cherry Ave	Long Beach	CA	4,960			\$346
Ryder Truck Rental		19700 S Figueroa St	Carson	CA	7,165			\$500
Ryder Truck Rental		19133 Parthenia St	Northridge	CA	4,545			\$317
Ryder Truck Rental		1508 S Alameda St	Los Angeles	CA	8,637			\$603
Ryder Truck Rental		13630 Firestone Blvd	Santa Fe Springs	CA	1,741,600			\$121,745
Ryder Truck Rental		3539 Howard Way	Costa Mesa	CA	810,760			\$56,675
Ryder Truck Rental		314 Chatsworth Dr	San Fernando	CA	194,830			\$13,619
x								
<b>TOTAL:</b>					2,859,459			\$199,889
<b>Prior Volume:</b>					2,859,459			
<i>No "NEW" Weight was Added</i>								
<b>Revised Totals:</b>					2,859,459			\$199,889
<b>Final Settlement Amount(s) Due:</b>						<b>USEPA:</b>		\$199,889

Appendix A (Revised 06-07-2006 )  
 Summary of De Minimis Settlement Amounts  
 Santa Cruz Lumber Co

Settling Party	Facility Data					Settlement Option A		Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)	U.S. EPA Site Fund	U.S. Fish and Wildlife Service	U.S. EPA Site Fund
Santa Cruz Lumber Co								
Redtree Properties		5843 Graham Hill Rd	Felton	CA	201,200	\$18,373	\$68.80	
Santa Cruz Lumber Co.		5843 Grand Hill Rd	Felton	CA	3,097,160	\$282,829	\$1,059.02	
		x						
					<b>TOTAL:</b>	3,338,220	\$304,843	\$1,128
					<b>Prior Volume:</b>	3,338,220		
								<i>No "NEW" Weight was Added</i>
					<b>Revised Totals:</b>	3,338,220	\$304,843	\$1,128
					<i>50% Rebate of Amount to US Fish and Wildlife Service</i>		\$571	
					<b>Final Settlement Amount(s) Due:</b>	<b>USEPA:</b>	\$304,272	
						<b>U.S. Fish and Wildlife Service:</b>	\$557	



Appendix A (Revised 06-07-2006 )  
 Summary of De Minimis Settlement Amounts  
 Semtech Corp

Settling Party	Facility Data					Settlement Option A		Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)	U.S. EPA Site Fund	U.S. Fish and Wildlife Service	U.S. EPA Site Fund
Semtech Corp								
Semtech Corporation					308,266	\$28,150		\$105.41
Semtech Corporation		45 Senoma Ave N P			0	\$0		\$0.00
Semtech Corporation		652 Mitchell Rd	Newbury Park	CA	7,555,105	\$689,925		\$2,583.34
Semtech Corporation		Santa Clara CA	Santa Clara	CA	2,793	\$255		\$0.96
Semtech Corporation					215,184	\$19,650		\$73.58
		x						
					<b>TOTAL:</b>	8,081,348	\$737,981	\$2,763
					<b>Prior Volume:</b>	6,984,697		
					<b>"NEW" Waste:</b>	1,096,651		
					<b>5% of "NEW" Waste Discount:</b>	54,833		
					<b>Revised Totals:</b>	8,026,515	\$732,974	\$2,763
					<b>50% Rebate of Amount to US Fish and Wildlife Service</b>			\$1,382
					<b>Final Settlement Amount(s) Due:</b>		<b>USEPA:</b>	\$731,592
							<b>U.S. Fish and Wildlife Service:</b>	\$1,382

Appendix A (Revised 06-07-2006 )  
 Summary of De Minimis Settlement Amounts  
 TDY Industries

Settling Party	Facility Data					Settlement Option A		Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)	U.S. EPA Site Fund	U.S. Fish and Wildlife Service	U.S. EPA Site Fund
TDY Industries								
	Teledyne Aero Cal	528 E Mission	San Marcos	CA	2,053	\$187	\$0.70	
	Teledyne Camera Systems	131 N Fifth St	Arcadia	CA	509	\$46	\$0.17	
	Teledyne CME	2860 Delacruz Blvd	Santa Clara	CA	8,514	\$777	\$2.91	
	Teledyne Co.	927 S Myrtle	Monrovia	CA	12,080	\$1,103	\$4.13	
	Teledyne Electronics	649 Lawrence Dr	Newbury Park	CA	32,700	\$2,986	\$11.18	
	Teledyne Inet	2750 W Lomita Blvd	Torrance	CA	39,454	\$3,602	\$13.49	
	Teledyne Linair Engineering	651 W Knox St	Gardena	CA	362,969	\$33,145	\$124.11	
	Teledyne McCormick	3601 Union Road PO Box 6	Hollister	CA	0	\$0	\$0.00	
	Teledyne McCormick	P O Box 6	Hollister	CA	82,764	\$7,557	\$28.30	
	Teledyne Micronetics	7155 Mission Gorge	San Diego	CA	1,813	\$165	\$0.62	
	Teledyne Monarch Rubber Corp.	26604 Corporate	Hayward	CA	1,405	\$128	\$0.48	
	Teledyne Northridge	19601 Nordhoff St	Northridge	CA	24,151	\$2,205	\$8.26	
	Teledyne Post	2839 S Tanager	Los Angeles	CA	174,900	\$15,971	\$59.80	
	Teledyne Ryan Aeronautical	Mojave Airport Hangar 63	Mojave	CA	4,410	\$402	\$1.51	
	Teledyne Ryan Aeronautical	2701 Harbor Dr	San Diego	CA	1,707,301	\$155,909	\$583.78	
	Teledyne Ryan Aeronautical	5668 Dearnly Mesa Rd	San Diego	CA	37,607	\$3,434	\$12.86	
	Teledyne Ryan Electronics	8650 Balboa Ave	San Diego	CA	15,420	\$1,408	\$5.27	
	Teledyne Semiconductor				422	\$38	\$0.14	
	Teledyne Semiconductor	1300 Terra Bella Ave	Mountain View	CA	20,580	\$1,879	\$7.04	
	Teledyne Semiconductor	19601 Nordhoff St	Northridge	CA	1,831	\$167	\$0.63	
	Teledyne Semiconductor	3165 Porter Dr	Palo Alto	CA	11,084	\$1,012	\$3.79	
	Teledyne Sprague Engineering	19300 S Vermont Ave	Gardena	CA	33,025	\$3,015	\$11.29	
	Teledyne/Western Wire & Cable	1901 Avenue of the Stars	Los Angeles	CA	78,700	\$7,186	\$26.91	
		x						
					<b>TOTAL:</b>	2,653,692	\$242,333	\$907
					<i>Prior Volume:</i>	3,041,413		
								<i>No "NEW" Weight was Added</i>
					<b>Revised Totals:</b>	2,653,692	\$242,333	\$907
					<i>50% Rebate of Amount to US Fish and Wildlife Service</i>			\$454
					<b>Final Settlement Amount(s) Due:</b>	<b>USEPA:</b>	\$241,879	
						<b>U.S. Fish and Wildlife Service:</b>		\$454

Appendix A (Revised 06-07-2006 )  
 Summary of De Minimis Settlement Amounts  
 The BNSF Railway Company

Settling Party	Facility Data					Settlement Option A		Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)	U.S. EPA Site Fund	U.S. Fish and Wildlife Service	U.S. EPA Site Fund
The BNSF Railway Company	AT& SF Railway Co.	5281 N Tom Murray Rd	Phoenix	AZ	1,359	\$124		\$0.46
	AT& SF Railway Co.	Santa Fe Way N of Hageman	Bakersfield	CA	95,018	\$8,676		\$32.49
	AT& SF Railway Co.	5770 S Eastern Ave	Los Angeles	CA	12,405	\$1,132		\$4.24
	AT& SF Railway Co.	5200 E Sheila St	Los Angeles	CA	383,304	\$35,002		\$131.06
	AT& SF Railway Co.	470 N "L" St	San Bernardino	CA	735,907	\$67,202		\$251.63
	AT& SF Railway Co.	470 N "L" St	San Bernardino	CA	2,470,997	\$225,649		\$844.92
	AT& SF Railway Co.	3770 E Washington	Los Angeles	CA	423	\$38		\$0.14
	AT& SF Railway Co.	120 E Santa Fe Ave	Fullerton	CA	1,629	\$148		\$0.56
	AT& SF Railway Co.	847 E Main	Barstow	CA	1,249,635	\$114,115		\$427.29
	AT& SF Railway Co.	101 Garrard Blvd	Richmond	CA	47,201	\$4,310		\$16.14
	AT& SF Railway Co.	3151 W Adams	Santa Ana	CA	1,073	\$97		\$0.37
	AT& SF Railway Co.	1501 F St	Bakersfield	CA	440	\$40		\$0.15
	AT& SF Railway Co.	19th Ave & Filmore St	Phoenix	AZ	4,006	\$365		\$1.37
	AT& SF Railway Co.	2770 E Washington Blvd	Vernon	CA	498,824	\$45,552		\$170.56
	AT& SF Railway Co.	2985 S Golden State Frontage Rd	Fresno	CA	1,664,136	\$151,967		\$569.02
	AT& SF Railway Co.	300 E 2nd St	Winslow	AZ	25,844	\$2,360		\$8.84
					<b>TOTAL:</b>	7,192,201	\$656,785	\$2,459
					<b>Prior Volume:</b>	7,168,874		
					<b>"NEW" Waste:</b>	23,327		
					<b>5% of "NEW" Waste Discount:</b>	1,166		
					<b>Revised Totals:</b>	7,191,035	\$656,679	\$2,459
					<b>50% Rebate of Amount to US Fish and Wildlife Service</b>			\$1,230

**Final Settlement Amount(s) Due:**

**USEPA: \$655,449**

**U.S. Fish and Wildlife Service:**

**\$1,230**

Appendix A (Revised 06-07-2006 )  
 Summary of De Minimis Settlement Amounts  
 United Parcel Service, Inc.

Settling Party	Facility Data					Settlement Option A		Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)	U.S. EPA Site Fund	U.S. Fish and Wildlife Service	U.S. EPA Site Fund
United Parcel Service, Inc.								
United Parcel Service		3333 Downey Rd	Vernon	CA	7,408	\$676		\$2.53
United Parcel Service		7925 Ronson	San Diego	CA	2,126	\$194		\$0.73
United Parcel Service		259 Cherry St	Ukiah	CA	458	\$41		\$0.16
United Parcel Service		2985 Kemer Blvd	San Rafael	CA	1,185	\$108		\$0.41
United Parcel Service		3000 E Washington Blvd	Los Angeles	CA	4,915	\$448		\$1.68
United Parcel Service		309 Cooley Ln	Santa Maria	CA	719	\$65		\$0.25
United Parcel Service		3150 N 31st Ave	Phoenix	AZ	582	\$53		\$0.20
United Parcel Service		3200 Ragatta	Richmond	CA	1,023	\$93		\$0.35
United Parcel Service		3225 Espanade	Chico	CA	637	\$58		\$0.22
United Parcel Service		3331 Industrial	Santa Rosa	CA	442	\$40		\$0.15
United Parcel Service		290 West L Ave	Lancaster	CA	28	\$2		\$0.01
United Parcel Service		3601 Sacramento Dr	San Luis Obispo	CA	1,418	\$129		\$0.48
United Parcel Service		3860 Cypress Dr	Petaluma	CA	192	\$17		\$0.07
United Parcel Service		4925 S Boyle	Los Angeles	CA	2,701	\$246		\$0.92
United Parcel Service		5000 W Cordelia Rd	Suisun	CA	816	\$74		\$0.28
United Parcel Service		505 Pine Ave	Goleta	CA	4,903	\$447		\$1.68
United Parcel Service		6 Upper Ragsdale	Monterey	CA	248	\$22		\$0.08
United Parcel Service		657 Forbes	S. San Francisco	CA	7,578	\$692		\$2.59
United Parcel Service		2559 Palma Dr	Ventura	CA	2,845	\$259		\$0.97
United Parcel Service		70 Hanger	Watsonville	CA	88	\$8		\$0.03
United Parcel Service		22 Brookling	Laguna Hills	CA	974	\$88		\$0.33
United Parcel Service		8400 Pardee Rd	Oakland	CA	54,226	\$4,951		\$18.54
United Parcel Service		8455 Jackson Rd	Sacramento	CA	2,665	\$243		\$0.91
United Parcel Service		932 S Blaine St	Los Angeles	CA	151	\$13		\$0.05
United Parcel Service		6601 Eastside Rd	Anderson	CA	152	\$13		\$0.05
United Parcel Service		12631 E Imperial Hwy Ste 127-C	Santa Fe Springs	CA	437	\$39		\$0.15
United Parcel Service		1070 Olivera Rd	Concord	CA	544	\$49		\$0.19
United Parcel Service		1100 Baldwin Park	Baldwin Park	CA	6,856	\$626		\$2.34
United Parcel Service		111 N Bingham	San Marcos	CA	744	\$67		\$0.25
United Parcel Service		1122 River St	Santa Cruz	CA	817	\$74		\$0.28
United Parcel Service		1139 Madison	Salinas	CA	221	\$20		\$0.08
United Parcel Service		1177 N Magnolia	Anaheim	CA	1,145	\$104		\$0.39
United Parcel Service		2251 Townsgate Rd	Westlake	CA	1,035	\$94		\$0.35
United Parcel Service		1245 Hammerwood	Sunnyvale	CA	9,419	\$860		\$3.22
United Parcel Service		25283 Sherman Rd	Romoland	CA	627	\$57		\$0.21
United Parcel Service		12745 Arroyo St	Sylmar	CA	4,885	\$446		\$1.67
United Parcel Service		12822 Garden Grove Blvd	Garden Grove	CA	548	\$50		\$0.19
United Parcel Service		13233 Moore Ave	Cerritos	CA	6,827	\$623		\$2.33
United Parcel Service		2275 Sierra Meadows	Rocklin	CA	736	\$67		\$0.25
United Parcel Service		1201 W Olympic Blvd	Los Angeles	CA	132,990	\$12,144		\$45.47
United Parcel Service		25201 Paseo De Alicia	Laguna Hills	CA	256,671	\$23,438		\$87.76
United Parcel Service		1331 S Vernon	Anaheim	CA	7,323	\$668		\$2.50
United Parcel Service		2222 17th St	San Francisco	CA	2,621	\$239		\$0.90
United Parcel Service		2051 E Washington Blvd	Vernon	CA	700	\$63		\$0.24
United Parcel Service		1999 S 7th St	San Jose	CA	4,775	\$436		\$1.63
United Parcel Service		17111 S Western	Gardena	CA	4,648	\$424		\$1.59
United Parcel Service		1630 Wilson	Burbank	CA	1,707	\$155		\$0.58
United Parcel Service		16000 Arminta	Van Nuys	CA	126,616	\$11,562		\$43.29
United Parcel Service		1470 Fumeaux	Marysville	CA	739	\$67		\$0.25
United Parcel Service		1401 McWilliams Way	Modesto	CA	697	\$63		\$0.24
United Parcel Service		1380 Shore Rd	Sacramento	CA	16,547	\$1,511		\$5.66
Valacal Company/UPS		714 Lamar St	Los Angeles	CA	2,972,620	\$271,456		\$1,016.44
x								
<b>TOTAL:</b>					3,661,975	\$334,408		\$1,252
<i>Prior Volume:</i>					3,661,897			
<i>"NEW" Waste:</i>					78			
<i>5% of "NEW" Waste Discount:</i>					4			
<b>Revised Totals:</b>					3,661,971	\$334,408		\$1,252
<i>50% Rebate of Amount to US Fish and Wildlife Service</i>								\$626
<b>Final Settlement Amount(s) Due:</b>						<b>USEPA:</b>	<b>\$333,782</b>	
						<b>U.S. Fish and Wildlife Service:</b>		<b>\$626</b>

Appendix A (Revised 06-07-2006 )  
 Summary of De Minimis Settlement Amounts  
 Weyerhaeuser Company

Settling Party	Facility Data					Settlement Option A		Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)	U.S. EPA Site Fund	U.S. Fish and Wildlife Service	U.S. EPA Site Fund
Weyerhaeuser Company	Pardee Construction	10880 Wilshire Blvd Ste 1400	Los Angeles	CA	410	\$37	\$0.14	
	Weyerhaeuser Company	13400 E Nelson Ave	City of Industry	CA	529,268	\$48,332	\$180.97	
	Weyerhaeuser Company	140 W Santa Barbara	Santa Paula	CA	3,281,245	\$299,640	\$1,121.97	
	Weyerhaeuser Company	1801 Hibbard St	Alameda	CA	5,940	\$542	\$2.03	
	Weyerhaeuser Company	311 W Citrus St	Colton	CA	36,205	\$3,306	\$12.38	
	Weyerhaeuser Company	3535 Industrial Way	Longview	WA	1,483	\$135	\$0.51	
	Weyerhaeuser Company	568 S Riverside Dr	Modesto	CA	2,212	\$201	\$0.76	
	Weyerhaeuser Company	601 E Ball Rd	Anaheim	CA	22,362	\$2,042	\$7.65	
		x						
					<b>TOTAL:</b>	3,879,125	\$354,238	\$1,326
					<b>Prior Volume:</b>	3,741,997		
					<b>"NEW" Waste:</b>	137,128		
					<b>5% of "NEW" Waste Discount:</b>	6,856		
					<b>Revised Totals:</b>	3,872,269	\$353,612	\$1,326
					<b>50% Rebate of Amount to US Fish and Wildlife Service</b>			\$663
					<b>Final Settlement Amount(s) Due:</b>	<b>USEPA:</b>	\$352,949	
						<b>U.S. Fish and Wildlife Service:</b>		\$663

## APPENDIX B

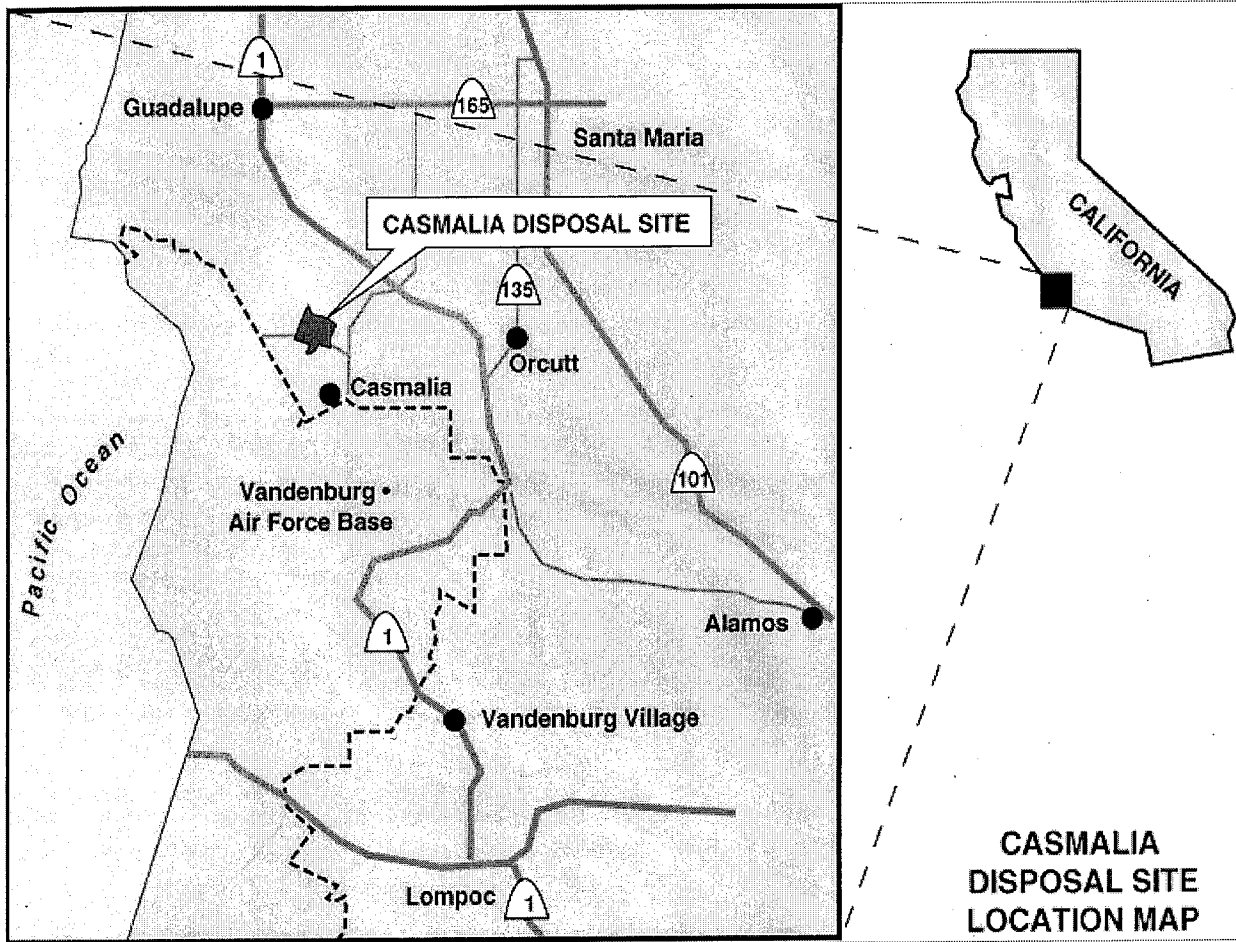
SETTLING PARTY	QUANTITY (LBS.)	STATE REGULATORY RESPONSE COSTS	STATE NATURAL RESOURCE DAMAGES
American National Can Co.	3,360,104	\$12,518.79	\$7,650.24
Baker Petrolite Corporation	4,671,449	\$17,404.48	\$10,635.89
Beckman Coulter, Inc.	5,312,244	\$19,791.90	\$12,094.84
Borden, Inc.	445,431	\$ 1,659.55	\$1,014.15
CMS Energy Corporation	5,481,160	\$20,421.24	\$12,479.43
Compaq Computer Corporation	3,466,427	\$12,914.32	\$ 7,892.31
Continuous Coating Corp.	3,042,252	\$11,334.56	\$ 6,926.56
DII Industries, LLC. as successor to Dresser Industries, Inc.	176,262	\$ 656.70	\$401.31
Ferro Corporation	3,022,180	\$11,259.78	\$ 6,880.86
GTE Corporation	6,326,602	\$23,571.11	\$14,404.32
Halliburton Energy Services, Inc.	5,030,369	\$18,741.72	\$11,453.07
Hewlett-Packard Co	4,017,324	\$14,967.40	\$ 9,146.59
Kellogg Brown & Root, Inc.	15,160	\$ 56.48	\$ 34.52
Lincoln Property Co.	3,611,146	\$12,454.10	\$ 8,221.81
PGP Industries Inc.	4,017,750	\$14,968.99	\$ 9,147.56
PPG Industries Inc.	3,039,629	\$11,324.79	\$ 6,920.58

## APPENDIX B

SETTLING PARTY	QUANTITY (LBS.)	STATE REGULATORY RESPONSE COSTS	STATE NATURAL RESOURCE DAMAGES
Quemetco, Inc.	3,878,220	\$14,449.14	\$ 8,829.88
Ryder Truck Rental Inc.	2,859,459	\$10,653.53	\$ 6,510.38
Santa Cruz Lumber Co.	3,338,220	\$12,437.25	\$ 7,600.41
Semtech Corp.	8,026,515	\$29,904.50	\$18,274.65
TDY Industries	2,653,692	\$ 9,886.90	\$ 6,041.89
The BNSF Railway Company	7,191,035	\$26,791.74	\$16,372.45
United Parcel Service, Inc.	3,661,971	\$13,643.46	\$ 8,337.52
Weyerhaeuser Company	3,872,269	\$14,426.97	\$ 8,816.33

CDM189335

**Appendix C**  
**Site Location Map**





**Appendix D**  
**Contaminants List**

CHEMICAL NAME	
1,1,1-Trichloroethane	1,2-Dibromoethane
1,1,2,2-Tetrachloroethane	1,2-Dichlorobenzene
1,1,2-Trichloro-1,2,2-trifluoroethane	1,2-Dichloroethane
1,1,2-Trichloroethane	1,2-Dichloropropane
1,1-Dichloroethane	1,3,5-Trimethylbenzene
1,1-Dichloroethene	1,3-Dichlorobenzene
1,2,3,4,6,7,8,9-OCDD	1,4-Dichlorobenzene
1,2,3,4,6,7,8,9-OCDF	1,4-Dioxane
1,2,3,4,6,7,8-HpCDD	1,4-Naphthoquinone
1,2,3,4,6,7,8-HpCDF	1,4-Phenylenediamine
1,2,3,4,7,8,9-HpCDF	2,3,4,6,7,8-HxCDF
1,2,3,4,7,8-HxCDD	2,3,4,6-Tetrachlorophenol
1,2,3,4,7,8-HxCDF	2,3,4,7,8-PeCDF
1,2,3,6,7,8-HxCDD	2,3,7,8-TCDD
1,2,3,6,7,8-HxCDF	2,3,7,8-TCDF
1,2,3,7,8,9-HxCDD	2,4,5-T
1,2,3,7,8,9-HxCDF	2,4,5-TP (Silvex)
1,2,3,7,8-PeCDD	2,4,5-Trichlorophenol
1,2,3,7,8-PeCDF	2,4-D
1,2,3-Trichlorobenzene	2,4-Dichlorophenol
1,2,4-Trichlorobenzene	2,4-Dimethylphenol
1,2,4-Trimethylbenzene	2,4-Dinitrophenol
1,2-Dibromo-3-chloropropane	2,6-Dichlorophenol
2-Chlorophenol	Benzyl butyl phthalate
2-Chlorotoluene	Beryllium
2-Hexanone	Beryllium
2-Methylnaphthalene	Beta BHC
2-Nitrophenol	bis(2-Chloroethoxy) methane
2-Picoline	bis(2-Chloroethyl) ether
4,4'-DDT	bis(2-Ethylhexyl) phthalate

**Appendix D**  
**Contaminants List**

4-Chloro-3-methylphenol	Bromide
4-Nitrophenol	Bromobenzene
Acenaphthene	Bromochloromethane
Acenaphthylene	Bromodichloromethane
Acetone	Bromoform
Acetonitrile	Bromomethane
Acetophenone	Cadmium
Aldrin	Carbon disulfide
Allyl chloride	Carbon tetrachloride
Alpha BHC	Chlorobenzene
Aniline	Chloroethane
Antimony	Chloroform
Arsenic	Chloromethane
Barium	Chromium
Benzene	cis-1,2-Dichloroethene
Benzo[a]pyrene	cis-1,3-Dichloropropene
Benzo[b]fluoranthene	Cobalt
Benzoic acid	Copper
Benzyl alcohol	Cyclohexanone
DBCP	Hexachlorobutadiene
delta-BHC	Isobutyl alcohol
Di-n-butyl phthalate	Isophorone
Dibromomethane	Isopropyl alcohol
Dicamba	Isopropylbenzene
Dichlorodifluoromethane	Lead
Dichloroprop	m-Cresol
Diesel Range Organics (C12 - C24)	MCPPP
Diethyl phthalate	Mercury
Dimethyl phthalate	Methoxychlor
Dinoseb	Methyl ethyl ketone
EDB	Methyl isobutyl ketone

**Appendix D**  
**Contaminants List**

Endrin	Methylene chloride
Ethane, 1,1,2,2-tetrachloro- 1,2-di	Molybdenum
Ethanol	n-Butylbenzene
Ethylbenzene	N-Nitrosodi-n-butylamine
Fluoranthene	N-Nitrosodiethylamine
Fluorene	N-Nitrosodimethylamine
gamma-BHC (Lindane)	N-Nitrosomethylethylamine
Hepta-CDDs	N-Nitrosomorpholine
Hepta-CDFs	n-Propylbenzene
Heptachlor	Naphthalene
Heptachlor epoxide	Nickel
Hexa-CDDs	o-Cresol
Hexa-CDFs	o-Xylene
Hexachlorobenzene	P-Cresol
p-Isopropyltoluene	Tetra-CDFs
Penta-CDDs	Tetrachloroethene
Penta-CDFs	Tetrahydrofuran
Pentachlorophenol	Thallium
Phenanthrene	Tin
Phenol	Toluene
Pyrene	Total Petroleum Hydrocarbons as Diesel Fuel
Pyridine	Total xylenes
sec-Butylbenzene	trans-1,2-Dichloroethene
Selenium	Trichloroethene
Silver	Trichloroethylene
Sodium	Trichlorofluoromethane
Styrene	Vanadium
Sulfate	Vinyl acetate
Sulfide	Vinyl chloride
Tetra-CDDs	Zinc